

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

**SELLER: Thomas W Lining**

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 4XXX Nellie Smith Way, CITY Valley, STATE WA, ZIP 99181, 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/ [X] 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 | N/A |
|--|-----|-----|------------|-----|
| A. Do you have legal authority to sell the property? If no, please explain . . . . .                                     | [X] | [ ] | [ ]        | [ ] |
| *B. Is title to the property subject to any of the following?  |     |     |            |     |
| (1) First right of refusal . . . . .   | [ ] | [X] | [ ]        | [ ] |
| (2) Option . . . . .   | [ ] | [X] | [ ]        | [ ] |
| (3) Lease or rental agreement . . . . .  | [ ] | [X] | [ ]        | [ ] |
| (4) Life estate? . . . . .   | [ ] | [X] | [ ]        | [ ] |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? . . . . .                                    | [ ] | [X] | [ ]        | [ ] |
| *D. Is there a private road or easement agreement for access to the property? . . . . .                                  | [Y] | [ ] | [ ]        | [ ] |
| *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? . . . . . | [ ] | [X] | [ ]        | [ ] |

TC 2-27-26  
SELLER'S INITIALS Date SELLER'S INITIALS Date







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|   | YES | NO                                  | DON'T<br>KNOW | N/A |     |
|---|-----|-------------------------------------|---------------|-----|-----|
| *C. Is the property classified or designated as forest land or open space? .....                          | [ ] | <input checked="" type="checkbox"/> | [ ]           | [ ] | 166 |
| D. Do you have a forest management plan? If yes, attach. ....   | [ ] | <input checked="" type="checkbox"/> | [ ]           | [ ] | 169 |
| *E. Have any development-related permit applications been submitted to any government agencies? ..        | [ ] | <input checked="" type="checkbox"/> | [ ]           | [ ] | 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? .....  | [ ] | <input checked="" type="checkbox"/> | [ ]           | [ ] | 174 |

**10. FULL DISCLOSURE BY SELLERS**

|  |     |                                     |     |     |     |
|--|-----|-------------------------------------|-----|-----|-----|
| A. Other conditions or defects:  |     |                                     |     |     | 176 |
| *Are there any other existing material defects affecting the property that a prospective   |     |                                     |     |     | 177 |
| buyer should know about? .....   | [ ] | <input checked="" type="checkbox"/> | [ ] | [ ] | 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 |

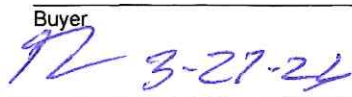

  
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|                        |      |        |      |     |
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| Seller                 | Date | Seller | Date | 184 |
| <b>Thomas W Lining</b> |      |        |      | 185 |

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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| <b>II. NOTICES TO THE BUYER</b>   | 213                                    |
| <b>1. SEX OFFENDER REGISTRATION</b>   | 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<br>216<br>217                      |
| <b>2. PROXIMITY TO FARMING/WORKING FOREST</b>   | 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<br>220<br>221<br>222               |
| <b>3. OIL TANK INSURANCE</b>  | 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<br>225<br>226                      |
| <b>III. BUYER'S ACKNOWLEDGEMENT</b>   | 227                                    |
| <b>1. BUYER HEREBY ACKNOWLEDGES THAT:</b>   | 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<br>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<br>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<br>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<br>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<br>239<br>240<br>241<br>242<br>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<br>245<br>246                      |
| _____ Buyer _____ Date _____ Buyer _____ Date   | 247<br>248                             |
| <b>2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER</b>   | 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<br>251                             |
| _____ Buyer _____ Date _____ Buyer _____ Date   | 252<br>253                             |
| <b>3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT</b>  | 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<br>256<br>257                      |
| _____ Buyer _____ Date _____ Buyer _____ Date   | 258<br>259                             |
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| SELLER'S INITIALS _____ Date _____ SELLER'S INITIALS _____ Date _____   |  |