INDEMNITY AGREEMENT

	Γ (this "Agreement") is made and entered
into as of this day of GLENDORA ("City"), and	, 20, between the CTTT OF ("Subdivider").
RECI	TALS
WHEREAS, Subdivider is the owner in the	er of certain real property located at he City of Glendora ("Property").
WHEREAS, the Property is covered was approved by the City pursuant to the Sub	d by [Tract/Parcel Map No.] which odivision Map Act ("Map Act").
· •	Act and the Glendora Municipal Code, map for the Property based on [Tract/Parcel
requiring, as a condition of a final map approximately counsel reasonably acceptable to City), independent or instrumentality thereof, its elected and officers, employees and agents (collectively, claims, actions or proceedings to attack, set advisory agency, appeal board or City Collections).	nent Code Section 66474.9(b), the City is plication, that Subdivider defend (with legal mnify and hold harmless City and any agency appointed boards, commissions, officials, "Indemnitees") from and against any and all aside, void or annul an approval of City, any uncil concerning the subdivision known as as, actions or proceedings are brought within Code Section 66499.37.
indemnification for any and all claims, action relating to the environmental review cond Quality Act (Public Resources Code Section conjunction with an approval granted by Concerning the subdivision known as [Tract/	er has voluntarily agreed to provide similar as or proceedings arising out of or in any way ducted under the California Environmental on 21000, et seq., hereinafter "CEQA") in City, its boards, commissions or employees Parcel Map No.], which claims, actions eriods provided for in Public Resources Code
	ation of City granting approval of the final or other good and valuable consideration, the cknowledged, the Parties agree as follows:

Section I. RECITALS. The Recitals set forth above are acknowledged as true and correct by the Parties.

Section II. <u>INDEMNITY.</u>

- A. Subdivider shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless, the Indemnitees from and against any and all claims, actions or proceedings to attack, set aside, void or annul an approval of City, any advisory agency, appeal board of the City Council concerning the subdivision known as [Tract/Parcel Map No. ____], which claims, actions or proceedings are brought within the time period provided for in Government Code Section 66499.37.
- B. In addition, Subdivider shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless, the Indemnitees from and against any and all claims, actions or proceedings arising out of or in any way relating to the environmental review conducted under CEQA in conjunction with an approval granted by City, its boards, commissions or employees concerning the subdivision known as [Tract/Parcel Map No. ____], which claims, actions or proceedings are brought within the time periods provided for in Public Resources Code Section 21167.
- C. To the extent that the obligation in preceding Paragraphs A or B may be unenforceable because it violates any law or public policy, then Subdivider will contribute the maximum portion that it is permitted to pay in satisfaction of all claims, actions or proceedings incurred by the Indemnitees which are within the scope of this Agreement.
- D. City agrees that the indemnity provided in this Agreement is limited to claims, actions or proceedings brought by third parties and is not intended to cover any claim, action or proceedings brought by Subdivider.
- **Section III.** <u>SUCCESSORS AND ASSIGNS.</u> The representations, warranties, indemnities, covenants and agreements provided herein shall become effective upon execution of this Agreement and shall be binding upon Subdivider's successors and assigns.
- **Section IV.** REIMBURSEMENT OF EXPENSES. In the event the Indemnitees sustain any expenses which are reimbursable pursuant to this Agreement, Subdivider agrees to reimburse the Indemnitees for such expenses within a reasonable time, but in no event exceeding sixty (60) days after receiving written notice from said Indemnitees of having incurred such expenses.
- **Section V.** <u>NOTICE OF CLAIM AGAINST INDEMNITEES.</u> City shall give Subdivider prompt written notice of any claim, action or proceeding regarding the subject matter of this Agreement, and shall cooperate fully in the defense of the claim, action or proceeding. If City fails to promptly notify Subdivider of any claim, action or proceeding against the Indemnitees, or if City fails to cooperate fully in the defense, Subdivider shall not thereafter be responsible to defend, indemnify or hold harmless the City.

Section VI. PARTICIPATION BY CITY. Nothing contained in this Agreement prohibits City from participating in the defense of any claim, action or proceeding, if both of the following occur: (1) City bears its own attorney's fees and costs, and (2) City defends the action in good faith.

Section VII. SETTLEMENT. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved in writing by Subdivider. If City refuses to consent to any lawful settlement or compromise acceptable to Subdivider, Subdivider shall not thereafter be responsible to defend, indemnify or hold harmless City.

Section VIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and, to the extent that federal law may preempt the applicability of state laws, federal law.

Section IX. AMENDMENTS. This Agreement may not be changed or amended orally but only by an instrument in writing signed by the Party against whom enforcement by the change or amendment is sought.

Section X. SEVERABILITY. Should any non-material provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

Section XI. <u>ATTORNEYS' FEES.</u> If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

Section XII. NOTICES. Any notices or other correspondence between the Parties shall be sent to the following unless either Party gives the other notice of a change of address:

To City: City Clerk

City of Glendora

116 E. Foothill Boulevard Glendora, California 91741

With copy to: D. Wayne Leech, City Attorney

Moseley & Leech

11001 E. Valley Mall, Suite 200 El Monte, California 91731

To Subdivider:	

Notice shall be effective upon personal delivery, delivery by courier service, or three business days following deposit in the United States mail, postage prepaid, certified.

Section XIII. <u>HEADINGS.</u> The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section XIV. NO PRESUMPTION RE: DRAFTER. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section XV. ASSISTANCE OF COUNSEL. Each Party to this Agreement warrants to each other Party as follows:

- (1) That each Party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
- (2) That each Party has lawfully authorized the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF GLENDORA	[SUBDIVIDER]
By	Ву
, Mayor	[Name/Title]
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
D. Wayne Leech, City Attorney	