

## Owner Authorization Affidavit Development Applications

This affidavit certifies that the party listed below as the "Applicant," has been granted authorization by and from the property owner(s) to obtain a permit(s) or entitlement(s) on behalf of the property owner(s). This form must be filled out completely by the joint, sole, officer of, or authorized representative of the owner(s) if another party is submitting an application on the owner's behalf. This form must be submitted at the time of application submission to Story County Planning and Development.

I, \_\_\_\_\_, am the owner; or joint, sole, officer of, or authorized representative of the owner; of  
(Print Name(s))

the property listed below, and I certify that I have granted/authorized, \_\_\_\_\_ representing  
(Print Applicant's Name)

\_\_\_\_\_ as my duly authorized agent and give permission to Applicant to obtain the permits or  
(Print Company's Name)

entitlements necessary for the approval, construction (or installation) at the following address(es):

\_\_\_\_\_ for the planning, construction or

installation of: \_\_\_\_\_

I authorize the applicant to file this application and to represent me on all matters concerning the associated application.

I hereby permit County officials to enter upon the property for the purpose of site visit, and, if necessary, to post a public notice sign on the property.

As a condition of this application and to the fullest extent of the law, applicant hereby agrees to and shall defend, indemnify, release and hold harmless Story County, its officers, officials, employees, agents, commissions, boards, and committees (collectively, "Indemnitees") from any claim, action, lawsuit, or proceeding brought against any of the Indemnitees arising from or related to, directly, indirectly or remotely, this application or the issuance of the permit, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of the Story County Code of Ordinances or the terms and conditions of such permit. This duty of indemnification and defense shall include, and is not limited to, damages, costs, expenses, award of damages, attorney fees, or expert witness fees that may be asserted against Indemnitees by any person or entity, including the applicant, arising out of or in conjunction with this application. The applicant shall indemnify the County for all of its costs, attorney's fees, and damages which County incurs in enforcing the indemnification provisions set forth herein. Applicant hereby represents and warrants that it either 1) is the owner of the property subject to this application, or 2) has lawful authority to bind itself and the property owner(s) to the foregoing indemnification.

Signatures: By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_