



**CITY OF SONORA
PLANNING COMMISSION
DEVELOPMENT AGREEMENT APPLICATION**

APPLICANT: _____

MAILING ADDRESS: _____

OWNERS NAME: _____

MAILING ADDRESS: _____

ADDRESS OF PROPERTY INVOLVED: _____

ASSESSORS PARCEL NUMBER OF PROPERTY INVOLVED: _____

PRESENT USE: _____ PRESENT BUILDINGS: _____

REQUEST: _____

PREREQUISITES BEFORE APPLICATION CAN BE CONSIDERED COMPLETE:

1. Completion of application form and payment of fees: **\$590.00 + billed cost of City Attorney and City Engineer for review.**
2. Submittal of proof of verification that applicant is a “qualified applicant” pursuant to City Council Resolution No 4-2-90 H.
3. One (1) copy of legal description of property from dedd records.
4. Proposed form of agreement (whether City recommended form or acceptable alternative).
5. Submittal of twenty five (25) copies of complete site plan showing the proposed development of the entire site, such as uses and buildings, walkways and driveways and parking and loading areas, with sufficient information and accuracy to determine compliance with City land use development standards.
6. One (1) copy of reduced site plan.
7. Submittal of twenty five (25) copies of complete landscaping plan, showing all areas to be landscaped, and keyed to type and size of vegetation to be planted.
8. Submittal of twenty five (25) copies of exterior elevations of proposed buildings, including identification of materials of construction and finish treatments.
9. Submittal of Environmental Information Form (Appendix H) from State CEQA Guidelines.
10. Other information may be required by the Community Development Director upon preliminary review of the above submittals.

I certify that the foregoing is true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

FOR CITY USE ONLY

Received by: _____ Title: _____ Date: _____

Acct # 303-04107-001

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