



**COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY**

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617
(530) 265-1222 ~ FAX (530) 478-5799 <http://mynevadacounty.com>

Sean Powers, Agency Director

Agricultural Commissioner

Building

Code Compliance

Environmental Health

Farm Advisor

Planning

Public Works

**TEMPORARY LOCAL AUTHORIZATION MEDICAL COMMERCIAL CANNABIS
PERMIT APPLICATION**

Please keep in mind that this application is required to be submitted with the Indemnification Agreement.

Permit applications expire on December 31, 2018.

SITE INFORMATION & LOCATION

Site Address: _____ **APN:** - -

PROPERTY & PROJECT INFORMATION

| | |
|---|--|
| <p>Property Zoning: <input type="checkbox"/> AG <input type="checkbox"/> AE <input type="checkbox"/> FR</p> <p>Parcel Acreage: _____</p> | <p>Sq.Ft of Future Cultivation Area: _____</p> <p>Future Cultivation Type: _____</p> <p><input type="checkbox"/> Indoor Cultivation <input type="checkbox"/> Outdoor Cultivation <input type="checkbox"/> Mixed-Light Cultivation</p> |
|---|--|

Cultivation area is a minimum of 1,000ft from any school, church, park, child or day care center, or youth-oriented facility: Yes
 No

Complete Description of Future Cultivation/Activities: _____

| PROPERTY OWNER | | APPLICANT/AGENT | |
|---|------------|---|------------|
| Name: | | Name: | |
| Address: | | Address: | |
| City/State/Zip | | City/State/Zip | |
| Phone: () | Fax: () | Phone: () | Fax: () |
| E-mail: | | E-mail: | |
| Resident at Cannabis Cultivation Location: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Resident at Cannabis Cultivation Location: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| PROPERTY RESIDENTS | | ADDITIONAL PROPERTY RESIDENTS | |
| Name: | | Name: | |
| Address: | | Address: | |
| City/State/Zip | | City/State/Zip | |
| Phone: () | Phone: () | Fax: () | Phone: () |
| E-mail: | | E-mail: | |
| Resident at Cannabis Cultivation Location: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Resident at Cannabis Cultivation Location: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

REVIEW AND INITIAL ALL OF THE FOLLOWING

Initial:

- _____ I certify that the project parcel is in full compliance with all regulations shown in the County's Draft Commercial Medical Cannabis Ordinance.
- _____ I certify that the proposed project parcel has previously had cannabis cultivation completed onsite and there are not any new environmental impacts that will occur as a result of a temporary local authorization.
- _____ I certify that I have a legally permitted residence on the parcel or legally permitted residence on a parcel adjacent to the cultivation site under common ownership with a permitted water source.
Legally permitted residence is on (check one):
 Parcel with Cultivation
 Parcel Adjacent to Cultivation Site under Common Ownership
- _____ I certify that no cultivation or growing will occur under the temporary local authorization until Nevada County's Environmental Impact Report is complete, an ordinance has been adopted, applicable permits have been obtained, and County staff can inspect the property for compliance.
- _____ I recognize that all temporary local authorizations expire on December 31, 2018 or concurrently with the applicant's State temporary license, whichever occurs later.
- _____ I recognize that temporary local authorization does not give any guarantees or promises that the holder of such local authorization will have the ability to cultivate in the future, obtain an annual state licensee or annual local permit.
- _____ I recognize that that temporary local authorization may be revoked at any time at the discretion of the Community Development Agency Director.

APPLICANT'S DECLARATION

By my signature below, I certify that I am the property owner or authorized to act on the property owner's behalf. I have read this permit application and the information I have provided is true and correct. I agree to comply with all applicable County ordinances and State laws. I authorize representatives from the County to enter upon the above-identified property for inspection purposes.

Signature: _____ Print: _____ Date: _____

| NEVADA COUNTY STAFF USE ONLY | |
|-------------------------------------|------|
| | |
| Signature of Reviewer | Date |

**TEMPORARY LOCAL AUTHORIZATION
INDEMNIFICATION AGREEMENT
BY AND BETWEEN NEVADA COUNTY AND**

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is entered into this ____ day of____, 20__ by and between the County of Nevada (“County”) and _____ (“Applicant”).

RECITALS

WHEREAS, the Applicant has a legal and/or equitable interest in the certain real property located at Assessor Parcel Number(s):

 (“Property”); and

WHEREAS, the Applicant has submitted an application to the State for an entitlement for the commercial cultivation of medical marijuana on the Property pursuant to the California Medical Marijuana Regulation and Safety Act, hereafter referred to as the “Project.”

TERMS

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Nothing in this Agreement shall be construed to limit, direct, impede or influence the County’s review and consideration of the Project.
2. Applicant shall defend, indemnify, save, and hold harmless the County of Nevada, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, action, proceedings or liability of any nature whatsoever (including, but not limited to: any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA”) by County’s advisory agencies, board or commissions, appeals boards, or commissions, Planning Commission, or Board of Supervisors; and attorney’s fees and cost awards) arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both.

3. The obligations of the Owner and Applicant under the Indemnification shall apply regardless of whether any permits or entitlements are issued.
4. The County will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to the Indemnification and will cooperate fully in the defense. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action or proceeding in good faith.
5. The County Counsel shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim,

action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited to, staff time, court cost, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.

6. For any breach of this obligation the County may rescind its approval of the Project.
7. The applicant shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant, which approval shall not be unreasonably withheld. The County must approve any settlement affecting the rights and obligations of the County.
8. The parties agree that this Agreement shall constitute a separate agreement from and Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
10. In any legal action or other proceeding brought by either party to enforce or interpret the Agreement, the appropriate venue is the Nevada County Superior Court.
11. The applicant shall pay all court ordered costs and attorney fees.
12. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals on any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, but its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Dated: _____

Applicant(s):

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature