City of Sonora Indemnification Agreement

Pursuant to Sonora Municipal Code Chapter 17.69 (Ordinance 776, Effective November 16, 2007); authorized applicant (or authorized agent), property owner, their successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Sonora, its officers, attorneys, agents, and employees:

I. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the city or its officers, attorneys, agents or employees, to attack, set aside, void, or annul any action or decision by city staff, any city planning or advisory agency, any city appeal board, the Sonora City Council, Sonora Planning Commission or other city entity including, but not limited to, any action or decision approving any development or planning permit, license, approval, authorization, general plan amendment, zoning amendment, approvals or certifications under the California Environmental Quality Act (CEQA) and/or any mitigation monitoring program; but excluding any subdivision approval governed by Government Code Section 66474.9. This indemnification shall include damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, the city, and/or the parties initiating or bringing the proceeding; and

   From any proceeding seeking damages for property damage or personal injuries resulting from development authorized by the city pursuant to this application; and

   For all costs incurred in additional investigation and/or study of, or for supplementing, preparing, redrafting, revising or amending any document (e.g., a negative declaration, EIR, specific plan or general plan amendment), if made necessary by the proceeding and if applicant desires to pursue securing these approvals, after initiation of such proceeding, which are condition on the approval of such documents; and

II. Applicant (or authorized agent), property owner, their successors and assigns, hereby agree to indemnify the City of Sonora for all of the city's costs, fees, and damages which the city incurs in enforcing the indemnification provisions set forth herein.

III. In the event of a proceeding, the city retains the right to approve counsel to defend the city, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The city has the right not to participate in the defense, except that the city agrees to cooperate with the applicant in the defense of the proceeding. If the city chooses its own counsel to defend the city, the fees and

expenses of the counsel selected by the city shall be paid by the city. Notwithstanding the above, if the city attorney's office participates in the defense, all city attorney fees and costs shall be paid by the applicant.

Property Owner:

_____
Print Name

_____ _____
Signature Date

Authorized Applicant:

_____
Print Name

_____ _____
Signature Date

Authorized Agent:

_____
Print Name

_____ _____
Signature Date