



ADDENDUM KC
(For Vacant Land Offer to Purchase – Kettle Creek North)

Addendum K is made part of the Vacant Land Offer to Purchase dated _____, 2022

between _____ (Buyer) and H & H Properties 1, LLC (Seller),

for the purchase of lot(s) in the Plat of Kettle Creek, City of Verona, Dane County, Wisconsin.

1. Legal Description of Lot(s) Purchased:

Lot(s) _____, Kettle Creek, City of Verona, Dane County, Wisconsin.

2. Lot #(s), Address(es), Price(s) and Closing Date(s):

Lot #(s)	Address(es)	Price(s)	Closing Date(s)
_____	_____	_____	_____
_____	_____	_____	_____

Initials _____

- 3.** Buyer acknowledges certain officers, directors and/or Members of the Seller are real estate brokers licensed by the State of Wisconsin.
- 4.** Buyer acknowledges items included in the purchase price are: All special and area assessments of record as of the date of closing, standard street improvements including water and sewer mains and laterals extending to the lot line, curb, gutter, sidewalk where required by the City of Verona, street surface, electric mains and natural gas mains. In order to properly install standard lot improvements, the Seller, its agents, contractors and subcontractors, may enter upon and crossover said lot(s), alter the grade of said lot(s), remove and/or deposit soil and clear vegetation or other obstructions from utility easements.
- 5.** Buyer acknowledges Seller makes no warranty with respect to sub-soil conditions or the presence or absence of topsoil on any specific lot. Buyer is advised to contact D'Onofrio, Kottke and Associates, Inc. concerning any soil related issues or issues relating to the location of any improvements to a lot(s).
- 6.** Buyer acknowledges receipt of building envelope drawings (setback maps) of subject lot(s) and is satisfied with same.
- 7.** Buyer acknowledges and is hereby given notice that the lands to the north, south, east and west may someday be developed. Buyer is encouraged to investigate with the City of Verona the planned use of any property surrounding or adjacent to property owned by the Seller.
- 8.** Buyer acknowledges pursuant to the Deed Restrictions all building plans, plot plans, landscaping plans, building elevations, exterior finish materials, colors and Identity of General Contractor must first be reviewed and approved in writing by the Architectural Control Committee and/or the Developer or duly authorized agent of the Developer prior to the start of any construction.
- 9.** Buyer acknowledges and understands that any construction shall not start prior to closing on the lot(s) without written consent of Seller.
- 10.** CLOSING: All closings shall be at Preferred Title or there shall be a \$1000 fee paid to Seller at closing if closing takes place at another Title Company other than Preferred Title.

11. Buyer acknowledges receipt of a copy of the covenants and restrictions that may affect the subject property. Buyer shall have five (5) days from the date of acceptance to approve said documents. In the event that Buyer does not within five (5) days of acceptance of this offer provide Seller with written notice that said documents are unacceptable, this contingency shall be deemed satisfied or this offer shall become null and void and all earnest returned to Buyer.
12. Buyer acknowledges that Seller may make modifications, in their discretion, to the Declaration of Covenants and Restrictions prior to closing. Buyer shall have five (5) days to accept modifications. If Buyer does not notify Seller in writing that modifications are unacceptable, this contingency shall be deemed satisfied.
13. Seller shall provide all concrete improvements in a crack-free condition. Prior to closing Buyer shall inspect each lot(s) being purchased to confirm that such improvements are satisfactory. Unless otherwise agreed to in writing prior to the closing, Seller shall have no responsibility to repair or replace any defects in the concrete improvements that are observed at a later date after closing of said lot(s).
14. Buyer acknowledges that the City of Verona charges various fees at the time of requesting a building permit. These fees will be the responsibility of the party applying for a building permit. Buyer is advised to contact the City of Verona to determine the current amounts and applicability of these fees.
15. Buyer acknowledges and is hereby notified that there is an established grading plan filed with the City of Verona and that the Buyer shall insure that all site preparation and final grade shall follow this plan.
16. Buyer acknowledges that they may not dump, store or otherwise dispose of any excess soil, rock or debris anywhere within the plat. They must arrange, at their own expense, to remove this material and have it properly disposed of offsite.
17. Buyer acknowledges and hereby accepts per the United States Postal Service (USPS), its new initiative and recently adopted requirements for the “mode of delivery” for mail service by using an up to 4 mailbox cluster system instead of individual curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service’s discretion. The up to 4 mailbox cluster system will be placed throughout the subdivision as designated by the USPS. All maintenance, repair and replacement costs of all materials for the mailbox cluster system shall be the sole responsibility of the individual home owners per each mailbox cluster system.
18. Buyer acknowledges and hereby accepts to purchase their own individual mailbox per item 17 above by going to this website and following the Required Purchasing Specifications: <https://www.architecturalmailboxes.com/product/950020/>

Required Purchase Specifications: Make: **Architectural Mailboxes**
 Model: **The Centennial**
 Item #: **950020B-10**
19. Buyer acknowledges and hereby accepts there will be an additional cost of \$300 at closing per item 17 above for the installation and making of an up to 4 mailbox post system of which the developer shall make and install the mailbox post system.
20. This Offer to Purchase is subject only to the terms and conditions contained in writing in said Offer, this Addendum K and the Declaration of Covenants and Restrictions provided to Buyer. No other statements or representations shall apply unless reduced to writing and signed by all parties hereto. In the event that any provisions of this Addendum conflict with provisions of the Vacant Land Offer to Purchase referenced above, the provisions of this Addendum shall control.

Approved and agreed to this _____ day of _____, 2022.

BUYER: _____

SELLER: H & H Properties 1, LLC

BUYER: _____

By: _____
 Tony Heinrichs, Authorized Member

By: _____