

**SSB 5409 - H AMD 404**

By Representative Moeller

SCOPED 04/14/2003

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

2 "NEW SECTION. **Sec. 14.** (1) The legislature finds that the  
3 inability of cities and towns to continue to utilize the petition  
4 method of annexation established by RCW 35.13.125 through 35.13.160 and  
5 35A.14.120 through 35A.14.150 poses a threat to the public peace,  
6 health, and safety, and to the support of the state government and its  
7 existing public institutions. This threat results from, without  
8 limitation, the absence of a statutory means for municipal annexation  
9 of property that is unoccupied, or that is occupied only by persons  
10 ineligible to vote in city or town elections; the inability of cities  
11 and towns to complete annexations that are necessary for orderly  
12 implementation of plans, regulations, and ordinances relating to growth  
13 management; and the uncertainty regarding enforceability of agreements  
14 for municipal water and sewer service provided by cities and towns to  
15 customers outside municipal boundaries. The legislature further finds  
16 that this threat results from the decision of the Washington state  
17 supreme court in *Grant County Fire Protection District No. 5 v. City of*  
18 *Moses Lake*, 145 Wn.2d 702 (2002), holding that the petition method of  
19 annexation authorized by RCW 35.13.125 through 35.13.160 and 35A.14.120  
20 through 35A.14.150 is unconstitutional.

21 (2) The legislature intends this act to provide for a limited  
22 method of annexation by cities and towns based on utility service or  
23 utility agreements with property owners.

24 **Sec. 15.** RCW 35.13.180 and 1994 c 81 s 11 are each amended to read  
25 as follows:

26 (1) City and town (~~(councils of second class cities and towns)~~)  
27 legislative bodies may by a majority vote annex new unincorporated  
28 territory outside the city or town limits, whether contiguous or  
29 noncontiguous for park, cemetery, or other municipal purposes when such

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

3 (2) City and town legislative bodies may by a majority vote annex  
4 new unincorporated contiguous territory outside the city or town limits  
5 where the city or town provides, or by agreement with property owners  
6 has committed to provide, retail sewer or retail water service to at  
7 least seventy-five percent of the territory proposed for annexation.

8 (3) Territory annexed pursuant to subsection (2) of this section  
9 must be within the urban growth areas established pursuant to RCW  
10 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040,  
11 otherwise qualified for annexation.

12 (4) Prior to a city or town legislative body voting on an  
13 annexation pursuant to subsection (2) of this section, the legislative  
14 body shall fix a date for a public hearing thereon and cause notice of  
15 the hearing to be published in one issue of a newspaper of general  
16 circulation in the city or town. The notice shall also contain a legal  
17 description of the territory proposed for annexation, shall be posted  
18 in three public places within the territory proposed for annexation,  
19 and shall specify the time and place of the hearing and invite  
20 interested persons to appear and voice approval or disapproval of the  
21 annexation.

22 (5) Following the hearing, the city or town legislative body shall  
23 determine by ordinance whether annexation shall be made. Subject to  
24 RCW 35.02.170, the legislative body may annex all or any portion of the  
25 proposed area but may not include in the annexation any territory not  
26 described in the notice. Upon passage of the ordinance a certified  
27 copy shall be filed with the board of county commissioners of the  
28 county in which the annexed territory is located.

29 **Sec. 16.** RCW 35A.14.300 and 1981 c 332 s 7 are each amended to  
30 read as follows:

31 (1) Legislative bodies of code cities may by a majority vote annex  
32 territory outside the limits of such city whether contiguous or  
33 noncontiguous for any municipal purpose when such territory is owned by  
34 the city.

35 (2) Legislative bodies of code cities may by a majority vote annex  
36 contiguous territory outside the limits of such city where the city

1 provides, or by agreement with property owners has committed to  
2 provide, retail sewer or retail water service to at least seventy-five  
3 percent of the territory proposed for annexation.

4 (3) Territory annexed pursuant to subsection (2) of this section  
5 must be within the urban growth areas established pursuant to RCW  
6 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040,  
7 otherwise qualified for annexation.

8 (4) Prior to a city legislative body voting on an annexation  
9 pursuant to subsection (2) of this section, the legislative body shall  
10 fix a date for a public hearing thereon and cause notice of the hearing  
11 to be published in one or more issues of a newspaper of general  
12 circulation in the city. The notice shall also contain a legal  
13 description of the territory proposed for annexation, shall be posted  
14 in three public places within the territory proposed for annexation,  
15 and shall specify the time and place of the hearing and invite  
16 interested persons to appear and voice approval or disapproval of the  
17 annexation.

18 (5) Following the hearing, if the city legislative body determines  
19 to effect the annexation, they shall do so by ordinance. Subject to  
20 RCW 35A.14.410, the ordinance may annex all or any portion of the  
21 proposed area but may not include in the annexation any territory not  
22 described in the notice. Upon passage of the annexation ordinance a  
23 certified copy shall be filed with the board of county commissioners of  
24 the county in which the annexed territory is located.

25 NEW SECTION. Sec. 17. The method of annexation provided for in  
26 sections 15 and 16 of this act shall be an alternative to existing  
27 methods, not superseding any other.

28 **Sec. 18.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read  
29 as follows:

30 (1) In a transaction for the sale of residential real property, the  
31 seller shall, unless the buyer has expressly waived the right to  
32 receive the disclosure statement, or unless the transfer is exempt  
33 under RCW 64.06.010, deliver to the buyer a completed real property  
34 transfer disclosure statement in the following format and that  
35 contains, at a minimum, the following information:

1 INSTRUCTIONS TO THE SELLER

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

11 NOTICE TO THE BUYER

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

15 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
16 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS  
17 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS  
18 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS  
19 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING  
20 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,  
21 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE  
22 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE  
23 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
24 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A  
25 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A  
28 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR  
29 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,  
30 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE  
31 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
32 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE  
33 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,  
34 INSPECTION, DEFECTS OR WARRANTIES.

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

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**I. SELLER'S DISCLOSURES:**

\*If "Yes" attach a copy or explain. If necessary use an attached sheet.

**1. TITLE**

- Yes     No     Don't know    A. Do you have legal authority to sell the property?
- 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. Are there any rights of way, easements, or access limitations that may affect the owner's use of the property?
- Yes     No     Don't know    \*E. Are there any written agreements for joint maintenance of an easement or right of way?
- Yes     No     Don't know    \*F. Is there any study, survey project, or notice that would adversely affect the property?
- Yes     No     Don't know    \*G. Are there any pending or existing assessments against the property?
- Yes     No     Don't know    \*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the subject property that would affect future construction or remodeling?
- Yes     No     Don't know    \*I. Is there a boundary survey for the property?
- Yes     No     Don't know    \*J. Are there any covenants, conditions, or restrictions which affect the property?
- Yes     No     Don't know    \*K. Are there any utility service or annexation agreements that affect the property?

**2. WATER**

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A. Household Water

(1) The source of the water is  
 Public  Community  
 Private  Shared

(2) Water source information:

Yes  No  Don't know \*a. Are there any written agreements for shared water source?

Yes  No  Don't know \*b. Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes  No  Don't know \*c. Are any known problems or repairs needed?

Yes  No  Don't know \*d. Does the source provide an adequate year round supply of potable water?

Yes  No  Don't know \*(3) Are there any water treatment systems for the property?  Leased  Owned

B. Irrigation

Yes  No  Don't know (1) Are there any water rights for the property?

Yes  No  Don't know \*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?

Yes  No  Don't know \*(3) If so, is the certificate available?

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) Are there any defects in the outdoor sprinkler system?

**3. SEWER/SEPTIC SYSTEM**

A. The property is served by:  Public sewer main,  Septic tank system  Other disposal system (describe)

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Yes     No     Don't know    \*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

Yes     No     Don't know    \*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

Yes     No     Don't know    \*G. Has the property ever been used as an illegal drug manufacturing site?

**8. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes     No     Don't know    \*Are there any other material defects affecting this property or its value 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 .....

**II. BUYER'S ACKNOWLEDGMENT**

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation.

- 1 B. Each buyer acknowledges and understands that the
- 2 disclosures set forth in this statement and in any
- 3 amendments to this statement are made only by the
- 4 seller.
- 5 C. Buyer (which term includes all persons signing the
- 6 "buyer's acceptance" portion of this disclosure
- 7 statement below) hereby acknowledges receipt of a
- 8 copy of this disclosure statement (including
- 9 attachments, if any) bearing seller's signature.

10 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
11 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF  
12 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE  
13 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE  
14 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED  
15 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS  
16 RIGHT OF RESCISSION.

17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY  
18 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES  
19 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE  
20 LICENSEE OR OTHER PARTY.

21 DATE . . . . . BUYER . . . . . BUYER . . . . .

22 (2) The real property transfer disclosure statement shall be for  
23 disclosure only, and shall not be considered part of any written  
24 agreement between the buyer and seller of residential real property.  
25 The real property transfer disclosure statement shall be only a  
26 disclosure made by the seller, and not any real estate licensee  
27 involved in the transaction, and shall not be construed as a warranty  
28 of any kind by the seller or any real estate licensee involved in the  
29 transaction."

30 Renumber the remaining sections consecutively and correct the  
31 title.

--- END ---