

Horns Corners Preserve – Pre-Plat Contingency Addendum

Addendum to Vacant Land Offer to Purchase (WB-13)

CONTINGENT ON FINAL PLAT — Wis. Stat. § 236.31. THIS OFFER AND ANY RESULTING CONTRACT ARE CONTINGENT UPON APPROVAL OF THE FINAL PLAT OF HORNS CORNERS PRESERVE SUBDIVISION AND SHALL BE VOID IF SUCH PLAT IS NOT APPROVED. THE FINAL PLAT HAS NOT BEEN RECORDED AS OF THE DATE OF THIS OFFER.

(Note: this notice must appear on the face of the offer itself — page 1 of the WB-13 or a cross-reference there — not only in this addendum.)

1. Parties, Property and Background

- a. **Seller:** Horns Corners Preserve LLC, the subdivider ("Seller").
- b. **Buyer:** [REDACTED] ("Buyer").

Listing Broker: Keller Williams Milwaukee — Houseworks, [Charlie Hutchinson 76346-94].

Property: Proposed Lot [# [REDACTED]] of the proposed Horns Corners Preserve Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin. It is currently part of the tax parcel [parcel no. 030320101000], 461 Horns Corners Road. Proposed area approximately [REDACTED] sq ft ([REDACTED] acres), as shown on the preliminary plat attached as **Exhibit A**.

Background:

1. Seller has filed a preliminary plat of the Subdivision with the Town of Cedarburg. The preliminary plat was approved on August 3, 2026.
2. The Property will not exist as a separate legal lot until the final plat is approved by all required authorities and recorded with the Ozaukee County Register of Deeds.
3. Seller expects site work (grading, private shared driveway, stormwater pond) to begin October 2026. Seller expects lots to be ready for home construction approximately April 2027. These dates are estimates only, not guarantees.

2. Final Plat Contingency, Outside Date and Earnest Money

Plat contingency. Seller's obligation to convey, and Buyer's obligation to purchase, are contingent on all of the following:

1. The final plat of Horns Corners Preserve Subdivision is approved by the Town of Cedarburg and every other approving or objecting authority under Wis. Stat. ch. 236, including the Wisconsin Department of Administration.
2. The final plat is recorded with the Ozaukee County Register of Deeds.
3. The Property appears on the recorded plat as a separate lot substantially as shown in Exhibit A (see Section 3).

Notice of recording. Seller will notify Buyer in writing within [5] business days after the final plat is recorded. Seller will include the recording information and the Property's final legal description.

Outside date. If the final plat is not recorded by **[June 30, 2027]**, this Offer is void unless both parties agree in writing to extend it. If it is void, all earnest money is returned to Buyer in full, and neither party has further obligations.

No conveyance before recording. Seller will not deliver a deed, and closing will not occur, before the final plat is recorded.

Earnest money. Buyer will deposit \$10,000 within [5] days of acceptance. It will be held in the trust account of Focus Title. Earnest money is fully refundable if this Offer becomes void under this Section 2.

3. Lot Size, Shared Improvements and Disclosures

Lot dimensions may change. Buyer understands lot lines, area and dimensions are based on the preliminary plat and may change in the final plat.

Setbacks. Lots fronting Horns Corners Road are subject to a 100-foot setback required by the Town. Buyer should review setbacks and buildable area on Exhibit A.

Private shared driveway and Outlot 1. Lots 1–6 will share a private driveway easement and Outlot 1, which holds the stormwater facility. Neither is a public road or Town-maintained. All future maintenance and costs are the sole responsibility of the owners of Lots 1–6, per the recorded Private Shared Driveway Agreement and Stormwater Maintenance Agreement. The Town holds a stormwater access easement within the outlot.

Owners' association and covenants. Buyer will become a member of the [Horns Corners Preserve Owners' Association] and is bound by its declaration, bylaws, covenants and architectural guidelines. Estimated annual dues: \$2,000. Seller will deliver drafts of these documents within [10] days of acceptance. Buyer may terminate within [7] days after receipt if the documents are unacceptable.

Septic system. No public sewer serves the Property. Each lot requires a private onsite system (holding tank for all 6 lots) based on soil testing. Seller will deliver the soil test report for the Property within [10] days of acceptance. Buyer is responsible for designing, permitting and installing its own system, unless otherwise agreed.

Utilities and garbage. We-Energies Corporation will be providing natural gas and electrical services to all lots. These services will be buried. There will be a shared cluster mailbox at the front of the subdivision, near the entrance. The HOA will be contracting garbage and recycling services. This expense is typically a homeowner expense and reflected on your tax bill. Per the town of Cedarburg, you will not have a line item for garbage and recycling collection on your tax bill.

4. Closing, Buyer Conditions and General Terms

Closing date. Closing will occur within [30] days after Seller's notice that the final plat is recorded, or on another date the parties agree to in writing.

Title and liens. Seller will convey by [warranty deed], free of all mortgages and liens, subject only to the recorded plat, the shared driveway and stormwater agreements, the owners' association documents and permitted exceptions. Seller will obtain a partial release of the Property from any blanket mortgage at or before closing.

Construction timing. Buyer may not begin construction or bring equipment onto the Property until after closing and until Seller confirms site improvements allow access.

Price. The purchase price is fixed. It is not subject to increase if the plat is delayed.

Assignment. Buyer may not assign this Offer without Seller's written consent.

Conflicts. If this Addendum conflicts with the WB-13, this Addendum controls.

Signatures

Party	Signature	Print name	Date
Buyer			
Buyer			
Seller			

Notes to Buyers

- Please review and initial Exhibit A (preliminary plat), the draft HOA declaration and the shared agreements