

**ADDENDUM TO  
Invitation, Bid, and Acceptance  
Sale of Real Property by the United States**

This Addendum, dated this 29<sup>th</sup> day of March, 2011 does hereby amend that certain Invitation, Bid, and Acceptance Sale of Real Property by the United States, dated March 29, 2011, by and between \_\_\_\_\_  
Buyer and the United States, Seller, as follows:

Buyer has paid earnest money in the sum of \_\_\_\_\_ Dollars

in the form of check(s) for \$\_\_\_\_\_ which must be bankable the following business day, however Broker reserves the right to deposit the funds no later than 10 days after mutual acceptance of this agreement. Funds will be deposited with Security Title Guaranty . The earnest money will be applied as a credit to Buyer on the closing of the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Grant County, Washington, legally described as follows:

**See Attached Legal Description**

Buyer has inspected the property and is familiar with the conditions of all property which is the object of this Agreement.

Buyer accepts and agrees to purchase the property which is the object of this Agreement in its present condition.

**AS-IS/WHERE-IS SALE:** SELLER makes no representations or warranties of any kind whatsoever to PURCHASER, except as expressly set forth in this Agreement. Without limitation to the generality of the foregoing, PURCHASER acknowledges and agrees as follows:

- a. That the property is to be conveyed by SELLER to PURCHASER in “AS-IS/WHERE-IS” condition, with any and all faults. PURCHASER acknowledges that the unconditional “as-is” nature of this transaction is a material inducement to SELLER to enter into this Agreement and to sell the property to PURCHASER at the purchase price and upon the other terms and conditions set forth herein.
  
- b. That except as specifically set forth in this Agreement, SELLER has not made, does not hereby make, and shall not make and expressly disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or nature whatsoever, whether express or implied, oral or written, past or present, with respect to the property, including but not limited to the following: (1) the nature, quality or condition of the soil, water rights, water (if any) or geology of the property, (2) existing conditions of the property for any particular purpose of development potential, (3) any income to be derived from the property, (4) the suitability of the property for any and all activities and uses which PURCHASER or any other party may conduct thereon, (5) the compliance of the property with any laws, rules, ordinances, covenants, conditions or restrictions of any governmental authority or any other person, (6) the

habitability, merchantability or fitness of the property for any purpose, (7) the design of any improvements located on the property, (8) the nature or quality of construction, structural design, and/or engineering of such improvements, (9) the quality of labor and/or materials (including the composition thereof) used in such improvements, (10) the condition of the property with respect to any materials or substances which may now or hereafter be considered by any governmental authority or any other person to be dangerous, explosive, flammable, infectious or otherwise hazardous, and/or (11) any other matters with respect to the property. The disclaimer made in respect to solid waste, as defined by the United States Environmental Protection Agency regulations at 40 CFR Part 261 and/or the disposal of solid waste; and the existence of any hazardous substance as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the regulations promulgated there under, as well as any comparable state or local laws, ordinances, rules or regulations.

- c. PURCHASER hereby acknowledges and agrees that PURCHASER has been given the opportunity to inspect the property as PURCHASER sees fit, and PURCHASER shall rely solely on such investigations and on such explicit representations or warranties as SELLER may make in this Agreement and not on any other information furnished by SELLER in making PURCHASER'S decision to purchase or not to purchase the property.
- d. Except for such rights of PURCHASER as result from SELLER'S explicit representations or contractual obligations hereunder, from and after the closing, PURCHASER hereby assumes all risks associated with ownership of the property and any defects that may be located thereon or associated therewith of any type or nature whatsoever, and PURCHASER shall be solely responsible for and shall indemnify, protect, defend and hold SELLER harmless from, all costs (including attorneys' fees and court costs), expenses and all other claims, demands, costs, expenses, causes of action or other matters incurred in or associated with such ownership and with the presence, removal or repair of any such defect; provided, however, the indemnity of PURCHASER as set forth in this Section shall not extend to any third party claims brought directly against SELLER as a result of an event which occurred prior to the closing date.

**TAX CLASSIFICATION:** It is understood between the parties that the property has been classified as open space land, farm and agricultural land, or timber land under Chapter 84.34 R.C.W. The Purchaser shall sign a Notice of Classification Continuance as a part of the Real Estate Excise Tax Affidavit in connection with this transaction. In the event all or a portion of such designation shall be removed, any additional or compensating tax imposed as a result thereof and any applicable interest or penalty thereon shall be paid by the Purchaser.

Buyer shall pay all closing costs including, but not limited to, title insurance premiums, survey costs, if any, excise tax, if any, recording fees, escrow fees and sales or use tax, if any. Seller will pay any delinquent real estate taxes and/or assessments at closing. 2011 real estate taxes will be prorated at closing. Buyer shall pay all of the 2011 irrigation assessment.

These sales shall be closed not later than April 29, 2011 by Security Title Guaranty.  
FSA Yakima County

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Buyer acknowledges having previously received a copy of Exhibit "A" Commitment for Title Insurance, Order No. 86375 dated February 28, 2011 and issued by Security Title Guaranty.

Buyer acknowledges that Western Real Estate Auctions and Booker Auction Company represent the Seller in the sale of the property and will be paid a commission by the Seller at closing.

All other terms and conditions of said Invitation, Bid, and Acceptance Sale of Real Property by the United States, with attached Exhibit A, shall remain in full force and effect.

BUYER:

SELLER:

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_