

**PREDEVELOPMENT AGREEMENT
FOR PLAT REVIEW
IN THE TOWN OF COTTAGE GROVE,
WISCONSIN**

This Predevelopment Agreement for Plat Review in the Town of Cottage Grove, Wisconsin ("Agreement") was executed in two (2) originals by and between: the Town of Cottage Grove ("Town"); and, David Riesop and Kennedy Hills, LLC, 306 West Quarry Street, Deerfield, WI 53531; 608-225-5864; wismapping@charter.net ("Developer").

RECITALS

1. Developer has filed an application with the Town for land division and recommendations for zoning of certain property more generally described as:

Plat of Kennedy Hills, Town of Cottage Grove, Dane County, WI
(the "Property")
2. David Riesop represents to the Town that Kennedy Hills, LLC is the legal owner and title holder of the Property.
3. Developer wishes to obtain approval of a single-family residential development on the Property (the "Project").
4. The parties desire that the Property be developed in a manner that complies with this Agreement, all Town Ordinances, and all other applicable federal, state, and county laws.
5. The Town wishes to review the Project in accordance with such applicable laws without undue expense to Town taxpayers.
6. The Town, in order to ensure that the development of the Project and the Property is in the public interest, requires that certain conditions and acts be performed with respect to the zoning, land division and development of the Project and the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, which are expressly incorporated herein by reference, and the promises and mutual covenants and agreements hereinafter set forth, the parties, on behalf of themselves, their heirs, successors and assigns, agree as follows in connection with the annexation of the Property and development of the Project:

1. Payment of Town Expenses.

- a. Developer agrees to pay all costs incurred by the Town for services performed by or on behalf of the Town in conjunction with the design, inspection, study, processing and review of the Project, including, but not limited to, engineering, inspection, planning, consulting and legal fees, publication costs, and Town administrative costs. Consulting, engineering, planning, inspection and legal fees shall be the actual costs to the Town for preparation of documents, attendance at meetings, consultation and other services related to the Project. Reimbursable costs from third-party consultants shall be based on actual invoices submitted to the Town using the same rates as the Town routinely pays those consultants. The Developer shall also pay for any and all special publication notices and special meeting costs associated with the Project. Finally, the Developer shall pay costs associated with Town employees who perform special tasks associated solely with the Project. Town administrative costs shall be twice (2x) the actual hourly rate for time spent by any Town employee in order to recapture the approximate actual cost incurred by the Town for the employee's services. (The costs described in this paragraph shall be referred to collectively herein as "Administrative Costs.")
- b. Administrative Costs shall be billed monthly. Developer agrees to and shall pay the Administrative Costs within thirty (30) days of the time when the Town invoices the Developer. Payment shall be made directly to the Town or deducted from the security deposit made by the Developer and held by the pursuant to section 2 below.
- c. Developer acknowledges and understands that the legal, engineering, planning or other professional consultants retained by the Town are acting exclusively on behalf of the Town and not the Developer.

2. Guarantee of Timely Payment.

- a. Payment is required regardless of whether desired approvals are obtained by the Developer.
- b. Developer personally guarantees reimbursement of the Administrative Costs.
- c. As further guarantee of timely payment, Developer agrees to deposit with the Town Clerk funds in the amount of \$5,000.00. The deposit shall be placed in a segregated account, and the Town Treasurer shall maintain accounting records for expenditures made from the segregated account, each and all of which shall be made in accordance with this Agreement.
- d. If at any time funds in the segregated account are deemed insufficient to pay expenses incurred or anticipated by the Town for Administrative Costs, the Developer agrees to deposit required additional amounts within fifteen (15) days of written demand by the Town Clerk.

- e. If Developer fails to timely make said deposit, then, regardless of other actions taken by the Town Board, the Town Chair, Town Clerk and Town Legal Counsel, acting together, are authorized to suspend all further review and to reject the preliminary and final plat where necessary to preserve the Town's rights. Any such actions shall be deemed as approved by resolution and/or ordinance of the Town Board, as necessary to have the intended effect.

3. **Affirmation of Legislative Discretion.** Nothing in this Agreement shall obligate the Town to approve the land division, recommend zoning changes or approve any other aspect of the Property or Project or to take any other legislative acts. The Town and Developer expressly understand that all such acts are reserved to the sound legislative discretion of the Town.

4. **Development Agreement Regarding Improvements.** The Code of Ordinances of the Town requires that the Developer enter into an agreement providing for the installation of public improvements, including, but not limited to, acceptable sanitary sewer and water facilities, the grading of public and private lands, erosion and stormwater runoff control, and street and other public improvements needed to serve the Project ("Development Agreement"). Developer agrees that it will execute a Development Agreement, in a form that is mutually acceptable to the Town and Developer. The parties acknowledge that any final Development Agreement is subject to further review and requires final approval by the Town Board.

The Town and Developer agree to the following with regard to the Development Agreement:

- a. The Developer shall pay the associated Administrative Costs as set forth herein.
- b. Generally, all on-site infrastructure improvements for the Property are to be paid for 100% by Developer, including sidewalks, streets, street lights, sanitary sewer, water main, natural gas, electric, phone, CATV, survey and mapping, and storm water collection system.

5. **Binding Effect.** This Agreement shall bind the successors, transferees and assigns of Developer, the Town, its officers, successors in office, and be enforceable by court order until such time as a written release from the terms of this Agreement, signed by the Town and Developer, is made.

6. **Parties.** The parties to this Agreement are the Developer/Owner and the Town of Cottage Grove.

7. **Recording.** The Town or Developer may record a copy of this Agreement with the Register of Deeds.

8. **Severability.** If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provisions hereof.

9. **Amendment, Withdrawal or Release.** This Agreement may be withdrawn, amended, or released only by a written document duly executed by both parties.

Date: May 28, 2019

DEVELOPER/OWNER:
KENNEDY HILLS, LLC

By: [Signature]
David Riesop,
Authorized Representative

[Signature]
David Riesop, Individually

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

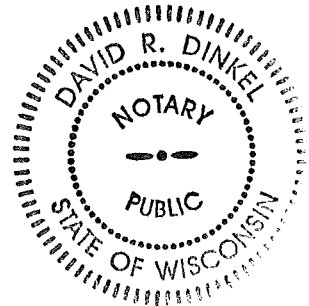
Personally came before me this 28th day of May, 2019, the above-named David Riesop, individually and on behalf of Kennedy Hills, LLC, who executed the foregoing instrument and acknowledged the same individually and as a duly authorized representative of Kennedy Hills, LLC.

[Signature]

Notary Public, State of Wisconsin
My Commission Expires: 12/5/2021

Document drafted by and if recorded should be returned to:

Constance L. Anderson, Anderson Consults, LLC, PO Box 3004, Madison, WI 53704



10. **Authority.** The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the Town and Developer, and that all necessary and enabling resolutions have been enacted.

11. **Effective Date.** This Agreement shall be effective on the date when signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized, as set forth below.

Date: 5/30/2019

TOWN OF COTTAGE GROVE

Kris Hampton
Kris Hampton, Town Chair

ATTEST:

By: Kim Banigan
Kim Banigan, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me this 30th day of May, 2019, the above-named Kris Hampton and Kim Banigan, Chairperson and Clerk of the Town of Cottage Grove, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the Town's authority.

[Signature]

Notary Public, State of Wisconsin

My Commission Expires: March 7, 2023

