



FILE NUMBER: _____

INDEMNITY

I, the Owner/Applicant/Agent agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its officers, officials, employees, agents, boards and commissions (collectively "County") as follows:

1. INDEMNITY:

- A.** From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities arising out of, related to, or in connection with the application and applied for project or to attack, set aside, void, or annul, in whole or in part, an approval of the applied for project by the County, the adoption of environmental review documents related to the applied for project, and any related development approvals or project conditions for the applied for project (hereinafter "Claim");
- B.** For any and all costs and expenses incurred by the County on account of any Claim, except where such indemnification is prohibited by law, including but not limited to damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, private attorney general fees claimed by or awarded to any party against the County, and the County's costs incurred in preparing an administrative record which are not paid by the petitioner.
- C.** Except as to the County's sole negligence or willful misconduct.

2. DEFENSE:

- A.** The County may participate or direct the defense of any Claim. The County's actions in defense of any claim shall not relieve me of any obligation to indemnify, defend, and hold harmless the County.
- B.** In the event of a disagreement between County and me regarding defense of any Claim, the County shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted.
- C.** If the County reasonably determines that having common counsel presents such counsel with a conflict of interest, or if I fail to promptly assume the defense of any Claim or to promptly employ counsel reasonably satisfactory to the County, then County may utilize the Office of the County Counsel or employ separate outside counsel to represent or defend the County, and I shall pay the reasonable attorneys' fees and costs of such counsel.

Print Name

Signature

Date

APPLICATION SIGNATURE

I, further, certify under penalty of perjury that I am (check one):

The forgoing application
statements are true and correct:

☐ Property owner (owner includes partner, trustee, trustor, or corporate officer) of the property(s) involved in this application, consistent with the grant deed

☐ Applicant (attach proof of the owner's consent to the application of the properties involved in this application) and have been authorized to file on their behalf, consistent with authorization provided by the owner

☐ Legal agent (attach proof of the owner's consent to the application of the properties involved in this application) and have been authorized to file on their behalf consistent with authorization provided by the owner

Signature

Date