

City of Piedmont
 120 Vista Avenue
 Piedmont, CA 94611
 www.ci.piedmont.ca.us
 510-420-3050 (T) 510-658-3167 (FX)

Date _____
 App. # _____
 Paid _____
 DR App. # _____
 Rec'd by _____

DEVELOPMENT AGREEMENT APPLICATION

As provided in City Code Division 17.74

APPLICANT/AGENT INFORMATION

(If more than one agent is authorized to act on your behalf, please photocopy this form and provide contact information)

Name	Phone
Address	Mobile
Additional contact info if needed	Fax
Additional contact info if needed	Email

PROPERTY OWNER INFORMATION

(Please photocopy this form and provide contact information of all property owners)

Name	Phone
Property Address	Mobile
Mailing Address (if different)	Fax
Additional contact info if needed	Email

FEE INFORMATION

An initial \$6,556 deposit and a 30% administrative fee of \$1,966 (total of \$8,522) shall be provided at the time of application submittal. Additional deposits and administrative fees shall be submitted to complete the processing of the application if the balance falls below \$1,000. Applicant will be required to provide any such payment in addition to the initial \$6,556 within 15 days of written notice by the City. Failure to provide such deposit shall constitute a breach of this agreement. Any deposit and pro-rated administrative fee remaining at the completion of construction of the project shall be returned to the applicant within 30 days of the issuance of the Certificate of Occupancy or Final Inspection.

APPLICATION STATEMENTS

In accordance with §17.74.030.A, please provide the following information concerning your proposed development (you may provide additional sheets or reference specific sheets of the proposed architectural plans):

The duration of the agreement (§17.74.030.A.1); _____

The permitted use of the property (§17.74.030.A.2); _____

The density or intensity of the use (§17.74.030.A.3); _____

The maximum height and size of the proposed buildings (§17.74.030.A.4); _____

Provisions for the dedication of land for public purposes (§17.74.030.A.5); _____

The public benefit offered by the applicant as consideration for entering into the agreement (§17.74.030.A.6); _____

In accordance with §17.74.030.B.1-4, please provide information concerning your proposed development as it may be related to these provisions (you may provide additional sheets or reference specific sheets of the proposed architectural plans):

CERTIFICATIONS AND DECLARATIONS

[Note: the words "I/we" and other similar alternative language automatically binds and covers all Property Owners of the real property to be covered by the Development Agreement, whether individuals or legal entities.]

By signing below, I/we hereby certify:

1. I am/we are (one of) the Property Owner(s) (owner(s) of record) and am duly authorized to make this application and bind all other property owners thereby;
2. I/we have read City Code Division 17.74 (Development Agreements) and understand the provisions and requirements therein;
3. I/we shall comply with all provisions of City Code Division 17.74, including specifically §17.74.080.B;
4. I am/we are aware that the cost of processing this Development Agreement may exceed the cost of the initial deposit of \$6,556 and 30% administration fee, and that additional deposits will be required until a Development Agreement has been signed by all parties, and that any remaining funds will be returned to me or my entity once a Certificate of Occupancy or a Final Inspection of the development has been issued, and that failure to provide additional deposits within 15 days of written request shall constitute a breach of this Agreement;
5. The information in this application is accurate and complete to the best of my/our knowledge;
6. I am aware that City Staff, Planning Commissioners and City Council members will be on my/our property to evaluate the site and view the story poles and understand the proposed construction, and I/we hereby provide permission for any such access without further notice;
7. I/we agree to provide all plans, documents, fees, and analyses required for development pursuant to Piedmont Municipal Code and City Policies;
8. I/we agree to abide with all Conditions of Approval that may be separately required by the City in the design review and variance process, including those that are required outside of this Agreement;
9. I/we authorize the named individual(s) on page 1 of this application to act on my behalf as my/our Agent(s) in all matters pertaining to this Agreement, and authorize such individuals to legally bind me/us or my/our entity by their actions, statements and writings. I further authorize the City to contact this/these Agent(s), and have provided the Agent's(s') contact information on page 1 of this application;
10. I/we on behalf of myself/ourselves and any entity I/we represent agree to hold harmless, defend at my (my entity's) sole expense and indemnify the City of Piedmont, its elected and appointed officials, agents, officers and employees from and against any claim, demand, loss, liability, action or proceeding relating to, resulting from or in connection with any matter whatsoever related to the Development Agreement to be entered into between Property Owner(s) and the City of Piedmont.
11. I/we on behalf of myself/ourselves and any entity that I/we represent, I/we agree to hold harmless, defend at my/our entity's sole expense, and indemnify the City of Piedmont, its elected and appointed officials, agents, officers and employees from and against any claim, demand, loss, liability, action, or proceeding relating to, resulting from or in connection with any determination, whether through its Planning Commission, City Council, City Staff, or otherwise, regarding applicability of the California Environmental Quality Act to the project to be covered by the Development Agreement, including but not limited to any determination that a Categorical Exemption applies or that an Initial Study, a Negative Declaration or an Environmental Impact Report is or is not required for the Project that is the basis of the Development Agreement.

Signature Date

Print name and title

Name of Entity

Signature Date

Print name and title

Name of Entity