

**CITY OF MT. SHASTA
 PLANNING DEPARTMENT
 305 N. MT. SHASTA BOULEVARD
 MT. SHASTA, CALIFORNIA 96067
 (530) 926-7510**

APN _____

PROJECT NO. _____

**GENERAL APPLICATION
 (Print or Type in Black Ink Only)**

- | | |
|---|---|
| <input type="checkbox"/> Conditional Use Permit - \$480 | <input type="checkbox"/> Annexation - \$750 (5 Acres or Less) |
| <input type="checkbox"/> Variance - \$580 | <input type="checkbox"/> Annexation - \$1,200 (More than 5 Acres) |
| <input type="checkbox"/> Subdivision (4 or Less) - \$650 + Time/Materials | <input type="checkbox"/> Lot Line Adjustment - \$150 |
| <input type="checkbox"/> Subdivision (5 or More) - \$300 + \$150 per parcel | <input type="checkbox"/> Optional Design - \$180 |
| <input type="checkbox"/> Pre-zoning / Rezoning - \$425 | <input type="checkbox"/> Architectural / Design - \$325 |
| <input type="checkbox"/> General Plan Amendment - \$580 | <input type="checkbox"/> Sign – Administrative - \$55 |
| <input type="checkbox"/> Home Occupation – Administrative - \$80 | <input type="checkbox"/> Sign - \$245 |
| <input type="checkbox"/> Home Occupation - \$345 | <input type="checkbox"/> _____ (If not listed, check with |
| <input type="checkbox"/> Other _____ \$100 + Time/Materials | Planning Department for current description and fee.) |

In addition to the above fees, applicants shall be required to reimburse the City of Mt. Shasta for any additional costs of issuing permit, including but not limited to, extraordinary fees for legal counsel and/or consultant costs.

PLANNING DEPARTMENT

CASHIER

_____ Application Received
 _____ Accepted as Complete
 _____ Received By

_____ Application Fee
 _____ Receipt Number
 _____ Received By

APPLICANT: NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP: _____
 TELEPHONE / FAX #: _____

OWNER: NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP: _____
 TELEPHONE / FAX #: _____

REPRESENTATIVE: NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP: _____
 TELEPHONE / FAX #: _____

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PROJECT DESCRIPTION

PROJECT NAME: _____

SITE ADDRESS: _____

ASSESSOR'S PARCEL #: _____

Describe in detail your proposed project, including all proposed uses, special materials, special fixtures or appliances, and any grading and/or construction that must be completed to establish your project. Refer to project guideline for specific submittal requirements. (Attach additional sheets, if necessary.)

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PROPERTY OWNER SIGNATURE REQUIREMENT

I hereby certify that the facts, statements, and information presented within this application are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the City of Mt. Shasta. I hereby certify that I have read and fully understand all the information required in this application form.

By signing this application, I (we) hereby authorize city, county, state and federal agencies, requested to review this application, to enter my property for the purpose of reviewing and commenting on this application. The authorization is valid from the date of filing this application until the city formally acts to approve or deny this project.

Signature

Printed Name

Address

City/State/Zip

Date

Signature

Printed Name

Address

City/State/Zip

Date

Signature

Printed Name

Address

City/State/Zip

Date

Signature

Printed Name

Address

City/State/Zip

Date

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the City of Mt. Shasta, a municipal corporation existing under the Constitution of the State of California (“City”), and _____, [description of applicant, individual, or as organized, e.g., partnership, corporation, etc.] (“Applicant”).

WHEREAS, Applicant has applied to the City for _____ [zoning change, General Plan amendment, use permit], as further described: _____
_____ hereinafter known as the “Project” and more fully described as: _____
_____;

WHEREAS, Applicant has requested City to accept the application for the Project and to review, consider and approve the Project and to conduct environmental review and to make findings as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the parties agree that it is in the best interest of Applicant and City to indemnify and hold harmless City from any and all damage, liability or loss, or claim of damage, liability or loss, connected with or arising out of the approval of the Project or any action taken or decision made by City approving the Project, supplementing the Project, placing conditions on the Project and any decision, determination or finding made concerning CEQA;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions discussed below, the parties mutually agree as follows:

1. Applicant, and each of them, shall defend, indemnify and hold harmless City and its officers, agents and employees from any claim, action or proceeding hereinafter collectively known as “Action” against City, its officers, agents and employees to attack, set aside, void, annul, modify, or in any way challenge any decisions, findings, determinations, or approval made by City relating to the Project, or to impose personal liability against any agents, officers or employees of City resulting from their involvement in the Project, including any claim for private Attorney General fees claimed by or awarded to any party from the City as a result of any challenge to the Project or any action or challenge resulting from use, operation or maintenance of the Project.
2. Applicant shall reimburse City for any costs, including but not limited to attorney’s fees, consultants costs and litigation expenses incurred by City in defense of any action.
3. Applicant shall indemnify and hold harmless City from any award against the City for attorney’s fees, costs or damages arising out of or related to the City’s approval of the Project or Applicant’s operation or maintenance of the Project.

INDEMNITY AGREEMENT (Continued)

4. City shall promptly notify Applicant of any action and shall provide reasonable cooperation with Applicant in fulfillment of Applicant's obligations and responsibilities set forth herein.

5. City, at its sole discretion, may elect to participate independently in the defense of any such action and Applicant will continue to be responsible to reimburse City's expenses. In that case, City shall make independent decisions concerning a defense of its actions and shall make good faith efforts of keeping expenses and costs associated with the defense reasonable. City will, nevertheless, cooperate with Applicant and Applicant shall cooperate with City.

6. If the City enters into a settlement agreement, Applicant shall not be required to pay or perform any settlement unless the settlement is approved by Applicant, which approval shall not be unreasonably withheld.

7. Applicant shall, before hiring counsel to defend any action, consult with City concerning the qualifications and experience of any counsel to be retained. The City will have the right to approve the attorney hired. The approval shall not be unreasonably withheld.

8. All notices under this Agreement shall be sent by certified or registered mail addressed as follows:

To Applicant: _____

To City: _____

9. This Agreement represents a full and complete understanding between the parties regarding the matters discussed herein.

IN WITNESS WHEREOF the parties hereto caused this Agreement to be executed on the date set forth below.

Dated: _____

CITY OF MT. SHASTA

Dated: _____

APPLICANT