



File No: \_\_\_\_\_

## PROJECT REVIEW APPLICATION

Property Address: \_\_\_\_\_

Assessor Parcel Number (APN): \_\_\_\_\_

**APPLICANT INFORMATION**

**PROPERTY OWNER INFORMATION**

Applicant's Name	Owner's Name
Address (Include City, State & Zip)	Address (Include City, State & Zip)
Telephone Number	Telephone Number
Email	Email

Description of Project:

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Reason, Need and/or Special Circumstance (Please attach separate sheet of paper is necessary):

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**I have received and am aware of the SUBMITTAL REQUIREMENTS for my application and understand that failure to meet these requirements will result in delay of project review. I also understand ALL application fees are non-refundable.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

*FOR OFFICE USE ONLY*

Date Paid:		
Receipt:		

**INDEMNIFICATION AGREEMENT FOR DEVELOPMENT APPLICATIONS**

Applicant submitted an application to the City of Monte Sereno on (enter date \_\_\_\_\_): for the following development approval/s: \_\_\_\_\_ (the "Project").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

- 1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Monte Sereno ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
  - a. Any approvals issued in connection with any of the above described applications by City; and/or
  - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended by City's advisory agencies, boards or commissions; appeals boards or commissions; Site & Architectural Commission, or City Council.
 Applicant's indemnification includes, but is not limited to, damages, fees and/or costs awarded against or incurred by City, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding, whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.
- 2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
- 3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for

- supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding, and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.
- 4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
  - a. The counsel to so defend City; and
  - b. All significant decisions concerning the manner in which the defense is conducted; and
  - c. Any and all settlements, which approval shall not be unreasonably withheld.
- 5. City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.
- 6. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

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

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE [MM/DD/YYYY]**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE, IF ANY**

IMPORTANT: Submit this form with original wet signatures (not a photocopy) to the City.