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

SELLER DISCLOSURE STATEMENT

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UNIMPROVED PROPERTY ALL RIGHTS RESERVED Page 1 of 6 SELLER: Mathew W. Fowler Kazuko Y. Fowler 1 2 To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by 3 one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 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 _, CITY Kettle Falls AT 8XX Nancy Creek Rd. 14 ZIP 99141 COUNTYFerry STATE WA 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 23 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 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 29 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE 30 31 PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY 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 36 * If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 37 NO **DON'T** 38 YES N/A 39 1. TITLE **KNOW** A. Do you have legal authority to sell the property? If no, please explain..... 40 *B. Is title to the property subject to any of the following? 41 Ø 42 (1) First right of refusal (2) Option Ø 43 Ø 44 (3) Lease or rental agreement Ø (4) Life estate? 45

*D. Is there a private road or easement agreement for access to the property?

Date

*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of Initial M(NF 6/19/2025 6/19/2025 SELLER'S INITIALS

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YES NO DON'T N/A 50 **KNOW** 51 52 *F. Are there any written agreements for joint maintenance of an easement or right of way?□ Ø Ø 53 Ø 54 *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the 55 property that affect future construction or remodeling? Ø 56 Ø 57 *K. Are there any covenants, conditions, or restrictions recorded against title to the property?......□ Ø 58 NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual 59 orientation, or other protected class were voided by RCW 49.60.224 and are 60 unenforceable. Washington law allows for the illegal language to be struck by bringing 61 an action in superior court or by the free recording of a restrictive covenant 62 63 modification document. Many county auditor websites provide a short form with 64 instructions on this process. 2. WATER 65 A. Household Water 66 Ø (1) Does the property have potable water supply? 67 (2) If yes, the source of water for the property is: \square Private or publicly owned water system 68 69 ☐ Private well serving only the property *☐ Other water system Ø 70 *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance 71 of the water source?..... Ø 72 *(4) Are there any problems or repairs needed?...... Ø 73 (5) Is there a connection or hook-up charge payable before the property can be connected 74 Ø 75 (6) Have you obtained a certificate of water availability from the water purveyor serving 76 77 Ø the property? (If yes, please attach a copy.) (7) Is there a water right permit, certificate, or claim associated with household water 78 Ø 79 (a) If yes, has the water right permit, certificate, or claim been assigned, 80 Ø transferred, or changed? 81 *(b) If yes, has all or any portion of the water right not been used for five or more 82 Ø successive years?..... 83 (c) If no or don't know, is the water withdrawn from the water source less than 84 5,000 gallons a day?...... Ø 85 *(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?□ Ø 86 B. Irrigation Water 87 (1) Are there any irrigation water rights for the property, such as a water right permit, 88 certificate, or claim? (If yes, please attach a copy.) Ø 89 (a) If yes, has all or any portion of the water right not been used for five or more 90 successive years? Ø 91 Initial (b) If yes, has the water right permit, certificate, or claim been assigned, 92 MWF transferred, or changed? ... $\not\in \mathcal{UV}$6/19/2025...... Ø 93 6/19/2025 SELLER'S INITIALS Date SELLER'S INITIALS Date

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	*(2) Does the property receive irrigation water from a ditch company, irrigation d	YES	NO	DON'T KNOW	N/A □	94 95 96
	If so, please identify the entity that supplies irrigation water to the prop	•	_	_	_	97
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?				Ø	101
	*(3) If yes, is the sprinkler system connected to irrigation water?				◪	102
3. SE	EWER/SEPTIC SYSTEM					103
Α	a. The property is served by:					104
	□ Public sewer system					105
	 On-site sewage system (including pipes, tanks, drainfields, and all oth Other disposal system Please describe: 					106 107 108
В.	Is the property subject to any sewage system fees or charges in addition to your regularly billed sewer or on-site sewage system maintenance service		ゼ			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? ✓				113
	(3) Is the septic system a pressurized system?		Ø			114
	(4) Is the septic system a gravity system?	₫				115
	*(5) Have there been any changes or repairs to the on-site sewage system	n?	◪			116
	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	₫				117 118 119
	*(7) Does the on-site sewage system require monitoring and maintenance frequently than once a year?		¥			120 121
4. FI	.ECTRICAL/GAS					122
	L Is the property served by natural gas?		Ø			123
В	3. Is there a connection charge for gas?					124
С	C. Is the property served by electricity?	☑				125
D	D. Is there a connection charge for electricity?					126
*E.	*E. Are there any electrical problems on the property?					127
5 EI	.OODING					128
	. Is the property located in a government designated flood zone or floodplain	n?	ゼ			129
MWA	F 6/19/2025 EUF 6/19/2025					
SELLER	'S INITIALS Date SELLER'S INITIALS Date					

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6.	so	IL STABILITY	YES	NO	DON'T KNOW	N/A	130 131
	*A.	Are there any settlement, earth movement, slides, or similar soil problems on the property?	□	◪			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?	ロ	◪			134 135
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	ロ	Ø			136
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	ロ	◪			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?		₫			140 141 142
	*F.	Has the property been used for commercial or industrial purposes?	ロ	Ø			143
	*G.	Is there any soil or groundwater contamination?	□	Ø			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?	□				145 146
	*I.	Has the property been used as a legal or illegal dumping site?	ロ	Ø			147
	*J.	Has the property been used as an illegal drug manufacturing site?	ロ	Ø			148
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	□	Ø			149
8.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS					150
	Α.	Is there a homeowners' association?	□	Ø			151
		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:					152 153 154
	В.	Are there regular periodic assessments?	ロ			◪	155
		\$ per					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)?	ロ	-		Ø	159 160 161
9	ОТ	HER FACTS					162
٠.		Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	ロ	◩			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?		Ø			164 165
(.	nitial	Initial		~	J	_	100
M	WF	6/19/2025 EUF 6/19/2025					
SELI	_ER'	S INITIALS Date SELLER'S INITIALS Date					

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			YES	NO	DON'T KNOW	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.	.🗆	Ø			169
	*E.	Have any development-related permit applications been submitted to any government agencies?	. 🗆	Ø			170
		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 resources fire protection zone that provides fire protection services?			Ø		173 174
10.	FULI	L 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?	. 🗆	Z			176 177 178
	В.	Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's kn Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmle against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. Signed by: Signe					179 180 181 182 183
		Seller Date Seller Seller			Date	е	185

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).

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SELLER'S INITIALS

Date

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Date

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II NI	STICE	TO THE BUYER					213			
1.	1. SEX OFFENDER REGISTRATION INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMEN' AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NO' AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.									
2.	2. PROXIMITY TO FARMING/WORKING FOREST THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE II CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FORES INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.									
3.	THIS				RTY YOU ARE CONSIDERING FOR PUR CE MAY BE AVAILABLE FROM THE POLL		223 224 225 226			
III. B	UYEF	R'S ACKNOWLEDGEMENT					227			
1.	BUY	YER HEREBY ACKNOWLEDGES	THAT:				228			
		Buyer has a duty to pay diligent a utilizing diligent attention and observed		material de	fects that are known to Buyer or can be k	nown to Buyer by	229 230			
		The disclosures set forth in this s not by any real estate licensee or		n any amer	ndments to this statement are made only	by the Seller and	231 232			
					eal estate licensees are not liable for inact sees know of such inaccurate information.	curate information	233 234			
			•		a part of the written agreement between the	•	235			
					acceptance" portion of this disclosure state thments, if any) bearing Seller's signature(236 237			
	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 2 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 2 LICENSEE OR OTHER PARTY.									
	Buye	er	Date		Buyer	Date	247 248			
2	BIIV	/ED'S WAIVED OF BIGHT TO BE	VOKE OFFER				249			
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. 									
	Buye	er	Date	 e	Buyer	Date	252 253			
3.	BUY	'ER'S WAIVER OF RIGHT TO RE	CEIVE COMPL	ETED SEL	LER 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.									
							258			
	al Buye	er	Initial Date)	Buyer	Date	259			
MU	UF	6/19/2025	kUF	6/19/	2025					