



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



Boundary Line Adjustment Application

A Boundary Line Adjustment is a change in the location or deletion of a parcel or lot line. All lot line dimensions, lot coverage, and other design standards must comply with the Mt. Shasta Zoning Code. Development Standards and Zoning Map are available at City Hall or on the [City's Zoning Code webpage](#).

TO BE COMPLETED BY STAFF

Application Fee Paid: \$319.03

Approved or Denied : _____

Time & Date Received Stamp

Site Information

Assessor's Parcel Number (APN) _____

Property Owner Name: _____

Property Owner Address: _____

City: _____ State: _____ Zip Code: _____

Property Owner Phone: _____ Ext. _____

Title Company: _____

Title Company Address: _____

Title Officer Name: _____

Surveyor Information

Contact Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Ext: _____

Email Address: _____

Required Paperwork Checklist

The following information should be attached to the application:

- Completed Application Form
- Completed "Required Paperwork"
- Preliminary title report (current within 6 months of application)
- The application fee is paid. Checks should be made payable to the City of Mt. Shasta.
- Exhibit A: Legal Description of new lot(s)
- Exhibit B: Legal Map of new lot(s) prepared by a California licensed Surveyor or Civil Engineer

Legal Map Checklist

Using a separate sheet of an 8.5" x 11" plain white paper, submit a scaled premises diagram showing the proposed new lot(s). **Must be prepared and stamped by California licensed Surveyor or Civil Engineer.**

The plan shall include the following:

- Existing and proposed property lines
- Abutting streets and alleyways to the property
- Setbacks of all buildings and uses
- All permanent and temporary structures on the property
- Existing and proposed easements,
- Existing and proposed utilities (sewer, water, power, etc.) and utility meters
- Driveways and vehicle access to property
- Septic Tank, well, and leach field locations, if applicable
- Topography if more than 5 percent slope (four foot contour intervals)
- Assessor's Parcel Number (APN) of all lots included in the boundary line adjustment
- 100-year floodplain of any stream or water body, all wetland areas

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

Property Owner Authorization

I, _____, authorize the execution of a Boundary Line Adjustment on my real property. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property.

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

Signature

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

Signature

Legal Building Owner: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

Property Manager: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

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 to adjust the boundary lines of a legally existing lot 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 and City regulations pertaining to ot development 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