Form 17C
Seller Disclosure Statement-Unimproved
Rev. 7/19
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#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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Page 1 of 6 L Adventure LLC, Series A **SELLER:** 1 2 To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by 3 one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 4 Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 5 "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. INSTRUCTIONS TO THE SELLER 6 Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 7 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 8 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 9 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 11 12 NOTICE TO THE BUYER THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED 13 AT 99XX  $_{-}$ , CITY Bainbridge Island **Manitou Beach Dr NE** 14 COUNTY Kitsap STATE WA ZIP 98110 15 ("THE PROPERTY") OR AS 16 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 17 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 18 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 20 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT. THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 23 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 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 25 26 WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO 27 OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 29 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE 30 31 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. 32 33 INSPECTION, DEFECTS OR WARRANTIES. SELLER IS IS IS NOT OCCUPYING THE PROPERTY. 34 I. SELLER'S DISCLOSURES: 35 36 \* If you answer "Yes" to a guestion with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 37 NO DON'T 38 YES N/A 39 1. TITLE **KNOW** 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 Ø 42 (1) First right of refusal ....... Ø (2) Option ...... 43

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\*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of

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

(4) Life estate?

the property?

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

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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?			Ø		52
	*G.	Is there any study, survey project, or notice that would adversely affect the property?	□	Ø			53
	*H.	Are there any pending or existing assessments against the property?	□	Ø			54
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	□		Ø		55 56
	*J.	Is there a boundary survey for the property?	□	Ø			57
	*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	□	Ø			58
		<b>PLEASE NOTE:</b> 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?			Ø		65
		(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?	□		Ø		68
		*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	□		Ø		69 70
		*(4) Are there any problems or repairs needed?	□	Ø			71
		(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	□		Ø		72 73
		(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	□		Ø		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.)	□		Ø		76 77
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	□		Ø		78 79
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?			Ø		80 81
		(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?			Ø		82 83
		*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	□		Ø		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.)			Ø		86 87
		(a) If yes, has all or any portion of the water right not been used for five or more successive years?	□		Ø		88 89
_	_	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	□		Ø		90 91

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			YES	NO	DON'T KNOW	N/A	92 93 94
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?  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?	.□		Ø		98
		*(2) If yes, are there any defects in the system?	.□		Ø		99
		*(3) If yes, is the sprinkler system connected to irrigation water?	.🗆		Ø		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
	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?	.□		q		107 108
	C.	If the property is connected to an on-site sewage system:					109
		*(1) Was a permit issued for its construction?	. 🗖		Ø		110
		*(2) Was it approved by the local health department or district following its construction?	. 🗆		₫		111
		(3) Is the septic system a pressurized system?			q		112
		(4) Is the septic system a gravity system?			<b>4</b>		113
		*(5) Have there been any changes or repairs to the on-site sewage system?			Ø		114
		(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?			<b>a</b>		115 116
		If no, please explain:					117
		*(7) Does the on-site sewage system require monitoring and maintenance services more					118
		frequently than once a year?	. 🗆		Ø		119
4.	ELE	ECTRICAL/GAS					120
	A.	Is the property served by natural gas?	. 🗆		q		121
	В.	Is there a connection charge for gas?	. 🗆		4		122
	C.	Is the property served by electricity?	. 🗆		q		123
	D.	Is there a connection charge for electricity?	. 🗆		₫		124
	*E.	Are there any electrical problems on the property?	. 🗆		Ø		125
5.	FLO	DODING					126
	A.	Is the property located in a government designated flood zone or floodplain?	.🗆		<b>a</b>		127

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6.	SO	IL 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?	□		ď		130
7.	EN	VIRONMENTAL					131
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	□		<b>4</b>		132 133
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	□		ď		134
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	□		<b>4</b>		135 136
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<b></b>				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?			₫	<b>-</b>	138 139 140
	*F.	Has the property been used for commercial or industrial purposes?	□	4			141
	*G.	Is there any soil or groundwater contamination?			ď		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?	□		₫		143 144
	*I.	Has the property been used as a legal or illegal dumping site?	□		₫		145
	*J.	Has the property been used as an illegal drug manufacturing site?	□		ď		146
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	□		₫		147
8.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS					148
	A.	Is there a homeowners' association?	□		<b>≤</b>		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:					150 151 152
	В.	Are there regular periodic assessments?	□		<b>4</b>		153
		\$per □ month □ year					154
		□ Other:					155
	*C.	Are there any pending special assessments?	□		ď		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)?	□		<b>4</b>		157 158 159
9.	ОТІ	HER FACTS					160
	*A.	Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	□		4		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?			<b>4</b>		162 163

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		Υ	ES	NO	DON'T KNOW	N/A	164 165
	*C.	Is the property classified or designated as forest land or open space?	_		ď		166
	D.	Do you have a forest management plan? If yes, attach.	⊐		<b>4</b>		167
	*E.	Have any development-related permit applications been submitted to any government agencies?	_		¥		168
		If the answer to E is "yes," what is the status or outcome of those applications?					169
							170
	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?	<b>_</b>		<b></b>		171 172
10.	FUL	L DISCLOSURE BY SELLERS					173
	A.	Other conditions or defects:  *Are there any other existing material defects affecting the property that a prospective buyer should know about?			旦		174 175 176
	B.	Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate license against any and all claims that the above information is inaccurate. Seller authorizes real estate license copy of this disclosure statement to other real estate licensees and all prospective buyers of the proper	es ha sees, i	armle	ss from	and	177 178 179 180 181
		Authentision 01/15/2020  Rick Scatterday Date Seller  1/15/2020 2:22:14 PM PST Seller			Dat		182 183
		wer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). s) of the question(s).	Pleas	e ref	er to the	line	184 185
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#### II. NOTICES TO THE BUYER 211 212 1. SEX OFFENDER REGISTRATION 213 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 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 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 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 C. 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 236 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 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 OR 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 Buyer 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 Date Buyer Date 251 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 252 253 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 254 However, if the answer to any of the questions in the section entitled "Environmental" would be "ves." Buyer may not waive 255 the receipt of the "Environmental" section of the Seller Disclosure Statement. 256 Buyer Date Buyer Date 257 01/15/2020

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