Voluntary Merger Application

Surveying Services Division
1195 Third Street, Suite 101
Napa, CA 94559-3082
(707) 253-4351

A Tradition of Stewardship
A Commitment to Service

Print Form

Property Information:

Assessor Parcel Number _____ Assessor Parcel Number _____

Assessor Parcel Number _____ Assessor Parcel Number _____

Property Owner(s) Information, please include Mailing Addresses for all owners shown on Title

All parties as listed on the vesting deeds (Title) must sign and date Page 2 of this form. See attached signature requirements for Corps, LLCs, Partnerships, etc. Property Owners may provide consent for agents to act on their behalf, see Page 3.

Property Owner(s) Name _____

Mailing Address _____

Property Owner(s) Name _____

Mailing Address _____

Property Owner(s) Name _____

Mailing Address _____

Property Owner(s) Name _____

Mailing Address _____

Please use additional sheets for any additional owners

Additional Information:

Surveyor/Engineer: _____ Surveyor Contact Info: _____

Title Company: _____ Title Company Order #: _____

Flood Zone/Panel# _____ Road Name: _____

FEE $1440.07 due at time of submittal

The following items are required for submittal of a Voluntary Merger of Parcels:
* One copy of a Preliminary Title Report no more than 30 days old at the time of submission.
* Three copies of a tentative map accurately drawn to scale on an 8.5" x 11" paper with existing and proposed parcels shown.
* The signed consent and indemnification form must be signed and dated by all current owners of record.
* Draft copy of proposed merger legal description.
* Should the owner(s) wish to be represented by an agent, the attached form must be signed and dated.

INDEMNIFICATION and CONSENT AGREEMENT

Pursuant to Chapter 1.30 of the Napa County Code and state law, as part of the application for a discretionary or ministerial land use approval for the application identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the application approval of the County, or an action relating to this application required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to the application approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of application approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

I/we the property owner(s) do hereby certify by signature below that all information contained in the attached Voluntary Merger of Parcels Application is correct to the best of my/our knowledge under penalty of perjury and that I/we hereby consent to the processing of the the attached voluntary merger of parcels as shown on the application map.

Property Owner(s) Signature: _____

Printed Name: _____ Date: _____

Property Owner(s) Signature: _____

Printed Name: _____ Date: _____

Property Owner(s) Signature: _____

Printed Name: _____ Date: _____

Property Owner(s) Signature: _____

Printed Name: _____ Date: _____

Owner Consent Statement for Agent(s)* to act on their behalf
and/or Additional Agents to receive copies of Correspondence

I, We hereby grant permission to to act on

my/our behalf regarding this application.

Agent Name:

Address:

Email Address:

Property Owner Signature:

Signature Requirements For Corporations, Partnerships, Associations:

Corporations (whether or for- or non-profit)
The Chairman of the Board OR president or vice president AND either the secretary, assistant secretary, chief financial officer, or treasurer. Alternately, the application may be signed by any person who is authorized to do so by a corporate resolution (a copy of the resolution should be provided).

General Partnership
Any partner of the general partnership

Limited Partnership
A general partner of the limited partnership

Association
The president or general manager of the association

** Agent is anyone the Vested Property Owner(s) elects to represent them and receive copies of Voluntary Merger Correspondence; as example- an agent may be legal counsel, real estate professionals, other family members, etc.*

Voluntary Merger Process Information:

Upon submittal of the application materials, the Department of Public Works will determine application completeness. This usually takes between 1 to 5 working days. If the application is not complete, the applicant and project surveyor will be notified of what elements must be addressed to complete the application.
When an application is deemed complete, it is forwarded to the Planning division for review- comments are requested back with 21 days.
During the 21 day Planning review period, Public Works will be communicating/coordinating with your Title Company. Public Works will review the resultant parcel legal description for conformity to the map and existing legal descriptions. When it is determined the new description is in conformity, the Title Company will be requested to provide the merger deed.
Upon receiving comments back from the Planning, a letter stating the merger is in conformance with the County Code and a copy of the new deed will be forwarded to the property owner.
The owner should review the new deed and all vested property owners must sign the new deed.
THESE SIGNATURES MUST BE NOTARIZED. The applicant can either take the deed to the Title Company for notarization or hire an independent notary.
The signed and notarized document must then be returned to Public Works. (The Title Company can take care of this step for you if using them as your notary.)
Once Public Works receives the signed notarized deeds, a Certificate of Acceptance will be issued.
Both the Certificate and the new deed must then be recorded.
Upon receipt of a copy of the recorded documents, Public Works will deem the merger complete.

The entire process can be completed in 30 calendar days or less, provided the applicant responds timely to the request to review the new deed and provide notarized signatures.