

Recording requested by and when recorded return to:

Yuba County CDSA
915 8th Street, Suite 123
Marysville, CA 95901

MASTER PLAN INDEMNIFICATION AGREEMENT
(Yuba County APN _____)

This Master Plan Indemnification Agreement (“Agreement”) is made by and between the County of Yuba, including its elective and appointive boards, commissions, officers, employees, agents and independent contractors (“County”), and _____ (“Property Owner”) (collectively, the “Parties”).

WHEREAS, Property Owner owns Yuba County Assessor Parcel Number _____, with a situs address of _____ and a mailing address of _____; and,

WHEREAS, as a result of the Cascade Fire, which occurred in October of 2017, the Property Owner had a legally-permitted single family dwelling destroyed by the fire on the subject property; and,

WHEREAS, in order to build a replacement single family dwelling on the subject property the Property Owner is required, pursuant to Chapter 10.05 of the Yuba County Ordinance Code, to remit plans to the County, which include at a minimum the required information identified in Chapter 10.05; and,

WHEREAS, the County has currently approved, pursuant to Chapter 10.05, single family building plans on file, commonly referred to as Master Plans, which were submitted by private single family home builders with the intent of the single family home builder to be able to build the same Master Plan on multiple properties within the County; and,

WHEREAS, the County has reached out to the owners of the currently approved Master Plans (“Plan Owners”) to see if there was an interest to share their Master Plans with owners of property that have lost a single family dwelling as a result of the Cascade Fire; and,

WHEREAS, the Plan Owner includes the owner of the Master Plan as well as all parties involved in the production of the Master Plan, including but not limited to the architects, engineers, or other design professionals.

WHEREAS, in the spirit of helping those who have suffered a loss as the result of the Cascade Fire, Plan Owners have graciously offered to share free of charge their Master Plans; and,

WHEREAS, as part of sharing the Master Plans it needs to be clear to those property owners wanting to utilize the Master Plan that they are taking full responsibility for use of the plans, and are utilizing the Master Plans at their own risk, and will indemnify, defend, and hold harmless the County and anyone involved in the shared Master Plans; and,

WHEREAS, the Parties now desire to memorialize their mutual understanding and agreement in writing pursuant to this Agreement.

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NOW, THEREFORE, the Parties agree as follows:

1. The Property Owner has requested the use of the Master Plan _____ graciously being shared by _____ for the sole purpose of replacing the single family dwelling that was destroyed by the Cascade Fire on the subject property.
2. The Property Owner acknowledges that use of the Master Plan _____ is only for this single instance and Property Owner further acknowledges that they are assuming all risks associated with its use including any needed modifications in order to ensure the Master Plan meets the requirements of Chapter 10.05 for the subject property.
3. The Property Owner acknowledges that the Master Plan was developed by the Plan Owner and constitutes the Plan Owner’s proprietary information. The Property Owner will not share this Master Plan with any other person or entity besides those necessary to assist the Property Owner in his or her efforts to rebuild.
4. The Property Owner will defend the Plan Owner, or the County, or both, from every claim or demand for economic loss or damages, or equitable remedies (“Claim”) made against the Plan Owner, or the County, or both, from any third party’s Claim alleging that such loss, damage, or otherwise arises from or is related to the Property Owner’s use of the Master Plan. The Plan Owner and the County may choose to exercise their independent discretion to select the counsel of their choice and to participate in the direction and legal decisions related to the Property Owner’s defense of the Plan Owner or the County.
5. The Property Owner will indemnify the Plan Owner and the County from every liability, loss, damage, expense, attorneys’ fees and costs, of any nature whatsoever, which may be incurred by the Plan Owner, or the County, or both, by reason of Property Owner’s use of the Master Plan.
6. The Property Owner will hold the Plan Owner and the County harmless in any proceeding against the Property Owner by any third party for any Claim arising from the Property Owner’s use of the Master Plan.

Dated: _____

By _____
Property Owner,

Dated: _____

By _____
Kevin Mallen, Yuba County Community Development

(All purpose notary acknowledgements attached)