



CITY OF EASTVALE
 12363 Limonite Avenue, Suite 910
 Eastvale, CA 91752
 (951) 361-0900

For City Use Only	
Project No:	_____
Date submitted:	_____
Rec'd by:	_____ Fee: _____

PARCEL MERGER APPLICATION

PROJECT INFORMATION

PROJECT ADDRESS/LOCATION:	
Parcel A	Assessors Parcel Number
Parcel B	Assessors Parcel Number
Parcel C	Assessors Parcel Number
Parcel D	Assessors Parcel Number
Requested Parcel Merger & Reason For Request:	

CONTACT INFORMATION

***The applicant and property owner are considered jointly and severally liable for all project expenses.**
Please check the box indicating which address invoices should be sent to.

Property Owner – Parcel A:

APN: _____

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Property Owner – Parcel B:

APN: _____

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Property Owner – Parcel C:

Property Owner – Parcel D:

APN: _____
 Name: _____
 Contact: _____
 Address: _____
 City, Zip: _____
 Phone: _____
 Fax: _____
 E-mail: _____

APN: _____
 Name: _____
 Contact: _____
 Address: _____
 City, Zip: _____
 Phone: _____
 Fax: _____
 E-mail: _____

Check here if additional Property Owner Certifications are attached to this application.

Agent:

Other:

Name: _____
 Contact: _____
 Address: _____
 City, Zip: _____
 Phone: _____
 Fax: _____
 E-mail: _____

Name: _____
 Contact: _____
 Address: _____
 City, Zip: _____
 Phone: _____
 Fax: _____
 E-mail: _____

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

Agreement and Representations of Applicant and Property Owner

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

- 1) Applicant(s) acknowledge ands agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff and its consultants may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. _____(Initial)
- 2) Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). _____(Initial)
- 3) Applicant(s) acknowledge and agree that I/we have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document I accept the posting of public notices regarding the proposed project at the project site, and agree to pay all related costs. _____(Initial)

4) Applicant(s) agree to defend, indemnify and hold harmless the City of Eastvale ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant. _____(Initial)

5) Applicant(s) acknowledges and certifies that with this application I am financially obligated to the City of Eastvale for all expenses related to the time and effort spent by the employees, agents, consultants, and legal representatives that are used to process this/these applications. I understand that once an application processing deposit has been depleted, additional deposits will be required prior to continuing work on this/these applications. Thus, I acknowledge and agree that the City will not notice this project for public hearing and/or consider the project if the project does not have a positive fund balance. _____ (Initial)

6) Applicant(s) acknowledges and agrees that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager or his/her designee. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____(Initial)

7) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____(Initial)

8) This Application shall be a public record. _____(Initial)

9) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____(Initial)

IT IS SO AGREED:

Applicant Signature

Date

Property Owner Signature

Date

Attach additional signatures on a separate sheet.

APPLICATION INSTRUCTIONS AND REQUIREMENTS FOR A PARCEL MERGER

THE PARCEL MERGER FILING PACKAGE MUST CONSIST OF THE FOLLOWING ITEMS:

1. One completed and signed Application Form (See Section A below).
2. Applicable deposit-based fee.
3. One copy of the current recorded deed for each property involved. If one or more of the properties involved is owned by a corporation, limited liability company (LLC), partnership, trust, or similar entity, appropriate documentation will be required to provide proof that the person(s) signing on behalf of said entity is properly authorized to do so.
4. One copy of a current (less than 6 months old) Preliminary Title Report for each of the subject properties including all referenced attachments, recorded documents, etc.
5. One completed and signed copy (signatures must be notarized) of the "CERTIFICATE OF PARCEL MERGER" form (See Section B below).
6. Six copies of a completed Exhibit "A" - Legal Description (See Section B below).
7. Six copies of a completed Exhibit "B" – Map (See Section C below).
8. Six copies of a completed Exhibit "C" – Site Plan (See Section D below).
9. CD of all information submitted, including all exhibit.

LIMITATIONS FOR PARCEL MERGERS:

- The parcel as merged must be consistent with standards and requirements identified in the Zoning Ordinance and the City General Plan.
- All merged parcels must be legal parcels as defined by the Subdivision Map Act.
- The parcels to be merged consist of four (4) or fewer existing contiguous parcels.
- No new lot lines may be created.
- The parcels to be merged can not conflict with the location of any existing structures.
- Access to any adjoining parcels can not be obstructed or restricted through the merger.

SECTION A. INSTRUCTIONS FOR CERTIFICATE OF PARCEL MERGER APPLICATION FORM

1. Please type or print legibly the applicant's name, e-mail address, mailing address, phone number, and fax number.
2. Determine which property will be designated as Property "A," Property "B," Property "C," and Property "D." If the application involves fewer than four (4) properties, draw a horizontal line through all references to Property "C" and/or Property "D," as applicable.
3. List the assessor's parcel number(s) and street address (if applicable) for each property involved.
4. Provide a detailed description of the parcel merger being requested. If additional space is necessary, use additional sheet(s) of paper.
5. Provide the printed name and original (wet-signed) signature of the applicant.

SECTION B. INSTRUCTIONS FOR THE LEGAL DESCRIPTION (EXHIBIT "A")

The Legal Description Exhibit must be prepared and stamped by a licensed land surveyor or qualified registered civil engineer (registered prior to Jan. 1, 1982, with a R.C.E. number of 33965 or lower).

1. The new legal description shall be clearly identified and written, and shall include an acreage (or square footage) calculation for the merged property.
2. The exhibit shall contain a reference to the applicable Certificate of Parcel Merger application number.
3. The date the exhibit was prepared.
4. If necessary, this exhibit may contain multiple pages, but if so, each page shall contain a reference indicating the applicable page number and the total number of pages (e.g. Page 1 of 3).
5. An original stamp and wet-signed signature of the licensed land surveyor or a qualified registered civil engineer (registered prior to Jan. 1, 1982, with a R.C.E. number of 33965 or lower) who prepared the exhibit.

SECTION C. INSTRUCTIONS FOR THE MAP EXHIBIT (EXHIBIT "B")

This exhibit must be drawn in black ink on the 8½" X 11" form provided in Exhibit "B" and must be prepared by a licensed land surveyor or a qualified registered civil engineer (registered prior to Jan. 1, 1982, with a R.C.E. number of 33965 or lower), and drawn to an acceptable engineers scale. The Map must contain the following information:

1. The assessor's parcel numbers for all involved properties.
2. A north arrow (top of map north).
3. Scale (number of feet per inch).
4. Vicinity Map showing the locate of the project in relation to the existing streets.

5. The existing and proposed lot configuration for all properties involved showing bearings and distances for all property lines, and any existing easements. Use a heavy solid line for the merged parcel boundary and a lighter dashed line to delineate the original parcel boundaries.
6. An original stamp and wet-signed signature of the licensed land surveyor or qualified registered civil engineer's who prepared the Map.
7. The date the Map was prepared.

SECTION D. INSTRUCTIONS FOR THE SITE PLAN EXHIBIT (EXHIBIT "C")

Because only certain information can be on the official Certificate of Parcel Merger, a second map is required showing additional information necessary to verify compliance with the adopted City ordinances. This information may be submitted on the attached form labeled EXHIBIT "C" - SITE PLAN. The following information must be included on the Site Plan:

1. Name, address and telephone number of the applicant.
2. North arrow (top of map north)
3. Scale (number of feet per inch)
4. Legal description of the property.
5. The overall dimensions of the property and location of adjoining lot lines.
6. Location and names of adjoining streets. Accurately locate street centerline, and show any existing improvements such as curbs and curb cuts, gutters, and driveways.
7. Location of all existing buildings, structures, easements, and septic systems.
8. Location, dimensions, arrangement, and numbering of any parking spaces or existing and/or proposed parking and loading facilities.
9. Location and type of existing fencing, gates, walls.
10. An original stamp and wet-signed signature of the licensed land surveyor or a qualified registered civil engineer's who prepared the exhibit.
11. The date the exhibit was prepared.

EXHIBIT "A" - LEGAL DESCRIPTION
CERTIFICATE OF PARCEL MERGER NO. _____

Scale: _____

Assessor's Parcel Number(s): _____

Section _____, Township _____ and Range _____

Date Exhibit Prepared: _____

EXHIBIT "B" - MAP
CERTIFICATE OF PARCEL MERGER NO. _____

Scale: _____

Assessor's Parcel Number(s): _____

Section _____, Township _____ and Range _____

Date Exhibit Prepared: _____

EXHIBIT "C" – SITE PLAN
CERTIFICATE OF PARCEL MERGER NO. _____

Scale: _____

Assessor's Parcel Number(s): _____

Section _____, Township _____ and Range _____

Date Exhibit Prepared: _____