TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
530 Main St. ♦ PO Box 2819
Weaverville, CA 96093
(530) 623.1351 ♦ Fax (530) 623.1353

APPLICATION COVER PAGE AND SUBMITTAL REQUIREMENTS FOR

☐ **LOT LINE ADJUSTMENT**	☐ **MERGER**	☐ **CERTIFICATE OF COMPLIANCE**
TCC § 16.32	TCC § 16.32	TCC §16.56.030

The following items are **REQUIRED** for a complete application (per TCC § 17.30E):

The Division will return applications and associated fees if the following minimum requirements are not provided at the time of submittal.

Applicant Use	*County Use*	*Please use this checklist to help you determine whether you have a complete submittal. Complete submittals will save your project processing time and costs.*
Required Forms for Application Package (Fill out completely and sign with blue wet ink or encrypted digital DocuSign).		
☐	☐	Application Cover Page.
☐	☐	APPLICATION FORM (Must be signed by all property owner(s) or authorized agent, which may require submitting several Application Forms. If an individual has been appointed to represent a district, trust, etc. then please provide written documentation that empowers this individual to act on behalf of the entity).
☐	☐	PROJECT COST REIMBURSEMENT AGREEMENT.
☐	☐	TCCDS INDEMNIFICATION FORM (Must be signed by all applicant(s) and property owner(s) which may require submitting several forms).
☐	☐	Authorization of Division/Agency to Enter Private Property (Must be signed by all applicant(s) and property owner(s) which may require submitting several forms).
☐	☐	Acknowledgement of Maintaining Existing Site Conditions (Must be signed by all applicant(s) and property owner(s) which may require submitting several forms).
☐	☐	AGENT AUTHORIZATION FORM (Required only if the applicant is other than the property owner and may require submitting several Agent Authorization Forms if there are multiple agents or property owners. If an individual has been appointed to represent a district, trust, etc. then please provide written documentation that empowers this individual to act on behalf of the entity).

Application continues on next page

SITE PLAN that includes all of the following features		
☐	☐	THREE (3) COPIES OF A SITE PLAN which clearly provides the following information: a. Existing, proposed and/or abandoned property lines, with dimensions of the lots affected. Approximate area of the new lots shall be indicated. b. Assessor's Parcel Number and street address, for each affected lot. c. Location of ☐ Roads ☐ All easements ☐ Fences ☐ Structures ☐ Sewage systems ☐ Well and/or water lines and ☐ All other improvement on the lot affected d. Unless sewage systems already exist on all affected parcels, or unless both public sewer and water systems are proposed (submit will serve letter) to serve the project, the following features shall be shown to determine the amount of usable parcel area: ☐ Approximate boundaries of gravel bars, dredge tailings, rock outcrops and areas with slopes greater than 30% ☐ Approximate boundaries of areas subject to landslide or flooding hazards. ☐ Approximate high water limits of lakes, ponds, rivers streams and wetlands. Standard site plan scale is 1' = 100', unless a different scale is approved by the County Surveyor. Standard drawing size is 18" X 26". All larger maps must be folded to fit in an 8 ½" X 11" folder.
☐	☐	PROOF OF LEGAL CREATION – (LLA & Subdivision maps) (a recorded subdivision map or chain of title and explanatory narrative the narrative).
☐	☐	PRELIMINARY TITLE REPORT (dated within the last six months) for each affected parcel. Along with copies of the following documents: current vesting deed(s), all easements, deeds of trust, copies of all referenced documents and recorded maps, and vesting deeds dated within the last six months.
☐	☐	PROOF OF LEGAL ACCESS to each parcel from a public right of way.
☐	☐	LEGAL DESCRIPTION(S) of the reconfigured lots, which have been prepared by a licensed surveyor. The legal descriptions must be wet-stamped (surveyor's stamp with original signature) or legal description of lot configured by merger. TCC § 16.32
☐	☐	ADDITIONAL REQUIREMENT FOR CERTIFICATE OF COMPLIANCE (COC) is a deed or patent verifying creation of each parcel, must be submitted with the application. Also verification of legal access to the property is required. TCC § 16.56.020 (depending on type of COC additional items may be need, this will be determined on an individual project basis).
☐	☐	APPLICATION FEE DEPOSIT is required at the time the application is submitted to the Planning Division.
☐	☐	SIGN AND DATE APPLICATION Please review all forms for signature and date. *Additional materials may be requested upon review of application*

Continue to next page for additional project information.

Following preparation of the Notice of Lot Line Adjustment by the Planning Department, but prior to final approval, the following will be required:

a. NOTARIZED SIGNATURES of property owner(s) on the Notice of lot Line Adjustment; and
b. TAX COLLECTOR'S CERTIFICATE (certificate valid for 60 days)
c. SOLE FORM OF FINANCING (Lien holder/Mortgage holder approval)

NOTE: It is the applicant's responsibility to record a deed transferring title of the adjusted area. The deed must be recorded within 2-years of approval or the approval will expire and be invalid.

TCC §16.32.063 - Time extension.
The advisory agency, or their designee, may grant one extension of time up to but not exceeding twelve months beyond the twenty-four months allowed for completing the lot line adjustment. Requests for time extension shall be made, in writing, to the advisory agency not less than thirty days prior to the expiration of the lot line / merger adjustment.

Recording fees will also be collected at completion of project ($13 first page (each title) and $3 for every page thereafter).

Application Number

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PLANNING DIVISION

530 Main St. ♦ PO Box 2819
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Phone (530) 623.1351 ♦ fax (530) 623.1353

Application for

LOT LINE ADJUSTMENT – MERGER – CERTIFICATE OF COMPLIANCE

☐ Lot Line Adjustment TC§16.32 ☐ Merger TC§16.32 ☐ Certificate of Compliance TC§16.56.020

APPLICANT Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PROPERTY OWNER Check if same as Applicant Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

If more than one parcel owner, attach an additional page.

PROPERTY/PROJECT DESCRIPTION

Property location/Address: _____

Assessor's Parcel Number(s): _____ Acres: _____

Property's Approx. Elevation: _____

Existing Land Use: _____ Present Zoning: _____ General Plan Designation: _____

PLEASE DESCRIBE IN DETAIL WHAT IT IS YOU WANT TO DO:

_____

_____

_____

_____

FOR OFFICE USE ONLY
Application Received by: _____
Date: _____
Application Fee: _____
Receipt No.: _____

I hereby certify that I am the owner of record of the property described above, or have authorization to act in behalf of the owner (form attached), and that this application and all other documents submitted are true and correct to the best of my knowledge.

Applicant's Signature ***Date***

Trinity County
PLANNING DIVISION

Project Cost Reimbursement Agreement

I, _____, the undersigned ("Applicant"), hereby authorize the County of Trinity ("County") to process Project/Estimate #_____ located on APN #_____**,** in accordance with the Trinity County Code § 17.30E.050. Pursuant thereto, I am depositing $_____ as an ***initial*** **deposit** to pay for County staff review, coordination, and processing costs related to my project request based on actual staff time expended and other costs, including, but not limited to, costs for outside consultants' services, legal review, and materials and equipment.

For the purposes of this agreement, a "project" is a broad category of County staff services, including, but not limited to, permit applications, ancillary projects, agreements, entitlements and referral requests.

In making this initial deposit, I acknowledge and understand that **the initial deposit may only cover a portion of the total project processing costs and additional deposits may be required to cover the total project processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Trinity County Salary Schedule, in addition to other allowable direct and indirect costs. Actual Costs may also include other costs, such as consultant costs. I also understand and agree that I am responsible for paying these costs even if the project is withdrawn, not approved, or appealed.** I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by Trinity County staff in processing my requested project and any associated outside costs will be billed against the available deposit ("Staff Time"). ***"Staff Time"*** **includes, but is not limited to, time spent by Staff reviewing project materials, researching/procuring and/or reviewing necessary background documentation, producing/researching/drafting any necessary environmental and/or regulatory agency documentation, accounting and financial services, site visits, responding by phone or correspondence to inquiries from the project proponent, the project proponent's representatives, neighbors and/or interested parties, producing public/tribal notifications, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests, or responding to any legal challenges related to the project. "Staff" includes any employee of the Trinity County Planning Division. Other costs may include outside services used, such as consultant charges. This agreement does not include other agency review fees or the County Clerk Environmental Document or other filing fees, other County Permit application fees, or fees collected by other divisions that may charge separately for their**

review (such as Building permit fees and Environmental Health fees) or other required flat rate fees and charges.

2. I agree to pay all costs related to project condition compliance as specified in any conditions of approval for my project.
3. Staff will review the project description, scope of County Staff work, and application for completeness and provide me with a good faith estimate of the full cost of processing the license/permit. I understand and agree that the good faith estimate is not a guarantee of maximum costs.
4. Cost statements (based on frequency of activities) showing the costs applied, and the available balance may be provided in lieu of monthly statements. I will be asked to replenish the deposit as needed to maintain a positive balance throughout the life of the project application.
5. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing (generally less than 20% of the initial deposit), Staff will notify me in writing and request an additional deposit amount estimated necessary to complete the processing of my project, but no less than 50% of the original deposit. I agree to submit sufficient funds as requested by Staff to process the project application within thirty (30) days of the request.
6. If the actual cost of the application is less than the deposit and there are excess funds remaining after the County processes my application, the remaining amount will be returned to me within ninety (90) days after the completion of my application process.
7. If the final cost for the application process is more than the available deposit, I agree to pay the difference within thirty (30) days of written notice by the County.
8. I understand, if I fail to pay any invoices or requests for additional deposits within thirty (30) days of a written request by the County, the County may stop processing my project, consider my project withdrawn, or deny my project. In addition, if I fail to pay any invoices after my project is approved, I acknowledge that my project may not vest and may expire, or may be subject to revocation.
9. I understand that my payment of fees and costs related to this agreement in no way constitutes assurance of approval of my project and agree that County retains complete discretion to approve, condition approval on certain requirements, or deny my application.
10. The obligations of the Applicant under this agreement shall survive and apply regardless of whether any County approval is invalidated, set aside, expires, or is abandoned for any reason.
11. All obligations, representations, and covenants set forth in this agreement, by or no behalf of, or for the benefit of any of the parties hereto, shall be binding and inure to the benefit of such party, its successors and assigns.
12. A waiver by any party of any breach of any term, covenant, or condition herein or a waiver of any right or remedy of such party shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
13. No amendment or modification of any provision of this agreement shall be effective unless such amendment or modification is in writing, signed by the parties.
14. This agreement constitutes a personal contract and no party hereto shall assign or transfer this agreement without the prior written and signed consent of the other party.
15. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect.

16. This agreement shall be governed by the laws of the State of California, and it is agreed by the parties that any action brought to enforce any of the provisions of this agreement shall be brought in the County of Trinity.
17. All parties to this agreement warrant and represent that they have the power and authority to enter into this agreement.
18. I understand that if I fail to pay costs that I may be charged late fees, interest and collection costs.

Applicant:

_____
(Signature)

Name: _____

Company (if applicable): _____

Title (if applicable): _____

Date: _____

To be completed by Administrative Staff:

_____
Project Name, Permit Number, CCL and/or Planning File Number and Project Request (***above***)

_____
Receipt Number (***above***): Date

TRINITY COUNTYCOMMUNITY DEVELOPMENT DEPARTMENT
BUILDING - ENVIRONMENTAL HEALTH 61 AIRPORT ROAD, PO BOX 476
PLANNING- CANNABIS- NATURAL RESOURCES 530 MAIN ST., PO BOX 2819
WEAVERVILLE, CALIFORNIA 96093
PHONE 530.623.1351, FAX 530.623.1353

Trinity County Community Development Department Indemnification Form

The undersigned Applicant(s) and Property Owner(s) hereby agree to the following:

1. Applicant(s) and Property Owner(s) shall defend, indemnify, and hold harmless the County of Trinity ("County"), its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings, or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County, its advisory agencies, boards, or commissions, including, but not limited to, appeals boards, Planning Commission, or Board of Supervisors) arising out of, or in connection with, the County's review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors, or relating to any damage to property or persons stemming from the project and/or associated activity. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention that the project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state, or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. The indemnification shall apply to any damages, costs of suit, attorney fees, or other expenses incurred by the County, its agents, officers, and employees.
2. The obligations of the Property Owner(s) and Applicant(s) under this Indemnification Form shall be a continuing obligation and shall apply regardless of whether the application or any permits, licenses, or entitlements, of any kind, are issued, approved, denied, expired, or terminated.
3. County shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
4. For any breach of this obligation, the County may rescind its approval of the project.
5. Applicant(s) shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant(s), which approval shall not be unreasonably withheld. County must approve any settlement affecting the rights and obligations of the County.
6. This agreement shall be construed and enforced in accordance with the laws of the State of California.
7. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the venue shall be the Trinity County Superior Court.
8. Applicant(s) shall pay all court ordered costs and attorney fees.
9. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceedings.
10. Nothing in this Agreement shall be construed to limit, direct, impede, or influence the County's review and consideration of the project.

I agree to be bound by and to fully and timely comply with, all of the foregoing terms and conditions. Applicant(s) and Property Owner(s) must sign in blue wet ink.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date

PROJECT #

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AUTHORIZATION TO ENTER PRIVATE PROPERTY

(***All applicant(s) and parcel owner(s) must sign, add additional pages as needed)***

The Trinity County Planning Division as the lead agency performs the environmental evaluation for the California Environmental Quality Act (CEQA). Other State and local agencies also provide responsible and trustee roles under CEQA. The comments received from these agencies assist the Planning Division in preparing the environmental document for your project. In order for the Community Development Department to perform the evaluation on your proposed project we will need your permission to allow entry to your property for **Planning and/or any reviewing agency** that may need to actually view the property before providing comments.

By signing this authorization to enter your property you are granting the reviewing agencies access to your property for the purpose of evaluating your proposed project. The authorization is valid from the date the Community Development Department receives notice of your proposed project and any monitoring periods thereafter.

☐Applicant / ☐Owner Signature	☐Applicant / ☐Owner Signature
Name ***(Print or Type)***	Name ***(Print or Type)***
Project Parcel Address	Project Parcel Address
Assessor Parcel Number (APN)	Assessor Parcel Number (APN)
Date	Date

This agreement will expire upon approval or cancelation of project.

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ACKNOWLEDGEMENT OF MAINTAINING EXISTING SITE CONDITIONS

(***All applicant(s) and parcel owner(s) must sign, add additional pages as needed)***

Application Type or No.: _____ **APN:** _____

As the applicant / property owner of the above stated parcel, I hereby acknowledge that until final approval of the above application by the County of Trinity, no work such as; grading, site development, infrastructure placement, tree removal, construction, trenching, operations or activities requested in the application will be allowed.

I understand that if the project site is altered prior to project approval, the review of the project by the County will be more difficult and potentially expensive and that additional mitigation measures and/or conditions of approval may be imposed. Further, unauthorized work may cause enforcement by other agencies and/r the denial of the application.

I have also instructed my agent and/or the project applicant of the importance of maintaining existing site conditions.

Exception to the above may be approved by the Planning Division upon a written request.

_____	_____
☐Applicant / ☐Owner Signature	☐Applicant / ☐Owner Signature
_____	_____
Name ***(Print or Type)***	Name ***(Print or Type)***
_____	_____
Date	Date

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AGENT AUTHORIZATION FORM

(***All applicant(s) and parcel owner(s) must sign, add additional pages as needed)***

I, the undersigned, state that I am the applicant and/or owner(s) of the property for the proposed project _____ ***(type of proposal)*** on A.P.N. # _____. I do hereby authorize and empower _____ to act on my behalf on all matters relating to said project in connection with its filing, processing, approval, conditional approval or disapproval by Trinity County, its boards and commissions, officers, employees, and agents. Should I revoke this authorization it is my responsibility to serve written notice of said revocation to the Trinity County Planning Division.

_____	_____
☐Applicant / ☐Owner Signature	☐Applicant / ☐Owner Signature
_____	_____
Name ***(Print or Type)***	Name ***(Print or Type)***
_____	_____
Project Parcel Address	Project Parcel Address
_____	_____
Best Contact (Phone or Email)	Best Contact (Phone or Email)
_____	_____
Date	Date

Agent Information:

Name (Print): _____

Mailing Address: _____

Phone: _____

Email: _____

Preferred Method of Contact: ☐Email ☐Phone ☐U.S. Mail