

**PRE-DEVELOPMENT AGREEMENT  
FOR SUBDIVISION**

THIS AGREEMENT is entered into between the TOWN OF NORWAY, a municipal corporation located in Racine County, Wisconsin (“the Town”), and \_\_\_\_\_  
\_\_\_\_\_ a Wisconsin corporation, (“Subdivider”), with regard to a development to be known as \_\_\_\_\_ Subdivision (“the 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 condominium plats; and

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

Such costs shall include the costs of the Town's 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. By execution of this Agreement, and submission of a conceptual plan, certified survey map, preliminary plat, or condominium plat, the Subdivider agrees to pay all engineering, planning, legal and administrative costs, as itemized above, that relate to the Subdivision.

2. Costs owed by Subdivider shall be billed by the Clerk's office and are due and payable within thirty (30) days of receipt of the billing statement. After thirty (30) days, interest will be charged. Any documents requiring execution by the Town, including the final certified survey map, final plat, or condominium plat, shall not be signed until all

bills have been paid in full, including estimated amounts for unbilled engineering, planning, legal and administrative costs. The Clerk shall thereafter bill the Subdivider for any remaining costs owed.

### PART C

#### **ACTION BY TOWN BOARD**

Within ninety (90) days of a complete submittal of any preliminary plat or condominium plat, the Village Board shall approve, approve conditionally or reject the preliminary plat or condominium plat, and notify the Subdivider 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, or extension thereof, shall constitute an approval of the proposed preliminary plat or condominium plat. The Subdivider hereby waives any other statutory time limits for review and approval of condominium plats.

### PART D

#### **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 subject to Subdivider's compliance with any conditions of approval, payment of all applicable fees, and upon 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**SUBDIVIDER NAME**

By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 the above-named \_\_\_\_\_ and \_\_\_\_\_, respectively, members of \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument on behalf of the said corporation and acknowledged the same as the act and deed of the corporation.

\_\_\_\_\_  
Notary Public, Racine County, WI  
My Commission: \_\_\_\_\_

**TOWN OF NORWAY**

By: \_\_\_\_\_  
Jean M. Jacobson, Chair

Attest: \_\_\_\_\_  
Camille Cohen, Clerk

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 the above-named Jean M. Jacobson and Camille Cohen, Chair and Clerk, respectively, of the Town of Norway, to me known to be the persons 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

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