

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

**SELLER:** Mike Huseby Nancy Bloom Scandia LLC  
Seller Seller Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT XXX Palmer Loop Lot 20, CITY Chewelah

STATE WA, ZIP 99109, COUNTY Stevens ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER  IS /  IS NOT OCCUPYING THE PROPERTY.

**I. SELLER'S DISCLOSURES:**

\* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE	YES	NO	DON'T KNOW	NA
A. Do you have legal authority to sell the property? If no, please explain.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MB 9/18/2020  
 SELLER'S INITIALS Date

mb 9-25-2020  
 SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DONT KNOW	N/A	
*F. Are there any written agreements for joint maintenance of an easement or right of way? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50 51 52
*G. Is there any study, survey project, or notice that would adversely affect the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58 59 60 61 62

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

**2. WATER**

A. Household Water					63
(1) Does the property have potable water supply? <i>WATER IS AVAILABLE AT PROPERTY LINE</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64 65
(2) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					66
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					67
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	69 70
* (4) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72 73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	76 77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	78 79
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80 81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	82 83
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
B. Irrigation Water					85
(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.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86 87
(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88 89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	90 91

VB      9/19/2020      mlg      9-25-2020  
 SELLER'S INITIALS      Date      SELLER'S INITIALS      Date

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

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YES NO DON'T KNOW N/A 82  
 \* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....     83  
 If so, please identify the entity that supplies irrigation water to the property: \_\_\_\_\_ 84  
 \_\_\_\_\_ 85  
 \_\_\_\_\_ 86

**C. Outdoor Sprinkler System**

(1) Is there an outdoor sprinkler system for the property? .....     97  
 \*(2) If yes, are there any defects in the system? .....     98  
 \*(3) If yes, is the sprinkler system connected to irrigation water? .....     99  
 \_\_\_\_\_ 100

**3. SEWER/SEPTIC SYSTEM**

**A. The property is served by:**

Public sewer system 101  
 On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 102  
 Other disposal system 103  
 Please describe: N/A 104  
 \_\_\_\_\_ 105  
 \_\_\_\_\_ 106

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? .....     107  
 \_\_\_\_\_ 108

**C. If the property is connected to an on-site sewage system:**

\*(1) Was a permit issued for its construction? .....     109  
 \*(2) Was it approved by the local health department or district following its construction? .....     110  
 (3) Is the septic system a pressurized system? .....     111  
 (4) Is the septic system a gravity system? .....     112  
 \*(5) Have there been any changes or repairs to the on-site sewage system? .....     113  
 (6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....     114  
 If no, please explain: \_\_\_\_\_ 115  
 \_\_\_\_\_ 116  
 \*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....     117  
 \_\_\_\_\_ 118  
 \_\_\_\_\_ 119

**4. ELECTRICAL/GAS**

A. Is the property served by natural gas? ..... is available     120  
 B. Is there a connection charge for gas? .....     121  
 C. Is the property served by electricity? ..... is available     122  
 D. Is there a connection charge for electricity? .....     123  
 \*E. Are there any electrical problems on the property? .....     124  
 \_\_\_\_\_ 125

**5. FLOODING**

A. Is the property located in a government designated flood zone or floodplain? .....     126  
 \_\_\_\_\_ 127

MS 9/19/2020 mt 9-25-2020  
 SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

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**6. SOIL STABILITY**

\*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? .....  YES  NO  DON'T KNOW  N/A 128  
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**7. ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....  YES  NO  DON'T KNOW  N/A 131  
 132  
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\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....  YES  NO  DON'T KNOW  N/A 134

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....  YES  NO  DON'T KNOW  N/A 135  
 136

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....  YES  NO  DON'T KNOW  N/A 137

\*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? .....  YES  NO  DON'T KNOW  N/A 138  
 139  
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\*F. Has the property been used for commercial or industrial purposes? .....  YES  NO  DON'T KNOW  N/A 141

\*G. Is there any soil or groundwater contamination? .....  YES  NO  DON'T KNOW  N/A 142

\*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? .....  YES  NO  DON'T KNOW  N/A 143  
 144

\*I. Has the property been used as a legal or illegal dumping site? .....  YES  NO  DON'T KNOW  N/A 145

\*J. Has the property been used as an illegal drug manufacturing site? .....  YES  NO  DON'T KNOW  N/A 146

\*K. Are there any radio towers that cause interference with cellular telephone reception? .....  YES  NO  DON'T KNOW  N/A 147

**8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a homeowners' association? .....  YES  NO  DON'T KNOW  N/A 148

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: ..... 149  
 150  
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B. Are there regular periodic assessments? Yearly Membership Fee .....  YES  NO  DON'T KNOW  N/A 153

\$ 1267 per  month  year if paid by Jan. 31  
 Other: Fee for 2020 ..... 154  
 155

\*C. Are there any pending special assessments? .....  YES  NO  DON'T KNOW  N/A 156

\*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)? .....  YES  NO  DON'T KNOW  N/A 157  
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**9. OTHER FACTS**

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....  YES  NO  DON'T KNOW  N/A 160

\*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? .....  YES  NO  DON'T KNOW  N/A 161  
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VJB  
 SELLER'S INITIALS  
9/19/2020  
 Date

mtf.  
 SELLER'S INITIALS  
9-25-2020  
 Date

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

- |   | YES                                 | NO                                  | DONT<br>KNOW             | N/A                      |            |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|------------|
| *C. Is the property classified or designated as forest land or open space?.....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164<br>165 |
| D. Do you have a forest management plan? If yes, attach. ....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166<br>167 |
| *E. Have any development-related permit applications been submitted to any government agencies?.....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168        |
| If the answer to E is "yes," what is the status or outcome of those applications?   |                                     |                                     |                          |                          | 169        |
| _____   |                                     |                                     |                          |                          | 170        |
| F. Is the property located within a city, county, or district or within a department of natural resources<br>fire protection zone that provides fire protection services? ..... | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 171<br>172 |

**10. FULL DISCLOSURE BY SELLERS**

- |   |                          |                                     |                          |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| A. Other conditions or defects:   |                          |                                     |                          |                          | 173                      |
| *Are there any other existing material defects affecting the property that a prospective<br>buyer should know about?.....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174<br>175<br>176        |
| B. Verification   |                          |                                     |                          |                          | 177                      |
| The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and<br>Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and<br>against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a<br>copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. |                          |                                     |                          |                          | 178<br>179<br>180<br>181 |

<u>Murray Brown</u>	<u>8/19/2020</u>	<u>Mela Heesly</u>	<u>9-25-2020</u>
<small>Seller</small>	<small>Date</small>	<small>Seller</small>	<small>Date</small>

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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**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION** 211  
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 212  
AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 213  
AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 214  
215

**2. PROXIMITY TO FARMING/WORKING FOREST** 216  
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 217  
CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 218  
INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 219  
UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 220

**3. OIL TANK INSURANCE** 221  
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 222  
AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 223  
INSURANCE AGENCY. 224

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:** 225  
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 226  
utilizing diligent attention and observation. 227  
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 228  
not by any real estate licensee or other party. 229  
C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information 230  
provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 231  
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 232  
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 233  
received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 234  
235

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 236  
ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 237  
AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 238  
SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 239  
DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 240  
MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 241

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 242  
THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 243  
LICENSEE OR OTHER PARTY. 244

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 245  
246

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 247

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 248  
waives Buyer's right to revoke Buyer's offer based on this disclosure. 249

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 250  
251

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT** 252

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 253  
However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 254  
the receipt of the "Environmental" section of the Seller Disclosure Statement. 255

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 256  
257

215  
SELLER'S INITIALS  
9/19/2020  
Date

[Signature]  
SELLER'S INITIALS  
9-25-2020  
Date