

### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

**SELLER:** Howard D Libbey, Darlene E Libbey 1  
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. 2 3 4

#### INSTRUCTIONS TO THE SELLER 5

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), 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 initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 6 7 8 9 10

#### NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12  
842 E Valley Westside Rd, CITY Colville, 13  
STATE WA, ZIP 99114, COUNTY Stevens ("THE PROPERTY") OR AS 14  
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15

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 (3) 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 PURCHASE AND SALE AGREEMENT. 16 17 18 19 20 21 22

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. 23 24 25

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. 26 27 28 29 30 31 32

Seller [ ] is / [  ] is not occupying the Property. 33

#### I. SELLER'S DISCLOSURES: 34

\*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. 35 36

- |   | YES                                 | NO                                  | DON'T KNOW               | N/A                      |    |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| 1. TITLE 37   |                                     |                                     |                          |                          |    |
| A. Do you have legal authority to sell the property? If no, please explain . . . . .  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 38 |
| *B. Is title to the property subject to any of the following? 39  |                                     |                                     |                          |                          |    |
| (1) First right of refusal . . . . .  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40 |
| (2) Option . . . . .  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 41 |
| (3) Lease or rental agreement . . . . .   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42 |
| (4) Life estate? . . . . .  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? . . . . .   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44 |
| *D. Is there a private road or easement agreement for access to the property? . . . . .   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 45 |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? . . . . .  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46 |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? . . . . .  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 47 |
| *G. Is there any study, survey project, or notice that would adversely affect the property? . . . . .   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48 |
| *H. Are there any pending or existing assessments against the property? . . . . .   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 49 |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? . . . . . | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50 |
|   |                                     |                                     |                          |                          | 51 |
|   |                                     |                                     |                          |                          | 52 |
|   |                                     |                                     |                          |                          | 53 |

MDL by Howard D Libbey 4/17/24 DEL by Darlene E Libbey 4/17/24  
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**SELLER DISCLOSURE STATEMENT**  
**IMPROVED PROPERTY**  
 (Continued)

	YES	NO	DON'T KNOW	N/A	
					54
*J. Is there a boundary survey for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
<b>NOTICE TO BUYER:</b> 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.					57-62
<b>2. WATER</b>					63
A. Household Water					64
(1) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the property * <input type="checkbox"/> Other water system					65-66
*If shared, are there any written agreements? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68-69
*(3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
(4) During your ownership, has the source provided an adequate year-round supply of potable water? . If no, please explain: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71-72
*(5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					74
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75-76
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	77
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	78
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
B. Irrigation Water					80
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81-82
*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83-84
*(b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86
*(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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87-89
C. Outdoor Sprinkler System					90
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
*(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92
*(3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	93
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					94
A. The property is served by:					95
<input type="checkbox"/> Public sewer system <input checked="" type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
<input type="checkbox"/> Other disposal system					97
Please describe: _____					98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	99-100
If no, please explain: _____					101

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**IMPROVED PROPERTY**  
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	YES	NO	DON'T KNOW	N/A	
*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? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102-104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106-107
(2) When was it last pumped? <u>4/19/24</u>					108
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? <u>4/19/24</u>			<input type="checkbox"/>	<input type="checkbox"/>	110
By whom: <u>Johnson Septic System Service</u>					111
(5) For how many bedrooms was the on-site sewage system approved? <u>4</u> bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113-114
If no, please explain: _____					115
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117-118
If no, please explain: _____					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120-121
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122-124
<b>4. STRUCTURAL</b>					125
*A. Has the roof leaked within the last 5 years? <u>New roof in 2022</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	129
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	130
D. Do you know the age of the house? <u>1992 (new construction inspection)</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction: _____					132
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Foundations <input type="checkbox"/> Decks <input type="checkbox"/> Exterior Walls					135
<input type="checkbox"/> Chimneys <input type="checkbox"/> Interior Walls <input type="checkbox"/> Fire Alarms					136
<input type="checkbox"/> Doors <input type="checkbox"/> Windows <input type="checkbox"/> Patio					137
<input type="checkbox"/> Ceilings <input type="checkbox"/> Slab Floors <input type="checkbox"/> Driveways					138
<input type="checkbox"/> Pools <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna					139
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Outbuildings <input type="checkbox"/> Fireplaces					140
<input type="checkbox"/> Garage Floors <input type="checkbox"/> Walkways <input type="checkbox"/> Siding					141
<input type="checkbox"/> Wood Stoves <input type="checkbox"/> Elevators <input type="checkbox"/> Incline Elevators					142
<input type="checkbox"/> Stairway Chair Lifts <input type="checkbox"/> Wheelchair Lifts <input type="checkbox"/> Other _____					143
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
If yes, when and by whom was the inspection completed? .....					145-146
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
I. Is the attic insulated? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
J. Is the basement insulated? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149

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	YES	NO	DON'T KNOW	N/A	150
<b>5. SYSTEMS AND FIXTURES</b>					151
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					152
Electrical system, including wiring, switches, outlets, and service .....	[ ]	[✓]	[ ]	[ ]	153
Plumbing system, including pipes, faucets, fixtures, and toilets .....	[ ]	[✓]	[ ]	[ ]	154
Hot water tank .....	[ ]	[✓]	[ ]	[ ]	155
Garbage disposal .....	[ ]	[✓]	[ ]	[ ]	156
Appliances .....	[ ]	[✓]	[ ]	[ ]	157
Sump pump .....	[ ]	[ ]	[ ]	[✓]	158
Heating and cooling systems .....	[ ]	[✓]	[ ]	[ ]	159
Security system: [ ] Owned [ ] Leased .....	[ ]	[ ]	[ ]	[✓]	160
Other _____	[ ]	[ ]	[ ]	[ ]	161
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162
Security System: _____	[ ]	[ ]	[ ]	[✓]	163
Tanks (type): <u>Propane - Aspen Valley Propane 509-684-8377</u> .....	[✓]	[ ]	[ ]	[ ]	164
Satellite dish: _____	[ ]	[✓]	[ ]	[ ]	165
Other: _____	[ ]	[ ]	[ ]	[✓]	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove? <u>Garage</u> .....	[✓]	[ ]	[ ]	[ ]	168
(2) Fireplace insert? .....	[ ]	[✓]	[ ]	[ ]	169
(3) Pellet stove? .....	[ ]	[✓]	[ ]	[ ]	170
(4) Fireplace? .....	[ ]	[✓]	[ ]	[ ]	171
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? .....	[ ]	[ ]	[✓]	[ ]	172
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? <u>F.P.D.</u> .....	[✓]	[ ]	[ ]	[ ]	173
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.) .....	[✓]	[ ]	[ ]	[ ]	174
F. Is the property equipped with smoke detection devices? .....	[✓]	[ ]	[ ]	[ ]	175
(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.)					176
G. Does the property currently have internet service? .....	[ ]	[✓]	[ ]	[ ]	177
Provider: _____					178
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					179
A. Is there a Homeowners' Association? .....	[ ]	[✓]	[ ]	[ ]	180
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: _____					181
B. Are there regular periodic assessments? .....	[ ]	[ ]	[ ]	[✓]	182
\$ _____ per [ ] month [ ] year					183
[ ] Other: _____					184
*C. Are there any pending special assessments? .....	[ ]	[ ]	[ ]	[✓]	185
*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)? .....	[ ]	[ ]	[ ]	[✓]	186
<b>7. ENVIRONMENTAL</b>					187
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	[ ]	[✓]	[ ]	[ ]	188
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	[ ]	[✓]	[ ]	[ ]	189
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	[ ]	[✓]	[ ]	[ ]	190
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	[ ]	[✓]	[ ]	[ ]	191
*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? .....	[ ]	[✓]	[ ]	[ ]	192
*F. Has the property been used for commercial or industrial purposes? .....	[ ]	[✓]	[ ]	[ ]	193

HDL by [Signature] 4-17-24      DLL by [Signature] 4-17-24  
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**II. NOTICES TO THE BUYER** 257

**1. SEX OFFENDER REGISTRATION** 258

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. 259  
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**2. PROXIMITY TO FARMING/WORKING FOREST** 262

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 263  
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**3. OIL TANK INSURANCE** 267

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY. 268  
269  
270

**III. BUYER'S ACKNOWLEDGEMENT** 271

**1. BUYER HEREBY ACKNOWLEDGES THAT:** 272

- A. 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. 273  
274
- 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. 275  
276
- 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. 277  
278
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 279
- 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(s). 280  
281
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 282

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. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) 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. 283  
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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. 289  
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\_\_\_\_\_  
Buyer Date Buyer Date 292  
293

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 294

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 295  
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\_\_\_\_\_  
Buyer Date Buyer Date 297  
298

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT** 299

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 300  
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\_\_\_\_\_  
Buyer Date Buyer Date 303  
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SELLER'S INITIALS      Date      SELLER'S INITIALS      Date