



Frontier Title & Escrow Company of the Tri-Cities, Inc.

119 W. Astor
Colville, WA 99114
Telephone No. (509) 685-9203
Fax No. (509) 685-9208

Exhibit 'A'

Parcel No.: 2439701

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 28 North, Range 40 East, W.M., in Stevens County, Washington.

Buyer

Seller

Buyer

Seller

This property HAS NOT BEEN EXAMINED.

Any documents or record matters provided herein are for informational purposes only, and shall not be used as a basis for closing any transaction affecting title to said property.

The legal description contained herein was taken from the record and is the presumed intention of the parties to the transaction.

Said description must be examined and approved by all parties prior to closing.

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Dustin A. Lyons Nicole M. Lyons 1
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2
condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW 3
Chapter 64.06 for further information. 4

INSTRUCTIONS TO THE SELLER 5

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
the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8
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

NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12
5249 C Happy Hill Rd., CITY Tum Tum, 13
STATE WA, ZIP 99034, COUNTY STEVENS ("THE PROPERTY") OR AS 14
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15

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
THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19
BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20
SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21
PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 22

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
ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26
TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 27
WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 28
BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29
THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30
PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31
ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 32

SELLER IS/ IS NOT OCCUPYING THE PROPERTY. 33

I. SELLER'S DISCLOSURES: 34

"If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not 35
otherwise publicly recorded. If necessary, use an attached sheet. 36

	YES	NO	DON'T KNOW	N/A
1. TITLE				
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?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*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"/>
*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"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DL 03/22/2020
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N.M.L. 03/22/2020
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(Continued)

- | | YES | NO | DONT KNOW | N/A | 52 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|----|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 55 |
| 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. | | | | | 56 |
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2. WATER

A. Household Water

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| (1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system | | | | | 62 |
| <input checked="" type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system | | | | | 63 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 65 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |
| If no, please explain: _____ | | | | | 68 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 70 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 71 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| *(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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 73 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75 |
| *(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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 76 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79 |
| If so, please identify the entity that supplies water to the property: _____ | | | | | 80 |
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C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 90 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
- Other disposal system

Please describe: _____

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	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	99
If no, please explain: _____					100
					101
*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?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? <u>2 years ago</u>					106
					107
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
(4) When was it last inspected?				<input checked="" type="checkbox"/>	109
By whom: _____					110
(5) For how many bedrooms was the on-site sewage system approved? <u>5</u> bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____					113
					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
If no, please explain: _____					117
					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
4. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	129
D. Do you know the age of the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: <u>2010</u>					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	143
If yes, when and by whom was the inspection completed?					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	147
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	148

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	YES	NO	DON'T KNOW	N/A	149
5. SYSTEMS AND FIXTURES					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	156
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	158
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	161
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Tanks (type): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Satellite dish: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	167
*C. Are any of the following kinds of wood burning appliances present at the property?					168
(1) Woodstove?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(2) Fireplace insert?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(3) Pellet stove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(4) Fireplace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	174
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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
F. Is the property equipped with smoke detection devices?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					177
					178
					179
					180
					181
					182
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					183
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
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: _____					185
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	186
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					187
<input type="checkbox"/> Other: _____					188
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	189
*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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	190
					191
					192
					193
					194
7. ENVIRONMENTAL					195
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	196
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	199
*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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	200
					201
					202
					203
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205 206 207
*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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208 209
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					213
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					214
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					215 216
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					217
B. Records and reports available to the Seller (check one below):					218
<input type="checkbox"/> 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). _____					219 220 221
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					222
9. MANUFACTURED AND MOBILE HOMES					223
If the property includes a manufactured or mobile home,					224
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	225
If yes, please describe the alterations: _____					226
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	227
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	228
10. FULL DISCLOSURE BY SELLERS					229
A. Other conditions or defects:					230
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231 232
B. Verification					233
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					234 235 236 237
 _____ 03/22/2020 _____ 03/22/2020					238
<small>Seller</small> _____ <small>Seller</small> Nicole M Lyons _____ <small>Date</small>					239
<small>3/22/2020 9:28:38 PM PDT</small> _____ <small>3/22/2020 5:39:12 PM PDT</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).					240 241 242 243 244 245 246 247 248 249 250 251 252 253 254

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER

1. 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.

2. 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 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

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 INSURANCE AGENCY.

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 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 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" portion of this disclosure statement below) has received 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*.

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.

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.

Buyer Date Buyer Date

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 waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date Buyer Date

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

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.

Buyer Date Buyer Date

DL 03/22/2020
SELLER'S INITIALS Date

J.M.E 03/22/2020
SELLER'S INITIALS Date

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
and _____ ("Seller") 3
concerning 5249C Happy Hill Tumtum WA 99034 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8

Name _____ e-mail or website (optional) 9
Address _____ 10
City, State, Zip _____ Fax. No. (optional) 11

SEWER DISTRICT: 12

Name _____ e-mail or website (optional) 12
Address _____ 13
City, State, Zip _____ Fax. No. (optional) 14

IRRIGATION DISTRICT: 15

Name _____ e-mail or website (optional) 15
Address _____ 16
City, State, Zip _____ Fax. No. (optional) 17

GARBAGE: 18

Name _____ e-mail or website (optional) 18
Address _____ 19
City, State, Zip _____ Fax. No. (optional) 20

ELECTRICITY: 21

Name _____ e-mail or website (optional) 21
Address _____ 22
City, State, Zip _____ Fax. No. (optional) 23

GAS: 24

Name _____ e-mail or website (optional) 24
Address _____ 25
City, State, Zip _____ Fax. No. (optional) 26

SPECIAL DISTRICT(S):
(local improvement districts or
utility local improvement districts) 27

Name _____ e-mail or website (optional) 27
Address _____ 28
City, State, Zip _____ Fax. No. (optional) 29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

Buyer's Initials

Date

Buyer's Initials

Date



03/22/2020

Seller's Initials

Date



03/22/2020

Seller's Initials

Date



Form SAR-SA
Spokane Addendum
Revised 2/20
Page 1 of 2

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SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement ("Agreement") dated _____
between _____ ("Buyer"),
and Dustin A Lyons; Nicole M Lyons ("Seller")
concerning 5249C Happy Hill Tumtum WA 99034 (the "Property"):

1. ADVICE TO SEEK EXPERT ADVICE ON MATTERS OUTSIDE BROKER'S EXPERTISE. Each of the parties to the Agreement acknowledged that brokers are not in a position to offer expert advice on matters outside their expertise and that the parties have been advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in the state of Washington when applicable. Each of the parties acknowledges being advised not to use the services of anyone not licensed in Washington to perform in any matter where a license is required by law. By way of example and not limitation, the parties acknowledge that:

a. If any party has questions or concerns regarding legal issues arising in connection with the Agreement, transaction, Property, or any property or other disclosure, they should consult with an attorney (parties may confirm the licensing and disciplinary history of attorneys at www.wsba.org).

b. If any party has questions or needs advice or assistance in any way related to the Agreement or transaction, they should consult with a CPA, tax attorney or other qualified tax professional (parties may confirm the licensing and disciplinary history of CPAs at www.cpaboard.wa.gov).

c. Brokers are not qualified to advise regarding the condition of any property and recommend that Buyer utilize the services of a licensed professional inspector to inspect the Property (parties may confirm the licensing of a professional home inspector at www.dol.wa.gov/business/homeinspectors).

d. If any inspector or other qualified professional recommends that matters related to the Property or transaction be further investigated, tested or reviewed, the parties are advised to carefully review the recommendations and follow up as suggested.

e. Repair, remodeling and construction of homes and buildings should only be performed in accordance with law (by licensed contractors when a license is required) (parties may confirm the licensing status of a contractor at <https://secure.lni.wa.gov/verify/>).

f. On-site sewage disposal systems, including septic tanks, should be inspected by trained inspectors licensed by the local city or county sewer district having jurisdiction over the subject property and licensing should be able to be confirmed with that agency;

g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <https://fortress.wa.gov/dol/bpdlicensequery/>).

h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

i. The conservation, preservation and protection of "Archeologic Resources" in this state (defined as "the physical evidence of indigenous and subsequent cultures, including materials remains of past human life, including monuments, symbols, tools, facilities and technological by-products"), are administered by the Department of Archeology and Historic Preservation ("DAHP") pursuant to RCW, Chapter 27.53 (the "Preservation Act"). DAHP regulates removal or disturbance of any Archeological Resources from the property where they are found (an "Archeological Site").

2. INSPECTIONS AND TESTS. There may be defects present in any property. None of the real estate Firms or brokers involved in this transaction is an expert regarding the identification of, detection of, or presence of concealed defects. While not an exhaustive list and by way of example and not limitation, Buyer acknowledges having been advised that some matters that can adversely affect a property are as follows:

Initials: BUYER: _____ DATE: _____ SELLER: DL N.M.L. DATE: 03/22/2020
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300). Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/mold/brief-guide-mold-moisture-and-your-home.

d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.

e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at www.epa.gov/radon.

f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at www.epa.gov/asbestos.

g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health, <https://www.doh.wa.gov/CommunityandEnvironment/Contaminants>.

h. DAHP, referred to in Section 1, can only provide information regarding the location and nature of any known Archeological Sites on a property if given written permission to do so by the property owner using a form supplied by DAHP (a "Prospective Purchaser Information Request Form"). Seller agrees to cooperate with Buyer to execute the required form and grant Buyer permission to obtain information from DAHP regarding the above, but only if requested to do so by Buyer in writing within 10 days of Mutual Acceptance of the Agreement. More information on this subject can be found at <https://dahp.wa.gov>.

3. PARTIES ACKNOWLEDGEMENTS. Seller acknowledges that Seller is responsible for disclosing to Buyer in writing knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the matters discussed in Sections 1 and 2 above. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property included but not limited to the matters discussed in Sections 1 and 2 above. The above is intended as general advice and not as a substitute for professional advice.

4. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER: _____ DATE: _____ SELLER: DL [x.m] DATE: 03/22/2020
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____