<u>SSB 5409</u> - H AMD **404** By Representative Moeller

SCOPED 04/14/2003

1 On page 12, after line 14, insert the following:

- **14.** (1) 2 "NEW SECTION. Sec. The legislature finds that the inability of cities and towns to continue to utilize the petition 3 method of annexation established by RCW 35.13.125 through 35.13.160 and 4 5 35A.14.120 through 35A.14.150 poses a threat to the public peace, 6 health, and safety, and to the support of the state government and its This threat results from, without 7 existing public institutions. 8 limitation, the absence of a statutory means for municipal annexation 9 of property that is unoccupied, or that is occupied only by persons ineligible to vote in city or town elections; the inability of cities 10 11 and towns to complete annexations that are necessary for orderly 12 implementation of plans, regulations, and ordinances relating to growth management; and the uncertainty regarding enforceability of agreements 13 for municipal water and sewer service provided by cities and towns to 14 customers outside municipal boundaries. The legislature further finds 15 that this threat results from the decision of the Washington state 16 supreme court in Grant County Fire Protection District No. 5 v. City of 17 Moses Lake, 145 Wn.2d 702 (2002), holding that the petition method of 18 annexation authorized by RCW 35.13.125 through 35.13.160 and 35A.14.120 19 20 through 35A.14.150 is unconstitutional.
- 21 (2) The legislature intends this act to provide for a limited 22 method of annexation by cities and towns based on utility service or 23 utility agreements with property owners.
- 24 **Sec. 15.** RCW 35.13.180 and 1994 c 81 s 11 are each amended to read 25 as follows:
- 26 (1) City and town ((councils of second class cities and towns))
 27 legislative bodies may by a majority vote annex new unincorporated
 28 territory outside the city or town limits, whether contiguous or
 29 noncontiguous for park, cemetery, or other municipal purposes when such

territory is owned by the city or town or all of the owners of the real property in the territory give their written consent to the annexation.

1 2

3

4

5

б

7

8

9

10 11

22

2324

25

26

27

28

- (2) City and town legislative bodies may by a majority vote annex new unincorporated contiguous territory outside the city or town limits where the city or town provides, or by agreement with property owners has committed to provide, retail sewer or retail water service to at least seventy-five percent of the territory proposed for annexation.
- (3) Territory annexed pursuant to subsection (2) of this section must be within the urban growth areas established pursuant to RCW 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040, otherwise qualified for annexation.
- (4) Prior to a city or town legislative body voting on an 12 13 annexation pursuant to subsection (2) of this section, the legislative body shall fix a date for a public hearing thereon and cause notice of 14 the hearing to be published in one issue of a newspaper of general 15 circulation in the city or town. The notice shall also contain a legal 16 description of the territory proposed for annexation, shall be posted 17 in three public places within the territory proposed for annexation, 18 and shall specify the time and place of the hearing and invite 19 20 interested persons to appear and voice approval or disapproval of the 21 annexation.
 - (5) Following the hearing, the city or town legislative body shall determine by ordinance whether annexation shall be made. Subject to RCW 35.02.170, the legislative body may annex all or any portion of the proposed area but may not include in the annexation any territory not described in the notice. Upon passage of the ordinance a certified copy shall be filed with the board of county commissioners of the county in which the annexed territory is located.
- 29 **Sec. 16.** RCW 35A.14.300 and 1981 c 332 s 7 are each amended to 30 read as follows:
- 31 (1) Legislative bodies of code cities may by a majority vote annex 32 territory outside the limits of such city whether contiguous or 33 noncontiguous for any municipal purpose when such territory is owned by 34 the city.
- 35 (2) Legislative bodies of code cities may by a majority vote annex 36 contiguous territory outside the limits of such city where the city

- provides, or by agreement with property owners has committed to provide, retail sewer or retail water service to at least seventy-five percent of the territory proposed for annexation.
- (3) Territory annexed pursuant to subsection (2) of this section
 must be within the urban growth areas established pursuant to RCW
 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040,
 otherwise qualified for annexation.
- (4) Prior to a city legislative body voting on an annexation 8 pursuant to subsection (2) of this section, the legislative body shall 9 fix a date for a public hearing thereon and cause notice of the hearing 10 to be published in one or more issues of a newspaper of general 11 circulation in the city. The notice shall also contain a legal 12 13 description of the territory proposed for annexation, shall be posted 14 in three public places within the territory proposed for annexation, and shall specify the time and place of the hearing and invite 15 interested persons to appear and voice approval or disapproval of the 16 17 annexation.
- (5) Following the hearing, if the city legislative body determines to effect the annexation, they shall do so by ordinance. Subject to RCW 35A.14.410, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any territory not described in the notice. Upon passage of the annexation ordinance a certified copy shall be filed with the board of county commissioners of the county in which the annexed territory is located.
- NEW SECTION. Sec. 17. The method of annexation provided for in sections 15 and 16 of this act shall be an alternative to existing methods, not superseding any other.
- 28 **Sec. 18.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read 29 as follows:
- 30 (1) In a transaction for the sale of residential real property, the 31 seller shall, unless the buyer has expressly waived the right to 32 receive the disclosure statement, or unless the transfer is exempt 33 under RCW 64.06.010, deliver to the buyer a completed real property 34 transfer disclosure statement in the following format and that 35 contains, at a minimum, the following information:

- 1 INSTRUCTIONS TO THE SELLER
- 2 Please complete the following form. Do not leave any spaces blank. If
- 3 the question clearly does not apply to the property write "NA". If the
- 4 answer is "yes" to any * items, please explain on attached sheets.
- 5 Please refer to the line number(s) of the question(s) when you provide
- 6 your explanation(s). For your protection you must date and sign each
- 7 page of this disclosure statement and each attachment. Delivery of the
- 8 disclosure statement must occur not later than five business days,
- 9 unless otherwise agreed, after mutual acceptance of a written contract
- 10 to purchase between a buyer and a seller.
- 11 NOTICE TO THE BUYER
- 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
- 14 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 15 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
- 16 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
- 17 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS
- 18 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
- 19 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
- 20 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
- 21 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
- 22 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
- 23 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 24 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
- 25 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.
- 26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
- 28 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
- 29 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
- 30 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
- 31 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
- 32 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
- 33 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
- 34 INSPECTION, DEFECTS OR WARRANTIES.
- 35 Seller . . . is/ . . . is not occupying the property.

1	I. SELLER'S DISCLOSURES:							
2	*If "Yes" attach a copy or explain. If necessary use an attached sheet.							
3				1. TITLE				
4 5	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property?				
6 7	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following?				
8				(1) First right of refusal				
9				(2) Option(3) Lease or rental agreement				
11				(4) Life estate?				
12	[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary				
14 15	[] Yes	[] No	[] Don't know	disputes? *D. Are there any rights of way,				
16	[] 100	[]1.0	[]Don't mio'	easements, or access limitations				
17				that may affect the owner's use of				
18				the property?				
19	[] Yes	[] No	[] Don't know	*E. Are there any written				
20				agreements for joint maintenance				
21				of an easement or right of way?				
22	[] Yes	[] No	[] Don't know	*F. Is there any study, survey				
23				project, or notice that would				
24				adversely affect the property?				
25	[] Yes	[] No	[] Don't know	*G. Are there any pending or				
26				existing assessments against the				
27				property?				
28	[] Yes	[] No	[] Don't know	*H. Are there any zoning				
29				violations, nonconforming uses, or				
30				any unusual restrictions on the				
31				subject property that would affect				
32				future construction or remodeling?				
33	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for				
34				the property?				
35	[] Yes	[] No	[] Don't know	*J. Are there any covenants,				
36				conditions, or restrictions which				
37				affect the property?				
38	[] Yes	[] <u>No</u>	[] Don't know	*K. Are there any utility service				
39				or annexation agreements that				
40				affect the property?				
41				2. WATER				

1					A. Household Water
2					(1) The source of the water is
3					[] Public [] Community
4					[] Private [] Shared
5					(2) Water source information:
6]] Yes	[] No	[] Don't know	*a. Are there any written
7					agreements for shared
8					water source?
9]] Yes	[] No	[] Don't know	*b. Is there an easement
10					(recorded or unrecorded)
11					for access to and/or
12					maintenance of the water
13					source?
14]] Yes	[] No	[] Don't know	*c. Are any known
15					problems or repairs
16					needed?
17]] Yes	[] No	[] Don't know	*d. Does the source
18					provide an adequate year
19					round supply of potable
20					water?
21]] Yes	[] No	[] Don't know	*(3) Are there any water
22					treatment systems for the
23					property? []Leased []Owned
24					B. Irrigation
25]] Yes	[] No	[] Don't know	(1) Are there any water rights
26					for the property?
27]] Yes	[] No	[] Don't know	*(2) If they exist, to your
28					knowledge, have the water
29					rights been used during the
30					last five-year period?
31]] Yes	[] No	[] Don't know	*(3) If so, is the certificate
32					available?
33					C. Outdoor Sprinkler System
34	J] Yes	[] No	[] Don't know	(1) Is there an outdoor
35					sprinkler system for the
36					property?
37]] Yes	[] No	[] Don't know	*(2) Are there any defects in
38					the outdoor sprinkler system?
39					3. SEWER/SEPTIC SYSTEM
40					
40					A. The property is served by: []
41					Public sewer main, [] Septic tank
42					system [] Other disposal system (describe)
43					
44					

1 2 3	[] Yes	[] No	[] Don't know	B. If the property is served by a public or community sewer main, is the house connected to the
4				main?
5				C. Is the property currently
6				subject to a sewer capacity charge?
7				D. If the property is connected to
8				a septic system:
9	[] Yes	[] No	[] Don't know	(1) Was a permit issued for its
10				construction, and was it
11				approved by the city or county
12				following its construction?
13				(2) When was it last pumped:
14				, 19
15	[] Yes	[] No	[] Don't know	*(3) Are there any defects in
16				the operation of the septic
17				system?
18			[] Don't know	(4) When was it last
19				inspected?
20				, 19
21				By Whom:
22			[] Don't know	(5) How many bedrooms was
23				the system approved for?
24				bedrooms
25	[] Yes	[] No	[] Don't know	*E. Do all plumbing fixtures,
26				including laundry drain, go to the
27				septic/sewer system? If no,
28				explain:
29	[] Yes	[] No	[] Don't know	*F. Are you aware of any changes
30				or repairs to the septic system?
31	[] Yes	[] No	[] Don't know	G. Is the septic tank system,
32				including the drainfield, located
33				entirely within the boundaries of the property?
34				the property?
35				4. STRUCTURAL
36	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
37	[] Yes	[] No	[] Don't know	If yes, has it been repaired?
38	[] Yes	[] No	[] Don't know	*B. Have there been any
39				conversions, additions, or
40				remodeling?
41	[] Yes	[] No	[] Don't know	*1. If yes, were all building
42				permits obtained?
43	[] Yes	[] No	[] Don't know	*2. If yes, were all final
44				inspections obtained?

1 2	[] Yes	[] No	[] Don'	t know	house? If yes	now the age of the s, year of original
3					construction:	
4	[] V	[] NI -	[1D!	4 1		
5	[] Yes	[] No	[] Don'	t know	•	know of any settling,
6 7					house or othe	liding of either the
8						provements located
9						ty? If yes, explain:
10						
11	[] Yes	[] No	[] Don'	t know		anow of any defects
12					•	wing: (Please check
13					applicable ite	
14		Foundation	_	- DI		
1 -			S	□ Decks		□ Exterior Walls □ Fire Alarm
15		Chimneys			or Walls	
16		Doors		□ Wind		□ Patio
17		Ceilings		□ Slab I		□ Driveways
18		Pools		□ Hot T		□ Sauna
19	□ Sidewalks □ Outb				•	□ Fireplaces
20	□ Garage Floors □ Walk				•	
21		Other		□ Wood	l Stoves	
22	[] Yes	[] No	[] Don'	t know	*F. Was a	pest or dry rot,
23					structural or	"whole house"
24					inspection do	ne? When and by
25					whom was	1
26					completed?	
27	[] Yes	[] No	[] Don'	t know	*G. Since ass	suming ownership,
28					has your prop	erty had a problem
29						stroying organisms
30					and/or have the	
31					•	h pest control,
32					infestations, o	or vermin?
33					5. SYSTEMS	S AND FIXTURES
34					If the following	ng systems or fixtures
35					are included v	with the transfer, do
36					they have any	existing defects:
37	[] Yes	[] No	[] Don'	t know	*A. Elec	trical system,
38					including	wiring, switches,
39					outlets, ar	nd service
40	[] Yes	[] No	[] Don'	t know	*B. Plum	nbing system,
41					including	pipes, faucets,
42					fixtures, a	and toilets
43	[] Yes	[] No	[] Don'	t know	*C. Hot	water tank

1	[] Yes	[] No	[] Don't know	*D. Garbage disposal
2	[] Yes	[] No	[] Don't know	*E. Appliances
3	[] Yes	[] No	[] Don't know	*F. Sump pump
4	[] Yes	[] No	[] Don't know	*G. Heating and cooling
5				systems
6	[] Yes	[] No	[] Don't know	*H. Security system
7				[] Owned [] Leased
8				*I. Other
9				6. COMMON INTEREST
10	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
11				Association? Name of Association
12				
13	[] Yes	[] No	[] Don't know	B. Are there regular periodic
14				assessments:
15				\$ per [] Month [] Year
16				[] Other
17	[] Yes	[] No	[] Don't know	*C. Are there any pending special
18				assessments?
19	[] Yes	[] No	[] Don't know	*D. Are there any shared
20				"common areas" or any joint
21				maintenance agreements (facilities
22				such as walls, fences, landscaping,
23				pools, tennis courts, walkways, or
24				other areas co-owned in undivided
25				interest with others)?
26				7. GENERAL
27	[] Yes	[] No	[] Don't know	*A. Is there any settling, soil,
28				standing water, or drainage
29				problems on the property?
30	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
31				material?
32	[] Yes	[] No	[] Don't know	*C. Is there any material damage
33				to the property or any of the
34				structure from fire, wind, floods,
35				beach movements, earthquake,
36				expansive soils, or landslides?
37	[] Yes	[] No	[] Don't know	expansive soils, or landslides? D. Is the property in a designated

1	[] Yes	[] No	[] Don't know	*E. Are there any substances,
2	[]	[]	()	materials, or products that may be
3				an environmental hazard such as,
4				but not limited to, asbestos,
5				formaldehyde, radon gas, lead-
6				based paint, fuel or chemical
7				storage tanks, and contaminated
8				soil or water on the subject
9				property?
10	[] Yes	[] No	[] Don't know	*F. Are there any tanks or
11				underground storage tanks (e.g.,
12				chemical, fuel, etc.) on the
13				property?
14	[] Yes	[] No	[] Don't know	*G. Has the property ever been
15				used as an illegal drug
16				manufacturing site?
17				8. FULL DISCLOSURE BY
18				SELLERS
19				A. Other conditions or defects:
20	[]Yes	[] No	[] Don't know	*Are there any other material
21	[] 103	[]110	[] Don't know	defects affecting this property or its
22				value that a prospective buyer
23				should know about?
24				B. Verification:
25				The foregoing answers and
26				attached explanations (if any) are
27				complete and correct to the best of
28				my/our knowledge and I/we have
29				received a copy hereof. I/we
30				authorize all of my/our real estate
31				licensees, if any, to deliver a copy
32				of this disclosure statement to
33				other real estate licensees and all
34				prospective buyers of the property.
35	DATE		SELLER	SELLER
36		II RIIV	YER'S ACKNOV	VI FDCMENT
37		A.		e acknowledge the duty to pay diligent
38		11.		material defects which are known to
39			•	known to me/us by utilizing diligent
40			attention and obs	
- 3				· · · · · · · · · · · · · · · · · · ·

- 1 Each buyer acknowledges and understands that the 2 disclosures set forth in this statement and in any 3 amendments to this statement are made only by the 4 seller. 5 Buyer (which term includes all persons signing the 6 "buyer's acceptance" portion of this disclosure 7 statement below) hereby acknowledges receipt of a 8 copy of this disclosure statement (including attachments, if any) bearing seller's signature. 9 10 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF 11 12 YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE 13 FROM THESELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE AGREED, 14 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED 15 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS RIGHT OF RESCISSION. 16 17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY 18 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES 19 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 20 LICENSEE OR OTHER PARTY. 21 DATE BUYER BUYER 22
- (2) The real property transfer disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential real property. The real property transfer 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."
- Renumber the remaining sections consecutively and correct the title.

--- END ---