

CUP/REZONE/VARIANCE AGREEMENT
FOR PRELIMINARY REVIEW IN THE
TOWN OF WESTPORT, DANE COUNTY, WISCONSIN

THIS AGREEMENT is entered into between the Town of Westport ("Town"), a Wisconsin municipal corporation, and _____, ("Petitioner").

WHEREAS, the Petitioner wishes to file a CUP/Rezone described at Exhibit A attached hereto and incorporated herein by reference located within the Town and to obtain Town approval of this CUP/Rezone in accordance with applicable State laws and Town ordinances; and

WHEREAS, the Town agrees to review the proposed CUP/Rezone of the Petitioner in accordance with law and desires to have such review made without unreasonable expense to Town taxpayers; and

WHEREAS, other actions may become necessary after the CUP/Rezone review to allow the requested CUP/Rezone of the property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, pursuant to the Town's ordinances, the parties agree as follows:

The Petitioner agrees to pay all administrative costs incurred by the Town for processing, study and review of the CUP/Rezone and/or other activities related to and made necessary by the proposed development of the property. Such costs include, without limitation because of enumeration, legal service costs, engineering fees and general administration costs incurred by the Town in connection with this review and related actions.

Said costs shall be payable to the Town within ten (10) days of invoice by the Town Clerk of the amount thereof. Interest at the rate of one and one-half percent (1-1/2%) per month shall be charged on invoices not paid within thirty (30) days of invoice.

IN WITNESS THEREOF, the parties have executed this Agreement on the ____ day of _____, 20____.

TOWN OF WESTPORT

By: _____
Town Board Chair

Attest: _____
Town Clerk

Petitioner

Witnessed By:
