Form 17

SELLER DISCLOSURE STATEMENT

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Seller Disclosure Statement **IMPROVED PROPERTY** Rev. 8/21 Page 1 of 6 Wermuth, David Wermuth, Gail SELLER:

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

Please co "NA." If the the questi statement	extrions to the seller complete the following form. Do not leave any spaces blank. If the question clearly does not answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Pleast ion(s) when you provide your explanation(s). For your protection you must date and initing the angle and each attachment. Delivery of the disclosure statement must occur not later than agreed, after mutual acceptance of a written purchase and sale agreement between Buyer.	e refer to the al each page five (5) busi	e line	number(is disclo	s) of sure	5 6 7 8 9	
NOTICE	TO THE BUYER					11	
THE FOL	LOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE Gold Mountain Road CITY Republic	HE PROPER	TY LO	CATED	AT ,	12 13	
STATE LEGALLY	VA , ZIP 99166 , COUNTY Ferry O DESCRIBED ON THE ATTACHED EXHIBIT A.	_ ("THE PRO	OPER	TY") OF	≀ AS	14 15	
ON SELI STATEME THE DAY BY DELIV SELLER I	MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL LER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THRE'S SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO VERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAD OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.	MPLETES THEE (3) BUSING ORESCIND OR SELLER	HIS D HESS I THE A S'S AG	ISCLOS DAYS F GREEM ENT. IF	ROM MENT THE	16 17 18 19 20 21 22	
LICENSE	LOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTA' E OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT ITTEN AGREEMENT BETWEEN BUYER AND SELLER.					23 24 25	
TO OBTA WITHOU BUILDING THE PRO PROPER	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 / □ i	s not occup	ying t	he Prop	erty.	33	
If you	R'S DISCLOSURES: answer "Yes" to a question with an asterisk (), please explain your answer and attach ise publicly recorded. If necessary, use an attached sheet.	documents, i	f avail	lable an	d not	34 35 36 37	
1. TIT	LE			KNOW		38	
	Do you have legal authority to sell the property? If no, please explain					39	
*B.	Is title to the property subject to any of the following? (1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life estate?				0 0	40 41 42 43 44	
	Are there any encroachments, boundary agreements, or boundary disputes?		9			45	
	Is there a private road or easement agreement for access to the property?					46	
*E.	Are there any rights-of-way, easements, or access limitations that may affect the Buyer's the property?	use of				47 48	
	Are there any written agreements for joint maintenance of an easement or right-of-way?.		B			49	
*G.	Is there any study, survey project, or notice that would adversely affect the property?					50	
*H.	Are there any pending or existing assessments against the property?					51	
*1.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the		-/	/_		52	

property that would affect future construction or remodeling?

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(Continued)

age	2010	(Sommed)	YES	NO	DON'T	N/A	54
	* 1	Is there a boundary survey for the property?		1	KNOW		55 56
		Are there any covenants, conditions, or restrictions recorded against the property?					57
	13.	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.			_	_	58 59 60 61 62
2.	WA	TER					63
	A.	Household Water					64
		(1) The source of water for the property is: □ Private or publicly owned water system Private well serving only the subject property *□ Other water system					65 66
		*If shared, are there any written agreements?					67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	□				68 69
		*(3) Are there any problems or repairs needed?	□				70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water?					71
		If no, please explain:					72
		*(5) Are there any water treatment systems for the property?	2				73
		If yes, are they: Leased Owned **(C) As a three provides digital for the property appeals and with its demostic water supply, such			/		74
		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	🗆	9			75 <i>7</i> 6
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?				4	77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years					78
		* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?					79
	В.	Irrigation Water					80
	٥.	(1) Are there any irrigation water rights for the property, such as a water right permit,	_	_	/_		81
		certificate, or claim?					82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?					∕ 83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)					85
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	0				86
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?					87
		If so, please identify the entity that supplies water to the property:					88
							89
	C.	Outdoor Sprinkler System					90
		(1) Is there an outdoor sprinkler system for the property?		B			91
		*(2) If yes, are there any defects in the system?	□			9	92
		*(3) If yes, is the sprinkler system connected to irrigation water?	🗆				93
3.	SE	WER/ON-SITE SEWAGE SYSTEM					94
	A.	The property is served by:					95
	 □ Public sewer system □ On-site sewage system (including pipes, tanks, drainfields, and all other component part □ Other disposal system 				arts)		96 97
		Please describe:					98
	В.	If public sewer system service is available to the property, is the house connected to the sewer main?					99 100
		If no, please explain:					101

SELLER'S INITIALS

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(Continued)

*C	. Is the property subject to any sewage system fees or charges in addition to those covered	YES	NO	DON'T KNOW	N/A	102 103
_	in your regularly billed sewer or on-site sewage system maintenance service?	U				104
D	If the property is connected to an on-site sewage system:					105
	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?/					106
	11 . 12		4	ш		107
	(2) When was it last pumped?					108
	*(3) Are there any defects in the operation of the on-site sewage system?		1			109
	(4) When was it last inspected?			9		110
	By whom: STOTTS					111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms				.	112
Е	E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?					113 114
	If no, please explain:			/		115
*F	F. Have there been any changes or repairs to the on-site sewage system?					116
C	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	D				117 118
	If no, please explain:					119
*H	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?		4			120 121
WHIC	CE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123 124
4. S1	TRUCTURAL			/		125
*A	Has the roof leaked within the last 5 years?		A			126
*B	3. Has the basement flooded or leaked?		4			127
*C	C. Have there been any conversions, additions or remodeling?					128
	*(1) If yes, were all building permits obtained?				2	129
	*(2) If yes, were all final inspections obtained?				9	130
D	If yes, year of original construction:					131
				. D		132 133
	E. Has there been any settling, slippage, or sliding of the property or its improvements?					
" -	F. Are there any defects with the following: (If yes, please check applicable items and explain) □ Foundations □ Decks □ Exterior Walls		22		_	134 135
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms					136
	☐ Doors ☐ Windows ☐ Patio					137 138
	☐ Ceilings ☐ Slab Floors ☐ Driveways ☐ Pools ☐ Hot Tub ☐ Sauna					139
	☐ Sidewalks ☐ Outbuildings ☐ Fireplaces					140
	☐ Garage Floors ☐ Walkways ☐ Siding ☐ Wood Stoves ☐ Elevators ☐ Incline Elevators					141 142
	 □ Wood Stoves □ Elevators □ Incline Elevators □ Other	-		/		143
*(G. Was a structural pest or "whole house" inspection done?					144
	If yes, when and by whom was the inspection completed?					145
				/		146
ŀ	H. During your ownership, has the property had any wood destroying organism or pest infestation?		B			147
	l. Is the attic insulated?	'				148
J	. Is the basement insulated?					149

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(Continued)

_			YES	NO	DON'T	N/A	150
5.		ITEMS AND FIXTURES			KNOW		151
		If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:			/		152 153
		Electrical system, including wiring, switches, outlets, and service	□		/ 🗆		154
		Plumbing system, including pipes, faucets, fixtures, and toilets		D			155
		Hot water tank		M			156
		Garbage disposal				de	157
		Appliances					158 159
		Heating and cooling systems					160
		Security system: Owned Leased	🗆			Ø,	161
		Other	🗖			12	162
	*B.	If any of the following fixtures or property is included with the transfer, are they leased?					163 164
		(If yes, please attach copy of lease.)	П				165
		Security System:		y	, ,		166
		Satellite dish:					167
		Other:		Ø			168
	*C.	Are any of the following kinds of wood burning appliances present at the property?					169
		(1) Woodstove?					170
		(2) Fireplace insert?					171 172
		(4) Fireplace?		2			173
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental		r.			174
		Protection Agency as clean burning appliances to improve air quality and public health?	□			Z	175
	D.	Is the property located within a city, county, or district or within a department of natural					/ 176
		resources fire protection zone that provides fire protection services?	u			U	177
	E.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)					178 179
	_	must equip the residence with carbon monoxide alarms as required by the state building code.)	u				180
	г.	Is the property equipped with smoke detection devices?	483	- Land	_		181
		detection device, at least one must be provided by the seller.)					182
	G.	Does the property currently have internet service?	☑				183
		Provider:					184
6.		MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
	A.	Is there a Homeowners' Association?		4			186
		Name of Association and contact information for an officer, director, employee, or other authorized					187
		agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:					188 189
	В	Are there regular periodic assessments?					190
	٥.	\$per □ month □ year					191
		□ Other:			/		192
	*C.	Are there any pending special assessments?		4			193
		Are there any shared "common areas" or any joint maintenance agreements (facilities			,		194
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas	_	_/	/	_	195
		co-owned in undivided interest with others)?		A			196
7.	EN	VIRONMENTAL			,		197
	*A.	Have there been any flooding, standing water, or drainage problems on the property			/ D		198 199
	+0	that affect the property or access to the property?					200
				-	/ -		201
	C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		d	/ 🗆		202
	D	Are there any shorelines, wetlands, floodplains, or critical areas on the property?					203
		Are there any substances, materials, or products in or on the property that may be environmental			,		204
	ш.	concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical		_/	/,	_	205
		storage tanks, or contaminated soil or water?		Ø			206
	*F.	Has the property been used for commercial or industrial purposes?	ப				207
		1 1 1 1 1 1					

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			YES	NO	DON'T	N/A	208 209
	*G.	. Is there any soil or groundwater contamination?	□	P			210
	*H.	. Are there transmission poles or other electrical utility equipment installed, maintained, or					211
		buried on the property that do not provide utility service to the structures on the property?		4	/0		212
	*1.	Has the property been used as a legal or illegal dumping site?					213
	*J.	Has the property been used as an illegal drug manufacturing site?		9			214
	*K.	Are there any radio towers in the area that cause interference with cellular telephone reception?	□	2			215
8.	LE/	AD BASED PAINT (Applicable if the house was built before 1978).					216
	A.	Presence of lead-based paint and/or lead-based paint hazards (check one below):		1			217
		☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)					218 219
		☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the house	ing.				220
	B.	Records and reports available to the Seller (check one below):					221
		Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					222 223
							224
		☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard	ls in the h	nousin	g.		225
9.	MA	ANUFACTURED AND MOBILE HOMES					226
		he property includes a manufactured or mobile home,			/		227
	*A.	. Did you make any alterations to the home?					228
		If yes, please describe the alterations:	_		/_	-	229
		. Did any previous owner make any alterations to the home?					230
	*C.	. If alterations were made, were permits or variances for these alterations obtained?		1			231
10.	FUI	ILL DISCLOSURE BY SELLERS					232
	A.	Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about?					233 234 235
	B.	Nerification The foregoing answers and attached explanations (if any) are complete and correct to the best Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lic against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees and all prospective buyers of the properties. Seller Seller Seller	ensees hicensees, operty.	narmle	ess from	and	236 237 238 239 240 241

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line 242 number(s) of the question(s).

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II. NOTICES TO THE BUYER 257 1. SEX OFFENDER REGISTRATION 258 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 259 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 260 261 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 2. PROXIMITY TO FARMING/WORKING FOREST 262 263 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 264 265 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 266 UNDER RCW 7,48,305. THE WASHINGTON RIGHT TO FARM ACT. 3. OIL TANK INSURANCE 267 268 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 269 270 INSURANCE AGENCY. 271 III. BUYER'S ACKNOWLEDGEMENT 1. BUYER HEREBY ACKNOWLEDGES THAT: 272 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 273 274 utilizing diligent attention and observation. B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 275 276 not by any real estate licensee or other party. 277 Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 278 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 279 This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 280 E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 281 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 282 283 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 284 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 285 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 286 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 287 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 288 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 289 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 290 291 LICENSEE OR OTHER PARTY. 292 293 Date Buyer Date Buver 294 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 295 296 waives Buyer's right to revoke Buyer's offer based on this disclosure. 297 Buyer Buyer Date 298 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 299 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 300 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 301 the receipt of the "Environmental" section of the Seller Disclosure Statement. 302 303 Date Date Buyer 304