<u>ADDENDUM "A"</u>

This Addendum A is made a part of that WB-13 Vacant Land Offer to Purchase dated _______________, 2026 (hereinafter "WB-13"). Any inconsistencies between this Addendum A and the WB-13 shall be resolved in favor of this Addendum A. The WB-13 and Addendum A shall collectively be referred to as the "Agreement".

1. **<u>Property Documents.</u>** The Lot is subject to obligations and restrictions under the Highland Estates Residential Development Declaration of Restrictions and Covenants and any Supplement Declarations and amendments ("Highland Estates Declaration"), and any Supplemental Declaration of Restrictions and Covenants to the Highland Estates Declaration, and any amendments to such documents; Final Plat(s) for Highland Estates; the Development Agreement(s) with the Village of Pleasant Prairie ("Village"), and various other documents recorded and appearing on title against the Lot and the overall Highland Estates development including, without limitation, the Highland Estates Declaration, and other agreements with the Village that may affect one or more lots within Highland Estates (hereinafter collectively referred to as "Property Documents"). Such Property Documents include, without limitation, various provisions related to ownership and maintenance responsibilities; approval of home construction and landscaping plans; annual and other assessments and impact fees; building requirements; and other matters. Buyer(s) acknowledges and agree that it is Buyer(s)' responsibility to review and understand the Property Documents and all such requirements contained therein, notwithstanding not being listed in this provision. In the event that Buyer(s) does not terminate the Agreement within the Proposed Use Contingencies time period as set forth at Line 246 of the WB-13 and Feasibility Contingency period identified below, Buyer shall be deemed to have accepted the Property Documents.
2. **<u>Transportation Impact Fee.</u>** The above-mentioned Property Documents provide that in addition to any other fees that may be due to the Village upon issuance of a building permit, Buyer(s) shall also be responsible for a Transportation Improvement Fee (see section 6.13 of the Declaration) in the amount of One Thousand Two Hundred Fifty Dollars ($1,250.00) upon issuance of a building permit. Buyer(s)' obligations under this paragraph shall survive closing.
3. **<u>Other Village Fees.</u>** Buyer(s) is responsible for and shall pay such fees and assessments as are assessed by the Village, including without limitation, fee for building permits, sewer and water hook-up fees, any and all impact fees, park fees and future periodic charges for sewer and water service. Buyer(s)' obligations under this paragraph shall survive closing.
4. **<u>Lamp Pole & Mailbox.</u>** In order to maintain overall community uniformity, Buyer(s) must purchase (from Seller) and install a community standard pole lamp. The cost of the

pole lamp is $1,250.00 and shall be paid to Seller at closing. The Buyer(s) shall be required to pay Seller at closing a fee not to exceed $250.00 (as Buyer(s)' share of the cost) for the purchase and installation of a cluster-style mailbox. The mailbox style and location will be as directed by USPS and installed by the Seller. Buyer(s)' obligations under this paragraph shall survive closing.

5. **PUD Obligations.** Buyer(s) acknowledges and agree that, notwithstanding the PUD references in the Declaration, it is Buyer(s)' responsibility to obtain and understand the most recent and applicable PUD regulations in effect at the time of the Agreement. Buyer(s)' obligations under this paragraph shall survive closing.
6. **HOA Initial Fee.** In addition to the payment of any regular assessments due under the Declaration, upon and at the closing of the sale of each Lot, the Buyer(s) shall make a closing contribution to the working capital account of the Association in the amount of Two Hundred Fifty Dollars ($250.00). Such payment is not an advance payment of the annual general assessment. The prorated amount of the annual general assessment (estimated at $300/homesite per year) shall also be paid by Buyer(s) at closing.
7. **Sidewalk & Street Trees.** Buyer(s) shall be responsible for the cost of installation of the sidewalk (per the Village approved plans) along the length of the front Lot line in the parkway area that abuts the roadway. In the event the Village requires the Seller to complete the sidewalk installation, Buyer(s) shall pay Seller the actual cost of such installation within ten (10) days of written notice from Seller as to the cost and prior to the installation. Buyer(s) shall also be responsible for the maintenance of the street trees and other landscaping, initially installed by the Seller, along the length of the front Lot line in the parkway area that abuts the roadway. Buyer(s) shall also be responsible for the repair, replacement, maintenance, and snow and ice removal of the sidewalk areaalong the length of the front Lot line in the parkway area that abuts the roadway. Buyer(s)' obligations under this paragraph shall survive closing.
8. **Lot Grading.** Seller has graded the Lot in accordance with the Master Grading Plan approved by the Village. Buyer(s) is solely responsible at Buyer(s)' expense for any required finish grading, including any additional filling or removal of excess fill, as necessary to conform with the Master Grading Plan upon completion of construction of the Buyer(s)' home. The proposed lot grading shall be submitted as part of the Buyer(s)' submission to the Architectural Control Committee and shall identify lot drainage and proposed finish ground grade or garage floor grade or other grades on the lot conforming to the approved Master Grading Plan. Buyer(s)' obligations under this paragraph shall survive closing.
9. **Existing Trees.** No warranty or representation is provided as to the current health of existing trees on the Lot, if any, or that they will survive construction. Buyer(s) is responsible to exercise its best, good faith efforts to insure tree survival during and after construction at Buyer(s)' sole cost and expense. Buyer(s) is further responsible for

removal of dead or undesired trees and stumps from the Lot. Buyer(s)' obligations under this paragraph shall survive closing.

10. **<u>Buyer's Construction Obligations.</u>** The Buyer(s) shall ensure that his/her builder or contractors maintain and protect, at all times, streets, sidewalks, and concrete curbing within the subdivision and keep the subdivision clear of any type of material, debris or damage. Any damage to any Seller completed public and private improvements caused by the Buyer(s) or its agents or contractors shall be repaired or replaced at the Buyer(s)' sole costs and expense. Buyer(s) will be responsible to remove and re-pour the section of curb, gutter and sidewalk that is damaged during the Buyer(s)' house construction including portions that run through any driveway opening. Any damaged sections of the curb, gutter and sidewalk must be replaced per the Village requirements and approved plans. The Village may refuse to issue an occupancy permit until all public improvements adjacent to their lot are inspected and accepted by the Village. In order to secure the Buyer(s)' obligations in this regard, the Seller will require a Construction Deposit in the amount of $3,000.00 which will be collected at closing and held by the Title Company. The Construction Deposit shall be held until all adjacent public improvements have been inspected and accepted by Seller at the completion of Buyer(s)' home construction and issuance of an occupancy permit. At such time, the Seller shall instruct the title/escrow company to release the Construction Deposit to the Buyer(s), subject to any deductions charged to Buyer(s) resulting from damage to the public and private improvements caused by Buyer(s). Buyer(s)' obligations under this paragraph shall survive closing.
11. **<u>Closing.</u>** Closing shall occur within five (5) days of Buyer(s)' receipt of notice from the Seller that all public improvements have been completed and that building permits may be obtained, but in no event earlier than October 1, 2026. The time and location of the closing shall be determined by Seller.
12. **<u>Real Estate Tax Proration</u>.** If the Lot is assigned a separate tax parcel number prior to closing, Seller shall provide Buyer(s) a credit at closing based upon a prorated amount of the current year's taxes if known, otherwise based on taxes for the immediately prior year. If the Lot was not subject to a separate tax parcel, taxes shall be further prorated based on the percentage acreage that the Lot represents to the total acreage of all lots subject to such tax key (example $1/108^{th}$) on a reverse proration basis where Seller shall be responsible for taxes in the year of Closing and Buyer(s) will credit Seller with Buyer(s)' prorated share of taxes.
13. **<u>Feasibility Contingency</u>.** Buyer(s)' obligation to purchase the Lot shall be contingent upon Buyer(s) determining, on or before fifteen (15) days after acceptance of this Agreement ("Feasibility Period") that the Property is feasible for Buyer(s)' intended use. In making such determination, Buyer(s) and Buyer(s)' builder shall have the right to obtain and perform any inspections, studies, surveys, tests, samples and/or other determinations that Buyer(s) may deem to be necessary as a part of such analysis, including, but not limited to, obtaining any subsoil tests and conducting site surveys of

the Lot and grades. Buyer(s), Buyer(s)' builder and their respective agents shall have full access to the Lot, during the Feasibility Period, for such purposes, including, but not limited to, the right to dig soil borings at the Lot and to fill in and restore the test pits, and the right to stake the Lot; provided, Buyer(s)/Buyer(s)' builder shall repair any damage caused by such activities and fully restore the Lot to is previous condition. Notwithstanding anything contained in the WB-13 or Vacant Land Disclosure Report to the contrary, Buyer(s) acknowledges that Seller is selling the Lot in its AS-IS condition, and without warranty or representation from Seller regarding the condition of the Lot including suitability of soils or fitness for a particular purpose and that Buyer(s) is purchasing the Lot in reliance on its own due diligence and inspections. If Buyer(s) notifies Seller in writing, on or before the expiration of the Feasibility Period, that the Lot is not feasible for Buyer(s)' intended use, then this Agreement shall be terminated and all earnest money paid shall be immediately returned to Buyer(s). If Buyer(s) does not provide such written notice of termination to Seller on or before the expiration of the Feasibility Period, the Lot shall be deemed acceptable in its AS-IS condition and Buyer(s) shall proceed to closing.

14. **Title Policy Commitment.** The title policy shall be issued promptly by Chicago Title, ("Title Company") but in no event later than 15 days following acceptance ("Title Policy"). Seller shall be responsible for the cost of the title commitment and final policy. Buyer shall be responsible for the cost of all endorsements, including without limitation a Gap Endorsement. Buyer(s) and Seller agree that during the Feasibility Period, Buyer(s) shall receive, review and approve the Title Policy. Buyer(s) shall have ten (5) days from receipt of the Title Policy to object to any matter of title. If Buyer(s) takes no action or does not provide Seller with written notice of any title objections, the Title Policy shall be deemed accepted. In the event Buyer(s) notifies Seller of any title objections, within the time period above, Seller shall have 10 days to notify Buyer(s) of its election to either cure the objections or request Buyer(s) to close with such objections in place. Buyer(s) shall have 5 days from receipt of such notice to either provide written notice that it will waive its previous objections and accept title as is, or terminate the Agreement. If Buyer(s) does not provide any notice, Buyer shall be deemed to accept title as-is. Notwithstanding the foregoing, other than the lien of the mortgage related to Seller's project financing, Seller shall have no obligation to remove any title objection.

15. **ACC Approval.** Buyer(s) is responsible for seeking approval of the Architectural Control Committee to construct its home, landscape plans and other improvements on the Lot in accordance with the Highland Estates Declaration. Buyer(s)' obligations under this paragraph shall survive closing.

Arbor Estates Group, LLC

Seller:	**Buyer(s):**
By:________________________________	__________________________________
Arbor Estates Partners, LLC	
Sanjay Kuttemperoor	__________________________________
Manager	
Date: ____________________________	_________________________________