

**AGREEMENT FOR ANNEXATION OF TERRITORY
(DEFERRED ANNEXATION AGREEMENT)**

County File Number: _____

Name of Developer: _____

Assessor Parcel Number: _____

Site Address: _____

Mailing Address: _____

Type(s) of Improvements: _____

This agreement is made and entered into on _____ between the COUNTY OF SANTA CLARA (“County”), the CITY OF SAN JOSE (“City”) and _____ (“Owner”), relating to the annexation to City of certain real property in the unincorporated territory of County and within City’s sphere of influence.

RECITALS

- A. County and City have adopted policies for the purpose of assuring that urban development, which requires urban services such as police and fire protection, sewers, streets, water, libraries and parks, occurs in the City to facilitate more efficient use of public resources and to prevent urban sprawl.
- B. To implement these policies, County and City have agreed to encourage annexation to City of developing unincorporated lands within City’s sphere of influence so that they can be improved in accordance with City’s land use plans and standards and contribute tax revenue to pay for City services.
- C. Owner desires to develop the property described in Exhibit A, attached hereto and incorporated herein by this reference (referred to herein as the “subject property” or “property”). The property is located in the unincorporated area of County and within the sphere of influence of City.
- D. At the present time the subject property cannot be annexed to City due to its distance from a City boundary. Development of the property may itself, or in conjunction with the development of other properties in the area, stimulate the need for urban services.
- E. To provide for the orderly expansion of City boundaries consistent with the ability of City to extend urban services to the proposed development on the subject

property and the surrounding area, it is necessary that the subject property be annexed to City whenever City determines this is feasible and desirable.

- F. As a condition of development of the subject property, Owner has agreed to enter into this agreement to provide for the future annexation of the property to City. This agreement provides a substantial benefit to the property and lands within City's sphere of influence because it allows for the extension of governmental services to the area while providing the means of reimbursing the costs of such services through the payment of taxes and assessments on the property to City following annexation.
- G. The parties intend that all of the covenants contained herein shall run with the land and shall bind the successive owners of the subject property and shall inure to the benefit of all the lands within City's sphere of influence.

IT IS AGREED by the parties as follows:

1. Owner Cooperation.
Owner agrees that annexation of the subject property to City is desirable and consents to such proceedings at such time as they may be commenced by City. Owner shall fully cooperate in the initiation and conduct of such annexation proceedings and waives any rights of protest under any law governing such proceedings.
2. City Initiation.
City agrees to initiate annexation proceedings for subject property at such time as City so elects after City has determined that annexation is feasible.
3. Payment of Taxes and Assessments.
Owner agrees to pay all property taxes and assessments levied on the subject property following annexation, subject to whatever right of administrative appeal and judicial review as be provided by law.
4. Release of Owner from Condition of Land Development Approval: County Reliance.
Upon execution and recording of this agreement, County shall release Owner from further compliance with condition number _____ of Owner's land development approval. It is understood that County relied upon this agreement when granting final approval for this project and will rely upon the agreement in the future when approving other development projects in the area.
5. Agreement Binding Upon Successors In Interest.
This agreement and the covenants contained herein shall run with the land and shall bind the successive owners of the subject property and shall inure to the benefit of all the lands within City's sphere of influence. For the purposes of this agreement, City's sphere of influence is that geographical area which extends outward from the City's incorporated territory and which represents the probable ultimate future physical

boundary and service area of City as most recently determined by the Local Agency Formation Commission prior to the execution of this agreement.

In the event the subject property is divided and sold, the terms of this agreement shall apply separately to each new parcel and the owner of each parcel shall succeed to the obligations imposed on Owner by this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on _____.

ATTEST:

COUNTY OF SANTA CLARA

Maria Marinos, Clerk of the Board

Dave Cortese, President

APPROVED AS TO FORM AND LEGALITY:

Lizanne Reynolds, Deputy County Counsel

DEVELOPER

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

CITY OF SAN JOSE

APPROVED AS TO FORM:

City Clerk

Deputy City Attorney