



CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, CA 93950

• www.cityofpg.org/water-credits

Water Entitlement Application

Application # _____

Date: _____

Application fee _____

Project Address: _____ APN: _____

Fixture Unit(s) Requested: _____

Acre-Feet Requested: _____

Project Description: _____

Applicant

Owner

Name: _____

Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Mailing Address: _____

Mailing Address: _____

Permit Request

Water Credit

Confirmation from Water Management:

INDEMNIFICATION CONDITION

In consideration for City review and approval of application in this matter, the Owner/Applicant shall indemnify, defend, protect and hold harmless the City, its elected and appointed officials, officers, agents, and employees (collectively "Indemnitees"), using counsel approved in writing by the City, from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements which may accrue against Indemnitees by reason of the City's processing, approval or denial of the request and application in this matter. Indemnification shall include, but shall not be limited to any action, or proceeding brought to attack, set aside, void, annul, limit, or inhibit the approval of the application referenced above, and shall expressly include causes of action under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or the CA Coastal Act.

The obligation to indemnify shall include, but not be limited to, all costs relating to preparing administrative records, investigations, responses to discovery, retention of experts, and other costs, including attorney's fees or obligations related to this matter, including actions brought by the Owner/Applicant and also extend to any expense incurred in establishing the City's right to indemnification. City expenses shall be paid by Owner/Applicant upon City request notwithstanding final disposition of the matter has not yet occurred. If the City is later determined to not be entitled to indemnification, the City shall repay amounts so advanced.

This indemnification condition is the Owner/Applicant's inducement to the City to process and approve the application, which approval would otherwise be withheld by City due to its concern for liability or expense that may result from performance of the City's duties. Should any dispute arise regarding interpretation of this condition, the prevailing party shall recover all reasonable costs incurred, including court costs, attorney fees and related expenses. Recovery of expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

This indemnification condition shall not require the Owner/Applicant to indemnify the City or other Indemnities: (a) to the extent that an obligation is actually paid by an insurer pursuant to an insurance policy; (b) in connection with any remuneration paid to the City, if it shall be finally adjudged that such remuneration was in violation of law; or (c) on account of the City's misconduct if such misconduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful.

Any permit or other approval given by the City to the Owner/Applicant Guarantor shall be valid only so long as this indemnification condition is given full force and effect. If this indemnification condition is revoked, the permit or other approval of the City shall then become null and void.

Owner/Applicant represents it (and any subsidiary) is (a) duly formed and organized, (b) validly existing and in good standing under state law, and (c) has all necessary power to execute and deliver this document and perform its obligations. Owner/Applicant also represents it is authorized to enter into this agreement by all requisite partnership, corporate or other action, and its terms are a valid and legally binding obligation. Neither execution nor delivery of this document nor performance of its obligations will violate any law or provision of any agreement, articles of incorporation, by-laws or other organizational or governing documents relating to Owner/Applicant, nor conflict with any court order relating to Owner/Applicant.

Applicant Signature: _____

Date: _____

Owner Signature (Required): _____

Date: _____