

1 David C. Smith, WSBA #29824  
2 201 St. Helens Ave  
3 Tacoma, WA 98402  
4 Phone (253) 272.4777  
5 Fax (253) 461.8888

Hon. Brian D. Lynch  
Hearing Date: June 28, 2017  
Hearing Time: 9:00am  
Location: Courtroom I  
Response Date: June 26, 2017

6  
7 **UNITED STATES BANKRUPTCY COURT**  
8 **WESTERN DISTRICT OF WASHINGTON AT TACOMA**

9 In re:

10 HARRY E WOODWARD IV AND  
11 DORATHA G WOODWARD.

12 Debtors.

No: 13-42422-BDL

**DEBTOR'S MOTION FOR  
APPROVAL OF SALE OF REAL  
PROPERTY**

13  
14 **I. INTRODUCTION**

15 Debtors, Harry and Doratha Woodward (the "Debtors" or Woodward's"), by and  
16 through its counsel, the Law Offices of David Smith, PLLC, respectfully submits this  
17 Motion for Approval of Sale of Real Property (the "Motion"). The proposed sale price is  
18 \$90,000, and the current assessment of the value by Thurston County Assessor's Office is  
19 \$83,800.00. This property is encumbered by Promissory Note held by creditor Bank of  
20 Pacific, with a payoff balance of \$207,956.94. After the cost of sale, taxes and utilities,  
21 Creditor Bank of Pacific has agreed to receive all net proceeds of approximately to satisfy  
22 the debt.  
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**DEBTOR'S MOTION FOR APPROVAL OF SALE OF REAL  
PROPERTY**

Page 1 of 6

**David Clement Smith**  
ATTORNEY AT LAW  
201 Saint Helens Avenue  
TACOMA, WASHINGTON 98402  
TELEPHONE (253) 272-4777  
FAX (253) 461-8888

1 The Debtors believe it is in the best interest of its creditors to complete the sale  
2 and therefore requests that this Court enter an Order approving the Motion.

3 This Motion is supported by the concurrently filed Declaration of David Smith  
4 and the exhibits thereto, and on the records and pleadings on file herein.

5 **I. STATEMENT OF THE CASE**

6 **A. The Sale Agreement.**

7  
8 Debtors filed a Chapter 11 Plan and Disclosure Statement, and are currently  
9 working with objecting parties for approval and confirmation of the Plan. In compliance  
10 with the proposed Plan and Disclosure Statement, Debtors seek approval to sell the non-  
11 core Real Property (the "Property"), described fully below to the proposed buyer, Randal  
12 J. Foster and Zeta A. Kelly. A true and correct copy of the Purchase and Sale Agreement  
13 ("PSA") and a draft Seller's Closing Statement between Debtors and the buyers, is  
14 attached to the Declaration of the David Smith, **Exhibit A**, and is incorporated herein by  
15 reference.  
16

17 **B. The Real Property to be Sold.**

18 The Debtors property to be sold consist of real property located in 4307 Libby  
19 Road NE, Olympia WA 98506 ("Property").  
20

21 Harry and Doratha Woodward seeks the Court approval to sell the Property for  
22 \$90,000.00. The Purchase Price represents the fair market value for the Property. Given  
23 the uncertainty of current economy and lack of other offers, this proposed sale presents  
24 the greatest opportunity to sell the Property. The Property is encumbered by a lien held by  
25  
26

1 creditor Bank of the Pacific. After cost of the sale the net proceeds will go to creditor  
2 Bank of the Pacific. The sale of the property will benefit the estate by the reduction of  
3 secured debt.

4 Close of Escrow shall occur on or before June 30, 2017 following this Court's  
5 Order approving the sale. The remaining terms of the sale transaction are as specified in  
6 the PSA.  
7

### 8 C. The Buyer

9 The buyers Randal J. Foster and Zeta A. Kelly are independent from the sellers  
10 and have no relationship to the sellers. This is an arm's length transaction and both parties  
11 are acting in their own self-interest.  
12

## 13 II. LEGAL AUTHORITY & ARGUMENT

### 14 A. Authority to Sell Property.

15 11 U.S.C. § 363(b)(1), which states in pertinent part as follows: "The trustee, after  
16 notice and a hearing, may use, sell, or lease, other than in the ordinary course of business,  
17 property of the estate[.]" *See*, 11 U.S.C. § 363(b)(1). 11 U.S.C. § 363(f), in pertinent part  
18 provides:  
19

20 **The trustee may sell property under subsection (b) or (c) of this**  
21 **section free and clear of any interest in such property of an entity**  
22 **other than the estate,** only if—

- 23 (1) applicable non-bankruptcy law permits sale of such property  
free and clear of such interest;
- 24 (2) such entity consents;
- 25 (3) such interest is a lien and the price at which such property is  
to be sold is greater than the aggregate value of all liens on  
26 such property;

- 1 (4) such interest is in bona fide dispute; or  
2 (5) such entity could be compelled, in a legal or equitable  
3 proceeding, to accept a money satisfaction of such  
4 interest.

5 In addition, the Debtors have authority to sell pursuant to 11 U.S.C. § 506(d) of  
6 the Bankruptcy Code provides that a that a lien that secures a claim against the debtor that  
7 is not an allowed secured claim, such lien may be void unless it the secured claim is  
8 disallowed only under section 502(b)(5) or 502(e) or because such claim is not an  
9 allowed secured claim due only to the failure of any entity to file a proof of claim under  
10 section 501 of this title.

11 In short, under Section 506 of the code, lien holder does not have a secured  
12 interest in a property if there is no equity to cover that lien.

13 Here, the first Lien holder, Bank of Pacific, has a valid lien up to its secured  
14 amount. The balance due and owing on the loan on the Property is unsecured as it relates  
15 to the sale of the Property and any junior lien holder is also unsecured. Jay Barrett has a  
16 Judgment Lien that is relegated to junior lien holder status and is therefore his debt  
17 unsecured in the Property. See Declaration of David Smith, Exhibit B and C.

18 Therefore, in this case, the second lien holder, Jay Barrett, has an unsecured claim  
19 and therefore such lien is void pursuant section 506(d).

20 The sale of the real property shall be free and clear of the ownership interest of all  
21 record owners, their predecessors and/or successors in interest including any unrecorded  
22 equitable or legal interests in the property. Finally, the Proposed Sale would be free and  
23 clear of all liens and encumbrances before the close of escrow.  
24  
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1 The Proposed Sale is fair and reasonable and is in the best interest of all the  
2 creditors in this case. Considering that no offers has been presented for a greater amount  
3 and since the property has been listed and given the uncertainty of the economy in  
4 general, the Proposed Sale is currently the greatest opportunity to sell the property.

5 Also, the Debtor in Possession may entertain any other better offers up to the date  
6 of the hearing to sell the property. Such offers may yield additional proceeds to the estate  
7 to fund the Chapter 11 Plan and may be considered if presented prior to the hearing date.  
8

9 Accordingly, the Proposed Sale should be approved.

10 **B. Attorney Fees**

11 Section IX of the Chapter 13 Second Amended Plan of Reorganization states that  
12 upon proper notice to the lienholders, consent will be implied if no response to approve,  
13 reject, or submit a competing offer is received within 10 days. However, if a lienholder  
14 rejects or withholds consent and the Court finds that a lienholder has no reasonable basis  
15 to withhold consent, the lienholder *shall* be liable for the fees and costs to approve the  
16 sale. (emphasis added). As described in the Declaration of David Smith, all lien holders  
17 have been informed of the sale as required by the plan. Bank of Pacific has declined to  
18 allow any payment to the second lien holder because no funds are available for such  
19 payment. To date, Counsel for Jay Barrett has not responded to the request to sell and  
20 therefore this motion is necessary to allow the sale to proceed free and clear of liens.  
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**III. CONCLUSION**

For the aforementioned reasons, Harry and Doratha Woodward respectfully request that this Court issue an order granting the following:

1. The Debtors may go forward with the Proposed Sale of the Property as contemplated in the Purchase and Sale Agreement attached to the declaration of David Smith, Exhibit A.
2. Reasonable attorney's fees and costs as authorized by law.
3. Other such and further legal and equitable relief as the Court deems just and proper.

DATED this 16<sup>th</sup> day of June, 2017

The Law Offices of David Smith, PLLC

/s/ David Clement Smith  
David Clement Smith, WSBA #29824  
Attorney for Debtors

# EXHIBIT A

Ron Hill

Residential Agent Detail Report

Listing # 648781 4307 Libby Rd NE , Olympia 98506 STAT: Active LP: \$99,000  
County Thurston LT: BLK: CMTY: Olympia PRJ:



Type: Residential CDOM: 1015  
AR: 445 TAX: 12936140801 OLP: \$149,000  
MAP: GRD: Internet: Yes  
DD: Boston Harbor Rd. Right on 36th. FIN:  
Left on Libby. LD: 06/07/2014  
XD: 12/15/2017  
OMD:

LAG: Ron Hill (771116) PH: (360) 357-7779 x1  
FAX: (360) 357-7974 PH Type: Office  
LO: Group 7 Inc., Real Estate Serv (280) PH: (360) 357-7779 x1  
SOC: 3.0 Cmnts:  
CLA: PH:  
CLO: PTO: No F17: Provided  
OTVP: Tenant OCC: Tenant  
OWN: Woodward OPH: (360) 786-6341  
KEY: Appointment, Owner-Call First  
PTS: (360) 786-6341 OAD: Olympia, WA  
POS: Sub. Tenant's Rights  
TRM: Cash Out  
HOD:  
TXS: \$629 TXY: 2014 SNR: No MOR: \$895

SFF: 840 SFU:  
ASF: 840 SFS: Realist  
Community Feat:  
SPA: SAA: AFH:

Right of First Refusal:

BR: 2 BDA: BTH: 1.00 FBT: 1 QBT: 0 HBT: 0 FP Ttl: 0 TOF:

G L M U ACR: 0.680 LSF: 29,621  
BR: 0 0 0 VEW: LSZ:  
FUL: 0 0 0 0 WFT: WFG:  
3/4: 0 0 0 0 LTV:  
1/2: 0 0 0 0 LDE: POL:  
FP: SIT:

GR: None GAR: 0 STY: 20 - Manuf-Single Wide  
BLD: YBT: 1971 NC: FND:  
BDI: Manufactured Home ARC:  
BDC: RF: Composition  
EXT: Metal/Vinyl BSM:  
MHM: MHS: MHN:  
ENS: Electric HTC: Forced Air  
WHT: LSD: FLS:  
FEA:  
APS:

WAS: Individual Well WAC: SD: Olympia EL:  
SWR: Septic SWC: JH: SH:  
Green Cert: POC: BUS: BUS RTE:  
Zoning Jur: Zoning Code 3rd Party Aprvl Req: None Bank/REO Owned Y/N: No  
Built Green HERS Score EPS Score LEED:  
NWMLS Cert: Cnstrct Mthds

Agent Only Remarks: Tenant occupied. Call owner for appointment to show. Subject to bankruptcy court approval.

Marketing Remarks: Large lot in a popular area. Single wide mobile in good condition. Fenced back yard could be used for horses.





105 8th Ave SE, Olympia, WA 98501  
Phone: 360-943-7300 Fax: 360-357-8562

March 29, 2017

Group 7 Inc. Real Estate Services  
915 Trooper RD SW  
Olympia, WA 98501

LISTING AGENT: Ron Hill  
SELLING AGENT: Ron Hill/Group 7 Inc. Real Estate Services  
ESCROW NO. TH9788  
PROPERTY: 4307 LIBBY RD NE, OLYMPIA, WA 98506  
SELLER: HARRY WOODWARD and GAIL WOODWARD  
BUYER: RANDAL J. FOSTER and ZETA A. KELLY

Thank you for opening this escrow with us. We look forward to a successful and smooth closing of this transaction.

Your closing officer will be **Darla J. Wilkins**. Please do not hesitate to call us at any time concerning this transaction.

We have sent a copy of the preliminary commitment for title insurance and escrow instructions to both the buyer and seller. A copy of the preliminary commitment should have already been sent to you. If you have not received it, please call and we will get it over to you immediately.

Please furnish us a commission disbursement authorization or demand for the collection and disbursement of the commission earned. You may use the attached form if it is convenient. You may fax this form to my attention for our files. No fax cover sheet is required.

Again, thank you for allowing us this opportunity to be of service to you.

Sincerely,

**Mackenzie Holt**  
Escrow Assistant

**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 24, 2017 1

between Randal J Foster Zeta A Kelly ("Buyer") 2  
Buyer Buyer

and Harry Woodward Gail Woodward ("Seller") 3  
Seller Seller

concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

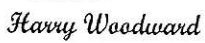
Closing date shall be extended to 7/15/2017, or sooner when Barret lien has been removed. 6

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Authentisign  
  
 5/31/2017 1:48:38 PM PDT  
 Buyer's Initials Date

Authentisign  
  
 5/31/2017 1:54:17 PM PDT  
 Buyer's Initials Date

Authentisign  
  
 5/31/2017 2:52:48 PM PDT  
 Seller's Initials Date

Authentisign  
  
 5/31/2017 2:53:36 PM PDT  
 Seller's Initials Date

Form 25  
Vacant Land Purchase & Sale  
Rev. 2/17  
Page 1 of 5

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### VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

- Date: March 21, 2017      MLS No.: 648781      Offer Expiration Date: 03/23/2017
- Buyer: Randal J Foster      Zeta A Kelly      A married couple  
Buyer      Buyer      Status
- Seller: Harry Woodward      Gail Woodward  
Seller      Seller
- Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 12936140801  
4307 Libby Rd NE      Olympia      Thurston      WA      98506  
Address      City      County      State      Zip
- Purchase Price: \$ 90,000.00      Ninety Thousand      Dollars
- Earnest Money: \$ 2,000.00       Check,  Note,  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)
- Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company: Thurston County Title
- Closing Agent: Thurston County Title      Harry Woodward  
Company      Authentisign  
3/23/2017 8:27:30 AM PDT
- Closing Date: 6/21/2017 5-31-17      Possession Date:  on Closing;  Other Subject to tenant      OR sooner if Escrow is ready  
Authentisign  
3/23/2017 11:11:27 AM PDT
- Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
- Charges/Assessments Levied Before but Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA): Seller  is;  is not a foreign person for purposes of U.S. income taxation
- Subdivision; The Property:  must be subdivided before \_\_\_\_\_;  is not required to be subdivided
- Feasibility Contingency Expiration Date:  30 days after mutual acceptance;  Other \_\_\_\_\_
- Agency Disclosure: Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties
- Addenda: 22D(Optional Clauses)      22K(Utilities)      22R(Well Addendum)      22STC (Thurston Septic)

Randal J Foster      3/21/17  
Buyer's Signature      Date

Zeta A Kelly      3/21/17  
Buyer's Signature      Date

2425 46th Ave NE  
Buyer's Address

Olympia WA 98506  
City State, Zip

(360) 870-2526      Zeta.Kelly@gmail.com  
Phone No      Fax No

randy@artisansgroup.com  
Buyer's E-mail Address

Group 7 Inc., Real Estate Serv      280  
Selling Firm      MLS Office No

Ron Hill      771116  
Selling Broker (Print)      MLS LAG No

(360) 357-7779      (360) 357-7779      (360) 357-7974  
Firm Phone No      Broker Phone No      Firm Fax No

Group7Realty@gmail.com  
Selling Firm Document E-mail Address

group7realty@gmail.com  
Selling Broker's E-mail Address

11420      3416  
Selling Broker DOL License No.      Selling Firm DOL License No

Harry Woodward  
Seller's Signature      Date  
3/23/2017 8:30:58 AM PDT

Gail Woodward  
Seller's Signature      Date  
3/23/2017 8:30:58 AM PDT

Seller's Address  
Olympia, WA  
City State, Zip

(360) 786-6341  
Phone No      Fax No

6.ProustGail@gmail.com  
Seller's E-mail Address

Group 7 Inc., Real Estate Serv      280  
Listing Firm      MLS Office No

Ron Hill      771116  
Listing Broker (Print)      MLS LAG No

(360) 357-7779      (360) 357-7779      (360) 357-7974  
Firm Phone No      Broker Phone No      Firm Fax No

Group7Realty@gmail.com  
Listing Firm Document E-mail Address

group7realty@gmail.com  
Listing Broker's E-mail Address

11420      3416  
Listing Broker DOL License No      Listing Firm DOL License No

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

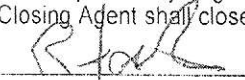
b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

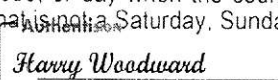
c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

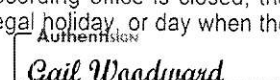
d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the

  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

  
Harry Woodward  
3/23/2017 8:27:58 AM PDT Date \_\_\_\_\_

  
Gail Woodward  
3/23/2017 8:31:01 AM PDT Date \_\_\_\_\_

### VACANT LAND PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

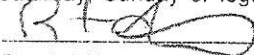
h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.



i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

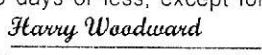
j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

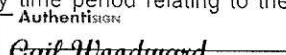
Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of time shall be in business days, except for any time period relating to the

  
Buyer's Initials      Date

        
Buyer's Initials      Date

  
Seller's Initials      Date

  
Seller's Initials      Date

3/23/2017 8:31:02 AM PDT

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

- Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- i. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
  - m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
  - n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
    - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
    - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
  - o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
  - p. **Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
  - q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
  - r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
  - s. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
  - t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to

Buyer's Initials: RF Date: 3/21/17

Buyer's Initials: ZK Date: 3/21/17

Authentisign  
Harry Woodward  
3/21/17 8:27:11 AM PDT Date

Authentisign  
Gail Woodward  
3/21/17 8:12:02 AM PDT Date

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 174 175

u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 195 196

v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 197 198 199 200

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 201 202 203 204

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222

RJ 3/21/17  
Buyer's Initials Date

ZL 3/21/17  
Buyer's Initials Date

Authentisign  
Harry Woodward  
3/23/2017 8:27:41 AM PDT  
Seller's Initials Date

Authentisign  
Gail Woodward  
3/23/2017 8:31:03 AM PDT  
Seller's Initials Date

OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 21, 2017

between Randal J Foster Zeta A Kelly ("Buyer")  
Buyer Buyer

and Harry Woodward Gail Woodward ("Seller")  
Seller Seller

concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property").  
Address City State Zip

CHECK IF INCLUDED:

1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction.

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy:

**Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance.

**Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer.

3.  **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession.

4.  **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines.

5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a:  
 public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_;  
 irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  
 cable,  electricity;  other \_\_\_\_\_.

6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:

WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_  
CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_  
OTHER INSULATION DATA: \_\_\_\_\_

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale:  propane tank;  security system;  satellite dish and operating equipment;  other \_\_\_\_\_.

RJ 3/21/17 ZK 3/21/17  
Buyer's Initials Date Buyer's Initials Date

Authentisign  
Harry Woodward  
3/21/2017 12:12 AM PDT Date

Authentisign  
Gail Woodward  
3/21/2017 12:14 AM PDT Date



**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- 8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
  - a. Association rules and regulations, including, but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and
  - e. Association financial statements from the prior two (2) years and current operating budget.

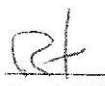

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

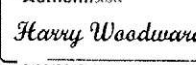
- 9.  **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by  Buyer;  Seller (Seller if not filled in).

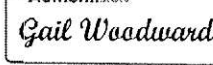
- 10.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

- 11.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
  - a. Home warranty provider: \_\_\_\_\_
  - b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
  - c. Options to be included: \_\_\_\_\_ (none, if not filled in).
  - d. Other: \_\_\_\_\_

- 12.  **Other.**


 3/21/17
 
 3/21/17  
 Buyer's Initials      Date      Buyer's Initials      Date

Authentisign  
  
 3/23/2017 8:27:43 AM PDT  
 Seller's Initials      Date

Authentisign  
  
 3/23/2017 8:31:05 AM PDT  
 Seller's Initials      Date

IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 21, 2017 1  
between Randal J Foster Zeta A Kelly ("Buyer") 2  
Buyer Buyer  
and Harry Woodward Gail Woodward ("Seller") 3  
Seller Seller  
concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property"). 4  
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows. 7

WATER DISTRICT: 8

Name \_\_\_\_\_ 9

Address \_\_\_\_\_ 10

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 11

SEWER DISTRICT: 12

Name \_\_\_\_\_ 13

Address \_\_\_\_\_ 14

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 15

IRRIGATION DISTRICT: 16

Name \_\_\_\_\_ 17

Address \_\_\_\_\_ 18

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 19

GARBAGE 20

Name \_\_\_\_\_ 21

Address \_\_\_\_\_ 22

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 23

ELECTRICITY 24

Name \_\_\_\_\_ 25

Address \_\_\_\_\_ 26

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 27

GAS 28

Name \_\_\_\_\_ 29

Address \_\_\_\_\_ 30

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 31

SPECIAL DISTRICT(S): 32

(local improvement districts or 33

utility local improvement districts) 34

Name \_\_\_\_\_ 35

Address \_\_\_\_\_ 36

City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement. Seller shall provide the Listing 30  
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31  
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32  
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34  
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

<u>RF</u>	<u>3/21/17</u>	<u>ZK</u>	<u>3.21.17</u>	Authentisign <u>Harry Woodward</u>	Authentisign <u>Gail Woodward</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

WELL ADDENDUM TO  
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 21, 2017  
between Randal J Foster Zeta A Kelly ("Buyer")  
Buyer Buyer  
and Harry Woodward Gail Woodward ("Seller")  
Seller Seller  
concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property").  
Address City State Zip

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL OR WATER SUPPLY SYSTEM SERVING THE PROPERTY.

1. **Number of Connections.** Seller represents that the well currently has \_\_\_\_\_ (one, if not filled in) connection(s).
2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the well and water supply system serving the Property (a) provide an adequate supply of household and yard water for Seller's use; (b) are not presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other material defects.
3. **Well Documents.** Seller shall deliver to Buyer all documents in Seller's possession associated with the well, including, but not limited to shared well agreements and maintenance records, within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance.
4. **Well Inspection Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the well and water supply system serving the Property. Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and water supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate, purity standards (organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) completed at Buyer's expense. This contingency shall be waived unless Buyer gives written notice of disapproval of the inspection report within \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
5. **Other.**

RJF 3/21/17 ZAK 3.21.17  
Buyer's Initials Date Buyer's Initials Date

Authentisign  
Harry Woodward  
3/23/2017 8:27:45 AM PDT  
Seller's Initials Date

Authentisign  
Gail Woodward  
3/23/2017 8:31:07 AM PDT  
Seller's Initials Date

THURSTON COUNTY SEPTIC ADDENDUM TO  
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 21, 2017

between Randal J Foster Zeta A Kelly ("Buyer")  
Buyer Buyer

and Harry Woodward Gail Woodward ("Seller")  
Seller Seller

concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property").  
Address City State Zip

THIS ADDENDUM SUPERCEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY.

1. Type of OSS. The Property is:
  - Served by a private septic system
  - Served by a shared septic system
2. Seller's Representations. Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects.
3. Maintenance Records. Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance.
4. Thurston County Sanitary Code.
  - a. Sanitary Code. Seller shall retain an OSS Professional certified by Thurston County to inspect the OSS as required by Thurston County Public Health and Social Service Department Sanitary Code Article IV ("Sanitary Code") § 16.8, who shall prepare an inspection report ("Inspection Report").
  - b. Inspection. The inspection of the OSS shall include (i) an evaluation of all OSS components serving the Property; (ii) pumping of all sewage tanks, unless the sewage tanks were pumped and inspected within 12 months prior to the date the property transfer application was submitted by Seller as required by Thurston County, a pumping inspection report was submitted by Seller as required by Thurston County, and all components are functioning properly at the time of the OSS evaluation; and (iii) be conducted by a certified monitoring specialist (as defined in Sanitary Code § 23.8.3) for any OSS type listed under Sanitary Code § 16.6
    - Buyer's Right to Attend Inspection. If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.
  - c. Inspection Report. Seller shall provide Buyer with a copy of the Inspection Report within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance. The Inspection Report shall (i) be signed by the OSS Professional who conducted the inspection; (ii) be submitted on a form approved by Thurston County; (iii) include a sketch of the OSS on a form approved by Thurston County (only if as-built or record drawings are not on file with Thurston County); (iv) be filed with Thurston County; and (v) be provided to Buyer. The Inspection Report shall be valid for 12 months unless any condition reported in the report or sketch is known by Seller or the OSS Professional to have materially changed.
5. Inspection Contingency. Buyer's obligations under this Agreement are contingent on Buyer's approval of the Inspection Report. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the Inspection Report within \_\_\_\_\_ days (5 days if not filled in) after receipt of the Inspection Report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
6. Other.
 

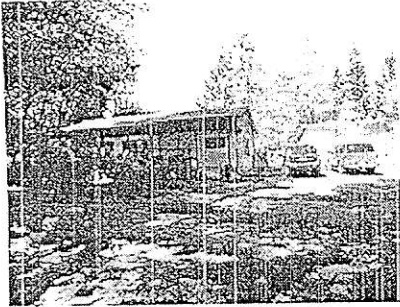
Buyer shall be responsible for septic pump and time of transfer certificate if necessary at no cost to seller.

RF 3/21/17 EW 3.21.17  
Buyer's Initials Date Buyer's Initials Date

Authentisign  
Harry Woodward  
3/23/2017 8:27:46 AM PDT  
Seller's Initials Date

Authentisign  
Gail Woodward  
3/23/2017 8:31:03 AM PDT  
Date

# 4307 Libby Rd Ne, Olympia, WA 98506-2522, Thurston County



2	840	29,621	\$99,000	Active Listing
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS List Price	
1	1971	MBL HM	06/07/2014	
MLS Baths	Yr Built	Type	MLS List Date	

## Owner Information

Owner Name (LN FN):	Woodward Harry	Tax Billing City & State:	Olympia, WA
Owner Name 2 (LN FN):	Woodward Gail	Tax Billing Zip:	98507
Tax Billing Address:	Po Box 805	Tax Billing Zip+4:	0805

## Location Information

Zip Code:	98506	Neighborhood Code	16w1-16w1
School District Name:	Olympia	Carrier Route	R019
School District Code:	150	Zoning	RRR1/5
Census Tract	121.00	Range/Township/Section/Quarter:	2W-19N-36-NE

## Tax Information

Tax ID:	129-36-140801	% Improved:	12%
Parcel ID:	12936140801	Tax Area:	150
Legal Description:	SECTION 36 TOWNSHIP 19 RANGE 2W QUARTER SE NE APPRAISAL COMBINATION FOR TAX PURPOSES ONLY: PARCEL 1: BEG PT ON E LN OF SEC 36 1420F S FROM NE COR; PARCEL 2: COM 1420F S OF NE COR S 100F W		

## Assessment & Tax

Assessment Year	2015	2014	2013
Assessed Value - Total	\$84,100	\$80,300	\$86,650
Assessed Value - Land	\$73,600	\$69,500	\$77,650
Assessed Value - Improved	\$10,500	\$10,800	\$9,000
Market Value - Total	\$84,100	\$80,300	\$86,650
Market Value - Land	\$73,500	\$69,500	\$77,650
Market Value - Improved	\$10,500	\$10,800	\$9,000
YOY Assessed Change (\$)	\$3,800	-\$6,350	
YOY Assessed Change (%)	4.73%	-7.33%	
Total Tax	Tax Year	Change (\$)	
\$7,018	2013		
\$9,052	2014	\$2,034	
\$1,172	2015	-\$7,880	

*addendum A*

*Good 3/24/17*

*Libby 3/21/17*

Authentisign  
*Harry Woodward*  
 3/23/2017 8:27:26 AM PDT

Authentisign  
*Gail Woodward*  
 3/23/2017 8:31:09 AM PDT

## Characteristics

Lot Acres:	0.68	Full Baths:	MLS: 1
Lot Area:	29,621	Condition:	Average
Land Use:	Mobile Home	Quality:	Fair
County Land Use:	Mobile Home	Water Source:	Well
State Land Use:	Residences	Sewer:	Septic Tank
Year Built:	1971	Heat Type:	Forced Air
Total Living Sq Ft:	840	Patio Type:	Covered Patio
Above Gnd Sq Ft:	840	Patio/Deck 1 Area:	1,218
Gross Area:	840	Roof Material:	Metal
Ground Floor Sq Ft:	840	Exterior:	Metal
Bedrooms:	MLS: 2	Floor Cover:	Carpet

Courtesy of Ronald Hill

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

## Property Detail

Generated on 06/23/2016

Page 1 of 3

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 21, 2017 1  
between Randal Foster Zeta Kelly ("Buyer") 2  
Buyer Buyer  
and Harry Woodward Gail Woodward ("Seller") 3  
Seller Seller  
concerning 4307 Libby Rd NE Olympia WA 98506 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

After purchaser's 30 day feasibility period has ended with purchaser not withdrawing this offer, the earnest money shall become non-refundable if this transaction fails to close through no fault of the seller. 6  
7  
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Gail Woodward is a licensed agent in the state of Washington. 9  
10

This offer is subject to approval of Bank of the Pacific and the federal bankruptcy court. 11  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

RF 3/21/17 ZK 3.21.17 Harry Woodward Gail Woodward  
Buyer's Initials Date Buyer's Initials Date 3/23/2017 8:27:53 AM PDT Seller's Initials Date 3/23/2017 8:31:10 AM PDT Seller's Initials Date



105 8th Ave SE, Olympia WA 98501 • 360-943-7300

**SELLER'S CLOSING STATEMENT**

**Seller:** HARRY WOODWARD and GAIL WOODWARD  
**Buyer:** RANDAL J. FOSTER and ZETA A. KELLY  
**Property Address:** 4307 LIBBY RD NE , OLYMPIA, WA 98506  
**Escrow No.:** TH9788  
**Close Date:** 6/30/2017      **Proration Date:**      **Date Prepared:** 6/14/2017

**Purchase Price** **\$90,000.00**

**Credits**

County Property Taxes      From 06/30/2017 Thru 06/30/2017      \$3.23

**Total Credits** **\$3.23**

**Expenses**

escrow fee	To Thurston County Title Company	\$450.00
record SWD	To Thurston County Title Company	\$74.00
escrow fee sales tax	To Thurston County Title Company	\$39.60
excise tax & tech fee	To Thurston County Treasurer	\$1,607.00
invoice	To Unisearch	\$70.00
commission	To GROUP 7 REALTY	\$5,400.00
delinq taxes	To Thurston County Treasurer	\$12,322.55
payoff Deed of Trust		\$206,507.81
Payoff Judgements (2) to Barrett		\$20,000.00
Title Insurance	To Thurston County Title Company	
Owner:		\$525.50

OLDREPUB--WA07012016 - WA -  
 GSR4/A4: SHORT TERM RATE  
 GENERAL

**Total Expenses** **\$246,996.46**

**Balance Due From Seller** **(\$156,993.23)**

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursement made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursement as shown on the attached statement and approve same for payment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 HARRY WOODWARD

\_\_\_\_\_  
 GAIL WOODWARD

**Thurston County Title Company**