



City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

COMMUNITY & ECONOMIC
DEVELOPMENT

MAIN 209.831.6400
FAX 209.830.6439
www.cityoftracy.org

Development Application

Project Address and/or Location (please be specific)

Assessor's Parcel Number(s)

PROPERTY OWNER INFORMATION

Property Owner(s)

Address

City, State

Zip Code

E-mail Address

Phone Number

Applicant (*if different than above*)

Address

City, State

Zip Code

E-mail Address

Phone Number

PROJECT INFORMATION

Project Type (*select all that apply*)

Annexation/Pre-Zoning	General Plan Amendment	Tentative Subdivision Map/Subdivision Map
Conditional Use Permit	Lot Line Adjustment/Lot Merger	Rezone
Development Review Permit	Specific Plan Amendment	Zoning Text Amendment
Extension	Tentative Parcel Map/Parcel Map	
Other (<i>please be specific</i>) 		

Please explain the existing use of the property.

Please provide a brief description of the project.

PROPERTY OWNER STATEMENT

I hereby authorize _____ and any authorized representative thereof, to act as my agent in all matters related to the subject application(s) and recognize that the City of Tracy will rely in good faith upon my assurances and commitments made by the above referenced agent in the course of reviewing requests for entitlements submitted on my behalf.

Property Owner Name(s)	Property Owner Signature(s)	Date
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____

APPLICANT'S STATEMENT

I, _____, hereby certify that to the best of my knowledge the foregoing application contains information, which is accurate and truthful and that my failure to supply such information as requested may jeopardize the validity of any entitlements granted or may result in the inability of the City of Tracy to complete review request herein.

INDEMNIFICATION AND DEFENSE

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, claim, demand, lawsuit, action, proceeding, damage, liability, expense, judgment, attorney fees, litigation expenses, expert witness fees, court costs or any other costs arising out of or in any way related to this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend (with counsel reasonably approved by the City), indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner further agree that the City may participate or direct the defense of any claim. The City's actions in defense of any claim shall not relieve the applicant or property owner of any obligation to

indemnify, defend, and hold harmless the City. In the event of a disagreement between the City and the applicant or property owner regarding the defense of any claim, the City shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted. If the City reasonably determines that having common counsel presents such counsel with a conflict of interest, or if the applicant or property owner fail to promptly assume the defense of any claim or to promptly employ counsel reasonably satisfactory to the City, then the City may utilize the Office of the City Attorney or employ separate outside counsel to represent and defend the City, and the applicant or property owner shall pay the reasonable attorney's fees and costs of such counsel. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

Applicant Signature:

Date:

DESIGNER'S STATEMENT

I hereby authorize the City of Tracy to use any and all project plans submitted as part of this application, including, but not limited to, site plans, landscape plans, grading plans, utility plans, and building elevations for the purpose of publication of agenda packet materials on the City's website for any public hearings to consider approval of the project (i.e., Director hearings, Planning Commission meetings, and City Council meetings), as well as displaying the project plans during public hearings via presentation slides and televised meetings.

Architect Signature:

Date:

Designer Signature:

Date:

Engineer Signature:

Date:

Landscape Architect Signature:

Date:
