

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

**SELLER:** Jennifer R Hudson

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 ~28 Buckhorn Pl - Kala Point Lot 123, CITY Port Townsend,

STATE WA, ZIP 98368, COUNTY Jefferson ("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	DON'T KNOW	N/A
<b>1. TITLE</b>				
A. Do you have legal authority to sell the property? If no, please explain.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>DS</sup>  
JRH      9/3/2022  
SELLER'S INITIALS      Date

SELLER'S INITIALS      Date

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*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"/>	50
*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"/>	51
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*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 checked="" type="checkbox"/>	<input 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

**2. WATER**

**A. Household Water**

(1) Does the property have potable water supply? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(2) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					66
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					67
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
* (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"/>	69
					70
* (4) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
					73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
(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"/>	77
					78
* (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"/>	79
					80
(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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	81
					82
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83
					84
					85
					86

**B. Irrigation Water**

(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"/>	87
					88
(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"/>	89
					90
(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"/>	91
					92
					93

DS  
JRH  
SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

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? .....     96  
If so, please identify the entity that supplies irrigation water to the property: \_\_\_\_\_ 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? .....     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: Approved 4Bd Gravity Septic - expires 12/22/23 - not installed 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

<sup>DS</sup>  
JRH 9/3/2022  
SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	130
<b>6. SOIL STABILITY</b>					131
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
<b>7. ENVIRONMENTAL</b>					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	134
					135
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
					138
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
					141
					142
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	145
					146
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
*K. Are there any radio towers that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	149
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					150
A. Is there a homeowners' association? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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: <u>Kala Point Owner Assoc - KPOA</u>					152
					153
					154
B. Are there regular periodic assessments? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
\$ _____ per <input type="checkbox"/> month <input checked="" type="checkbox"/> year					156
<input type="checkbox"/> Other: _____					157
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
					160
					161
<b>9. OTHER FACTS</b>					162
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
*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?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
					165

DS  
 JRH 9/3/2022  
 SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

YES NO DON'T KNOW N/A 166  
167

\*C. Is the property classified or designated as forest land or open space? .....     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 resources  
fire protection zone that provides fire protection services? .....     173  
174

**10. FULL DISCLOSURE BY SELLERS** 175

A. Other conditions or defects: 176

\*Are there any other existing material defects affecting the property that a prospective  
buyer should know about?.....     177  
178

B. Verification 179

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. 180  
181  
182  
183

DocuSigned by:  
Jennifer R Hudson 9/3/2022 184  
Seller73D2B8B055B84D5... Date Seller Date 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). 186  
187

**NO UTILITIES CONNECTED, ALL APPEAR TO BE CLOSE FOR FUTURE CONSTRUCTION** 188

189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

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.

**2. PROXIMITY TO FARMING/WORKING FOREST**

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

**3. OIL TANK INSURANCE**

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

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- 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 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(s).

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 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) 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. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

**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 waives Buyer's right to revoke Buyer's offer based on this disclosure.



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

**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. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

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

DS  
JRH  
9/3/2022  
SELLER'S INITIALS Date

\_\_\_\_\_  
SELLER'S INITIALS Date