



# SPECIAL DISTRICT FORMATION/ANNEXATION APPLICATION

Return: signed copies of this application,  
plans and payment to:

**Office of Economic Development  
Special Districts  
Attn: Michael Franklin  
3403 Tenth Street, Suite 400  
Riverside, CA 92501**

At the time an application is submitted, a payment for services in the amount of \$500 will be required. The Riverside County Office of Economic Development will provide a determination letter describing the type of financing, additional fees required and petition prior to proceeding.

**Plans include:** (1) Blue beam copy & (1) Hard copy

- Tract/Parcel Map
- Maintenance Exhibit (To be approved by County, showing sq. ft for all items on Exhibit A)
- Maintenance Plans

**Developer Review Team** meeting will be scheduled once Special Districts is in receipt of:

- Payment
- Application
- All Plans (grading, street, drainage)

**Failure to complete and submit all items may delay the processing of this application**

### A. Preferred Proceedings (Check)

- |   |  |
|---|--|
| <input type="checkbox"/> Improvement Acts of 1913/15          | <input type="checkbox"/> Mello-Roos Community Facilities Act |
| <input type="checkbox"/> Landscaping and Lighting Act of 1972 | <input type="checkbox"/> Undecided                           |
| <input type="checkbox"/> County Service Area                  |  |

**Project Name:** \_\_\_\_\_

### B. Property Characteristics

**Current APN:**

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
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\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
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 \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
 \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

### C. Applicant Information

**Applicant Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Relationship to Landowner:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

### D. Civil Engineer for Project to Date

**Company Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

### E. Property Owner Information

**Property Owner Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

All Landowners must be listed. If more than one landowner, all owners must sign this application or provide a letter stating the signing party is authorized to sign on their behalf, and that the property owners are in support of this application.

Are you the builder for this project?  Yes  No

Provide Grant Deeds to verify ownership and

Certificate of Incumbency for the authorized signer, if applicable

### F. Builder Information

**Builder's Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

### G. Special District Consultation Information

**Consultant Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

**H. List of Proposed Facilities and Requested Services**

Maintenance Matrix should reflect what is on the Approved Maintenance Map, See Exhibit A

**I. Project Land Use Summary**

(i.e., number of units/acres by land use category)

- 1.) Total Number of Residential Units: \_\_\_\_\_
- 2.) Commercial: \_\_\_\_\_
- 3.) Industrial: \_\_\_\_\_
- 4.) Mixed Use: \_\_\_\_\_
- 5.) Total Number of Open Space: \_\_\_\_\_
- 6.) Total Acreage: \_\_\_\_\_
- 7.) Seniors: \_\_\_\_\_
- 8.) Desired Tax Burden: \_\_\_\_\_
- 9.) Timing of Project: \_\_\_\_\_ Date of Models Opening: \_\_\_\_\_

**10.) Class or Type of Residence                      Sales Price Range**

A.	sq.	Base Price	\$	To	\$
B.	sq.	Base Price	\$	To	\$
C.	sq.	Base Price	\$	To	\$
D.	sq.	Base Price	\$	To	\$
E.	sq.	Base Price	\$	To	\$

Provide supporting sales documentation

**J. Overlapping Debt**

Provide all existing Special District or proposed Special District information, including RMA, Notice of Special Tax or Engineer’s Report per Taxing Agency.

\_\_\_\_\_

**K. Additional Project Information**

- 1. Is this project dedicating or conditioned to dedicate, any portion of this property to a public or private agency? Please include acreage and explain. \_\_\_\_\_
- 2. Is this project located within an established recreation district? (i.e., Valley Wide Recreation District, Desert Recreational District, CSA)  Yes    Where: \_\_\_\_\_     No
- 3. Public Entities anticipated to own, operate or maintain facilities or improvement proposed:  
\_\_\_\_\_

### Exhibit A - Maintenance Matrix

IMPROVEMENT	MAINTENANCE ENTITY				
Check all that Apply	QTY	CFD	CSA	HOA	OTHER
<input type="checkbox"/> Basin (WQMP)					
<input type="checkbox"/> Benches					
<input type="checkbox"/> Bio-Clean (WQMP)					
<input type="checkbox"/> Bio-swales (WQMP)					
<input type="checkbox"/> Bridge Lights					
<input type="checkbox"/> Fencing					
<input type="checkbox"/> Fossil Filters					
<input type="checkbox"/> Fuel Modifications					
<input type="checkbox"/> Graffiti					
<input type="checkbox"/> Landscaping (Median)					
<input type="checkbox"/> Landscaping (Streetscape)					
<input type="checkbox"/> Monuments					
<input type="checkbox"/> Monument Lighting					
<input type="checkbox"/> Open Space					
<input type="checkbox"/> Paseos					
<input type="checkbox"/> Park Site					
<input type="checkbox"/> Street Lights					
<input type="checkbox"/> Traffic Signals					
<input type="checkbox"/> Trails					
<input type="checkbox"/> Weed Abatement					
<input type="checkbox"/> Other					
<input type="checkbox"/> Other					
<input type="checkbox"/> Other					

1. The foregoing provisions are hereby incorporated into this agreement by reference as though set forth in full herein.
2. Property Owner(s) certify under penalty of perjury that I/we am/are the legal owner(s) (all individual owners must sign as they appear on the deed to the land).
3. Applicant and Property Owner(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/We further acknowledge and agree that by signing this document I/We accept the posting of public notices regarding the proposed district formation as required.
4. Applicant and Property Owner(s) agree to defend, indemnify and hold harmless the Office of Economic Development ("County") and its agents, officers, consultants, independent contractors and employees ("County Agents") from and all claims, actions or proceedings against the County or the County's Agents to attack, set aside, void, or annul an approval by the County or County's Agents concerning the district formation process (collectively "Claim"). The County shall promptly notify the Applicant of any Claim and County shall cooperate fully in the defense. Nothing in this paragraph shall obligate the Count to defend any Claim and the County shall not be required to pay or perform any settlement arising from any such Claim not defended by the County, unless the settlement is approved in writing by the County. Nothing contained in this paragraph shall prohibit the County from independently defending any Claim, and if the County does decide to independently defend a Claim, (the County shall bear its own attorney's fees, expenses of litigation and costs for that independent defense, unless such independent defense arises from Applicant's failure to defend the County, in which case Applicant shall reimburse County for costs and fees incurred for such defense. The Applications may agree to reimburse the County for attorney's fees, expenses of litigation and costs for that independent defense. Should the County 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 Applicants.)
5. Any changes to plans that affect the actual improvements, plant material, and/or quantities after Resolution of Intention to form a special district or a signed Engineer's Report, may require the application process to be restarted. In the event of any changes, property owner accepts full responsibility to disclose all purchasers to contact the Office of Economic Development Department. If changes occur and the Office of Economic Development is not notified, it will result in delays to your project as well as additional fees. The Office of Economic Development Department will not be responsible for any costs changes that result in additional charges not reflected in Resolution of Intention or signed Engineer's Report.
6. Applicant and Property Owner(s) acknowledges and agrees that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of funds and 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 County.
7. No employee, agent, independent contractor or other representative of the County, other than the Office of Economic Development Department or the Board of Supervisors 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.
8. Applicant(s) and Property Owner(s) agree to notify the County in writing immediately when the subject property is sold, transferred, conveyed, foreclosed upon, or otherwise assigned to any party that is not a signatory to this Agreement. Applicant and Property Owner shall remain fully liable to County for all provisions of this Agreement until such time as notice is received by County. Upon such notice, the County may immediately cease all work until a new application is accepted by the County.
9. Applicant and Property Owners shall design and construct improvements to County issued plan check comments and standards for those items requested to be maintained by said District.

10. Prior to turnover and County acceptance of CFD related facilities for maintenance, the Special Tax Services, Reserve Fund, and Admin accounts must be fully funded. This can be accomplished by receiving a direct payment (to combine with current cash on hand in order to equal the fully funded account value) or by the accumulation of annual levies received (prior to acceptance of maintenance).

By signing below, the parties hereto agree that the information provided herein is true and correct, and hereby agree to the terms set forth herein.

**IT IS SO AGREED:**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Print)**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Print)**

**Submitted By:**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_