

**RESOLUTION NO. 2021-71**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR BRIARWOOD CONDOMINIUM PLAT ON PARCEL ID 51-104-04-23-21-061-000; BRIARWOOD OF CALEDONIA, LLC, OWNER / NANCY WASHBURN, AGENT**

The Village Board for the Village of Caledonia resolves as follows:

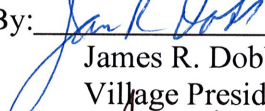
**WHEREAS**, the Parties entered into a development agreement for the development of 30 Condominium Units located on their real property platted as the “Briarwood Condominium”; and

**WHEREAS**, the Developer and the Village have determined that it is necessary to amend the development agreement to modify the timing of building permit issuance for one two family unit to be used as a demonstration model.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the First Amendment to Development Agreement between the Village of Caledonia, Village of Caledonia Sewer Utility District, Village of Caledonia Water Utility District, Tri City National Bank, Reesman’s Excavating and Grading, Inc. and Briarwood of Caledonia, LLC as set forth in **Exhibit A** attached hereto and incorporated herein (the “Development Agreement”), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 7 day of June, 2021.

**VILLAGE OF CALEDONIA**

By:   
James R. Dobbs  
Village President

Attest:   
Joslyn Hoeffert  
Village Clerk

770272.068 (5-25-21)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
BRIARWOOD CONDOMINIUM**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, (the “First Amendment”)**, effective as of the date last executed by any Party hereto, is made and entered into by and between **BRIARWOOD OF CALEDONIA, LLC**, a Wisconsin Limited Liability Company, (the “Developer”), its successors and assigns, **TRI CITY NATIONAL BANK**, a Wisconsin financial institution, its successors and assigns, (the “Mortgagee”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT** and the **VILLAGE OF CALEDONIA WATER UTILITY DISTRICT**, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin (herein jointly and severally referred to as the “Utility District” and/or “District” although more than one), and **REESMAN’S EXCAVATING & GRADING, INC.**, being a Wisconsin Corporation (the “Contractor”) (Developer, Mortgagee, Village, Utility District and Contractor are collectively referred to as “the Parties”);

**INTRODUCTION**

A. The Parties entered into a development agreement for the development of 30 Condominium Units located on their real property platted as the “Briarwood Condominium” (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and a copy of such development agreement is attached hereto **Exhibit A** (the "Development Agreement").

B. The Developer and the Village have determined that it is necessary to amend the development agreement to modify the timing of building permit issuance.

NOW THEREFORE, in consideration of the modifying the timing of the building permit issuance and the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency which is acknowledged by all parties, it is mutually agreed as follows:

1. **Introduction is Correct.** The Parties agree that the foregoing “Introduction” is true and correct and is hereby incorporated into this First Amendment by reference.

2. Section 19 of the Development Agreement is modified to read as follows:

**"19. Building and Occupancy Permits and Unit Construction.** Until the Public Improvements provided herein to be installed to service the Condominium have been installed to the reasonable satisfaction of the Village’s Utility Director and Director of Public Works, no building permits shall issue as to units in the Condominium; provided, however, that (1) the building permit for one two-unit building (Unit No. 11/12) may be issued for use as a demonstration model prior to the base road construction for the private

road; and (2) building permits may issue as to Units fronting on streets within the Condominium if the Water, Sanitary and Storm Sewer System have been installed and accepted by the Village and at a minimum the base road construction for the private road for that phase has been constructed and accepted by the Village. Finished yard grades and grading plans must be approved by the Village's Director of Public Works before construction may commence and the unit owner shall be responsible for the costs of any review at the time of building permit review. No occupancy permits shall be issued by the Village until the private road is paved for such phase and inspected for compliance with this Agreement."

3. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this First Amendment.

4. **Severability.** Any provision of this First Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this First Amendment in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5. **Time.** Time is of the essence of each and every obligation or agreement contained in this First Amendment.

6. **Headings.** The headings in this First Amendment are for reference only and are not intended to modify any of the terms and conditions of this First Amendment.

7. **Compliance.** Nothing herein is intended to or has the effect of releasing the Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this First Amendment, and the Development Agreement, and all other documents executed in connection therewith.

8. **Scope.** Except as set forth in this First Amendment, the Development 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 Development Agreement. The parties hereby reaffirm their obligations in accordance with the terms and provisions of the Development Agreement, as amended, and this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below.

**BRIARWOOD OF CALEDONIA, LLC**

By: \_\_\_\_\_  
Raymond C. Leffler  
Member

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Raymond C. Leffler, Member of Briarwood of Caledonia LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires: \_\_\_\_\_

**TRI CITY NATIONAL BANK**

By: \_\_\_\_\_

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[title]

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, \_\_\_\_\_ of Tri City National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same as an officer of Tri City National Bank.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires: \_\_\_\_\_





