



# COUNTY OF COLUSA

COMMUNITY DEVELOPMENT DEPARTMENT  
220 12th Street

Colusa, California 95932

TELEPHONE (530) 458-0480 FAX (530) 458-0482

*County Use Only:*

Case Nos:

Date Filed:

## Property Owner Authorization, Consent, and Guarantee of Indemnification Agreement

In signing this Agreement, I hereby attest and guarantee that I am the property owner of property located at \_\_\_\_\_

with Assessor's Parcel Number(s) \_\_\_\_\_

and that I have full legal capacity to and hereby authorize the following person(s)

\_\_\_\_\_ as the "Applicant" and to file an application on said property for the purpose of:

\_\_\_\_\_ and authorize the Applicant to represent me in this matter.

I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during any appeal period. I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief.

I further agree and grant authorization to enter said property to the County and its representatives for the limited purpose of examining the property with respect to the proposed project/land use.

The authorization is valid from the date of this application until the date of project determination or withdrawal. In applying for this application, I also agree to diligently process and complete all requirements necessary for said application to be considered complete and ready for processing, and I hereby do agree that failure to do so in accordance with County Code constitute an abandonment of said application and my desire to withdraw said application.

I as Property Owner further agree and guarantee to indemnify, defend, and hold harmless Colusa County ("County"), and its officers, employees, and agents, including consultants ("Indemnified Parties") from any claim, action, or proceeding against Indemnified Parties, to attack, set aside, void, or annul the approval of the Project, the adoption of the environmental document that accompanies it, or any other action or

claim arising out of the proposed project. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, or expert witness costs that may be asserted by any person or entity, including the Applicant and Property Owner, arising out of or in connection with the processing of proposed project application or approval of the Project, including any claim for attorney fees claimed by or awarded to any party against the County.

The County shall promptly notify the Property Owner of any claim, action, or proceeding. The County shall control the choice of counsel and defense of any such claim, action, or proceeding. To the extent County is required to use any of its resources to respond to any such claim, action, or proceeding, Property Owner will reimburse County upon demand and upon presentation of an invoice describing the work done, the time spent on such work, and the hourly rate for such work by the employee or agent of County.

The person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that this Agreement is a valid legal agreement binding on the Property owner.

PROPERTY OWNER:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date