SHB 2239 - S AMD **935**
By Senator Short

ADOPTED 03/06/2026

Strike everything after the enacting clause and insert the following:

"NEW SECTION. **Sec. 1.** It is the intent of the legislature to enable creation of family burial grounds on privately owned property in order to provide greater flexibility and options for individuals in choosing where to be interred.

It is further the intent of the legislature to honor and support individual and family connectivity with the land.

NEW SECTION. **Sec. 2.** (1) A natural person may designate an area of land owned by the person as a family burial ground.

(2) If a property is co-owned by two or more natural persons, a family burial ground may be established on the property only with the written consent of all co-owners of the property.

(3) A family burial ground may not be established on any property co-owned by a combination of natural persons and legal entities.

(4) A family burial ground must be set back at least 25 feet from an existing parcel boundary and may not be established:

(a) Within 150 feet of a designated critical area, as defined in RCW 36.70A.030;

(b) Within 100 feet of the property line of a public right-of-way or boundary of an easement; or

(c) Within 100 feet of an existing well source used for drinking water or 200 feet of an existing spring source used for drinking water.

(5) A family burial ground may not comprise greater than 10 percent of the area of the parcel upon which it is established.

NEW SECTION. **Sec. 3.** (1)(a) A mausoleum, columbarium, or similar structure constructed on a family burial ground and used or intended to be used for interments of human remains must comply with the requirements of this section, whether constructed under or above

the surface of the earth, where any portion of the building is exposed to view, or, when interment is completed, is less than three feet below the surface of the earth and covered by earth.

(b) A building on a family burial ground not erected for or not used as a place for interment of human remains which is converted or altered to such use is subject to this section.

(2) A building or structure constructed on a family burial ground and intended to be used for interment of human remains:

(a) Must be of class A fireproof construction and constructed with such material and workmanship as to ensure its durability and permanence as dictated and determined by most current mausoleum construction and engineering science; and

(b) Must be constructed and installed on the family burial ground in compliance with all applicable local building permitting laws, public health laws, and laws governing class A construction.

(3) Any person who violates this section commits a civil infraction enforceable according to chapter 7.80 RCW and is subject to a monetary penalty of $500. A notice of civil infraction may be issued by a local law enforcement officer or a local public health official if after investigation it has reasonable cause to believe an infraction has been committed. Cities, towns, and counties shall prescribe local procedures to ensure the owner of the property on which the burial ground is located remediates any violation of this section at the owner's expense.

NEW SECTION. **Sec. 4.** The owner of the property on which a family burial ground is located may not:

(1) Offer for sale plots in the family burial ground or space in a mausoleum or columbarium located on the family burial ground; or

(2) Charge fees for any goods or services provided by the owner in connection with interment of human remains in the family burial ground.

NEW SECTION. **Sec. 5.** Within 30 days of each interment in a family burial ground, the owner of the property on which a family burial ground is located shall report the interment to the Washington state department of archaeology and historic preservation and record every interment with the county auditor of the county in which the land is situated. The owner shall report to the department and record with the county auditor:

(1) The deceased person's name as it appears on the death certificate;

(2) The deceased person's date of birth as it appears on the death certificate;

(3) The deceased person's date of death as it appears on the death certificate;

(4) The name of the owner or owners and the legal description of the property, including the assessor parcel number, where the human remains are interred; and

(5) The latitude and longitude coordinates of the grave, mausoleum, or columbarium, such as those given by a global positioning system, that are verified by two witnesses or the county coroner, sheriff, or a designee of the county coroner or sheriff.

NEW SECTION. **Sec. 6.** Before the sale of the property on which a family burial ground is located, the owner of the property shall disclose to the prospective buyer the existence of the family burial ground and any mausoleums or columbaria erected on the family burial ground.

NEW SECTION. **Sec. 7.** (1)(a) The owner of the property on which a family burial ground is located may relocate human remains from the family burial ground with the written consent of one of the following surviving family members, in the order named:

(i) The surviving spouse or state registered domestic partner of the decedent;

(ii) The surviving children of the decedent;

(iii) The surviving parents of the decedent; or

(iv) The surviving siblings of the decedent.

(b) The surviving family member who gives consent to relocate human remains from the family burial ground has the right to designate another lawful place for disposition of human remains in which the relocated human remains will be reinterred.

(2) If the property owner is unable to obtain the required consent from any surviving family member specified in subsection (1) of this section:

(a) The property owner may petition the superior court of the county in which the family burial ground is situated for an order authorizing the relocation of human remains from the family burial ground; and

(b) The property owner has the right to designate another lawful place for disposition of human remains in which the relocated human remains will be reinterred. In designating a place to reinter the remains, the property owner shall make all reasonable efforts to consult with any surviving family members of the person whose remains will be relocated from the family burial ground.

(3) Upon obtaining the required consent or court authorization, the owner of the property must notify the Washington state department of archaeology and historic preservation and obtain a permit from the department to disinter the human remains from the family burial ground and to reinter the human remains in another lawful place for disposition of human remains.

(4) The owner of the property on which a family burial ground is located is responsible for all costs associated with disinterring human remains from the family burial ground and reinterring the remains in another lawful place for disposition of human remains.

NEW SECTION. **Sec. 8.** Cities and counties are authorized to enact ordinances regulating or prohibiting the establishment of family burial grounds or the extension of existing family burial grounds and to give power to local planning commissions to pass upon and make recommendations to local legislative bodies concerning the establishment or extension of family burial grounds.

Sec. 9. RCW 7.80.120 and 2024 c 286 s 2 are each amended to read as follows:

(1) A person found to have committed a civil infraction shall be assessed a monetary penalty.

(a) The maximum penalty and the default amount for a class 1 civil infraction shall be $250, not including statutory assessments, except for an infraction of state law involving (i) potentially dangerous litter as specified in RCW 70A.200.060((~~(4)~~)) (5), in which case the maximum penalty and default amount is $500; ((~~or~~)) (ii) a person's refusal to submit to a test or tests pursuant to RCW 79A.60.040 and 79A.60.700, in which case the maximum penalty and default amount is $1,000; ((~~or~~)) (iii) the misrepresentation of service animals under RCW 49.60.214, in which case the maximum penalty and default amount is $500; ((~~or~~)) (iv) untraceable firearms pursuant to RCW 9.41.326 or unfinished frames or receivers pursuant to RCW 9.41.327, in which case the maximum penalty and default amount

is $500; ((~~or~~)) (v) the failure to report the loss or theft of a firearm under RCW 9.41.368, in which case the maximum penalty and default amount is $1,000; or (vi) unlawful construction of a mausoleum or columbarium on a family burial ground, as provided in section 3 of this act, in which case the penalty is $500;

(b) The maximum penalty and the default amount for a class 2 civil infraction shall be $125, not including statutory assessments;

(c) The maximum penalty and the default amount for a class 3 civil infraction shall be $50, not including statutory assessments; and

(d) The maximum penalty and the default amount for a class 4 civil infraction shall be $25, not including statutory assessments.

(2) The supreme court shall prescribe by rule the conditions under which local courts may exercise discretion in assessing fines for civil infractions.

(3) Whenever a monetary penalty is imposed by a court under this chapter it is immediately payable. If the person is unable to pay at that time the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.

(4) The court may also order a person found to have committed a civil infraction to make restitution.

Sec. 10. RCW 68.04.060 and 1979 c 21 s 2 are each amended to read as follows:

"Mausoleum" means a structure or building for the entombment of human remains in crypts (1) in a place used, or intended to be used, and dedicated, for cemetery purposes, or (2) on a family burial ground established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act).

Sec. 11. RCW 68.04.080 and 2019 c 432 s 5 are each amended to read as follows:

"Columbarium" means a structure, room, or other space in a building or structure containing niches for permanent placement of human remains (1) in a place used, or intended to be used, and dedicated, for cemetery purposes, or (2) on a family burial ground

established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act).

Sec. 12. RCW 68.04.100 and 2005 c 365 s 32 are each amended to read as follows:

"Interment" means the placement of human remains in a cemetery or family burial ground.

NEW SECTION. **Sec. 13.** A new section is added to chapter 68.04 RCW to read as follows:

"Family burial ground" means an area of privately owned land that is designated pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act) for the interment of human remains, and in which interments may be, but are not required to be, restricted to a group of persons who are related to each other by birth, marriage, or adoption. "Family burial ground" includes any mausoleums or columbaria constructed on a family burial ground.

Sec. 14. RCW 68.05.400 and 1979 c 21 s 13 are each amended to read as follows:

The provisions of this chapter do not apply to any of the following:

(1) Nonprofit cemeteries which are owned or operated by any recognized religious denomination which qualifies for an exemption from real estate taxation under RCW 84.36.020 on any of its churches or the ground upon which any of its churches are or will be built; ((~~or~~))

(2) Any cemetery controlled and operated by a coroner, county, city, town, or cemetery district; or

(3) A family burial ground established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act).

Sec. 15. RCW 68.20.010 and 1943 c 247 s 42 are each amended to read as follows:

((~~It~~)) Except as otherwise provided in chapter 68.--- RCW (the new chapter created in section 22 of this act), it is unlawful for any corporation, copartnership, firm, trust, association, or individual to engage in or transact any of the businesses of a cemetery within this state except by means of a corporation duly organized for that purpose.

Sec. 16. RCW 68.20.140 and 1987 c 331 s 33 are each amended to read as follows:

(1) This chapter does not apply to any cemetery controlled and operated by a coroner, county, city, town, or cemetery district.

(2) This chapter does not apply to any family burial ground established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act).

NEW SECTION. **Sec. 17.** A new section is added to chapter 68.28 RCW to read as follows:

This chapter does not apply to mausoleums and columbaria constructed on a family burial ground established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act).

Sec. 18. RCW 68.50.130 and 2019 c 432 s 21 are each amended to read as follows:

Every person who performs a disposition of any human remains, except as otherwise provided by law, in any place, except in a cemetery, a family burial ground, or a building dedicated exclusively for religious purposes, is guilty of a misdemeanor. Disposition of human remains following cremation, alkaline hydrolysis, or natural organic reduction may also occur on private property, with the consent of the property owner; and on public or government lands or waters with the approval of the government agency that has either jurisdiction or control, or both, of the lands or waters.

Sec. 19. RCW 84.36.020 and 2022 c 84 s 1 are each amended to read as follows:

The following real and personal property shall be exempt from taxation:

(1)(a) All lands, buildings, and personal property required for necessary administration and maintenance, used, or to the extent used, exclusively for public burying grounds or cemeteries without discrimination as to race, color, national origin or ancestry;

(b) The exemption provided by this subsection (1) does not apply to family burial grounds established pursuant to chapter 68.--- RCW (the new chapter created in section 22 of this act);

(2)(a) All churches, personal property, and the ground, not exceeding five acres in area, upon which a church of any nonprofit recognized religious denomination is or must be built, together with

a parsonage, convent, and buildings and improvements required for the maintenance and safeguarding of such property. The area exempted must in any case include all ground covered by the church, parsonage, convent, and buildings and improvements required for the maintenance and safeguarding of such property and the structures and ground necessary for street access, parking, light, and ventilation, but the area of unoccupied ground exempted in such cases, in connection with church, parsonage, convent, and buildings and improvements required for the maintenance and safeguarding of such property, shall not exceed the equivalent of one hundred twenty by one hundred twenty feet except where additional unoccupied land may be required to conform with state or local codes, zoning, or licensing requirements. The parsonage and convent need not be on land contiguous to the church property. Except as otherwise provided in this subsection, to be exempt the property must be wholly used for church purposes.

(b) If the rental income or donations, if applicable, are reasonable and do not exceed the maintenance and operation expenses attributable to the portion of the property loaned or rented, the exemption provided by this subsection (2) is not nullified by:

(i) The loan or rental of property otherwise exempt under this subsection (2) to a nonprofit organization, association, or corporation, or school to conduct an eleemosynary activity;

(ii) The rental or use of the property by any individual, group, or entity, where such rental or use is not otherwise authorized by this subsection (2), for not more than fifty days in each calendar year, and the property is not used for pecuniary gain or to promote business activities for more than fifteen of the fifty days in each calendar year. The fifty and fifteen-day limitations provided in this subsection (2)(b)(ii) do not include days during which setup and takedown activities take place immediately preceding or following a meeting or other event by an individual, group, or entity using the property as provided in this subsection (2)(b)(ii). The 15-day and 50-day limitations provided in this subsection (2)(b)(ii) do not apply to the use of the property for pecuniary gain or for business activities if the property is used for activities related to a qualifying farmers market, as defined in RCW 66.24.170, and all income received from rental or use of the exempt property is used for capital improvements to the exempt property, maintenance and operation of the exempt property, or exempt purposes. The exempt

property may be used for up to 53 days for the purposes of a qualifying farmers market; or

(iii) An inadvertent use of the property in a manner inconsistent with the purpose for which exemption is granted, if the inadvertent use is not part of a pattern of use. A pattern of use is presumed when an inadvertent use is repeated in the same assessment year or in two or more successive assessment years.

Sec. 20. RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are 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:

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT. . . . . .
("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED

DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE 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, INSPECTION, DEFECTS OR WARRANTIES.

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

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.

1. TITLE

[ ] Yes [ ] No [ ] Don't know A. Do you have legal authority to sell the property? If no, please explain.

[ ] Yes [ ] No [ ] Don't know *B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

[ ] Yes [ ] No [ ] Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?

[ ] Yes [ ] No [ ] Don't know *D. Is there a private road or easement agreement for access to the property?

[ ] Yes	[ ] No	[ ] Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
[ ] Yes	[ ] No	[ ] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
[ ] Yes	[ ] No	[ ] Don't know	*H. Are there any pending or existing assessments against the property?
[ ] Yes	[ ] No	[ ] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
[ ] Yes	[ ] No	[ ] Don't know	*J. Is there a boundary survey for the property?
[ ] Yes	[ ] No	[ ] Don't know	*K. Are there any covenants, conditions, or restrictions recorded against the property?

NOTICE TO THE BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water

				(1) The source of water for the property is: [ ] Private or publicly owned water system [ ] Private well serving only the subject property . . . . . . *[ ] Other water system
[ ] Yes	[ ] No	[ ] Don't know		*If shared, are there any written agreements?
[ ] Yes	[ ] No	[ ] Don't know		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
[ ] Yes	[ ] No	[ ] Don't know		*(3) Are there any problems or repairs needed?
[ ] Yes	[ ] No	[ ] Don't know		(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.
[ ] Yes	[ ] No	[ ] Don't know		*(5) Are there any water treatment systems for the property? If yes, are they [ ] Leased [ ] Owned
[ ] Yes	[ ] No	[ ] Don't know		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?
[ ] Yes	[ ] No	[ ] Don't know		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
				*(b) If yes, has all or any portion of the water right not been used for five or more successive years?
[ ] Yes	[ ] No	[ ] Don't know		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?

B. Irrigation Water

[ ] Yes [ ] No [ ] Don't know (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

[ ] Yes [ ] No [ ] Don't know *(a) If yes, has all or any portion of the water right not been used for five or more successive years?

[ ] Yes [ ] No [ ] Don't know *(b) If so, is the certificate available? (If yes, please attach a copy.)

[ ] Yes [ ] No [ ] Don't know *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

[ ] Yes [ ] No [ ] Don't know *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:

C. Outdoor Sprinkler System

[ ] Yes [ ] No [ ] Don't know (1) Is there an outdoor sprinkler system for the property?

[ ] Yes [ ] No [ ] Don't know *(2) If yes, are there any defects in the system?

[ ] Yes [ ] No [ ] Don't know *(3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

[ ] Public sewer system,

[ ] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

[ ] Other disposal system, please describe:

[ ] Yes [ ] No [ ] Don't know B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

[ ] Yes [ ] No [ ] Don't know *C. 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?

D. If the property is connected to an on-site sewage system:

[ ] Yes [ ] No [ ] Don't know *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped?

. . . . . .

[ ] Yes [ ] No [ ] Don't know *(3) Are there any defects in the operation of the on-site sewage system?

[ ] Don't know (4) When was it last inspected?

. . . . . .

By whom: . . . . . .

[ ] Don't know (5) For how many bedrooms was the on-site sewage system approved?

. . . . . bedrooms

[ ] Yes [ ] No [ ] Don't know E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain: . . . . . .

[ ] Yes [ ] No [ ] Don't know *F. Have there been any changes or repairs to the on-site sewage system?

[ ] Yes [ ] No [ ] Don't know G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.

. . . . . .

[ ] Yes [ ] No [ ] Don't know *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

. . . . . .

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

4. STRUCTURAL

[ ] Yes [ ] No [ ] Don't know *A. Has the roof leaked within the last five years?

[ ] Yes [ ] No [ ] Don't know *B. Has the basement flooded or leaked?

[ ] Yes [ ] No [ ] Don't know *C. Have there been any conversions, additions, or remodeling?

[ ] Yes [ ] No [ ] Don't know *(1) If yes, were all building permits obtained?

[ ] Yes [ ] No [ ] Don't know *(2) If yes, were all final inspections obtained?

[ ] Yes [ ] No [ ] Don't know D. Do you know the age of the house? If yes, year of original construction:

[ ] Yes [ ] No [ ] Don't know *E. Has there been any settling, slippage, or sliding of the property or its improvements?

[ ] Yes [ ] No [ ] Don't know *F. Are there any defects with the following: (If yes, please check applicable items and explain.)

□ Foundations	□ Decks	□ Exterior Walls
□ Chimneys	□ Interior Walls	□ Fire Alarm
□ Doors	□ Windows	□ Patio
□ Ceilings	□ Slab Floors	□ Driveways
□ Pools	□ Hot Tub	□ Sauna
□ Sidewalks	□ Outbuildings	□ Fireplaces
□ Garage Floors	□ Walkways	□ Siding
□ Other	□ Woodstoves	□ Elevators
□ Incline Elevators	□ Stairway Chair Lifts	□ Wheelchair Lifts

[ ] Yes [ ] No [ ] Don't know *G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? . . . . . .

[ ] Yes [ ] No [ ] Don't know H. During your ownership, has the property had any wood destroying organism or pest infestation?

[ ] Yes [ ] No [ ] Don't know I. Is the attic insulated?

[ ] Yes [ ] No [ ] Don't know J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

[ ] Yes [ ] No [ ] Don't know Electrical system, including wiring, switches, outlets, and service

[ ] Yes [ ] No [ ] Don't know Plumbing system, including pipes, faucets, fixtures, and toilets

[ ] Yes [ ] No [ ] Don't know Hot water tank

[ ] Yes [ ] No [ ] Don't know Garbage disposal

[ ] Yes [ ] No [ ] Don't know Appliances

[ ] Yes [ ] No [ ] Don't know Sump pump

[ ] Yes	[ ] No	[ ] Don't know	Heating and cooling systems	
[ ] Yes	[ ] No	[ ] Don't know	Security system	
			[ ] Owned [ ] Leased	
			Other	
			*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)	
[ ] Yes	[ ] No	[ ] Don't know	Security system	
[ ] Yes	[ ] No	[ ] Don't know	Tanks (type):	
[ ] Yes	[ ] No	[ ] Don't know	Satellite dish	
			Other:	
			*C. Are any of the following kinds of wood burning appliances present at the property?	
[ ] Yes	[ ] No	[ ] Don't know	(1) Woodstove?	
[ ] Yes	[ ] No	[ ] Don't know	(2) Fireplace insert?	
[ ] Yes	[ ] No	[ ] Don't know	(3) Pellet stove?	
[ ] Yes	[ ] No	[ ] Don't know	(4) Fireplace?	
[ ] Yes	[ ] No	[ ] Don't know	If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	
[ ] Yes	[ ] No	[ ] Don't know	D. 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?	
[ ] Yes	[ ] No	[ ] Don't know	E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)	

[ ] Yes	[ ] No	[ ] Don't know	F. Is the property equipped with smoke detection devices? (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)
[ ] Yes	[ ] No	[ ] Don't know	G. Does the property currently have internet service?
		[ ] Don't know	Provider . . . . .
			6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS
[ ] Yes	[ ] No	[ ] Don't know	A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
[ ] Yes	[ ] No	[ ] Don't know	B. Are there regular periodic assessments: $ . . . per [ ] Month [ ] Year [ ] Other . . . . .
[ ] Yes	[ ] No	[ ] Don't know	*C. Are there any pending special assessments?
[ ] Yes	[ ] No	[ ] Don't know	*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)?
			7. ENVIRONMENTAL

[ ] Yes	[ ] No	[ ] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
[ ] Yes	[ ] No	[ ] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
[ ] Yes	[ ] No	[ ] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
[ ] Yes	[ ] No	[ ] Don't know	*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?
[ ] Yes	[ ] No	[ ] Don't know	*F. Has the property been used for commercial or industrial purposes?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any soil or groundwater contamination?
[ ] Yes	[ ] No	[ ] Don't know	*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?
[ ] Yes	[ ] No	[ ] Don't know	*I. Has the property been used as a legal or illegal dumping site?
[ ] Yes	[ ] No	[ ] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
[ ] Yes	[ ] No	[ ] Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

[ ] Yes	[ ] No	[ ] Don't know	L. Does the property include a family burial ground, mausoleum, or columbarium?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

[ ] Yes	[ ] No	[ ] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations: . . . . .
[ ] Yes	[ ] No	[ ] Don't know	*B. Did any previous owner make any alterations to the home?
[ ] Yes	[ ] No	[ ] Don't know	*C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

[ ] Yes	[ ] No	[ ] Don't know	*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE . . . . . SELLER . . . . . SELLER . . . . . .

NOTICE TO THE BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

C. 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.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

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.

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 STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE 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 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE . . . . . BUYER . . . . . BUYER. . . . . .

(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.

(3) 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.

NEW SECTION. **Sec. 21.** A new section is added to chapter 43.334 RCW to read as follows:

The Washington state department of archaeology and historic preservation shall by rule develop procedures for issuing to a property owner a permit to disinter human remains from a family burial ground established under chapter 68.--- RCW (the new chapter created in section 22 of this act) and reinter the remains in another lawful place for disposition of human remains.

NEW SECTION. **Sec. 22.** Sections 2 through 8 of this act constitute a new chapter in Title 68 RCW.

NEW SECTION. **Sec. 23.** Section 20 of this act takes effect January 1, 2027."

SHB 2239 - S AMD **935**
By Senator Short

ADOPTED 03/06/2026

On page 1, line 3 of the title, after "ground;" strike the remainder of the title and insert "amending RCW 7.80.120, 68.04.060, 68.04.080, 68.04.100, 68.05.400, 68.20.010, 68.20.140, 68.50.130, and 84.36.020; reenacting and amending RCW 64.06.020; adding a new section to chapter 68.04 RCW; adding a new section to chapter 68.28 RCW; adding a new section to chapter 43.334 RCW; adding a new chapter

to Title 68 RCW; creating a new section; prescribing penalties; and providing an effective date."

EFFECT: Removes the grandfathering provision for previously established family burial grounds.

Increases the setback requirement of a family burial ground from a public right-of-way or boundary of an easement from 50 feet to 100 feet.

--- END ---