HOUSE BILL 1506

State	of	Washington	62nd Legislature	2011	Regular	Session

By Representatives Chandler, Takko, and Johnson

Read first time 01/24/11. Referred to Committee on Judiciary.

AN ACT Relating to fire suppression efforts and capabilities on unprotected land outside a fire protection jurisdiction; reenacting and amending RCW 64.06.015 and 64.06.020; adding a new section to chapter 52.12 RCW; and adding a new section to chapter 4.24 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 <u>NEW SECTION.</u> Sec. 1. A new section is added to chapter 52.12 RCW 7 to read as follows:

8 (1) The definitions in this section apply throughout this section 9 and section 2 of this act unless the context clearly requires 10 otherwise.

(a) "Fire protection service agency" or "agency" means any local, state, or federal governmental entity responsible for the provision of firefighting services, including fire protection districts, regional fire protection service authorities, cities, towns, port districts, the department of natural resources, and federal reservations.

(b) "Fire protection jurisdiction" means an area or property
located within a fire protection district, a regional fire protection
service authority, a city, a town, a port district, lands protected by

1 the department of natural resources under chapter 76.04 RCW, or on 2 federal lands.

3 (c) "Firefighting services" means the provision of fire prevention
4 services, fire suppression services, emergency medical services, and
5 other services related to the protection of life and property.

6 (d) "Improved property" means property upon which a structure is 7 located, but does not include roads, bridges, land devoted primarily to 8 growing and harvesting timber, or land devoted primarily to the 9 production of livestock or agricultural commodities for commercial 10 purposes.

(e) "Property" means land, structures, or land and structures.

12 (f) "Unimproved property" has the same meaning as "unimproved 13 lands" in RCW 76.04.005.

14 (g) "Unprotected land" means improved property located outside a 15 fire protection jurisdiction.

(2)(a) In order to facilitate the provision of firefighting 16 17 services to unprotected lands, property owners of unprotected lands are encouraged, to the extent practicable, to form or annex into a fire 18 19 protection jurisdiction or to enter into an agreement with a fire protection service agency or agencies for the provision of firefighting 20 21 services. Any agreement between a property owner and a fire protection 22 service agency must include, at minimum, a risk assessment of the 23 property as well as a capabilities assessment for the district.

(b) Property owners of unprotected land who choose not to form or annex into a fire protection jurisdiction or to enter into an agreement with a fire protection agency or agencies for the provision of firefighting services, do so willingly and with full knowledge that a fire protection service agency is not obligated to provide firefighting services to unprotected land.

30 (3) In the absence of a contractual agreement, a fire protection service agency may initiate firefighting services on unprotected land 31 32 outside its fire protection jurisdiction in the following instances: (a) Service was specifically requested by a landowner or other fire 33 service protection agency; (b) service could reasonably be believed to 34 35 prevent the spread of a fire onto lands protected by the agency; or (c) 36 service could reasonably be believed to substantially mitigate the risk 37 of harm to life or property by preventing the spread of a fire onto 38 other unprotected lands.

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1 (4)(a) An agency initiating firefighting services on unprotected 2 land outside its fire protection jurisdiction must be reimbursed by the 3 property owner or owners for reasonable costs that are incurred as a 4 result of the response. Cost recovery is based upon the Washington 5 fire chiefs standardized fire service fee schedule.

6 (b) If a property owner fails to pay or defaults in payment to an 7 agency for services rendered, the agency is entitled to pursue payment 8 through the collections process outlined in RCW 19.16.500 or through 9 initiation of court action.

10 <u>NEW SECTION.</u> Sec. 2. A new section is added to chapter 4.24 RCW 11 to read as follows:

12 Any fire service protection agency, as well as the firefighters 13 therein, whether volunteer or paid, which takes part in firefighting 14 efforts outside its jurisdiction or provides emergency care, rescue, 15 assistance, or recovery services at the scene of an emergency, is not 16 liable for civil damages resulting from any act or omission in the 17 rendering of such services, other than acts or omissions constituting 18 gross negligence or willful or wanton misconduct.

Sec. 3. RCW 64.06.015 and 2009 c 505 s 2 and 2009 c 130 s 1 are each reenacted and amended to read as follows:

(1) In a transaction for the sale of unimproved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

27 INSTRUCTIONS TO THE SELLER

28 Please complete the following form. Do not leave any spaces blank. Ιf 29 the question clearly does not apply to the property write "NA." If the 30 answer is "yes" to any * items, please explain on attached sheets. 31 Please refer to the line number(s) of the question(s) when you provide 32 your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the 33 34 disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract 35 36 to purchase between a buyer and a seller.

6 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 7 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 8 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 9 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 10 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S 11 12 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE 13 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 14

15 ARE THE FOLLOWING DISCLOSURES MADE BY SELLER AND ARE NOT THE 16 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS 17 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 18 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS 19 20 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF 21 OUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 22 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, 23 ELECTRICIANS, BUILDING INSPECTORS, ROOFERS, ON-SITE WASTEWATER 24 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 25 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS 26 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT 27 THEM WITH RESPECT TO ANY ADVICE, BETWEEN INSPECTION, DEFECTS OR 28 WARRANTIES.

29 Seller . . . is/ . . . is not occupying the property.

30 31 I. SELLER'S DISCLOSURES:

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.

33 34

32

1. TITLE

1 2	[] Yes	[] No	[] Don't know	 A. Do you have legal authority to sell the property? If no, please explain.
3	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to
4				any of the following?
5				(1) First right of refusal
6				(2) Option
7				(3) Lease or rental agreement
8				(4) Life estate?
9	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,
10 11				boundary agreements, or boundary
	[] V	[]]N-	Denklaren	disputes?
12 13	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement agreement for access to the property?
14	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,
15	[] 105	[]110	[]20111100	easements, or access limitations that
16				affect the Buyer's use of the property?
17	[] Yes	[] No	[] Don't know	*F. Are there any written agreements
18				for joint maintenance of an easement or
19				right-of-way?
20	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,
21				or notice that would adversely affect the
22				property?
23 24	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
25	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
25	[] Ies	[]]10		nonconforming uses, or any unusual
27				restrictions on the property that affect
28				future construction or remodeling?
29	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
30				property?
31	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
32				conditions, or restrictions recorded
33				against title to the property?
34				2. WATER
35				A. Household Water
36	[] Yes	[] No	[] Don't know	(1) Does the property have potable
37				water supply?
38				(2) If yes, the source of water for the
39				property is:
40				[] Private or publicly owned water
41				system
42				[] Private well serving only the
43				property
44	[]]]	(1)		*[] Other water system
45 46	[] Yes	[] No	[] Don't know	*If shared, are there any written
10				agreements?

1 2	[] Yes	[] No	[] Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or
3				maintenance of the water source?
4 5	[] Yes	[] No	[] Don't know	*(4) Are there any problems or repairs needed?
б	[] Yes	[] No	[] Don't know	(5) Is there a connection or hook-up
7	[]	[]	[] = •••••••••	charge payable before the property can
8				be connected to the water main?
9	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
10				water availability from the water
11				purveyor serving the property? (If yes,
12				please attach a copy.)
13	[] Yes	[] No	[] Don't know	(7) Is there a water right permit,
14				certificate, or claim associated with
15				household water supply for the
16				property? (If yes, please attach a copy.)
	() X			
17	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
18				certificate, or claim been assigned,
19				transferred, or changed?
20				*(b) If yes, has all or any portion of the
21				water right not been used for five or
22				more successive years?
23				
24	[] Yes	[] No	[] Don't know	(c) If no or don't know, is the water
25	[] 105	[]110	[] Don't mon	withdrawn from the water source less
26				than 5,000 gallons a day?
27	[].	LIN-	[] Dank Imani	
	[] Yes	[] No	[] Don't know	*(8) Are there any defects in the
28				operation of the water system (e.g.,
29				pipes, tank, pump, etc.)?
30				B. Irrigation Water
31	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights
32				for the property, such as a water right
33				permit, certificate, or claim? (If yes,
34				please attach a copy.)
35	[] Yes	[] No] Don't know	(a) If yes, has all or any portion of the
36				water right not been used for five or
37				more successive years?
				-
38	[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit,
39				certificate, or claim been assigned,
40				transferred, or changed?
41	[] Yes	[] No	[] Don't know	*(2) Does the property receive
42				irrigation water from a ditch company,
43				irrigation district, or other entity? If so,
44				please identify the entity that supplies
45				irrigation water to the property:
46				
47				C. Outdoor Sprinkler System

1 2	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
3 4	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in the system?
5 6	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
7				3. SEWER/SEPTIC SYSTEM
8				A. The property is served by:
9				[] Public sewer system
10				[] On-site sewage system (including
11				pipes, tanks, drainfields, and all other
12				component parts)
13				[] Other disposal system, please
14				describe:
15				
16	[] Yes	[] No	[] Don't know	B. Is the property subject to any
17				sewage system fees or charges in
18				addition to those covered in your
19				regularly billed sewer or on-site sewage
20				system maintenance service?
21				C. If the property is connected to an
22				on-site sewage system:
23	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
24				construction?
25	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
26				health department or district following
27				its construction?
28	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
29				system?
30	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity
31				system?
32	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
33				repairs to the on-site sewage system?
34	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
35				including the drainfield, located entirely
36				within the boundaries of the property?
37				If no, please explain:
38				
39	[] Yes	[] No	[] Don't know	*(7) Does the on-site sewage system
40				require monitoring and maintenance
41				services more frequently than once a
42				year?
43				
44				4. ELECTRICAL/GAS
45	[] Yes	[] No	[] Don't know	A. Is the property served by natural
46		-		gas?

1	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
2	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
3	[] Yes	[] No	[] Don't know	D. Is there a connection charge for
4				electricity?
5	[] Yes	[] No	[] Don't know	*E. Are there any electrical problems
б				on the property?
7				
8				5. FLOODING
9	[] Yes	[] No	[] Don't know	A. Is the property located in a
10				government designated flood zone or
11				floodplain?
12				6. SOIL STABILITY
13	[] Yes	[] No	[] Don't know	*A. Are there any settlement, earth
14	[] 105	[]110	[] Don't hild "	movement, slides, or similar soil
15				problems on the property?
16				
17				7. ENVIRONMENTAL
18	[] Yes	[] No] Don't know	*A. Have there been any flooding,
19	[] 103	[]10		standing water, or drainage problems on
20				the property that affect the property or
21				access to the property?
22	[] Yes	[] No	[] Don't know	*B. Does any part of the property
23				contain fill dirt, waste, or other fill
24				material?
25	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
26				property from fire, wind, floods, beach
27				movements, earthquake, expansive
28				soils, or landslides?
29	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
30				floodplains, or critical areas on the
31				property?
32	[] Yes	[] No	[] Don't know	*E. Are there any substances,
33				materials, or products in or on the
34				property that may be environmental
35				concerns, such as asbestos,
36				formaldehyde, radon gas, lead-based
37				paint, fuel or chemical storage tanks, or
38				contaminated soil or water?
39	[] Yes	[] No	[] Don't know	*F. Has the property been used for
40	e		(1) (1)	commercial or industrial purposes?
41	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
42				contamination?

1	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
2				other electrical utility equipment
3				installed, maintained, or buried on the
4				property that do not provide utility
5				service to the structures on the
6				property?
7	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
8				legal or illegal dumping site?
9	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
10				illegal drug manufacturing site?
11	[] Yes	[] No	[] Don't know	*K. Are there any radio towers that
12				cause interference with cellular
13				telephone reception?
14				8. HOMEOWNERS'
15				ASSOCIATION/COMMON
16				INTERESTS
17	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association?
18				Name of association and contact
19				information for an officer, director,
20				employee, or other authorized agent, if
21				any, who may provide the association's
22				financial statements, minutes, bylaws,
23				fining policy, and other information that
24				is not publicly available:
25				
26	[] Yes	[] No	[] Don't know	B. Are there regular periodic
27				assessments:
28				\$ per [] Month [] Year
29				[] Other
30	[] Yes	[] No	[] Don't know	*C. Are there any pending special
31				assessments?
32	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
33				areas" or any joint maintenance
34				agreements (facilities such as walls,
35				fences, landscaping, pools, tennis
36				courts, walkways, or other areas co-
37				owned in undivided interest with
38				others)?
39				9. OTHER FACTS
40	[] Yes	[] No	[] Don't know	*A. Are there any disagreements,
40	[] 105	[]110		disputes, encroachments, or legal
42				actions concerning the property?
43				• • • •
CF				

1	[] Yes [] No [] Don't know *B. Does the property have any plants
2	or wildlife that are designated as
3	species of concern, or listed as threatened or endangered by the
5	government?
6	-
7	[] Yes [] No [] Don't know *C. Is the property classified or designated as forest land or open space?
8	
9	[] Yes [] No [] Don't know D. Do you have a forest management
10	plan? If yes, attach.
11	[] Yes [] No [] Don't know *E. Have any development-related
12	permit applications been submitted to
13	any government agencies?
14	
15	If the answer to E is "yes," what is the
16	status or outcome of those applications?
17	
18	[] Yes [] No [] Don't know F. Is the property located within a city,
19	county, or district or within a
20	department of natural resources fire
21	protection zone that provides fire
22	protection services?
23	<u></u>
24	10. FULL DISCLOSURE BY
25	SELLERS
26	A. Other conditions or defects:
27	[] Yes [] No [] Don't know *Are there any other existing material
28	defects affecting the property that a
29	prospective buyer should know about?
30	B. Verification:
31	The foregoing answers and attached
32	explanations (if any) are complete and
33	correct to the best of my/our knowledge
34	and I/we have received a copy hereof.
35	I/we authorize all of my/our real estate
36	licensees, if any, to deliver a copy of
37	this disclosure statement to other real
38	estate licensees and all prospective
39	buyers of the property.
40	DATE SELLER SELLER
41	NOTICE TO BUYER
42	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
43	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
44	IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
45	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
46	REGISTERED SEX OFFENDERS.

1	II. BUYER'S ACKNOWLEDGMENT
2	A. Buyer hereby acknowledges that: Buyer has a duty to pay
3	diligent attention to any material defects that are known to
4	Buyer or can be known to Buyer by utilizing diligent
5	attention and observation.
6	B. The disclosures set forth in this statement and in any
7	amendments to this statement are made only by the Seller
8	and not by any real estate licensee or other party.
9	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
10	real estate licensees are not liable for inaccurate information
11	provided by Seller, except to the extent that real estate
12	licensees know of such inaccurate information.
13	D. This information is for disclosure only and is not intended to
14	be a part of the written agreement between the Buyer and
15	Seller.
16	E. Buyer (which term includes all persons signing the "Buyer's
17	acceptance" portion of this disclosure statement below) has
18	received a copy of this Disclosure Statement (including
19	attachments, if any) bearing Seller's signature.

20 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 21 22 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 23 24 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 25 26 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 27 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 28 AGREEMENT.

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction. 1 Sec. 4. RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are
2 each reenacted and amended to read as follows:

(1) In a transaction for the sale of improved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

9 INSTRUCTIONS TO THE SELLER

10 Please complete the following form. Do not leave any spaces blank. Ιf the question clearly does not apply to the property write "NA." If the 11 12 answer is "yes" to any * items, please explain on attached sheets. 13 Please refer to the line number(s) of the question(s) when you provide 14 your explanation(s). For your protection you must date and sign each 15 page of this disclosure statement and each attachment. Delivery of the 16 disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract 17 to purchase between a buyer and a seller. 18

- NOTICE TO THE BUYER

23 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 24 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 25 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 26 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 27 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 28 29 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S 30 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE 31 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 32

33 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 34 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS 35 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 36 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS

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10

11

12

13

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If you answer "Yes" to a question with an asterisk (), please explain your answer

I. SELLER'S DISCLOSURES:

Seller . . . is/ . . . is not occupying the property.

and attach documents, if available and not otherwise publicly recorded. If necessary, 14 use an attached sheet. 15 1. TITLE 16 []Yes []No [] Don't know A. Do you have legal authority to sell 17 the property? If no, please explain. []Yes 18 [] No [] Don't know *B. Is title to the property subject to 19 any of the following? 20 (1) First right of refusal (2) Option 21 22 (3) Lease or rental agreement 23 (4) Life estate? 24 []Yes []No [] Don't know *C. Are there any encroachments, 25 boundary agreements, or boundary 26 disputes? 27 []Yes []No [] Don't know *D. Is there a private road or easement 28 agreement for access to the property? 29 []Yes [] No [] Don't know *E. Are there any rights-of-way, 30 easements, or access limitations that 31 may affect the Buyer's use of the 32 property? []Yes 33 []No [] Don't know *F. Are there any written agreements 34 for joint maintenance of an easement or 35 right-of-way? 36 []Yes []No [] Don't know *G. Is there any study, survey project, 37 or notice that would adversely affect the 38 property? 39 []Yes [] No [] Don't know *H. Are there any pending or existing 40 assessments against the property?

1 2	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual
3				restrictions on the property that would
4				affect future construction or
5				remodeling?
6	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
7				property?
8	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
9				conditions, or restrictions recorded
10				against the property?
11				2. WATER
12				A. Household Water
13				(1) The source of water for the
14				property is:
15 16				[] Private or publicly owned water
17				system [] Private well serving only the
18				subject property
19				*[] Other water system
20	[] Yes	[] No	[] Don't know	*If shared, are there any written
21				agreements?
22	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
23				or unrecorded) for access to and/or
24				maintenance of the water source?
25	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
26				repairs needed?
27	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
28				source provided an adequate
29				year-round supply of potable
30				water? If no, please explain.
31	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
32 33				systems for the property? If yes,
34	[]V	[]N-	[] Don't lor	are they []Leased []Owned
34 35	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for the property associated with its
36				domestic water supply, such as a
37				water right permit, certificate, or
38				claim?
39	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
40				permit, certificate, or claim been
41				assigned, transferred, or changed?
42				*(b) If yes, has all or any portion of
43				the water right not been used for
44				five or more successive years?
45	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
46				operation of the water system (e.g.
47				pipes, tank, pump, etc.)?

1					
2					D I
					B. Irrigation Water
3 4	[]	Yes [] No [] Don't know	(1) Are there any irrigation water
5					rights for the property, such as a water right permit, certificate, or
6					claim?
7	П	Yes []] No [] Don't know	*(a) If yes, has all or any portion of
8	LJ	105 []1.0 [1201111101	the water right not been used for
9					five or more successive years?
10	n	Yes [] No [] Don't know	*(b) If so, is the certificate
11					available? (If yes, please attach a
12					copy.)
13	[]	Yes [] No [] Don't know	*(c) If so, has the water right
14					permit, certificate, or claim been
15					assigned, transferred, or changed?
16					
17	[]	Yes [] No [] Don't know	*(2) Does the property receive
18					irrigation water from a ditch
19					company, irrigation district, or
20					other entity? If so, please identify
21					the entity that supplies water to the
22					property:
23					
24					C. Outdoor Sprinkler System
25	[]	Yes [] No [] Don't know	(1) Is there an outdoor sprinkler
26					system for the property?
27 28	[]	Yes [] No [] Don't know	*(2) If yes, are there any defects in
		¥7 6			the system?
29 30	[]	Yes [] No [] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
					connected to imgation water?
31 32					3. SEWER/ON-SITE SEWAGE
52					SYSTEM
33					A. The property is served by:
34					[] Public sewer system,
35 36					[] On-site sewage system (including pipes, tanks, drainfields, and all other
30					component parts)
38] Other disposal system, please
39					describe:
40					
41	n	Yes []] No [] Don't know	B. If public sewer system service is
42		L.			available to the property, is the house
43					connected to the sewer main? If no,
44					please explain.
45					

1	[] Yes	[] No	[] Don't know	*C. Is the property subject to any
2				sewage system fees or charges in
3				addition to those covered in your
4				regularly billed sewer or on-site sewage
5				system maintenance service?
6				D. If the property is connected to an
7				on-site sewage system:
8	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
9				construction, and was it approved
10				by the local health department or
11				district following its construction?
12				(2) When was it last pumped ?
13				
14	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
15				operation of the on-site sewage
16				system?
17			[] Don't know	(4) When was it last inspected?
18				
19				By whom:
20] Don't know	(5) For how many bedrooms was
20			[] Doirt kilow	the on-site sewage system
22				approved?
23				
	C 3 37			
24	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
25 26				laundry drain, connected to the
20 27				sewer/on-site sewage system? If no, please explain:
28	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
29				repairs to the on-site sewage system?
30	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
31				including the drainfield, located entirely
32				within the boundaries of the property?
33				If no, please explain.
34				
35	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
36				require monitoring and maintenance
37				services more frequently than once a
38				year?
39				
40				PROPERTY DISCLOSURE
41 42				OR NEW CONSTRUCTION WHICH
42 43				LLER IS NOT REQUIRED TO
43 44	5. SYSTEM	-		N ITEM 4. STRUCTURAL OR ITEM
	5. 5151EF	NO AND FI	AT UKED	
45				4. STRUCTURAL
46	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
47				five years?

1 2	[] Yes	[] No	[] Don't know	*B. Has the bat leaked?	sement flooded or
3 4	[] Yes	[] No	[] Don't know	*C. Have there additions, or rea	been any conversions,
5	[] Yes	[] No	[] Don't know	*(1) If yes,	were all building
6 7	[] Yes	[] No	[] Don't know	ermits obt	were all final
8	[] 103	[]10		inspections	
9	[] Yes	[] No	[] Don't know	D. Do you kno	w the age of the house?
10				If yes, year of o	riginal construction:
11					
12 13	[] Yes	[] No	[] Don't know		been any settling, ling of the property or its
14				improvements?	
15	[] Yes	[] No	[] Don't know	-	ny defects with the
16				following: (If y	ves, please check
17				applicable item	s and explain.)
18	□ Fou	ndations	□ Decks		Exterior Walls
19	🗆 Chi	mneys	Interio	r Walls	□ Fire Alarm
20		ors	□ Windo	ws	Patio
21	🗆 Ceil	ings	□ Slab F	loors	Driveways
22	□ Poo	ls	□ Hot Tu	ıb	Sauna
23	□ Side	ewalks	🗆 Outbui	ldings	Fireplaces
0.4	9	171	- Waller		0' I'
24	□ Gar	age Floors	□ Walkw	ays	□ Siding
24 25	□ Gar □ Oth	-		-	□ Siding
25 26		-		Stoves *G. Was a s	tructural pest or "whole
25 26 27	□ Oth	er	\square Wood	Stoves *G. Was a s house" inspecti	tructural pest or "whole on done? If yes, when
25 26	□ Oth	er	\square Wood	Stoves *G. Was a s house" inspecti and by who	tructural pest or "whole on done? If yes, when n was the inspection
25 26 27 28	□ Oth	er	\square Wood	*G. Was a s house" inspecti and by whon completed?	tructural pest or "whole on done? If yes, when
25 26 27 28 29	□ Oth	er [] No	□ Wood	*G. Was a s house" inspecti and by whoi completed? H. During you	tructural pest or "whole on done? If yes, when n was the inspection
25 26 27 28 29 30	□ Oth	er [] No	□ Wood	*G. Was a s house" inspecti and by whoi completed? H. During you	tructural pest or "whole on done? If yes, when n was the inspection cownership, has the y wood destroying
25 26 27 28 29 30 31	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by who completed? H. During you property had an	tructural pest or "whole on done? If yes, when n was the inspection cownership, has the y wood destroying st infestation?
25 26 27 28 29 30 31 32 33 33	□ Oth [] Yes [] Yes	er [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a s house" inspecti and by whoi completed? H. During you property had an organism or pes	tructural pest or "whole on done? If yes, when n was the inspection r ownership, has the y wood destroying st infestation? sulated?
25 26 27 28 29 30 31 32 33	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by whoi completed? H. During you property had an organism or pes I. Is the attic in J. Is the baseme	tructural pest or "whole on done? If yes, when n was the inspection r ownership, has the y wood destroying st infestation? sulated?
25 26 27 28 29 30 31 32 33 33	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by who completed? H. During you property had an organism or pes I. Is the attic in J. Is the basem 5. SYSTEMS 4	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated?
25 26 27 28 29 30 31 32 33 34 35 36 37	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by who completed? H. During you property had an organism or pes I. Is the attic in J. Is the basem 5. SYSTEMS 4 *A. If any of t fixtures are incl	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer,
25 26 27 28 29 30 31 32 33 34 35 36	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by whoi completed? H. During your property had an organism or pes I. Is the attic in J. Is the baseme 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de	tructural pest or "whole on done? If yes, when n was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or
25 26 27 28 29 30 31 32 33 34 35 36 37 38	□ Oth [] Yes [] Yes [] Yes	er [] No [] No [] No	 Wood [] Don't know [] Don't know 	*G. Was a s house" inspecti and by whon completed? H. During your property had an organism or pes I. Is the attic in J. Is the basem 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain.	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer,
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	□ Oth [] Yes [] Yes [] Yes [] Yes	er [] No [] No [] No [] No	 Wood Don't know Don't know Don't know Don't know 	*G. Was a s house" inspecti and by whoi completed? H. During your property had an organism or pes I. Is the attic in J. Is the baseme 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain. Electrical	tructural pest or "whole on done? If yes, when n was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer, efects? If yes, please
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	□ Oth [] Yes [] Yes [] Yes [] Yes	er [] No [] No [] No [] No	 Wood Don't know Don't know Don't know Don't know 	*G. Was a s house" inspecti and by whoi completed? H. During your property had an organism or pes I. Is the attic in J. Is the baseme 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain. Electrical	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer, efects? If yes, please
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	□ Oth [] Yes [] Yes [] Yes [] Yes	er [] No [] No [] No [] No	 Wood Don't know Don't know Don't know Don't know 	*G. Was a s house" inspecti and by whoi completed? H. During you property had an organism or pes I. Is the attic in J. Is the basem 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain. Electrical wiring, swi service Plumbing	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer, effects? If yes, please system, including itches, outlets, and system, including pipes,
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	□ Oth [] Yes [] Yes [] Yes [] Yes [] Yes	er [] No [] No [] No [] No [] No	L Wood	*G. Was a s house" inspecti and by whon completed? H. During your property had an organism or pes I. Is the attic in J. Is the basemu 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain. Electrical wiring, swi service Plumbing faucets, fix	tructural pest or "whole on done? If yes, when m was the inspection r ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES he following systems or uded with the transfer, effects? If yes, please system, including ttches, outlets, and system, including pipes, tures, and toilets
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	□ Oth [] Yes [] Yes [] Yes [] Yes	er [] No [] No [] No [] No	L Wood	*G. Was a s house" inspecti and by whoi completed? H. During you property had an organism or pes I. Is the attic in J. Is the basem 5. SYSTEMS 4 *A. If any of t fixtures are incl are there any de explain. Electrical wiring, swi service Plumbing	tructural pest or "whole on done? If yes, when n was the inspection "ownership, has the y wood destroying st infestation? sulated? ent insulated? AND FIXTURES the following systems or uded with the transfer, effects? If yes, please system, including tiches, outlets, and system, including pipes, tures, and toilets tank

1	[] Yes	[] No	[] Don't know	Appliances
2	[] Yes	[] No	[] Don't know	Sump pump
3	[] Yes	[] No	[] Don't know	Heating and cooling systems
4	[] Yes	[] No	[] Don't know	Security system
5				[] Owned [] Leased
6				Other
7				*B. If any of the following fixtures or
8				property is included with the transfer,
9				are they leased? (If yes, please attach
10				copy of lease.)
11	[] Yes	[] No	[] Don't know	Security system
12	[] Yes	[] No	[] Don't know	Tanks (type):
13	[] Yes	[] No	[] Don't know	Satellite dish
14				Other:
15				*C. Are any of the following kinds of
16				wood burning appliances present at the
17				property?
18	[] Yes	[] No	[] Don't know	(1) Woodstove?
19	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
20	[] Yes	[] No	[] Don't know	(3) Pellet stove?
21	[] Yes	[] No	[] Don't know	(4) Fireplace?
22	[] Yes	[] No	[] Don't know	If yes, are all of the (1) woodstoves
23				or (2) fireplace inserts certified by
24				the U.S. Environmental Protection
25 26				Agency as clean burning appliances to improve air quality and public
27				health?
28	[] Yes	[] No	[] Don't know	D. Is the property located within a city,
29		1110		county, or district or within a
30				department of natural resources fire
31				protection zone that provides fire
32				protection services?
33				6. HOMEOWNERS'
34				ASSOCIATION/COMMON
35				INTERESTS
36	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
37				Association? Name of Association and
38				contact information for an officer,
39				director, employee, or other authorized
40				agent, if any, who may provide the
41 42				association's financial statements, minutes, bylaws, fining policy, and other
42				information that is not publicly
44				available:
45				
46	[] Yes	[] No	[] Don't know	B. Are there regular periodic
47	[] 103	[]110	[] 2011 1100	assessments:

1 2				\$ per [] Month [] Year
3	[] Yes	[] No	[] Don't know	*C. Are there any pending special
4				assessments?
5	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
6				areas" or any joint maintenance
7 8				agreements (facilities such as walls, fences, landscaping, pools, tennis
9				courts, walkways, or other areas co-
10				owned in undivided interest with
11				others)?
12				7. ENVIRONMENTAL
13	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
14				standing water, or drainage problems on
15 16				the property that affect the property or access to the property?
17	[] Yes	[] No	[] Don't know	*B. Does any part of the property
18				contain fill dirt, waste, or other fill
19				material?
20	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
21 22				property from fire, wind, floods, beach
23				movements, earthquake, expansive soils, or landslides?
24	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
25				floodplains, or critical areas on the
26				property?
27	[] Yes	[] No	[] Don't know	*E. Are there any substances,
28				materials, or products in or on the
29 30				property that may be environmental concerns, such as asbestos,
31				formaldehyde, radon gas, lead-based
32				paint, fuel or chemical storage tanks, or
33				contaminated soil or water?
34	[] Yes	[] No	[] Don't know	*F. Has the property been used for
35	6 3 X7			commercial or industrial purposes?
36 37	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater contamination?
38	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
39				other electrical utility equipment
40				installed, maintained, or buried on the
41				property that do not provide utility
42 43				service to the structures on the property?
43	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
45	[] 103	[]140	L J DOI I KHOW	legal or illegal dumping site?
46	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
47				illegal drug manufacturing site?

1	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the	
2				area that cause interference with cellular	
3				telephone reception?	
4				8. MANUFACTURED AND	
5				MOBILE HOMES	
6				If the property includes a manufactured	
7				or mobile home,	
8	[]Yes	[] No	[] Don't know	*A. Did you make any alterations to the	
9	[] 103	[]10		home? If yes, please describe the	
10				alterations:	
11	[]Yes	[] No	[] Don't know	*B. Did any previous owner make any	
12	[] 103	[]10		alterations to the home?	
13	[].	[]N-	Derkham		
14	[] Yes	[] No	[] Don't know	*C. If alterations were made, were permits or variances for these alterations	
15				obtained?	
16				oblance.	
17				9. FULL DISCLOSURE BY	
17				SELLERS	
18				A. Other conditions or defects:	
19	[] Yes	[] No	[] Don't know	*Are there any other existing material	
20				defects affecting the property that a	
21				prospective buyer should know about?	
22				B. Verification:	
23				The foregoing answers and attached	
24				explanations (if any) are complete and	
25				correct to the best of my/our knowledge	
26				and I/we have received a copy hereof.	
27				I/we authorize all of my/our real estate	
28				licensees, if any, to deliver a copy of	
29				this disclosure statement to other real	
30				estate licensees and all prospective	
31				buyers of the property.	
32	DATE		SELLER	SELLER	
33			NOTICE TO T	'HE BUYER	
34	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY				
35	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS				
36	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN				
37	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF				
38	REGISTERI	ED SEX OF	FFENDERS.		
39		II. BUYE	ER'S ACKNOWLEI	OGMENT	
40					
40		A.		owledges that: Buyer has a duty to pay any material defects that are known to	
42			-	own to Buyer by utilizing diligent	
- 4			attention and observ		
43					
43		P			
44		B.		forth in this statement and in any statement are made only by the Seller and	
		B.	amendments to this	forth in this statement and in any statement are made only by the Seller and te licensee or other party.	

1	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
2	real estate licensees are not liable for inaccurate information
3	provided by Seller, except to the extent that real estate
4	licensees know of such inaccurate information.
5	D. This information is for disclosure only and is not intended to
6	be a part of the written agreement between the Buyer and
7	Seller.
8	E. Buyer (which term includes all persons signing the "Buyer's
9	acceptance" portion of this disclosure statement below) has
10	received a copy of this Disclosure Statement (including
11	attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 13 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 15 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 16 AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 17 RESCIND THE 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 20 AGREEMENT.

(2) If the disclosure statement is being completed for new construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the questions listed in item 4. Structural or item 5. Systems and Fixtures.

30 (3) The seller disclosure statement shall be for disclosure only, 31 and shall not be considered part of any written agreement between the 32 buyer and seller of residential property. The seller disclosure 33 statement shall be only a disclosure made by the seller, and not any 34 real estate licensee involved in the transaction, and shall not be 35 construed as a warranty of any kind by the seller or any real estate 36 licensee involved in the transaction.

--- END ---