



THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Lassen ("County") and \_\_\_\_\_ ("Applicant").

### **RECITALS**

WHEREAS, Applicant has a legal and/or equitable interest in that certain real property located at Assessor Parcel Number(s): \_\_\_\_\_, Situs Address: \_\_\_\_\_ ("Property"); and

WHEREAS, Applicant has applied for that certain entitlement identified as \_\_\_\_\_ ("Project"); and

WHEREAS, County adopted Resolution Number: \_\_\_\_\_ ("Resolution"), conditionally approving Project, subject to the requirement that this Agreement be entered into, amongst other conditions; and

WHEREAS, this Agreement is entered into pursuant to Lassen County Code Chapter 1.35 (Indemnification), to satisfy the above referenced condition; and

WHEREAS, this Agreement has been approved as to form by Lassen County Counsel.

### **TERMS**

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The above Recitals are true and correct.
2. Nothing in this Agreement shall be construed to limit, direct, impede, or influence the County's review and consideration of the Project.
3. Applicant shall defend, indemnify, save and hold harmless the County of Lassen, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever, including, but not limited to: any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California

Environmental Quality Act ("CEQA") by County's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or Board of Supervisors; and attorneys' fees and costs awards arising out of, or in connection with the County's review or approval of the Project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation, hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. Applicant's obligations to defend and indemnify under this Agreement shall apply whether or not there is concurrent, active, or passive negligence on the part of County Parties, except that Applicant's obligation to indemnify shall not apply where the court finds there is gross negligence or willful misconduct by the County Parties.

4. The County will promptly notify Applicant of any such claim, action, or proceeding that is or may be subject to this Agreement and will cooperate fully in the defense. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
5. For any breach of this obligation the County may rescind its approval of the Project.
6. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant, which approval shall not be unreasonably withheld.
7. Applicant shall not settle or compromise any third party claim without prior written consent of Lassen County, which consent may not be unreasonably withheld.
8. The parties agree that this Agreement shall constitute a separate agreement from any Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
10. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Lassen County Superior Court.

11. The Applicant shall pay all court ordered costs and attorney fees.
12. These obligations shall be binding upon each and every successor, assign, and transferee of any interest in, right, or title to any part of the real property that is the subject of the Project Application. Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any deed, transfer, or conveyance of any interest in, right, or title to any part of the property that is the subject of the Project. However, the Applicant may be released from such obligations if the Applicant obtains County's prior written consent to such transfer, which consent shall not be unreasonably withheld.
13. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
14. Each person signing this Agreement represents and warrants that he or she has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant and enforceable in accordance with its terms.
15. Applicant is solely responsible for compliance with all local, state, and Federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and Federal agencies. Any failure of Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of Applicant under this Agreement except where such indemnification is prohibited by law.
16. This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written.
17. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to "County":

County Counsel  
County of Lassen  
221 South Roop Street, Suite 2

If to "Applicant":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Susanville, CA 96130

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With a copy to:

Director, Planning and Building Services  
Lassen County  
707 Nevada Street, Suite 5  
Susanville CA 96130

18. This Agreement may be signed in counterparts and must be signed by all Applicants and owners of the property that is the subject of the Project.

**After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.**

Dated: \_\_\_\_\_

**Applicant(s):**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**County:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Approved as to form by Lassen County Counsel, as required by Section 1.35.020 of the Lassen County Code:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature