



# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: 07/22/2025

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3 Property: 595 Wapiti Lane Bigfork MT 59911

4 Seller(s): FH Stoltze Land and Lumber Company

5 Seller Agent: Ross A Pickert

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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

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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

35 Seller Agent Signature:  \_\_\_\_\_

36 07/22/2025 **Ross A Pickert**

37 Dated: \_\_\_\_\_

38

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

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41 Buyer Agent: \_\_\_\_\_

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

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45 Dated: \_\_\_\_\_

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47 Buyer Signature: \_\_\_\_\_

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49 Dated: \_\_\_\_\_

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



1 Date: 07/22/2025

2  
3 The undersigned Owner is the owner of certain real property located at \_\_\_\_\_  
4 **595 Wapiti Lane**, in the City of **Bigfork**,  
5 County of **Lake**, Montana, which real property is legally described as:  
6 **SWAN SITES NO 1, S14, T26 N, R19 W, Lot 088**

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. 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

15  
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18  Owner has never been to the Property. 7/7/2023  
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 None.

37  
38  
39 Boundaries or property lines:  
40 None to our knowledge

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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 None to our knowledge

46  
47  
48 Access to or Ownership of the Property – Matters affecting access to or from the Property, legal ownership or title to  
49 None to our knowledge

50  
51  
\_\_\_\_\_  
Buyer's or Lessee's Initials      © 2024 Montana Association of REALTORS®  
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 None

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56 Flooding, drainage or grading problems:

57 None

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60 Location of the Property in a flood plain, shoreline master plan, wetland or other environmentally sensitive area or work conducted by Seller in or around any natural bodies of water:

61 Part of the property lies within the floodplain for Johnson Creek.

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65 a. Water rights and private wells:

66 None

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69 b. Public or Community water systems:

70 None

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73 Restrictive Covenants and Deed restrictions:

74 Subject to the terms and conditions of the Swan Sites subdivision, zoning and applicable HOA.

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77 Septic system approval or existing septic system:

78 Septic feasibility memo is available.

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

82 None

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

86 None

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88

89 Neighborhood noise problems or other nuisances:

90 Not that we are aware of

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

94 Homeowners Association with fees

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97 Notice of abatement or citations against the Property:

98 None

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

102 None

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105 Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:

106 Gravel Pit and Gun Club across the highway

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109 Street or utility improvement planned that may affect or be assessed against the Property:

110 Unknown

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113 Known information concerning utility connections:

114 Unknown

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117 Zoning or land use change planned or being considered by the city or county:

118 Unknown

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

122 Unknown

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125 Underground storage tanks or class II injection wells:

126 None

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129 Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases or reservations:

130 None

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134 Conservation Easements (existing or proposed):

135 None

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138 Landfill (compacted or otherwise) on the Property or any portion thereof:

139 None

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

143 None

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Pests, rodents:

Unknown

Noxious Weeds:


Probably some weeds

Airport affected area:

Unknown


Other matters as set forth below including environmental issues, structural system issues, mechanical issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge concerning the Property. Two legally abandoned wells on the property. Copy of well abandonment documents are available to the agent.

\_\_\_\_\_/\_\_\_\_\_  
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 07/22/2025  
211 **Paul McKenzie**  
212 Owner \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_/\_\_\_\_\_  
Owner's Initials

**BUYER'S ACKNOWLEDGEMENT**

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Subject Property Address: 595 Wapiti Lane Bigfork MT 59911  
SWAN SITES NO 1, S14, T26 N, R19 W, Lot 088

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.