
SECOND SUBSTITUTE HOUSE BILL 2344

State of Washington 60th Legislature 2008 Regular Session

By House Transportation (originally sponsored by Representatives Wallace, Rodne, Hunter, and Kenney)

READ FIRST TIME 02/06/08.

1 AN ACT Relating to preserving rail corridors; amending RCW
2 36.70A.070 and 64.06.020; and adding new sections to chapter 47.76 RCW.

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

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 47.76 RCW
5 to read as follows:

6 The legislature finds that passenger rail services and the freight
7 railroad system are recognized as systems of statewide significance.
8 Therefore, it is the intent of the legislature to protect rail
9 corridors from sale, surplus, or change of use without proper public
10 notice.

11 NEW SECTION. **Sec. 2.** A new section is added to chapter 47.76 RCW
12 to read as follows:

13 (1) When the department of transportation is notified or becomes
14 aware of a proposed rail abandonment, the agency shall:

15 (a) Solicit public comment through a broad statewide notice of the
16 proposed abandonment;

17 (b) Hold public meetings on the proposed abandonment; and

1 (c) Convene a review panel composed of a representative from the
2 department of transportation and the utilities and transportation
3 commission; local government; two members of the house of
4 representatives, one from each major caucus, appointed by the speaker
5 of the house of representatives; and two members of the senate, one
6 from each major caucus, appointed by the president of the senate. The
7 panel must, at a minimum:

8 (i) Advise the agency on its requirement under RCW 47.76.240 to
9 evaluate alternatives to abandonment prior to proceedings of the
10 surface transportation board; and

11 (ii) Evaluate the costs and benefits associated with returning the
12 rail corridor to future rail use.

13 (2) If the panel finds that, after considering public input and the
14 items required under subsection (1)(c) of this section, that the
15 proposed abandonment would adversely affect the area being served, the
16 agency must transmit a report of its findings to the United States
17 surface transportation board.

18 **Sec. 3.** RCW 36.70A.070 and 2005 c 360 s 2 are each amended to read
19 as follows:

20 The comprehensive plan of a county or city that is required or
21 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,
22 and descriptive text covering objectives, principles, and standards
23 used to develop the comprehensive plan. The plan shall be an
24 internally consistent document and all elements shall be consistent
25 with the future land use map. A comprehensive plan shall be adopted
26 and amended with public participation as provided in RCW 36.70A.140.

27 Each comprehensive plan shall include a plan, scheme, or design for
28 each of the following:

29 (1) A land use element designating the proposed general
30 distribution and general location and extent of the uses of land, where
31 appropriate, for agriculture, timber production, housing, commerce,
32 industry, recreation, open spaces, general aviation airports, public
33 utilities, public facilities, and other land uses. The land use
34 element shall include population densities, building intensities, and
35 estimates of future population growth. The land use element shall
36 provide for protection of the quality and quantity of ground water used
37 for public water supplies. Wherever possible, the land use element

1 should consider utilizing urban planning approaches that promote
2 physical activity. Where applicable, the land use element shall review
3 drainage, flooding, and storm water run-off in the area and nearby
4 jurisdictions and provide guidance for corrective actions to mitigate
5 or cleanse those discharges that pollute waters of the state, including
6 Puget Sound or waters entering Puget Sound.

7 (2) A housing element ensuring the vitality and character of
8 established residential neighborhoods that: (a) Includes an inventory
9 and analysis of existing and projected housing needs that identifies
10 the number of housing units necessary to manage projected growth; (b)
11 includes a statement of goals, policies, objectives, and mandatory
12 provisions for the preservation, improvement, and development of
13 housing, including single-family residences; (c) identifies sufficient
14 land for housing, including, but not limited to, government-assisted
15 housing, housing for low-income families, manufactured housing,
16 multifamily housing, and group homes and foster care facilities; and
17 (d) makes adequate provisions for existing and projected needs of all
18 economic segments of the community.

19 (3) A capital facilities plan element consisting of: (a) An
20 inventory of existing capital facilities owned by public entities,
21 showing the locations and capacities of the capital facilities; (b) a
22 forecast of the future needs for such capital facilities; (c) the
23 proposed locations and capacities of expanded or new capital
24 facilities; (d) at least a six-year plan that will finance such capital
25 facilities within projected funding capacities and clearly identifies
26 sources of public money for such purposes; and (e) a requirement to
27 reassess the land use element if probable funding falls short of
28 meeting existing needs and to ensure that the land use element, capital
29 facilities plan element, and financing plan within the capital
30 facilities plan element are coordinated and consistent. Park and
31 recreation facilities shall be included in the capital facilities plan
32 element.

33 (4) A utilities element consisting of the general location,
34 proposed location, and capacity of all existing and proposed utilities,
35 including, but not limited to, electrical lines, telecommunication
36 lines, and natural gas lines.

37 (5) Rural element. Counties shall include a rural element

1 including lands that are not designated for urban growth, agriculture,
2 forest, or mineral resources. The following provisions shall apply to
3 the rural element:

4 (a) Growth management act goals and local circumstances. Because
5 circumstances vary from county to county, in establishing patterns of
6 rural densities and uses, a county may consider local circumstances,
7 but shall develop a written record explaining how the rural element
8 harmonizes the planning goals in RCW 36.70A.020 and meets the
9 requirements of this chapter.

10 (b) Rural development. The rural element shall permit rural
11 development, forestry, and agriculture in rural areas. The rural
12 element shall provide for a variety of rural densities, uses, essential
13 public facilities, and rural governmental services needed to serve the
14 permitted densities and uses. To achieve a variety of rural densities
15 and uses, counties may provide for clustering, density transfer, design
16 guidelines, conservation easements, and other innovative techniques
17 that will accommodate appropriate rural densities and uses that are not
18 characterized by urban growth and that are consistent with rural
19 character.

20 (c) Measures governing rural development. The rural element shall
21 include measures that apply to rural development and protect the rural
22 character of the area, as established by the county, by:

- 23 (i) Containing or otherwise controlling rural development;
- 24 (ii) Assuring visual compatibility of rural development with the
25 surrounding rural area;
- 26 (iii) Reducing the inappropriate conversion of undeveloped land
27 into sprawling, low-density development in the rural area;
- 28 (iv) Protecting critical areas, as provided in RCW 36.70A.060, and
29 surface water and ground water resources; and
- 30 (v) Protecting against conflicts with the use of agricultural,
31 forest, and mineral resource lands designated under RCW 36.70A.170.

32 (d) Limited areas of more intensive rural development. Subject to
33 the requirements of this subsection and except as otherwise
34 specifically provided in this subsection (5)(d), the rural element may
35 allow for limited areas of more intensive rural development, including
36 necessary public facilities and public services to serve the limited
37 area as follows:

1 (i) Rural development consisting of the infill, development, or
2 redevelopment of existing commercial, industrial, residential, or
3 mixed-use areas, whether characterized as shoreline development,
4 villages, hamlets, rural activity centers, or crossroads developments.

5 (A) A commercial, industrial, residential, shoreline, or mixed-use
6 area shall be subject to the requirements of (d)(iv) of this
7 subsection, but shall not be subject to the requirements of (c)(ii) and
8 (iii) of this subsection.

9 (B) Any development or redevelopment other than an industrial area
10 or an industrial use within a mixed-use area or an industrial area
11 under this subsection (5)(d)(i) must be principally designed to serve
12 the existing and projected rural population.

13 (C) Any development or redevelopment in terms of building size,
14 scale, use, or intensity shall be consistent with the character of the
15 existing areas. Development and redevelopment may include changes in
16 use from vacant land or a previously existing use so long as the new
17 use conforms to the requirements of this subsection (5);

18 (ii) The intensification of development on lots containing, or new
19 development of, small-scale recreational or tourist uses, including
20 commercial facilities to serve those recreational or tourist uses, that
21 rely on a rural location and setting, but that do not include new
22 residential development. A small-scale recreation or tourist use is
23 not required to be principally designed to serve the existing and
24 projected rural population. Public services and public facilities
25 shall be limited to those necessary to serve the recreation or tourist
26 use and shall be provided in a manner that does not permit low-density
27 sprawl;

28 (iii) The intensification of development on lots containing
29 isolated nonresidential uses or new development of isolated cottage
30 industries and isolated small-scale businesses that are not principally
31 designed to serve the existing and projected rural population and
32 nonresidential uses, but do provide job opportunities for rural
33 residents. Rural counties may allow the expansion of small-scale
34 businesses as long as those small-scale businesses conform with the
35 rural character of the area as defined by the local government
36 according to RCW 36.70A.030(~~((+14))~~) (15). Rural counties may also
37 allow new small-scale businesses to utilize a site previously occupied
38 by an existing business as long as the new small-scale business

1 conforms to the rural character of the area as defined by the local
2 government according to RCW 36.70A.030(~~(14)~~) (15). Public services
3 and public facilities shall be limited to those necessary to serve the
4 isolated nonresidential use and shall be provided in a manner that does
5 not permit low-density sprawl;

6 (iv) A county shall adopt measures to minimize and contain the
7 existing areas or uses of more intensive rural development, as
8 appropriate, authorized under this subsection. Lands included in such
9 existing areas or uses shall not extend beyond the logical outer
10 boundary of the existing area or use, thereby allowing a new pattern of
11 low-density sprawl. Existing areas are those that are clearly
12 identifiable and contained and where there is a logical boundary
13 delineated predominately by the built environment, but that may also
14 include undeveloped lands if limited as provided in this subsection.
15 The county shall establish the logical outer boundary of an area of
16 more intensive rural development. In establishing the logical outer
17 boundary the county shall address (A) the need to preserve the
18 character of existing natural neighborhoods and communities, (B)
19 physical boundaries such as bodies of water, streets and highways, and
20 land forms and contours, (C) the prevention of abnormally irregular
21 boundaries, and (D) the ability to provide public facilities and public
22 services in a manner that does not permit low-density sprawl;

23 (v) For purposes of (d) of this subsection, an existing area or
24 existing use is one that was in existence:

25 (A) On July 1, 1990, in a county that was initially required to
26 plan under all of the provisions of this chapter;

27 (B) On the date the county adopted a resolution under RCW
28 36.70A.040(2), in a county that is planning under all of the provisions
29 of this chapter under RCW 36.70A.040(2); or

30 (C) On the date the office of financial management certifies the
31 county's population as provided in RCW 36.70A.040(5), in a county that
32 is planning under all of the provisions of this chapter pursuant to RCW
33 36.70A.040(5).

34 (e) Exception. This subsection shall not be interpreted to permit
35 in the rural area a major industrial development or a master planned
36 resort unless otherwise specifically permitted under RCW 36.70A.360 and
37 36.70A.365.

1 (6) A transportation element that implements, and is consistent
2 with, the land use element.

3 (a) The transportation element shall include the following
4 subelements:

5 (i) Land use assumptions used in estimating travel;

6 (ii) Estimated traffic impacts to state-owned transportation
7 facilities resulting from land use assumptions to assist the department
8 of transportation in monitoring the performance of state facilities, to
9 plan improvements for the facilities, and to assess the impact of land-
10 use decisions on state-owned transportation facilities;

11 (iii) Facilities and services needs, including:

12 (A) An inventory of air, water, and ground transportation
13 facilities and services, including transit alignments and general
14 aviation airport facilities, to define existing capital facilities and
15 travel levels as a basis for future planning. This inventory must
16 include state-owned transportation facilities, and publicly owned rail
17 facilities, within the city or county's jurisdictional boundaries. The
18 identification required by this subsection (6)(a)(iii)(A) must include
19 an inventory of active and inactive rail corridors and must provide for
20 and encourage the preservation of these rail corridors for future rail
21 purposes;

22 (B) Level of service standards for all locally owned arterials and
23 transit routes to serve as a gauge to judge performance of the system.
24 These standards should be regionally coordinated;

25 (C) For state-owned transportation facilities, level of service
26 standards for highways, as prescribed in chapters 47.06 and 47.80 RCW,
27 to gauge the performance of the system. The purposes of reflecting
28 level of service standards for state highways in the local
29 comprehensive plan are to monitor the performance of the system, to
30 evaluate improvement strategies, and to facilitate coordination between
31 the county's or city's six-year street, road, or transit program and
32 the department of transportation's six-year investment program. The
33 concurrency requirements of (b) of this subsection do not apply to
34 transportation facilities and services of statewide significance except
35 for counties consisting of islands whose only connection to the
36 mainland are state highways or ferry routes. In these island counties,
37 state highways and ferry route capacity must be a factor in meeting the
38 concurrency requirements in (b) of this subsection;

1 (D) Specific actions and requirements for bringing into compliance
2 locally owned transportation facilities or services that are below an
3 established level of service standard;

4 (E) Forecasts of traffic for at least ten years based on the
5 adopted land use plan to provide information on the location, timing,
6 and capacity needs of future growth;

7 (F) Identification of state and local system needs to meet current
8 and future demands. Identified needs on state-owned transportation
9 facilities must be consistent with the statewide multimodal
10 transportation plan required under chapter 47.06 RCW;

11 (iv) Finance, including:

12 (A) An analysis of funding capability to judge needs against
13 probable funding resources;

14 (B) A multiyear financing plan based on the needs identified in the
15 comprehensive plan, the appropriate parts of which shall serve as the
16 basis for the six-year street, road, or transit program required by RCW
17 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795
18 for public transportation systems. The multiyear financing plan should
19 be coordinated with the ((~~six-year~~)) ten-year improvement program
20 developed by the department of transportation as required by RCW
21 47.05.030;

22 (C) If probable funding falls short of meeting identified needs, a
23 discussion of how additional funding will be raised, or how land use
24 assumptions will be reassessed to ensure that level of service
25 standards will be met;

26 (v) Intergovernmental coordination efforts, including an assessment
27 of the impacts of the transportation plan and land use assumptions on
28 the transportation systems of adjacent jurisdictions;

29 (vi) Demand-management strategies;

30 (vii) Pedestrian and bicycle component to include collaborative
31 efforts to identify and designate planned improvements for pedestrian
32 and bicycle facilities and corridors that address and encourage
33 enhanced community access and promote healthy lifestyles.

34 (b) After adoption of the comprehensive plan by jurisdictions
35 required to plan or who choose to plan under RCW 36.70A.040, local
36 jurisdictions must adopt and enforce ordinances which prohibit
37 development approval if the development causes the level of service on
38 a locally owned transportation facility to decline below the standards

1 adopted in the transportation element of the comprehensive plan, unless
2 transportation improvements or strategies to accommodate the impacts of
3 development are made concurrent with the development. These strategies
4 may include increased public transportation service, ride sharing
5 programs, demand management, and other transportation systems
6 management strategies. For the purposes of this subsection (6)
7 "concurrent with the development" shall mean that improvements or
8 strategies are in place at the time of development, or that a financial
9 commitment is in place to complete the improvements or strategies
10 within six years.

11 (c) The transportation element described in this subsection (6),
12 and the six-year plans required by RCW 35.77.010 for cities, RCW
13 36.81.121 for counties, and RCW 35.58.2795 for public transportation
14 systems, and the ten-year plan required by RCW 47.05.030 for the state,
15 must be consistent.

16 (7) An economic development element establishing local goals,
17 policies, objectives, and provisions for economic growth and vitality
18 and a high quality of life. The element shall include: (a) A summary
19 of the local economy such as population, employment, payroll, sectors,
20 businesses, sales, and other information as appropriate; (b) a summary
21 of the strengths and weaknesses of the local economy defined as the
22 commercial and industrial sectors and supporting factors such as land
23 use, transportation, utilities, education, workforce, housing, and
24 natural/cultural resources; and (c) an identification of policies,
25 programs, and projects to foster economic growth and development and to
26 address future needs. A city that has chosen to be a residential
27 community is exempt from the economic development element requirement
28 of this subsection.

29 (8) A park and recreation element that implements, and is
30 consistent with, the capital facilities plan element as it relates to
31 park and recreation facilities. The element shall include: (a)
32 Estimates of park and recreation demand for at least a ten-year period;
33 (b) an evaluation of facilities and service needs; and (c) an
34 evaluation of intergovernmental coordination opportunities to provide
35 regional approaches for meeting park and recreational demand.

36 (9) It is the intent that new or amended elements required after
37 January 1, 2002, be adopted concurrent with the scheduled update
38 provided in RCW 36.70A.130. Requirements to incorporate any such new

1 or amended elements shall be null and void until funds sufficient to
2 cover applicable local government costs are appropriated and
3 distributed by the state at least two years before local government
4 must update comprehensive plans as required in RCW 36.70A.130.

5 **Sec. 4.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
6 as follows:

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

13 INSTRUCTIONS TO THE SELLER

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

23 NOTICE TO THE BUYER

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

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

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

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

15 Seller is/ is not occupying the property.

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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?

1	<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?
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4	<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?
5							
6	<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?
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11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the property?
12							
13	<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?
14							
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16	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*L. Does the property abut an active or inactive rail corridor that is being preserved for future rail purposes?
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2. WATER

A. Household Water

20							(1) The source of water for the property is:
21							<input type="checkbox"/> Private or publicly owned water system
22							<input type="checkbox"/> Private well serving only the subject property
23							* <input type="checkbox"/> Other water system
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28	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written agreements?
29							
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
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33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(3) Are there any known problems or repairs needed?
34							
35	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.
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39	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(5) Are there any water treatment systems for the property? If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
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42	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	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?
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1 Yes No Don't know (a) If yes, has the water right
 2 permit, certificate, or claim been
 3 assigned, transferred, or changed?
 4 (b) If yes, has all or any portion of
 5 the water right not been used for
 6 five or more successive years? (If
 7 yes, please explain.)
 8

9 **B. Irrigation Water**
 10 Yes No Don't know (1) Are there any irrigation water
 11 rights for the property, such as a
 12 water right permit, certificate, or
 13 claim?

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

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

20 Yes No Don't know (c) If so, has the water right
 21 permit, certificate, or claim been
 22 assigned, transferred, or changed?
 23 If so, explain:
 24

25 Yes No Don't know (2) Does the property receive
 26 irrigation water from a ditch
 27 company, irrigation district, or
 28 other entity? If so, please identify
 29 the entity that supplies water to the
 30 property:
 31

32 **C. Outdoor Sprinkler System**
 33 Yes No Don't know (1) Is there an outdoor sprinkler
 34 system for the property?

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

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

39 **3. SEWER/ON-SITE SEWAGE**
 40 **SYSTEM**

41 **A. The property is served by:**
 42 Public sewer system,
 43 On-site sewage system (including
 44 pipes, tanks, drainfields, and all other
 45 component parts)
 46 Other disposal system, please
 47 describe:

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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? If yes, please explain.
.....

1 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
2 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
3 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
4 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
5 5. SYSTEMS AND FIXTURES
6

7 **4. STRUCTURAL**

- 8 Yes No Don't know *A. Has the roof leaked?
9 Yes No Don't know *B. Has the basement flooded or
10 leaked?
11 Yes No Don't know *C. Have there been any conversions,
12 additions, or remodeling?
13 Yes No Don't know *(1) If yes, were all building
14 permits obtained?
15 Yes No Don't know *(2) If yes, were all final
16 inspections obtained?
17 Yes No Don't know D. Do you know the age of the house?
18 If yes, year of original construction:
19
20 Yes No Don't know *E. Has there been any settling,
21 slippage, or sliding of the property or its
22 improvements?
23 Yes No Don't know *F. Are there any defects with the
24 following: (If yes, please check
25 applicable items and explain.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding |
| <input type="checkbox"/> Other | <input type="checkbox"/> Wood Stoves | |

- 26 Yes No Don't know *G. Was a structural pest or "whole
27 house" inspection done? If yes, when
28 and by whom was the inspection
29 completed?
30 Yes No Don't know H. During your ownership, has the
31 property had any wood destroying
32 organism or pest infestation?
33 Yes No Don't know I. Is the attic insulated?
34 Yes No Don't know J. Is the basement insulated?

35 **5. SYSTEMS AND FIXTURES**

36 *A. If any of the following systems or
37 fixtures are included with the transfer,
38 are there any defects? If yes, please
39 explain.
40
41
42
43
44
45
46

1 Yes No Don't know Electrical system, including
2 wiring, switches, outlets, and
3 service
4 Yes No Don't know Plumbing system, including pipes,
5 faucets, fixtures, and toilets
6 Yes No Don't know Hot water tank
7 Yes No Don't know Garbage disposal
8 Yes No Don't know Appliances
9 Yes No Don't know Sump pump
10 Yes No Don't know Heating and cooling systems
11 Yes No Don't know Security system
12 Owned Leased
13 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.)

18 Yes No Don't know Security system

19 Yes No Don't know Tanks (type):

20 Yes No Don't know Satellite dish

21 Other:

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

25 Yes No Don't know A. Is there a Homeowners' Association? Name of Association

28 Yes No Don't know B. Are there regular periodic assessments:
30 \$. . . per Month Year
31 Other

32 Yes No Don't know *C. Are there any pending special assessments?

34 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

42 Yes No Don't know *A. Have there been any drainage problems on the property?

44 Yes No Don't know *B. Does the property contain fill material?

1	<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?
2				
3				
4				
5	<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?
6				
7				
8	<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?
9				
10				
11				
12				
13				
14				
15	<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?
16				
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
18				
19	<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?
20				
21				
22				
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a legal or illegal dumping site?
24				
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an illegal drug manufacturing site?
26				
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the area that may cause interference with telephone reception?
28				
29				
30				
31				8. MANUFACTURED AND MOBILE HOMES
32				If the property includes a manufactured or mobile home,
33				
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:
35				
36				
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations:
38				
39				
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. If alterations were made, were permits or variances for these alterations obtained?
41				
42				
43				9. FULL DISCLOSURE BY SELLERS
44				
45				A. Other conditions or defects:

1 Yes No Don't know *Are there any other existing material
2 defects affecting the property that a
3 prospective buyer should know about?
4
5 B. Verification:
6 The foregoing answers and attached
7 explanations (if any) are complete and
8 correct to the best of my/our knowledge
9 and I/we have received a copy hereof.
10 I/we authorize all of my/our real estate
11 licensees, if any, to deliver a copy of
12 this disclosure statement to other real
13 estate licensees and all prospective
14 buyers of the property.

15 DATE SELLER SELLER

16 NOTICE TO THE BUYER

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

22 **II. BUYER'S ACKNOWLEDGMENT**

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

41 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
42 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
43 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
44 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
45 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN

1 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
2 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
3 AGREEMENT.

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

8 (2) If the disclosure statement is being completed for new
9 construction which has never been occupied, the disclosure statement is
10 not required to contain and the seller is not required to complete the
11 questions listed in item 4. Structural or item 5. Systems and
12 Fixtures.

13 (3) The seller disclosure statement shall be for disclosure only,
14 and shall not be considered part of any written agreement between the
15 buyer and seller of residential property. The seller disclosure
16 statement shall be only a disclosure made by the seller, and not any
17 real estate licensee involved in the transaction, and shall not be
18 construed as a warranty of any kind by the seller or any real estate
19 licensee involved in the transaction.

--- END ---