

TODD TOWNSHIP
ZONING MAP AMENDMENT APPLICATION

Application Fee: **\$1,250** File No. _____ Receipt No. _____

Applicant(s): _____ Phone: _____

Applicant Email: _____

Applicant Mailing Address: _____

For the property to be re-zoned:

- Parcel ID: _____
- Property Address: _____
- Legal Description: _____

Note: Attach additional sheets if necessary

1. **Current** zoning classification of the subject property (*check one*):

_____ Agricultural _____ Rural Residential _____ Commercial

2. **Proposed** zoning classification of the subject property (*check one*):

_____ Agricultural _____ Rural Residential _____ Commercial

3. Reason(s) for requested change: _____

Applicants Signature: _____ Date: _____

WHAT HAPPENS NEXT? Staff will review your application and determine if the application is complete. If the application is complete, the application will be scheduled for discussion and a Public Hearing with the Township Planning Commission. It typically takes 6-8 weeks from the time a complete application is submitted until the Town Board issues final approval or denial of the Ordinance Map Amendment.

TODD TOWNSHIP

AGREEMENT TO PAY COSTS RELATED TO PROCESSING OF APPLICATION

WHEREAS, _____ (“Applicant”) _____ (_____ Agent for Applicant), located at _____, MN _____ (PID No. _____ in Section __, Twp 140, Range 35) has applied to Todd Township (“Township”) for a _____; and

WHEREAS, the Town Board desires that the Petitioner pay the costs incurred by the Township in process the Application including, but not limited to, administrative costs, recording costs, Attorney review and Engineer costs, any special meeting costs, and any other professional costs deemed necessary the Town Board for processing the Application, and;

WHEREAS, the Township is willing to process Applicant’s _____ (“Application”) provided that said Applicant pays all costs incurred by the Township in processing said Application; and

NOW, THEREFORE, the Township and Applicant agree as follows:

The Township shall process the Application consistent with Minn. Stat. Chapter 462.

Applicant shall escrow with the Township cash or a letter of credit (collectively, “Surety”) in the amount of **\$750.00** for use in reimbursing the Township’s expenditures in processing the Application and enforcing this Agreement. The Township may draw upon said Surety to reimburse itself for any such expenditure.

The Applicant shall maintain the Surety in the minimum amount of **\$ 750.00** at all times until the Application has been fully processed and shall replenish the Surety as necessary to maintain said minimum amount. In the event that the Surety falls below said minimum, and Applicant fails to replenish the Surety within 10 days after notification by the Township, the Township may take any legal or equitable action it deems necessary against Applicant.

It is understood and agreed that the Applicant will reimburse the Township for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of said Application or this Agreement. Applicant agrees to pay all such reasonable costs within 30 days of billing by the Township. Bills not paid within 30 days of billing by the Township shall accrue interest at the rate of 6% per year. Further, if Applicant fails to pay said amounts within the time permitted by this Agreement, then the Township may specially assess such costs against Applicant’s property within the Township. Applicant knowingly and voluntarily waives any and all rights to appeal the assessments under applicable statutes, the Constitution, and case law.

Applicant understands that this Agreement shall in no way obligate the Township to approve the Application.

If any provision contained in this Agreement is held invalid, the validity of the remainder of the Agreement shall not be affected thereby.

This Agreement represents the full and complete understanding of the Parties and both Parties represent that neither Party is relying on any prior Agreements or understandings, whether oral or written. This Agreement shall only be modified, if at all, with the signed written consent of both Parties.

OWNER(S)/AGENT

Name: _____

Date: _____

Name: _____

Date: _____

**TODD TOWNSHIP
HUBBARD COUNTY
STATE OF MINNESOTA**

RIGHT TO ENTER

I / We _____ hereby swear that all of the information included in this application with attached materials is true and correct.

We further give the Township and its designated representatives the right to enter said property at reasonable times during the application process and thereafter to make any necessary inspections or to subsequently check for compliance with permit conditions or other applicable Township Ordinances.

Applicant Signature

Date

Applicant Signature

Date

