

PRE-DEVELOPMENT AGREEMENT
FOR A PROPOSED DEVELOPMENT AT / _____ (address) /
_____ (business name)

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 Building/Site/Operation Plan Review located at _____ for the _____ (“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.

