

## OWNER-INITIATED MERGER OF PARCELS APPLICATION

### REQUIREMENTS

#### TO THE APPLICANT:

Please provide the following materials for your application. A complete application package will expedite your request for a voluntary merger of legal parcels public hearing before the Planning and Preservation Commission. A complete package consists of the following:

1. Application of Owner-Initiated Merger of Parcels (signed by owners).
2. Filing Fee \$3,989.35 + AIMS Surcharge \$398.94 + General Plan Update Surcharge \$199.47 = Total \$4,587.76.
3. Current Title Report (current to within 60 days of application submittal).
4. Copy of document or map legally creating the parcels to be merged.
5. Certificate and Declaration of Owner-Initiated Merger of Parcels (signed by owners).
6. Certificate and Declaration of Owner-Initiated Merger of Parcels (signed by Holders of Record Title Interest).
7. Notary Statement of all signatories.
8. Exhibit A—Legal description of original lots prior to merger per Title Report (less easement and minerals).
9. Exhibit B—Legal description of parcel in post merger configuration.
10. Exhibit C—Exhibit map (sketch or reduction of Assessor's map).
11. Certificate of Merger
12. Modified Deed of Trust
13. Agent Authorization Letter (if applicable)

**Please fill out application as completely as possible. Planning staff will assist with the application, when necessary. However, it is essential that entire packet, including the above noted documents be complete when submitted. Failure to submit complete documents and pay the applicable fees will result in a rejection and/or delay of the city's processing of your application.**

For questions and assistance, please call the Community Development Department at (818) 898-1227. Assistance is also available at the zoning counter during normal business hours.

### LOCAL AGENCY AUTHORIZATION

Pursuant to Section 78-7 of Article I ("In General") of Chapter 78 ("Subdivisions") of the San Fernando City Code, the City may, by ordinance, authorize the merger of contiguous parcels under common ownership without reverting to acreage. Such ordinance shall require the recordation of an instrument evidencing the merger.

Specifically, City Code Section 78-7 reads as follows:

"Sec. 78-7. Owner-initiated merger of parcels.

- (a) Pursuant to section 66499.20  $\frac{3}{4}$  of the Subdivision Map Act, the merger of contiguous parcels under common ownership may be merged without reverting to acreage upon application by the owner of record. The application shall be in writing and shall be accompanied by data and documents as required by the community development director, including, without limitation evidence of title to all parcels to be affected. An appropriate instrument approved by the city shall be recorded evidencing the merger.
- (b) The applicant shall pay the processing fee established by resolution of the City Council.
- (c) The applicant for a merger shall comply with the requirements set forth in subparagraph (3) of section 78-37 of Article II of this chapter relating to lot line adjustments.
- (d) The lot to be created by the merger shall conform to the minimum requirements set forth in article III of this chapter and to the applicable minimum requirements set forth in the zoning ordinance in chapter 106 of this Code.
- (e) Upon receipt of the map, the community development director shall examine it to see whether it complies with the requirements of this section. If the map complies, the Community Development Director shall approve the lot merger.

**LOCAL AGENCY AUTHORIZATION (CONTINUED)**

The community development director may impose conditions on merger approval in order to ensure compliance with this section, to retain, relocate or establish easements, and to protect the health, safety and welfare.

- (f) If an applicant is dissatisfied with the decision of the community development director, the decision may be appealed to the planning and preservation commission. Such appeal shall be in writing and shall be received by the community development department within fifteen (15) days after the date of the community development director’s action.
- (g) Upon approval, the map shall be filed in the office of the county recorder by the applicant at the applicant’s expense. The map shall be recorded concurrently with any deed of easement regarding the relocation or elimination of applicable easements. No building permit to construct any improvements upon the lot indicated on such map shall be issued until the applicant has submitted proof of such filing to the building and safety supervisor, or his or her designee.”

**CONCURRENT FILING OF RECORD OF SURVEY**

Where a record of survey is deemed to be necessary by the City’s land surveyor in order to monument and define the boundaries of the merged parcel, such record of survey, otherwise in compliance with all requirements, shall be filed at the same time as merger and certificate of merger.

**MERGER OF PARCELS INTO A SINGLE PARCEL**

The filing of said merger and certificate of merger for recordation shall constitute a merger of parcels into one parcel for the purposes of the Subdivision Map Act and local ordinances enacted to authorize said merger, and the parcels shall thereafter be treated in all respects as a single parcel.

**RECORDING OF MERGER WITHOUT APPROVAL PROHIBITED**

No person shall record a document merging separate legal parcels into a single legal parcel for the purposes of the Subdivision Map Act and local ordinances enacted pursuant thereto except in conformity with the applicable provisions of the City Code Section 78-7 and the Subdivision Map Act.

**FEE**

The City of San Fernando City Council shall establish by resolution such fees as may be required for the review and processing of a proposal for an Owner-Initiated Merger of Parcels. (See City adopted Planning Fee Schedule for applicable fees).

**EXPLANATION OF PROCESS**

**APPLICATION FOR OWNER-INITIATED MERGER OF PARCELS**

The Application for Owner-Initiated Merger of Parcels shall be completed and signed by all owners of record (original signatures required) prior to submittal. Should the owners designate an agent to process the merger on their behalf, a signed Letter of Authorization (original signature required) shall accompany the application.

**FEES**

Payable upon submittal of application, please see current adopted planning fee schedule.

**TITLE REPORT**

A current Preliminary title Report, current to within 60 days of the application submittal date is required.

**LEGAL PARCEL REQUIREMENT**

City ordinance requires that the parcels to be merged shall have been legally created. It is the applicant’s responsibility to submit evidence of the parcels legal creation.

**MONUMENTATION OF PARCEL**

The City’s land surveyor shall determine if a Record of Survey is required to monument the exterior boundary of the merged parcels. The applicant shall be notified of this decision in writing after he/she submits the Application for Owner-Initiated Merger of Parcels. Fees required to process the Record of Survey shall be collected after the applicant has been notified that a Record of Survey is required.

**CERTIFICATE AND DECLARATION OF OWNER-INITIATED MERGER OF PARCELS**

A Certificate and Declaration of Owner-Initiated Merger of Parcels shall be signed by each owner and holder of record title interest. The capacity in which that person is signing shall be stated below their printed name. For example:

\_\_\_\_\_  
Signature line

(printed name)

- (a) Owner
  - (b) Beneficiary
  - (c) Trustee
- Et cetera.

If ownership involves a corporation applicable provisions of California Corporations Code shall apply including requirements for required signatures from corporation officials.

**EXHIBIT A**

A legal description entitled "Exhibit A", as stated in the Certificate and Declaration of Owner-Initiated Merger of Parcels, shall be a description of the parcels prior to the merger. This description shall be identical to the descriptions listed in the preliminary title report, without exceptions for minerals and easements, if applicable.

**EXHIBIT B**

Legal description entitled "Exhibit B", as stated in the Certificate and Declaration of Owner-Initiated Merger of Parcels, shall be a description of the newly configured parcels in its entirety. The new description shall be written by a licensed land surveyor, signed and sealed in accordance with Sections 8761 and 8726 of the Professional Land Surveyors Act.

**EXHIBIT C**

A map entitled "Exhibit C", as stated in the Certificate and Declaration of Owner-Initiated Merger of Parcels, shall be a drawing of the property in its new configuration. The following items shall be included within Exhibit C:

1. Owner-Initiated Merger Number (OIM 2011-XX)
2. Assessor's Parcel Numbers
3. North Arrow
4. Scale and Graphic Scale
5. Heavy lines shall denote the exterior boundary of the merged parcel
6. Light dashed lines shall denote the interior line(s) being deleted and noted as such.
7. The Point of Beginning shall be labeled when bearing and distance are recited in Exhibit B.
8. The name of the licensed land surveyor or registered civil engineer authorized to practice land surveying preparing the Exhibit including signature and seal in accordance with Section 8761 of the PLS Act.

**CERTIFICATE OF OWNER-INITIATED MERGER OF PARCELS**

The Certificate of Owner-Initiated Merger shall be prepared by the applicant and submitted as part of the application. Once all of the forms submitted are in correct form for recordation, the City's land surveyor shall notify in writing the City's Community Development Director of his determination that all forms are deemed to be complete an compliance with applicable city regulations. Subsequently, the Director or his/her designee shall approve the merger by signing the Certificate.

**MODIFIED DEED OF TRUST**

If a Deed of Trust exists on one or more of the parcels being merged, a Modified Deed of Trust is required. The Modified Deed of Trust shall cover the entire merged parcel singularly. This document shall be recorded concurrently with the Owner-Initiated Merger of Parcels.

**RECORD OF SURVEY**

When a Record of Survey is filed concurrently to reflect the monumentation of the new parcel, it shall contain the following note:

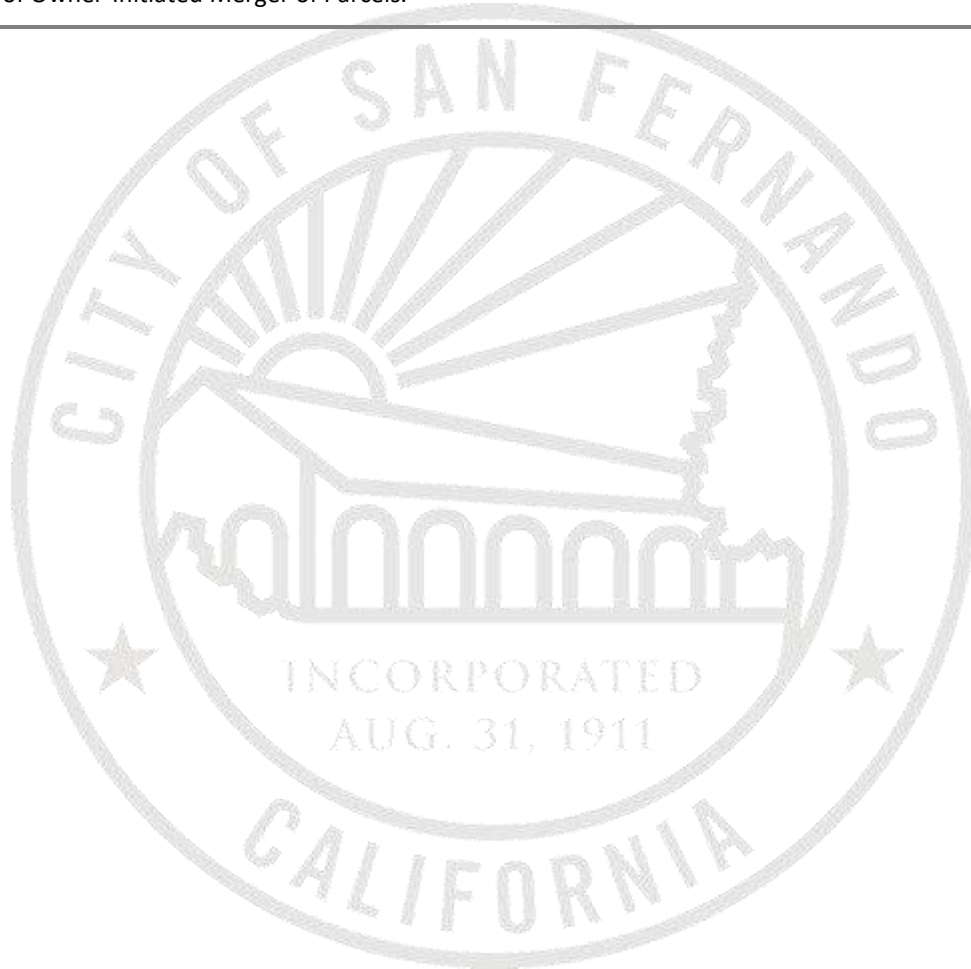
NOTE:

Certificate and Declaration of Owner-Initiated Merger of Parcels and Certificate of Owner-Initiated Merger of Parcels are recorded concurrently as Instrument No. \_\_\_\_\_ O.R.

**EXAMPLES**

The following examples of certificates were written in generic form. The forms should be modified to reflect correct person(s), with the exception of the Notary Statement. Examples included for:

1. Certificate and Declaration of Owner-Initiated Merger of Parcels
2. Certificate of Owner-Initiated Merger of Parcels.



**EXAMPLE 1**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF SAN FERNANDO  
Community Development Department  
117 Macneil Street  
San Fernando, CA 91340

APN's: \_\_\_\_\_  
OIM 2011-XX

**Certificate and Declaration of Owner-Initiated Merger of Parcels**

I (We), the undersigned, do hereby certify that I (we) am (are) the owners of, or have interest in, the real property described in Exhibit A and that I (we) am (are) the only person(s) whose consent is necessary to pass clear title to said land.

I (We) do hereby merge the real property described in Exhibit A into 1 parcel, for the purposes of the California Subdivision Map Act and local ordinances of the City of San Fernando, California enacted pursuant thereto, and the parcel shall hereafter be treated in all respects as a single parcel.

The exterior boundaries of the parcel of land resulting from this Owner-Initiated Merger of Parcels are described in Exhibit B and shown on Exhibit C attached hereto and incorporated herein.

By: \_\_\_\_\_  
Owner's Name Printed  
Title

By: \_\_\_\_\_  
Owner's Name Printed  
Title

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

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

**Notary** (on title sheet)

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF LOS ANGELES    )

On (insert date) , before me, (here insert name of Notary) , a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

**(Seal)**

**EXAMPLE 2**

**Certificate of Owner-Initiated Merger of Parcels**

OIM 2012-XX

This Certificate and Declaration of Owner-Initiated Merger of Parcels is in substantial conformity with the provisions of section 66499.20 ¼ of the California Government Code (the "Subdivision Map Act") and Section 78-7 of Article I ("In General") of Chapter 78 ("Subdivisions") of the San Fernando City Code and shall establish the merger of parcels as referenced therein.

\_\_\_\_\_  
Community Development Director  
or his/her designee

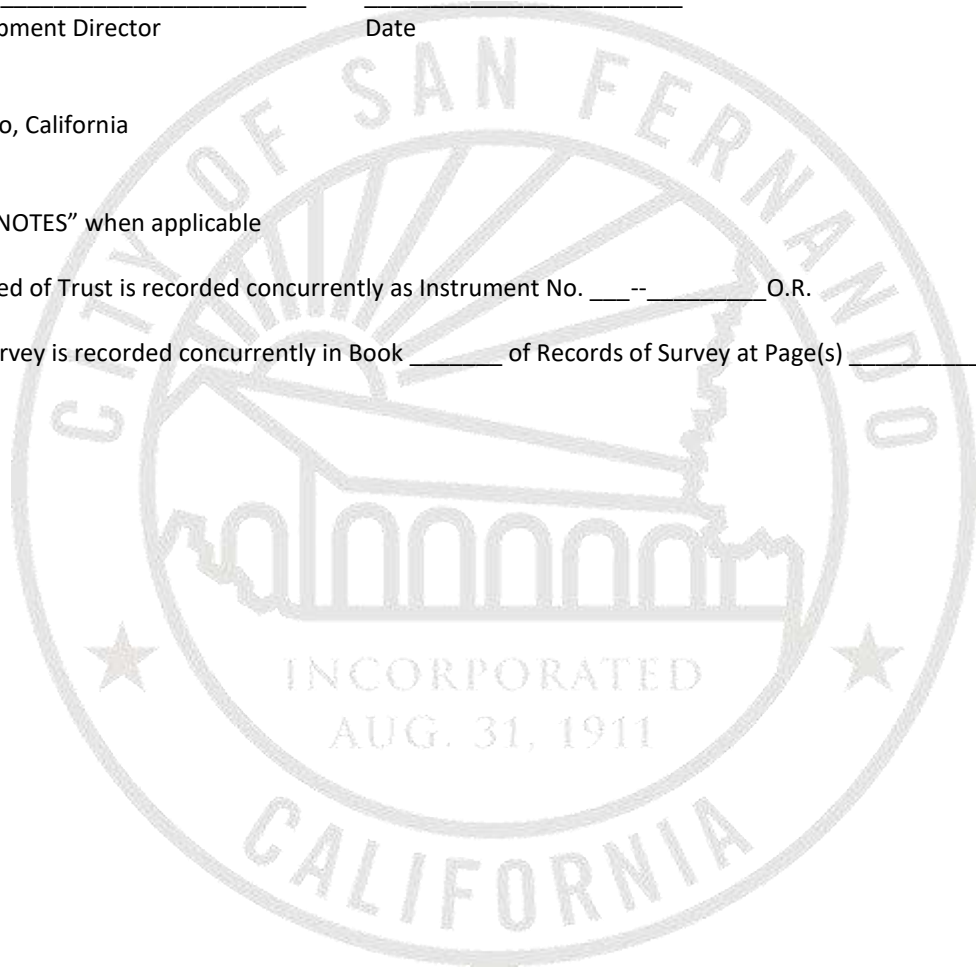
\_\_\_\_\_  
Date

City of San Fernando, California

Use the following "NOTES" when applicable

NOTE: Modified Deed of Trust is recorded concurrently as Instrument No. \_\_\_\_--\_\_\_\_ O.R.

NOTE: Record of Survey is recorded concurrently in Book \_\_\_\_\_ of Records of Survey at Page(s) \_\_\_\_\_.



**APPLICANT INFORMATION** *Note: If Applicant is not the Property Owner, then an Agent Authorization Letter is required in order to allow Applicant to act as an agent on behalf of the Property Owner(s).*

APPLICANT NAME	PHONE NUMBER
MAILING ADDRESS	
EMAIL ADDRESS	FAX NUMBER

**PROJECT INFORMATION**

SITE ADDRESS
REQUEST (WHAT IS BEING APPLIED FOR)
ASSESSORS PARCEL NUMBER(S) "APN"

**PROPERTY OWNER INFORMATION**

PROPERTY OWNER NAME	PHONE NUMBER
MAILING ADDRESS	
EMAIL ADDRESS	FAX NUMBER

**SIGNATURES**

APPLICANT SIGNATURE	PROPERTY OWNER SIGNATURE
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**FOR OFFICE USE ONLY**

OIMP APPLICATION	\$ 3,989.35	ZONE	GENERAL PLAN AREA	FILE NUMBER
GPU SURCHARGE	\$ 398.94			
AIMS SURCHARGE	\$ 199.47	DATE FILED		CUP NO.
<b>TOTAL FEE</b>	<b>\$ 4,587.76</b>	ACCEPTED BY		AIMS NO.
COMMENTS				CROSS REFERENCE
				SPR NO.
				VAR NO.
				OTHER





**ENVIRONMENTAL INFORMATION FORM (APPLICANT)**

**GENERAL INFORMATION**

1. NAME AND ADDRESS OF DEVELOPER OR PROJECT SPONSOR

2. ADDRESS OF PROJECT

ASSESSOR'S BLOCK AND LOT NUMBER

3. NAME, ADDRESS, AND TELEPHONE NUMBER OF PERSON TO BE CONTACTED CONCERNING THIS PROJECT

4. LIST AND DESCRIBE ANY OTHER RELATED PERMITS AND OTHER PUBLIC APPROVALS REQUIRED FOR THIS PROJECT, INCLUDING THOSE REQUIRED BY CITY, REGIONAL, AND FEDERAL AGENCIES

5. EXISTING ZONING DISTRICT

6. PROPOSED USE OF SITE (PROJECT FOR WHICH THIS FORM IS FILLED)

**PROJECT DESCRIPTION**

7. SITE SIZE

8. SQUARE FOOTAGE

9. NUMBER OF FLOORS OF CONSTRUCTION

10. AMOUNT OF OFF-STREET PARKING PROVIDED

11. PROPOSED SCHEDULING

12. ASSOCIATED PROJECTS

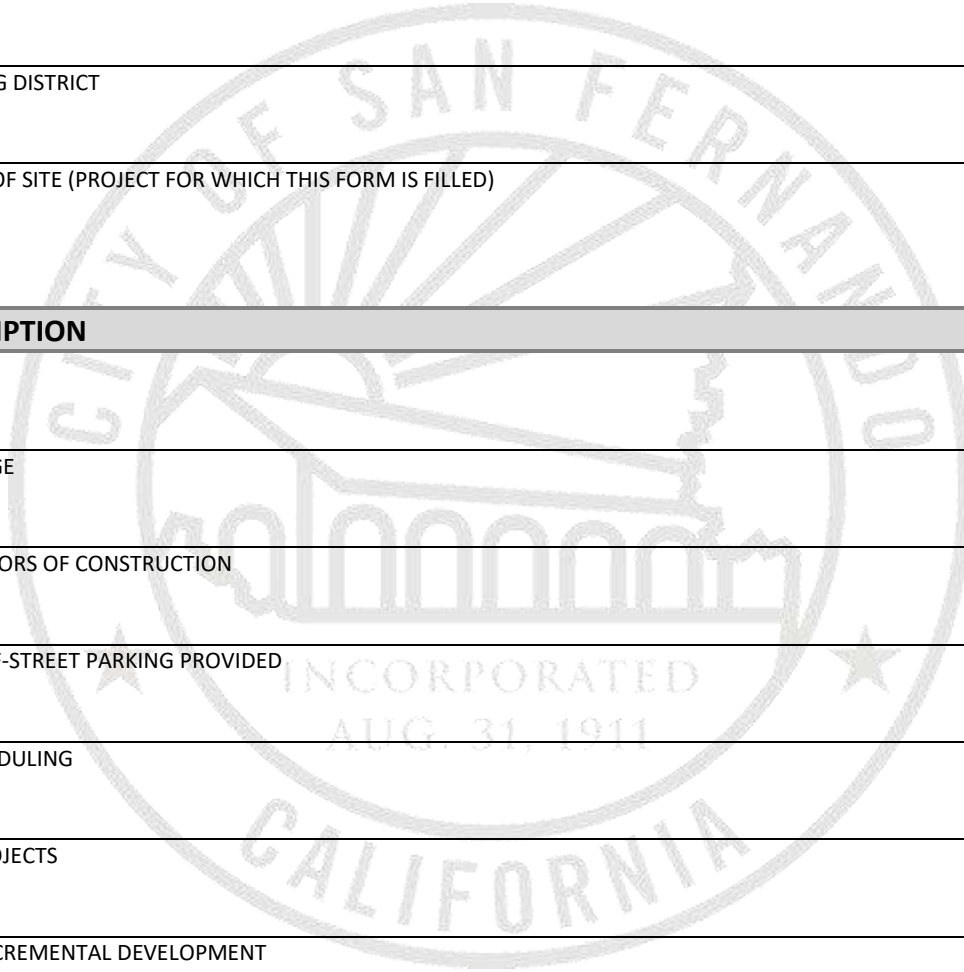
13. ANTICIPATED INCREMENTAL DEVELOPMENT

14. IF RESIDENTIAL, INDICATE THE NUMBER OF UNITS, SCHEDULE OF UNIT SIZES, RANGE OF SALE PRICES OR RENTS, AND TYPE OF HOUSEHOLD SIZE EXPECTED

15. IF COMMERCIAL, INDICATE THE TYPE, WHETHER NEIGHBORHOOD, CITY OR REGIONALLY ORIENTED, SQUARE FOOTAGE OF SALES AREA, AND LOADING FACILITIES

16. IF INDUSTRIAL, INDICATE TYPE, ESTIMATED EMPLOYMENT PER SHIFT, AND LOADING FACILITIES

17. IF INSTITUTIONAL, INDICATE THE MAJOR FUNCTION, ESTIMATED EMPLOYMENT PER SHIFT, ESTIMATED OCCUPANCY, LOADING FACILITIES, AND COMMUNITY BENEFITS TO BE DERIVED FROM THE PROJECTS



18. IF THE PROJECT INVOLVES A VARIANCE, CONDITIONAL USE OR REZONING APPLICATION, STATE THIS AND INDICATE CLEARLY WHY THE APPLICATION IS REQUIRED

**ENVIRONMENTAL SETTING** *Please attach a brief description of the property involved (#19) and the surrounding area (#20). This can be very short and simple, a paragraph for each item.*

19. ON A SEPARATE PAGE, DESCRIBE THE PROJECT SITE AS IT EXISTS BEFORE THE PROJECT, INCLUDING INFORMATION ON TOPOGRAPHY, SOIL STABILITY, PLANTS AND ANIMALS, AND ANY CULTURAL, HISTORICAL OR SCENIC ASPECTS. DESCRIBE ANY EXISTING STRUCTURES ON THE SITE, AND THE USE OF THE STRUCTURES. ATTACH PHOTOGRAPHS OF THE SITE.

20. ON A SEPARATE PAGE, DESCRIBE THE SURROUNDING PROPERTIES, INCLUDING INFORMATION ON PLANTS AND ANIMALS AND ANY CULTURAL, HISTORICAL OR SCENIC ASPECTS. INDICATE THE TYPE OF LAND USE (RESIDENTIAL, COMMERCIAL, ETC.), INTENSITY OF LAND USE, AND SCALE OF DEVELOPMENT (HEIGHT, FRONTAGE, SET-BACK, REAR YARD, ETC.). ATTACH PHOTOGRAPHS OF THE VICINITY.

**ENVIRONMENTAL IMPACT** *Are the following items applicable to the project or its effects? Discuss all items below checked "yes" (attach additional sheets as necessary).*

21. CHANGE IN EXISTING FEATURES OF ANY BAYS, TIDELANDS, BEACHES, OR HILLS, OR SUBSTANTIAL ALTERATION OF GROUND CONTOURS?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
22. CHANGE IN SCENIC VIEWS OR VISTAS FROM EXISTING RESIDENTIAL AREA OR PUBLIC LANDS OR ROADS?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
23. CHANGE IN PATTERN, SCALE OR CHARACTER OF GENERAL AREA OF THE PROJECT?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
24. SIGNIFICANT AMOUNTS OF SOLID WASTE OR LITTER?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
25. CHANGE IN DUST, ASH, SMOKE, FUMES, OR ODORS IN VICINITY?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
26. CHANGE IN OCEAN, BAY, LAKE, STREAM, OR GROUND WATER QUALITY OR QUANTITY, OR ALTERATION OF EXISTING DRAINAGE PATTERNS?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
27. SUBSTANTIAL CHANGE IN EXISTING NOISE OR VIBRATION LEVELS IN THE VICINITY?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
28. SITE ON FILLED LAND OR SLOPE OF 10 PERCENT OR MORE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
29. USE OF DISPOSAL OF POTENTIALLY HAZARDOUS MATERIALS SUCH AS TOXIC SUBSTANCES, FLAMMABLES OR EXPLOSIVES?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
30. SUBSTANTIAL CHANGE IN DEMAND FOR MUNICIPAL SERVICES (POLICE, FIRE, WATER, SEWAGE, ETC.)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
31. SUBSTANTIAL INCREASE IN FOSSIL FUEL CONSUMPTION (ELECTRICITY, OIL, NATURAL GAS, ETC.)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
32. RELATIONSHIP TO LARGER PROJECT OR SERIES OR PROJECTS?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

**CERTIFICATION** *I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.*

APPLICANT NAME	APPLICANT SIGNATURE	DATE

**INDEMNIFICATION AGREEMENT**

**APPLICANT SUBMITTED AN APPLICATION TO THE CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT DEPARTMENT ON THE FOLLOWING DATE, FOR THE FOLLOWING APPROVAL(S):**

DATE	APPROVAL(S)
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As part of, and in connection with this application, Applicant agrees to defend, indemnify, release and hold harmless the City of San Fernando ("City"), its agents, officers, attorneys, employees, boards, commissions, advisory agencies, consultants and contractors (collectively "Indemnitees"), from and against any claim, action or proceeding (collectively "proceeding") brought against Indemnitees to challenge, attack, set aside, void or annul the approval of this application and/or any action taken by Indemnitees to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA"). This indemnification shall include, without limitation, damages, fees and/or costs awarded against or incurred by Indemnitees, if any, and costs of suit, claim or litigation, including, without limitation, attorney fees, expert witness fees and other costs, liabilities and expenses incurred in connection with the proceeding, whether incurred by Applicant, Indemnitees, and/or parties initiating or involved in such proceedings.

Applicant agrees to indemnify Indemnitees for all of the Indemnitee's costs, fees and damages incurred in enforcing the indemnification provisions of this Agreement.

Applicant agrees to defend, indemnify and hold harmless Indemnitees from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by the proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall have and retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. Indemnitees shall also have and retain the right to not participate in the defense, except that Indemnitees agree to reasonably cooperate with Applicant in the defense of the proceeding. If Indemnitees choose to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend Indemnitees in such matters, the fees and expenses of the additional counsel selected by Indemnitees shall be paid by the Indemnitees. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

Applicant's defense and indemnification of the indemnitees set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**AFTER REVIEW AND CONSIDERATION OF ALL OF THE FOREGOING TERMS AND CONDITIONS, APPLICANT, BY ITS SIGNATURE BELOW, HEREBY AGREES TO BE BOUND BY AND TO FULLY AND TIMELY COMPLY WITH ALL OF THE FOREGOING TERMS AND CONDITIONS.**

APPLICANT NAME (PRINT)	APPLICANT SIGNATURE	DATE
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CITY PLANNING FILE NO.