



SUTTER COUNTY DEVELOPMENT SERVICES DEPARTMENT

Building Inspection
Environmental Health/CUPA

Code Enforcement
Engineering/Water Resources

Planning

Admin & Finance
Road Maintenance

APPLICATION FOR

REQUEST TO RETURN DEVELOPMENT RIGHTS

Filing Fee: - At cost with a \$2,000.00 Deposit

OFFICE USE ONLY	
Application No.:	Date Filed:
Receipt No.:	
Parcel Map # / Other Related Application(s):	

Property Location (address): _____

Assessor's Parcel No(s): _____ **Zone:** _____

The development rights were assigned to the County through a recorded agreement. Your request to return those rights to the property owner needs to be accompanied by an explanation of the reason(s) for the agreement to be terminated. Attach additional sheets as necessary. _____

	OWNER	REPRESENTATIVE
NAME:	_____	_____
ADDRESS:	_____	_____
CITY:	_____	_____
PHONE:	_____	_____

SIGNATURE OF PROPERTY OWNER: _____

(A property owner's representative can sign if the property owner provides a consent letter.)

Attach an accurate plot plan which is drawn according to the "Sutter County Plot Plan Requirements" sheet and which shows existing and proposed improvements on the property.

CONTACT THE DEVELOPMENT SERVICES DEPARTMENT IF YOU HAVE ANY QUESTIONS. WE WILL BE HAPPY TO ASSIST YOU IN ANY WAY WE CAN.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is entered into by the applicant for the project described below (“Applicant”) and the owner or owners of the property that is the subject of such application (“Property Owner”). This Agreement is effective as of the date last signed below.

Applicant and Property Owner agree to indemnify, defend, and hold harmless Sutter County (“County”), the Sutter County Planning Commission, the Sutter County Board of Supervisors, and their officers, employees, and agents, including consultants (“Indemnified Parties”) from any claim, action, or proceeding against Indemnified Parties to attack, set aside, void, or annul the approval of the Project or adoption of the environmental document that accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys’ fees, or expert witness costs that may be asserted by any person or entity, including the Applicant and Property Owner, arising out of or in connection with the approval of the Project, including any claim for private attorney general fees claimed by or awarded to any party against the County.

The County shall promptly notify the Applicant of any claim, action, or proceeding. The County shall control the choice of counsel and defense of any such claim, action, or proceeding.

To the extent that County is required by Applicant to use any of its resources to respond to such claim, action, or proceeding, Applicant will reimburse County upon demand and upon presentation of an invoice describing the work done, the time spent on such work, and the hourly rate for such work by the employee or agent of County.

The person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant and enforceable in accordance with its terms.

PROJECT:

Project Number: _____

Sutter County APN(s): _____

PROPERTY OWNER:

Signed: _____

Print Name: _____

APPLICANT:

Signed: _____

Print Name: _____

Title: _____

Name of Project Applicant: _____