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Beloit, WI 53511
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MEMORANDUM

September 15, 2023

TO: Town of Beloit Board of Supervisors
FROM: Tim Wellnitz, Town Administrator
RE: Discussion and possible action on Blackhawk Reserve LLC Development Agreement and Offer/Option to Purchase Agreement Amendment for Blackhawk Reserve subdivision

STAFF RECOMMENDATION

I recommend that the Board approve the development agreement and the amendment to the offer/option to purchase agreement with Blackhawk Reserve LLC for the Blackhawk Reserve subdivision.

RECOMMENDED MOTION

I move to approve the development agreement and the amendment to the offer/option to purchase agreement with Blackhawk Reserve LLC for the Blackhawk Reserve subdivision.

BACKGROUND

The Board previously approved an agreement to allow the Developer (Blackhawk Reserve LLC – Joe Contarino, agent - New Leaf Homes) to acquire and develop approximately 35 acres in phases for residential development at a purchase price of \$18,000/acre until June 30, 2024. This land is south of Philhower Road and immediately to the north of the Garden Prairie Intermediate School property. The Developer would like to obtain an option to purchase approximately 38 additional acres immediately to the north of the current option area at the same purchase price and extend the timeframe to do this by two years until June 30, 2026. The proposed development agreement addresses standard construction requirements including the providing of public improvements, construction schedule, etc.

ANALYSIS

The Town previously entered an agreement to acquire and have future options to purchase land south of Philhower Road. This was done to provide an opportunity for development in this high-demand area while making sure that the Town has additional control over how this area develops. The plan is working. There would be long-term benefit to the Town to have new development and an expanded tax base.

CC: Karry DeVault, Town Clerk

TOWN OF BELOIT
DEVELOPMENT AGREEMENT

MUNICIPALITY: TOWN OF BELOIT,
A Body Corporate and Politic
2445 South Afton Road
Beloit, Wisconsin 53511
(Hereinafter referred to as the "Town")

DEVELOPER: Blackhawk Reserve, LLC, or its assigns
6551 E. Riverside Boulevard
Suite 111
Rockford, Illinois 61114
(Hereinafter referred to as the "Developer")

NAME OF DEVELOPMENT: Blackhawk Reserve

LOCATION AND DESCRIPTION OF DEVELOPMENT PROJECT: See Attached EXHIBIT B

DATE OF THIS AGREEMENT FOR REFERENCE PURPOSES: September 18, 2023

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WHEREAS, the Developer has an option to purchase from Town the entire colored area delineated on the attached map, Exhibit B, except for Lots 135, 136, 137, 138 (e.g. Phase 6a), until June 30, 2026 in order to divide and subdivide said real estate; and

WHEREAS, the Town desires to have said property developed in accordance with the Ordinances of the Town of Beloit and the statutes and administrative regulations of the State of Wisconsin and to have such development progress in accordance with a general view to public health, safety and welfare without unreasonable expense to the Town of Beloit taxpayers; and

WHEREAS, the Parties acknowledge that the property will be developed in approximately 7 phases, each of which will have its own final plat; and

WHEREAS, the Town Plan Commission has held (or will hold) a hearing with regard to the proposed final plat(s); and

WHEREAS, the Town Plan Commission has reviewed (or will review) the final plat(s), and

WHEREAS, the Town Board of the Town of Beloit has approved the final plat for Phase I, subject to the terms and conditions set forth in the resolution of approval and subject to the execution of this Developer's Agreement,

NOW, THEREFORE, in consideration of the granting of the approval by the Town of the final plat(s) and the development thereof by the Developer, and with the above-recitals being incorporated herein and made a part hereof, the Town and the Developer mutually agree as follows:

1. **PLAT(S) APPROVAL:** The Town has approved (or will need to approve) the final plat(s) for each phase proposed by the Developer subject to certain terms and conditions. It is understood between the parties that it is the responsibility of the Developer to also obtain approval of the final plat(s) by the County of Rock and the City of Beloit.
2. **IMPROVEMENTS:** Developer agrees to undertake and construct certain public improvements for each phase of development required by the Town of Beloit pursuant to the Ordinances of the Town of Beloit and the statutes and administrative rules of the State of Wisconsin including, without limitation, s.236.13(2)(a) and 236.13(2)(c) Wis. Stats. A description of the required public improvements is contained in the Exhibit A, attached hereto and incorporated by reference herein.

Developer further agrees that it shall construct certain improvements, or portions thereof, which may be required to connect a proposed phase of development as described in Exhibit B to existing utilities, including facilities outside of the boundaries of that phase of development and to convey said improvements, rights of way, storm sewer/detention/retention lands or environmental areas by easement or dedication to the Town in accordance with the Town's development policies. Exhibit B is attached hereto and incorporated by reference herein.

The Developer shall submit plans and specifications for the public improvements (that are applicable to each phase of development as each phase is developed), prepared by a licensed engineer, to the Town Engineer for approval. Approval of such plans and specifications shall be approved by the Town Engineer prior to the commencement of any construction on the property encompassing that particular phase of development.

The Developer shall be required to obtain and pay for all required permits or other authorizing documents necessary to install the required improvements, on a phase by phase basis. If necessary, the Town Engineer shall apply for sanitary sewer permits as required by law and the cost of such permits and the charges incurred for such application shall be paid by the Developer, on a phase by phase basis.

The Developer agrees that detached single family building front elevations of the same color or of similar elevations shall not be located across the street from one another (lots with thirty (30%) overlap or greater) or on adjacent lots. Elevation shall be defined as the front facade of the home.

The Developer shall provide to the Town, in a format deemed necessary by the Town, the as built costs of

the project, on a phase by phase basis, for all public improvements installed by the Developer.

The Town shall become responsible for maintenance of the public improvements installed as a result of the project upon approval by the Town Engineer and resolution of the Town Board except as otherwise provided herein or in Town Ordinance.

The Developer shall provide the Town, for its approval, a Street Lighting Plan for all public streets within the development, on a phase by phase basis. As a minimum street lights shall be installed at every intersection of public streets and each road alignment change.

The Developer shall provide the Town a copy of the draft Development Covenants for review and comment.

3. **CONTRACTOR:** The Developer may contract with a contractor or subcontractors of their choice for the installation of the improvements described and specified herein. The contractor or subcontractors shall be subject to approval by the Town Engineers, which approval shall not be unreasonably withheld. The Developer shall pay the total cost of the improvements pursuant to the contract or contracts between the Developer and those persons making the improvements. The Developer agrees to use their best efforts to expeditiously administer and enforce the contract with the persons making the improvements so as to complete the project within the time limits agreed upon between the Developer and the Town, weather and other conditions beyond the control of the Developer excepted.
4. **CONSTRUCTION SCHEDULE AND REQUIREMENTS:** Attached hereto incorporated by reference herein is a Construction Schedule, Exhibit C, for Phase I of development which sets forth commencement date and anticipated completion date of the project. The Developer agrees to make every effort to comply with time line requirements of the Construction Schedule. A separate Construction Schedule shall be created for each phase of development and appended to this Development Agreement

Additionally, as a part of the Construction Schedule, there may be provisions contained therein as to the times of operation by contractors or subcontractors on the project and requirements regarding the condition and cleanliness of the work site during different phases of the project. The Developer agrees to abide by these conditions as set forth therein. Notwithstanding any such provisions, the Developer shall be responsible to maintain the development site in a clean and sanitary condition at all times. Adequate toilet facilities and trash collection services shall be provided during all periods of construction. The project area shall be kept clean from trash and debris at all times. No construction materials or debris may be buried on the site.

It is understood between the parties that no building permit for construction shall be issued by the Town until the Final Plat of any particular phase has been recorded. With the approval of the Town Administrator, the Developer, its agents or assigns may be permitted to apply for and be issued building permits for the construction of residential units within the project. It is further understood between the parties that certificates of occupancy for each phase of development shall not be issued until, at least, the first layer of pavement for that particular phase of development has been installed on the road surfaces.

If permitted by the Town to commence construction of residential units by the issuance of a building permit, it shall be the responsibility of the Developer, its agents or assigns to locate, within the project, the boundary lines of the lot upon which the unit is to be constructed and to further stake out the location of such unit on the lot to the satisfaction of the Town Building Inspector.

5. **TREES AND PLANTINGS:** The Developer shall install three (3) two inch (2") diameter trees on each lot as part of the home construction completion. It is understood between the parties that during the winter

months, there may be some delay in installing the trees.

6. **ADMINISTRATIVE COSTS:** The Developer agrees to pay to the Town the Town's administrative fees, which include any permit fees, inspection fees, engineering fees and any reasonable attorney's fees incurred for future modification and/or breach of this Agreement and the Town's cost to purchase and install all necessary traffic regulatory and street name signs within the development. Notwithstanding the foregoing, to the extent Developer does not purchase the land for any particular phase of development, the Town shall reimburse the Developer for the engineering fees associated with those phases that are not purchased by the Developer. The engineering fees related to phases which are not purchased by the Buyer shall be determined by the Town's engineer. The Developer further agrees that the Town shall not be responsible for any costs or expenses related to this project or the construction or installation of the public improvements.
7. **SECURITY FOR COSTS:** To secure the payments required to be made by the Developer described herein including, without limitation, the public improvement costs and the administrative costs associated with each phase of development, the Developer shall provide to the Town an irrevocable letter of credit or certified check (hereinafter referred to as the "Security") in the amount of one hundred and ten percent (110%) of the infrastructure improvement costs on a phase by phase basis. It is acknowledged by the parties that certain portions of the public improvements may not require Security; however, that determination shall be made at the sole discretion of the Town Engineer.

The Security shall be filed with the Town Administrative offices three (3) days prior to the commencement of construction of any of the public improvements on any particular phase of development. The Security shall permit the Town to draw upon said Security, upon demand made in writing bearing the signature of the Town Administrator and the Town Treasurer in the event of default by the Developer. Default by the Developer shall occur if the Developer (1) fails to cause payment to be made to a contractor or subcontractor employed to make the public improvements agreed upon herein, unless such failure to make payment is the result of a legitimate dispute related to the work done on the applicable phase of development. The reasonableness of such dispute to be determined by the Town Engineer, or (2) if the Developer fails to make payment to the Town within thirty (30) days of being billed for Administrative Costs, or (3) within thirty (30) days after written notice to the Developer from the Town that the phase is deemed abandoned and the Developer, within such period, fails to reasonably resume work toward the completion of the phase, or (4) if the Town is notified that, for any reason whatsoever, the Security is about to be revoked or expire and such Security is not renewed to the satisfaction of the Town.

Any Security issued pursuant to this Agreement shall be issued in a form acceptable to the Town Attorney.

Such Security may be periodically released, in part, by the Town Administrator upon recommendation by the Town Engineer as the construction of the phase proceeds.

8. **INSURANCE:** The Developer understands and agrees that the Developer's contractor and subcontractors shall be required to meet the current insurance requirements of the Town. The form of the insurance shall be approved by the Town Attorney and the Town shall be named as an additional insured on all such insurance.
9. **WARRANTIES:** The Developer represents and agrees that:
 - A. They are or will become the lawful owner of the parcel or parcels to be improved in accordance with this Agreement prior to the commencement of any particular phase of development.

- B. They have obtained and recorded, if necessary, any and all easements or rights of ways necessary to gain access to the project property, on a phase by phase basis, or to provide required drainage or utility easements, on a phase by phase basis.
- C. They will defend, indemnify and hold the Town harmless for all losses, claims, liabilities, expenses and costs arising from damage to property or injury to persons occurring in connection with the construction of public improvements, except for damage or injury attributable to or caused by the neglect or willful misconduct of the Town.
- D. In the event the Town exercises its right to draw on the Security pursuant to and as described in this Agreement or otherwise incurs legal expenses arising from the Developer's breach of this Agreement, the Developer shall reimburse the Town for its reasonable attorney's fees and costs connected with the enforcement of this Agreement.

10. OPEN SPACE, STORM WATER AND ENVIRONMENTALLY SENSITIVE AREAS: The Developer recognizes that the Town has storm water detention/retention dedication requirements which are a part of the Town of Beloit Code of Ordinances. The Developer agrees to satisfy those requirements as a part of this Agreement. Such facilities or dedicated areas shall be the responsibility of and maintained by the individual property owners of lots and/or through a homeowner's association.

The Developer shall, if required by the Town Engineer, provide or give perpetual easements in favor of the Town for environmentally sensitive areas within each phase of development which shall be agreed upon between the Town and Developer to protect and preserve their public value.

11. NO WAIVER: Except as specifically provided herein, nothing set forth in this Agreement shall be construed as a waiver or release of the responsibilities of the Developer to adhere to and conform to the Ordinances of the Town of Beloit and the statutes and administrative regulations of the State of Wisconsin.

12. DISPUTE RESOLUTION: It is agreed between the parties that if a controversy or dispute cannot be resolved between the parties, such controversy or dispute shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association in effect at the time that either party demands that such dispute or controversy be submitted to arbitration.

13. AMENDMENT: This Agreement shall only be amended or modified by an agreement in writing approved and executed by authorized representatives of the Town and the Developer.

14. EFFECTIVE DATE: This Agreement shall become binding upon signature by the Town and the Developer.

15. AGREEMENT BINDING: This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

16. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

SIGNATURE PAGE

TOWN OF BELOIT

By: _____
Diane M. Greenlee, Town Chairperson

Dated: _____

Blackhawk Reserve, LLC

By: _____
Joe Contarino, _____

Dated: _____

Exhibit A – Public Improvements

Required public improvements for Blackhawk Reserve:

- Public Water
- Public Sanitary
- Rural section roadway and ditching
- Storm water management
- Electric, gas, telephone, cable TV

See improvement plans, Batterman Order No. 34144

[illegible]

**REAL ESTATE CONTRACT FOR PURCHASE AND SALE OF LAND
AMENDMENT 1**

1. **THE PARTIES.** This Real Estate Contract for Purchase and Sale Amendment 1 ("Amendment") is made by and between the Town of Beloit ("Seller"), and BLACKHAWK RESERVE, LLC ("Buyer"), on this ____ day of September, 2023 ("Effective Date"). The Seller and Buyer may be referred to individually as "Party" or collectively as "Parties."
2. **EXISTING AGREEMENT.** The Parties agree to amend a REAL ESTATE CONTRACT FOR PURCHASE AND SALE OF LAND signed by the Parties with an Effective Date of July 27, 2022 relating to Seller providing Buyer with an option to purchase approximately thirty-five (35) acres from the Seller in phases ("Existing Agreement").
3. **AMENDMENTS.** The following terms of the Existing Agreement are amended as follows:

The Seller shall be provided with an option to purchase the entire colored area delineated on the attached map, Exhibit 1, which shall be incorporated herein by reference, except for Lots 135, 136, 137, 138 (e.g. Phase 6a), at \$18,000/per acre until June 30, 2026.

The entire colored area as delineated on the map is designed in such a manner as to provide for regional water detention. There are 3 regional water detention out-lots. The lots on the map are numbered and grouped in Phases from 1 – 7. If Seller exercises the options to purchase, such options may only be exercised in phases as provided for in Exhibit 1, except for Phase 6a, which are the Lots for which an option would not be provided to Buyer. Separate closings shall be conducted for each phase that Buyer exercises its right to purchase.

By exercising the option to purchase Phase 2, Buyer is also required to pay the \$18,000/per acre for Storm Water Management Out-lot 1 or equivalent and install in a time and manner as required by the Town Engineer. By exercising the option to purchase Phase 4, Buyer is also required to pay the \$18,000/per acre for Storm Water Management Out-lots 2 & 3 or equivalent and install in a time and manner as required by the Town Engineer. By exercising the option to purchase Phase 6, Buyer is also required to pay the \$18,000/per acre and install in a time and manner as required by the Town Engineer and dedicate to Seller the extension of Aspen Terrace to the north end of Lots 127 & 145.

The Parties acknowledge that engineering work (e.g. surveying, platting and design) is being conducted for the entire approximately 35 acres of land and that Buyer is being required to pay for such engineering costs. To the extent Buyer does not purchase all 7 Phases (with the exception of Phase 6a for which Buyer does not have the option to purchase), the Seller shall reimburse the Buyer for the engineering work associated with those Phases that are not purchased by the Buyer. This reimbursement provision shall survive closing for any phase purchased by Buyer. The costs of the engineering work related to Phases which are not purchased by the Buyer shall be determined by the Seller's engineer.

To the extent any provisions of this Amendment conflict with the provisions of the Existing Agreement, this Amendment shall control to the extent of such conflict. All other portions of the terms and conditions of the Existing Agreement not in conflict with this Amendment shall remain in full force and effect.

4. **EXECUTION.** This Amendment may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

TOWN OF BELOIT

By: _____
Diane M. Greenlee, Town Chairperson

Attest: _____
Karry DeVault, Town Clerk

BLACKHAWK RESERVE, LLC

By: _____

Phase 1 lots 1-2, 27-110
Phase 2 lots 21-22, 23-30
Phase 3 lots 31-40
Phase 4 lots 41-50
Phase 5 lots 51-60
Phase 6 lots 61-70
Phase 7 lots 71-80
Phase 8 lots 81-90
Phase 9 lots 91-100
Phase 10 lots 101-110
Phase 11 lots 111-120
Phase 12 lots 121-130
Phase 13 lots 131-140
Phase 14 lots 141-150
Phase 15 lots 151-160
Phase 16 lots 161-170
Phase 17 lots 171-180
Phase 18 lots 181-190
Phase 19 lots 191-200
Phase 20 lots 201-210
Phase 21 lots 211-220
Phase 22 lots 221-230
Phase 23 lots 231-240
Phase 24 lots 241-250
Phase 25 lots 251-260
Phase 26 lots 261-270
Phase 27 lots 271-280
Phase 28 lots 281-290
Phase 29 lots 291-300
Phase 30 lots 301-310
Phase 31 lots 311-320
Phase 32 lots 321-330
Phase 33 lots 331-340
Phase 34 lots 341-350
Phase 35 lots 351-360
Phase 36 lots 361-370
Phase 37 lots 371-380
Phase 38 lots 381-390
Phase 39 lots 391-400
Phase 40 lots 401-410
Phase 41 lots 411-420
Phase 42 lots 421-430
Phase 43 lots 431-440
Phase 44 lots 441-450
Phase 45 lots 451-460
Phase 46 lots 461-470
Phase 47 lots 471-480
Phase 48 lots 481-490
Phase 49 lots 491-500
Phase 50 lots 501-510
Phase 51 lots 511-520
Phase 52 lots 521-530
Phase 53 lots 531-540
Phase 54 lots 541-550
Phase 55 lots 551-560
Phase 56 lots 561-570
Phase 57 lots 571-580
Phase 58 lots 581-590
Phase 59 lots 591-600
Phase 60 lots 601-610
Phase 61 lots 611-620
Phase 62 lots 621-630
Phase 63 lots 631-640
Phase 64 lots 641-650
Phase 65 lots 651-660
Phase 66 lots 661-670
Phase 67 lots 671-680
Phase 68 lots 681-690
Phase 69 lots 691-700
Phase 70 lots 701-710
Phase 71 lots 711-720
Phase 72 lots 721-730
Phase 73 lots 731-740
Phase 74 lots 741-750
Phase 75 lots 751-760
Phase 76 lots 761-770
Phase 77 lots 771-780
Phase 78 lots 781-790
Phase 79 lots 791-800
Phase 80 lots 801-810
Phase 81 lots 811-820
Phase 82 lots 821-830
Phase 83 lots 831-840
Phase 84 lots 841-850
Phase 85 lots 851-860
Phase 86 lots 861-870
Phase 87 lots 871-880
Phase 88 lots 881-890
Phase 89 lots 891-900
Phase 90 lots 901-910
Phase 91 lots 911-920
Phase 92 lots 921-930
Phase 93 lots 931-940
Phase 94 lots 941-950
Phase 95 lots 951-960
Phase 96 lots 961-970
Phase 97 lots 971-980
Phase 98 lots 981-990
Phase 99 lots 991-1000
Phase 100 lots 1001-1010
Phase 101 lots 1011-1020
Phase 102 lots 1021-1030
Phase 103 lots 1031-1040
Phase 104 lots 1041-1050
Phase 105 lots 1051-1060
Phase 106 lots 1061-1070
Phase 107 lots 1071-1080
Phase 108 lots 1081-1090
Phase 109 lots 1091-1100
Phase 110 lots 1101-1110
Phase 111 lots 1111-1120
Phase 112 lots 1121-1130
Phase 113 lots 1131-1140
Phase 114 lots 1141-1150
Phase 115 lots 1151-1160
Phase 116 lots 1161-1170
Phase 117 lots 1171-1180
Phase 118 lots 1181-1190
Phase 119 lots 1191-1200
Phase 120 lots 1201-1210
Phase 121 lots 1211-1220
Phase 122 lots 1221-1230
Phase 123 lots 1231-1240
Phase 124 lots 1241-1250
Phase 125 lots 1251-1260
Phase 126 lots 1261-1270
Phase 127 lots 1271-1280
Phase 128 lots 1281-1290
Phase 129 lots 1291-1300
Phase 130 lots 1301-1310
Phase 131 lots 1311-1320
Phase 132 lots 1321-1330
Phase 133 lots 1331-1340
Phase 134 lots 1341-1350
Phase 135 lots 1351-1360
Phase 136 lots 1361-1370
Phase 137 lots 1371-1380
Phase 138 lots 1381-1390
Phase 139 lots 1391-1400
Phase 140 lots 1401-1410
Phase 141 lots 1411-1420
Phase 142 lots 1421-1430
Phase 143 lots 1431-1440
Phase 144 lots 1441-1450
Phase 145 lots 1451-1460
Phase 146 lots 1461-1470
Phase 147 lots 1471-1480
Phase 148 lots 1481-1490
Phase 149 lots 1491-1500
Phase 150 lots 1501-1510
Phase 151 lots 1511-1520
Phase 152 lots 1521-1530
Phase 153 lots 1531-1540
Phase 154 lots 1541-1550
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Phase 166 lots 1661-1670
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Phase 174 lots 1741-1750
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Phase 178 lots 1781-1790
Phase 179 lots 1791-1800
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Phase 181 lots 1811-1820
Phase 182 lots 1821-1830
Phase 183 lots 1831-1840
Phase 184 lots 1841-1850
Phase 185 lots 1851-1860
Phase 186 lots 1861-1870
Phase 187 lots 1871-1880
Phase 188 lots 1881-1890
Phase 189 lots 1891-1900
Phase 190 lots 1901-1910
Phase 191 lots 1911-1920
Phase 192 lots 1921-1930
Phase 193 lots 1931-1940
Phase 194 lots 1941-1950
Phase 195 lots 1951-1960
Phase 196 lots 1961-1970
Phase 197 lots 1971-1980
Phase 198 lots 1981-1990
Phase 199 lots 1991-2000
Phase 200 lots 2001-2010
Phase 201 lots 2011-2020
Phase 202 lots 2021-2030
Phase 203 lots 2031-2040
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Phase 207 lots 2071-2080
Phase 208 lots 2081-2090
Phase 209 lots 2091-2100
Phase 210 lots 2101-2110
Phase 211 lots 2111-2120
Phase 212 lots 2121-2130
Phase 213 lots 2131-2140
Phase 214 lots 2141-2150
Phase 215 lots 2151-2160
Phase 216 lots 2161-2170
Phase 217 lots 2171-2180
Phase 218 lots 2181-2190
Phase 219 lots 2191-2200
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Phase 221 lots 2211-2220
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Phase 223 lots 2231-2240
Phase 224 lots 2241-2250
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Phase 226 lots 2261-2270
Phase 227 lots 2271-2280
Phase 228 lots 2281-2290
Phase 229 lots 2291-2300
Phase 230 lots 2301-2310
Phase 231 lots 2311-2320
Phase 232 lots 2321-2330
Phase 233 lots 2331-2340
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