

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 12, 2010 1
between Woodland School District ("Buyer") 2
and Johnson ("Seller") 3
concerning 763 2ND St., Woodland, WA 98674 ("the Property"). 4

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee 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 within the inspection contingency period. 6-10
2. **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, 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, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 11-15
3. **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the policy provided for in the purchase and sale agreement. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for the policy provided for in the purchase and sale agreement and the cost of any survey required by the title insurer. 16-20
4. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 21-28
5. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29-32
6. **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) _____; 33-34
 irrigation water (specify provider) _____; natural gas; telephone; 35
 cable; electricity; other _____ 36

Initials: BUYER: WSD DATE: 1/12/10 SELLER: [Signature] DATE: 1/12/10 37
BUYER: _____ DATE: _____ SELLER: [Signature] DATE: 1-12-10 38

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
(continued)

7. **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: _____
8. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing:
- propane tank; security system; satellite dish; other _____
- Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease.
9. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
1. Association rules and regulations, including, but not limited to architectural guidelines;
 2. Association meeting minutes from the prior two (2) years;
 3. Association Board of Directors meeting minutes from the prior six (6) months; and
 4. Association financial statements from the prior two (2) years.
- 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, 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.
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. **Other.**

Initials: BUYER: WJH DATE: 1/12/10 SELLER: DF DATE: 1/12/10

BUYER: _____ DATE: _____ SELLER: NS DATE: 1-12-10

**TITLE CONTINGENCY
ADDENDUM TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated January 12, 2010
between Woodland School District ("Buyer")
and Johnson ("Seller")
concerning 763 2ND St., Woodland, WA 98674 ("the Property")

1. Title Contingency. This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to determine that they are consistent with Buyer's intended use of the Property. Buyer shall have _____ days (5 days if not filled in) from mutual acceptance of this Agreement or from the date of Buyer's receipt of the preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are contained in the preliminary commitment and may not object to matters not contained therein.

Seller shall have _____ days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.

2. Supplemental Title Reports. If Buyer receives supplemental title reports that disclose new exception(s) to the title commitment, then the time periods and procedures for notice, correction, and termination above shall apply to the date of Buyer's receipt of the supplemental title report.

3. Marketable Title. This Addendum does not relieve Seller of the obligation to provide marketable title at closing as provided in the Agreement.

Initials: BUYER: WSD DATE: 1/12/10 SELLER: DJP DATE: 1/12/10
BUYER: _____ DATE: _____ SELLER: NOJ DATE: 1-12-10

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 12, 2010 1
between Woodland School District ("Buyer") 2
and Johnson ("Seller") 3
concerning 763 2ND St., Woodland, WA 98674 ("the Property"). 4

1. **a. INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections 5
of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and with- 6
out limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with 7
building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/ 8
stability inspection. 9

Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, 10
and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property with- 11
out first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer 12
shall restore the Property and all improvements on the Property to the same condition they were in prior to the 13
inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on 14
Buyer's behalf. 15

BUYER'S NOTICE. This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless within _____ 16
days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives 17
notice (1) approving the inspection and waiving this contingency; (2) disapproving the inspection and terminating the 18
Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the Property or modifi- 19
cations to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money 20
shall be refunded to Buyer. If Buyer proposes repairs to the Property or modifications to the Agreement, including 21
adjustments to the purchase price or credits for repairs to be performed after closing, the parties shall negotiate as 22
set forth in paragraph 1.c, below. The parties may use NWMLS Form 35R to give notices required by this 23
Addendum. 24

ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived 25
and Seller shall not be obligated to make any repairs or modifications. 26

b. Additional Inspections. If an inspector so recommends, Buyer may obtain further evaluation of any item by a 27
specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides 28
Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer 29
gives timely notice of additional inspections, Buyer shall have _____ (5 days if not filled in) after giving the notice 30
to obtain the additional inspection(s) by a specialist. 31

c. Buyer's Requests for Repairs or Modifications. If Buyer requests repairs or modifications under paragraph 32
1.a above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and replies made in 33
accordance with the following procedures are irrevocable for the time period provided. 34

(i) Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days if 35
not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to 36
the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by 37
Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or 38
modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall 39
be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or 40
modifications, Buyer shall have an opportunity to reply, as follows: 41

(ii) Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall 42
have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller 43
fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response 44
at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove 45
the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 46

Initials: BUYER: WSD DATE: 1/12/10 SELLER: DJ DATE: 1/12/10 47
BUYER: _____ DATE: _____ SELLER: DJ DATE: 1-12-10 48

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT
(continued)

ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

d. Repairs. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's repairs are subject to reinspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such reinspection.

e. Oil Storage Tanks. Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

f. Licensed Home Inspector. If the person performing the inspection is required to be licensed under Chapter 18.280 RCW, then that person must be so licensed.

2. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

3. NEIGHBORHOOD REVIEW CONTINGENCY. Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

4. PREINSPECTION CONDUCTED. Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

5. WAIVER OF INSPECTION. Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

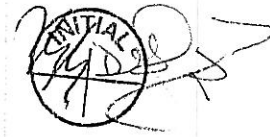
Initials: BUYER: YJS DATE: 1/12/10 SELLER: D&P DATE: 1/12/10 90
BUYER: _____ DATE: _____ SELLER: NSJ DATE: 1-12-10 91

**** This is the tax bill as it was mailed out in February. Subsequent changes to the tax bill are not reflected in this PDF.**

Make Checks Payable to:
Cowlitz County Treasurer
207 4th Ave. N.
Kelso, WA 98626

Conveyance History

| Reception | Book | Page | Grantor |
|-----------|------|------|--------------------------------------|
| 3333014 | | | WILLIAMS JUDY AUGUST |
| 831222040 | 964 | 991 | WALKER MELVIN L/MARGIE A |
| 951004091 | 1212 | 1499 | AUGUST RONALD D/JUDI L |
| 830818017 | 957 | 1188 | FIRST INTERSTATE BANK OF WA |



Property Details

[Click here to view historical property details.](#)

Timber Moratorium ExpirationDate None

Timber Moratorium Fee Number None

Short Plat/Large Lot #

Model: LAND

LAND_USE 101

NBHD 161

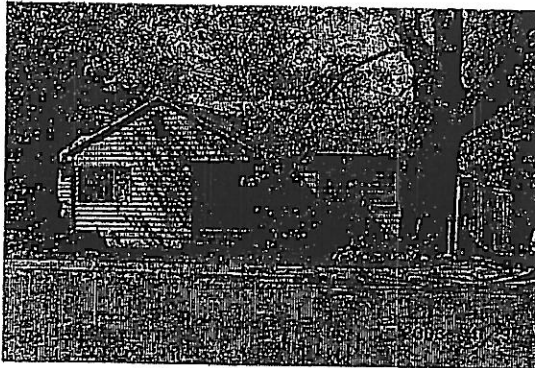
SINGLE FAMILY RESIDENCE
161 - WOODLAND WEST OF I-5

Model: SFR

FIRST 1073

YR_BUILT 1946

Photographs



Home Assessor Treasurer Permits

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