



Planning & Building Department
3675 Mt. Diablo Boulevard, Suite 210
Lafayette, CA 94549-1968
Tel. (925) 284-1976
www.lovelafayette.org

APPLICATION FOR CERTIFICATE OF COMPLIANCE INSTRUCTIONS TO APPLICANTS

GENERAL

The certificate of compliance process provides for a means whereby landowners can request that the City make a determination about the validity of a prior division of land. Any owner, or person contracting to acquire real property, may submit an application requesting that the City determine whether the property complies with the provisions of the State Subdivision Map Act¹ (Government Code Sections 66410 *et seq.*) and Title 6, Part 6 – Subdivisions (Lafayette Municipal Code). When an application request is made, the City must issue either a certificate of compliance or a conditional certificate of compliance. When issuing a certificate of compliance, the City may impose conditions established by the Subdivision Map Act (Map Act) or local ordinances² including the requirement to apply for a subdivision map to legally create the parcel.

Certificates of compliance determine only whether the property conforms to the requirements of the Map Act and local ordinances. The property may be sold, leased, or financed without further compliance with the Map Act and local ordinances. They do not grant any right to develop the property.

PROCEDURES

1. The applicant must fully complete the application and be sure that all submittal requirements and fees are provided. Application materials are accepted as digital (PDF) files. The current property owner must also sign the application. A staff planner will check the application for completeness and prepare a file.
2. After receiving the necessary application materials, staff will review the information to determine whether or not the parcel was created legally under the applicable regulations or was created before there were regulations. If the parcel was created legally, typically through a recorded land division, the Planning and Building Department Director will issue a certificate of compliance. If the parcel was not created legally, such as through a deed, lease, deed of trust, or exclusive easement, the Planning and Building Department Director will issue a conditional certificate of compliance.

The City may impose any conditions that would have been applicable to the division of the property at the time the applicant/property owner acquired his or her interest in the property. If the applicant/property owner was the owner of record at the time when the property was illegally created in violation of the Map Act or local ordinance, then the City may impose any conditions that would be applicable to a current division of the property.

¹ The State of California enacted the first Map Act Statute in 1893.

² Local ordinance means any local ordinance(s) regulating the design and improvement of subdivisions.

3. Upon completion of the certificate of compliance, the document will be filed with the County Recorder. The recorded certificate of compliance serves as notice to current and future property owners that fulfillment and implementation of the stated conditions is required prior to the issuance of a permit or other approval for the development of the property.

SUBMITTAL REQUIREMENTS

- Completed checklist and application form signed by the applicant and current property owner.
- Completed Agreement to Pay for City Services (ACS) form signed by the applicant.
- Application filing fee consistent with the current fee schedule adopted by City Council.³
- A record of building permits or other approvals issued for the development of, or improvement to, the property.
- A recorded final map, parcel map, or official map for the property.
- Chain of title to the property, including deeds, leases, and deeds of trust. All such documents shall be accompanied by Assessor parcel map representations of the parcel(s) described in the instruments. If Assessor parcel maps are not available, a licensed land surveyor or registered civil engineer may prepare the map representations.

After staff has made the determination to issue a certificate of compliance, the applicant may be required to provide a typewritten and/or electronic copy of the applicable property description for inclusion in the document to be recorded.

³ A schedule of Planning & Development fees is available at www.lovelafayette.org > City Hall > City Departments > Planning & Building > [Fees](#)

CERTIFICATE OF COMPLIANCE APPLICATION FORM

APPLICANT INFORMATION				OWNER INFORMATION		
Applicant Name				Owner Name		
Applicant Address				Owner Address		
City	State	Zip		City	State	Zip
Phone () -	Cell () -			Phone () -	Cell () -	
Email (for official use only)				Email (for official use only)		
Applicant Signature				Owner Signature		

Property address (or approximate location): _____

Tax Assessor's Parcel No.: _____ Square footage of parcel: _____

Describe any structures on the parcel and approximate date(s) of construction: _____

FOR STAFF USE

Zoning: _____ Minimum Lot Size: _____ Subject Lot Size: _____

Approved: _____ Conditionally Approved: _____

Recorded: _____

THE FOLLOWING SECTION MUST BE COMPLETED BY A TITLE COMPANY:

1. Owner(s) of Record (as vested) _____
2. An examination of the official records discloses that the subject parcel was originally created on:
(Month) _____ (Day) _____ (Year) _____
3. The instrument of creation of the parcel was a (check as applicable):
 Subdivision Map Parcel Map Record of Survey
 Title Deed Lease
4. Owner of larger parcel at time of creation: _____
Recorder's Ref _____
5. Have the dimensions of the parcel changed since its original creation?
 No
 Yes
If yes, date _____ Recorder's Ref _____

I hereby certify that the foregoing information is a true and correct statement of fact to the best of my knowledge.

Escrow Officer

Signature

Date

For _____
(Title Company)

Escrow No. (if any)

NOTE TO TITLE COMPANY: Please mail or deliver original copy of this form directly to:

City of Lafayette Planning & Building Department
3675 Mt. Diablo Boulevard, Suite 210
Lafayette, CA 94549-1968

**City of Lafayette
Planning & Building Department**

AGREEMENT TO PAY FOR CITY SERVICES

Complete and submit this form with the development application.

In consideration for the City providing the services described in this Agreement, the undersigned agrees as follows:

1. The City services requested relate to development application number _____, property in the City of Lafayette located at _____, assessor's parcel number _____.
2. This Agreement is for services and fees that are in addition to the planning fees paid upon the filing of the referenced development application. I agree to pay for the additional charges imposed by the City for staff time spent processing the application based upon an hourly rate established by resolution of the City Council. These services include but are not limited to City staff time spent for engineering and other City administrative services regarding the application. In addition, I agree to pay for services of consultants retained by the City and required by it in connection with the development application at the hourly rate charged by each consultant to the City. These services include but are not limited to legal, landscaping, traffic engineering and environmental services and may also include the costs associated with such services such as mileage and photographic copies.
3. The City will bill for the services performed under this Agreement upon a monthly or other periodic basis. If at any time the balance due exceeds \$500.00, the City may cease processing the application, prepare a recommendation for taking action on the application and present the application to the appropriate hearing body for final action.
4. The development application account will remain open until it is paid in full. Final payment in full is due as follows:
 - a. In the case of a subdivision, upon release of the final improvement bond or when conditions of approval are satisfied, which ever is later in time;
 - b. In the case of all other applications, when the City authorizes Contra Costa County to issue final building inspection clearance or when work for which a permit is issued is completed;
 - c. If an application is denied, upon expiration of the appeal period or upon a final decision on appeal;
 - d. If an application is withdrawn, when all remaining staff work on the application is completed;
 - e. Upon the expiration of 12 consecutive months during which there was no activity on the application.
5. The undersigned is responsible for the payment of the costs and charges involved with the application even though the property or project is sold or assigned to another party. If the undersigned desires to transfer payment responsibility to another, it is the undersigned's responsibility to have this Agreement replaced by a new agreement with the responsible party. Any outstanding balance must be paid before the City will accept a replacement agreement.
6. The undersigned agrees to advise the City in writing of any change to their billing address and represents that (s)he is the party responsible for payment of the costs or any other obligations incurred under this Agreement.
7. The undersigned agrees to defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from all claims, demands, lawsuits, writs of mandamus, and other actions or proceedings (collectively "Actions") brought against the City or its departments, commissions, agents, officers, officials, or employees to challenge, attack seek to modify, set aside, void or annul any City decision made in connection with this application or Agreement. In the event the City becomes aware of any such Actions, the City shall promptly notify the undersigned and shall cooperate fully in the defense. It is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the undersigned shall reimburse City for any attorney's fees, costs and expenses, including any plaintiff's or other third party's attorneys' fees, costs and expenses, directly and necessarily incurred by the City in the course of the defense.

PROPERTY OWNER NAME (Print): _____ MAILING ADDRESS: _____

PROPERTY OWNER SIGNATURE: _____ CITY, STATE, ZIP: _____

DATE: _____ TELEPHONE: _____

NOTE: THIS DOCUMENT IS NOT TRANSFERABLE • ORIGINAL TO FINANCE • COPY TO APPLICANT • COPY TO APPLICATION FILE

APPLICATION NO. _____

FOR OFFICIAL USE ONLY

ACCOUNT NO. _____

Agreement for City Services

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