

INSTRUCTIONS FOR FILING A TENTATIVE MAP EXTENSION

NOTE: This extension should be filed at least 30 days prior to the expiration of the approved tentative map. (See the Processing Section below)

INSTRUCTIONS

Please complete the attached application and return it, in person, to the Planning Divisions of the Department of Planning, Building and Code Enforcement, along with:

1. Fully completed Tentative Map Extension application signed and notarized by the property owner and Civil Engineer or Licensed Land Surveyor.
2. Fifteen (15) copies of the approved Tentative Map to be extended.
3. **Noticing the Neighborhood.** Refer to the Public Outreach Policy for a full description of the City's public notification procedures. Public Hearing notices will be mailed for development proposals at least 10 calendar days before the date set for hearing for a project. Notices will be sent to all property owners and residents within 300 feet for Very Small projects, 500 feet for Standard Development Proposals and a minimum of 1,000 feet for large or controversial projects as detailed in the Public Outreach Policy.
4. **Environmental Clearance.** Provide the file number and type of previous environmental document covering the site applicable to this extension request (e.g., Negative Declaration or Environmental Impact Report issued for the rezoning of the site [PDC xx-yy-zzz] or for the Tentative Map which is being extended.

6. **Fees.** An application fee (see Fee Schedule). Checks payable to the City of San Jose. No Environmental application fee required for an extension.

PROCESSING SCHEDULE

Once a Tentative Map has expired, it cannot be extended. A request for Tentative Map Extension typically takes **six to eight weeks** to process. Additional information may be requested. Please take this timing into account.

If your request to extend a Tentative Map is based on a previously approved Planned Development (PD) Permit, then the PD permit **must still be in effect** at the time the Tentative Map Extension request is applied for. If the PD permit has expired, it will be necessary to apply for a new PD permit and a new Tentative Map (in that order).

A Tentative Map Extension is usually granted for a period of two (2) years from the Tentative Map expiration date. Two sequential extensions are allowed up to a total of three (3) years.

The proposed extension will be reviewed and notices mailed to the surrounding property owners.

A public hearing will be held before the Director of Planning. A decision will be made after that hearing. The Director's decision may be appealed by the subdivider or any of the affected neighbors to the City Council within 15 days.

**PLEASE CALL THE APPOINTMENT DESK AT (408) 535-3555 FOR AN APPLICATION APPOINTMENT.
THIS APPLICATION APPOINTMENT IS LOCATED ON THE 3RD FLOOR OF CITY HALL.**

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)

TENTATIVE MAP EXTENSION APPLICATION

SIGNATURE PAGE (PLEASE PRINT OR TYPE)			
NAME OF PROPERTY OWNER		DAYTIME TELEPHONE # ()	
ADDRESS		CITY	STATE ZIP CODE
SIGNATURE (To Be Notarized) X		DATE	
NAME OF PROPERTY OWNER		DAYTIME TELEPHONE # ()	
ADDRESS		CITY	STATE ZIP CODE
SIGNATURE (To Be Notarized) X		DATE	
NAME OF PROPERTY OWNER		DAYTIME TELEPHONE # ()	
ADDRESS		CITY	STATE ZIP CODE
SIGNATURE (To Be Notarized) X		DATE	
NAME OF CIVIL ENGINEER OR LICENSED LAND SURVEYOR		LICENSE #	
NAME OF FIRM, IF APPLICABLE		DAYTIME TELEPHONE # ()	
ADDRESS		CITY	STATE ZIP CODE
SIGNATURE X		DATE	
NAME OF SUBDIVIDER (if different from Civil Engineer or Licensed Land Surveyor)		DAYTIME TELEPHONE # ()	
ADDRESS		CITY	STATE ZIP CODE
SIGNATURE X		DATE	
NAME OF CONTACT PERSON			
ADDRESS		CITY	STATE ZIP CODE
DAYTIME TELEPHONE # ()	FAX TELEPHONE # ()	E-MAIL ADDRESS	
If there are additional signature required, please attach a separate sheet to provide the above information.			

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