



CITY OF EASTVALE
 12363 Limonite Avenue, Suite 910
 Eastvale, CA 91752
 (951) 361-0900

For City Use Only	
Project No:	_____
Date submitted:	_____
Rec'd by:	_____ Fee: _____

PLANNING PROJECT APPLICATION

APPLICATION TYPES (Please indicate all of the planning applications you wish to apply for.)

<input type="checkbox"/> Major Development Review** DR <input type="checkbox"/> Minor Development Review MDR <input type="checkbox"/> Conditional Use Permit** CUP <input type="checkbox"/> Adjustment AR <input type="checkbox"/> Variance** VAR <input type="checkbox"/> Change of Zone COZ <input type="checkbox"/> General Plan Amendment GPA <input type="checkbox"/> Zoning Code Amendment ZCA <input type="checkbox"/> Specific Plan** SP <input type="checkbox"/> Specific Plan Amendment SPA	<input type="checkbox"/> Development Agreement DA <input type="checkbox"/> Tentative Tract Map** TTM <input type="checkbox"/> Tentative Parcel Map** TPM <input type="checkbox"/> Tentative Tract Map Modification TTMM <input type="checkbox"/> Tentative Parcel Map Modification TPMM <input type="checkbox"/> Amended Final Map AFM <input type="checkbox"/> Sign Program SGNP <input type="checkbox"/> Extension of Time EOT <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____
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**These applications must also submit a completed copy of the water quality management plan checklist.

PROJECT INFORMATION

Project Address/Location
Assessor Parcel Number(s)
Description and Purpose of the Project
<i>Please see the Submittal Requirements (provided separately) for a list of the information that must be submitted with various application types.</i>
Was a Pre-Application Review done for this Project? <input type="checkbox"/> No <input type="checkbox"/> Yes

CONTACT INFORMATION

****The applicant and property owner are considered jointly and severally liable for all project expenses.***

Please check the box indicating which address invoices should be sent to.

Property Owner:

Applicant:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Check here if additional Property Owner Certifications are attached to this application.

Agent:

Other:

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Name: _____

Contact: _____

Address: _____

City, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

Community Engagement Statement

The City of Eastvale encourages applicants to involve the community at all stages of the development process. Applicants are encouraged to notify and engage the community at the time of, or prior to, submitting an application for entitlement, as well as throughout the process. Community engagement includes, but is not limited to, community meetings and public workshops to encourage citizens to provide meaningful input. Please report any community engagement efforts to staff in writing, as these efforts will be reported to the Planning Commission and/or City Council as appropriate.

I have read and understand the above statement regarding Community Engagement.

Applicant Signature

Date

Hazardous Waste Affidavit

Government Code Sections 65962.5 requires the applicant applying for any development project (in most cases, major or minor development review per the Eastvale Zoning Code) to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. No application will be accepted as complete without this signed statement. Please research your project site and sign this affidavit.

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is not located on or near an identified hazardous waste site.
- The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Owner/Representative (1)

Date

Owner/Representative (2)

Date

Agreement and Representations of Applicant and Property Owner

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

- 1) Applicant(s) acknowledge ands agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff and it consultants may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. _____(Initial)
- 2) Applicant(s) certify under penalty of perjury 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)
- 3) Applicant(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 further acknowledge and agree that by signing this document I accept the posting of public notices regarding the proposed project at the project site, and agree to pay all related costs. _____(Initial)
- 4) Applicant(s) agree to defend, indemnify and hold harmless the City of Eastvale ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of

litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney’s fees, expenses of litigation and costs for that independent defense. Should the City 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 Applicant. _____(Initial)

5) Applicant(s) acknowledges and certifies that with this application I am financially obligated to the City of Eastvale for all expenses related to the time and effort spent by the employees, agents, consultants, and legal representatives that are used to process this/these applications. I understand that once an application processing deposit has been depleted, additional deposits will be required prior to continuing work on this/these applications. Thus, I acknowledge and agree that the City will not notice this project for public hearing and/or consider the project if the project does not have a positive fund balance. _____(Initial)

6) Applicant(s) acknowledges and agrees that 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 the City unless reduced to writing and signed by the City Manager or his/her designee. No course of conduct shall be binding upon the City 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)

7) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, 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)

8) This Application shall be a public record. _____(Initial)

9) 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

Attach additional signatures on a separate sheet.