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

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

SELLER: Charles P Hamill, Karen J Hamill

Seller Seller Seller Seller To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by 2 one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 3 Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 4 "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. 5

INSTRUCTIONS TO THE SELLER

SELLER'S DISCLOSURES:

Ι.

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 F		DISCLC	SURES AR	E MADE BY T	HE SELLER ABOUT THE CONDITION	OF THE PROPERTY LOCATED	13					
AT			26561 l	LeClerc Rd N	, CITY	lone	14					
STAT	E WA	_, ZIP _	99139	_, COUNTY _	Pend Oreille	("THE PROPERTY") OR AS	5 15					
LEGA	LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 16											

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED17ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE18STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM19THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT20BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE21SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND22PRIOR 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 ESTATE24LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY25WRITTEN 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 [] is/ [X] is not occupying the Property. 34

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	5	5

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not 36 otherwise publicly recorded. If necessary, use an attached sheet. 37 YES NO DON'T N/A 38

1.	TITLE								
	A. Do you have legal authority to sell the property? If no, please explain	[x]	[]	[]	[]	40
	*B. Is title to the property subject to any of the following?								41
	(1) First right of refusal	[]	[×]	[]	[]	42
	(2) Option	[]	[×]	[]	[]	43
	(3) Lease or rental agreement	[]	[×]	[]	[]	44
	(4) Life estate?	[]	[×]	[]	[]	45
	*C. Are there any encroachments, boundary agreements, or boundary disputes?	[]	[×]	[]	[]	46
	*D. Is there a private road or easement agreement for access to the property?	[]	[×]	[]	[]	47
	*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of					,	ŗ	,	48
CPH	the property?	L]	[^]	l]	l	J	49
SEL	LER'S INITIALS Date SELLER'S INITIALS Date								

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY (Continued)

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		YE	s	NO	DOI KNC		N/A	50 51
*F.	Are there any written agreements for joint maintenance of an easement or right of way?	[]	[×]	[]	[]	52
*G.	Is there any study, survey project, or notice that would adversely affect the property?	[]	[x]	[]	[]	53
*H.	Are there any pending or existing assessments against the property?	[]	[x]	[]	[]	54
* .	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	[]	[×]	[]	[]	55 56
*J.	Is there a boundary survey for the property?	[]	[]	[x]	[]	57
*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	[]	[x]	[]	[]	58
	NOTICE TO BUYER: 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	ER							65
Α.	Household Water							66
	(1) Does the property have potable water supply?	[]	[^x]	[]	[]	67
	 (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the property * [] Other water system *If shared, are there any written agreements?	[1	[]	[1	[×]	68 69 70
	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	-	-		-]	[×]	71 72
	*(4) Are there any problems or repairs needed?	[]	[]	[]	[×]	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.)	[]	[]	[]	[×]	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.)	[]	[]	[]	[×]	78 79
	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	[]	[]	[]	[×]	80 81
	*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	[]	[]	[×]	82 83
	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	-	-		[]	[×]	84 85
	*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	[]	[]	[]	[×]	86
В.	Irrigation Water							87
	(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.)	[]	[×]	[]	[]	88 89
	(a) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	[]	[]	[×]	90 91
CPH	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	ſ	1	[]	ſ	1	[X]	92 93
	6/3/2024 6/3/2024	L	4			-		00

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY (Continued)

			YE	S	N	0	DO KN	N'T OW	N//	A	94 95
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	[]	×]	[]	[]	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?	[]	[×]	[]	[]	100
		*(2) If yes, are there any defects in the system?	[]	[]	[]	[×]	101
		*(3) If yes, is the sprinkler system connected to irrigation water?	[]	[]	[]	[×]	102
3.	SE	NER/SEPTIC SYSTEM									103
	Α.	The property is served by:									104
		[] Public sewer system									105
		$\left[X \right. \right]$ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)									106
		[] Other disposal system									107
		Please describe:									108
	В.	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?	[]	[×	:]	[]	[]	109 110
	C.	If the property is connected to an on-site sewage system:									111
		*(1) Was a permit issued for its construction?	[×	(]	[]	[]	[]	112
		*(2) Was it approved by the local health department or district following its construction? \dots	[×	(]	[]	[]	[]	113
		(3) Is the septic system a pressurized system?	[×	(]	[]	[]	[]	114
		(4) Is the septic system a gravity system?	[]	[×]	[]	[]	115
		*(5) Have there been any changes or repairs to the on-site sewage system?	[]	[×	[]	[]	[]	116
		(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	[×]	[]	[]	[]	117 118
		If no, please explain:									119
		*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	[]	[×]	[]	[]	120 121
4.	ELE	ECTRICAL/GAS									122
	Α.	Is the property served by natural gas?	[]	[×]	[]	[]	123
	В.	Is there a connection charge for gas?	[]	[×]	[]	[]	124
	C.	Is the property served by electricity?	[×	(]	[]	[]	[]	125
	D.	Is there a connection charge for electricity?	[×	(]	[]	[]	[]	126
	*E.	Are there any electrical problems on the property?	[]	[×]	[]	[]	127
5.	FLC	DODING									128
	A.	Is the property located in a government designated flood zone or floodplain?	[]	[×]	[]	[]	129

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY (Continued)

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6.	SO	IL STABILITY	ΥI	ES	1	NO		N'T OW	N/.	Α	130 131
	*A.	Are there any settlement, earth movement, slides, or similar soil problems on the property? \ldots .	[]	[[×]	[]	[]	132
7.	EN	VIRONMENTAL									133
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	[]	[[×]	[]	[]	134 135
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	[]	[[×]	[]	[]	136
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	[]	[[x]	[]	[]	137 138
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	[>	<]	[[]	[]	[]	139
	*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?	[]	[[×]	[1	[]	140 141 142
	*F.	Has the property been used for commercial or industrial purposes?	[1	- [x 1	-	1	[1	143
		Is there any soil or groundwater contamination?					-	1	-	1	144
	*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?	[]	[xj	[]	[]	145 146
	*I.	Has the property been used as a legal or illegal dumping site?	[]	[[X]	[]	[]	147
	*J.	Has the property been used as an illegal drug manufacturing site?	[]	[[x]	[]	[]	148
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	[]	[[x]	[]	[]	149
8.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS									150
	A.	Is there a homeowners' association? 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:	-]	[[x]	[]	[]	151 152 153 154
	В.	Are there regular periodic assessments?	[]	[[x]	[]	[]	155 156 157
	*C.	Are there any pending special assessments?	[]	[[×]	[]	[]	158
	*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)?	[]	[[×]	[]	[]	159 160 161
9.	от	HER FACTS									162
		Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	[]	ſ	[x]	[]	[]	163
		Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?					1	1	ī	1	164
		as an eached of ondangerod by the government: TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	L	1	L		L	1	L	1	165



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i age	5 01			YES	NO	DOI KNO		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		[]	[×]	[]	[] 169					
	*E.	. Have any development-related permit applications been submitted to any government ag	encies?	[x]	[]	[]	[] 170					
	١	If the answer to E is "yes," what is the status or outcome of those applications? Yes, we applied for a dock permit, 5 year timeline for installa	tion. (/	۱ppr	x 4YF	S R	em.)	171 172					
	F.	Is the property located within a city, county, or district or within a department of natural res fire protection zone that provides fire protection services?		[]	[×]	[]	[173] 174					
10.	FUI	ILL DISCLOSURE BY SELLERS							175					
	A.	 Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 		[]	[×]	[]	[]	176 177] 178					
	Β.	Verification The foregoing answers and attached explanations (if any) are complete and correct to Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real against any and all claims that the above information is inaccurate. Seller authorizes real copy of this disclosure statement to other real estate licensees and all prospective but	estate lice al estate lic	ensee cense	s harn es, if a	nless	s froi	m an	id 181					
	$\left[\right]$	Docusigned by: (Liarles P Hamill III 6/3/2024 karen J. Hamil	L		6/	3/20			184					
		Date SelferDc48A89AADA46D Charles P Hamili Karen J Hamili				Da	ite		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
	188

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY (Continued)

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT215AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT216AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.217

2. PROXIMITY TO FARMING/WORKING FOREST

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 219 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

(PH

SELLER'S INITIALS

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 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'S238ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER239AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY240SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY241DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU242MAY 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 ACKNOWLEDGES244THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE245LICENSEE OR OTHER PARTY.246

					247					
	Buyer	Date	Buyer	Date	248					
2.	BUYER'S WAIVER OF RIGHT	O REVOKE OFFER			249					
	Buyer has read and reviewed the waives Buyer's right to revoke Bu	-		t. Buyer approves this statement and	250 251 252					
	Buyer	Date	Buyer	Date	252 253					
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 t However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may the receipt of the "Environmental" section of the Seller Disclosure Statement.										
	Buyer	Date	Buyer	Date	258 259					
	6/3/2024	6/3/2024								

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Date

SELLER'S INITIALS

Date



Pend Oreille County COMMUNITY DEVELOPMENT DEPARTMENT

P. O. Box 5066 Newport, Washington 99156-5066 Phone: 509-447-4821

Greg Snow

Director

Andy Huddleston Senior Planner

SSDP & Floodplain Development Permit

Name: Charles and Karen Hamill Address: 2859 Foothill Rd. Kalispell, MT 59901-8374 Contact: Phone: 716-345-5236 Email: guzzie-karen<u>@msn.com</u> Date: December 6, 2022 Expiration Date: December 6, 2027 Permit/Exemption #: SSDP-2022-046 FIRM Panel #: 53051C0365C Flood Zone: X Base Flood Elevation: N/A

DEVELOPMENT SITE LOCATION Within Sec. 03, T 36, R 43 26561 LeClerc Rd. N, Cusick, WA 99119 WATERBODY Pend Oreille River Parcel #: 433603510012 SHORELINE DESIGNATION Rural Residential

PROJECT DESCRIPTION Hamill Dock Project

THIS PERMIT IS GRANTED PURSUANT TO THE SHORELINE MANAGEMENT ACT OF 1971 AND NOTHING IN THIS PERMIT SHALL EXCUSE THE APPLICANT FROM COMPLIANCE WITH ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES OR REGULATIONS, APPLICABLE TO THIS PROJECT, BUT NOT INCONSISTENT WITH SHORELINE MANAGEMENT ACT (CHAPTER 90.58 RCW). THIS PERMIT MAY BE RESCINDED PURSUANT TO RCW 90.58.140 (8) IN THE EVENT THE PERMITTEE FAILS TO COMPLY WITH THE TERMS OR CONDITIONS HEREOF. CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN AND IS NOT AUTHORIZED UNTIL TWENTY ONE DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-27-130 OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN TWENTY ONE DAYS FROM THE DATE OF SUCH FILING HAVE BEEN TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5)(A) AND (B). THIS PERMIT IS VALID FOR FIVE YEARS FROM THE DATE OF ISSUE PER WASH. STATE LAW. Applicant is to notify Pend Oreille County Planning Department three (3) days prior to beginning

work.

Planning, Building & Economic Development

Conditions of Approval

- 1. Any work below the ordinary high-water mark to be in compliance with the Hydraulic Project Approval (HPA) to be issued by the Wash. Dept. of Fish and Wildlife and the submitted plans. Dates for start and completion shall be as specified in the HPA.
- 2. All work and materials shall substantially conform to the location(s), volume, and dimensions described and depicted by the application submitted to Pend Oreille County on October 14, 2022.
- 3. The use of equipment below the ordinary high-water line shall be limited to that necessary to gain position for work.
- 4. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the waterbody.
- 5. All Equipment used in the water shall be free of grease and oil products or shall use an approved vegetable oil lubricant. All Equipment shall be inspected daily for leaks and grease accumulations. Equipment shall be cleaned and repaired as required and records shall be kept.
- 6. The use of equipment below the ordinary high-water mark shall be prohibited under this permit. Any activities waterward of the ordinary high-water mark <u>WILL</u> require a Hydraulic Project Approval from the Washington State Department of Fish and Wildlife and may require permits or approvals from the Washington State Department of Natural Resources, United States Army Corp of Engineers, and/or Washington State Department of Archaeology and Historic Preservation.
- 7. Only low voltage solar or battery powered lighting may be permitted.
- 8. The use of tires is prohibited above or below water (e.g., floatation, fenders, decking, etc).
- 9. All docks shall have permanent markings identifying the name, address, and telephone number of the owner.
- 10. The structural design of this proposal has not been reviewed by Pend Oreille County and therefore may not meet general life-safety standards.
- 11.Issuance of this substantial shoreline development permit will not create liability on the part of Pend Oreille County or any employee thereof, for any on or off-site injury or damages that may result from this project.
- 12.A copy of this permit and all appliable documents must be onsite during the construction.
- 13. Issuance of this SSDP does not authorize access onto private property or waive other jurisdictional agency requirements. The permittee shall obtain and comply with all applicable federal and state permit requirements in completing the proposed development.

Planning, Building & Economic Development