Form 17C Seller Disclosure Statement-Unimproved

#### SELLER DISCLOSURE STATEMENT

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Northwest Multiple Listing Service

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SELLER: _	Rice	tamily	Enter pro=	e 5	LLC					1
one or more Unimproved	e residential dwell I residential real pr	ling units, a reside roperty does not in	Staller I real property, including pential condominium, a resclude commercial real est Chapter 64.06 for further in	idential t ate as de	imeshare or a mobi efined in RCW 60.42.	le or ma	inufac	tured h	ome.	2 3 4 5
Please com "NA." If the the question statement a	answer is "yes" to n(s) when you pro ind each attachmo	g form. Do not leave any asterisked (*) vide your explanatent. Delivery of the	ve any spaces blank. If the item(s), please explain o ion(s). For your protection disclosure statement muritten purchase and sale	n attache 1 you mu ust occu	ed sheets. Please ref ist date and initial ea r not later than five	er to the ich page (5) busi	e line of the ness	number( is disclo	(s) of osure	6 7 8 9 10
THE FOLLO	INKS VIE	N ENS M	E BY THE SELLER ABO	Ĺֻ_, CITY	CONDITION OF TH	E PROF	PERT	Y LOCA	TED	12 13 14
STATE 14	<u>JA</u> , ZIP <u>9</u>	<i>9115</i> , co	UNTY DOLA.	126		HE PRO	OPER	TY") OF	R AS	15 16
ON SELLE STATEMEN THE DAY S BY DELIVE SELLER DO	R'S ACTUAL KN IT. UNLESS YOU ELLER OR SELLE RING A SEPARAT DES NOT GIVE YO	NOWLEDGE OF AND SELLER OTI ER'S AGENT DELIN FELY SIGNED WRI DU A COMPLETED	EES OF EXISTING MATER THE PROPERTY AT TH HERWISE AGREE IN WR /ERS THIS DISCLOSURE ITTEN STATEMENT OF R DISCLOSURE STATEME ITO A PURCHASE AND S	E TIME ITING, Y STATEM ESCISSI NT, THE	SELLER COMPLE OU HAVE THREE (3 IENT TO YOU TO RE ON TO SELLER OR EN YOU MAY WAIVE	TES THE BUSING SELLER	HIS C IESS THE / I'S AG	DISCLOS DAYS F AGREEN BENT. IF	ROM MENT THE	17 18 19 20 21 22 23
LICENSEE	OR OTHER PART		BY SELLER AND ARE N TION IS FOR DISCLOSUR D SELLER.							24 25 26
OBTAIN AN WITHOUT INSPECTOI PROSPECTOR TO PE	ND PAY FOR THI LIMITATION, ARC RS, ON-SITE W IVE BUYER AND	E SERVICES OF HITECTS, ENGINE VASTEWATER TE SELLER MAY WIS PRIATE PROVISIO	ON OF THE SPECIFIC CO QUALIFIED EXPERTS TO EERS, LAND SURVEYOR REATMENT INSPECTOR SH TO OBTAIN PROFESS NS IN A CONTRACT E	) INSPE S, PLUM S, OR IONAL A	CT THE PROPERTY IBERS, ELECTRICIA STRUCTURAL PE DVICE OR INSPECT	Y, WHIC NS, ROO EST IN: IONS OF	H MA OFER SPEC F THE	Y INCL S, BUILI TORS. PROPE	UDE, DING THE ERTY	28 29 30
SELLER 🗆	IS/ IS NOT OC	CUPYING THE PR	ROPERTY.							34
I. SELLER	S DISCLOSURES	3:								35
* If you a otherwi	nswer "Yes" to a dise publicly record	question with an a ed. If necessary, us	sterisk (*), please explain se an attached sheet.	your ans	wer and attach docu	ments, i	f avai	lable an	d not	36 37
1. TITLE	:					YES	NO	DON'T KNOW	N/A	38 39
A. D	o you have legal a	authority to sell the	property? If no, please ex	plain		<b>Þ</b>				40
*B. Is	title to the proper	ty subject to any of	the following?			,				41
(1	<ol> <li>First right of ref</li> </ol>	fusal					囱			42
(2	2) Option		***************************************			□	Ą			43
(3	•	=					Ø			44
(4	l) Life estate?	***************************************		ļ			<b>≥</b> K			45
*C. A	re there any encro	achments, bounda	ry agreements, or bounda	ry disput	es?	ם	卢			46
*D. Is	there a private roa	ad or easement ag	reement for access to the	property'	?	<b>,</b>				47
	e property?		s, or access limitations tha			0	<b>Z</b>	<b></b>		48 49

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(Continued)

		YES	NO	DON'T KNOW	NA	50 51
	*F.	Are there any written agreements for joint maintenance of an easement or right of way?				52
	*G.	Is there any study, survey project, or notice that would adversely affect the property?	Þ			53
	*H.	Are there any pending or existing assessments against the property?	<b>\</b> \$			54
	<b>*i</b> .	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	À	0		55 56
	*J.	Is there a boundary survey for the property?			0	57
	*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	۵	ū		58
		PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.				59 60 61 62
2.	WA	TER				63
	A.	Household Water				64
		(1) Does the property have potable water supply?	Á			<b>6</b> 5
		(2) If yes, the source of water for the property is: ☐ Private or publicly owned water system ☐ Private well serving only the property *☐ Other water system				66 67
		*If shared, are there any written agreements?	۵		, <b>Ž</b>	68
		*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	٥		点	69 70
		*(4) Are there any problems or repairs needed?		<b>D</b>	Þ	71
		(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	0		pó ,	72 73
		(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	o.		À	74 75
		(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<b>-</b>		à	76 77
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?			à	78 79
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	•		À	80 81
		(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?			Ą	82 83
		*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?□			۵	84
	В.	Irrigation Water				85
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	Þ	<u> </u>	۵	86 87
		(a) If yes, has all or any portion of the water right not been used for five or more successive years?	٥	۵	à ·	88 89
		(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<u> </u>		À	90 91
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		YES	NO	DON'T KNOW	NA	92 93
	*(2) Does the property receive imigation water from a ditch company, irrigation district, or other entity?	ם			Ø	94
	If so, please identify the entity that supplies irrigation water to the property:				_	95
						96
C.	Outdoor Sprinkler System					97
	(1) Is there an outdoor sprinkler system for the property?	□			囟	98
	*(2) If yes, are there any defects in the system?				Ò	99
	*(3) If yes, is the sprinkler system connected to irrigation water?	ם			Ā	100
3. SE\	NER/SEPTIC SYSTEM					101
A.	The property is served by:					102
	□ Public sewer system					103
	On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					104
	□ Other disposal system					105
	Please describe:					106
В.	Is the property subject to any sewage system fees or charges in addition to those covered in					107
	your regularly billed sewer or on-site sewage system maintenance service?	□			_ <b>\B</b>	108
C.	If the property is connected to an on-site sewage system:					109
	*(1) Was a permit issued for its construction?				<b>₽</b>	110
	*(2) Was it approved by the local health department or district following its construction?				₽	111
	(3) Is the septic system a pressurized system?	ם			<b>2</b>	112
	(4) Is the septic system a gravity system?	ם		۵	<u>(2</u> )	113
	*(5) Have there been any changes or repairs to the on-site sewage system?	ם		<b>-</b>	ġ	114
	(6) Is the on-site sewage system, including the drainfield, located entirely					115
	within the boundaries of the property?	□			A	116
	If no, please explain:					117
	*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	□		o o	A	118 119
4 FIF	ECTRICAL/GAS					120
	Is the property served by natural gas?	ם	À	۵		121
В.	Is there a connection charge for gas?	0	Ö		<b>Ā</b> (	122
c.	Is there a connection charge for gas?  Let $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ Is the property served by electricity? Let $\frac{1}{2}$	> <b>.</b>			٦	123
D.	is there a connection charge for electricity?	,മ			۵	124
*E.	Are there any electrical problems on the property?	ם	À		ū	125
<i>E</i> F: ^	AODINO.					40-
	ODING	_	<b>.</b>		_	126
A.	Is the property located in a government designated flood zone or floodplain?		ZX.			127
	11 h / 6/10/pa					

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6.	soi	L STABILITY YES	NO	DON'T KNOW	N/A	128 129
	*A.	Are there any settlement, earth movement, slides, or similar soil problems on the property?	Ä			130
7.	EΝ	/IRONMENTAL				131
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	Į <b>Q</b>	<b>-</b>	<b>a</b>	132 133
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	Þ	۵	۵	134
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	Þ	<b>-</b>	<b>a</b>	135 136
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	Þ	۵		137
	*E.	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	Ò	•		138 139 140
	*F.	Has the property been used for commercial or industrial purposes?	囱	۵		141
	*G.	Is there any soil or groundwater contamination?	Ø	۵		142
	*H.	Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	Þ	•	۵	143 144
	<b>*</b> I.	Has the property been used as a legal or illegal dumping site?	囱		0	145
	*J.	Has the property been used as an illegal drug manufacturing site?	্ৰ			146
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	À			147
8.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS				148
	A.	Is there a homeowners' association?	×			149
		Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:	<b>,</b> /			150 151 152
	В.	Are there regular periodic assessments?				153
		\$per □ month □ year □ Other:			•	154 155
	*C.	Are there any pending special assessments?	, Opr	۵	ä	156
	*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)?	À	<b>a</b>	_	157 158 159
9.	ОТІ	HER FACTS				160
		Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	Ą			161
	*B.	Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	À			162 163
	-10	0) 6/0/				

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**	•		-	ES NO	DON'T KNOW	N/A	16 16		
-0	. Is the property classified or designated as	forest land or open spa	ce?	a d			16		
D.	Do you have a forest management plan? I	f yes, attach		حدر ذ			16		
*E	. Have any development-related permit applic	ations been submitted to	any government agencies?	جهر د	٥		16		
	If the answer to E is "yes," what is the state				_		16		
							17		
F.	Is the property located within a city, county fire protection zone that provides fire prote	/, or district or within a continuous services?	lepartment of natural resources	<b>2</b> 0	•	0	17 17		
10. FUL	L DISCLOSURE BY SELLERS						47		
A.	Other conditions or defects:  *Are there any other existing material defe buyer should know about?	ects affecting the proper	ty that a prospective	⊐ Year	<b>D</b>	<b>-</b>	17 17 17 17		
If the an	The foregoing answers and attached expla Seller has received a copy hereof. Seller against any and all claims that the above in copy of this disclosure statement to other received.  Seller "Yes" to any asterisked (*) items, ple (s) of the question(s).	agrees to deterio, incorr formation is inaccurate. al estate licensees and a	nniny and noted real estate license Seller authorizes real estate license ill prospective buyers of the proper er	ies harml iees, if an iy.	ess from y, to deliv	and ver a	11 11 11 11 11 11 11 11 11 11 11 11 11		
	1Title – D, F, J and K – Available on Re	eal Estate Agent's we	bsite				18 18 18 18 18		
	9 – Other Facts – C – The property is in Douglas County Assessor that no more to continue in the Open Space tax class fee of about \$2,000 to be paid at closin will be going up. Check with the Dougl	Rice Family Enterpri sification when sold t ng. This will be paid I	ses (Riceland Estates) Parcels to a buyer. There will be a deayy the buyer and the yearly party	will be a	llowed ation		19 19 19 19 19 19 19 20 20 20		

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Date

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Date

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#### **II. NOTICES TO THE BUYER** 211 1. SEX OFFENDER REGISTRATION 212 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 213 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 214 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 215 2. PROXIMITY TO FARMING/WORKING FOREST 216 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 217 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 218 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 219 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 220 3. OIL TANK INSURANCE 221 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 222 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 223 INSURANCE AGENCY. 224 III. BUYER'S ACKNOWLEDGEMENT 225 1. BUYER HEREBY ACKNOWLEDGES THAT: 226 Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 227 utilizing diligent attention and observation. 228 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 229 not by any real estate licensee or other party. 230 Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information 231 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 232 This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 233 Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 234 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 235 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 236 237 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 238 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 239 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER'S AGENT, YOU 240 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 241 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 242 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 243 LICENSEE OR OTHER PARTY. 244 245 Buyer Date Buve Date 246 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 247 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 248 waives Buyer's right to revoke Buyer's offer based on this disclosure. 249 250 Buyer Date Date 251 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 252 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 253 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 254 the receipt of the "Environmental" section of the Seller Disclosure Statement. 255 256 Buyer Date Buve Date 257