

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 04/02/2026

2

3 Property: 1455 E Edgewood Whitefish MT 59937

4 Seller(s): Steven Knox Revocable Trust

5 Seller Agent: Ross A Pickert

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 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
- 10
- 11 • 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.
- 12
- 13
- 14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) 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 (Commercial), **except as set forth below**, the Seller Agent has no personal knowledge:

- 16
- 17
- 18
- 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
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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: Ross A Pickert
35 Ross A Pickert

36 Dated: _____

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

38 Buyer Agent: _____

39 Buyer Agent Signature: _____

40 Dated: _____

41 Buyer Signature: _____

42 Dated: _____

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



1 Date: 05/01/2026

2
3 The undersigned Owner is the owner of certain real property located at _____
4 1455 E Edgewood, in the City of Whitefish,
5 County of Flathead, Montana, which real property is legally described as:
6 Tract 3K in NE4 NW4 Section 33 Township 31N Range 21W Tract 1 COS 13291
7

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9
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.
15

OWNER'S DISCLOSURE

16
17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since 3/1/2005 (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


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

- 34 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
35 Freezer, Washer, Dryer)
36 N/A
37
38 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
39 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
40 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
41 Openers, and Security Gates)
42

43 Concrete under security gate and keypad post is crumblingConcrete under security gate and keypad post is crumbling
44
45

_____/_____
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Page 1 of 6

 / _____
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 N/A
- 4
- 5
- 6 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
- 7 a. Faucets, fixtures, etc.
- 8 N/A
- 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 RV sewer drop is not allowed as per septic permit, but may be used for clean out
- 14 RV sewer drop is not allowed as per septic permit, but may be used for clean out
- 15
- 16 c. Septic Systems permit in compliance with existing use of Property
- 17 Yes
- 18
- 19
- 20 Date Septic System was last pumped? 10/6/23
- 21
- 22 d. Public Sewer Systems (Clogging and Backing Up)
- 23 N/A
- 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)
- 29 Furnace room vents causes excess cold air to enter during winter storms. Radiant heat struggles to stay above 68° in
- 30 subzero temps, freestanding gas, stove, solves situation, though.
- 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 Yes
- 35
- 36
- 37 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
- 38 N/A
- 39
- 40
- 41 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
- 42 Screens, Slabs, Driveways, Sidewalks, Fences)
- 43 Non-structural thin cracks in concrete porch
- 44
- 45
- 46
- 47
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- 49
- 50 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
- 51 N/A
- 52
- 53
- 54 10. FOUNDATION: (Depth, Footings, Reinforcement, and Crackina)
- 55 N/A
- 56

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Owner's Initials

- 57 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 58 New roof May 2021
- 59
- 60
- 61
- 62
- 63 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 64 80 gal per min.
- 65
- 66
- 67 a. Private well
- 68 Yes
- 69
- 70
- 71 b. Public or community water systems
- 72 N/A
- 73
- 74
- 75 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
- 76 or un-landscaped yard)
- 77 N/A
- 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 N/A
- 84
- 85
- 86 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any
- 87 required permit)
- 88 N/A
- 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 Driveway from Edgewood Drive to property entrance, and current (& back up)septic drain fields are on an easement.
- 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 Whole property has high water table, south 1/2 is the wettest, especially in spring timeWhole property has high water
- 100 table. south 1/2 is the wettest. especially in spring time
- 101
- 102 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 103 N/A
- 104

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Page 3 of 6

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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 No
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.

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Page 4 of 6

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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 Small amount of obnoxious weeds on property, current owner is diligent about mitigation
 182 Field mice and deer are common, preventative mitigation sometimes needed
 183 Possible repairs to some storage unit doors and buildings
 184 Entrance security camera is a decoy and is not an operating camera
 185 East property Fence is approximately 3 feet in neighbors yard, actual property line is staked out
 186 Metal carport is missing one trust beam due to alteration
 187 Shop door is out of adjustment
 188 Shop loft, not built to code, for very light storage only
 189 BBQ has igniter issues
 190 Hot tub has small leaks, mild separation on fiberglass seat, and missing clip to hold down filter cover
 191 East entry door has wrong sized pin in latch, but functions fine
 192 Laundry, water faucets had freezing issue due to dryer vent, repaired with vent in wall
 193 Lower awning windows in office and Great room are below allowed egress height and porch roof is 2.5/1 pitch, both to allow
 194 for full views from Great room
 195 No grab railing on staircase
 196 A few drywall screws protruding through sheet rock in upstairs ceiling

porch

195 *Water well head needs to be winterized. (Due to spigot on top)*
 196 *NORTH FACING flood light ON SHOP IS NIGHT/DAY MOTION SENSOR ONLY*
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Buyer's or Lessee's Initials

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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.

Steven Knox 04/03/2026
Owner's Signature **Steven Knox** Date

Owner's Signature Date

BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 1455 E Edgewood Whitefish MT 59937
Tract 3K in NE4 NW4 Section 33 Township 31N Range 21W Tract 1 COS 13291

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.