

**SELLER DISCLOSURE STATEMENT  
COMMERCIAL PROPERTY**

**SELLER:** Janine Hegy  
Seller

To be used in transfers of commercial real estate as defined in RCW 60.42.005. 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 Buyer and Seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 3368 E Highway 101, CITY Port Angeles,

STATE WA, ZIP 98362, COUNTY Clallam ("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 checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there any leased parking? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. 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"/> |
| *F. Are there any rights-of-way, easements, shared use agreements or access limitations? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. 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"/> |
| *H. Are there any zoning violations or nonconforming uses? .....                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*JMH*

1/26  
*JMH*

SELLER'S INITIALS

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT  
 COMMERCIAL PROPERTY**  
 (Continued)

|  | YES                                 | NO                                  | DON'T KNOW               | N/A                      |    |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| *I. Is there a survey for the property?.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 49 |
| *J. Are there any legal actions pending or threatened that affect the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50 |
| *K. Is the property in compliance with the Americans with Disabilities Act? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 51 |
| <b>2. WATER</b>  |                                     |                                     |                          |                          | 54 |
| *Are there any water rights for the property, such as a water right permit, certificate, or claim? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 55 |
| <b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>  |                                     |                                     |                          |                          | 56 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
|  |                                     |                                     |                          |                          | 58 |
| <b>4. STRUCTURAL</b>   |                                     |                                     |                          |                          | 59 |
| *A. Has the roof leaked within the last 5 years? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60 |
| *B. Has any occupied subsurface flooded or leaked within the last five years? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 61 |
| *C. Have there been any conversions, additions or remodeling? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 62 |
| *(1) If yes, were all building permits obtained?.....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 63 |
| *(2) If yes, were all final inspections obtained? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| *D. Has there been any settling, slippage, or sliding of the property or its improvements? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 65 |
| *E. Are there any defects with the following: (If yes, please check applicable items and explain.).....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| <input type="checkbox"/> Foundations   |                                     |                                     |                          |                          | 67 |
| <input type="checkbox"/> Slab Floors   |                                     |                                     |                          |                          | 68 |
| <input type="checkbox"/> Doors   |                                     |                                     |                          |                          | 69 |
| <input type="checkbox"/> Outbuildings  |                                     |                                     |                          |                          | 70 |
| <input type="checkbox"/> Ceilings  |                                     |                                     |                          |                          | 71 |
| <input type="checkbox"/> Exterior Walls  |                                     |                                     |                          |                          | 72 |
| <input type="checkbox"/> Sidewalks   |                                     |                                     |                          |                          |    |
| <input type="checkbox"/> Siding  |                                     |                                     |                          |                          |    |
| <input type="checkbox"/> Interior Walls  |                                     |                                     |                          |                          |    |
| <input type="checkbox"/> Other <u>NONE.</u>  |                                     |                                     |                          |                          |    |
| <input type="checkbox"/> Windows   |                                     |                                     |                          |                          |    |
| <b>5. SYSTEMS AND FIXTURES</b>   |                                     |                                     |                          |                          | 73 |
| *A. Are there any defects in the following systems? If yes, please explain. ....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| (1) Electrical system .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75 |
| (2) Plumbing system .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 76 |
| (3) Heating and cooling systems .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| (4) Fire and security system .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| (5) Carbon monoxide alarms .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79 |
| <b>6. ENVIRONMENTAL</b>  |                                     |                                     |                          |                          | 80 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 81 |
|  |                                     |                                     |                          |                          | 82 |
| *B. 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"/> | 83 |
|  |                                     |                                     |                          |                          | 84 |
| *C. 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"/> | 85 |
| *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? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
|  |                                     |                                     |                          |                          | 87 |
|  |                                     |                                     |                          |                          | 88 |

EMH      Y26  
 SELLER'S INITIALS      Date

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



**SELLER DISCLOSURE STATEMENT  
COMMERCIAL PROPERTY**

**II. NOTICES TO THE BUYER** 138

**1. SEX OFFENDER REGISTRATION** 139

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 140  
AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 141  
AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 142

**III. BUYER'S ACKNOWLEDGEMENT** 143

**1. BUYER HEREBY ACKNOWLEDGES THAT:** 144

- 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 145  
utilizing diligent attention and observation. 146
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by 147  
any real estate licensee or other party. 148
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 149  
provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 150
- D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and 151  
Seller. 152
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 153  
received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 154

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 155  
ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 156  
UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS 157  
FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE 158  
AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR 159  
SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A 160  
SALE AGREEMENT. 161

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND 162  
ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY 163  
REAL ESTATE LICENSEE OR OTHER PARTY. 164

\_\_\_\_\_  
Buyer Date Buyer Date 165

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 167

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 168  
waives Buyer's right to revoke Buyer's offer based on this disclosure. 169

\_\_\_\_\_  
Buyer Date Buyer Date 170

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT** 172

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 173  
However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 174  
the receipt of the "Environmental" section of the Seller Disclosure Statement. 175

\_\_\_\_\_  
Buyer Date Buyer Date 176

JMH 1/26  
SELLER'S INITIALS Date  
26

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