

**AGREEMENT BETWEEN OWNER/APPLICANT
AND THE CITY OF LITTLE CANADA AS TO COSTS**

This Agreement dated this ____ day of _____, 20____, by and between the undersigned Owner/Applicant, hereinafter “Applicant”, and the City of Little Canada, a Minnesota municipal corporation, hereinafter “City”.

1. The Applicant has applied for and requested that the City consider and process the following described zoning/platting actions:

The Applicant shall pay the fees required by the Little Canada ordinances. The real property that is affected by the application is legally described as (Insert address, PID number and/or legal description):

2. The Applicant and the City agree that the Applicant will pay all expenses incurred by the City relative to the application. These expenses shall include, but not be limited to, development fees, expenses for planning, engineering, fiscal, legal and other consulting services. These expenses may also include excessive out-of-pocket costs incurred by the City, such as administrative, recording, and publication costs. Legal costs will also include litigation expenses and costs relating to the collection of the amount due pursuant to the provisions of this Agreement, if any.

3. The Applicant agrees to deposit with the City the amount of \$_____ at the time of filing of the application. This amount shall be held by the City in escrow and applied to pay the above-described expenses as the same are billed to the City. In the event the amount deposited exceeds the costs incurred, the balance shall be remitted to the Applicant. In the event the costs described above exceed the amount of the escrow account, the Applicant shall reimburse the City within 30 days of receipt of an invoice for the amount owing. If the City is not so reimbursed, the City will take whatever steps necessary to recover the amount due. The Applicant has the right to review said costs. Upon mutual agreement between the Applicant and the City, the amount owing may be adjusted.

4. The payment of the costs described herein does not entitle the applicant to a favorable consideration or a favorable decision by the City Council. The denial of the application does not relieve the Applicant of the obligation to pay the costs incurred. There shall be no refund of amounts paid or deduction of amounts owing by reason of the denial of the application.

5. If said costs are not paid within a reasonable time after billing by the City, the City, in addition to other remedies, may certify the same as unpaid against the real property and shall collect the same in the same manner as real estate taxes are collected.

6. The undersigned Owner/Applicant has read the above conditions and understands the Applicant's obligation to pay the costs described above.

OWNER/APPLICANT

Signature

Print Name

Signature

Print Name

CITY OF LITTLE CANADA

Thomas Fischer, Mayor

Christopher Heineman, City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, the Owner/Applicant(s) in the above-entitled matter.

Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Thomas Fischer, Mayor, and Christopher Heineman, City Administrator, for the City of Little Canada.

Notary Public