

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

SELLER: MARGARET S. FOOTE JOHN C. FOOTE
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 8142 COMOX LOOP, CITY BLAINE, STATE WA, ZIP 98230, COUNTY WHATCOM ("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.

1. TITLE

YES NO DON'T N/A
KNOW

- A. Do you have legal authority to sell the property? If no, please explain. ☒ ☐ ☐ ☐
- *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? ☐ ☒ ☐ ☐
- *C. Are there any encroachments, boundary agreements, or boundary disputes? ☒ ☐ ☐ ☐
- *D. Is there a private road or easement agreement for access to the property? ☐ ☒ ☐ ☐
- *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? ☒ ☐ ☐ ☐

MCF JUNE 5/24
SELLER'S INITIALS Date

JCF JUNE 5/24
SELLER'S INITIALS Date

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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? | ☐ | ☒ | ☐ | ☐ | 50
51 |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | ☐ | ☒ | ☐ | ☐ | 52
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? | ☒ | ☐ | ☐ | ☐ | 58 |

NOTICE TO BUYER: 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.

2. WATER

A. Household Water

- | | | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------|
| (1) Does the property have potable water supply? | ☒ | ☐ | ☐ | ☐ | 65
66 |
| (2) If yes, the source of water for the property is: ☒ Private or publicly owned water system | | | | | 67 |
| ☐ Private well serving only the property * ☐ Other water system | | | | | 68
69 |
| *If shared, are there any written agreements? | ☐ | ☐ | ☐ | ☐ | 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? | ☐ | ☐ | ☐ | ☐ | 80
81 |
| *(b) If yes, has all or any portion of the water right not been used for five or more successive years? | ☐ | ☐ | ☐ | ☐ | 82
83 |
| (c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? | ☐ | ☐ | ☐ | ☐ | 84
85 |
| *(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | ☐ | ☐ | ☐ | ☒ | 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.) | ☐ | ☐ | ☒ | ☐ | 87
88
89 |
| (a) If yes, has all or any portion of the water right not been used for five or more successive years? | ☐ | ☐ | ☐ | ☐ | 90
91 |
| (b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | ☐ | ☐ | ☐ | ☐ | 92
93 |

MAZ
SELLER'S INITIALS

JUNE 5/24
Date

[Signature]
SELLER'S INITIALS

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Date

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	YES	NO	DON'T KNOW	N/A	
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	☐	☒	☐	☐	94 95 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:					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

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SELLER'S INITIALS Date

[Signature] JUNE 5/24
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	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					130
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	☐	☒	☐	☐	131
					132
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	☒	☐	☐	☐	134
					135
*B. Does any part of the property contain fill dirt, waste, or other fill material?	☒	☐	☐	☐	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	☐	☒	☐	☐	137
					138
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? <u>SEE 7A</u>	☒	☐	☐	☐	139
					<u>LINE 135</u>
*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?	☐	☒	☐	☐	140
					141
					142
*F. Has the property been used for commercial or industrial purposes?	☐	☒	☐	☐	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?	☐	☒	☐	☐	145
					146
*I. Has the property been used as a legal or illegal dumping site?	☐	☒	☐	☐	147
*J. Has the property been used as an illegal drug manufacturing site?	☐	☒	☐	☐	148
*K. Are there any radio towers that cause interference with cellular telephone reception?	☐	☐	☒	☐	149
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
A. Is there a homeowners' association?	☒	☐	☐	☐	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>BIRCH BAY VILLAGE COMMUNIT CLUB</u>					152
					153
					154
B. Are there regular periodic assessments?	☒	☐	☐	☐	155
\$ <u>2,160.00</u> per ☐ month ☒ year					156
☒ Other: <u>SEE ADDENDUM ATTACHED</u>					157
*C. Are there any pending special assessments?	☐	☒	☐	☐	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)?	☒	☐	☐	☐	159
					160
					161
9. OTHER FACTS					162
*A. Are there any disagreements, disputes, <u>encroachments</u> , or legal actions concerning the property?	☒	☐	☐	☐	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?	☐	☒	☐	☐	164
					165

MS
SELLER'S INITIALS

JUNE 5/24
Date

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	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space?	☐	☒	☐	☐	166 167 168
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
<u>SEE ADDENDUM</u>					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

A. Other conditions or defects:					175
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	☐	☒	☐	☐	176 177 178
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

<u>M. Sue Foote</u>	<u>JUNE 5/24</u>	<u>M. Sue Foote</u>	<u>JUNE 5/24</u>	
Seller	Date	Seller	Date	184 185

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).

SEE ADDENDUM ATTACHED.

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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/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

 JUNE 5/24
SELLER'S INITIALS Date

 JUNE 5/24
SELLER'S INITIALS Date

1C Line 46 - Encroachment of drainage pipes: About two years ago our rear property line neighbour on the SE corner extended his 4" drain pipe onto the subject property. This is an encroachment extending about 25' onto the property. See Architectural Control Committee (ACC), specifically Storm Water Control, Sec. 9 a, b & c

1E Line 49 - Service Easement around the perimeter of the subject property - see Declaration of Rights, Reservations, Restrictions and Covenants of Birch Bay Village, specifically Sec. (4)

1H Line 54 - See **8B Line 157** (below)

1J Line 57 - A topographical Sketch Map was completed by Northwest Surveying & GPS 12/28/15
It documented the following features:

1. The contours of the lot showing elevations.
2. The location of the boundaries and corner pins.
3. An encroachment of the fence into the NE corner. (The fence encroachment has been removed.)
4. A Railroad spike was placed in the frontage road (Comox Loop) at EL 32.2' (NGVD29). It defines the maximum building height above the RR Spike as 17.21'
5. Four 4" tile pipes were identified about 25' from the NE Corner of the subject property. Three were about 5' onto the property from the rear property line & the fourth was right on the rear property line.
6. One large 18" C.M.P. was identified in the same general area but about 15' from the rear property line.
7. Rain water falling on this lot follows the contour lines to an 18" CMP at IE 19.1' (elevation) on the frontage road. This outfall drains into the Beaver Pond.

1K Line 58 - See Title Search Document and Birch Bay Village Community Club Rules and Regulations.

7A Line 135 - Surface drainage water enters the N.E. corner of the lot and travels along the North border to the culvert which discharges into the Beaver Pond.

7B Line 136 - Fill material was placed on the property in 1980, when the Marina was being dredged. Two truck loads of spalls were placed on the lot to provide a base for an entrance driveway.

7D Line 139 - See **7A Line 135** (above)

8B Line 157 - Other: A special 15 year assessment of \$3,100.00 started in 2023 with annual payments. The outstanding balance is to be paid by purchaser at the time of escrow.

8D Line 161 - 'Common Areas' include all BBVCC has to offer.

9A Line 163 - See **1C Line 46** and **1J Line 57** (above).

9E Line 170 - Archaeology Report completed by Drayton Archaeology.

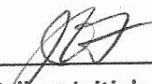
Drayton Technical Report: 0817M

Whatcom County Permit#: CA2017-00312 August 29, 2017.

9E Line 171 - In 2017 we applied for a Natural Resource Permit (CA2017-00312, Address 8142 Comox Loop - BBV, APN: 405123 0496069). We had the Site Sketch (Topographical Survey) done, and obtained the Archaeology Report, however, our plans changed, the permit expired and Covid 19 intervened. The survey and the Archaeology Report will be included with the sale


Sellers Initials

June 5/24
Date


Sellers Initials

June 5/24
Date