

**ADDENDUM TO
VACANT LAND OFFER TO PURCHASE**

This Addendum to Vacant Land Offer to Purchase (this "Addendum") is attached to and incorporated by reference into the Vacant Land Offer to Purchase (collectively referred to as this or the "Offer") signed by Buyer on _____, 202__ for the Lot(s) _____ in the Somers Creek Subdivision, Village of Somers, Kenosha County, Wisconsin ("Property").

Any term not specifically defined in this Addendum will have the definition given to it in the Vacant Land Offer to Purchase. If any provision in this Addendum conflicts with or contradicts any provision in the Vacant Land Offer to Purchase, then the provision in this Addendum shall control.

In consideration of the promises and the covenants contained in this Offer, Buyer and Seller do hereby covenant and agree as follows:

1. Declaration of Covenants and Restrictions and Bylaws. Buyer acknowledges that Buyer has read and understands all obligations and responsibilities as written in the Declaration of Restrictions, Covenants and Easements for the Somers Creek Subdivision, together with the Bylaws of the Somers Creek Homeowner's Association, Inc., receipt of which are hereby acknowledged by Buyer. Buyer further acknowledges that Somers Creek, Inc., is the "Developer" as defined under such Restrictions, Covenants and Easements.

2. Architectural Control Committee. Buyer acknowledges that all building and landscape plans shall be approved by the Architectural Control Committee prior to commencing construction.

3. Initial Assessment; Somers Creek Homeowners Association, Inc. At the time of closing, Buyer shall pay an initial assessment of \$395.00 for each Lot being purchased hereunder, which shall be deposited in Somers Creek Homeowners Association, Inc.'s (the "Association") general fund. Buyer further acknowledges that a purchase of the Lot in the Somers Creek Subdivision includes a membership interest in the Association and agrees to abide by the Bylaws for said Association, a copy of which has been provided to Buyer. Buyer acknowledges that in addition to the foregoing initial assessment that the Association shall levy an annual assessment against the individual Lots for items including, but not limited to, landscape maintenance of common areas; outlot maintenance; insurance for outlots; utility costs related to street lights; and maintenance of the retention pond and stormwater drainage.

4. Disclosure. The parties acknowledge that certain shareholders of Seller are Wisconsin real estate licensees.

5. Street Trees. Buyer acknowledges that in conjunction with the construction of a single-family residence on the Lot(s) described above, Buyer shall be obligated to install the street trees on or adjacent to each Lot(s) in accordance with the landscaping plan for the Somers Creek Subdivision on file with the Village of Somers.

Street Trees shall be installed within one (1) year of occupancy (as defined by Village Ordinance) for the home constructed on the Property. Street Trees shall be planted in conformance with the Street Tree Plan on file with the Village of Somers for the Somers Creek Subdivision. Buyer shall be required to include such Street Tree installation as part of its home construction contract for the Property. Additionally, should Buyer fail to install such Street Trees as herein required, Seller, or its affiliate, may make such installation and recover from Buyer a sum equal to 125% of the actual costs incurred to make such installation. The provisions of this Section 5 shall survive Closing and the delivery of the Deed. Street Tree installation, maintenance, watering, weeding and trimming shall be the responsibility of the Buyer.

6. Mailboxes. At the time of closing, Buyer shall pay a mailbox assessment of \$150.00, payable to "Somers Creek, Inc." to be used for the construction of the Subdivision mailboxes as approved or directed by the local Postmaster.

7. Plat of Subdivision. A Plat of Somers Creek Subdivision was recorded on March 6, 2026, in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. 1996601, showing Setbacks, Easements, Floodplains, Wetlands, Kenosha County Shoreland Jurisdictional Lines, and Primary Environmental Corridor.

8. Pipeline Easement. Lots 27-34 of Somers Creek Subdivision are subject to a 75' Pipeline Easement as shown on the Plat of Somers Creek recorded on March 6, 2026, in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. 1996601. Any proposed fence, structure or other encroachment into the easement area are subject to the requirements and prior approval of the Easement beneficiary (currently TS Energy). As such, Buyer shall assume any and all risk of any improvements constructed within said Easement or encroachments of any kind.

9. Structural Building Pads. All houses to be constructed within Somers Creek shall be located within the applicable structural building pads for each such lot, as shown on the Pinnacle Engineering Plans last dated April 22, 2026, Job #1617.00, a copy of which is available to Buyer upon request.

10. Culverts Required. Buyer shall be responsible for the cost and installation of a culvert and any ditches as set forth in the grading and drawing plans for Somers Creek Subdivision in conjunction with the construction of a single-family residence on Buyer's lots.

BUYER:

SELLER:

Somers Creek, Inc.

Name: _____

Name: Jonah P Hetland

Date: _____

Date: 09/03/2026