

PRE-DEVELOPMENT AGREEMENT
FOR DEVELOPMENT AT / _____ / _____

THIS AGREEMENT is entered into between the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (“the Village”), _____, Property Owner (the “Owner”) and _____ (“Developer”), with regard to a _____ located at _____ for a _____ (“the Development”):

RECITALS

1. The Developer desires to commence development of the above lands within the Village of Caledonia and to obtain Village approval of this Development in accordance with the applicable State Laws, and Village, and County ordinances.

2. The Village agrees to review conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Development 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 Developer and Owner agree to be jointly and severally liable for and shall pay to and reimburse the Village for any and all costs for engineering, inspection, planning, legal and administrative fees and expenses previously incurred by the Village and those to be incurred by the Village with respect to:

- (1) processing, reviewing, revising, and approving any conceptual, preliminary or final development plans;
- (2) processing, reviewing, revising, drafting and approving any agreements, easements, deed restrictions or other documents associated with the proposed development; and
- (3) construction, installation, inspection and approval of all improvements provided for in the development, including, but not limited to, consultation reasonably required to address problems encountered during the course of the design and construction of the Development.

Such costs shall include the costs of the Village’s own engineers and inspectors, and outside services for attorneys, planners, agents, sub-contractors and employees. 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 Owner and Developer understand that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the Owner or Developer.

PART B

GUARANTEE OF PAYMENT

1. At the time of the submission or review of conceptual development plans, the Developer shall deposit with the Village Treasurer the sum of two thousand dollars (\$2,000) 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 Developer 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 application and plans for non-payment of the above costs.

PART C

TERMINATION OF GUARANTEE

Within 60 days after final approval of the plans and execution of any documents by all parties, or upon abandonment of the conceptual plan, prior to final approval, (including abandonment due to rejection by any reviewing agency), the Village shall furnish the Developer 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 Developer, and any costs in excess of such deposit shall be paid by the Developer. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

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

_____ (Developer's Name)

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

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

Notary Public, Racine County, WI
My Commission: _____

VILLAGE OF CALEDONIA

By: _____
Jim Dobbs, President

Attest: _____
Karie Pope, Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this _____ day of _____,
20____, the above-named Jim Dobbs and Karie Pope, President and Clerk, respectively, of the
Village of Caledonia, to me known to be the persons who executed the foregoing instrument on
behalf of the said Village and acknowledged the same.

Notary Public, Racine County, WI
My Commission: _____

This instrument drafted by:
Elaine Sutton Ekes

770272.100 (584)