

**INSTRUCTIONS FOR FILING A
ZONING PROTEST**

Protests to proposed rezonings are regulated by Section 20.120.400 of the San Jose Municipal Code. Each protest petition shall:

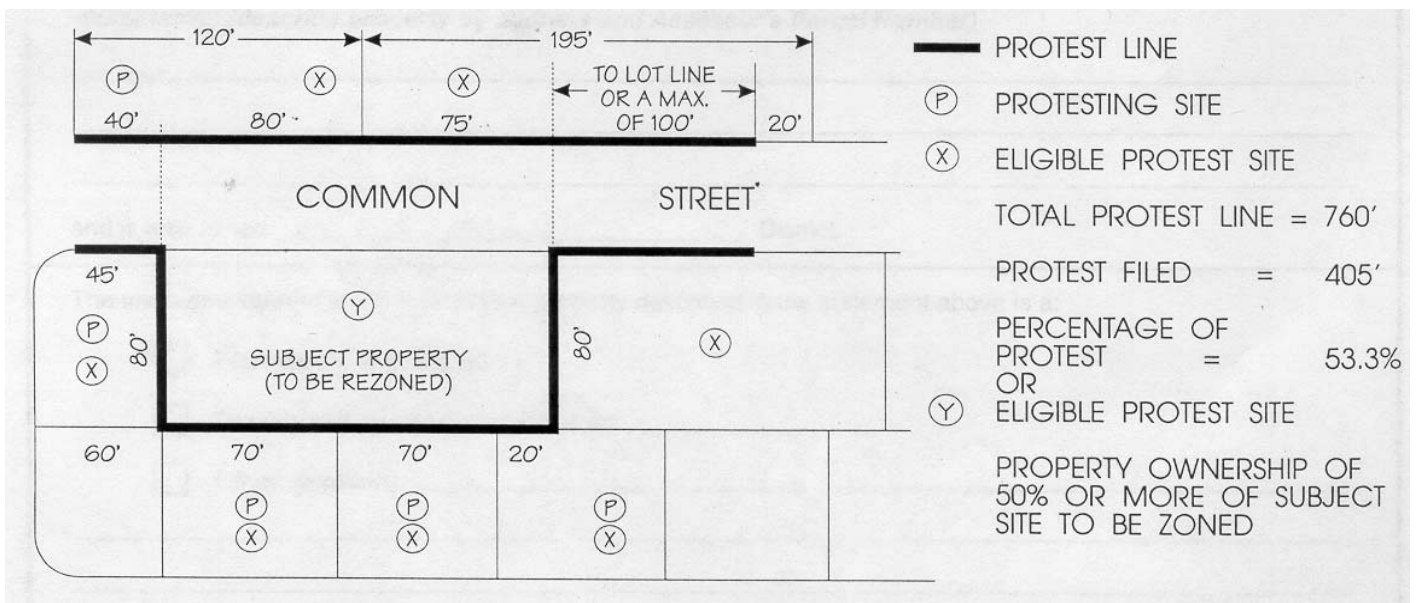
- a. Be submitted on a form furnished by the Director of Planning for that purpose. (A separate protest petition shall be filed for each protesting site.)
- b. Set forth all information requested.
- c. Have the signature(s) acknowledged before a Notary Public.
- d. Must be filed by Appointment on the third (3rd) floor at 200 E. Santa Clara Street, San Jose, CA 95113, no later than the 5th day before the opening of the City Council hearing (e.g., for a Tuesday hearing, by 5:00 p.m. the previous Thursday).

The Director of Planning in making his investigation of the protest, shall not be limited to the information contained in the protest petition, but may request additional information from the protestant. Failure of the protestant to provide the additional information within the time prescribed by the Director of Planning, or inability of the Director to make a determination regarding the protest petition, despite the additional information, shall void the protest and it shall not be considered.

Please Note: Eight (8) votes from the City Council would be required to overrule the protest.

Any questions regarding zoning protest procedures can be directed to the Department of Planning, Building and Code Enforcement at the above address, (408) 535-3555.

EXAMPLE



**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)

ZONING PROTEST APPLICATION

TO BE COMPLETED BY PLANNING STAFF			
FILE NUMBER		COUNCIL DISTRICT	
QUAD #	ZONING	GENERAL PLAN	
REZONING FILE NUMBER			DATE _____
			BY _____

TO BE COMPLETED BY APPLICANT (PLEASE PRINT OR TYPE)
--

ADDRESS OF PROPERTY BEING PROTESTED _____

ASSESSOR'S PARCEL NUMBER(S) _____

REASON OF PROTEST

I protest the proposed rezoning because _____

Use separate sheet if necessary

The property in which I own an undivided interest of at least 51%, and on behalf of which this protest is being filed, is situated at: **(describe property by address and Assessor's Parcel Number)**

and is now zoned _____ District.

The undivided interest which I own in the property described in the statement above is a:

Fee Interest (ownership)

Leasehold interest which expires on _____

Other: **(explain)** _____

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ZONING PROTEST APPLICATION

SIGNATURE(S) OF PROTESTANT(S)			
This form must be signed by ONE or more owners of an undivided interest of at least 51% in the lot or parcel for which such protest is filed, such interest being not merely an easement. A tenant under a lease which has a remaining term of ten years or longer shall be deemed an "owner" for purposes of this protest. When the owner of an eligible protest site is a legal entity other than a person or persons, the protest petition shall be signed by the duly authorized officer(s) of such legal entity. When such legal entity is a homeowner's association, the protest petition shall be signed by the duly authorized officer(s) of such association, or, in lieu thereof, by 51% of the members of the association.			
PRINT NAME	DAYTIME TELEPHONE #		
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE (Notarized)			DATE
PRINT NAME	DAYTIME TELEPHONE #		
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE (Notarized)			DATE
PRINT NAME	DAYTIME TELEPHONE #		
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE (Notarized)			DATE
PRINT NAME	DAYTIME TELEPHONE #		
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SIGNATURE (Notarized)			DATE
Use separate sheet if necessary			

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