

SUPPLEMENTAL REQUIREMENTS FOR ACCESSORY STRUCTURES

Special Use Permit. A Special Use Permit is required for construction of an accessory building which exceeds the maximum allowed square footage, six hundred fifty (650) square feet for detached garages and two hundred (200) square feet for all other structures or if the cumulative square footage of all accessory buildings and structures exceeds six hundred fifty (650) square feet on property in all residential zoning districts pursuant to Part 7 of Chapter 20.100 of this Title.

ACCESSORY BUILDING REGULATIONS

The criteria and standards for an accessory building are set forth in Section 20.30.500.

1. **Rear Yard Coverage.** Accessory building(s) shall not exceed 30 percent of the rear yard area.
2. **Setbacks.** An accessory building shall be setback 60 feet from the front property line. No rear or side setbacks are required except as mandated by the Uniform Building Code requirements. The side corner setback is 25 feet.
3. **Height.** The height limitation for an accessory building is 12 feet. If the structure has a gable or hip roof, the maximum height may be 16 feet.
4. **Separation.** An accessory building shall not be less than 6 feet from the face of any other building.

The following items are required as part of the Special Use Permit for accessory structures exceeding the maximum allowed square footage:

1. **Photographs.** A minimum of three (3) photographs must be provided identifying the existing site. Polaroids are acceptable.
2. **Development Plan Set.** Five (5) development plan sets are required to be submitted with the application. The development plan sets shall set forth, show, and delineate by the following:

- The size (in square feet) and dimensions of the subject property; lot lines, driveways, and existing and proposed setbacks.
 - The size and dimensions of the proposed accessory building(s) (provide total square footage and floor plan of all existing and proposed accessory building(s)).
 - All existing and proposed buildings, structures and wells and their proposed uses; including the proposed removal of any building.
 - Dimensioned elevations of the proposed accessory building(s).
 - Identify wall and trim materials, type of roof, and colors and textures (Note: the accessory building and residential dwelling should match in color, materials and architecture).
 - All existing and proposed public and private easements for utility, drainage, sewer, parking, access, and other purposes.
 - Identify site parking and parking changes resulting from the proposed accessory building.
 - Provide details for fences, walls, trash enclosures, roof equipment, screening and lighting.
 - Use of all adjacent properties, including locations of any buildings within 50 feet of the subject property lines.
 - Identify driveway cuts and street names adjacent to the subject property.
 - Any other information required by the Director to clarify the proposed accessory building(s).
3. **Environmental Review.** A completed application is required for the appropriate environmental review.

PLEASE CALL THE APPOINTMENT DESK AT (408) 535-3555 FOR AN APPLICATION APPOINTMENT.

INDEMNIFICATION AGREEMENT
FOR DEVELOPMENT APPLICATIONS

Applicant submitted an application to the City of San José Planning Division on _____, 200____ for the following development approval(s): _____

(the "Project"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of San José ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above described application(s) by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.

Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - 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.

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

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

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

APPLICANT:

By: _____
(Signature)

Date: _____

(Print)

Its: _____
(Title, if any)