



2729 PROSPECT PARK DRIVE #230  
RANCHO CORDOVA, CA 95670

## DEVELOPMENT REVIEW APPLICATION

### Project Review

**Type of project:**

- |  |  |
|--|--|
| <input type="checkbox"/> General Plan Amendment    | <input type="checkbox"/> Park Development Agreement        |
| <input type="checkbox"/> Specific Plan Review      | <input type="checkbox"/> City/County Development Agreement |
| <input type="checkbox"/> Tentative Subdivision Map | <input type="checkbox"/> CFD Formation                     |
| <input type="checkbox"/> Tentative Parcel Map      | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Rezone                    | <input type="checkbox"/> Requested Review Date: _____      |

**CRPD USE ONLY**

Project No: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Deposit \_\_\_\_\_

Revised: 5/2/2014

### Property Information

Project Name \_\_\_\_\_

Assessor's Parcel No: \_\_\_\_\_

Property Address/Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Contact Information

**Property Owner:**

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

**Applicant:**

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

**Billing Address:**

Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**Review Schedule**

Note that a CRPD review period of 30 calendar days is standard procedure. Expedited review requests may be invoiced as overtime and chargeable rates will reflect hourly rates at time and a half. Requests for less than a two week (calendar) review time may be considered an expedited request depending on the size and scope of the request.

Please complete the table below by providing an estimated project schedule by providing estimated dates for project submittals and the date requested for review comments from CRPD.

Submittal Type	Submittal Date	Requested Review Date
Current Submittal		
Future Submittal		

**Meeting Acknowledgement**

I (We), the Property Owner and Representatives, hereby acknowledge that the Park Planning and Development Department will coordinate a meeting with the Developer to provide an opportunity to discuss the District's proposed conditions of approval (COAs) and resolve any issues, concerns and/or make modifications to the proposed conditions. \* I (we) have the option to decline attendance of the meeting in writing and understand that I (we) may not be given the opportunity to request modifications to the conditions of approval once the project has been scheduled for a public hearing. I (We) understand that if a request is made to modify or add a condition(s) of approval once a public hearing is scheduled, the project may be continued to a future hearing date.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\*This meeting will be scheduled prior to the District's submittal of COAs to the Land Use Authority.

## Advanced Funding Agreement

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

- 1) Under penalty of perjury, I certify 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)
- 2) Applicant(s) do not have any past-due balances payable to CRPD for an previous project. \_\_\_\_\_ (Initial)
- 3) I have included all of the required items in hard copy (2 full copies of the same documents submitted to the Land Use Authority) and the same in digital format compatible with Microsoft Office Software and understand that missing items, inaccurate items or misleading items may result in delaying the processing of my application or issuance of an invalid permit; furthermore, all application materials, and **any outstanding balances accrued above the original deposit**, must be submitted/paid prior to a Public Hearing Notice publication by either the Land Use Authority or CRPD. I further acknowledge and agree that by signing this document, I accept the responsibility of posting public site notification boards (inquire with staff) regarding the proposed project at the project site. \_\_\_\_\_(Initial)
- 4) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by CRPD and its agents, officers, consultants, independent contractors and employees ("CRPD's Agents") from any and all claims, actions or proceedings against CRPD or CRPD's Agents to attack, set aside, void, or annul an approval by CRPD, or CRPD's Agents concerning the project (collectively "Claim"). CRPD shall promptly notify the Applicant of any Claim and CRPD shall cooperate fully in the defense. Nothing in this paragraph obligates CRPD to defend any Claim and CRPD is not required to pay or perform any settlement arising from any such Claim not defended by CRPD, unless the settlement is approved in writing by CRPD. \_\_\_\_\_(Initial)
- 5) Applicant(s) acknowledge and agree that the Applicant(s) will fully reimburse CRPD for costs incurred in connection with the Application Process regardless of any action taken by CRPD with respect to the Applicant(s)'s application. Applicant(s) also acknowledge and agree that the Fees (hereinafter "Funds") paid herewith may not be adequate to fully reimburse CRPD for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agrees that there shall always remain on deposit with CRPD sufficient Funds to cover the anticipated costs to be incurred with the Application Process through a Public Hearing Process. In the event, for any reason, a CRPD request for further deposit of Funds from Applicant(s) is not fully satisfied, within fifteen (15) business days CRPD may cease processing of this application and the related project, and record the failure to make the requested deposit of Funds as the Applicant(s)' request to stop processing the application as is herein the legal claim of the title of the property. The applicant(s) is responsible to fully reimburse CRPD for costs incurred in connection with this application regardless of whether CRPD requests additional deposits or stops processing the project. The advance of Funds shall not be dependent upon CRPD's approval or disapproval of the Applicant(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a

result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). \_\_\_\_\_ (Initial)

- 6) Applicant(s) also acknowledge and agree that the failure to fully reimburse CRPD for costs incurred in connection with the Application Process as provided in this application may result in CRPD placing a lien upon the subject property for the full amount of any outstanding Funds owed to CRPD for processing Applicant(s)'s application. Until all outstanding Funds are paid in full, CRPD may also refuse to process any future applications by the Applicant(s), including applications for unrelated projects. \_\_\_\_\_ (Initial)
- 7) Applicant(s) acknowledges and agrees that this application is a contract between the Applicant and CRPD and that all obligations are enforceable against the Applicant regardless of the status or outcome of the application process. 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 CRPD unless reduced to writing and signed by the District Administrator or his/her designee. No course of conduct shall be binding upon CRPD 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)
- 8) No employee, agent, independent contractor or other representative of CRPD, other than CRPD District Administrator or CRPD Park, Planning and Development Manager, 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)
- 9) This Application shall be a public record. \_\_\_\_\_ (Initial)
- 10) 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

# CORDOVA RECREATION AND PARK DISTRICT

## LETTER OF AUTHORIZATION

This form shall serve to notify CRPD that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

**Authorized Person:**

Name/Firm \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

**Applications:** \_\_\_\_\_  
\_\_\_\_\_

**Legal Owners:**

I we/are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

***A letter signed by the property owner(s) may be submitted in lieu of this form. The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.***

## **Cordova Recreation and Park District Deposit Replenishment Policy**

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Upon submittal of a development application for Project Review services, CRPD shall collect the appropriate deposit(s) for reviews required pursuant to the development review.

When the cost of work performed on any given application reaches 60% of the initial deposit amount, the project manager may review the projects status to determine whether an additional deposit could be required. If a deposit is required, CRPD will contact the applicant to request a Deposit Replenishment in an amount sufficient to complete the project or an amount to be determined by the project manager for large development projects. If the Deposit Replenishment is not received within 15 days, CRPD may stop work on the project and notify the applicant that work will resume when the deposit is received.

Prior to a public hearing notice being sent for a project, or the final decision being made on a non-public hearing item, a final accounting shall be conducted to determine if sufficient funds are on hand to complete the project. If sufficient funds are not on hand, an amount equal to meet the projects budget will be requested from the applicant for project completion.

For projects requiring a Park Development Agreement (PDA), CRPD will collect Funds to reimburse for time spent by CRPD staff and legal counsel developing the PDA. All other expenses related to the PDA will be paid for by the Developer. For any projects with a remaining Park Development Agreement deposit, the deposit may not be refunded until a new deposit has been established with CRPD for the annual PDA compliance review for the project.

I hereby agree to the policy stated above:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Name