

DISCLOSURE ADDENDUM

The Seller has been advised by Douglas County that a building permit will not be issued for a residence on the Property without significant access improvements, primarily to Blue Grade Road (a primitive County road). The undersigned Buyer acknowledges, understands and agrees, that the Property is currently unbuildable for residential and related purposes. To what extent building permits for other purposes will be issued by Douglas County is unknown. There may be other limitations associated with the potential use of the Property that Seller is not aware of. It is strongly recommended that the Buyer inquire with Douglas County Transportation and Land Services as to the uses of the Property that Douglas County will allow and permit. Further, the Buyer releases and waives all claims against the Seller, of any kind or nature, arising from or associated with the inability to obtain a building permit, or any other kind of permit, associated with any desired use of the Property by Buyer after closing.

BUYER ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE PROPERTY PRIOR TO CLOSING. BUYER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY "**AS-IS, WHERE IS**" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE CONDITION OF, ACCESS TO, OR POTENTIAL USE OF THE PROPERTY. BUYER SHALL HAVE DETERMINED TO ITS SATISFACTION THAT THE PROPERTY CAN BE USED FOR THE PURPOSES BUYER INTENDS. BUYER ASSUMES ALL RISK, OF ANY KIND OR NATURE, REGARDING THE INABILITY TO OBTAIN A PERMIT, OF ANY KIND OR NATURE, TO DEVELOP THE PROPERTY FOR ANY PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR SELLER'S AGENTS HAVE MADE, AND DO NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR SUITABILITY FOR RESIDENTIAL, OR OTHER PURPOSES, POTENTIAL USE OF THE PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES, WASTES OR MATERIALS AS DEFINED BY STATE, FEDERAL OR LOCAL LAW, ALL OF WHICH REPRESENTATIONS AND WARRANTIES SELLER HEREBY EXPRESSLY DISCLAIMS. BUYER AGREES TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY, THE QUALITY AND CHARACTER OF THE ACCESS TO THE PROPERTY, AND THE LIMITATIONS ON THE POTENTIAL USE OF THE PROPERTY, KNOWN OR UNKNOWN, AND FOREVER RELEASES THE SELLER OF ANY CLAIMS, CAUSES OF ACTION, OR LIABILITY IN THIS REGARD.
