
HOUSE BILL 2344

State of Washington 60th Legislature 2007 Regular Session

By Representatives Wallace, Rodne, Hunter and Kenney

Read first time 02/22/2007. Referred to Committee on Transportation.

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 legislative
10 approval and proper public notice.

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

13 (1) Legislative approval is required before the state sells,
14 surpluses, or initiates a change of use of a rail corridor and before
15 public funding is provided for the surplus, sale, or change of use of
16 a rail corridor.

17 (2) A rail corridor that is owned by the state or that has received

1 public investment and is sold, surplus, or undergoes a change of use
2 must have signs prominently displayed along the corridor indicating
3 that the property is either an active or inactive rail corridor.

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

6 The comprehensive plan of a county or city that is required or
7 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,
8 and descriptive text covering objectives, principles, and standards
9 used to develop the comprehensive plan. The plan shall be an
10 internally consistent document and all elements shall be consistent
11 with the future land use map. A comprehensive plan shall be adopted
12 and amended with public participation as provided in RCW 36.70A.140.

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

15 (1) A land use element designating the proposed general
16 distribution and general location and extent of the uses of land, where
17 appropriate, for agriculture, timber production, housing, commerce,
18 industry, recreation, open spaces, general aviation airports, public
19 utilities, public facilities, and other land uses. The land use
20 element shall include population densities, building intensities, and
21 estimates of future population growth. The land use element shall
22 provide for protection of the quality and quantity of ground water used
23 for public water supplies. Wherever possible, the land use element
24 should consider utilizing urban planning approaches that promote
25 physical activity. Where applicable, the land use element shall review
26 drainage, flooding, and storm water run-off in the area and nearby
27 jurisdictions and provide guidance for corrective actions to mitigate
28 or cleanse those discharges that pollute waters of the state, including
29 Puget Sound or waters entering Puget Sound.

30 (2) A housing element ensuring the vitality and character of
31 established residential neighborhoods that: (a) Includes an inventory
32 and analysis of existing and projected housing needs that identifies
33 the number of housing units necessary to manage projected growth; (b)
34 includes a statement of goals, policies, objectives, and mandatory
35 provisions for the preservation, improvement, and development of
36 housing, including single-family residences; (c) identifies sufficient
37 land for housing, including, but not limited to, government-assisted

1 housing, housing for low-income families, manufactured housing,
2 multifamily housing, and group homes and foster care facilities; and
3 (d) makes adequate provisions for existing and projected needs of all
4 economic segments of the community.

5 (3) A capital facilities plan element consisting of: (a) An
6 inventory of existing capital facilities owned by public entities,
7 showing the locations and capacities of the capital facilities; (b) a
8 forecast of the future needs for such capital facilities; (c) the
9 proposed locations and capacities of expanded or new capital
10 facilities; (d) at least a six-year plan that will finance such capital
11 facilities within projected funding capacities and clearly identifies
12 sources of public money for such purposes; and (e) a requirement to
13 reassess the land use element if probable funding falls short of
14 meeting existing needs and to ensure that the land use element, capital
15 facilities plan element, and financing plan within the capital
16 facilities plan element are coordinated and consistent. Park and
17 recreation facilities shall be included in the capital facilities plan
18 element.

19 (4) A utilities element consisting of the general location,
20 proposed location, and capacity of all existing and proposed utilities,
21 including, but not limited to, electrical lines, telecommunication
22 lines, and natural gas lines.

23 (5) Rural element. Counties shall include a rural element
24 including lands that are not designated for urban growth, agriculture,
25 forest, or mineral resources. The following provisions shall apply to
26 the rural element:

27 (a) Growth management act goals and local circumstances. Because
28 circumstances vary from county to county, in establishing patterns of
29 rural densities and uses, a county may consider local circumstances,
30 but shall develop a written record explaining how the rural element
31 harmonizes the planning goals in RCW 36.70A.020 and meets the
32 requirements of this chapter.

33 (b) Rural development. The rural element shall permit rural
34 development, forestry, and agriculture in rural areas. The rural
35 element shall provide for a variety of rural densities, uses, essential
36 public facilities, and rural governmental services needed to serve the
37 permitted densities and uses. To achieve a variety of rural densities
38 and uses, counties may provide for clustering, density transfer, design

1 guidelines, conservation easements, and other innovative techniques
2 that will accommodate appropriate rural densities and uses that are not
3 characterized by urban growth and that are consistent with rural
4 character.

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

8 (i) Containing or otherwise controlling rural development;

9 (ii) Assuring visual compatibility of rural development with the
10 surrounding rural area;

11 (iii) Reducing the inappropriate conversion of undeveloped land
12 into sprawling, low-density development in the rural area;

13 (iv) Protecting critical areas, as provided in RCW 36.70A.060, and
14 surface water and ground water resources; and

15 (v) Protecting against conflicts with the use of agricultural,
16 forest, and mineral resource lands designated under RCW 36.70A.170.

17 (d) Limited areas of more intensive rural development. Subject to
18 the requirements of this subsection and except as otherwise
19 specifically provided in this subsection (5)(d), the rural element may
20 allow for limited areas of more intensive rural development, including
21 necessary public facilities and public services to serve the limited
22 area as follows:

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

27 (A) A commercial, industrial, residential, shoreline, or mixed-use
28 area shall be subject to the requirements of (d)(iv) of this
29 subsection, but shall not be subject to the requirements of (c)(ii) and
30 (iii) of this subsection.

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

35 (C) Any development or redevelopment in terms of building size,
36 scale, use, or intensity shall be consistent with the character of the
37 existing areas. Development and redevelopment may include changes in

1 use from vacant land or a previously existing use so long as the new
2 use conforms to the requirements of this subsection (5);

3 (ii) The intensification of development on lots containing, or new
4 development of, small-scale recreational or tourist uses, including
5 commercial facilities to serve those recreational or tourist uses, that
6 rely on a rural location and setting, but that do not include new
7 residential development. A small-scale recreation or tourist use is
8 not required to be principally designed to serve the existing and
9 projected rural population. Public services and public facilities
10 shall be limited to those necessary to serve the recreation or tourist
11 use and shall be provided in a manner that does not permit low-density
12 sprawl;

13 (iii) The intensification of development on lots containing
14 isolated nonresidential uses or new development of isolated cottage
15 industries and isolated small-scale businesses that are not principally
16 designed to serve the existing and projected rural population and
17 nonresidential uses, but do provide job opportunities for rural
18 residents. Rural counties may allow the expansion of small-scale
19 businesses as long as those small-scale businesses conform with the
20 rural character of the area as defined by the local government
21 according to RCW 36.70A.030(~~((14))~~) (15). Rural counties may also
22 allow new small-scale businesses to utilize a site previously occupied
23 by an existing business as long as the new small-scale business
24 conforms to the rural character of the area as defined by the local
25 government according to RCW 36.70A.030(~~((14))~~) (15). Public services
26 and public facilities shall be limited to those necessary to serve the
27 isolated nonresidential use and shall be provided in a manner that does
28 not permit low-density sprawl;

29 (iv) A county shall adopt measures to minimize and contain the
30 existing areas or uses of more intensive rural development, as
31 appropriate, authorized under this subsection. Lands included in such
32 existing areas or uses shall not extend beyond the logical outer
33 boundary of the existing area or use, thereby allowing a new pattern of
34 low-density sprawl. Existing areas are those that are clearly
35 identifiable and contained and where there is a logical boundary
36 delineated predominately by the built environment, but that may also
37 include undeveloped lands if limited as provided in this subsection.
38 The county shall establish the logical outer boundary of an area of

1 more intensive rural development. In establishing the logical outer
2 boundary the county shall address (A) the need to preserve the
3 character of existing natural neighborhoods and communities, (B)
4 physical boundaries such as bodies of water, streets and highways, and
5 land forms and contours, (C) the prevention of abnormally irregular
6 boundaries, and (D) the ability to provide public facilities and public
7 services in a manner that does not permit low-density sprawl;

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

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

12 (B) On the date the county adopted a resolution under RCW
13 36.70A.040(2), in a county that is planning under all of the provisions
14 of this chapter under RCW 36.70A.040(2); or

15 (C) On the date the office of financial management certifies the
16 county's population as provided in RCW 36.70A.040(5), in a county that
17 is planning under all of the provisions of this chapter pursuant to RCW
18 36.70A.040(5).

19 (e) Exception. This subsection shall not be interpreted to permit
20 in the rural area a major industrial development or a master planned
21 resort unless otherwise specifically permitted under RCW 36.70A.360 and
22 36.70A.365.

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

25 (a) The transportation element shall include the following
26 subelements:

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

28 (ii) Estimated traffic impacts to state-owned transportation
29 facilities resulting from land use assumptions to assist the department
30 of transportation in monitoring the performance of state facilities, to
31 plan improvements for the facilities, and to assess the impact of land-
32 use decisions on state-owned transportation facilities;

33 (iii) Facilities and services needs, including:

34 (A) An inventory of air, water, and ground transportation
35 facilities and services, including transit alignments and general
36 aviation airport facilities, to define existing capital facilities and
37 travel levels as a basis for future planning. This inventory must
38 include state-owned transportation facilities, and publicly owned rail

1 facilities, within the city or county's jurisdictional boundaries. The
2 identification required by this subsection (6)(a)(iii)(A) must include
3 an inventory of active and inactive rail corridors and must provide for
4 and encourage the preservation of these rail corridors for future rail
5 purposes;

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

9 (C) For state-owned transportation facilities, level of service
10 standards for highways, as prescribed in chapters 47.06 and 47.80 RCW,
11 to gauge the performance of the system. The purposes of reflecting
12 level of service standards for state highways in the local
13 comprehensive plan are to monitor the performance of the system, to
14 evaluate improvement strategies, and to facilitate coordination between
15 the county's or city's six-year street, road, or transit program and
16 the department of transportation's six-year investment program. The
17 concurrency requirements of (b) of this subsection do not apply to
18 transportation facilities and services of statewide significance except
19 for counties consisting of islands whose only connection to the
20 mainland are state highways or ferry routes. In these island counties,
21 state highways and ferry route capacity must be a factor in meeting the
22 concurrency requirements in (b) of this subsection;

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

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

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

33 (iv) Finance, including:

34 (A) An analysis of funding capability to judge needs against
35 probable funding resources;

36 (B) A multiyear financing plan based on the needs identified in the
37 comprehensive plan, the appropriate parts of which shall serve as the
38 basis for the six-year street, road, or transit program required by RCW

1 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795
2 for public transportation systems. The multiyear financing plan should
3 be coordinated with the (~~six-year~~) ten-year improvement program
4 developed by the department of transportation as required by RCW
5 47.05.030;

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

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

13 (vi) Demand-management strategies;

14 (vii) Pedestrian and bicycle component to include collaborative
15 efforts to identify and designate planned improvements for pedestrian
16 and bicycle facilities and corridors that address and encourage
17 enhanced community access and promote healthy lifestyles.

18 (b) After adoption of the comprehensive plan by jurisdictions
19 required to plan or who choose to plan under RCW 36.70A.040, local
20 jurisdictions must adopt and enforce ordinances which prohibit
21 development approval if the development causes the level of service on
22 a locally owned transportation facility to decline below the standards
23 adopted in the transportation element of the comprehensive plan, unless
24 transportation improvements or strategies to accommodate the impacts of
25 development are made concurrent with the development. These strategies
26 may include increased public transportation service, ride sharing
27 programs, demand management, and other transportation systems
28 management strategies. For the purposes of this subsection (6)
29 "concurrent with the development" shall mean that improvements or
30 strategies are in place at the time of development, or that a financial
31 commitment is in place to complete the improvements or strategies
32 within six years.

33 (c) The transportation element described in this subsection (6),
34 and the six-year plans required by RCW 35.77.010 for cities, RCW
35 36.81.121 for counties, and RCW 35.58.2795 for public transportation
36 systems, and the ten-year plan required by RCW 47.05.030 for the state,
37 must be consistent.

1 (7) An economic development element establishing local goals,
2 policies, objectives, and provisions for economic growth and vitality
3 and a high quality of life. The element shall include: (a) A summary
4 of the local economy such as population, employment, payroll, sectors,
5 businesses, sales, and other information as appropriate; (b) a summary
6 of the strengths and weaknesses of the local economy defined as the
7 commercial and industrial sectors and supporting factors such as land
8 use, transportation, utilities, education, workforce, housing, and
9 natural/cultural resources; and (c) an identification of policies,
10 programs, and projects to foster economic growth and development and to
11 address future needs. A city that has chosen to be a residential
12 community is exempt from the economic development element requirement
13 of this subsection.

14 (8) A park and recreation element that implements, and is
15 consistent with, the capital facilities plan element as it relates to
16 park and recreation facilities. The element shall include: (a)
17 Estimates of park and recreation demand for at least a ten-year period;
18 (b) an evaluation of facilities and service needs; and (c) an
19 evaluation of intergovernmental coordination opportunities to provide
20 regional approaches for meeting park and recreational demand.

21 (9) It is the intent that new or amended elements required after
22 January 1, 2002, be adopted concurrent with the scheduled update
23 provided in RCW 36.70A.130. Requirements to incorporate any such new
24 or amended elements shall be null and void until funds sufficient to
25 cover applicable local government costs are appropriated and
26 distributed by the state at least two years before local government
27 must update comprehensive plans as required in RCW 36.70A.130.

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

30 (1) In a transaction for the sale of residential 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 seller disclosure
34 statement in the following format and that contains, at a minimum, the
35 following information:

36 INSTRUCTIONS TO THE SELLER

37 Please complete the following form. Do not leave any spaces blank. If

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

9 NOTICE TO THE BUYER

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

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

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

27 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
28 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
29 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
30 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
31 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
32 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
33 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
34 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
35 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
36 WARRANTIES.

37 Seller is/ is not occupying the property.

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

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. 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 *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 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. Does the property abut an active or inactive rail corridor that is being preserved for future rail purposes?

2. WATER

A. Household Water

1 (1) The source of water for the
2 property is:
3 Private or publicly owned water
4 system
5 Private well serving only the
6 subject property
7 Other water system
8 Yes No Don't know *If shared, are there any written
9 agreements?
10 Yes No Don't know *(2) Is there an easement (recorded
11 or unrecorded) for access to and/or
12 maintenance of the water source?
13 Yes No Don't know *(3) Are there any known problems
14 or repairs needed?
15 Yes No Don't know (4) During your ownership, has the
16 source provided an adequate year
17 round supply of potable water? If
18 no, please explain.
19 Yes No Don't know *(5) Are there any water treatment
20 systems for the property? If yes,
21 are they Leased Owned
22 **B. Irrigation**
23 Yes No Don't know (1) Are there any water rights for
24 the property, such as a water right,
25 permit, certificate, or claim?
26 Yes No Don't know *(a) If yes, have the water rights
27 been used during the last five
28 years?
29 Yes No Don't know *(b) If so, is the certificate
30 available?
31 **C. Outdoor Sprinkler System**
32 Yes No Don't know (1) Is there an outdoor sprinkler
33 system for the property?
34 Yes No Don't know (2) If yes, are there any defects in
35 the system?
36 Yes No Don't know *(3) If yes, is the sprinkler system
37 connected to irrigation water?
38 **3. SEWER/ON-SITE SEWAGE**
39 **SYSTEM**
40 **A.** The property is served by: Public
41 sewer system, On-site sewage system
42 (including pipes, tanks, drainfields, and
43 all other component parts) Other
44 disposal system, please describe:
45

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. If public sewer system service is
2							available to the property, is the house
3							connected to the sewer main? If no,
4							please explain.
5						
6	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Is the property subject to any
7							sewage system fees or charges in
8							addition to those covered in your
9							regularly billed sewer or on-site sewage
10							system maintenance service?
11							D. If the property is connected to an
12							on-site sewage system:
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (1) Was a permit issued for its
14							construction, and was it approved
15							by the local health department or
16							district following its construction?
17							(2) When was it last pumped:
18						
19	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (3) Are there any defects in the
20							operation of the on-site sewage
21							system?
22					<input type="checkbox"/>	Don't know	(4) When was it last inspected?
23						
24							By Whom:
25					<input type="checkbox"/>	Don't know	(5) For how many bedrooms was
26							the on-site sewage system approved
27							?
28						 bedrooms
29	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	E. Are all plumbing fixtures, including
30							laundry drain, connected to the
31							sewer/on-site sewage system? If no,
32							please explain:
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Have there been any changes or
34							repairs to the on-site sewage system?
35	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	G. Is the on-site sewage system,
36							including the drainfield, located entirely
37							within the boundaries of the property?
38							If no, please explain.
39						
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	H. Does the on-site sewage system
41							require monitoring and maintenance
42							services more frequently than once a
43							year? If yes, please explain.
44						

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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including
2				wiring, switches, outlets, and
3				service
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including pipes,
5				faucets, fixtures, and toilets
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
12				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
13				Other
14				*B. If any of the following fixtures
15				or property is included with the
16				transfer, are they leased? (If yes,
17				please attach copy of lease.)
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type):
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish
21				Other:

6. COMMON INTERESTS

23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a Home Owners'
24				Association? Name of Association
25			
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic
27				assessments:
28				\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
29				<input type="checkbox"/> Other
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special
31				assessments?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common
33				areas" or any joint maintenance
34				agreements (facilities such as walls,
35				fences, landscaping, pools, tennis
36				courts, walkways, or other areas co-
37				owned in undivided interest with
38				others)?

7. GENERAL

40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage
41				problems on the property?
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill
43				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. Is the property in a designated flood plain?
6				
7	<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 ?
8				
9				
10				
11				
12				
13				
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G [*F]. Has the property ever been used as an illegal drug manufacturing site?
15				
16				
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H [*G]. Are there any radio towers in the area that may cause interference with telephone reception?
18				
19				
20				8. MANUFACTURED AND MOBILE HOMES
21				
22				If the property includes a manufactured or mobile home,
23				
24	<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:
25				
26				
27	<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:
28				
29				
30	<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?
31				
32				
33				9. FULL DISCLOSURE BY SELLERS
34				
35				A. Other conditions or defects:
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*Are there any other existing material defects affecting the property that a prospective buyer should know about?
37				
38				
39				B. Verification:

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

DATE SELLER SELLER

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: 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.
- 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.
- 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.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- 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.

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 STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE 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. 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 SALE AGREEMENT.

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

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

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

--- END ---