
SENATE BILL 5895

State of Washington 60th Legislature 2007 Regular Session

By Senators Fraser, Swecker, Tom, Shin, Kline, McCaslin, Kilmer, Jacobsen, Delvin and Honeyford

Read first time 02/06/2007. Referred to Committee on Consumer Protection & Housing.

1 AN ACT Relating to seller disclosure of information concerning
2 residential real property; amending RCW 64.06.005, 64.06.010, and
3 64.06.020; adding a new section to chapter 64.06 RCW; and creating a
4 new section.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) Some purchasers of residential property have been financially
8 ruined, and their health threatened, by the discovery of toxic
9 materials buried or otherwise hidden on the property, that was not
10 disclosed by the seller who had actual knowledge of the presence of
11 such materials before the sale;

12 (b) Current law exempts some sellers from legal responsibility to
13 disclose what they know about the presence of toxic materials on
14 unimproved property they are selling for residential purposes; and

15 (c) Seller disclosure statements provide information of fundamental
16 importance to a buyer to help the buyer determine whether the property
17 has health and safety characteristics suitable for residential use and
18 whether the buyer can financially afford the cleanup costs and related
19 legal costs.

1 (2) The legislature intends that:

2 (a) Purchasers of unimproved property intended to be used for
3 residential purposes be entitled to receive from the seller information
4 known by the seller about toxic materials on or buried in the property;

5 (b) There be no legal exemptions from such disclosure in the
6 interests of fairness and transparency in residential property sales
7 transactions; and

8 (c) Separate residential property sales disclosure forms be used
9 for improved and unimproved property, to assist with transparency in
10 property transactions.

11 **Sec. 2.** RCW 64.06.005 and 2002 c 268 s 8 are each amended to read
12 as follows:

13 ~~((This chapter applies only to residential real property. For
14 purposes of this chapter,))~~ The definitions in this section apply
15 throughout this chapter unless the context clearly requires otherwise.

16 (1) "Improved residential real property" means:

17 ~~((1))~~ (a) Real property consisting of, or improved by, one to
18 four dwelling units;

19 ~~((2))~~ (b) A residential condominium as defined in RCW
20 64.34.020(9), unless the sale is subject to the public offering
21 statement requirement in the Washington condominium act, chapter 64.34
22 RCW;

23 ~~((3))~~ (c) A residential timeshare, as defined in RCW
24 64.36.010(11), unless subject to written disclosure under the
25 Washington timeshare act, chapter 64.36 RCW; or

26 ~~((4))~~ (d) A mobile or manufactured home, as defined in RCW
27 43.22.335 or 46.04.302, that is personal property.

28 (2) "Real property transfer disclosure statement" and "seller
29 disclosure statement" mean the form to be completed by the seller of
30 improved or unimproved residential real property as prescribed by this
31 chapter.

32 (3) "Residential real property" means both improved and unimproved
33 residential real property.

34 (4) "Unimproved residential real property" means a vacant lot,
35 including those in a plat or subdivision, zoned for single-family
36 residential dwelling units, except for real property classified as farm

1 and agricultural land or timber land for assessment purposes under
2 chapter 84.34 RCW.

3 **Sec. 3.** RCW 64.06.010 and 1994 c 200 s 2 are each amended to read
4 as follows:

5 This chapter does not apply to the following transfers of
6 residential real property:

7 (1) A foreclosure(~~(7)~~) or deed-in-lieu of foreclosure(~~(, or a sale~~
8 ~~by a lienholder who acquired the residential real property through~~
9 ~~foreclosure or deed-in-lieu of foreclosure))~~);

10 (2) A gift or other transfer to a parent, spouse, or child of a
11 transferor or child of any parent or spouse of a transferor;

12 (3) A transfer between spouses in connection with a marital
13 dissolution;

14 (4) A transfer where a buyer had an ownership interest in the
15 property within two years of the date of the transfer including, but
16 not limited to, an ownership interest as a partner in a partnership, a
17 limited partner in a limited partnership, a shareholder in a
18 corporation, a leasehold interest, or transfers to and from a
19 facilitator pursuant to a tax deferred exchange;

20 (5) A transfer of an interest that is less than fee simple, except
21 that the transfer of a vendee's interest under a real estate contract
22 is subject to the requirements of this chapter; (~~and~~)

23 (6) A transfer made by the personal representative of the estate of
24 the decedent or by a trustee in bankruptcy; and

25 (7) A transfer in which the buyer has expressly waived the receipt
26 of the seller disclosure statement. However, if the answer to any of
27 the questions in the section entitled "Environmental" is "yes," the
28 buyer may not waive the receipt of the "Environmental" section of the
29 seller disclosure statement.

30 **Sec. 4.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read
31 as follows:

32 (1) In a transaction for the sale of improved residential real
33 property, the seller shall, unless the buyer has expressly waived the
34 right to receive the disclosure statement under RCW 64.06.010, or
35 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to

1 the buyer a completed seller disclosure statement in the following
2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

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

13 NOTICE TO THE BUYER

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

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

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

31 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
32 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
35 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS

1 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
2 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
3 WARRANTIES.

4 Seller is/ is not occupying the property.

5
6 **I. SELLER'S DISCLOSURES:**

7 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
8 and attach documents, if available and not otherwise publicly recorded. If necessary,
9 use an attached sheet.

1. TITLE

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

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

- 14 (1) First right of refusal
- 15 (2) Option
- 16 (3) Lease or rental agreement
- 17 (4) Life estate?

18 Yes No Don't know *C. Are there any encroachments,
19 boundary agreements, or boundary
20 disputes?

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

23 Yes No Don't know ~~(D)~~ *E. Are there any rights-of-
24 way, easements, or access limitations
25 that may affect the Buyer's use of the
26 property?

27 Yes No Don't know ~~(E)~~ *E. Are there any written
28 agreements for joint maintenance of an
29 easement or right-of-way?

30 Yes No Don't know ~~(F)~~ *G. Is there any study, survey
31 project, or notice that would adversely
32 affect the property?

33 Yes No Don't know ~~(G)~~ *H. Are there any pending or
34 existing assessments against the
35 property?

36 Yes No Don't know ~~(H)~~ *I. Are there any zoning
37 violations, nonconforming uses, or any
38 unusual restrictions on the property that
39 would affect future construction or
40 remodeling?

41 Yes No Don't know ~~(I)~~ *J. Is there a boundary survey
42 for the property?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Yes No Don't know

((#F)) *K. Are there any covenants, conditions, or restrictions which affect the property?

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 known 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 so, explain:
.....

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, have the water rights been used during the last five years?

Yes No Don't know

*(b) If so, is the certificate available? (If yes, please attach a copy.)

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? If so, explain:
2				
3				
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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:
7				
8				
9				
10				
11				
12				
13				C. Outdoor Sprinkler System
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
15				
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
17				
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
19				
20				
21				3. SEWER/ON-SITE SEWAGE SYSTEM
22				A. The property is served by:
23				<input type="checkbox"/> Public sewer system,
24				<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25				<input type="checkbox"/> Other disposal system, please describe:
26				
27				
28				
29				
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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.
31				
32				
33				
34				
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
36				
37				
38				
39				
40				
41				D. If the property is connected to an on-site sewage system:
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
43				
44				(2) When was it last pumped:
45				
46				
47				

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**6. HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS**

- Yes No Don't know A. Is there a Home Owners' Association? Name of Association
- 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. ((GENERAL))
ENVIRONMENTAL**

- Yes No Don't know *A. Have there been any drainage problems on the property?
- Yes No Don't know *B. Does the property contain 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. Is the property in a designated floodplain?
- Yes No Don't know *E. Are there any substances, materials, or products 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, transformers, or other utility equipment installed, maintained, or buried on the property?

1 Yes No Don't know *I. Has the property ever been used as
2 a legal or illegal dumping site?
3 Yes No Don't know *((G-~~F~~)) J. Has the property ever
4 been used as an illegal drug
5 manufacturing site?
6 Yes No Don't know *((H-~~G~~)) K. Are there any radio
7 towers in the area that may cause
8 interference with telephone reception?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

13 Yes No Don't know *A. Did you make any alterations to the
14 home? If yes, please describe the
15 alterations:

16 Yes No Don't know *B. Did any previous owner make any
17 alterations to the home? If yes, please
18 describe the alterations:

19 Yes No Don't know *C. If alterations were made, were
20 permits or variances for these alterations
21 obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

25 Yes No Don't know *Are there any other existing material
26 defects affecting the property that a
27 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

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

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

28 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
 29 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
 30 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
 31 DATE BUYER BUYER

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

37 (3) The seller disclosure statement shall be for disclosure only,
 38 and shall not be considered part of any written agreement between the
 39 buyer and seller of residential property. The seller disclosure
 40 statement shall be only a disclosure made by the seller, and not any

1 real estate licensee involved in the transaction, and shall not be
2 construed as a warranty of any kind by the seller or any real estate
3 licensee involved in the transaction.

4 NEW SECTION. **Sec. 5.** A new section is added to chapter 64.06 RCW
5 to read as follows:

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

12 INSTRUCTIONS TO THE SELLER

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

22 NOTICE TO THE BUYER

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

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

36 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE

1 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
2 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
3 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

4 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
5 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
6 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
7 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
8 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
9 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
10 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
11 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
12 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
13 WARRANTIES.

14 Seller is/ is not occupying the property.

15

I. SELLER'S DISCLOSURES:

16

If you answer "Yes" to a question with an asterisk (), please explain your answer
17 and attach documents, if available and not otherwise publicly recorded. If
18 necessary, use an attached sheet.

19

1. TITLE

20

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

22

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

23

(1) First right of refusal

24

(2) Option

25

(3) Lease or rental agreement

26

(4) Life estate?

27

28

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

29

31

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

32

33

Yes No Don't know *E. Are there any rights-of-way,
34 easements, or access limitations that
35 may affect the Buyer's use of the
36 property?

33

34

35

36

37

Yes No Don't know *F. Are there any written agreements
38 for joint maintenance of an easement or
39 right-of-way?

37

38

39

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any study, survey project,
2				or notice that would adversely affect the
3				property?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there any pending or existing
5				assessments against the property?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Are there any zoning violations,
7				nonconforming uses, or any unusual
8				restrictions on the property that would
9				affect future construction or
10				remodeling?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Is there a boundary survey for the
12				property?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any covenants,
14				conditions, or restrictions which affect
15				the property?
16				2. WATER
17				A. Household Water
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Does the property have potable
19				water supply?
20				(2) If yes, the source of water for the
21				property is:
22				<input type="checkbox"/> Private or publicly owned water
23				system
24				<input type="checkbox"/> Private well serving only the
25				property
26				* <input type="checkbox"/> Other water system
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
28				agreements?
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or
30				unrecorded) for access to and/or
31				maintenance of the water source?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any known problems or
33				repairs needed?
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up
35				charge payable before the property can
36				be connected to the water main?
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of
38				water availability from the water
39				purveyor serving the property? (If yes,
40				please attach a copy.)
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit,
42				certificate, or claim associated with
43				household water supply for the
44				property? (If yes, please attach a copy.)
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit,
46				certificate, or claim been assigned,
47				transferred, or changed?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (2) Was it approved by the local
2							health department or district following
3							its construction?
4	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(3) Is the septic system a pressurized
5							system?
6	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(4) Is the septic system a gravity
7							system?
8	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (5) Have there been any changes or
9							repairs to the on-site sewage system?
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(6) Is the on-site sewage system,
11							including the drainfield, located entirely
12							within the boundaries of the property?
13							If no, please explain:
14						
15	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(7) Does the on-site sewage system
16							require monitoring and maintenance
17							services more frequently than once a
18							year? If yes, please explain:
19						
20							4. ELECTRICAL/GAS
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is the property served by natural
22							gas?
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Is there a connection charge for gas?
24	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Is the property served by electricity?
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Is there a connection charge for
26							electricity?
27	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	E. Are there any electrical problems on
28							the property? If yes, please explain:
29						
30							5. FLOODING
31	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Are there any flooding, standing
32							water, or drainage problems on the
33							property or affecting access to the
34							property? If yes, please explain:
35						
36	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Is the property located in a
37							government designated flood zone or
38							floodplain?
39							6. SOIL STABILITY
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Are there any settlement, earth
41							movement, slides, or similar soil
42							problems on the property? If yes,
43							please explain:
44						
45	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Does any part of the property
46							contain fill dirt, waste, or other fill
47							material? If yes, please explain:

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

10 DATE SELLER SELLER

11 NOTICE TO BUYER

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

17 **II. BUYER'S ACKNOWLEDGMENT**

- 18 A. Buyer hereby acknowledges that: Buyer has a duty to pay
19 diligent attention to any material defects that are known to
20 Buyer or can be known to Buyer by utilizing diligent
21 attention and observation.
- 22 B. The disclosures set forth in this statement and in any
23 amendments to this statement are made only by the Seller
24 and not by any real estate licensee or other party.
- 25 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
26 real estate licensees are not liable for inaccurate information
27 provided by Seller, except to the extent that real estate
28 licensees know of such inaccurate information.
- 29 D. This information is for disclosure only and is not intended to
30 be a part of the written agreement between the Buyer and
31 Seller.
- 32 E. Buyer (which term includes all persons signing the "Buyer's
33 acceptance" portion of this disclosure statement below) has
34 received a copy of this Disclosure Statement (including
35 attachments, if any) bearing Seller's signature.

36 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
37 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
38 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
39 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
40 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
41 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
42 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
43 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
44 AGREEMENT.

1 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
2 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
3 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
4 DATE BUYER BUYER

5 (2) The seller disclosure statement shall be for disclosure only,
6 and shall not be considered part of any written agreement between the
7 buyer and seller of residential property. The seller disclosure
8 statement shall be only a disclosure made by the seller, and not any
9 real estate licensee involved in the transaction, and shall not be
10 construed as a warranty of any kind by the seller or any real estate
11 licensee involved in the transaction.

--- END ---