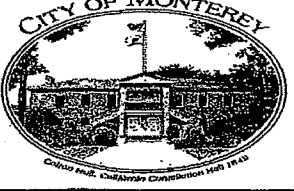


Please type or print legibly with a black pen.

	<p align="center">CITY OF MONTEREY PLANNING DIVISION PROJECT APPLICATION</p>	<p align="center">City of Monterey Planning Division City Hall Monterey, CA 93940 (831) 646-3885 Fax: (831) 646-3408 http://www.monterey.org/commdevelop/planning/</p>
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Project Address: 2 UPPER RAGSDALE DRIVE
 Project Name: RYAN RANCH MOB2 Assessors Parcel Number _____

Applicant's Name: MIKE BELLINGER
 (name of person to receive all correspondence)
 Applicant's Business Name (if applicable): BELLINGER FOSTER STEINMETZ
 Applicant's Mailing Address: 425 Pacific Street Suite 201 Phone: (831) 646-1383
 City: Monterey State: CA Zip: 93940

Property Owner's Name: COMMUNITY HOSPITAL PROPERTIES
 Property Owner's Business Name (if applicable): _____ Phone: (831) 658 3650
 Property Owner's Mailing Address: P.O. BOX 111
 City: MONTEREY State: CA Zip: 93940

Project Description: (Use additional sheets as necessary.)
CONSTRUCT PHASE 2 MEDICAL OFFICE BUILDING
 *** Note: Applicant must submit a letter of justification for Parking Adjustment, Variance, or Extension requests. ***

11/14/08 Date
11/14/08 Date
MIKE BELLINGER Signature of Applicant
K. Challis Signature of Property Owner

BELOW TO BE COMPLETED BY STAFF ONLY

PERMITS REQUIRED			
<input type="checkbox"/> Appeal	<input type="checkbox"/> Gen Plan	<input type="checkbox"/> Variance	Permit Number: <u>P-08-3413</u>
<input type="checkbox"/> ARC Commercial	<input type="checkbox"/> Home Occ	<input type="checkbox"/> Wharf	
<input type="checkbox"/> ARC Residential	<input type="checkbox"/> HPC	<input type="checkbox"/> Zoning	Fee Due: <u>\$375.00</u>
<input type="checkbox"/> ARC Signs	<input type="checkbox"/> Lot Line	<input checked="" type="checkbox"/> Staff Initials Date Received: <u>2008 NOV 14 PM 5:05</u>	
<input type="checkbox"/> ARC Façade Grant	<input checked="" type="checkbox"/> Other <u>Re-open use</u>		
<input type="checkbox"/> Demo	<input type="checkbox"/> Subdivision		
<input type="checkbox"/> EIR-PW	<input type="checkbox"/> Use		

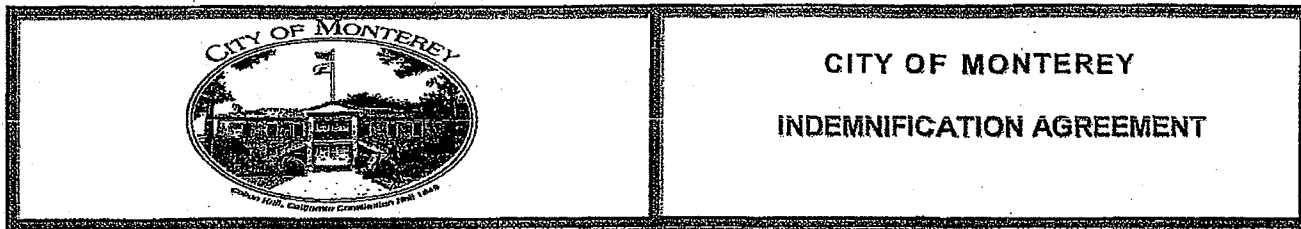
SUBMITTED DOCUMENT							
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Floor Plan	<input checked="" type="checkbox"/> Elevation	<input checked="" type="checkbox"/> Roof Plan	<input type="checkbox"/> Sections	<input checked="" type="checkbox"/> Plan Reductions 8.5x11	<input type="checkbox"/> Other
<input type="checkbox"/> Details	<input type="checkbox"/> Colors	<input type="checkbox"/> Exterior Lights	<input type="checkbox"/> Photo	<input checked="" type="checkbox"/> Letter		<input checked="" type="checkbox"/> Plan Reductions 11x17	
<input type="checkbox"/> ARC Neighborhood Compatibility Worksheet			<input checked="" type="checkbox"/> Survey Map			<input type="checkbox"/> Number of Full Sets	

CEQA DETERMINATION: EXEMPT (Y/N): _____ ART. / SEC.: _____
 Initial Study Negative Declaration Mitigated Negative Declaration Environmental Impact Report

COMMENTS: _____

REVIEWING BOARD: PC ARC HPC ZA Admin. Review Other _____

Please type or print legibly with a ballpoint pen.



On 11.14.08 (date) an application was submitted to the Community Development Department, on behalf of BELLINGER FOSTER STEINMETZ (the "Applicant"). The project, which is the subject of the application, is described as RYAN RANCH MOB 2 (the "Project") and is located at the following address 2 UPPER RAGSDALE DRIVE

1. The Applicant agrees, as part of the application, to defend, indemnify, and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City or its agents, officers, attorneys or employees to attack, set aside, void, or annul:
 - a. Any approval of the above described application by City; and/or
 - b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.

The indemnification is intended to include but not be limited to damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Applicant agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. The Applicant agrees to defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.
4. In the event that the Applicant is required to defend the City in connection with such proceeding the City shall retain the right to approve:
 - a. The counsel to so defend the City;
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.

5. The defense and indemnification of city set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

Mik Bellinger
Signature

11.14.08
Date

2008 NOV 14 PM 5:05