

## **AGREEMENT FOR THE PURCHASE OF A VILLAGE OWNED RESIDENTIAL LOT EAST VIEW DEVELOPMENT**

THIS AGREEMENT made and entered into this **number** day of **month, year**, by and between **person/business**, the “Developer”, and the Village of Colfax, a Wisconsin municipal corporation, the “Village”.

### RECITALS

Developer desires to obtain a Village-owned residential lot for the purpose of constructing a single family dwelling (the “Project”).

The Village seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements and providing various assurances the Project will be completed in accordance with the requirements of the Village Code of the Village of Colfax.

The applicable provisions of the Village Code require, among other things, that provisions be made for the connection to Village water, sanitary sewer, and stormwater utilities, the grading of public and private lands, erosion and storm water runoff control, and building setbacks.

The purpose of this Agreement includes, but is not limited to, the avoidance or harmful consequences of land development prior to satisfactory completion of the Project.

The Village will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement, even if construction has not yet been commenced. Accordingly, the parties agree that the Village may enforce the terms and provisions of the Agreement even if construction has not begun.

Developer agrees to develop the Property in accordance with this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; specifically including application for the issuance of building permits by the Village in accordance with existing regulatory standards and if needed, WisDNR approval of the wetland delineation study.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Developer is receiving a Village-owned residential lot at no cost and undertaking the construction of a new single family residential dwelling on the property in the Village at the following described site:

**Legal description shown in Attachment 1.**

2. As a part of the Project, the Village is designing and installing certain public improvements (“Village Improvements”), at its own expense. Those Village Improvements are:

The Village will provide municipal utilities (water, sanitary sewer, storm sewer) to the property right-of-way, curb and gutter, street reconstruction, and paving. However, it is the responsibility of the Developer, at the Developer’s expense, to connect to municipal utilities, provide curb cuts, repair street and to grade the parcel to provide stormwater control as specified by the Village Board, Public Works Director, and/or Village Engineer.

3. As a part of the Project, the Developer will submit a properly completed application to purchase for a Village-owned parcel.
4. The Developer further agrees to provide proof of preapproval of mortgage financing in the form of a letter from the Developer’s lender showing that the Developer is pre-approved for financing to build a single family residential dwelling.
5. The Developer must provide a retainage fee at the time of execution of this Agreement in the amount of \$2,500. The fee will be returned to the Developer when the Certificate of Occupancy is provided by the Village. In the event that the Developer does not provide a Certificate of Occupancy within twelve (12) months of the execution of this agreement, all such retainage fees held by the Village shall be forfeited by Developer to the Village.
6. The Developer agrees that they will commence and complete construction of the dwelling on the property and obtain Certificate of Occupancy within twelve (12) months of the execution of this Agreement. In the event that Developer does not commence and complete the construction as referenced above, Developer agrees to re-convey the Property to the Village upon written request of the Village at the expense of the Developer and at no cost to the Village.
7. The Developer guarantees that the minimum equalized assessed value of the land and improvements will be not less than \$175,000. The Developer specifically guarantees the payment of any shortfall in anticipated real estate taxes generated by the property for ten (10) years if the actual equalized assessed value is less than the guaranteed equalized assessed value provided above.
8. The Developer guarantees the building materials for the exterior of the home shall be brick, natural stone, wood clapboard, wood shingle, fiber cement siding, or engineered wood siding. Vinyl siding, imitation brick, or metal siding is prohibited.
9. The Developer guarantees the driveway surface shall be concrete, asphalt, pavers, or flagstone. A gravel driveway is prohibited.

10. The Developer agrees to obtain all necessary permits from the Village, State, WDNR, etc. as needed for the construction of the single family residential dwelling.
11. The Developer agrees to plant and establish a lawn using sod or grass seed. A minimum of four (4) trees must be planted on the property. The trees must be species recommended by the Village of Colfax. Each tree shall be a minimum 1.5” in diameter. Trees cannot be planted in utility easements.
12. Closing costs.
  - A. Village Costs. The following costs shall be paid by Village:
    - (a) expenses of placing title in proper condition
  - B. Developer Costs. The following costs shall be paid by Developer:
    - (a) recording fees; and
    - (b) title examination and certification to the title insurance company and any other costs of the title company for preparing the title commitment and title insurance premium.
    - (c) preparation of Warranty Deed and Transfer Return
13. The Developer agrees that no construction work shall be scheduled for the Project without the Director of Public Works’ approval of the starting date and schedule. This schedule shall be attached as **Attachment 2** and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement and all Attachments have been attached.
14. Supplemental Conditions
  - A. No Vested Rights Granted

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the Village warrant by this Agreement that the Developer is entitled to any required approvals.
  - B. No Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. Nor shall Village’s failure to pursue any default under this Agreement be deemed a waiver of any subsequent default of other defaults of the same type. The Village’s failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement(s).

C. Amendment/Modification

This Agreement may be amended or modified only by a written amendment approved and executed by the Village and the Developer.

D. Default

A default is defined as the Developer's breach of, or failure to comply with, the terms of this Agreement. Remedies shall include, but not be limited to, not issuing building or occupancy permits.

E. Attorney's Fees

If the Village is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the Village prevails in the litigation, arbitration, or mediation, the Developer shall pay all Village costs including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

F. Entire Agreement

This written Agreement, and written amendments, and any referenced attachments shall constitute the entire Agreement between the Developer and the Village.

G. Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

H. Non-Assignability

The benefits of this Agreement to the Developer are direct and shall not be assigned without the express written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are obligations of the Developer and also shall be binding on the successors, assigns, and legal representatives of the Developer. There is no prohibition on the right of the Village to assign its rights under this Agreement.

## I. Immunity

Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

### 15. Notice

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer:                    **Name of Business/Person**  
   **Attn: Name**  
   **Address**  
   **Municipality, WI Zip Code**

if to Village:                    Lynn Niggemann  
   Village Administrator/Clerk/Treasurer  
   Village of Colfax  
   613 Main Street  
   P.O. Box 417  
   Colfax, WI 54730

### 16. Recording

The Village may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds Office. The Developer shall pay all costs of recording.

### 17. Consent Not to be Unreasonably Withheld

Whenever in this Agreement it is provided that an action may not proceed or be carried out without the consent of the Village, such consent shall not be unreasonably withheld.

### 18. Effective Date

This Agreement shall be effective as of the date and first year written above.

**VILLAGE OF COLFAX**

By: \_\_\_\_\_  
Scott Gunnufson, Village President

By: \_\_\_\_\_  
Lynn Niggemann,  
Village Administrator/Clerk/Treasurer

STATE OF WISCONSIN    )  
  )ss.  
COUNTY OF DUNN        )

Personally came before me this **number** day of **month, year**, the above-named Scott Gunnufson, Village President and Lynn Niggemann, Village Administrator/Clerk/Treasurer, of the Village of Colfax, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the Village of Colfax.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**NAME OF DEVELOPER BUSINESS.**

By: \_\_\_\_\_  
**Name of Developer, Title**

STATE OF WISCONSIN    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, **year**, the above-named **Name of Developer , Title, Business** to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same as such officer by the authority of **Business**.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT 1**

Legal Description

## **ATTACHMENT 2**

### Improvement Schedule

<b>Obtain Ownership of Parcel</b>	Month, Year
<b>Begin Construction</b>	Month, Year
<b>Certificate of Occupancy</b>	Month, Year
<b>Final Approval</b>	Month, Year