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## SELLER DISCLOSURE STATEMENT **COMMERCIAL PROPERTY**

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SELLER: Fred Miller, Helen Miller 1 To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further information. 2 INSTRUCTIONS TO THE SELLER 3 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 7 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 8 NOTICE TO THE BUYER a THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 310 W. Astor Colville 11 STATE ZIP WA 99104 , COUNTY ("THE PROPERTY") OR AS 12 Stevens LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 13 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 14 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 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 17 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 18 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 19 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 20 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 21 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 22 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 23 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 24 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 25 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 27 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 28 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 29 ADVICE, INSPECTION, DEFECTS OR WARRANTIES, 30 SELLER IS/ IS NOT OCCUPYING THE PROPERTY. 31 **SELLER'S DISCLOSURES:** 32 \*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 33 otherwise publicly recorded. If necessary, use an attached sheet. 34 YES NO DON'T N/A 35 1. TITLE **KNOW** 36 37 \*B. Is title to the property subject to any of the following? 38 39 40 41 (4) Life estate?..... 42 \*C. Are there any encroachments, boundary agreements, or boundary disputes? . . . . . . . 43 \*D. Is there any leased parking?..... 44 \*E. Is there a private road or easement agreement for access to the property?..... 45 \*F. Are there any rights-of-way, easements, shared use agreements or access limitations? . . 46 \*G. Are there any written agreements for joint maintenance of an easement or right-of-way? . . 47 Reference any zoning violations or nonconforming uses? . . . 8/14/23 9440 8/14 48 14/23 The DATE SELLER'S INITIALS

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		YES	NO	DON'T KNOW	N/A	49 50
	*I. Is there a survey for the property?					51
	*J. Are there any legal actions pending or threatened that affect the property?					52
	*K. Is the property in compliance with the Americans with Disabilities Act?					53
2.	WATER	•				54
	*Are there any water rights for the property, such as a water right permit, certificate, or claim?					55
3.	SEWER/ON-SITE SEWAGE SYSTEM					56
	*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?					57 58
4.	STRUCTURAL		•			59
	*A. Has the roof leaked within the last 5 years?	П			П	60
	*B. Has any occupied subsurface flooded or leaked within the last five years?		5	П	П	61
	*C. Have there been any conversions, additions or remodeling?				П	62
	*(1) If yes, were all building permits obtained?					63
	*(2) If yes, were all final inspections obtained?				X	64
	*D. Has there been any settling, slippage, or sliding of the property or its improvements?				Ö	65
	*E. Are there any defects with the following: (If yes, please check applicable items and explain	ı.)	60			66
	Foundations Slab Floors					67
	Doors Outbuildings					68
	Ceilings Exterior Walls					69
	Sidewalks					70
	☐ Interior Walls ☐ Other					71
	Windows					72
5.	SYSTEMS AND FIXTURES					73
	*A. Are there any defects in the following systems? If yes, please explain		A			74
	(1) Electrical system					75
	(2) Plumbing system		K			76
	(3) Heating and cooling systems		X			77
	(4) Fire and security system		<b>y</b>			78
	(5) Carbon monoxide alarms	-□'	শ্ব			79
6.	ENVIRONMENTAL		, * <del>3</del> ,			80
	*A. Have there been any flooding, standing water, or drainage problems on the property that at the property or access to the property?	ffect	X			81 82
	*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?			*	X	83 84
	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?		Ò		y	85
	*D. 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	ļ	. <b>.</b>			86 87
	storage tanks, or contaminated soil or water?	L :	(X)			88
(	8/14/23 Atm 8/14/23		<b>*</b>			
SEL	LER'S INITIALS DATE SELLER'S INITIALS DATE					

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			YES	NO	DON'T KNOW	N/A	89 90
	*E.	. Is there any soil or groundwater contamination?		V.			91
	*F,	Has the property been used as a legal or illegal dumping site?		A.			92
	*G.	. Has the property been used as an illegal drug manufacturing site?					93
7.	FU	LL DISCLOSURE BY SELLER	7				94
	A.	Other conditions or defects:  *Are there any other existing material defects affecting the property that a prospective buyer should know about?					95 96 97 98
	*B.	Verification					99
		The foregoing answers and attached explanations (if any) are complete and correct to and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold from and against any and all claims that the above information is inaccurate. Seller auti any, to deliver a copy of this disclosure statement to other real estate licensees and property.	real es norizes	state lic s real e	censees has estate licen	armless sees, if	100 101 102 103 104
		Seller Date Seller		ær	Date	195	105 106
		Fred Miller Helen Miller		<b>a</b> 3	Date		100
1011		r(s) of the question(s).					108 109 110
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II. NOTICES TO THE BUYER

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l.	NO	TICES TO THE BUYER				138			
	1.	SEX OFFENDER REGISTRATION				139			
		INFORMATION REGARDING REGISTERED S AGENCIES. THIS NOTICE IS INTENDED ONLY AN INDICATION OF THE PRESENCE OF RE	TO INFORM YO	OU OF WHERE TO OBTAIN THIS INFORMATI	ENFORCEMENT ION AND IS NOT	140 141 142			
11.	BU	YER'S ACKNOWLEDGEMENT				143			
	1.	BUYER HEREBY ACKNOWLEDGES THAT:				144			
		A. Buyer has a duty to pay diligent attention utilizing diligent attention and observation	to any material d	efects that are known to Buyer or can be kn	own to Buyer by	145 146			
		B. The disclosures set forth in this statement any real estate licensee or other party.	and in any amen	dments to this statement are made only by S	Seller and not by	147 148			
		<ul> <li>Buyer acknowledges that, pursuant to RC provided by Seller, except to the extent the</li> </ul>	W 64.06.050(2), at real estate lic	real estate licensees are not liable for inaccu ensees know of such inaccurate informatior	ırate information ı.	149 150			
		D. This information is for disclosure only and Seller.	is not intended t	o be a part of the written agreement betwee	n the Buyer and	151 152			
		E. Buyer (which term includes all persons sig received a copy of this Disclosure Statem	ning the "Buyer's ent (including at	acceptance" portion of this disclosure stater tachments, if any) bearing Seller's signature	ment below) has	153 154			
		ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 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 E	Date	Buyer	Dete	165			
		Edyci	raic	buyer	Date	166			
	2.	BUYER'S WAIVER OF RIGHT TO REVOKE (	OFFER			167			
		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 C	ate	Buyer	Date	170 171			
3.	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 D	ate	Buyer	Date	176 177			