INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”), is made and effective as of _____, 2019 (“Effective Date”), between the City of Selma, a municipal corporation (“City”) and _____(“Owner”). The City and Owner are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, Owner has applied for a lot line adjustment of real property owned by Owner and situated in the City of Selma known as “insert address”, Selma, California, Assessor’s Parcel No. ###-###-## (referred to herein as the “Property”).

WHEREAS, City is aware of asserted rights by persons other than Owner in and to the aforementioned real property and desires to ensure the processing of Owner’s application will not expose it to expense or liability; and

NOW, THEREFORE, for good and valuable consideration, Owner and City agree as follows:

AGREEMENT

1. Indemnification. Owner hereby agrees to indemnify, defend, and hold harmless City, its successors and assigns and all its affiliates, shareholders, officers, employees from and against any and all claims, demands, actions, losses, damages, liabilities, liens, costs, expenses (including reasonable attorney’s fees and expenses) arising out of the processing, issuance or granting of any application to City relating to the Property. City shall promptly notify Owner of the existence of any claim, demand, or action as to which Owner's indemnification obligations hereunder would apply.

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

3. Entire Agreement. This Indemnification Agreement contains all the agreements of City and Owner with regard to the indemnification of City contemplated hereby, and supersedes all such prior agreements, undertakings and negotiations whether written or oral. The recitals hereto are true and correct and are an integral part of this Agreement.

CITY OF SELMA

Dated: _____, 20__ By:_____
, City Manager

OWNER:

Dated: _____, 20__ By:_____