



CITY OF PLEASANT HILL

PHONE (925) 671-5209
FAX (925) 682-9327

www.ci.pleasant-hill.ca.us

100 Gregory Lane
Pleasant Hill, CA 94523

LOT LINE ADJUSTMENT PERMIT SUBMITTAL REQUIREMENTS

The submittal information shall be provided to the Planning Division. All submittal information shall be presented along with the Planning Division application form, related fees, and any additional information required by the Planning Division before the application can be accepted as complete.

All submittals shall be on 8.5" x 11" unless noted otherwise below. Please fold all plans into packets with each packet containing one copy of each plan. The packets should not be larger than 9" x 11" in size.

Scale: Use an engineering scale (ie. 1"=10', 1" = 20'; etc.) for site plat maps. Include a north arrow, the scale and a bar scale on all plans. All affected parcels and basis of bearings must fit on sheet.

Required <i>(if not marked with an "X" please check with Planning Division)</i>	Submittal Requirement	Number of Copies
X	<u>Application form</u> - completed and signed.	1
X	<u>Deposit</u> – a deposit of \$1,000 shall be submitted to the City of Pleasant Hill.	1
X	<u>Location map</u> - indicating the subject parcel(s) and adjacent streets, this may be on the site plan.	1
X	<u>Title report</u> - a preliminary title report of all affected parcels, prepared within three months prior to filing the application. Include all copies of all easements of record.	1
X	<u>Written statement</u> - describing the project in detail and what the reasons are for the project including the city's potential benefits and costs. For appeals, the written statement should contain the reasons for the appeal and the exact decision or conditions that are being appealed.	1
X	<u>Certificate of Compliance for Lot Line Adjustment</u> – fill in owners and parcel numbers.	1
X	<u>Site photographs</u> - to clearly show the views of and from the project, including neighboring development. Include a key map indicating where the pictures were taken from and in what direction they were taken. Label the pictures accordingly.	1

X	<p><u>Scaled Drawing</u> - fully dimensioned and accurately drawn (on 8.5"x11", 8.5"x14" or 11"x17"). The plan must be prepared and signed by a licensed State of California civil engineer or surveyor whose signature seal, name, address and phone number must appear on the plan.</p> <p>Drawing shall include the following information: delineation as "existing" and "proposed" boundary lines of the parcels in question, structures, vehicular access and parking, dimensions and basis of bearings. Indicate ownership of each parcel. Traverse closures are required. Include a title block (signatures for City Engineer & Zoning Administrator) and table of changes to acreage or square footage, noting new lot coverage and floor area ratio percentages.</p>	3
X	<p><u>Legal Description & Closure Calculations</u> - A legal description and closure calculation must be prepared for each new lot and area transferred (adjusted), stamped and signed by a State of California licensed civil engineer or surveyor whose seal, name, address and phone number must appear on the description.</p>	1
X	<p><u>Signed Agreement</u> - between property owners. This agreement should also be signed by any outstanding lenders, indicating the lenders' approval of the exchange.</p>	1
X	<p><u>Cost Recovery Agreement</u> - Agreement for payment to the City for application processing and plan checking and inspection services for certain land use and development projects.</p>	1
X	<p><u>Participant Disclosure Form</u> - Completed and Signed.</p>	1
	<p><u>Other</u> - _____</p>	



APPLICATION FOR SUBDIVISION & LOT LINE ADJUSTMENT CITY OF PLEASANT HILL

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I. CHECK TYPE OF PERMIT(S) REQUESTED

- | | |
|---|--|
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Major Subdivision |
| <input type="checkbox"/> Condominium Conversion | <input type="checkbox"/> Vesting Map |
| <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Minor Variance |
| <input type="checkbox"/> Other (Specify) _____ | |

II. GENERAL DATA

- A. Address and/or Location of Property _____
- B. Assessor's Parcel Number(s) _____
- C. Zoning _____
- D. Subdivision Name _____
- E. Subdivision Number _____
- F. Total Parcel Acreage _____
- G. Number of Lots _____
- H. Average Lot Size _____
- I. Minimum Lot Size _____
- J. Existing Use _____

III. AUTHORIZATION

In signing this application, I, as owner and/or as applicant, represent to have full legal capacity to, and hereby do authorize the filing of this application. If this application has not been signed by the property owner, attached is separate documentation of full legal authority to file this application. I agree to be bound by the conditions of approval of this application, subject only to the right to object at the hearing or during the appeal period. I further certify that the information and exhibits submitted are true and correct.

A. Property Owner

Name _____	Phone _____
Address _____	Fax _____
Signature _____	Email _____
	Date _____

B. Applicant other than Property Owner

Name _____	Phone _____
Address _____	Fax _____
Signature _____	Email _____
	Date _____

C. Authorized Agent

Company _____	Contact/Title _____
Address _____	Phone/Fax _____
Signature _____	Email _____
	Date _____

TO BE COMPLETED BY STAFF

APPLICATION TITLE	APPLICATION NUMBER	APPLICATION RECEIVED BY
-------------------	--------------------	-------------------------

Recording Requested by:
After recording, return to:
CITY OF PLEASANT HILL
City Engineer and Zoning Administrator
100 Gregory Lane
Pleasant Hill, CA 94523

FOR RECORDER'S USE

**CERTIFICATE OF COMPLIANCE
for
LOT LINE ADJUSTMENT**

ASSESSOR PARCEL NUMBERS:

OWNER(S) _____

I, MARIO MORENO, City Engineer, authorized to act on behalf of the City of Pleasant Hill hereby certify that the proposed lot line adjustment between assessor's parcel number _____ and _____, as described in Exhibit "A" attached hereto is exempt from the parcel map requirements of the California Subdivision Map Act, as defined in § 66412 (d).

This certificate is to be recorded concurrent with the deed or deeds of conveyance necessary to consummate the transfer of the title of the portion of said parcels as proposed by the said lot line adjustment. However, this certificate does not constitute the actual transfer of the title of any portion of said parcels.

This certificate is invalid unless Exhibit "A" attached hereto is properly signed by the City Engineer or an authorized representative.

Reviewed and Approved by
Zoning Administrator

Mario Moreno, City Engineer
City of Pleasant Hill



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Participant Disclosure Form

To be completed only if contributions totaling \$250 or more have been made.

Participant's Name _____

Participant's Address _____

Application Title and Number _____

Council or commission member(s) to whom you and/or your Agent made campaign contributions totaling \$250 or more and date(s) of contribution(s):

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

Signature of Participant and/or Agent: _____

City of Pleasant Hill
Public Works and Community Development Department
Cost Recovery Agreement

This Agreement is for payment to the City of fees for application processing and plan checking and inspection services for certain land use and development projects, under the authority of the City's Master Fee Schedule. It applies to City fees (i.e. Planning and Engineering Divisions and City Attorney Office) designated in the Master Fee Schedule as hourly fees or actual costs. It does not apply to flat-fee applications nor to the building permit and related inspection fees. The deposit will be retained in a refundable deposit account until it is drawn down based on costs incurred by the City.

Project: _____

Applicant: _____ Owner, if different: _____

Property (address and parcel number): _____

Land use entitlement(s) or permit applied for: _____

City file #: _____

Initial deposit: \$_____ made on _____

This Agreement is entered into on _____, 201__ between the Owner/Applicant and the City. Owner/Applicant has applied for the land use entitlement or other permit indicated above.

1. Definitions. In this Agreement:

Department means the Public Works and Community Development Department.

Director means the Director of the Public Works and Community Development Department.

Master Fee Schedule means the City-wide Master Fee Schedule adopted by the City Council under Resolution No. 34-07 and subsequent amendments to it.

Owner/Applicant means the Property Owner and the Applicant. If they are different, it refers to both of them who are equally responsible under this Agreement.

Reimbursable costs means the costs associated with review and processing, plan checking and inspections for the application for the land use entitlement, grading or encroachment permit indicated above, and any subsequent applications related to the same project. It includes costs for:

City of Pleasant Hill
Public Works and Community Development Department
Cost Recovery Agreement

- services provided by any City department within the scope of the Master Fee Schedule.
- retaining professional and technical consultant services, and any other services necessary, to perform functions related to the review and processing of the application and inspection of the work (other than building inspection).
- both direct and indirect costs, including State-mandated costs.
- If additional work is required as the result of a claim, action or other legal proceeding, the cost of additional investigation, study, or document amendment (e.g., to EIR, General Plan, zoning).

2. Agreement to pay. Owner/Applicant agrees to pay to the City all reimbursable costs, as defined in Section 1. This agreement applies whether or not the application is approved. If the application is withdrawn, the Owner/Applicant shall pay the reimbursable costs incurred up to the time of withdrawal. If a decision regarding the application is appealed by the Owner/Applicant or by someone else, the Owner/Applicant shall pay for the reimbursable costs incurred.

Owner agrees that delinquent amounts shall constitute a lien on the Property and expressly consents to recordation of a notice of lien (or copy of this Agreement) against the Property regarding any delinquent amount.

3. Deposits and billing.

a. Deposits. The Owner/Applicant shall make an initial deposit in an amount determined by the Director. This amount is indicated on page 1, above.

b. Notices and Invoices. As requested by the Owner/Applicant, the City shall send a summary of the costs incurred to date. The City may also send an invoice for the balance due. Payment is due to the City within 15 days of the date of the invoice. Finance charges for overdue amounts will be assessed at the rate of 1% per month (12% per year), except as to documented disputed amounts.

c. Questions and clarification. The Owner/Applicant is responsible for contacting the City within 15 days of the receipt (or usual receipt) of the notice or invoice regarding (i) questions about the costs or supporting back-up documentation or (ii) clarification about specific charges. The Owner/Applicant's failure to do this in a timely way will result in additional charges for clerical time spent and possible finance charges for late payment.

4. City responsibilities. City agrees to review and process the application in accordance with the California Permit Streamlining Act (Gov't. Code § 65940 and following), and with the City's ordinances, standards and policies. However, City may suspend the review, processing and/or inspections for non-payment as provided in Section 5.

City of Pleasant Hill
Public Works and Community Development Department
Cost Recovery Agreement

5. Consequences of failure to pay. If the Owner/Applicant fails to pay the City the amounts due, when they are due, the City may, in its discretion, do any or all of the following:

- a. Cease processing of the application or inspection of the work. Owner/Applicant here consents to waive rights under the Permit Streamlining Act if he/she is in default of this Agreement, and thus in violation of Municipal Code section 1.05.050, 11.05.050, 15.10.080, 17.20.070 and/or 18.75.050.
- b. After written notice, terminate or deny the application.
- c. After written notice, issue a stop-work order on any work begun.
- d. Withhold issuance of further plan checks, entitlements, permits, inspections, certificates or occupancy, etc.
- e. File a lien against the Property for the amounts due. (The lien shall be recorded in the same manner as a nuisance abatement lien under GC 38773.1.)
- f. File a civil action for recovery of the amounts due.
- g. Impose a continuing finance charge on the unpaid balance of 1% per month.

6. Refund of deposit. At the Owner/Applicant's request, the City shall refund any amount of deposit still held by it, and not needed for incurred costs, at the conclusion of project review and inspection, after project denial, or after the application is withdrawn.

7. Confirmation of Owner. The Owner represents that he/she is the owner of the Property. Applicant/Owner agrees to promptly notify the City in writing before any change in ownership, or change in the applicant, and to submit a written assumption of the obligations under this Agreement signed by the new owner or applicant, or both.

8. Miscellaneous.

- a. Notices. Invoices or notices shall be sent to the party at the address shown here, unless a change is submitted in writing.

(Owner)	Director of Public Works and Community Development City of Pleasant Hill
(Applicant)	100 Gregory Lane Pleasant Hill, CA 94523-3323

City of Pleasant Hill
Public Works and Community Development Department
Cost Recovery Agreement

b. Legal action. In any legal action arising out of the Agreement, the prevailing party is entitled to recover its reasonable litigation expenses, including costs and attorneys fees.

Owner/Applicant	City of Pleasant Hill
Owner: _____ *	_____ Director of Public Works and Community Development
Date: _____	Date: _____
(*Notary acknowledgement required.)	
Applicant (if different): _____	
Date: _____	

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