

Application Indemnification Agreement

Project Title: Formation of Yettem- Seville CSD

Applicant(s) shall indemnify, defend, and hold harmless the Tulare County Local Agency Formation Commission ("LAFCO" or the "Commission") from and against any claims, actions, or proceedings for damages, losses, attorneys' fees, private attorney general fees and/or costs awarded to any party against LAFCO to attack, set aside, void, or annul any findings, resolutions, entitlements, certifications under the California Environmental Quality Act ("CEQA") or other environmental review, and approvals by LAFCO given in regard to the Project described or identified in this Application and any other related proceedings (hereinafter referred to collectively as "Project" which includes annexations, reorganizations, detachments, dissolutions, formations, mergers, consolidations, sphere of influence amendments and extraterritorial service agreements), or to impose personal liability against such LAFCO commissioners, officers, employees, agents, or attorneys resulting from their official involvement in any Project proceedings, including any claims, actions or proceedings for any damages, losses, attorneys' fees, private attorney general fees and/or costs awarded to any party and against LAFCO.

For the purposes of this Agreement, the term "Applicant" shall include all parties applying for discretionary approval of the Project, including but not limited to the subject agency or agencies (the district(s) and/or city for which a change of organization or reorganization is proposed), the owner or owners of the property or properties upon which the Project is sited, the developer or developers of the property or properties upon which the Project is sited and the Applicant(s)' heir(s), assign(s), and successor(s)-in-interest to which this Agreement applies.

The undersigned Applicant(s) expressly warrant his/her/its/their authority to enter into this Agreement and bind all applicants and parties, including but not limited to the subject agency or agencies, owner or owners of any property or properties upon which the project is sited, the developer or developers of the property or properties upon which the Project is sited and the Applicant(s)'s heir(s), assign(s), and successors-in-interest. The Applicant(s) having read and considered the above provisions, indicate his/her/its/their agreement by their authorized signatures below.

Date:

Subject Agency: County of Tulare

By: _____ Attest: _____

Printed Name: J. Steven Worthley Printed Name: Michael C. Spata
City or District Manager City or District Clerk