Form 17 Seller Disclosure Statement Rev. 8/21 Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Johnston, Marcus A Johnston, Vera R 1 To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public 3 offering statement, certain timeshares, and manufactured and mobile homes. See RCW 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 12 206 E Delaware Ave. , CITY Republic 13 STATE WA . ZIP 99166 . COUNTY Ferry ("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 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 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 N/A 37 1. TITLE **KNOW** 38 A. Do you have legal authority to sell the property? If no, please explain. 39 *B. Is title to the property subject to any of the following? 40 (1) First right of refusal K 41 (2) Option 42 (3) Lease or rental agreement 43 M (4) Life estate? 44 *C. Are there any encroachments, boundary agreements, or boundary disputes? \boxtimes 45 *D. Is there a private road or easement agreement for access to the property?....... B 46 *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 M the property? 48 M 49 * G. Is there any study, survey project, or notice that would adversely affect the property? \Box X 50 51 X *H. Are there any pending or existing assessments against the property? 52 *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the Ø 53 property that would affect future construction or remodeling?

SELLER'S INITIALS

Date

Form 17 Seller Disclosure Statement Rev. 8/21 Page 3 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

*C.	YES Is the property subject to any sewage system fees or charges in addition to those covered	NO	DON'T KNOW	N/A	102 103
	in your regularly billed sewer or on-site sewage system maintenance service?		Ø		104
D.	If the property is connected to an on-site sewage system: */1) Was a posmit insued for its construction, and was it approved by the level health.				105
	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?				106 107
	(2) When was it last pumped?				108
	*(3) Are there any defects in the operation of the on-site sewage system? \square		52		109
	(4) When was it last inspected?				110
	By whom:				111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms		M		112
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?				113 114
	If no, please explain:				115
*F.	Have there been any changes or repairs to the on-site sewage system?				116
G.	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?		<u>P</u>		117 118
	If no, please explain:				119
*H.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	寒	Þ		120 121
WHICH	CE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS ICTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).				122 123 124
	RUCTURAL				125
*A.	Has the roof leaked within the last 5 years?□	×			126
*B.	Has the basement flooded or leaked?□				127
*C.	Have there been any conversions, additions or remodeling?□	\boxtimes			128
	*(1) If yes, were all building permits obtained?			Ø	129
	*(2) If yes, were all final inspections obtained?			X	130
D.	Do you know the age of the house?				131 132
	Has there been any settling, slippage, or sliding of the property or its improvements?□		Ø		133
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)□	1			134
	□ Foundations □ Decks □ Exterior Walls □ 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
	□ Garage Floors □ Walkways □ Siding □ Wood Stoves □ Elevators □ Incline Elevators □ Stairway Chair Lifts □ Wheelchair Lifts □ Other				142 143
*G.	Was a structural pest or "whole house" inspection done?				144 145 146
н	During your ownership, has the property had any wood destroying organism or pest infestation?	X			147
I.	M				148
J.	Is the basement insulated?				149

SELLER'S INITIALS Date

SELLER'S INITIALS

Date

Form 17 Seller Disclosure Statement Rev. 8/21 Page 4 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

5	SYS	TEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	150 151
٥.	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:			141011		152 153
		Electrical system, including wiring, switches, outlets, and service					154 155 156
		Garbage disposal				24.	157 158
		Sump pump		×			159
		Heating and cooling systems	□	X			160
		Security system: ☐ Owned ☐ Leased				.⊠ ⊠	161
	*B.	Other		_	,	<u>بحر</u>	162 163 164
		Security System:				\boxtimes	165
		Tanks (type):				\square	166
		Satellite dish:	-				167
	*^	Other:				Ø	168 169
	٠C.	Are any of the following kinds of wood burning appliances present at the property? (1) Woodstove?	⊠.				170
		(2) Fireplace insert?			ā	X	171
		(3) Pellet stove?				S	172
		(4) Fireplace?				×	173
	D	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?			×		174 175
	U.	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 must equip the residence with carbon monoxide alarms as required by the state building code.)			×		178 179
	F.	Is the property equipped with smoke detection devices?					180
		(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.)	_	_		_	181 182
	G.	Does the property currently have internet service?	⊠				183 184
6.	HO	MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
	Α.	Is there a Homeowners' Association?	□	<u>A</u>			186 187 188 189
	В.	Are there regular periodic assessments?		X			190
		\$per □ month □ year					191
		Other:					192
	*C.	Are there any pending special assessments?		X			193
	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities					194
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	□	XI.			195 196
7.		VIRONMENTAL					197
		Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		N.			198 199
		Does any part of the property contain fill dirt, waste, or other fill material?			M		200
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	ם	×	雪		201 202
	D	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			A		203
		Are there any substances, materials, or products in or on the property that may be environmental		_	7		204
		concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical	anne"		A		205
		storage tanks, or contaminated soil or water?	🖸		2		206
	*F.	Has the property been used for commercial or industrial purposes?	ப		Ø		207
h	1/	4-30-24 NT 4:30:24					
SEŁ	LER'	S INITIALS Date SELLER'S INITIALS Date					

Form 17 Seller Disclosure Statement Rev. 8/21 Page 5 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

			YES	NO	DON'T KNOW	N/A	208 209
		Is there any soil or groundwater contamination?	. 🗀		À		210 211
	*H.	Are there transmission poles or other electrical utility equipment installed, maintained, or	_	_	پد		
		buried on the property that do not provide utility service to the structures on the property?			\Z		212
		Has the property been used as a legal or illegal dumping site?			X		213
	*J.	Has the property been used as an illegal drug manufacturing site?			X		214
	*K.	Are there any radio towers in the area that cause interference with cellular telephone reception?			X,		215
8.	LE/	AD BASED PAINT (Applicable if the house was built before 1978).				×	216
	A.	Presence 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
		Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	J .				220
	В.	Records 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
							224
		Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in	n the h	ousin	g.		225
9.	MA	NUFACTURED AND MOBILE HOMES					226
	If th	e property includes a manufactured or mobile home,					227
	*A.	Did you make any alterations to the home?				V	228
		If yes, please describe the alterations:					229
	*B.	Did any previous owner make any alterations to the home?	□			赵	230
	*C.	If alterations were made, were permits or variances for these alterations obtained?	ロ			Ø	231
10.	FUI	LL DISCLOSURE BY SELLERS					232
	A.	Other conditions or defects:					233
		*Are there any other existing material defects affecting the property that a prospective buyer should know about?				Ø	234 235
	В.	Verification		11			236 237
		The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licenses.					238
		against any and all claims that the above information is inaccurate. Seller authorizes real estate lice					239
		copy of this disclosure statement to other real estate licensees and all prospective buyers of the properties	erty.		/		240
		Seller 4-30-24 Seller Seller	sto.	t	4:30 Da	. 24 te	241

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line 242 number(s) of the question(s).

244 245 246

Form 17 Seller Disclosure Statement Rev. 8/21 Page 6 of 6

SELLER'S INITIALS

Date

SELLER'S INITIALS

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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257 II. NOTICES TO THE BUYER 258 1. SEX OFFENDER REGISTRATION INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 259 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 260 261 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 262 2. PROXIMITY TO FARMING/WORKING FOREST THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 263 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 264 265 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 266 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 267 3. OIL TANK INSURANCE THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 268 269 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 270 INSURANCE AGENCY. 271 III. BUYER'S ACKNOWLEDGEMENT 272 1. BUYER HEREBY ACKNOWLEDGES THAT: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 273 274 utilizing diligent attention and observation. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 275 276 not by any real estate licensee or other party. 277 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 278 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 279 D. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 280 281 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 282 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 283 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 284 285 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 286 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 287 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 288 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 289 290 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 291 LICENSEE OR OTHER PARTY. 292 Buyer Date 293 Buver Date 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 294 295 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 296 waives Buyer's right to revoke Buyer's offer based on this disclosure. 297 Date Buyer Buyer 298 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 299 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 300 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes." Buyer may not waive 301 the receipt of the "Environmental" section of the Seller Disclosure Statement. 302 303 Date Buyer Date Buyer 304