



Indemnification Agreement Form

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the City of Torrance and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the City of Torrance, its agents, officers, attorneys and employees to attack, set aside, void, or annul the City's decision to approve any tentative map (tract or parcel), conditional use permit, precise plan, modification of a previously approved entitlement, planning commission review, waiver, temporary outdoor event permit, development permit, planned development, variance, validation permit, general plan amendment, zone change or zoning code amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, 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, property owner, the City, and/or the parties initiating or bringing such proceeding.

Property Owner(s) Signature(s)

Date

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets, if necessary. If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.
- If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.
- If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.
- If the property owner is a trust, provide a copy of the trust certificate.
- If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Community Development Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Community Development Director that the property owner(s) has owned the property consistently for at least the last five years.

If the application is for a plot plan for a Wireless Telecom Facility, the property owner(s) and the wireless service provider must sign the indemnification paragraph above. If the application is for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

UPDATED INFORMATIONAL CONDITION OF APPROVAL FOR ALL PROJECTS

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the City of Torrance or its agents, officers, and employees (CITY) from the following:

- a) any claim, action, or proceeding against the CITY to attack, set aside, void, or annul an approval of the CITY, its advisory agencies, appeal boards, or legislative body concerning the:

or its associated environmental documentation; and,

- b) any claim, action or proceeding against the CITY to attack, set aside, void or annul any other decision made by the CITY concerning the:

including, but not limited to, decisions made in response to California Public Records Act requests; and

- c) (a) and (b) above are hereinafter collectively referred to as "LITIGATION."

The CITY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the CITY fails to promptly notify the applicant/permittee of any such LITIGATION or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the CITY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the CITY incurs in connection with any such LITIGATION, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of the City Attorney.

Payment for CITY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from CITY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the CITY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/permittee shall deposit with CITY such additional amounts as CITY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the CITY, including but not limited to, the Office of the City Attorney, City of Torrance Planning Department and the Office of the City Clerk associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from the records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the CITY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from CITY, applicant/permittee shall make such additional deposits.