



Community & Economic Development Dept.

2222 M Street, 2nd Floor

Merced, CA 95340

TEL: (209) 385-7654

WEB: countyofmerced.com/planning

**MERCED COUNTY PLANNING
PERMIT APPLICATION
TERMS AND CONDITIONS**

CERTIFICATION OF APPLICATION INFORMATION. I hereby certify that the statement furnished in the application submittal present the data and information required for adequate evaluation of this project to the best of my ability that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I further understand that additional information may be required to be submitted before an adequate evaluation can be made by the County of Merced.

I understand that a misrepresentation of any submitted data may invalidate an approval by the Director of the Community and Economic Development Department, Planning Commission, or Board of Supervisors. I understand that the application may be withdrawn if my authorized representative or I are not present at the scheduled meeting(s) unless a written request for postponement has been presented to the applicable review body. I understand the application fees may not be refundable.

PLAN ACKNOWLEDGEMENT. I acknowledge that I am submitting plans for a non-exempt project (projects the Architects Practice Act and the California Business and Professions Code require to be prepared, stamped, and signed by a licensed individual) for a planning permit, and that plans prepared by un-licensed individuals will not be acceptable for building permit purposes.

DEED RESTRICTIONS. I also hereby confirm there are no deed restrictions on this land that would prohibit this type of use or development.

LETTER OF AUTHORIZATION. I also hereby authorize the identified Applicant and Agent to act on my behalf in submitting and processing of this application, and any and all standards and conditions applicable.

I grant permission to the County to conduct site visits, to take photographs, record, and/or make slides of the project site as necessary to investigate the proposed project, and to present such material at public meetings and hearings.

MAINTENANCE OF EXISTING CONDITIONS. I also hereby acknowledge that no work will be performed, such as grading or land leveling, land clearing, construction, trenching, or other work that would alter the existing conditions of the project site, prior to the County of Merced's final approval of the submitted application.

I understand that if the project site is altered prior to project approval, the review of the project by the County will be more difficult and potentially expensive and that additional mitigation measures and/or conditions of approval may be imposed. Further, unauthorized work may cause enforcement by other agencies and/or the denial of the application.

I have instructed my agent and/or the project applicant of the importance of maintaining existing site conditions. Exception to the above may be approved by the Community and Economic Development Department upon a written request.

INDEMNITY AND HOLD HARMLESS AGREEMENT. As to tentative, parcel, or final map application or approval, Applicant agrees to defend, indemnify and hold harmless the County of Merced, its Board of Supervisors, commissions, officers, employees, agents, and assigns (hereinafter "COUNTY") from any claim, action, or proceeding arising out of, or in connection with the COUNTY's review or approval of the application including, but not limited to, COUNTY's actions regarding related environmental determinations. This obligation shall extend to any such claim, action, or proceeding against COUNTY to attack, set aside, void, or annul, an approval by COUNTY. In the event that a claim, action, or proceeding is brought, COUNTY shall promptly notify the applicant and cooperate fully in the defense.

As to all other matters, Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with this application, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity. Applicant's liability shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising under this clause, which shall include actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorney's fees but not be limited to attorneys' fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law