

**PRE-DEVELOPMENT AGREEMENT FOR ALL DEVELOPMENT  
IN THE TOWN OF SOMERS, KENOSHA COUNTY WISCONSIN**

THIS AGREEMENT is entered into between the Town of Somers, a Wisconsin municipal corporation, hereinafter called the "Town of Somers", and \_\_\_\_\_ ("Developer") to develop lands within the Town of Somers which is described with more particularity on the attached Exhibit "A".

WHEREAS, the person(s) above-named wish to subdivide and/or commence development of the above lands within the Town of Somers and to obtain Town of Somers approval of this division/development in accordance with applicable state laws and Town of Somers ordinances; and

WHEREAS, the Town of Somers with its consultants agrees to review the Development Proposals, Preliminary Sketches and Plans, Preliminary Plat or Certified Survey Map of the Developer in accordance with law and desires to have such review made without unreasonable expense to Town of Somers' taxpayers.

**PART A  
PAYMENT FOR REVIEW SERVICES**

The Developer agrees to pay and/or reimburse the Town of Somers for all administrative and consulting costs incurred by the Town of Somers prior to any formal approval by the Town of Somers for processing, studying and reviewing of any development Proposals, Preliminary Plat or Certified Survey Map including without limitation, legal, engineering service or other consultants as required by the Town of Somers in connection with this review. In addition, the Developer has been provided with a copy of the Town of Somers Ordinances with hourly rates paid by the Developer for Town staff time on their behalf.

The Developer understands the legal and/or engineering consultants retained by the Town of Somers are acting exclusively on behalf of the Town of Somers and not the Developer. Developer understands that it shall be invoiced for any of the preceding expenses on a monthly basis and that invoices are due within thirty (30) days and shall carry an annual percentage rate of 1½% per month on the unpaid balance.

**PART B  
GUARANTEE OF PAYMENT**

The undersigned Developer agrees to guarantee reimbursement of the Town of Somers for administrative costs described in Part A by depositing with the Town Clerk a (cash deposit) (cashier's check)(irrevocable letter of credit) in the name of the Town of Somers in the principal sum of \$ \_\_\_\_\_, which includes the sum of \$ \_\_\_\_\_ to cover the cost of unanticipated contingencies.

If at any time monies in the account, including earned interest, or the principal amount of the irrevocable letter of credit are insufficient to pay expenses incurred by the Town of Somers for administrative costs, Developers agrees to deposit required additional amounts within fifteen (15) days of written demand by the Town Clerk or the Proposal, Plat or Survey shall be rejected.

**PART C  
TERMINATION OF GUARANTEE**

Sixty (60) days after completion of review or in the case of development, completion of development, evidenced by resolution of the Town Board approving, conditionally approving or rejecting the Development Proposals, Preliminary Plat or Certified Survey Map, the Town of Somers agrees to refund to the Developer any monies remaining in the deposit account, including any interest earned thereon; or, if guarantee is made in the form of an irrevocable letter of credit, to give a written release, sufficient to terminate the guarantees of such letter less, in either case, any of amounts owing for administrative costs described in Part A.

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

TOWN OF SOMERS

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

Attest: \_\_\_\_\_  
Timothy Kitzman, Clerk/Treasurer

DEVELOPER

\_\_\_\_\_  
(Printed Name of Developer)

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

\_\_\_\_\_  
(Printed Name of Developer)