

PRE-DEVELOPMENT AGREEMENT

FOR _____ CERTIFIED SURVEY MAP

THIS AGREEMENT is entered into between the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (“the Village”), and _____, a _____ (“Land Splitter”), with regard to development to be known as _____ Certified Survey Map located in part [Insert General Legal Description] (“Certified Survey map”):

RECITALS

1. The Land Splitter wishes to subdivide and/or commence development of the above lands within the Village and to obtain Village approval of this division in accordance with applicable State laws, and Village and County Ordinances.
2. The Village agrees to review conceptual, preliminary and final plans associated with the Certified Survey Map, and review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Certified Survey Map if the same can be done without unreasonable expense to the Village’s taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL AND ADMINISTRATIVE COSTS

1. The Land Splitter agrees to be liable for and to pay to and reimburse the Village for any and all costs for engineering, inspection, planning, legal and administrative expenses previously incurred by the Village and those to be incurred by the Village in:

- (1) processing, reviewing, revising, and approving any conceptual, preliminary or final development plans, including certified survey map; and

(2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed certified survey map or development; and

(3) inspection and approval of construction and installation of all improvements provided in the development including, but not limited to, consultation reasonably required to address problems encountered or issues that arise during the course of the design and construction of the development.

Such costs shall include the costs of the Village's engineers, attorneys, planners, inspectors, agents, sub-contractors and employees and costs for attendance at any meeting to review any issues related to the certified survey map. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time to time, for each such classification. The cost for outside services shall be the direct cost incurred by the Village.

2. The Land Splitter understands that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the Land Splitter.

PART B

GUARANTEE OF PAYMENT

1. At the time of submission or review of a conceptual plan, or if a conceptual plan has not yet been submitted then at the time of submission of a certified survey map, preliminary plat, or condominium plat, the Land Splitter shall deposit with the Village Treasurer the sum of one thousand dollars (\$1,000.00) in the form of cash. The Village shall apply such funds toward payment of the above costs.

2. If at any time said deposit becomes insufficient to pay expenses incurred by the Village for the above costs, the Land Splitter shall deposit required additional amounts within fifteen (15) days of written demand by the Village Engineer. Until the required funds are received, no additional work or review will be performed by the Village as to the development plan under consideration. The Village may also reject any pending conceptual plan or certified survey map for non-payment of the above costs.

PART C

TERMINATION OF GUARANTEE

Within sixty (60) days after final approval of the certified survey map, and execution of any documents by all parties, or upon abandonment of the conceptual plan or certified survey map and prior to final approval (including abandonment due to rejection by any reviewing agency), the Village shall furnish the Land Splitter with a statement of all such costs incurred by it with respect to such conceptual plan or certified survey map. Any excess funds shall be remitted to Land Splitter, and any costs in excess of such deposit shall be paid by the Land Splitter. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

PART D

ACTION BY VILLAGE BOARD

Within ninety (90) days of submission of the proposed final certified survey map, the Village Board shall approve, approve conditionally or reject the certified survey map and notify the Land Splitter in writing of any conditions of approval or of the reasons for rejection. Failure of the Village Board to act within such period of time, unless the time is extended by agreement of the parties, shall be treated as approval of the certified survey map. Section 236.11, Wis. Stats. Except that Land Splitter hereby waives any statutory time limits for review and approval of condominium plats.

PART E

EFFECT OF APPROVAL

Subject to the applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and regulations of the Village, approval of the certified survey map shall entitle the Land Splitter to record such map subject to compliance with all conditions of approval being met, and all required guaranteed deposits and applicable fees have been paid. The Land Splitter understands that certified survey map approval, if granted, is conditioned upon the Land Splitter and the Village entering into a development agreement as required by the ordinances of the Village, if public improvements will be made.

IN WITNESS WHEREOF, the parties have executed this Pre-development Agreement on the ____ day of _____, 20__.

LAND SPLITTER'S CORPORATE NAME

By: _____

_____ (President or individual as applicable)

Attest: _____

[NOTARY BLOCK TO FOLLOW]

STATE OF WISCONSIN)

) SS:

COUNTY OF RACINE)

Personally came before me this _____ day of _____, 20____, the above-named _____ and _____, respectively, of _____ to me known to be the persons who executed the foregoing instrument on behalf of the said _____ and acknowledged the same as the act and deed of the _____.

Notary Public, Racine County, WI
My Commission: _____

This instrument drafted by;
Timothy J. Pruitt
Elaine Sutton Ekes