

Addendum "1" to the Offer to Purchase

Addendum attached to and made a part of the Offer to Purchase dated _____ made by Buyer(s), _____ with respect to the Property at Heritage Estates Lot # _____, Salem, WI.

1. Buyer acknowledges receipt of the Declaration of Conditions, Covenants, Restrictions and Easements, Final Plat and Final Site Grading Plan, which are incorporated hereto by reference and made a part of this Offer to Purchase, and Buyer agrees to abide by same.
2. Mass grading is performed on the Lots to meet the Final Site Grading Plan approved by the Town of Salem, some Lots contain fill material to meet the required topographic elevations and Buyer has reviewed said plan. It is the Buyers sole responsibility, at Buyers option, to include a soil inspection contingency at its expense. Seller shall not be responsible for any added construction costs as a result of fill on any Lot.
3. The Town of Salem and County of Kenosha may charge various fees associated with construction including but not limited to building and other permits, sewer connection or hook-up fees, impact fees and other deposits. It is the Buyer's sole responsibility to pay the then current municipal charges.
4. The Buyer shall pay at closing:
 - 1) The sum of \$400.00 per lot to the Heritage Estates Homeowners Association for the purchase and installation of a mailbox which will be installed at such time and at such locations as determined by U.S.P.S.
 - 2) The sum of \$300.00 per lot as annual dues to the Heritage Estates Homeowners Association to be prorated through the end of the year at closing.
 - 3) The sum of \$400.00 per lot to the Heritage Estates Homeowners Association for start up funds.
5. Buyer shall accept the Property at closing "AS-IS, WHERE-IS, WITH ALL FAULTS" as to physical and environmental condition. Buyer has not relied on and will not rely on, and Sellers are not liable for, nor shall Sellers be bound by any expressed or implied warranties, statements, representations or information pertaining to the Property or related thereto. Buyer represents to Sellers that Buyer has conducted or will conduct prior to closing, such investigations of the Property, including but not limited to its physical and environmental condition as Buyer deems necessary to satisfy itself as to the condition of the Property and Buyer will rely solely upon such inspections and not upon any information provided by or on behalf of Sellers or Sellers' agents or employees with respect thereto. Buyer shall be deemed to have waived, relinquished and released Sellers from and against all demands, claims, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses, including attorney's fees and court costs, of any kind or character, known or unknown, which Buyer might assert or allege due to any matter of physical or environmental condition or act or omission of Sellers or other event, circumstance or matter concerning the Property.

Dated _____

Buyer

print name and title above

Buyer

print name and title above

Dated _____

Seller, Burco Holdings LLC by Wesley M. Ricchio