

**TOWN OF CHASE
OCONTO COUNTY, WISCONSIN**

TOWN OF CHASE DEVELOPMENT AGREEMENT

AGREEMENT, made this _____ day of _____, 200__ by and between the Town of Chase, Oconto County, Wisconsin “Town” and _____ “Developer.”

RECITALS

WHEREAS, Developer has requested the Town to approve certified survey maps of a part of Section _____, in the Town of Chase, including an area to be dedicated as a Town road; and

WHEREAS, the Town is unwilling to approve the certified survey maps and the road dedication without obtaining security for the property completion of the subject road;

NOW, THEREFORE, in consideration of the rights and responsibilities contained in this Agreement the parties agree as follows:

1. Approval of Certified Survey Maps. The Town agrees to approve the certified survey maps, copies of which are attached for reference marked Exhibit A, upon the execution of this Agreement and the submission of the security required in Section 4 herein. The Town’s approval shall include the acceptance of the road dedication contained within the attached certified survey maps.
2. Completion of Road. Developer acknowledges that the road set forth on the attached certified survey maps has not yet been fully constructed. In consideration of the Town’s approval of the certified survey maps and acceptance of the road dedication contained within said certified survey maps, Developer hereby agrees to improve the dedicated road in accordance with the road standards set forth below. Said road shall be completed on or before a date not later than five years from the date of this Agreement. The road shall be constructed according to the following specifications:
 - a) All road construction shall comply with the standards contained in the County Subdivision Ordinance in effect at the time when the road construction has been completed. In addition to meeting the Oconto County Subdivision Ordinance road standards, Developer shall comply with the minimum construction standards set forth on Exhibit B, attached hereto and incorporated herein; and
 - b) The final location of the completed road shall correspond with the location of the road shown on the attached certified survey maps.

3. Maintenance of Road Pending Completion. Developer agrees to be responsible, at his cost, for the maintenance of the road base, ditches, drainage, and other forms of maintenance or improvements that may be required prior to the completion of the road. Notwithstanding the preceding, the Town agrees to snowplow the subdivision road at no cost to Developer. Developer agrees that snowplowing services performed by the Town shall not act as a waiver of the Town's rights to enforce the terms of this Agreement.
4. Security. In order to secure the obligations of this Agreement, Developer shall submit to the Town a performance bond, certificate of deposit, or other suitable financial surety ("Security") in an amount not less than \$1,000 to secure the cost of improvements necessary for the road described in the certified survey maps. The Security shall be submitted to the Town prior to the Town's execution of the certified survey maps. The Security shall provide that if the improvements are not completed within the five-year deadline contained in this Agreement, the amount of the Security shall be paid to the Town and the Town shall have authority to complete the necessary improvements required under this agreement. Developer shall be personally liable for the excess of the cost of the improvements over the amount of the Security. The Security shall be filed in the office of the Town Clerk. The Security submitted by Developer shall be in a form satisfactory to the Town's legal counsel.

In the event that the Security defined above is inadequate to fulfill the obligations defined herein, Developer hereby consents to the Town taking one or other of the following additional steps in order to secure the repayment of the obligations imposed on Developer:

- a) the Town is hereby granted the authority to add the deficiency to the Developer's real estate taxes in the year when the deficiency has been determined; or
- b) Developer hereby consents to the imposition of a special assessment against the lots that he owns described in the attached certified survey maps in an amount equal to the deficiency, with said special assessment being deemed perfected without further notice or hearing.

5. Miscellaneous. The Town Board may enforce the provisions of this Agreement by injunction or any remedy at law. Should any section or provision of this Agreement be declared invalid, the same shall not affect the validity or enforceability of the balance of the Agreement. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

TOWN OF CHASE

By:

Town Chairman

Attest:

Town Clerk

Developer