

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

SELLER: Hangman Corporation 1

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. 2-5

**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. 6-11

**NOTICE TO THE BUYER** See attached schedule of Properties 12  
 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_, CITY Spokane 13  
 STATE WA, ZIP 99224, COUNTY Spokane ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 14-15

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. 17-23

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. 24-26

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. 27-33

SELLER  IS  IS NOT OCCUPYING THE PROPERTY. 34

**I. SELLER'S DISCLOSURES:** 35

\* 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. 36-37

	YES	NO	DON'T KNOW	N/A	
<b>1. TITLE</b>					38-39
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"/>	40
*B. Is title to the property subject to any of the following?					41
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	46
*D. Is there a private road or easement agreement for access to the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47
*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"/>	48-49

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	YES	NO	DON'T KNOW	N/A	
*F. Are there any written agreements for joint maintenance of an easement or right of way? *	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	51
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
*J. Is there a boundary survey for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*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"/>	57
<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

\* See continuation sheet 7

**2. WATER**

**A. Household Water**

(1) Does the property have potable water supply? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
(2) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements? <i>See continuation sheet 7</i> .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
* (4) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	69
(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"/>	70
(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"/>	71
(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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
*(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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
(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"/>	75
*(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 checked="" type="checkbox"/>	<input type="checkbox"/>	76

**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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	77
(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 type="checkbox"/>	78
(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 type="checkbox"/>	79

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

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	YES	NO	DON'T KNOW	N/A	92
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
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? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
<b>3. SEWER/SEPTIC SYSTEM</b>					101
A. The property is served by:					102
<input type="checkbox"/> Public sewer system					103
<input checked="" type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					104
<input type="checkbox"/> Other disposal system					105
Please describe: <u>see continuation sheet 7</u>					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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	107
C. If the property is connected to an on-site sewage system: <u>N/A</u>					109
* (1) Was a permit issued for its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
* (2) Was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
(3) Is the septic system a pressurized system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
(4) Is the septic system a gravity system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
* (5) Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: _____					116
_____					117
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118
					119
<b>4. ELECTRICAL/GAS</b>					120
A. Is the property served by natural gas? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
B. Is there a connection charge for gas? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	122
C. Is the property served by electricity? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
D. Is there a connection charge for electricity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	124
* E. Are there any electrical problems on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	125
<b>5. FLOODING</b>					126
A. Is the property located in a government designated flood zone or floodplain? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	127

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	YES	NO	DON'T KNOW	N/A	128
<b>6. SOIL STABILITY</b>					129
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	130
<b>7. ENVIRONMENTAL</b>					131
*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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	132
*B. Does any part of the property contain fill dirt, waste, or other fill material? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	133
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	134
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	135
*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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	136
*F. Has the property been used for commercial or industrial purposes? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	137
*G. Is there any soil or groundwater contamination? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	138
*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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	139
*I. Has the property been used as a legal or illegal dumping site? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
*J. Has the property been used as an illegal drug manufacturing site? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	141
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	142
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
A. Is there a homeowners' association? <i>See continuation sheet 7</i> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
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: _____					145
B. Are there regular periodic assessments? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					147
<input type="checkbox"/> Other: _____					148
*C. Are there any pending special assessments? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
*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"/>	<input type="checkbox"/>	150
<b>9. OTHER FACTS</b>					151
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
*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 type="checkbox"/>	<input type="checkbox"/>	153

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	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	164 165
D. Do you have a forest management plan? If yes, attach. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	166 167
*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"/>	168 169
If the answer to E is "yes," what is the status or outcome of those applications?					169
<u>See continuation sheet 7</u>					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? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171 172

**10. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:					173
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	174 175 176
<u>See continuation sheet 7</u>					177
B. Verification					178
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.					179 180 181

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 Seller Date Seller Date 183  
 Hangman Corporation

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**

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**

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

**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

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SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT –UNIMPROVED PROPERTY – Address: \_\_\_\_\_ Lane \_\_\_\_\_

THE INFORMATION DISCLOSED IN THE ENTIRE FORM 17C IS BASED ON AND LIMITED TO THE ACTUAL KNOWLEDGE OF BRIAN McCOY AND HAPPY HAWN ONLY, AS THE SOLE OFFICERS OF SELLER.

- 1. D., E., F., I., J., K. See recorded plats, easements, recorded CC&Rs and amendments, Design Guidelines, Seller's Public Offering Statement, Articles of Incorporation and Bylaws for the Association.
- 2. A. (3). See recorded easements and maintenance agreements regarding Ridge water system.
- 2. A. (7). See water right permit dated April 9, 1990 attached to this FORM 17C.
- 3. A. Buyer is responsible for applying for the permit and installing the on-site sewer system.
- 8. A. Ridge at Hangman Homeowners Association, % Association Services, Inc., 1110 W Park Place, Suite 101, Coeur d'Alene, ID 83814 Attn Ben Weaver, (208) 676-8626, [ben@asi-hoa.com](mailto:ben@asi-hoa.com)
- 8. B The 2019 Annual Assessment has been fixed by the Board at \$512.50 per quarter totaling \$2,050 per year.  
Base Water Charge: \$250.00 per annum payable quarterly  
Water Usage Charge: 0-20,000 cubic feet at \$0.01 per cubic foot; 20,001 -40,000 cubic feet at \$0.0125 per cubic foot; 40,001-80,000 cubic feet at \$0.015 per cubic foot; 80,001-120,000 cubic feet at \$0.0175 per cubic foot and above 120,000 cubic feet at \$0.02 per cubic foot, which will be payable annually in December.
- 8. C. Buyers who purchase a lot from Seller after October 1, 2019 will be responsible for payment of a Special Assessment in the amount of \$751.17 for upgraded Century Link internet service as set forth in the Agreement for Payment of Special Assessment dated as of October 1, 2019); such payment is to be made to the Association at the time water system connection fees are paid.
- 8. D. See recorded plats, easements, recorded CC&Rs and amendments, Design Guidelines, Seller's Public Offering Statement, Articles of Incorporation and Bylaws for the Association.
- 9. E. Development permit applications to Spokane County. See final recorded plats.
- 10. A. See county zoning and building regulations, recorded plats, easements, recorded CC&Rs and amendments, Design Guidelines, Seller's Public Offering Statement, Articles of Incorporation and Bylaws for the Association, the Final Restated and Amended Settlement and Release between the Association and the Seller and other related individuals and entities dated as of February 29, 2012 and associated documents .

Seller's					
Initials	Date	Buyer's	Initials	Date	
HGH	10/15/19				

Address: \_\_\_\_\_ Lane \_\_\_\_\_

DEPARTMENT OF ECOLOGY

**SUPERSEDING**

**PERMIT**

**THIS PERMIT SUPERSEDES GROUND WATER PERMIT NO. G3-28767P ISSUED MAY 10, 2001 TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON**

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE April 9, 1990	APPLICATION NUMBER G3-28767	PERMIT NUMBER G3-28767P	CERTIFICATE NUMBER
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**THE RIDGE AT HANGMAN HOME OWNERS ASSOC**

C/O Keimle & Hagwood Co.  
604 West Main Ave., Ste. 400  
Spokane, WA 99201  
ph# 509-755-7561  
email: tracy.bates@khco.com

(STATE)  
ID

(ZIP CODE)

83340-3510

granted by the applicant, hereby granted a permit to appropriate the following public waters of the [blank] as set herein.

**COPY**

**PUBLIC WATERS TO BE APPROPRIATED**

Source four (4) wells		
TRIBUTARY OF (IF SURFACE WATERS)		

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 1500	MAXIMUM ACRE FEET PER YEAR 312
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QUANTITY, TYPE OF USE, PERIOD OF USE  
1500 gallons per minute, 312 acre feet per year, continuously, for community domestic water supply of 242 units and the non-agricultural irrigation of 7 acres within the Hangman Valley Golf Course.

**LOCATION OF DIVERSION/WITHDRAWAL**

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL  
#1) 1800 feet West and 400 feet South from the NE corner of Sec. 28, within the N $\frac{1}{2}$ NE $\frac{1}{4}$ ; #2) 700 feet South and 1200 feet East from the W $\frac{1}{4}$  corner of Sec. 28, within the N $\frac{1}{2}$ SW $\frac{1}{4}$ ; #3) 500 feet West and 400 feet South from the E $\frac{1}{4}$  corner of Sec. 33, within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; and #4) 800 feet West and 1400 feet North from the E $\frac{1}{4}$  corner of Sec. 33, within the NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) ALL WITHIN	SECTION ---	TOWNSHIP N. 24	RANGE, (E. OR W.) W.M. 43 E.	W.R.L.A. 56	COUNTY Spokane
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**RECORDED PLATTED PROPERTY**

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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**LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED**

SE $\frac{1}{4}$ SE $\frac{1}{4}$  and that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Sec. 21, T. 24 N., R. 43 E.W.M., lying Northerly and Easterly of the Northerly and Easterly right of way line of Hangman Valley Road. EXCEPTING THEREFROM the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Sec. 21.

That portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$  lying Easterly of the East line of Primary State Highway No. 3, as said Highway existed on June 17, 1981; the E $\frac{1}{2}$ NE $\frac{1}{4}$  and the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , all in Sec. 32, T. 24 N., R. 43 E.W.M.; the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 33, T. 24 N., R. 43 E.W.M.; the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 33, EXCEPT, Beginning at the Southwest corner thereof; thence East 400 feet; thence North 400 feet; thence Southwesterly to the Place of Beginning; the NW $\frac{1}{4}$ , and the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 33, T. 24 N., R. 43 E.W.M. EXCEPTING the abandoned Oregon Washington Railroad right of way across the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 33.

All that portion of the NE $\frac{1}{4}$  of Sec. 29, T. 24 N., R. 43 E.W.M., lying Easterly of the Easterly right of way line of Primary State Highway No. 3; EXCEPTING THEREFROM all that portion of the North 845 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Sec. 29, lying Easterly of said Primary State Highway No. 3; ALSO EXCEPTING THEREFROM that portion lying within the following described property: Beginning at the Southeast corner of the NE $\frac{1}{4}$  of said Sec. 29; thence North along said section line to point of intersection of North boundary of Excelsior Road; thence North along said section line 623 feet; thence west parallel with South section line 350 feet; thence South parallel with East section line 623 feet more or less to point of intersection with County Road known as Excelsior Road; thence East along North boundary of said Excelsior Road to Point of Beginning.

That portion of the NE $\frac{1}{4}$  of Sec. 28, T. 24 N., R. 43 E.W.M., lying Northwesterly of the center line of the thread of Latah Creek; the W $\frac{1}{2}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Sec. 28, T. 24 N., R. 43 E.W.M.

Seller's	Buyer's	
Initials	Initials	Date
Date		
HGH 10/15/19		
Address:	Lane	



DESCRIPTION OF PROPOSED WORKS

The proposed works will be a public water supply with pumps, pipelines and reservoirs.

DEVELOPMENT SCHEDULE

BEGIN PROJECT BY THIS DATE	COMPLETE PROJECT BY THIS DATE	WATER PUT TO FULL USE BY THIS DATE
Started	April 1, 2006	April 1, 2007

PROVISIONS

The amount of water granted is a maximum limit that shall not be exceeded and the water user shall be entitled only to that amount of water within the specified limit that is beneficially used and required for the actual crop grown on the number of acres and the place of use specified.

This authorization to make use of public waters of the State is subject to existing rights, including any existing rights held by the United States for the benefit of Indians under treaty or otherwise.

A certificate of water right will not be issued until a final examination is made.

Installation and maintenance of an access port as described in Ground Water Bulletin No. 1 is required. An airline and gauge may be installed in addition to the access port.

All water wells constructed within the State shall meet the minimum standards for construction and maintenance as provided under RCW 18.104 (Washington Water Well Construction Act of 1971) and Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of Water Wells).

A well log of the completed well shall be submitted by the driller to the Department of Ecology within thirty (30) days of completion of this well. This well log shall be complete and all information concerning the static water level in the completed well in addition to any pump test data shall be submitted as it is obtained.

Seller's  
Initials    Date

Buyer's  
Initials

Date

HGH 10/15/19 Address: \_\_\_\_\_ Lane \_\_\_\_\_

**Exhibit A**

**RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION**

**Lots Owned By Hangman Corporation**

**As of 10/1/2019**

<b>LOT</b>	<b>BLOCK</b>	<b>ADDRESS</b>
4	23	1702 E. Creekview Lane
5	23	1716 E. Creekview Lane
2	24	1824 E. Tomahawk Lane
3	24	1912 E. Tomahawk Lane
4	24	1918 E. Tomahawk Lane
5	24	1922 E. Tomahawk Lane
6	24	1928 E. Tomahawk Lane
5	25	13419 S. Lookout Lane
6	25	13420 S. Lookout Lane
1	26	11503 S. Fairway Ridge Lane
2	26	11425 S. Fairway Ridge Lane
3	26	11421 S. Fairway Ridge Lane
4	26	11419 S. Fairway Ridge Lane
5	26	11415 S. Fairway Ridge Lane
6	26	11323 S. Fairway Ridge Lane
7	26	11319 S. Fairway Ridge Lane
8	26	11315 S. Fairway Ridge Lane
9	26	11313 S. Fairway Ridge Lane
10	26	11305 S. Fairway Ridge Lane
11	26	11320 S. Fairway Ridge Lane
12	26	11422 S. Fairway Ridge Lane
1	27	11703 S. Elk Run Lane
3	27	11615 S. Elk Run Lane
9	27	11418 S. Elk Run Lane
<b>TOTAL</b>	<b>24</b>	