

AGREEMENT

1. **INDEMNIFICATION.** Developer agrees, to the extent permitted by law, to hold COUNTY, its officers, employees, and designated agents and volunteers, harmless, and to indemnify and defend County, its officers, employees and designated agents and volunteers, against the payment of any and all costs and expenses (including attorneys' fees and court costs), resulting from any third party claims, causes of action, lawsuits, and liability, arising out of any approval or decision on the Project, excepting only claims of misconduct or misfeasance by any County officer or employee.

2. **DEFENSE AND COOPERATION.** Developer agrees to take responsibility for providing a legal defense of the litigation by counsel to Developer and such counsel shall bear the burden of such defense on behalf of both County and Developer. County agrees that Developer shall be primarily responsible for all of the defense, including preparation of the administrative record, unless the plaintiffs obtain the right to do so, and County shall not incur unnecessary additional costs for such defense. Developer agrees that its responsibility to provide a defense includes the responsibility to provide separate counsel in the event of an actual or potential conflict between the interests of the Developer and the County. County shall be entitled and expected to have county counsel attend all mandatory settlement conferences and County may have county counsel attend any other settlement conferences where deemed appropriate provided that it shall generally not be deemed necessary until and unless there are potential commitments requested of County in order to achieve settlement. County agrees to execute pleadings and briefs which it finds reasonably acceptable on behalf of County at Developer's request, it being generally understood that Developer's counsel will prepare drafts of all such pleadings and briefs on County's behalf and for County's review before execution. County intends to minimize its participation in the litigation by reason of constrained staff resources and Developer shall make appropriate arrangements in that context. Developer and County agree that any settlement of such litigation shall require their mutual agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above-written.

COUNTY OF MADERA

[Signature]
Chairman, Board of Supervisors

3/17/2009



ATTEST:

[Signature]
Clerk, Board of Supervisors

Approved as to Form:
RISK MANAGEMENT

By: *[Signature]*

Approved as to Legal Form:
COUNTY COUNSEL

By: *[Signature]*

ACCOUNT NUMBER(S)

