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## SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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## SELLER: Joanne J. Semler

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.

Seller

#### 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 7 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 8 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 9 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. 11

#### NOTICE TO THE BUYER

THE FOLLOV	VING DISCLOSURES ARE	MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED	13
AT <u>4XXX</u>	Springdale-Hunters	, CITY Springdale,	14

STATE WA , ZIP 99173 , COUNTY Stevens ("THE PROPERTY") OR AS 15 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. ("THE PROPERTY") OR AS 15

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 17 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 18 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 20 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 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. 23

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 25 WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 26

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO 27 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, BUILDING 29 INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE 30 PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY 31 OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, 32 INSPECTION, DEFECTS OR WARRANTIES.

#### Seller $\Box$ is / $\mathbf{Z}$ is not occupying the Property. 34

VES

DON'T

NO

N/A

## 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.
 37

1.	TIT	LE	•		KNOW	 39
	Α.	Do you have legal authority to sell the property? If no, please explain	.0			40
	*В.	Is title to the property subject to any of the following?				41
		(1) First right of refusal	. 🗖	๔		42
		(2) Option	. 🗖	๔		43
		(3) Lease or rental agreement	. 🗖	๔		44
		(4) Life estate?	. 🗖	Ø		45
	*C.	Are there any encroachments, boundary agreements, or boundary disputes?	. 🗖		Ø	46
	*D.	Is there a private road or easement agreement for access to the property?	.0			47
Authentis		Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?	. 🗖		Ø	48 49
11	7	06/21/2024				

R'S INITIALS	2
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Authentisign ID: 3947AF71-772F-EF11-86D4-000D3A8B7EDD

Seller Disclosure Statement - Unimproved

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(Continued)

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		YES	NO	don't Know	N/A	50 51
*F.	Are there any written agreements for joint maintenance of an easement or right of way?	🗖	Ø			52
*G.	Is there any study, survey project, or notice that would adversely affect the property?	ロ		☑		53
*H.	Are there any pending or existing assessments against the property?	ロ		☑		54
*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	ロ		Ø		55 56
*J.	Is there a boundary survey for the property?	□		๔		57
*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	ם		Ø		58
	<b>NOTICE TO BUYER:</b> 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 60 61 62 63 64
2. WA	TER					65
A.	Household Water					66
	(1) Does the property have potable water supply?	ロ	Ø			67
	<ul> <li>(2) If yes, the source of water for the property is: <ul> <li>Private or publicly owned water system</li> <li>Private well serving only the property *</li> <li>Other water system</li> </ul> </li></ul>					68 69
	*If shared, are there any written agreements?	ロ			Ø	70
	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	ロ			2	71 72
	*(4) Are there any problems or repairs needed?	ロ			☑	73
	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?				☑	74 75
	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	ם			ø	76 77
	(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	ם			๔	78 79
	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	ם			๔	80 81
	*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	ם			Ø	82 83
	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	ם			ً	84 85
	*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	ロ			Ø	86
В.	Irrigation Water					87
	<ul> <li>(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.)</li> </ul>	ロ			Ø	88 89
	(a) If yes, has all or any portion of the water right not been used for five or more successive years?	ロ			๔	90 91
Authentister	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	ロ			๔	92 93
SELLER'	S INITIALS Date SELLER'S INITIALS Date					

Authentisign ID: 3947AF71-772F-EF11-86D4-000D3A8B7EDD

Form 17C

SELLER DISCLOSURE STATEMENT Seller Disclosure Statement - Unimproved **UNIMPROVED PROPERTY** 

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Rev. 8/21 Page 3 of		ALL RIGI	HTS R	ESERVE	)	
		YES	NO	don't Know	N/A	94 95
	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	ם	Ø			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?		Ø			100
	*(2) If yes, are there any defects in the system?				⊿	101
	*(3) If yes, is the sprinkler system connected to irrigation water?	□			Ø	102
3. SE	NER/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     Please describe:					107 108
Р	Is the property subject to any sources system feed or shares in addition to these sourced in					400
D.	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?	ם	Ø			109 110
C.	If the property is connected to an on-site sewage system:					111
	*(1) Was a permit issued for its construction?	ם			ً	112
	*(2) Was it approved by the local health department or district following its construction?	ם			Ø	113
	(3) Is the septic system a pressurized system?	ם			ً	114
	(4) Is the septic system a gravity system?	ם			ً	115
	*(5) Have there been any changes or repairs to the on-site sewage system?	ם			☑	116
	(6) Is the on-site sewage system, including the drainfield, located entirely	-			-4	117
	within the boundaries of the property?				2	118
	If no, please explain:					119
	*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	ם				120 121
4. ELI	ECTRICAL/GAS					122
A.	Is the property served by natural gas?	□	Ø			123
В.	Is there a connection charge for gas?	ם			Ø	124
C.	Is the property served by electricity?	□	Ø			125
D.	Is there a connection charge for electricity?	ם			Ø	126
*E.	Are there any electrical problems on the property?	ם				127
	DODING	_			_	128
A.	Is the property located in a government designated flood zone or floodplain?	🗖	Z			129
Authentision						

SELLER'S INITIALS

06/21/2024

Form Seller Rev. 8 Page	<sup>.</sup> Disc 8/21	Closure Statement - Unimproved UNIMPROVED PROPER	TV Northwest M				
i aye	4 01	(conunded)	YES	NO	DON'T	Ν/Λ	130
6.	SO	DIL STABILITY	TES	NO	KNOW	IWA	130
	*A.	Are there any settlement, earth movement, slides, or similar soil proble	⊮ms on the property?□		Ø		132
7.	EN	IVIRONMENTAL					133
	*A.	Have there been any flooding, standing water, or drainage problems or the property or access to the property?			Ø		134 135
	*B.	Does any part of the property contain fill dirt, waste, or other fill materia	al?ū		Ø		136
	*C.	. Is there any material damage to the property from fire, wind, floods, be earthquake, expansive soils, or landslides?			Z		137 138
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the	property?		Ø		139
	*E.	Are there any substances, materials, or products in or on the property to concerns, such as asbestos, formaldehyde, radon gas, lead-based pair storage tanks, or contaminated soil or water?	int, fuel or chemical		đ		140 141 142
	*F.	Has the property been used for commercial or industrial purposes?		๔			143
	*G.	. Is there any soil or groundwater contamination?			☑		144
	*H.	Are there transmission poles or other electrical utility equipment installe or buried on the property that do not provide utility service to the structu		V			145 146
	*I.	Has the property been used as a legal or illegal dumping site?			Ø		147
	*J.	Has the property been used as an illegal drug manufacturing site?		Ø			148
	*K.	Are there any radio towers that cause interference with cellular telepho	one reception?	ď			149
8.	но	DMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
	Α.	Is there a homeowners' association?		Z			151
		Name of Association and contact information for an officer, director, emplo agent, if any, who may provide the association's financial statements, minu and other information that is not publicly available:	utes, bylaws, fining policy,				152 153 154
	В.	Are there regular periodic assessments?			Z		155
		\$per □ month □ year					156
		Other:					157
	*C.	. Are there any pending special assessments?			Ø		158
	*D.	Are there any shared "common areas" or any joint maintenance agreer such as walls, fences, landscaping, pools, tennis courts, walkways, or co-owned in undivided interest with others)?	other areas	Ø			159 160 161
9	от	THER FACTS					162
5.		<ul> <li>Are there any disagreements, disputes, encroachments, or legal actions or</li> </ul>	oncerning the property?		Z		163
		Does the property have any plants or wildlife that are designated as sp as threatened or endangered by the government?	becies of concern, or listed		2		164 165

Authentision			
JS		06/21/2024	
SELLER'	S INITIALS	D	2

SELLER'S INITIALS

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## SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

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		YES	NO	don't Know	N/A	166 167
*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.		Ø			169
*E.	Have any development-related permit applications been submitted to any go	vernment agencies?		Ø		170
	If the answer to E is "yes," what is the status or outcome of those applica	itions?				171
						172
F.	Is the property located within a city, county, or district or within a department fire protection zone that provides fire protection services?			Ø		173 174
FUL	L DISCLOSURE BY SELLERS					175
A.	Other conditions or defects: *Are there any other existing material defects affecting the property that a buyer should know about?			Ø		176 177 178
В.	Verification The foregoing answers and attached explanations (if any) are complete a Seller has received a copy hereof. Seller agrees to defend, indemnify ar against any and all claims that the above information is inaccurate. Seller a copy of this disclosure statement to other real estate licensees and all prosp	nd hold real estate licensees uthorizes real estate licensees	harmle	ss from	and	179 180 181 182 183
	Joanne J. Semier					184
	Seller Date Seller			Date	е	185

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line	186
number(s) of the question(s).	187
1D reported easement See title report	100

9C See tax designation

10.

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## SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY (Continued)

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#### **II. NOTICES TO THE BUYER**

# SEX OFFENDER REGISTRATION 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. PROXIMITY TO FARMING/WORKING FOREST 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.

CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 220 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 221 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 222

## 3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 224 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 225 INSURANCE AGENCY. 226

#### III. BUYER'S ACKNOWLEDGEMENT

#### 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 229 utilizing diligent attention and observation. 230
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 231 not by any real estate licensee or other party.
   232
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information 233 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 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 236 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 237

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 238 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 239 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 240 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 241 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 242 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 243

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 244 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 245 LICENSEE OR OTHER PARTY. 246

					247
	Buyer	Date	Buyer	Date	248
2.	BUYER'S WAIVER OF RIGHT TO REVO	KE OFFER			249
	Buyer has read and reviewed the Seller's waives Buyer's right to revoke Buyer's off			oves this statement and	250 251
	Buyer	Date	Buyer	Date	252 253
3.	BUYER'S WAIVER OF RIGHT TO RECE		SELLER DISCLOSURE STATEMENT		254
	Buyer has been advised of Buyer's right to However, if the answer to any of the ques the receipt of the "Environmental" section	tions in the section	entitled "Environmental" would be "yes,"	5	255 256 257
	Buyer	Date	Buyer	Date	258 259
uthenti	50%				200

Date

06/21/2024