



**ADDENDUM FF**

**(For Vacant Land Offer to Purchase – Fahey Fields)**

Addendum FF is made part of the Vacant Land Offer to Purchase dated \_\_\_\_\_, 2022

between \_\_\_\_\_ (Buyer) and Fahey Land, LLC (Seller),

for the purchase of lot(s) (the “Lot” or “Lots”) in the Plat of Fahey Fields (the “Plat”), City of Fitchburg, Dane County, Wisconsin.

**1. Legal Description of Lot(s) Purchased:**

Lot(s) \_\_\_\_\_, Fahey Fields, City of Fitchburg, 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 Fitchburg), 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 hereby agrees without any prior written or verbal consent from Seller and at Seller’s sole discretion that Seller shall have the option to farm remaining unimproved croplands within the Plat until those lands have been fully improved.
- 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 Fitchburg the planned use of any property surrounding or adjacent to property owned by the Seller.
- Buyer acknowledges pursuant to the Declaration of Covenants and Restrictions (“the Covenants and Restrictions”) for the Plat 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 Lot(s). 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 amendments, in their discretion, to the 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 the Lot(s).
- 15. Buyer acknowledges that the City of Fitchburg charges various fees at the time of requesting a building permit. These fees shall be the responsibility of the party applying for a building permit. Buyer is advised to contact the City of Fitchburg to determine the current amounts and applicability of these fees.
- 16. Buyer acknowledges and is hereby notified that there is an established grading plan filed with the City of Fitchburg and that the Buyer shall insure that all site preparation and final grade shall follow this plan.
- 17. 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.
- 18. Buyer acknowledges and hereby understands that Lots 1, 15, 16, 32, 107 and 108 of the Plat are zoned for multi-family. Furthermore you agree to the density that was approved by the City of Fitchburg at time of final Plat for all Lots within the Plat.
- 19. Buyer acknowledges and hereby accepts the United States Postal Service (USPS) initiative and recently adopted requirements for the "mode of delivery" for mail service by using an up to a four (4) mailbox cluster system instead of "individual" curbside mailboxes on newly constructed homesites. These new requirements will eventually phase out all individual curbside mailboxes nationwide, solely at the Postal Service's discretion. The up to four (4) mailbox cluster system will be placed throughout the subdivision as determined by the USPS. All maintenance, repair and replacement costs of the mailbox cluster system shall be the sole responsibility of the individual home owners per their pro-rata share of each mailbox cluster system. However, if an individual mailbox becomes damaged or unusable that individual owner shall bear all costs for repair and/or replacement.
- 20. Buyer acknowledges and hereby accepts to purchase their own individual mailbox per item 19 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**
- 21. Buyer acknowledges and hereby accepts there will be an additional cost of \$300 at closing per item 19 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.
- 22. This Offer to Purchase is subject only to the terms and conditions contained in writing in said Offer, this Addendum FF and the 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: Fahey Land, LLC

BUYER: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Heinrichs, Authorized Agent

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