

HAWKS VALLEY



ADDENDUM HV **(For Vacant Land Offer to Purchase – Hawks Valley)**

Addendum H is made part of the Vacant Land Offer to Purchase dated _____, 2021
between _____ (Buyer) and Woods Road Investments, Inc. (Seller),
for the purchase of lot(s) in the Plat of Hawks Valley, City of Madison, Dane County, Wisconsin.

1. Legal Description of Lot(s) Purchased:

Lot(s) _____, Hawks Valley, City of Madison, Dane County, Wisconsin.

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

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

Initials ____

- Buyer acknowledges certain officers, directors and/or Members of the Seller are real estate brokers licensed by the State of Wisconsin.
- 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 Madison, 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 cross over said lot(s), alter the grade of said lot(s), remove and/or deposit soil and clear vegetation or other obstructions from utility easements.
- 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).
- Buyer acknowledges receipt of building envelope drawings (setback maps) of subject lot(s) and is satisfied with same.
- Buyer acknowledges and is hereby given notice that the lands surrounding subdivision may someday be developed. Buyer is encouraged to investigate with the City of Madison the planned use of any property surrounding or adjacent to the property.
- 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.
- 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.
- Buyer acknowledges and understands that any construction shall not start prior to closing on the lot(s) without written consent of Seller.

12. 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.
13. Buyer acknowledges that Seller may make reasonable modifications, in their discretion, to the Declaration of Covenants and Restrictions prior to closing. Seller shall notify Buyer of any such changes within 10 days of their execution.
14. 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).
15. Buyer acknowledges that the City of Madison charges various fees at the time of requesting a building permit. These fees will be the sole responsibility of the party applying for a building permit. Buyer is advised to contact the City of Madison to determine the current amounts and applicability of these fees.
16. 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 through Phase 4 & 5 in 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.
17. Buyer acknowledges and hereby accepts to purchase their own individual mailbox per item 16 above by going to this website and following the Required Purchasing Specifications: <https://www.architecturalmailboxes.com/product/950020/>

<u>Required Purchase Specifications:</u>	Make: Architectural Mailboxes
	Model: The Centennial
	Item #: 950020B-10
18. Buyer acknowledges and hereby accepts there will be an additional cost of \$300 at closing per item 16 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.
19. Buyer acknowledges and is hereby notified that there is an established grading plan filed with the City of Madison and that the Buyer shall insure that all site preparation and final grade shall follow this plan.
20. 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.
21. This Offer to Purchase is subject only to the terms and conditions contained in writing in said Offer, this Addendum H 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 _____, 2021.

BUYER: _____

SELLER: WOODS ROAD INVESTMENTS INC.

BUYER: _____

By: _____
Tony Heinrichs, Authorized Member

By: _____