**PRE-DEVELOPMENT AGREEMENT FOR**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SUBDIVISION**

THIS AGREEMENT is entered into between the TOWN OF YORKVILLE, a municipal corporation located in Racine County, Wisconsin ("the Town"), and a Corporation ("Subdivider"), with regard to development to be known as Subdivision located [ADD LEGAL DESCRIPTION] in the Town of Yorkville, County of Racine, and State of Wisconsin ("Subdivision");

**R E C I T A L S**

1. The Subdivider wishes to subdivide and/or commence development of the above lands within the Town and to obtain Town approval of this division in accordance with applicable State laws, and Town and County Ordinances.

2. The Town agrees to review conceptual, preliminary and final plans associated with the Subdivision, and review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Subdivision if the same can be done without unreasonable expense to the Town'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 Subdivider agrees to pay to the Town all reasonable costs for engineering, planning, legal and administrative expenses incurred by the Town in:

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

(2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed subdivision or development.

Such costs shall include the costs of its own engineers, attorneys, inspectors, agents, sub-contractors and employees. The cost for Town employees' time shall be based upon the classification of the employee and the rates established by the Town Board, from time to time, for each such classification.

2. The Subdivider understands that the legal and/or engineering consultants retained by the Town are acting exclusively on behalf of the Town and not the Subdivider.

**PART B**

**GUARANTEE OF PAYMENT**

1. At the time of the submission or review of a conceptual plan, certified survey map, or preliminary plat, the Subdivider shall deposit with the Town Clerk the sum of three thousand dollars ($3,000.00) in the form of cash. The Town 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 Town for the above costs, the Subdivider shall deposit required additional amounts within fifteen (15) days of written demand by the Town Clerk. Until the required funds are received, no additional work or review will be performed by the Town as to the development plan under consideration. The Town may also reject any pending certified survey map, preliminary or final plat for non-payment of the above costs.

**PART C**

**TERMINATION OF GUARANTEE**

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

**PART D**

**ACTION BY TOWN BOARD**

Within ninety (90) days of submission of any preliminary plat, the Town Board shall approve, approve conditionally or reject the preliminary plat and notify the Subdivider in writing of any conditions of approval or of the reasons for rejection. Failure of the Town 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 preliminary plat. Section 236.11, Wis. Stats.

**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 Town, approval of the preliminary plat shall entitle the Subdivider to final approval of such plat if the final plat substantially conforms to the approved preliminary plat and all conditions of approval have been met, and all required guaranteed deposits and applicable fees have been paid. Section236.11, Wis. Stats. The Subdivider understands that final plat approval, if granted, is conditioned upon the Subdivider and the Town entering into a development agreement as required by the ordinances of the Town.

IN WITNESS WHEREOF, the parties have executed this Pre-development Agreement on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**DEVELOPER**

By:

Title:

STATE OF WISCONSIN )

)

COUNTY OF RACINE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the above-named to me known to be the Developer who executed the foregoing instrument and acknowledged the same.

Notary Public, Racine County, WI

My Commission:

**TOWN OF YORKVILLE**

By:

Peter L. Hansen

Town Chairman

Attest:

Michael McKinney

Town Clerk/Treasurer

STATE OF WISCONSIN )

)

COUNTY OF RACINE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the above-named Peter L. Hansen and Michael McKinney to me known to be the Town Chairman and Town Clerk/Treasurer, respectively, for the Town of Yorkville who executed the foregoing instrument on behalf of the said Town and acknowledged the same.

Notary Public, Racine County, WI

My Commission:

This instrument drafted by:

Timothy J. Pruitt

Pruitt, Ekes & Geary, S.C.