

**REAL ESTATE DISCLOSURE STATEMENT  
(NON-RESIDENTIAL)**

**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 write "NA." If the answer is "yes" to any \* items, 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 sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12th and Dollar also known as Buttercup Dump("THE PROPERTY"),

ASSESSOR'S PARCEL NOS. 35243.0515 through 35243.0523; 35243.0501 through 35243.0504; 35243.0506; 35243.0495, 35243.0496, 35243.0491, and 35243.0492

Lots 7 through 12 of Block 8; together with the east half of vacated Dyer Street adjoining lot 7 of Block 8; all of Blocks 9, 10, 11 and 12; lots 1 through 6 of Block 13; and lots 4 through 7 of Block 14 of the Sparks Addition to Spokane recorded in Volume L, page 6 of Plat in Spokane County, Washington.

Located in the Southwest Quarter (SW1/4) of Section 24, Township 25 North, Range 43 East Willamette Meridian,

Subject to all existing encumbrances, including easements, covenants, restrictions, and reservations if any.

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 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 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.

Real Estate Disclosure Statement (Non-Residential)

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Date: 3/23/21

SELLER: 

BUYER: \_\_\_\_\_

**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.**

**1. TITLE AND LEGAL**

- Yes     No     Don't know    A. Do you have legal authority to sell the property? If no, please explain.
- Yes     No     Don't know    \*B. Is title to the property subject to any of the following?
  - (1) First right of refusal
  - (2) Option
  - (3) Lease or rental agreement
  - (4) Life estate?
- Yes     No     Don't know    \*C. Are there any encroachments, boundary agreements, or boundary disputes?  
*There is an encroachment by parcel no. 35243.2010 into the road r/w unknown if it gets to the property, there is no survey showing encroachments*
- Yes     No     Don't know    \*D. Is there any leased parking?
- Yes     No     Don't know    \*E. Is there a private road or easement agreement for access to the property?
- Yes     No     Don't know    \*F. Are there any rights-of-way, easements, shared use agreements, or access limitations? *The city of Spokane Valley recently vacated half of Eastern Road.*
- Yes     No     Don't know    \*G. Are there any written agreements for joint maintenance of an easement or right-of-way?
- Yes     No     Don't know    \*H. Are there any zoning violations or nonconforming uses?
- Yes     No     Don't know    \*I. Is there a survey for the property? *But it does have an underlying plat "Sparks Addition" which is a survey.*
- Yes     No     Don't know    \*J. Are there any legal actions pending or threatened that affect the property?
- Yes     No     Don't know    \*K. Is the property in compliance with the Americans with Disabilities Act?

**2. WATER**

- Yes     No     Don't know    \*Are there any water rights for the property, such as a water right permit, certificate, or claim?

**3. SEWER/ON-SITE SEWAGE SYSTEM**

- Yes     No     Don't know    \*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? *Property not served by sewer*

**4. STRUCTURAL *N/A Bare Land***

- Yes     No     Don't know    \*A. Has the roof leaked within the last five years?
- Yes     No     Don't know    \*B. Has any occupied subsurface flooded or leaked within the last five years?
- Yes     No     Don't know    \*C. Have there been any conversions, additions, or remodeling?
  - \* (1) If yes, were all building permits obtained?
  - \* (2) If yes, were all final inspections obtained?
- Yes     No     Don't know    \*D. Has there been any settling, slippage, or sliding of the property or its improvements?
- Yes     No     Don't know    \*E. Are there any defects with the following: (If yes, please check applicable items and explain.)
 

<input type="checkbox"/> Foundations	<input type="checkbox"/> Slab Floors
<input type="checkbox"/> Doors	<input type="checkbox"/> Outbuildings
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Exterior Walls
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Siding
<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Other
<input type="checkbox"/> Windows	

**5. SYSTEMS AND FIXTURES N/A Bare Land**

- Yes     No     Don't know    \* Are there any defects in the following systems? If yes, please explain.
- Yes     No     Don't know    (1) Electrical system
- Yes     No     Don't know    (2) Plumbing system
- Yes     No     Don't know    (3) Heating and cooling systems
- Yes     No     Don't know    (4) Fire and security system
- Yes     No     Don't know    (5) Carbon monoxide alarms

**6. ENVIRONMENTAL**

- Yes     No     Don't know    \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- Yes     No     Don't know    \*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? *When Ice Storm happened in the 1990's the County removed a lot of broken trees, but you can still see some damage.*
- Yes     No     Don't know    \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? *There is a flood zone that runs east/west through parcels 35243.0502-35243.0504; 35243.0491-35243.0492, 35243.0495-35243.0496*
- Yes     No     Don't know    \*D. 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? *There is a dump on parcels 35243.0503-35243.0504*
- Yes     No     Don't know    \*E. Is there any soil or groundwater contamination?
- Yes     No     Don't know    \*F. Has the property been used as a legal or illegal dumping site? *There is currently a no further action letter on the property. The dump has a cap*
- Yes     No     Don't know    \*G. Has the property been used as an illegal drug manufacturing site?

**7. FULL DISCLOSURE BY SELLERS**

- A. Other conditions or defects:
  - Yes     No     Don't know    \*Are there any other existing material defects affecting the property that a prospective buyer should know about? *There is a deed restriction placed on the property because of the dump by the Department of Ecology. Ecology must approve any development. An annual letter must be submitted to verify the cap on the dump to the Department of Ecology.*
- B. Verification:
 

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our 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.

**NOTICE TO BUYER**

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.

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: 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.

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 STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE 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.

DATE \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_