

VILLAGE/TOWN OF BLOOMFIELD

AGREEMENT TO ABATE

THIS AGREEMENT, entered into this _____ day of _____, 20_____ by and

Between the Village/Town of Bloomfield Zoning Dept. and (print) _____

(Owner) who owns real property located at:

Return to: Village/Town of Bloomfield
Zoning Department, P.O. Box 609,
Pell Lake, WI 53157

Tax Parcel Number: _____

WITNESSED:

1. The Village/Town of Bloomfield and Owner/Occupant agree that the Temporary Living Quarters set forth in this Agreement must be abated on or before the _____ day of _____, 20_____. If there is occupancy of the principal single family residence as permitted by zoning permit number _____ prior to the stipulated date, the temporary living quarters shall be abated within 60 days of occupancy.
2. The temporary living quarters on the property while constructing a new single family residence, is temporary per this agreement and Sections 27-23/27-77 of the Zoning Ordinance/Shoreland Zoning Ordinance, Village/Town of Bloomfield. Maintaining multiple single family residences on the property constitutes a violation of the Zoning Ordinances. Abatement shall be satisfied by: (be detailed ie: removal, raze, alteration)
3. In consideration for the granting of this temporary living quarters and abatement period, the Owner/Occupant understands, and agrees that he/she has been notified of the compliance date and waives his/her right to appeal the Village/Town's determination that a zoning violation exists on his/her property after the time limit. This waiver is voluntary and freely made with full knowledge of it consequences, which includes the loss of right to plead innocent of this zoning violation to the Courts.
4. The Owner/Occupant agrees that the County shall have the right to request specific performance of the Agreement, and that the remedies of the Village/Town in connection with the abatement of the violation and reimbursement of all costs incurred therefore, are cumulative in favor of the Village/Town.
5. The Own/Occupant agrees that the Village/Town shall have authority to enter the premises for inspections during normal working hours.
6. The Owner/Occupant agree that this agreement will be recorded with the Register of Deeds Office of Walworth County, Elkhorn, Wisconsin and a certified copy will be provided to the Village/Town Zoning Department.
7. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
8. This is a fully integrated Agreement and contains the entire agreement between the parties. Any prior written or oral agreements which are different in terms, conditions and provisions of the Agreement shall be of no effect and shall not be binding upon either party.
9. No amendment or modification of this Agreement shall be valid and no extension to this agreement will be permitted unless granted by the Village/Town Board of Adjustments.

OWNER(S):

BY: _____
on

NOTARY PUBLIC:

Subscribed and Sworn to before me

this _____ day of _____,
20_____.

Signature

My commission expires: _____

DO NOT RECORD THIS PAGE

AGREEMENT TO ABATE

1. JUSTIFICATION FOR USE:

The Agreement to Abate form should only be used under the following circumstances:

- I. A single family residence is a principal use in the district.
- II. Approval is limited to 18 months or withing 60 days of occupancy, whichever comes first.
- III. Agreement to Abate shall be signed, notarized, and recorded in the Register of Deeds office, Walworth County, 100 W. Walworth St., P.O. Box 995, Elkhorn, WI 53121, and a copy shall be provided to the Village/Town of Bloomfield Zoning Department, P.O. Box 609, Pell Lake, WI 53157.
- IV. Temporary living quarters shall comply with the district setback requirements.
- V. Temporary living quarters shall have an approved zoning permit for the new single family residence prior to Temporary Use approval.
- VI. Shall complete a Temporary Living Quarters application and submit fee.

2. INSTRUCTIONS AND IMPLEMENTATION:

- I. A completed Temporary Living Quarter application shall be attached to the new single family residence zoning application form.
- II. The fee for Temporary Living Quarter application shall be \$100.00.
- III. The owner must sign the Agreement to Abate form and have it notarized. The staff secretaries may only notarize the form if signed in the presence of the secretary and owner's identity can be proven.
- IV. The original Agreement to Abate form shall be recorded in the Register of Deeds office at the time and expense of the owner. The owner must also purchase a certified copy of the original for the record. The original remains with the Register of Deeds office and the certified copy shall be sent to the Village/Town of Bloomfield Zoning Department.
- V. A copy of the signed and notarized form must be returned to the Zoning Department within five (5) working day, and a RECORDED copy of the documents must be returned within three (3) weeks from the date delivered to the OWNER.

3. FAILURE TO COMPLY:

- I. In the event the Agreement To Abate form is signed, notarized, and recorded and the violation is then not abated according to the agreement, citations may be issued.