



**APPLICATION PROCESS**

**STEP 1**

**INITIAL CONSULTATION**

Applicants are encouraged to consult with Community Development Department staff prior to submittal of an application. All Improvement Plan applications must incorporate the ordinance requirements of the San Joaquin County Development Title (Title 9) to ensure that off-site and on-site infrastructure meets the minimum requirements of the County.

**STEP 2**

**APPLICATION SUBMITTAL**

**FEE**

A list of current fees is available at the Community Development Department (Planning Counter) and on the Community Development Department website. The following forms of payment are accepted: cash, credit card (processing fee of \$1.35 or 2.29% [whichever is greater] applies), debit card (processing fee of \$1.35 applies) and check (made payable to San Joaquin County Treasurer).

**FORM**

One (1) copy of the completed application with signatures from all owners

**DEED & OTHER DOCUMENTS**

If applicable, one (1) copy of the recorded deed(s) of the property back to the date the parcel was created and any other documents (recorded maps, contracts of sale, etc.) that may have a bearing on the compliance of the parcel with the regulations of the Subdivision Map Act (Government Code Sections 66410, et seq.). *For Certificates of Compliance to recognize parcels.*

**MAP**

If applicable, a map delineating the deed description(s) including, but not limited to: bearings and distances, section(s), township(s), range(s), and controlling deed references. *For Certificates of Compliance to recognize parcels.*

**PROPERTY DESCRIPTION**

If applicable, separate from the deeds, a legible description of the parcel(s) being recognized. This description must be suitable for recording by the County Office of the Recorder

**APPLICATION COMPLETE**

The Community Development Department will review the application for completion. Pursuant to Government Code §65943; 14 California Code of Regulations §§ 15060(a), 1510, the Community Development Department will notify the applicant in writing within 30 days from the date of submittal whether the application is deemed complete for processing.

**STEP 3**

**APPLICATION PROCESSING**

**REVIEW**

Certificate of Compliance applications are reviewed using the Staff Review (Development Title Chapter 9-210)

**STEP 4**

**APPROVAL AND ADDITIONAL PERMITS**

**TIMING**

Improvement Plan applications are approved for a period of eighteen (18) months from the date of approval. All requirements must be fulfilled within this eighteen (18) month period, or the Improvement Plan will expire.

**KEY DATES** *For Certificates of Compliance to recognize parcels.*

**OCTOBER 19, 1961**

Parcels created prior to this date are generally in compliance with regulations. Parcels that were not created by recorded documents or that do not have clear descriptions may not be in recognized.

**FEBRUARY 11, 1968**

Parcels in which all dimensions exceed 300 feet and created prior to this date are generally in compliance if they front on a County maintained road.

**MARCH 4, 1972**

Any parcels created prior to this date, if acquired without constructive knowledge of a violation may file for a Certificate of Compliance pursuant to Government Code Section 66412.6.

**APRIL 22, 1984**

Parcels created prior to this date are generally in compliance if they have a minimum gross acreage of 40 acres and frontage on a County maintained road, or a gross acreage of 80 acres without frontage.



SAN JOAQUIN  
— COUNTY —

*Greatness grows here.*



# COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE OF COMPLIANCE

FILE NUMBER: \_\_\_\_\_

Owner Information		Applicant Information	
Name:		Name:	
Mailing Address:		Mailing Address:	
Phone:		Phone:	
Email:		Email:	
Applicant's Representative Information		Design Professional Information	
Name:		Name:	
Mailing Address:		Mailing Address:	
Phone:		Phone:	
Email:		Email:	

Property Information			
<i>For Certificates of Compliance to recognize parcels. (Attach additional sheets as necessary)</i>			
Provide a brief history of the parcel (when it was created, by whom, boundary modifications, ownership record, etc.) and any construction history that may have bearings on the parcel:			
Assessor Parcel Number	Property Address	Property Size	Williamson Act Contract (Y or N)

Project Information	
<i>For all other Certificates of Compliance (Attach additional sheets as necessary)</i>	
Provide a brief description of the project and information regarding compliance with an existing approved plan/document (ex: Development Agreement):	
Approved plan/document (ex: Development Agreement)	PA-



**FILE NUMBER:** \_\_\_\_\_

**AUTHORIZATION SIGNATURES**

**ONLY THE OWNER OF THE PROPERTY OR AN AUTHORIZED AGENT MAY FILE AN APPLICATION**

I, the Owner/Applicant/Agent agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its officers, officials, employees, agents, boards and commissions (collectively "County") as follows:

**1. INDEMNITY:**

**A.** From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities arising out of, related to, or in connection with the application and applied for project or to attack, set aside, void, or annul, in whole or in part, an approval of the applied for project by the County, the adoption of environmental review documents related to the applied for project, and any related development approvals or project conditions for the applied for project (hereinafter "Claim");

**B.** For any and all costs and expenses incurred by the County on account of any Claim, except where such indemnification is prohibited by law, including but not limited to damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, private attorney general fees claimed by or awarded to any party against the County, and the County's costs incurred in preparing an administrative record which are not paid by the petitioner.

**C.** Except as to the County's sole negligence or willful misconduct.

**2. DEFENSE:**

**A.** The County may participate or direct the defense of any Claim. The County's actions in defense of any claim shall not relieve me of any obligation to indemnify, defend, and hold harmless the County.

**B.** In the event of a disagreement between County and me regarding defense of any Claim, the County shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted.

**C.** If the County reasonably determines that having common counsel presents such counsel with a conflict of interest, or if I fail to promptly assume the defense of any Claim or to promptly employ counsel reasonably satisfactory to the County, then County may utilize the Office of the County Counsel or employ separate outside counsel to represent or defend the County, and I shall pay the reasonable attorneys' fees and costs of such counsel.

I, further, certify under penalty of perjury that I am (check one):

Legal property owner (owner includes partner, trustee, trustor, or corporate officer) of the property(s) involved in this application, or

Legal agent (attach proof of the owner's consent to the application of the properties involved in this application) and have been authorized to file on their behalf, and that the foregoing application statements are true and correct.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_