

**PRE-DEVELOPMENT AGREEMENT  
FOR MINOR LAND DIVISION**

THIS AGREEMENT is entered into between the TOWN OF YORKVILLE, a municipal corporation located in Racine County, Wisconsin ("the Town"), and \_\_\_\_\_ ("Subdivider"), with regard to a land division to take place by Certified Survey Map ("the Minor Land Division");

**RECITALS**

1. The Subdivider wishes to divide 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 Minor Land Division, and review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Minor Land Division if the same can be done without unreasonable expense to the Town's taxpayers.

**PART A**

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL  
AND ADMINISTRATIVE COSTS**

1. The Subdivider agrees to pay to the Town all reasonable cost 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; and

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

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 or certified survey map, the Subdivider agrees to pay all engineering, planning, legal and administrative costs, as itemized above, that relate to the Minor Land Division.

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, 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, unless mutually extended by both parties, the Town Board shall review the application and map against the applicable standards of the governing Ordinance, and approve, approve conditionally, or reject the application and map and notify the Subdivider in writing of any conditions of approval or the reasons for rejection. Unless the time is extended by agreement with the Subdivider, failure of the Town Board to act



