Form 17 Seller Disclosure Statement Rev. 8/21

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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Page 1 of 6 **Marion H Mcgaffey** Kevin C Mcgaffey SELLER: 1 To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 3 dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public 4 offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. 5 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 6 "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 8 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 9 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10 11 NOTICE TO THE BUYER THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 , CITY Republic Sandpiper Way 13 ZIP 99166 COUNTYFerry STATE WA ("THE PROPERTY") OR AS 14 15 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 19 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 20 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 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 23 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 25 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 27 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 29 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 30 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 31 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. Seller □ is / v□ is not occupying the Property. 33 I. SELLER'S DISCLOSURES: 34 35 *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. 36 **DON'T** NO NA 37 1. TITLE KNOW 38 39 A. Do you have legal authority to sell the property? If no, please explain. *B. Is title to the property subject to any of the following? 40 41 (2) Option 42 (3) Lease or rental agreement 43 (4) Life estate? 44 *C. Are there any encroachments, boundary agreements, or boundary disputes?.....□ M 45 46 *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 Z the property? 48 W 49 *F. Are there any written agreements for joint maintenance of an easement or right-of-way?............□

KCm 11-75-24 SELLER'S INITIALS Date

SELLER'S INITIALS Date

*G. Is there any study, survey project, or notice that would adversely affect the property?□

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the

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	*.1	Is there a boundary survey for the property?	YES	NO	DON'T KNOW	N/A	54 55 56
		Are there any covenants, conditions, or restrictions recorded against the property?					57
		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?	ø				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?		Ø			70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain:					71 72
		*(5) Are there any water treatment systems for the property?	□		₩		73 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?	. 🗆	Ø			75 76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?				Ø	77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	2 🗆			Z	78
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?		Ø			79
	B.	Irrigation Water					80
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?					81 82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?				2	83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)				Ø	85
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?				Ø	86
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:		Ø			87 88
	_						89
	C.	Outdoor Sprinkler System (1) In these on outdoor enrinkler queters for the property?		_			90
		(1) Is there an outdoor sprinkler system for the property? *(2) If yes, are there any defects in the system?					91
		*(3) If yes, is the sprinkler system connected to irrigation water?				2	92 93
				_	_	- Sect	93
3.		NER/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 c □ Other disposal system Please describe: 	ompon	ent pa	arts)		96 97
	D						98
	Ď.	If public sewer system service is available to the property, is the house connected to the sewer main?				Ø	99 100
e)		If no, please explain:					101

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Date

Date

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*C.	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?	YES	NO Z	DON'T KNOW	N/A	102 103 104
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?	0		Ø	٥	106 107
	(2) When was it last pumped? 2012					108
	*(3) Are there any defects in the operation of the on-site sewage system?					109
	(4) When was it last inspected?			Ø		110
	By whom:					111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms			2		112
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	⊠				113 114
	If no, please explain:		_			115
	Have there been any changes or repairs to the on-site sewage system?	u				116
G.	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	Ø				117 118
*H.	If no, please explain: Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?		2	0		119 120 121
WHICH	EE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FO H HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUES ICTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123 124
	RUCTURAL					125
	Has the roof leaked within the last 5 years?		Z			126
*B.	Has the basement flooded or leaked?	0	Z			127
*C.	Have there been any conversions, additions or remodeling?					128
	*(1) If yes, were all building permits obtained?				Ø	129 130
D.	Do you know the age of the house?			0		131
+-	If yes, year of original construction: 1988				_	132
	Has there been any settling, slippage, or sliding of the property or its improvements?			ū		133
~F.	Are there any defects with the following: (If yes, please check applicable items and explain) □ Foundations □ Decks □ Exterior Walls	4				134
	□ Chimneys □ Interior Walls □ Fire Alarms □ Doors □ Windows □ Patio □ Ceilings □ Slab Floors □ Driveways □ Pools □ Hot Tub □ Sauna ☑ Sidewalks □ Outbuildings □ Fireplaces □ Garage Floors □ Walkways □ Siding					135 136 137 138 139 140 141 142
	 □ Wood Stoves □ Elevators □ Incline Elevators □ Other 					143
*G.	Was a structural pest or "whole house" inspection done?		Ø		0	144 145 146
н	During your ownership, has the property had any wood destroying organism or pest infestation?		Ø			147
п. 1.	Is the attic insulated?					148
J.					Ø	149

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(Continued)

åe	4 01 0	(Continued)	YES	NO	DON'T	N/A	450
5.	SYS	TEMS AND FIXTURES	ILO	NO	KNOW	IWA	150 151
	*A.	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 Plumbing system, including pipes, faucets, fixtures, and toilets Hot water tank Garbage disposal Appliances. Sump pump Heating and cooling systems Security system: □ Owned □ Leased. Other			00000000		154 155 156 157 158 159 160 161 162
	*B.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163 164
		Security System:		0000	0 0 0	ឧធ្យេ	165 166 167 168
	*C.	Are any of the following kinds of wood burning appliances present at the property? (1) Woodstove? (2) Fireplace insert? (3) Pellet stove?	0	E	000	000	169 170 171 172
		(4) Fireplace?					173 174 175
	D.	Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?		_	_	_	176 177
	E.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller					178
	F.	must equip the residence with carbon monoxide alarms as required by the state building code.) Is the property equipped with smoke detection devices?			0		179 180 181 182
	G.	Does the property currently have internet service?	☑				183 184
6.	ноі	MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
		Is there a Homeowners' Association?					186 187 188 189
	B.	Are there regular periodic assessments? \$ 100.00 per month year Other: Water fee \$47 per month	☑				190 191 192
		Are there any pending special assessments?	□				193 194 195
		co-owned in undivided interest with others)?					196
7.		/IRONMENTAL					197
		Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		Ø			198 199
		Does any part of the property contain fill dirt, waste, or other fill material?	□	2			200
		Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		Ø			201 202
		Are there any shorelines, wetlands, floodplains, or critical areas on the property?		2 ′			203 204 205 206
	*F.	storage tanks, or contaminated soil or water?		Z.			207

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ago	0 0.			YES	NO	DON'T KNOW	N/A	208 209
			ere any soil or groundwater contamination?	□	Ø			210
	*H.		there transmission poles or other electrical utility equipment installed, maintained, or	_		_		211
			ed on the property that do not provide utility service to the structures on the property?		2			212
			the property been used as a legal or illegal dumping site?		Ø			213
			the property been used as an illegal drug manufacturing site?		Ø			214
	*K.	Are	there any radio towers in the area that cause interference with cellular telephone reception?	u	2			215
8.			ASED PAINT (Applicable if the house was built before 1978)					216
	A.	Pres	sence of lead-based paint and/or lead-based paint hazards (check one below):					217
			Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					218 219
		Ø	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	ng.				220
	В.	Rec	ords 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
			lead-based paint and/or lead-based paint hazards in the nodeling (not decamente below).					224
		Ø	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards	in the	housir	ıg.		225
0	B# A		ACTURED AND MOBILE HOMES					226
Э.			operty includes a manufactured or mobile home,					227
			you make any alterations to the home?		Z			228
			es, please describe the alterations:					229
			any previous owner make any alterations to the home?					230
	*C.	If al	terations were made, were permits or variances for these alterations obtained?	🗖		Ø		231
10.	FU	LL D	SCLOSURE BY SELLERS					232
	A.		er conditions or defects:					233
		*Are	e there any other existing material defects affecting the property that a prospective er should know about?	ם				234 235
	В		ification					236
	0.	The Sell aga	foregoing answers and attached explanations (if any) are complete and correct to the best er has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lice inst any and all claims that the above information is inaccurate. Seller authorizes real estate lice of this disclosure statement to other real estate licensees and all prospective buyers of the pro-	nsees ensees	harmle	ess from	and	237 238 239 240
		Sel	National Seller Seller	l	1-2	5.29 Da	te	241
			is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessar the question(s).	y). Ple	ase re	efer to th	e line	242 243
			- CUPLEW KAI CCRS					244 245 246
1.	C		- New blooring, bathroom #2 remodel					247 248 249
			Frost heaves on sidenalk					250 251
) <	D.	-	Bout launch and dock per Curlew Kai, HOA					252 253 254 254
								256

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II. NOTICES TO THE BUYER 1. SEX OFFENDER REGISTRATION 1. SEX OFFENDER REGISTRATION 2. SEX OFFENDER REGISTRATION 2. SEX OFFENDER REGISTRATION 2. SEX OFFENDERS AND THE PRESENCE OF REGISTERED SEX OFFENDERS. 2. PIONAMITY OF A PRIME OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 2. PROXIMITY TO FARMING/MORNING FOREST 2. THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LE IN 2. PROXIMITY TO FARMING/MORNING FOREST 2. THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LE IN 2. PROXIMITY TO FARMING/MORNING FOREST 2. THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LE IN 2. SINUAL REAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 2. SINUAL REAL WASHINGTON RIGHT TO FARM FOR MORNING FOR PURCHASE UTILIZES 2. AN OIL TANK INSURANCE 2. THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 2. AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 2. SUBVER HEREBY ACKNOWLEDGES THAT: 2. BUYER HEREBY ACKNOWLEDGES THAT: 3. BUYER'S ACKNOWLEDGEMENT 3. BUYER'S ACKNOWLEDGES THAT: 4. Buyer has a duty to pay diligent attention and observation. 5. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 2. NOT AND A SEAR OF THE PROPERTY AND A SEAR OF THE PROPERTY OF THE PROPERTY AND A SEAR OF THE PROPERTY AND A SEAR OF THE PROPERTY AND A SEAR OF THE PROPERTY AND THE ACKNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE statement below) has 2. RECIPIED TO THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES AND SELLER'S AGENT. YOU 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 2. BUYER HOUSE SO THE PROPERTY AT THE TIME SELLER COMPLETES THE SEAR OF THE PROPERTY AT THE TIME SELLER CONTINUENT BY SELLER OR SELLER'S AGENT. YOU 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 3. BUYER'S WAIVER OF RIGHT TO REVOKE OFF		T10	TO THE BLIVER	257			
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3. OIL TANK INSURANCE 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 280 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 270 INSURANCE AGENCY. 271 372 373 374 375 376 377 377 377 378 378 379 379 379 370 379 370 370 370 370 370 370 370 370 370 370	2.	CLO	IS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR FUNCTIAGE MAY LIE IN OSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST YOUVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED	263 264 265 266			
11. BUYER'S ACKNOWLEDGENTAT: 1. BUYER HEREBY ACKNOWLEDGES THAT: 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 attilizing 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 not by any real estate licensee or other party. 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. D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. E. Buyer (which term includes all persons signing the "Buyer's acceptance" protino of this disclosure statement below) has exceeded a copy of this Disclosure Statement including attachments, if any bearing Seller's signature(s). F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 222 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 284 AND SELLER'S 184 SISCLOSURE. UNLESS BUYER 284 AND SELLER'S 184 SISCLOSURE. UNLESS BUYER 284 AND SELLER'S AGENT DELIVER'S 185 SISCLOSURE. UNLESS BUYER 284 SELLER OR SELLER'S AGENT DELIVER'S 114 SISCLOSURE. UNLESS BUYER 284 SELLER OR SELLER'S AGENT DELIVER'S 114 SISCLOSURE. UNLESS BUYER 284 SELLER OR SELLER'S AGENT OR SELLER'S 184 SISCLOSURE STATEMENT TO RESCIND THE AGREEMENT 285 SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES BY THAT THE DISCLOSURE SMADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 280 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer waives that right. Buyer Date Buy	3.	THI	IS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR FUNCTIONS OF THE POLLUTION LIABILITY I OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY	268 269 270			
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