

Form 17C  
Seller Disclosure Statement-Unimproved  
Rev. 8/21  
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## SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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**SELLER:** Anthony Mitchell

Seller

Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

### INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

### NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED  
AT 645 Juanita, CITY Elk,

STATE WA, ZIP 99009, COUNTY Pend Oreille ("THE PROPERTY") OR AS  
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED  
ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE  
STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM  
THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT  
BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE  
SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND  
PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

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

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

**Seller  is /  is not occupying the Property.**

### 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.

YES	NO	DONT KNOW	N/A
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**1. TITLE**

A. Do you have legal authority to sell the property? If no, please explain. ....     40

\*B. Is title to the property subject to any of the following? 41

(1) First right of refusal .....     42

(2) Option .....     43

(3) Lease or rental agreement .....     44

(4) Life estate? .....     45

\*C. Are there any encroachments, boundary agreements, or boundary disputes? .....     46

\*D. Is there a private road or easement agreement for access to the property? .....     47

\*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of  
the property? .....     48  
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	YES	NO	DON'T KNOW	N/A	50 51
*F. Are there any written agreements for joint maintenance of an easement or right of way? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*G. Is there any study, survey project, or notice that would adversely affect the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58
<b>NOTICE TO BUYER:</b> Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.					59 60 61 62 63 64
<b>2. WATER</b>					65
A. Household Water					66
(1) Does the property have potable water supply? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
(2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system <input checked="" type="checkbox"/> Private well serving only the property * <input type="checkbox"/> Other water system					68 69
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71 72
*(4) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76 77
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78 79
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80 81
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	82 83
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84 85
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
B. Irrigation Water					87
(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.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88 89
(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	90 91
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92 93



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YES	NO	DON'T KNOW	N/A	94
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\*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....     96

If so, please identify the entity that supplies irrigation water to the property:

\_\_\_\_\_

C. Outdoor Sprinkler System 99

(1) Is there an outdoor sprinkler system for the property? .....     100

\*(2) If yes, are there any defects in the system? .....     101

\*(3) If yes, is the sprinkler system connected to irrigation water? .....     102

### 3. SEWER/SEPTIC SYSTEM 103

A. The property is served by: 104

Public sewer system 105

On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 106

Other disposal system 107

Please describe: \_\_\_\_\_ 108

B. 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? .....     109  
110

C. If the property is connected to an on-site sewage system: 111

\*(1) Was a permit issued for its construction? .....     112

\*(2) Was it approved by the local health department or district following its construction? .....     113

(3) Is the septic system a pressurized system? .....     114

(4) Is the septic system a gravity system? .....     115

\*(5) Have there been any changes or repairs to the on-site sewage system? .....     116

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....     117  
118

If no, please explain: \_\_\_\_\_ 119

\*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....     120  
121

### 4. ELECTRICAL/GAS 122

A. Is the property served by natural gas? .....     123

B. Is there a connection charge for gas? .....     124

C. Is the property served by electricity? .....     125

D. Is there a connection charge for electricity? .....     126

\*E. Are there any electrical problems on the property? .....     127

### 5. FLOODING 128

A. Is the property located in a government designated flood zone or floodplain? .....     129



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YES	NO	DON'T KNOW	N/A	130
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#### 6. SOIL STABILITY

\*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? .....     132

#### 7. ENVIRONMENTAL

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....     134  
 135

\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....     136

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....     137  
 138

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....     139

\*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? .....     140  
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\*F. Has the property been used for commercial or industrial purposes? .....     143

\*G. Is there any soil or groundwater contamination? .....     144

\*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? .....     145  
 146

\*I. Has the property been used as a legal or illegal dumping site? .....     147

\*J. Has the property been used as an illegal drug manufacturing site? .....     148

\*K. Are there any radio towers that cause interference with cellular telephone reception? .....     149

#### 8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a homeowners' association? .....     151

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. Are there regular periodic assessments? .....     155

\$ \_\_\_\_\_ per  month  year 156

Other: \_\_\_\_\_ 157

\*C. Are there any pending special assessments? .....     158

\*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)? .....     159  
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#### 9. OTHER FACTS

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....     162  
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\*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? .....     164  
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	YES	NO	DON'T KNOW	N/A	166
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*C. Is the property classified or designated as forest land or open space? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
D. Do you have a forest management plan? If yes, attach. .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	169
*E. Have any development-related permit applications been submitted to any government agencies?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
If the answer to E is "yes," what is the status or outcome of those applications?					171
<u>Approved</u>					172
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
					174

**10. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
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B. Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes 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.					179
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Seller

Date

Seller

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If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION** 213  
 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 214  
 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 215  
 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 216  
 217

**2. PROXIMITY TO FARMING/WORKING FOREST** 218  
 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 219  
 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 220  
 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 221  
 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 222

**3. OIL TANK INSURANCE** 223  
 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 224  
 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 225  
 INSURANCE AGENCY. 226

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:** 228  
 A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 229  
 utilizing diligent attention and observation. 230  
 B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 231  
 not by any real estate licensee or other party. 232  
 C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information 233  
 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 234  
 D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 235  
 E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 236  
 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 237

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 238  
 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 239  
 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 240  
 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 241  
 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 242  
 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 243

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 244  
 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 245  
 LICENSEE OR OTHER PARTY. 246

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 247  
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**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 250  
 waives Buyer's right to revoke Buyer's offer based on this disclosure. 251

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 252  
 253

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

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 255  
 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 256  
 the receipt of the "Environmental" section of the Seller Disclosure Statement. 257

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 258  
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