

**ROAD VACATION 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 Road Vacation described at Exhibit A attached hereto and incorporated herein by reference located within the Town and to obtain Town approval of this Road Vacation in accordance with applicable State laws and Town ordinances; and

WHEREAS, the Town agrees to review the proposed Road Vacation 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 Road Vacation review to allow the requested Road Vacation 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 Road Vacation 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: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Town Board Chair

\_\_\_\_\_  
Town Clerk

Petitioner

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Witnessed By:

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