

SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
 (Continued)

	YES	NO	DON'T KNOW	N/A	
*F. Are there any written agreements for joint maintenance of an easement or right of way?	[]	[]	[]	[]	50
*G. Is there any study, survey project, or notice that would adversely affect the property?	[]	[]	[]	[]	51
*H. Are there any pending or existing assessments against the property?	[]	[]	[]	[]	52
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	[]	[]	[]	[]	53
*J. Is there a boundary survey for the property?	[]	[]	[]	[]	54
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?	[]	[]	[]	[]	55

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process. 59
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2. WATER 65

A. Household Water 66

(1) Does the property have potable water supply?	[]	[]	[]	[]	67
(2) If yes, the source of water for the property is: [] Private or publicly owned water system					68
[] Private well serving only the property * [] Other water system					69
*If shared, are there any written agreements?	[]	[]	[]	[]	70
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	[]	[]	[]	[]	71
* (4) Are there any problems or repairs needed?	[]	[]	[]	[]	72
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	[]	[]	[]	[]	73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	[]	[]	[]	[]	74
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	[]	[]	[]	[]	75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	[]	[]	[]	[]	76
* (b) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	[]	[]	[]	77
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	[]	[]	[]	[]	78
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	[]	[]	[]	[]	79

B. Irrigation Water 80

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	[]	[]	[]	[]	81
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	[]	[]	[]	82
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	[]	[]	[]	[]	83

SELLER'S INITIALS _____ Date _____ SELLER'S INITIALS _____ Date _____

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	YES	NO	DON'T KNOW	N/A	
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* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? [] [] [] []					96
If so, please identify the entity that supplies irrigation water to the property:					97
_____					98
C. Outdoor Sprinkler System					99
(1) Is there an outdoor sprinkler system for the property?	[]	[]	[]	[]	100
*(2) If yes, are there any defects in the system?	[]	[]	[]	[]	101
*(3) If yes, is the sprinkler system connected to irrigation water?	[]	[]	[]	[]	102
3. SEWER/SEPTIC SYSTEM					103
A. The property is served by:					104
[] Public sewer system					105
[] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
[] Other disposal system					107
Please describe: _____					108
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	[]	[]	[]	[]	109
					110
C. If the property is connected to an on-site sewage system:					111
*(1) Was a permit issued for its construction?	[]	[]	[]	[]	112
*(2) Was it approved by the local health department or district following its construction?	[]	[]	[]	[]	113
(3) Is the septic system a pressurized system?	[]	[]	[]	[]	114
(4) Is the septic system a gravity system?	[]	[]	[]	[]	115
*(5) Have there been any changes or repairs to the on-site sewage system?	[]	[]	[]	[]	116
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	[]	[]	[]	[]	117
					118
If no, please explain: _____					119
*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	[]	[]	[]	[]	120
					121
4. ELECTRICAL/GAS					122
A. Is the property served by natural gas?	[]	[]	[]	[]	123
B. Is there a connection charge for gas?	[]	[]	[]	[]	124
C. Is the property served by electricity?	[]	[]	[]	[]	125
D. Is there a connection charge for electricity?	[]	[]	[]	[]	126
*E. Are there any electrical problems on the property?	[]	[]	[]	[]	127
5. FLOODING					128
A. Is the property located in a government designated flood zone or floodplain?	[]	[]	[]	[]	129

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	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					130
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	[]	[]	[]	[]	132
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	[]	[]	[]	[]	134 135
*B. Does any part of the property contain fill dirt, waste, or other fill material?	[]	[]	[]	[]	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	[]	[]	[]	[]	137 138
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	[]	[]	[]	[]	139
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	[]	[]	[]	[]	140 141 142
*F. Has the property been used for commercial or industrial purposes?	[]	[]	[]	[]	143
*G. Is there any soil or groundwater contamination?	[]	[]	[]	[]	144
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	[]	[]	[]	[]	145 146
*I. Has the property been used as a legal or illegal dumping site?	[]	[]	[]	[]	147
*J. Has the property been used as an illegal drug manufacturing site?	[]	[]	[]	[]	148
*K. Are there any radio towers that cause interference with cellular telephone reception?	[]	[]	[]	[]	149
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
A. Is there a homeowners' association?	[]	[]	[]	[]	151
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					152 153 154
B. Are there regular periodic assessments?	[]	[]	[]	[]	155
\$ _____ per [] month [] year					156
[] Other: _____					157
*C. Are there any pending special assessments?	[]	[]	[]	[]	158
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	[]	[]	[]	[]	159 160 161
9. OTHER FACTS					162
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	[]	[]	[]	[]	163
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	[]	[]	[]	[]	164 165

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	YES	NO	DON'T KNOW	N/A	
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*C. Is the property classified or designated as forest land or open space?	[]	[]	[]	[]	168
D. Do you have a forest management plan? If yes, attach.	[]	[]	[]	[]	169
*E. Have any development-related permit applications been submitted to any government agencies?	[]	[]	[]	[]	170
If the answer to E is "yes," what is the status or outcome of those applications?					171
_____					172
F. Is the property located within a city, county, or district or within a department of natural resources					173
fire protection zone that provides fire protection services?	[]	[]	[]	[]	174
10. FULL DISCLOSURE BY SELLERS					175
A. Other conditions or defects:					176
*Are there any other existing material defects affecting the property that a prospective					177
buyer should know about?	[]	[]	[]	[]	178
B. Verification					179
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and					180
Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and					181
against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a					182
copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					183
_____					184
Seller	Date	Seller	Date		185

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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II. NOTICES TO THE BUYER	213
1. SEX OFFENDER REGISTRATION	214
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	215 216 217
2. PROXIMITY TO FARMING/WORKING FOREST	218
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	219 220 221 222
3. OIL TANK INSURANCE	223
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	224 225 226
III. BUYER'S ACKNOWLEDGEMENT	227
1. BUYER HEREBY ACKNOWLEDGES THAT:	228
A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.	229 230
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.	231 232
C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	233 234
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	235
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	236 237
DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	238 239 240 241 242 243
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.	244 245 246
_____ Buyer _____ Date _____ Buyer _____ Date	247 248
2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	249
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	250 251
_____ Buyer _____ Date _____ Buyer _____ Date	252 253
3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	254
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	255 256 257
_____ Buyer _____ Date _____ Buyer _____ Date	258 259

SELLER'S INITIALS _____ Date _____ SELLER'S INITIALS _____ Date _____