



**APPLICATION TO ANNEX TO
GALT COMMUNITY FACILITIES DISTRICT 2005-1
(Public Safety Services)**

PROPERTY OWNER INFORMATION

Owner Name as shown on property title: _____

Owner Address: _____

Owner Telephone, fax and email: _____

Property Owner Signature: _____ Date: _____

PRIMARY CONTACT INFORMATION (If different from above)

Contact Name: _____

Contact Address: _____

Contact Telephone, fax and email: _____

PROJECT INFORMATION

Project Name as identified by City: _____

Number of **Residential** Lots (do not count landscape lots, well sites etc.) _____

Total project Acreage: _____

Is the area currently within the City of Galt's jurisdiction?

Yes: No: (If unsure, please contact the City for further information)

It is understood that some developments may not yet have complete subdivision improvement plans. To the extent that rough plans or estimates are available, please send the most current and viable information available at the time of application submission in electronic format noted above.

OWNER OCCUPIED ATTESTATION

The undersigned certifies under penalty of perjury that the building on the parcel referenced in this application is to be an owner-occupied residence.

Signature of Property Owner

Printed Name

MAPPING, PLANS AND DIGITAL DATA

Please provide the follow items:

- All pages of the approved tentative map or proposed final map, if available, in paper format (full scale) as well as electronic format copy (including all “XREF” and support files) on Windows OS formatted CD ROMs. The submitted electronic copy shall be labeled with name and address of project. CD ROMs shall be submitted in format that is compatible with Auto Cad 14 or higher.

- Assessor’s Parcel Page showing the subject property.

FEE SCHEDULE

In order to process your application, the City of Galt has contracted with NBS consulting to process all annexation applications. The following fees will be required:

- 1. A City Administrative Fee in the amount of \$1,500 payable to the “City of Galt”; and**
- 2. City Attorney Deposit of \$4,000* payable to the “City of Galt”; and**
- 3. An annexation processing fee based on whichever of the following formulas is applicable. This annexation fee shall be a separate check made payable to “NBS”:**

For 11 final residential lots and above	\$4,000 plus \$25 per final lot
For 5 to 10 final residential lots	\$3,500
For 1 to 4 final residential lots	\$3,000
For 1 final residential lot owner occupant builder (must attest to status above).....	\$1,500

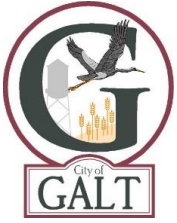
***Note:** City Attorney fees and charges will be billed based on costs incurred by the City. Additional deposit may be requested. Any unused balance will be refunded.

IMPORTANT

Please calculate your fees and submit **TWO** separate checks or money orders. One shall be payable to the “City of Galt” and should be the sum of the City Administrative Fee and City Attorney Deposit noted above (\$5,500). The second check shall be payable to “NBS” and should be in the amount of the appropriate annexation processing fee depending on the number of lots in your subdivision as noted in number 3 above.

Two duplicate and complete sets of the required application materials (this form plus the “Mapping, Plans, and Digital Data” information requested above) should be submitted to the Galt Planning Division along with the two checks noted above.

Failure to complete these steps will result in a determination of incomplete application and will delay the processing of your application.



LANDOWNER DEPOSIT AGREEMENT

by and between

CITY OF GALT

and

[INSERT NAME OF DEVELOPER]

Dated _____, 20__

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EXHIBIT A: LEGAL DESCRIPTION OF COMMUNITY FACILITIES DISTRICT NO. 2005-1,
ANNEXATION NO. ____.

LANDOWNER DEPOSIT AGREEMENT

1. PARTIES AND DATE

THIS LANDOWNER DEPOSIT AGREEMENT (the "Agreement") is made and entered into as of _____, 20____, by and between the CITY OF GALT, a public agency existing under the laws of the State of California, hereinafter referred to as the "City," and [INSERT NAME OF DEVELOPER], [(State) corporation, partnership, etc.] (the "Developer").

2. RECITALS.

2.1 The City Council of the City (hereinafter the "City Council") proposes to annex certain territory to establish Community Facilities District 2005-1 (Public Safety Services) (the "District") pursuant to the provisions of the Mello-Roos Community Facilities District Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code of the State of California, referred herein to as the "Act." The boundaries of the proposed District are depicted on the map attached hereto and incorporated herein as Exhibit A.

2.2 Developer owns approximately _____ acres of land within the District (the "Property"). Developer anticipates developing the Property for, among other things, residential use (the "Project").

2.3 The District was formed for the purpose of funding police services, fire protection and suppression services (the "Public Safety Services") which services will benefit the land within the District.

2.4 Developer and City wish to provide for the payment of expenses in connection with the annexation of the Property to the District and the levy of special taxes therein to finance the Public Safety Services.

3. AGREEMENT

3.1 Proceedings Deposit and Developer Contribution. Developer shall deposit with the City for the benefit of the District the amount of _____

[INSERT AMOUNT] (\$_____) (the "Proceedings Deposit"). The City, by its execution hereof, acknowledges receipt of and accepts the Proceedings Deposit. If after 60% of the initial deposit has been drawn and the City determines that additional funds are needed for costs relating to the formation of the District and levy of special taxes therein. The City, on behalf of the District, shall make written demands upon Developers for such funds, and Developers shall comply with each demand within fifteen (15) business days thereafter. The Proceedings Deposit, together with any subsequent deposits (collectively, the "Deposits"), are to be used to pay for any costs incurred by the City and/or the District for any authorized purpose in connection with the annexation of the Property to the District, the levy of special taxes thereof therein including, but not limited to, (i) the fees and expenses of any consultants and legal counsel to the City employed in connection with the annexation of the Property to the District, levy of special taxes therein, including an engineer, special tax consultant, financial advisor, and any other consultant deemed necessary or advisable by the City, (ii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, protest election or other action or proceeding undertaken in connection with the annexation of the Property to the District and the levy of special taxes therein, (iv) reasonable charges for City staff time incurred in connection with the formation of the District and levy of special taxes therein, including a reasonable allocation of City overhead expense related thereto, and (v) any and all other actual costs and expenses incurred by the City in connection with the annexation of the Property to the District and levy of special taxes therein (collectively, the "Initial Costs"). The City may draw upon the Deposits from time to time to pay the Initial Costs. If Developer fail to make any advance of funds for the annexation of the Property to the District within fifteen (15) days after the City gives Developer written demand, the City on behalf of the District may suspend all proceedings until Developer advance the amounts demanded. The City shall provide Developers with a written summary of expenditures made from the Deposits, and the unexpended balance thereof, within ten (10) business days of receipt by the

City of a written request therefore submitted by the Developer, provided that the City shall not be required to provide a summary of expenditures more frequently than one time during each calendar quarter. The reasonable cost of providing any such summary shall be charged to the Deposits.

3.2 Termination. If for any reason including, but not limited to, (i) failure of the qualified electors within the District to approve the proposed special tax to be levied thereon, (ii) a regulation, decision or order of a State or federal regulatory agency, (iii) a voter imposed moratorium or restriction on development or the issuance of building permits which affects development of the Property, or (iv) the insolvency or bankruptcy of Developer, or any other such matter, the City is unable to complete the annexation of the Property to proceedings and levy special taxes therein, then City shall, within ten (10) business days after action by the City or District to terminate such proceedings, return any unexpended portion of the Deposits and any subsequent deposits to Developer. The City shall not be obligated to return any portion of the Deposits which have been spent by the City for the purposes set forth in Section 3.1 hereof. If annexation proceedings are terminated, and the City has incurred costs which remain outstanding in an amount which exceeds the amount remaining of the Deposits, the Developer shall pay the difference between the outstanding costs and the amount remaining of the Deposits.

3.3 Assignment. This agreement or any right or duty hereunder may not be assigned by either the City or the Developers.

3.4. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when (a) personally delivered, (b) if given by electronic communication, whether by telex, telegram, email or telecopier upon the sender's receipt of an appropriate answer back or other written acknowledgment, of successful transmission, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice

is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section addressed as follows:

Developer:

[INSERT DEVELOPER NAME AND ADDRESS]

Phone: (____) _____ - _____

Fax: (____) _____ - _____

Attn: _____

City/District:

CITY OF GALT
380 Civic Center Drive
Galt, CA 95632
Phone: (209) 366-7230
Fax: (209) 744-1642
Attn: Community Development Director

with a copy to: Attorney's Office

BEST BEST & KRIEGER, LLP
3750 University Avenue
Riverside, CA 92501
Phone: (951) 686-1450
Fax: (951) 686-3083

Each party can change its address for delivery of notice by delivering written notice of such change of address to the other party within twenty (20) days of such change. Any notice delivered after 5:00 p.m. Pacific Standard Time on any day or on Saturday, Sunday or a State or Federal holiday shall be deemed delivered the next business day.

3.5. Attorneys' Fees. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be

entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

3.6. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

3.7. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors-in-interest and assigns of the parties hereto.

3.8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein. There are no oral or written representations, understandings, undertakings or agreements which are not expressly referred to or contained herein, and any such representations, understandings, undertakings or agreements are superseded by this Agreement.

3.9. Amendments. This Agreement may be amended or modified only in writing signed by both parties.

3.10. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

3.11. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

3.12. No Third Party Beneficiaries. Except as may be specifically provided herein to the contrary, no third party shall be the express or implied beneficiary of this Agreement or any of its provisions, no such third party may bring action at law or in equity with respect thereto.

3.13. Venue and Form. Any action at law or in equity arising under this Agreement brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of

Sacramento, State of California, and the parties waive all provisions of law providing for the filing, removal or change of venue to any other Court.

3.14. Counterparts. This Agreement shall be executed in counterparts, all of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Landowner Deposit Agreement as of the day and year written below.

Dated: _____, 20__

CITY OF GALT

By: _____

ATTEST:

By: _____
City Clerk

[INSERT DEVELOPER SIGNATURE BLOCK]

By: _____

Its: _____

EXHIBIT A

ANNEXATION NO. _____
COMMUNITY FACILITIES DISTRICT NO. 2005-1
LEGAL DESCRIPTION