



City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
(530) 926-7510
mtshastaca.gov



Annexation Application

Annexation of land involves adding properties to the City Limits from the surrounding unincorporated County lands. Annexation involves the Local Area Formation Commission (LAFCo), Siskiyou County, and the City of Mt. Shasta and requires coordination with all three entities.

TO BE COMPLETED BY STAFF

Approved or Denied : _____

Time & Date Received Stamp

Applicant Information

Contact Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Ext: _____

Email Address: _____

Site Information

APN(s): _____

Total Property Size in acres: _____

County Zoning & Land Use Designation: _____

Property Owner Name: _____

Property Owner Address: _____

City: _____ State: _____ Zip Code: _____

Property Owner Phone: _____ Ext. _____

Proposed Annexation is for the purpose of:

Housing

Community Development

Economic Development

Required Paperwork Checklist

The following information should be attached to the application:

- Completed Application Form
- Completed "Required Paperwork" and "Site Plan Checklists"
- Preliminary Title Report dated no later than 6 months prior to application date
- Map of Proposed Annexation
- Cost Estimate Sheet with deposit
- Written description of properties to be annexed
- Financial information for the past five years regarding property, sales, and other special taxes collected
- Signed pre-application requirement
- Copy of Mt. Shasta Business License

Pre-Application Meeting

A pre-application meeting is required prior to submitting this application. A pre-application meeting consists of the City department heads meeting with the project applicant to answer questions concerning the project and review the application. A cost estimate for the proposed Architectural Design Application will be forwarded to the applicant post-meeting. Please anticipate an hour for the meeting.

Pre-Application meetings may be scheduled through the Planning Department. **Please bring this sheet to the pre-application meeting for City Staff signature.**

DATE: _____

City Staff Signature: _____ Print Name: _____

Surveyor Information

Contact Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Ext: _____

Email Address: _____

Map Checklist

Using a separate sheet of a minimum 11" x 17" plain white paper, submit a scaled premises diagram. The plan shall include the following:

- All existing and proposed streets and alleyways to the properties; include street names, width, and pedestrian and cycling infrastructure if applicable
- Property lines; include dimensions of property lines and properties corner location markers
- Setbacks of all buildings and use areas
- All proposed permanent and temporary structures on the property
- All anticipated staging areas for construction equipment and activities; if applicable
- Existing and proposed easements, utilities (sewer, water, power, etc.), and utility meters
- Wetland, natural features, and environmentally sensitive areas
- Adjacent property owners, uses, and Assessor Parcel Numbers

Additional, information may be requested post submission due to project specific circumstance.

Application Narratives

Describe the proposed annexation, including number of properties, and existing and proposed development, surrounding uses.

Application Narratives

Describe the existing utilities and how do you proposed to connect City services to the annexed properties.

Describe the objectives of the annexation and how this would benefit the Property Owner and the City of Mt. Shasta.

Proof of Consent

Form must be completed by all listed property owners of all properties

I, _____ (“Property Owner”), authorize the annexation of my private property as those terms defined in the City of Mt. Shasta, should this annexation obtain approvals and permits. I further understand that my property listed in this application may be annexed into the City of Mt. Shasta and abide by the Mt. Shasta Municipal Code upon successful annexation.

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Print and sign additional “Proof of Consent” forms if more than five (5) property owners are involved with the annexation proposal.

Applicant Certification

Under penalty of perjury, I hereby declare that the information contained within and attached to this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of a license issued. By submitting this application, I certify that I have read and understand the requirements of the application process and that I may be disqualified for failure to meet the requirements of state law or City ordinance, or for incomplete, late, or inaccurate applications/ attachments, and that all fees paid in connection with this application are non-refundable.

Signature of Applicant

Date: _____

Indemnity Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between the City of Mt. Shasta, a municipal corporation existing under the Constitution of the State of California (“City”), and _____, (“Applicant”).

WHEREAS, Applicant has applied for annexation of private property hereinafter known as the “Project”.

WHEREAS, Applicant has requested City to accept the application for the Project and to review, consider, and approve the Project and to conduct environmental review and to make findings as required by the California Environmental Quality Act (“CEQA”); and

WHEREAS, the parties agree that it is in the best interest of Applicant and City to indemnify and hold harmless City from any and all damage, liability or loss or claim of damage, liability or loss connected with or arising out of the approval of the Project or any action taken or decision made by City approving the Project, supplementing the Project, placing conditions on the Project and any decision, determination, of finding made concerning CEQA;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions discussed below, the parties mutually agree as follows:

1. Applicant, and each of them, shall defend, indemnify, and hold harmless City and its officers, agents, and employees from any claim, action, or proceeding hereinafter collectively known as “Action” against City, its officers, agents, and employees to attack, set aside, void, annul, modify, or in any way challenge any decisions, findings, determinations, or approval made by City resulting from their involvement in the Project, including any claim for private Attorney General fees claimed by or awarded to any party from the City as a result of any challenge to the Project or any action or challenge resulting from use, operation, or maintenance of the Project.

2. Applicant shall reimburse City for any costs, including but not limited to attorney’s fees, consultants costs, and litigation expenses incurred by City in defense of any action.

3. Applicant shall indemnify and hold harmless City from any award against the City for attorney’s fees, costs, or damages arising out of or related to the City’s approval of the Project or Applicant’s operation or maintenance of the Project.

INDEMNITY AGREEMENT CONTINUED

4. Applicant agrees to abide by all state, County, and City regulations pertaining to annexation and holds City harmless in the enforcement of regulations set out in City ordinance.

5. City shall promptly notify Applicant of any action and shall provide reasonable cooperation with Applicant in fulfillment of Applicant's obligations and responsibilities set forth herein.

6. City, at its sole discretion, may elect to participate independently in the defense of any such action and Applicant will continue to be responsible to reimburse City's expenses. In that case, City shall make independent decisions concerning a defense of its actions and shall make good faith efforts of keeping expenses and costs associated with the defense reasonable. City will, nevertheless, cooperate with Applicant and Applicant shall cooperate with City.

7. If the City enters into a settlement agreement, Applicant shall not be required to pay or perform any settlement unless the settlement is approved by Applicant, which approval shall not be unreasonably withheld.

8. Applicant shall, before hiring counsel to defend any action, consult with City concerning the qualifications and experience of any counsel to be retained. The City will have the right to approve the attorney hired. The approval shall not be unreasonably withheld.

9. All notices under this Agreement shall be sent by certified or registered mail addressed as follows:

To Applicant: _____

To City : City of Mt. Shasta
 305 N Mt. Shasta Blvd.
 Mt. Shasta, CA 96067

INDEMNITY AGREEMENT CONTINUED

10. This Agreement represents a full and complete understanding between the parties regarding the matters discussed herein.

IN WITNESS WHEREOF the parties hereto this Agreement to be executed on the date set forth below.

Dated: _____

CITY OF MT. SHASTA

Dated: _____

APPLICANT