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#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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SELLER: Paul Joseph Amoroso

Nicole Suzanne Bell

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. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 4 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 NOTICE TO THE BUYER 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED 13 AT 3422 53rd St E , CITY Tacoma 14 COUNTYPierce ZIP 98443 STATE WA 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 25 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 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 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 38 NO DON'T N/A YES 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 (1) First right of refusal ...... Ø 42 Ø (2) Option ...... 43 Ø 44 (3) Lease or rental agreement ...... Ø (4) Life estate? ...... 45 Ø \*C. Are there any encroachments, boundary agreements, or boundary disputes? ......□ 46

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

the property?

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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?	⊿				52
*G	Is there any study, survey project, or notice that would adversely affect the property?	□	◪			53
*H.	Are there any pending or existing assessments against the property?	□				54
*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	□	◪			55 56
*J.	Is there a boundary survey for the property?	⊄				57
*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	□	Ø			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
2. W	ATER					65
A.	Household Water					66
	(1) Does the property have potable water supply?	□	◩			67
	(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					68 69
	*If shared, are there any written agreements?	□			Ø	70
	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	□		◪		71 72
	*(4) Are there any problems or repairs needed?	□	◪			73
	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	⊄				74 75
	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	□	◪			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.)	□		◪		78 79
	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	□			Ø	80 81
	*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	□			Ø	82 83
	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	□			Ø	84 85
	*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	□	Ø			86
В.	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.)		◪			88 89
	(a) If yes, has all or any portion of the water right not been used for five or more successive years?				Ø	90 91
Page.	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?		_	_	_ <b>⊿</b>	92 93
SELLER'	S INITIALS Date SELLER'S INITIALS Date					

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(Continued)

J			YES	NO	DON'T KNOW	N/A	94 95
		*(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:	□	◪			96 97 98
	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?	□			Ø	101
		*(3) If yes, is the sprinkler system connected to irrigation water?	□			Ø	102
3.	SE	WER/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)  Other disposal system  Please describe:					106 107 108
	В.	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?	□			Ø	112
		*(2) Was it approved by the local health department or district following its construction?	□			Ø	113
		(3) Is the septic system a pressurized system?	□			Ø	114
		(4) Is the septic system a gravity system?	□			Ø	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?	□			◪	117 118 119
		*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	□			◪	120 121
4.	ELI	ECTRICAL/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?	□	Ø			127
5.	FLO	DODING					128
	A.	Is the property located in a government designated flood zone or floodplain?	□				129

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			YES	NO	DON'T	N/A	130
6.		Are there any estilement, earth mayament, clides, or similar soil problems on the property?		₽.	KNOW		131 132
	A.	Are there any settlement, earth movement, slides, or similar soil problems on the property?		Ø			132
7	ENI	VIRONMENTAL					133
٠.		Have there been any flooding, standing water, or drainage problems on the property that affect					134
		the property or access to the property?		◪			135
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	ロ	Ø			136
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	□	◪			137 138
	Ь	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	П	◪			120
	D.	Are there any shorelines, wettands, hoodplains, or chitical areas on the property?		<b>W</b>			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	L				140 141
		storage tanks, or contaminated soil or water?	ロ				142
	*F	Has the property been used for commercial or industrial purposes?			Ø		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?	<b></b>				145 146
	*I.	Has the property been used as a legal or illegal dumping site?		Ø			147
	* 1			Ø			440
	*J.	Has the property been used as an illegal drug manufacturing site?	⊔	<b>2</b>			148
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	□	Ø			149
Ω	нО	MEOWNERS' ASSOCIATION/COMMON INTERESTS					150
Ο.	A.	Is there a homeowners' association?		Ø			151
		Name of Association and contact information for an officer, director, employee, or other authorized					152
		agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:					153 154
	B.	Are there regular periodic assessments?				Ø	155
		\$per □ month □ year					156 157
		□ Other:					101
	*C.	Are there any pending special assessments?	□			◪	158
	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities					159
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?		Ø			160 161
				_	_	_	.01
9	ОТІ	HER FACTS					162
٥.		Are there any disagreements, disputes, encroachments, or legal actions concerning the property?					163
		Does the property have any plants or wildlife that are designated as species of concern, or listed					164
	ے.	as threatened or endangered by the government?					165

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. 49		(commonly)	YES	NO	DON'T KNOW	N/A	166 167		
	*C.	Is the property classified or designated as forest land or open space?		Ø			168		
	D.	Do you have a forest management plan? If yes, attach.		◪			169		
	*E.	Have any development-related permit applications been submitted to any government agencies?.					170		
		If the answer to E is "yes," what is the status or outcome of those applications?					171		
							172		
	F.	Is the property located within a city, county, or district or within a department of natural resour fire protection zone that provides fire protection services?		◪			173 174		
10.	FUL	L DISCLOSURE BY SELLERS					175		
	A.	Other conditions or defects:  *Are there any other existing material defects affecting the property that a prospective buyer should know about?		◪	_	<b>-</b>	176 177 178		
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.					and	179 180 181 182 183			
		Paul Joseph Amoroso  08/23/2023  Seller  Seller  Seller		08/2	23/2023	3	184		
		Seller Date Seller			Dat	e	185		
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).  10. 53rd ST E is a private road shared by 3422 53rd ST E, 3412 53rd ST E, and 3406 53rd ST E.									
E. There is a height restriction easement at the eastern end (near 36th Ave E) of the property to allow the property to the north (3518 52nd ST E) unobstructed view of Mt Rainier from one of their SE windows.									
	F. A road use agreement to categorize the shared responsibilities for maintenance of 53rd ST E has been drafted and will be in place prior to sale of the property.						192 193 194		
J.	The	most recent survey was recorded on 4/29/2021					195 196		
	3C (5). An old house was demolished years ago and the septic system's concrete tank was made to cave in and was then filled with gravel per Count Public Health Dept requirements.					197 198 199 200			
the	the subject property but additional supporting equipment (e.g., electrical transformer) exists along the utility easement path but do not technically service 3422 53rd ST, only the other two properties located distally.						201 202 203 204		

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#### **II. NOTICES TO THE BUYER** 213 214 1. SEX OFFENDER REGISTRATION 215 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 216 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 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 227 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 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 Buver 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 This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 235 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. 246 247 Buyer Date Buyer Date 248 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 249 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. 251 252 Date Buyer Date 253 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 254 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. 257 258 Date Buyer Buyer Date 259 08/23/2023 08/23/2023

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