



CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950

Tel: 831.648.3190 • Fax: 831.648.3184 • www.cityofpacificgrove.org/cedd

Permit Application

Application # _____

Date: _____

Total Fees: _____

APPLICANT/OWNER:

Project Address: _____ APN: _____

Project Description: _____

Will the project create, add, or replace impervious surface? Yes No

Will the project impact any tree(s) on site? Yes No

Applicant

Owner

Name: _____

Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Mailing Address: _____

Mailing Address: _____

Permit Request:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> CRD: Counter Determination | <input type="checkbox"/> SP: Sign Permit | <input type="checkbox"/> IHS: Initial Historic Screening | <input type="checkbox"/> VAR: Variance |
| <input type="checkbox"/> AP: Architectural Permit | <input type="checkbox"/> UP: Use Permit | <input type="checkbox"/> HPP: Historic Preservation | <input type="checkbox"/> MMP: Mitigation Monitoring |
| <input type="checkbox"/> AAP: Administrative AP | <input type="checkbox"/> AUP: Administrative UP | <input type="checkbox"/> A: Appeal | <input type="checkbox"/> Stormwater Permit |
| <input type="checkbox"/> ADC: Arch Design Change | <input type="checkbox"/> ADU: Acc. Dwelling Unit | <input type="checkbox"/> TPD: Tree Permit W/ Dev't | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> ASP: Admin Sign Permit | <input type="checkbox"/> LLA: Lot Line Adjustment | <input type="checkbox"/> EIR: Environmental Impact | <input type="checkbox"/> Other: _____ |

PLANNING STAFF USE ONLY:

CEQA Determination:

- Exempt
- Initial Study & Mitigated Negative Declaration
- Environmental Impact Report

Review Authority:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> Staff | <input type="checkbox"/> HRC |
| <input type="checkbox"/> ZA | <input type="checkbox"/> PC |
| <input type="checkbox"/> SPRC | <input type="checkbox"/> CC |
| <input type="checkbox"/> ARB | <input type="checkbox"/> _____ |

Active Permits:

- Active Planning Permit
 - Active Building Permit
 - Active Code Violation
- Permit #: _____

Overlay Zones:

- Butterfly Zone
- Coastal Zone
- Area of Special Biological Significance (ASBS)
- Environmentally Sensitive Habitat Area (ESHA)

Property Information

Lot: _____

Block: _____

Tract: _____

ZC: _____

GP: _____

Lot Size: _____

- Historic Resources Inventory Archaeologically Sensitive Area

Staff Use Only:

Received by: _____

Assigned to: _____

INDEMNIFICATION CONDITION

In consideration for City review and approval of application in this matter, the Owner/Applicant shall indemnify, defend, protect and hold harmless the City, its elected and appointed officials, officers, agents, and employees (collectively "Indemnitees"), using counsel approved in writing by the City, from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements which may accrue against Indemnitees by reason of the City's processing, approval or denial of the request and application in this matter. Indemnification shall include, but shall not be limited to any action, or proceeding brought to attack, set aside, void, annul, limit, or inhibit the approval of the application referenced above, and shall expressly include causes of action under the California Environmental Quality Act (CEQA), or the National Environmental Policy Act (NEPA).

The obligation to indemnify shall include, but not be limited to, all costs relating to preparing administrative records, investigations, responses to discovery, retention of experts, and other costs, including attorney's fees or obligations related to this matter, including actions brought by the Owner/Applicant and also extend to any expense incurred in establishing the City's right to indemnification. City expenses shall be paid by Owner/Applicant upon City request notwithstanding final disposition of the matter has not yet occurred. If the City is later determined to not be entitled to indemnification, the City shall repay amounts so advanced.

This indemnification condition is the Owner/Applicant's inducement to the City to process and approve the application, which approval would otherwise be withheld by City due to its concern for liability or expense that may result from performance of the City's duties. Should any dispute arise regarding interpretation of this condition, the prevailing party shall recover all reasonable costs incurred, including court costs, attorney fees and related expenses. Recovery of expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

This indemnification condition shall not require the Owner/Applicant to indemnify the City or other Indemnities: (a) to the extent that an obligation is actually paid by an insurer pursuant to an insurance policy; (b) in connection with any remuneration paid to the City, if it shall be finally adjudged that such remuneration was in violation of law; or (c) on account of the City's misconduct if such misconduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful.

Any permit or other approval given by the City to the Owner/Applicant Guarantor shall be valid only so long as this indemnification condition is given full force and effect. If this indemnification condition is revoked, the permit or other approval of the City shall then become null and void.

Owner/Applicant represents it (and any subsidiary) is (a) duly formed and organized, (b) validly existing and in good standing under state law, and (c) has all necessary power to execute and deliver this document and perform its obligations. Owner/Applicant also represents it is authorized to enter into this agreement by all requisite partnership, corporate or other action, and its terms are a valid and legally binding obligation. Neither execution nor delivery of this document nor performance of its obligations will violate any law or provision of any agreement, articles of incorporation, by-laws or other organizational or governing documents relating to Owner/Applicant, nor conflict with any court order relating to Owner/Applicant.

Applicant Signature: _____

Date: _____

Owner Signature (Required): _____

Date: _____