



COUNTY OF SAN BENITO  
**RESOURCE MANAGEMENT AGENCY**  
PLANNING AND BUILDING INSPECTION SERVICES

2301 Technology Parkway  
Hollister, CA 95023-2513

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**PROJECT APPLICATION**

**This application is for (check all that apply)  
If request is not listed, please describe here:**

<b>Accessory Dwelling Unit</b>	<b>Appeal: Staff Decision</b>
<b>Appeal: Planning Commission</b>	<b>Building Site Review</b>
<b>Certificate of Compliance</b>	<b>C-District Review</b>
<b>Design Review</b>	<b>General Plan Amendment</b>
<b>Grading</b>	<b>Hillside Design Review</b>
<b>Lot Line Adjustment</b>	<b>M-District review</b>
<b>Major Subdivision</b>	<b>Minor Subdivision (No sewer/water)</b>
<b>Minor Subdivision (Sewer/Water)</b>	<b>Non-Conforming Review</b>
<b>Preliminary Review Letter</b>	<b>Rural Home Enterprise</b>
<b>Senior Dwelling Unit</b>	<b>Temporary Use Permit</b>
<b>Special Plan Review</b>	<b>Specific Plan</b>
<b>Use Permit</b>	<b>Use Permit Amendment</b>
<b>Use Permit Renewal</b>	<b>Sign Permit</b>
<b>Variance</b>	<b>Zone Change</b>

1. **Owner(s) Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. **Applicant's/ Agent's Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

3. **Property Address and Nearest Cross Street:**

\_\_\_\_\_

4. **Assessor's Parcel Number:** \_\_\_\_\_

5. **Current Zoning:** \_\_\_\_\_ **General Plan Designation:** \_\_\_\_\_

6. **Property area (acres or square feet)** \_\_\_\_\_

**7. Describe the proposed project:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. REZONING OR AMENDMENT ONLY:** The applicant wishes to amend Section \_\_\_\_\_ of the San Benito County Code, from a \_\_\_\_\_ Zoning District to a \_\_\_\_\_ Zoning District or some other classification.

**9. GENERAL PLAN AMENDMENT ONLY: Describe the proposed amendment**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. SUBDIVISION INFORMATION ONLY:**

Existing Number of Lots \_\_\_\_\_ Proposed Number of Lots \_\_\_\_\_  
Existing Lot Size(s) \_\_\_\_\_ Proposed Lot Sizes \_\_\_\_\_

**11. LOT LINE ADJUSTMENT INFORMATION ONLY:**

**What is the purpose of the adjustment:**

\_\_\_\_\_  
\_\_\_\_\_

Number of Parcels included in Adjustment \_\_\_\_\_

Will the adjustment relocate a building area? \_\_\_\_\_

Existing Parcel Sizes: \_\_\_\_\_

Proposed Parcel Sizes: \_\_\_\_\_

Are all parcels under same ownership? \_\_\_\_\_

**12. VARIANCES ONLY: Describe the Variance request**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe any exceptional or extraordinary circumstances applying to the property involved that qualifies the property or project for a Variance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Residential Construction: Check all that Apply**

Single Family Dwelling \_\_\_\_\_ Multi-Family Dwelling \_\_\_\_\_ Addition \_\_\_\_\_ Accessory Dwelling \_\_\_\_\_

Attached \_\_\_\_\_ Detached \_\_\_\_\_

Existing Square footage \_\_\_\_\_

No of covered parking spaces \_\_\_\_\_

Proposed Square Footage \_\_\_\_\_

No. of uncovered parking spaces \_\_\_\_\_

**14. Commercial or Industrial Development:**

No. of employees \_\_\_\_\_  
No. of existing parking spaces \_\_\_\_\_ No. of proposed parking spaces \_\_\_\_\_  
No. of Loading Spaces \_\_\_\_\_ Hours of Operation: \_\_\_\_\_  
Any hazardous materials manufactured or used on site? \_\_\_\_\_  
If yes, what types? \_\_\_\_\_

**15. Will grading or filling be required:** YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, list cubic yards \_\_\_\_\_

**16. Will the project require development on slopes greater than 20%?** YES \_\_\_\_\_ NO \_\_\_\_\_

**17. Will any trees be removed?** YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, list number, size and type \_\_\_\_\_

**18. How will water be supplied:** Wells \_\_\_\_\_ Mutual System \_\_\_\_\_

**19. How will wastewater be removed from the site:** Septic Tank \_\_\_\_\_ Mutual System \_\_\_\_\_

**20. Is the property currently used for Agricultural purposes:** YES \_\_\_\_\_ NO \_\_\_\_\_

**21. Is this land under Williamson Act Contract:** YES \_\_\_\_\_ NO \_\_\_\_\_

**AFFIDAVIT**

I hereby consent to and make application for the above referenced land use action(s) and certify that the information and exhibits submitted herewith are true and correct to the best of my knowledge. I further acknowledge that the burden to justify approval of this request is mine alone, and that neither the County staff nor the County officials are under any obligation to support or approve the requests contained herein.

\_\_\_\_\_  
Owner Signature Date

\_\_\_\_\_  
Applicant/Agent Signature Date

If there are multiple property owners, please attach a consent letter for each owner.

**PLANNING DIVISION USE ONLY**

*Date Submitted:* \_\_\_\_\_ *Expiration of 30-day review Period:* \_\_\_\_\_  
*Date of Environmental Determination:* \_\_\_\_\_ *ND MND EIR EXEMPT CLASS:* \_\_\_\_\_  
*Fault Zone:* \_\_\_\_\_ *Fire Hazard Severity:* \_\_\_\_\_  
*Habitat Conservation Fee Area:* \_\_\_\_\_ *Flood Zone:* \_\_\_\_\_ *Culturally Sensitive:* \_\_\_\_\_  
*HOA Approval Required :* \_\_\_\_\_ *Planner Assigned* \_\_\_\_\_

## REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF SAN BENITO, hereinafter "COUNTY," and \_\_\_\_\_, hereinafter "APPLICANT." For purposes of this Agreement, "PROJECT" shall refer to the APPLICANT's project of \_\_\_\_\_, a request to \_\_\_\_\_ And "COUNTY" shall be defined to include the County's officers, elected officials, employees, agents, and agencies. COUNTY and APPLICANT agrees as follows:

1. Applicant shall defend, indemnify, and hold COUNTY free and harmless from any and all suits, fees, claims, demands, causes of action, proceedings (hereinafter collectively referred to as "Legal Actions"), costs, losses, damages, liabilities and expenses (including, but not limited to, an award of attorneys' fees, expert witness fees, and court costs) incurred by COUNTY arising (directly or indirectly) or resulting from the review, processing, consideration, or from the approval of APPLICANT'S Project or action taken by COUNTY thereon. In the event APPLICANT does not wish to defend any Legal Action, APPLICANT will reimburse COUNTY for any damages, costs, or fees awarded pursuant to any default judgment or other judgment taken against the County as a result of its decision not to defend any Legal Action.
2. This agreement is not subject to termination, except by mutual agreement, after approval of Applicant's project. Further, in the event the agreement is not fully executed prior to approval of Applicant's project, Applicant irrevocably agrees to hold Applicant's offer to enter into this agreement until the agreement is accepted and fully executed by the County Board of Supervisors.
3. In the event of a default of Applicant's obligations under this agreement, the COUNTY, in its sole discretion, may deem APPLICANT's default of APPLICANT'S obligations under this Agreement as abandonment of the PROJECT. COUNTY may rescind any approvals previously granted and may settle any related litigation. APPLICANT shall remain responsible for any costs, attorney's fees (county and/or plaintiffs' if awarded by the Court or as a result of settlement), and/or other expenses incurred by COUNTY related to the litigation or settlement.
4. Nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, or appeal, or to decline settlement or to terminate or forego defense or appeal of a legal action. In no event shall COUNTY be required to continue with a legal challenge, although COUNTY shall have the right to do so, in the event APPLICANT fails to pay any amounts owing to COUNTY pursuant to this Agreement. In no event shall COUNTY have any obligation or liability to APPLICANT in connection with COUNTY'S defense or prosecution of litigation related to the Project (including, but not limited to, the outcome thereof) or in the event COUNTY elects not to prosecute a case or defend litigation brought against it.
5. The obligations specified herein shall be made, and are binding on the successors in interest of the APPLICANT, whether succession is by agreement, by operation of law or by any other means. This Agreement contains the entire agreement of the parties, and any representations, inducements, promises or agreements otherwise between the parties that are not embodied herein or incorporated herein by reference, are invalid and lack any force or effect. Further, no terms or provisions hereof may be changed, waived, discharged, or terminated, unless the same is in a writing executed by the parties hereto. This agreement shall be construed as being mutually drafted by both parties Both parties are represented by counsel or have waived their right to consult with counsel after being informed of their right to do so.

### Execution:

COUNTY

APPLICANT

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

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