

**Property Owner Authorization**

I am (we are) the legal owners of said property, applying for entitlements from the City pursuant to this application; and do here by authorize the person/firm shown below to file and represent my/our interest in the application listed below, or if the person/firm below has a leasehold interest in the Property, I/we authorize the person to apply for entitlements for this Property. If the Authorized Person has a leasehold interest in the Property, a copy of the lease agreement must be provided for as part of this application.

Owner Signature: *Edwin Hilbert*

Date: *8/8/22*

Printed Name: *Edwin Hilbert*

Wescott

Authorized Person *BARRY BERTRAM*

Date: *8/9/2022*

Applicant's Name: NVES

Mailing Address: 1547 STARR DRIVE SUITE "J" YUBA CITY CA 95993

Daytime phone #: *(530) 713-0417* Fax # _____

E-mail *gmusallamp@nvesca.com*

Signature: *[Signature]*

A letter signed by the property owner(s) may be submitted in lieu of this form, but the letter must identify the person being authorized to represent the property owner and the application submitted.

PROJECT INFORMATION:

Describe the Project:

Subdivide Property into three parcels

List any other related permits and other public approvals required for this project, including those required by the City, Regional, State and Federal Agencies:

NA

Provide the following information, if applicable:

Amount of off-street parking required, and what is provided:

NA

Proposed phasing plan:

NA

If residential, include the number of units, schedule of unit sizes, and type of household expected:

NA

If the project involves a variance, conditional use or rezoning application, state this and describe why the application is required:

NA

Additional Information: Read Carefully

This project may be subject to fees and/or permits imposed by the Department of Fish and Wildlife (Fish and Game Code Section 711.4 et. seq.; Public Resources Code, Section 1005). Unless a project is denied, no action requiring payment of fees shall be deemed final until such fees are paid (Section 21089 (6) of the Public Resources Code). State of California Department of Fish and Game Code section 711.4 and Title 14, California Code of Regulations, section 753.5 requires payment of a \$2,210.00 fee at the time of filing of California Environmental Quality Act (CEQA) Notice of Determination (NOD) for review of a Negative Declaration, or Mitigated Negative Declaration, and \$3,069.75 for an Environmental Impact Report (EIR). Checks made payable to State Department of Fish & Game, and a \$50 recording fee made payable to the Colusa County Clerk's office must be delivered to Colusa City Hall within 5 business days of application approval. Pursuant to CEQA Guidelines Section 15075, recording of the NOD at the County Clerk's office is required within five (5) business days; or the statute of limitations is extended from 30 days to 180 days. The City fee for recording environmental documents is \$50.00. Checks must be made payable to the City of Colusa and must be delivered to Colusa City Hall, along with documents to be recorded and appropriate fees within 3 business days of application approval to ensure recording at the County within 5 business days as required by the Public Resources Code.

Any construction activity within a channel, waterway, or creek bed requires approval of a Streambed Alteration Permit from the California Department of Fish & Game, Regional Headquarters 1701 Nimbus Road, Rancho Cordova 95670, Environmental Services (916) 358-2929. For Department of Fish & Game forms, visit the agency's web site at www.DFG.CA.GOV.

The City of Colusa City Code, and the California Building Code, prohibit occupancy of the buildings prior to the issuance of a Certificate of Occupancy/Final Inspection by the Building Official.

APPLICATION PROCESSING AND REIMBURSEMENT AGREEMENT

This Agreement relates to the Payment of Costs incurred by the City of Colusa for Processing the Applications


TO BE COMPLETED BY APPLICANT:

This Agreement is entered into this _____ day of _____, 20____, by and between the City of Colusa, California, a municipal corporation, ("City,") and _____ ("Applicant") related to the Proposed Project as set forth in more detail below.


1. PROPERTY INFORMATION:

Property Location: Wescott Road in Colusa
Interest of Applicant: CO-Owner

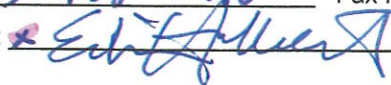
2. APPLICANT CONTACT INFORMATION:

Applicant's Name: Colusa Industrial Properties
Mailing Address: 50 Sunrise Blvd. Colusa CA 95932
Daytime phone #: (530) 458-2118 Fax # _____
E-Mail: ehulbert@cipcorp.com
Signature: 

3. OWNER CONTACT INFORMATION (If different from Applicant):

Property Owner's Name: CIP & Wescott Ranch LLC
Mailing Address: 642 5th St. Colusa CA 95932
Daytime phone #: (530) 458-2118 Fax # _____
E-mail: _____
Signature: 

4. BILLING INFORMATION: Statements, requests for deposits or refunds shall be directed to Applicant identified in Section 2 above unless stated otherwise below:

Company Name: CIP Attn: Ed Hulbert
Street Address: 50 Sunrise Blvd. Colusa CA 95932
City: Colusa State: CA Zip: 95932
Phone No.: (530) 458-2118 Fax No.: _____
Federal Tax ID No.: 

This Agreement relates to the Payment of Costs incurred by the City of Colusa for Processing the Applications (cont'd)

This is a legally binding agreement. You should read all provisions.

- A.. Intent. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees and consultants (including engineers, attorneys and other professionals) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject to conditions or modified upon approval. Applicant agrees that it shall pay any and all costs related to the subject application that the City would not have incurred but for the application. City's indirect and overhead costs will be applied to the time of City employees and consultants. All personnel and related direct, indirect, overhead and overtime rates for City employees and consultants shall be calculated annually by the City Manager.
- B. Reimbursement Payments. Applicant agrees to provide the funds ("Reimbursement Payments") to allow City to perform the tasks necessary relating to the City's processing of the Project.
- C. Deposit. Applicant agrees to make an initial deposit in the amount of \$1500, concurrently with the execution of this Agreement, which deposit ("Deposit") will be held by City in a separate account ("Account") and used by City for payment of its costs related to the Project. The City will not pay interest on deposits. Whenever the amount in the Account in which the Deposit is held is \$100 or less, City shall have the right to request in writing that Developer replenishes the Account by depositing an additional Reimbursement Payment in order to bring the balance of the Account back to the amount of the initial Deposit.
- D. Invoices. City will provide Developer an itemized invoice of processing costs pertaining to the Project on a monthly basis. Developer shall have fifteen (15) days after mailing of the invoice to review the invoice and shall work in good faith with City to resolve any disputed costs. The City may elect to send statements less frequently than monthly if there is only a limited amount of activity on the Project in any given month. Invoices are due and payable within thirty (30) days.

City statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicant's additional cost.
- E. Failure to Replenish Account. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within fifteen (15) days after the date of the deposit request or invoice, City staff may cease work on the project until the required deposit or payment is made, subject to any other provisions of law. Failure to make any subsequent deposits may result in denial of an application for a development project or in the decision by the City to postpone action on the application. City has the right to make more than one request for replenishment as set forth in Section C.
- F. Processing Timelines. Applicant agrees that that it knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951 and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by City, not to exceed 90 days.

- G. Authority/Obligations of City. Deposits shall be applied toward the City's costs of reviewing and processing the application. City, in the exercise of the sole discretion of its officials, agents, or employees, will decide how City spends the Reimbursement payments. Except as provided elsewhere in this Agreement, City makes no promise, representation, or warranty, express or implied, as to the manner in which City will use the Reimbursement Payments. City also makes no promise, representation or warrant, express or implied, as to the timing of the City's processing of the Project nor as to the outcome by the City as to the processing, including the action by the City Council on Applicant's Application.
- H.. Costs Exceeding Deposit. In the event that the accumulated periodic charges exceed the Deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within fifteen (15) days of the date of the invoice, and shall make any additional deposit required by City.
- I. Payment Upon Receipt of Invoices. Applicant shall pay interest on all costs unpaid thirty (30) days after the date of any invoice at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.
- J. Lien on Property. Applicant and owner of property, if not the same, agree to and authorize City to place lien on the property subject to this application for any and all delinquent costs and fees. The City shall remove such a lien once the Applicant has paid all delinquent costs and fees. For purposes of this section, an invoice amount shall become delinquent when unpaid for thirty (30) days after the date of the invoice.
- K. Refunds. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section 4.
- L. Withholding of Entitlements. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.
- M. Duty to Notify City. Applicant shall provide written notice to the City if any of the above information changes.
- N. Indemnification. Applicant agrees to defend, with counsel selected by the City, indemnify and hold City harmless for all costs and expenses, including reasonable attorney's fees incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded, in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project. If Applicant is not the property owner, Applicant agrees to pay such costs unless the property owner also signs this Agreement, in which case both Applicant and the property owner shall be jointly liable for such costs.
- O. Authority to Enter Agreement. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.
- P. Not Assignable. This Agreement is not assignable without written consent of the City of Colusa, which consent shall not be unreasonably withheld. The City of Colusa will not consent to assignment of this Agreement until all outstanding costs, fees and liabilities have been paid by Applicant.
- Q. No Agency, Joint Venture or Partnership. City and Applicant renounce the existence of any form of agency relationship, joint venture or partnership between City and Applicant and agree that nothing

contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Applicant.

APPLICANT

Property Owner's Name: Colusa Industrial Properties
Signature: [Signature]
Date: 8/8/22

OWNER (must be filled out only if Applicant is not the fee owner of the property)

Property Owner's Name: CIP & Wescott Ranch LLC
Signature: [Signature]
Date: 8/9/2022

CITY OF COLUSA

By: Jessy Carr
Signature: [Signature]
Date: 8-10-22