

ADDENDUM TO CALL FOR SEALED BIDS
FOR SALE OF SURPLUS REAL ESTATE – PARCEL A

February 23, 2011

To: All Bidders and Prospective Bidders

Douglas County has issued a Notice of Call for Sealed Bids for the sale of surplus property. This Addendum supplements and modifies the Notice of Call for Sealed Bids and all related bidding documents, real estate purchase and sale agreements and conveyance documents relating to the sale of Parcel A, which consists of a structure on approximately 1.53 acres and is also known as Chelan County TPN 222005320300.

On February 22, 2011, Douglas County received a Draft Report issued by NVL Laboratories, Inc. on February 21, 2011. The Draft Report is a Bulk Asbestos Fibers Analysis of an interior ceiling sample taken from the structure on Parcel A. The Draft Report found the sample contained 3% Chrysotile, a form of asbestos. A result exceeding 1% is considered Asbestos Containing Material.

Douglas County believes the sample analyzed is representative of the interior ceiling throughout the structure. Douglas County did not sample other areas or materials within the structure. However, based upon the age of the structure, it is possible that Asbestos Containing Materials may exist in other areas or materials.

The Asbestos Containing Materials within the structure on Parcel A are encapsulated. So long as Asbestos Containing Materials remain encapsulated, no removal or remediation measures are required. In the event the purchaser of Parcel A, or the purchaser's successors and assigns, wish to remodel the interior of the structure and remove and replace the interior ceilings, then specialized removal and disposal procedures will be required with regard to Asbestos Containing Materials.

Depending upon the intended use of the structure on Parcel A by the purchaser or the purchaser's successors and assigns, Federal and state laws may require removal of Asbestos Containing Materials even if such materials are encapsulated.

Paragraph 4 of the Real Estate Purchase and Sale Agreement for Parcel A is hereby modified as follows:

4. Conveyance. Title shall be conveyed by SELLER to PURCHASER by statutory warranty deed and shall be subject to all easements, restrictions, reservations and encumbrances apparent and of record. Further, the Grantee and their successors and assigns, shall indemnify and hold Douglas County harmless from any and all claims relating to the existence of Asbestos Containing Materials within the structure located on the real estate.

Paragraph 12 of the Real Estate Purchase and Sale Agreement for Parcel A is hereby modified as follows:

12. Seller's Representations. SELLER represents that the structure on the real estate contains Asbestos Containing Materials. SELLER makes further no representations to PURCHASER regarding the condition of the real estate, improvements and other property sold to PURCHASER other than those representations contained in this Agreement. PURCHASER accepts the real estate in AS IS condition. PURCHASER has no right to rely upon any prior written or oral statements or representations unless contained in this Agreement.

PURCHASER agrees to indemnify and hold Douglas County harmless from any and all claims relating to the existence of Asbestos Containing Materials within the structure located on the real estate.

Based upon the issuance of this Addendum, bids conveyed to Douglas County prior to February 25, 2011, may, at the option of the bidder, be withdrawn.