

EXHIBIT "B"

**RECORDING REQUESTED, AND
WHEN RECORDED RETURN TO:**

County of Marin, Department of Public Works
3501 Civic Center Drive Room #304
San Rafael, CA 94903

SPACE ABOVE THIS LINE FOR RECORDERS USE

INDEMNITY AGREEMENT

WHEREAS, _____ (hereinafter "Property Owner(s)"), owners of realproperty located at _____ County of Marin, State of California, also known as Assessor's Parcel Number(s) _____ will receive a direct benefit to said property from/for _____, a work of improvement (hereafter "Improvement") paid for in part by the County of Marin ("County"), and;

WHEREAS, Property Owner(s) have retained, on their own behalf, a licensed contractor to perform said work of Improvement; and

WHEREAS, Property Owner(s) shall construct said Improvement, as shown on that contractual agreement between Property Owner(s) and their Contractor, submitted to County and attached and incorporated herein as Exhibit A; and

WHEREAS, County approved a financial contribution toward the Improvement, conditioned upon the execution by Property Owner(s) of an Indemnity Agreement indemnifying and holding County, its employees and agents harmless for any act or omission in connection with the construction, maintenance, financing and/or use of said Improvement;

NOW, THEREFORE, in consideration for the benefit conferred upon Property Owner(s) real property by County's contribution toward the Improvement, it is hereby agreed by and between County and Property Owner(s) that:

1. Property Owner(s) shall indemnify, defend with counsel approved by County, and hold harmless County, its officers, officials, employees and volunteers from and against all liability,

loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the construction, maintenance, financing, and/or use of the Improvement. Should conflict of interest principles preclude a single lawyer from representing both County and Property Owner(s), or should County otherwise find Property Owner'(s) legal counsel unacceptable, then Property Owner(s) shall reimburse County its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Property Owner(s) shall promptly pay any final judgment rendered against County (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California; and

2. This Agreement and the covenants of Property Owner(s) set forth herein shall run with the land, and the burdens thereof shall be binding upon each and every part of the property and upon Property Owner(s), its successors and assigns in ownership (or any interest therein), and said covenants shall inure to the benefit of and be enforceable by County, its successors and assigns in ownership of each and every part of the street and storm drains; and

3. The County will record this Agreement in the Office of the Recorder, Marin County, California, after execution and shall extend from the date of execution of this Agreement until such time as the Improvement is removed; and

4. Should any dispute arise over the terms and conditions of this Agreement, the prevailing party in any arbitration or litigation shall be entitled to reasonable attorneys' fees and costs (including the cost of the arbitrator) as determined by the arbitrator or judge.

5. This Agreement shall not be modified except by written consent of both parties. Such modifications shall be recorded.

6. The provisions of this Agreement shall be severable and if of any one of the provisions of this Agreement is adjusted invalid by a court of competent jurisdiction it shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto affix their signature this _____ day
of _____, 20__.

Reviewed and Approval by:

Public Works Director

County Counsel signature required only if template has been edited:

Reviewed and approved to form by:

County Counsel

Property Owners:

Signature

Printed Name

Signature

Printed Name

Attachments: