

TEHAMA COUNTY PLANNING DEPARTMENT

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STATEMENT OF APPLICANT RESPONSIBILITY & INDEMNIFICATION

Statement of Applicant Responsibility

Please read the following statement outlining your responsibilities in the application hearing process.

An amendment to California Law (AB 884), adopted in 1977 and effective January 1, 1978, requires the County of Tehama and all other jurisdictions in the state to take final action to approve or disapprove a request like yours within one year of the County's acceptance of your application as complete. In most cases, the County has approved requests like yours in significantly less time. However, the legislation now requires the County to "count down" the days so that requests are not inadvertently approved without approval by the Board of Supervisors or a designated body. The law requires Tehama County to inform you within 30 days after the application is submitted if your application is incomplete for our needs. If the application is complete and has all the information we need, the processing will be initiated immediately. If additional data is needed, a letter will be sent to you specifically stating the information needed. The staff will not certify the application is complete until all the requested items have been submitted to the County and the required fees have been paid. PLEASE BE ADVISED THAT THIS APPLICATION IS NOT APPROVED UNTIL THE ULTIMATE HEARING BODY HAS TAKEN ITS FINAL ACTION AND ALL APPEALS EXHAUSTED. ANY RECOMMENDATIONS OR COMMENTS BY STAFF OR ACTIONS BY INTERMEDIATE HEARING BODIES ARE ONLY ADVISORY AND SHOULD NOT BE RELIED ON FOR THE PURPOSES OF MAKING FINANCIAL COMMITMENTS.

Indemnification

The Applicant(s) shall defend, indemnify, and hold harmless, at the Applicant(s) sole expense, the County of Tehama and its employees, officers, contractors, and agents (the "County Indemnitees") from and against any claim, action, or judicial or administrative proceeding brought against the County Indemnitees, or any of them, to attack, set aside, void, annul, or otherwise challenge the County's decision on the proposed project to the Applicant, any environmental review or absence thereof associated with the proposed project, or the manner in which the County interprets or enforces the terms and conditions of proposed project at any time. The Applicant shall further pay all losses, liabilities, damages, penalties, costs, awards, judgments, fees (including reasonable attorney's fees) and expenses arising from such claim, action, or judicial or administrative proceeding. Counsel for the County Indemnitees in any such legal defense shall be selected by the County. Upon request of the County, the Applicant shall execute a formal written agreement containing the foregoing terms, but the Applicant(s) obligations hereunder shall be fully operative and enforceable regardless of whether such an agreement is executed.

Signature before a Notary Public

Property Owner

Date

Applicant

Date

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Tehama)

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____