Form 17C Seller Disclosure Statement-Unimproved Rev. 8/21

## SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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ALL RIGHTS RESERVED Page 1 of 6 SELLER: Dane B. Warner Seller Seller 2 To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 3 4 Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 5 "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. INSTRUCTIONS TO THE SELLER 6 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 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 11 NOTICE TO THE BUYER 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED 13 AT 1321 Sunset Way , CITY Kettle Falls 14 STATE WA . ZIP 99141 COUNTY Stevens 15 ("THE PROPERTY") OR AS 16 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 17 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 18 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 20 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 PRIOR 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 ESTATE 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 25 26 WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 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. 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 33 INSPECTION, DEFECTS OR WARRANTIES. Seller □ is / ☑ is not occupying the Property. 34 I. SELLER'S DISCLOSURES: 35 \* 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 NO DON'T 38 YES N/A 1. TITLE 39 KNOW \*B. Is title to the property subject to any of the following? 42 (1) First right of refusal ...... (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

SELLER'S INITIALS

Date

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Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of

the property? Nextle Falls CITY WATER Live

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(Continued)

		YES	NO .	DON'T KNOW	N/A	50 51
	*F.	Are there any written agreements for joint maintenance of an easement or right of way?	A			52
	*G.	Is there any study, survey project, or notice that would adversely affect the property?	ন্	Έ		53
	*H.	Are there any pending or existing assessments against the property?	¥	7		54
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	4			55 56
	*J.	Is there a boundary survey for the property?				57
	*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?				58
		<b>NOTICE TO BUYER:</b> 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	TER				65
	A.	Household Water				66
		(1) Does the property have potable water supply?				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				68 69
		*If shared, are there any written agreements?			₫ ⁄	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?	d			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.)	4			78 79
		<ul><li>(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?</li></ul>	ď			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?□	M			84 85
		*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?□	च			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.)□	७∕			88 89
		(a) If yes, has all or any portion of the water right not been used for five or more successive years?			ė/	90 91
î	Q	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?			Ø	92 93

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SELLER'S INITIALS

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(Continued)

			YES	NO	DON'T KNOW	N/A	94 95
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?.  If so, please identify the entity that supplies irrigation water to the property:	0	Ø			96 97 98
	C.	Outdoor Sprinkler System					99
		(1) Is there an outdoor sprinkler system for the property?	□	囡			100
		*(2) If yes, are there any defects in the system?	□			ď	101
		*(3) If yes, is the sprinkler system connected to irrigation water?	□			ď	102
3.	SE	WER/SEPTIC SYSTEM					103
	A.	The property is served by:					104
		Public sewer system					105
		On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  Other disposal system					106 107
		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?	1./	W	Ø 🗆		109 110
	C.	If the property is connected to an on-site sewage system:		ر سر			111
		If the property is connected to an on-site sewage system:  *(1) Was a permit issued for its construction?  *(2) Was it approved by the local health department or district following its construction?	∀ ′′	.ni			112
		*(1) Was a permit issued for its construction?  *(2) Was it approved by the local health department or district following its construction?		15			113
		(3) Is the septic system a pressurized system?	ロຸ	d'			114
		(4) Is the septic system a gravity system?	∀				115
		*(5) Have there been any changes or repairs to the on-site sewage system?		$\checkmark$			116
		(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<b>1</b> 2/				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?	□	<b>u</b>	_		120 121
4	FLE	ECTRICAL/GAS					122
٦.		Is the property served by natural gas?	ù				123
	В.	Is there a connection charge for gas?	₫				124
	C.	Is the property served by electricity?		14			125
	D.	Is there a connection charge for electricity?			Ò		126
	*E.	Are there any electrical problems on the property?	□	ĊΩ			127
5.		DODING  Is the property located in a government designated flood zone or floodplain?	ם	Ġ			128 129

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6.	so	IL STABILITY	YES	NO	DON'T KNOW	N/A	130 1 <mark>31</mark>
	*A.	Are there any settlement, earth movement, slides, or similar soil problems on the property?	□	ð			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?	□	0			136
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	□	A			137 138
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	□	R			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?		4			140 141 142
	*F.	Has the property been used for commercial or industrial purposes?	□	M			143
	*G.	Is there any soil or groundwater contamination?	□	`∀			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?	□	<b>\</b>	0		145 146
	*I.	Has the property been used as a legal or illegal dumping site?	□	R			147
	*J.	Has the property been used as an illegal drug manufacturing site?	□	M			148
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	□		₩		149
8.		MEOWNERS' ASSOCIATION/COMMON INTERESTS		./			150
	A.	Is there a homeowners' association?	□	M			151 152 153 154
	B.	Are there regular periodic assessments?	ロ	V			155 156 157
	*C.	Are there any pending special assessments?	□	A			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)?	🖢	0	0		159 160 161
9.	ОТЬ	HER FACTS		,			162
	*A.	Are there any disagreements, disputes, encroachments, or legal actions concerning the property? $\dots$	ロ	W			163
	*B.	Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?			ď		164 165

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			YES	NO	DON'T KNOW	N/A	166 167
*(	С. І	Is the property classified or designated as forest land or open space?		4			168
ַ	). I	Do you have a forest management plan? If yes, attach.					169
*8	Ξ. Ι	Have any development-related permit applications been submitted to any government agencies	?□	5			170
	ı	If the answer to E is "yes," what is the status or outcome of those applications?					171
							172
F		Is the property located within a city, county, or district or within a department of natural reso fire protection zone that provides fire protection services?					173 174
10. FU	JLL	DISCLOSURE BY SELLERS					175
А	,	Other conditions or defects:  *Are there any other existing material defects affecting the property that a prospective buyer should know about?		Ø			176 177 178
В		Verification The foregoing answers and attached explanations (if any) are complete and correct to the b Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate against any and all claims that the above information is inaccurate. Seller authorizes real estat copy of this disclosure statement to other real estate licensees and all prospective buyers of the	licensees he licensees,	armles	s from	and	179 180 181 182 183
	-	Dur Vary 11-9-21					184
	Y	Seller Date Seller			Date	e	185
f the a	nsw	ver is "Yes" to any asterisked (*) items, please explain below (use additional sheets if neces	sarv) Pleas	se refe	r to the	line	186
		of the question(s).					187
							188 189 190 191

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II. N	ΙΟΤΙ	CES TO THE BUYER	213				
1	IN A	EX OFFENDER REGISTRATION  IFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT GENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT N INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	214 215 216 217				
2	TH CI IN	ROXIMITY TO FARMING/WORKING FOREST HIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN LOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST VOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED NDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	218 219 220 221 222				
3	HT 1A	IL TANK INSURANCE HIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES N OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY SURANCE AGENCY.	223 224 225 226				
III. E	BUY	ER'S ACKNOWLEDGEMENT	227				
1	. в	UYER HEREBY ACKNOWLEDGES THAT:	228				
	A.	utilizing diligent attention and observation.	229 230				
	B.	not by any real estate licensee or other party.	231 232				
	_	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.	234				
	D.		235				
	E.	Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	236 237				
	AN SE DE	SCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S CTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER NO SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY ELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY ELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU AY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	240 241				
	TH	JYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES HAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE CENSEE OR OTHER PARTY.	244 245 246				
			247				
		uyer Date Buyer Date	248				
2.		JYER'S WAIVER OF RIGHT TO REVOKE OFFER	249				
		lyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and lives Buyer's right to revoke Buyer's offer based on this disclosure.	250 251				
	Bu	uyer Date Buyer Date	252 253				
3	ВІ	JYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	254				
	Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right.  However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.						
	Bu	uyer Date Buyer Date	258 259				
	Di	W 11-9-21	209				
SEL	LER	'S INITIALS Date SELLER'S INITIALS Date					