



MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (LAND)



1 Date: **April 6, 2025**

2
3 Property: **Lot 7 Seasons Edge, Seeley Lake, MT 59868**

4 Seller(s): **Michael P Szatalowicz**

5 Seller Agent: **Jeffery Micklitz**

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 **Legal description is S05, T16 N, R15 W, C.O.S. 3237, PARCEL 7, IN SW4 NW4 & NW4 SW4. Lot could**
23 **potentially have a Seasons Edge or Beaver Creek Road address since it borders both roads. TBD by**
24 **buyer with Missoula County.**

25 _____
26 _____
27 _____

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:  04/06/2025
36 **Jeffery Micklitz**

37 Dated: _____

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

40
41 Buyer Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

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



1 Date: April 6, 2025

2
3 The undersigned Owner is the owner of certain real property located at Lot 7 Seasons Edge
4 _____, in the City of Seeley Lake
5 County of Missoula, Montana, which real property is legally described as:
6 S05, T16 N, R15 W, C.O.S. 3237, PARCEL 7, IN SW4 NW4 & NW4 SW4
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.

OWNER'S DISCLOSURE

- 15
16
17
18 Owner has never been to the Property.
19 Owner has not been to the Property since August 1995 (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 N/A
37 _____
38 _____

39 Boundaries or property lines:
40 N/A
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 No
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 No
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 No

54 _____

55 _____

56 Flooding, drainage or grading problems:

57 No

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 No

63 _____

64 _____

65 a. Water rights and private wells:

66 None

67 _____

68 _____

69 b. Public or Community water systems:

70 No

71 _____

72 _____

73 Restrictive Covenants and Deed restrictions:

74 No

75 _____

76 _____

77 Septic system approval or existing septic system:

78 No

79 _____

80 _____

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

82 No.

83 _____

84 _____

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

86 None

87 _____

88 _____

89 Neighborhood noise problems or other nuisances:

90 No

91 _____

92 _____

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

94 Yes. I will make available the Declaration of Covenants, Conditions, Restrictions, and Bylaws of the Homeowners Association.

95 _____

96 _____

97 Notice of abatement or citations against the Property:

98 None

99 _____

100 _____

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

102 None

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 No



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

110 I am not aware of any.

111

112

113 Known information concerning utility connections:

114 This is a property which is part of the Eagle Point Ranch Homeowners Association. There should be no issues with utility
115 connections.

116

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

118 No

119

120

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

122 Not that I am aware of. I think my property taxes went down last year from previous years.

123

124

125 Underground storage tanks or class II injection wells:

126 No

127

128

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

131 None

132

133

134 Conservation Easements (existing or proposed):

135 None

136

137

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

139 No

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 No

145

146

147 Pests, rodents:

148 This is 20 acres of wooded raw land so I am certain that there are rodents or potentially pests running around on the property.

149

150

151 Noxious Weeds:

152 The homeowner association sprays for weed abatement annually to my knowledge. That is part of my annual homeowners
153 association fees which were \$650.00 last year.

154

155 Airport affected area:

156 No

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 No

162

163

164

_____/_____
Buyer's or Lessee's Initials

 _____ / _____
Owner's Initials

165 _____
 166 _____
 167 _____
 168 _____
 169 _____
 170 _____
 171 _____
 172 _____
 173 _____
 174 _____
 175 _____
 176 _____
 177 _____
 178 _____
 179 _____
 180 _____
 181 _____
 182 _____
 183 _____
 184 _____
 185 _____
 186 _____
 187 _____
 188 _____
 189 _____
 190 _____
 191 _____
 192 _____
 193 _____
 194 _____
 195 _____
 196 _____
 197 _____
 198 _____
 199 _____
 200 _____
 201 _____
 202 _____
 203 _____
 204 _____
 205 _____
 206 _____

207 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
208 belief as of the date signed by Owner.

209
210 Owner  _____ Date 04/06/2025

211 **Michael P Szatalowicz**
212 Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

 _____ / _____
Owner's Initials

BUYER'S ACKNOWLEDGEMENT

211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233

Subject Property Address: Lot 7 Seasons Edge, Seeley Lake, MT 59868

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.