
SENATE BILL 6259

State of Washington

60th Legislature

2008 Regular Session

By Senator Jacobsen

Read first time 01/14/08. Referred to Committee on Natural Resources, Ocean & Recreation.

1 AN ACT Relating to forest land management information; and amending
2 RCW 64.06.005 and 64.06.015.

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

4 **Sec. 1.** RCW 64.06.005 and 2007 c 107 s 2 are each amended to read
5 as follows:

6 The definitions in this section apply throughout this chapter
7 unless the context clearly requires otherwise.

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

9 (a) Real property consisting of, or improved by, one to four
10 residential dwelling units;

11 (b) A residential condominium as defined in RCW 64.34.020(9),
12 unless the sale is subject to the public offering statement requirement
13 in the Washington condominium act, chapter 64.34 RCW;

14 (c) A residential timeshare, as defined in RCW 64.36.010(11),
15 unless subject to written disclosure under the Washington timeshare
16 act, chapter 64.36 RCW; or

17 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
18 46.04.302, that is personal property.

1 (2) "Residential real property" means both improved and unimproved
2 residential real property.

3 (3) "Seller disclosure statement" means the form to be completed by
4 the seller of residential real property as prescribed by this chapter.

5 (4) "Unimproved residential real property" means property zoned for
6 residential use or zoned to allow at least one homesite that is not
7 improved by residential dwelling units, a residential condominium, a
8 residential timeshare, or a mobile or manufactured home.

9 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read
10 as follows:

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

17 INSTRUCTIONS TO THE SELLER

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

27 NOTICE TO THE BUYER

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

31 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
32 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
33 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
34 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
35 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
36 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A

1 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
2 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
3 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
4 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

19 Seller is/ is not occupying the property.

20

I. SELLER'S DISCLOSURES:

21

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

24

1. TITLE

25

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

26

27

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

28

29

(1) First right of refusal

30

(2) Option

31

(3) Lease or rental agreement

32

(4) Life estate?

33

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

34

35

36

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

37

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

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. 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?

Yes No Don't know

* (1) Was a permit issued for its construction?

Yes No Don't know

* (2) Was it approved by the local health department or district following its construction?

Yes No Don't know

(3) Is the septic system a pressurized system?

Yes No Don't know

(4) Is the septic system a gravity system?

Yes No Don't know

* (5) Have there been any changes or repairs to the on-site sewage system?

Yes No Don't know

(6) 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

(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? If yes, please explain:
.....

4. ELECTRICAL/GAS

Yes No Don't know

A. Is the property served by natural gas?

Yes No Don't know

B. Is there a connection charge for gas?

Yes No Don't know

C. Is the property served by electricity?

Yes No Don't know

D. Is there a connection charge for electricity?

Yes No Don't know

E. Are there any electrical problems on the property? If yes, please explain:
.....

5. FLOODING

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any flooding, standing water, or drainage problems on the property or affecting access to the property? If yes, please explain:
2				
3				
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property located in a government designated flood zone or floodplain?
7				
8				
9				
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	6. SOIL STABILITY A. Are there any settlement, earth movement, slides, or similar soil problems on the property? If yes, please explain:
11				
12				
13				
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Does any part of the property contain fill dirt, waste, or other fill material? If yes, please explain:
16				
17				
18				
19				
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	7. ENVIRONMENTAL *A. Have there been any drainage problems on the property?
21				
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill material?
23				
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
25				
26				
27				
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
29				
30				
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
32				
33				
34				
35				
36				
37				
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for commercial or industrial purposes?
39				
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?
43				
44				
45				

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
2				legal or illegal dumping site?
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
4				illegal drug manufacturing site?
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the
6				area that may cause interference with
7				telephone reception?
8				8. HOMEOWNERS'
9				ASSOCIATION/COMMON
10				INTERESTS
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a homeowners' association?
12				Name of association:
13			
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic
15				assessments:
16				\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
17				<input type="checkbox"/> Other
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special
19				assessments?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common
21				areas" or any joint maintenance
22				agreements (facilities such as walls,
23				fences, landscaping, pools, tennis
24				courts, walkways, or other areas co-
25				owned in undivided interest with
26				others)?
27				9. OTHER FACTS
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any disagreements,
29				disputes, encroachments, or legal
30				actions concerning the property? If yes,
31				please explain:
32			
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Does the property have any plants
34				or wildlife that are designated as
35				species or [of] concern, or listed as
36				threatened or endangered by the
37				government?
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property classified or
39				designated as forest land or open space?
40				If so, specify:
41			

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

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

24 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
25 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
26 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
27 DATE BUYER BUYER

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

--- END ---