

DATE: 11/17/11

Douglas County TLS

Jim Barker, Douglas County Administrator

140 19<sup>th</sup> Street NW, Suite A

East Wenatchee, WA 98802

RE: Douglas County Surplus Property

This memo is intended as an outline for moving forward with a formal Purchase and Sale Agreement, whereby Douglas County will sell the 12.57 acre parcel of surplus land identified as Lot #4 of BSP EW #2009-01 with parcel number 400-000-008-10, to Dan and Claudia Goodfellow for the price of \$350,000.

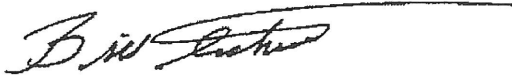
The parties understand and agree:

1. The subject property and other county owned property are presently encumbered with "Covenants and Promises" recorded on September 11, 1991 in Book 318, Pages 261- 270, in favor of Claudia K. Goodfellow.
2. The Douglas County Commissioners have declared this parcel of land as surplus property.
3. Douglas County has had the property appraised as if **unencumbered** with an indicated value of \$1,337,000.
4. The Goodfellow's have prepared a cost estimate so as to determine the cost of fulfilling the Covenants and Promises that encumber the subject property with an indicated value of \$1,041,804
5. **Douglas County and the Goodfellow's have agreed reinstate the Right of First Refusal whereby** the Goodfellow's will release certain Covenants and Promises that presently encumber the subject property as well as other

property owned by the county, and the Goodfellow's will purchase the subject property that has been declared surplus.

6. The restrictive covenant described in Section 6.2.2 (Rad Miller Parcel Covenants) shall remain in full force and effect. ("The use of the property for overnight housing of adult prisoners or a parking lots for heavy equipment parking or storage sites for sand, gravel or other road materials is specifically prohibited.")
7. Section 6.8 Irrigation Water. Douglas County shall include the Wenatchee Reclamation Irrigation water shares that are appurtenant to the parcel.
8. The remainder of the Covenants and Promises shall terminate.
9. After approval of this outline from Douglas County, and the reinstatement of the Right of First Refusal, we shall prepare a formal Purchase and Sale Agreement to reflect this outline and proceed to closing prior to the end of 2011.

Sincerely,



Bill Terhaar, Agent for

Dan & Claudia Goodfellow

as per BT 12-2-11  
3:00 pm add to agr.  
that purchaser will  
pay any fees & charges  
associated with late-  
comers agr.  
ADD  
sewer late com  
Fee 38K  
paid by  
purchaser