

DOCUMENT NUMBER

FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES
AGREEMENT BETWEEN VILLAGE OF CALEDONIA AND
RACINE COUNTY FOR THE PROPERTY LOCATED ALONG
THREE MILE ROAD, LOTS 2 AND 3 OF CSM 1499 IN THE
VILLAGE OF CALEDONIA, WISCONSIN 53402 PARCEL ID
NOS. 104-04-23-32-001-020 AND 104-04-23-20-001-030

LEGAL DESCRIPTION:

Lot 2 and 3 of Certified Survey Map No. 1499 recorded in the office of the Register of Deeds for Racine County, Wisconsin, on November 19, 1990 in Volume 4 of Certified Survey Maps, at Page 623, as Document No. 1325671, being a redivision of part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1 /4 and the Northwest 1 /4 of the Northeast 1 /4 of Section 32, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin. EXCEPTING THEREFROM lands described in Quit Claim Deed recorded July 19, 2007 as Document No. 2140377.

RETURN TO:

JENNIFER OLSEN, VILLAGE CLERK
5043 CHESTER LANE
RACINE, WI 53402

PARCEL IDENTIFICATION NUMBER:

104-04-23-32-001-020
104-04-23-20-001-030

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.

RESOLUTION NO. 2024-005

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING THE FIRST AMENDMENT TO THE PAYMENT IN LIEU OF TAXES
AGREEMENT BETWEEN THE VILLAGE OF CALEDONIA AND RACINE COUNTY
FOR THE PROPERTY LOCATED ALONG THREE MILE ROAD, LOTS 2 AND 3 OF
CSM 1499 IN THE VILLAGE OF CALEDONIA, WISCONSIN**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

WHEREAS, the Village and Racine County entered into an agreement for payments in lieu of taxes effective as of May 15, 2023 (the "Agreement"); and

WHEREAS, the Village and Racine County have determined that they desire to amend the Agreement to modify the payment due date for the first payment under the Agreement as further set forth in **Exhibit A** attached hereto (the "First Amendment");

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the First Amendment substantially in the form attached hereto as **Exhibit A** is authorized and approved.

BE IT FURTHER RESOLVED by the Village Board that the Village President and Clerk are authorized to execute any agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 23 day of January, 2024.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Olsen
Jennifer Olsen
Village Clerk

**FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
VILLAGE OF CALEDONIA AND RACINE COUNTY FOR THE PROPERTY
LOCATED ALONG THREE MILE ROAD, LOTS 2 AND 3 OF CSM 1499
IN THE VILLAGE OF CALEDONIA, WISCONSIN 53402
PARCEL ID NOS. 104-04-23-32-001-020 AND 104-04-23-20-001-030**

This First Amendment to an Agreement for payments in lieu of taxes ("Pilot Payments") is made and entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, with principal offices at 5043 Chester Lane, Racine, WI 53402 ("VILLAGE") and **RACINE COUNTY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin with principal offices located at 730 Wisconsin Avenue, Racine, WI 53403 (OWNER) (the "First Amendment").

RECITALS

A. The parties entered into an agreement for payments in lieu of taxes effective as of May 15, 2023, a copy of which is attached hereto as **Exhibit A** (the "Agreement"); and

B. The parties have determined that they desire to amend the Agreement to modify the payment due date for the first payment due under the Agreement.

Now, therefore, in consideration of the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals, which are incorporated herein by reference, are true and correct.

2. **Section 3(B) of the Development Agreement.** Section 3(B) of the Agreement is amended and restated to read in its entirety as follows:

B. Payment Due Date.

The Pilot Payments shall be imposed and billed on the date that tax bills are issued by the VILLAGE in the second year following the year that the SRCCCY Facility begins operating on the PROPERTY in the Village of Caledonia and shall be due and payable in full on or before July 31 of the year following the calendar year for which the PILOT Payment was imposed and billed. For the avoidance of doubt, the parties anticipate that the first payment will be due and paid in year 2026. If OWNER fails to pay the PILOT Payments when due, OWNER agrees that VILLAGE may place amounts due and unpaid on the next succeeding tax bill.

3. **Scope.** Except as set forth in this First Amendment, the Agreement, as amended, shall remain in full force and effect. Capitalized terms used but not defined in this First Amendment shall have the meanings given to such terms in the Agreement. The parties hereby reaffirm their obligations in accordance with the terms and provisions of the Agreement, as amended, and this First Amendment.

4. **Recording.** The VILLAGE shall cause this First Amendment to be recorded with the Racine County Register of Deeds and deliver a copy of the recorded Agreement to OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29 day of January, 2024.

[Signatures appear on the following pages]

RACINE COUNTY

By: [Signature]
Name: JONATHAN DELAGRAVE
Title: RACINE COUNTY EXECUTIVE

Date: 1-24-2024

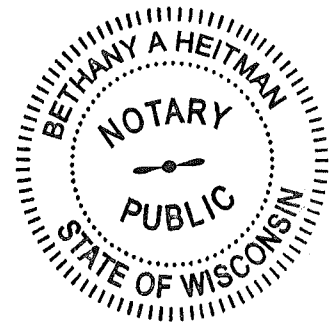
By: Wendy M. Christensen 1/24/2024
Racine County Clerk Date

ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on Jan. 24th, 2024, by Jonathan Delagrave as Racine County Executive.

[Signature]
[Signature]
Notary Public, Wisconsin
My Commission (expires) (is) July 9th, 2027

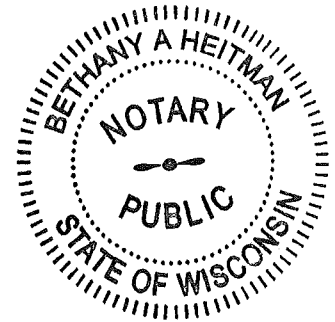


ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on Jan. 24th, 2024, by Wendy Christensen as Racine County Clerk/

[Signature]
Notary Public, Wisconsin
My Commission (expires) (is) July 9th 2027



Certified to be correct as to form

By: [Signature]
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

[Signature] 01/24/2024
Sign Date

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston, Village President

By: Jennifer Olsen
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
) SS.
RACINE COUNTY)

Personally came before me this 29 day of January, 2024, Thomas Weatherston, Village President, and Jennifer Olsen, Village Clerk, of the above named municipal corporation, Village of Caledonia, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, by their authority, pursuant to a resolution adopted by their Village of Caledonia Village Board on the 23 day of January, 2024.

Diane M. Penzkowski
Notary Public, Racine County, WI
My commission expires: 4-2-2026
Dated this 29 day of January, 2024.

This Agreement was drafted by
Elaine Sutton Ekes
State Bar No. 1028252
Pruitt, Ekes & Geary, S.C.
Village Attorney
Village of Caledonia

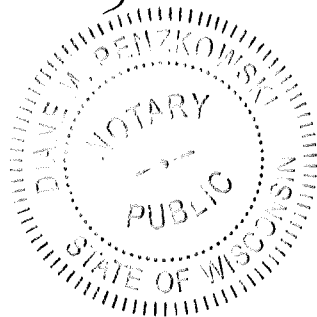


EXHIBIT A

Agreement Attached

**FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
VILLAGE OF CALEDONIA AND RACINE COUNTY FOR THE PROPERTY
LOCATED ALONG THREE MILE ROAD, LOTS 2 AND 3 OF CSM 1499
IN THE VILLAGE OF CALEDONIA, WISCONSIN 53402
PARCEL ID NOS. 104-04-23-32-001-020 AND 104-04-23-20-001-030**

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RECITALS

A. The parties entered into an agreement for payments in lieu of taxes effective as of May 15, 2023, a copy of which is attached hereto as **Exhibit A** (the "Agreement"); and

B. The parties have determined that they desire to amend the Agreement to modify the payment due date for the first payment due under the Agreement.

Now, therefore, in consideration of the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals, which are incorporated herein by reference, are true and correct.

2. Section 3(B) of the Development Agreement. Section 3(B) of the Agreement is amended and restated to read in its entirety as follows:

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IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

[Signatures appear on the following pages]

RACINE COUNTY:

By: _____
Name: JONATHAN DELAGRAVE
Title: RACINE COUNTY EXECUTIVE

Date: _____

By _____
Racine County Clerk Date

ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on _____, 2024, by Jonathan Delagrave as Racine County Executive.

Notary Public, Wisconsin
My Commission (expires) (is) _____

ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on _____, 2024, by Wendy Christensen as Racine County Clerk/

Notary Public, Wisconsin
My Commission (expires) (is) _____

Certified to be correct as to form

By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

Sign Date

Exhibit A Legal Description

*Parcel ID Number: 104-04-23-32-001-020 and 104-04-23-32-001-030

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