



FILE # _____

EL DORADO COUNTY PLANNING DIVISION

DEVELOPMENT AGREEMENT

ASSESSOR'S PARCEL NO.(s) _____

PROJECT NAME/REQUEST: (Describe proposed use) _____

APPLICANT/AGENT _____

Mailing Address _____
P.O. Box or street city state & zip

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
P.O. Box or street city state & zip

Phone () _____ FAX () _____

ENGINEER/ARCHITECT _____

Mailing Address _____
P.O. Box or street city state & zip

Phone () _____ FAX () _____

LOCATION: The property is located on the _____ side of _____
N/E/W/S street or road

_____ feet/miles _____ of the intersection with _____
N/E/W/S major street or road

in the _____ area. **PROPERTY SIZE** _____
acres / square footage

DEED RESTRICTION CERTIFICATE: (I/We) certify that there (are/are not) deed restrictions on the subject site. The undersigned hereby authorizes the filing of this application and authorizes on-site review by County personnel.

X _____
Signature of property owner or authorized agent

Date _____

FOR OFFICE USE ONLY

Date _____ Fee \$ _____ Receipt # _____ Rec'd by _____ Census _____

Zoning _____ GPD _____ Supervisor District _____ Sec _____ Twn _____ Rng _____

ACTION BY PLANNING COMMISSION

Hearing Date _____

Approved _____ Denied _____
findings and/or conditions attached

Executive Secretary _____

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Approved _____ Denied _____
findings and/or conditions attached

APPEAL:
Approved _____ Denied _____

DEVELOPMENT AGREEMENT

INFORMATION REQUIRED

INTRODUCTION

A development agreement is a mutually agreed upon contract between the County and the applicant, outlining the provisions of development of specific property, the obligations of the developer, those of the County, and the time frames in which certain actions may occur. The terms of the agreement are negotiated between the applicant and the County, and it is approved by the Board of Supervisors after a review and recommendation by the Planning Commission.

Changes to the terms of the draft agreement should be expected during the negotiation process between County staff and the applicant's representative.

SUBMITTAL OF INFORMATION REQUIRED

1. Draft development agreement terms or deal points requested;
2. Location map of subject property;
3. Assessor's Parcel Numbers of each parcel that is the subject of the Agreement;
4. The names and mailing addresses as listed on the latest assessment roll of the owners of the subject property;
5. The legal description of the subject property;
6. Description of project, including size of property, number of dwelling units, area of commercial development, and other pertinent information regarding the scope and scale of development;
7. The time period in which the Development Agreement is proposed. Time periods may range from one (1) year to twenty (20) years;
8. In addition to the above information, the Director may require a qualified applicant to submit any additional information and supporting data considered necessary to process the application.

FEES: The applicant shall pay a filing fee at time of application submittal, based on the latest fee Resolution of the Board of Supervisors.



**EL DORADO COUNTY
COMMUNITY DEVELOPMENT AGENCY**

AGREEMENT FOR PAYMENT OF PROCESSING FEES

Business or Name of Financially Responsible Party

Project/Facility Number

the FINANCIALLY RESPONSIBLE PARTY (hereinafter FRP), agrees as follows:

1. This project/facility is subject to time and materials method of billing or raises issues that may require significant staff and/or consultant time which might not be covered by the initial processing deposit/fee detailed in the approved Board of Supervisors Community Development Agency Consolidated Fee Schedule, and other County department fee schedules as applicable, as amended from time to time. Therefore, the FRP for this project will be billed at the approved rate for time and materials for the processing of this project. The fee initially collected will be a deposit toward subsequent billings.
2. Accounting of time spent on the project and/or applicable fees will be detailed in a statement/invoice sent to the FRP.
3. The FRP is responsible for payment of all permit processing costs and/or applicable fees associated with this project/facility. If payment is not received within 90 days of the date of an invoice, the County may elect to stop work and close the file. The County may require a new application and/or new deposit before resuming processing of the project. Projects with an outstanding balance due on their account that are not paid in full by the scheduled appearance on the Planning Commission, Zoning Administrator, or Board of Supervisors agenda will not proceed until after any balance due is paid.
4. If during the course of processing, the FRP changes, the new FRP must complete an Agreement for Payment, which will release the previous FRP from further financial obligations and designate the new FRP.
5. The FRP understands and agrees that if the FRP owes any overdue balance for processing a project/permit of more than 90 days, Community Development Agency will not accept any subsequent applications from the FRP until the outstanding balance due is paid.
6. FRP agrees to pay any and all remaining fees applicable under the approved Board of Supervisors Community Development Agency Consolidated Fee Schedule, and any other fees associated with the processing of the project that may be charged by County Departments outside of the Community Development Agency, prior to map clearance for recordation or clearance for record of survey or issuance of any building or grading permits or any other permits under authority of the Community Development Agency. No clearances or permits will be issued without receipt of full payment of fees applicable under the approved Board of Supervisors Community Development Agency Consolidated Fee Schedule, or any other fees associated with the processing of the project that may be charged by County Departments outside of the Community Development Agency, unless waived or adjusted in accordance with County Board of Supervisors Policy B-2.

Project/Facility No. _____

- 7. If the FRP appeals a decision on this project/facility, the costs of processing the appeal will be charged to the FRP pursuant to the fees applicable under the approved Board of Supervisors Community Development Agency Consolidated Fee Schedule, and other County department fee schedules as applicable, at the time of Appeal.
- 8. If payment is not received within 90 days of said statement/invoice, collection will be initiated. Unpaid balances turned over to County Revenue Recovery will be assessed an additional fourteen percent (14%).
- 9. A processing fee will be charged for any check returned for insufficient funds, up to the maximum allowed by the State of California.

Executed this _____ day of _____ 20 _____

FINANCIALLY RESPONSIBLE PARTY

Business/
Name _____

Representative
Name _____

Street Address

City State Zip

**FINANCIALLY RESPONSIBLE
PARTY/Representative:**

Signature

Reviewed by: _____
CDA Representative

CHANGE OF FINANCIALLY RESPONSIBLE PARTY (FRP)

If this document supersedes a previous Agreement for Payment, due to change in financial responsibility, the previous FRP must also sign to acknowledge release of responsibilities. Upon project completion, any remaining deposit will be refunded to the FRP currently on record.

PREVIOUS FINANCIALLY RESPONSIBLE PARTY:

Print Name Signature

Street City State Zip

Date of release of financial responsibility: _____