



R1 EXCEPTION APPLICATION FORM

Community Development Department
 10300 Torre Avenue
 Cupertino, CA 95014
 (408) 777-3308 / Fax (408) 777-3333

planning@cupertino.org
<http://www.cupertino.org/planning>

PROJECT INFO

PROJECT ADDRESS: _____
 APN(S): _____
 BRIEF PROJECT DESCRIPTION: _____

APPLICANT INFORMATION

APPLICANT NAME _____
 ADDRESS _____
 CITY, STATE, ZIP CODE _____
 EMAIL _____
 PHONE (W) _____ PHONE (M) _____
 PROPERTY OWNER NAME _____
 ADDRESS _____
 CITY, STATE, ZIP CODE _____
 EMAIL _____
 PHONE (W) _____ PHONE (M) _____

SIGNATURES

I certify that the foregoing statements are true and correct to the best of my knowledge. I understand that a misrepresentation of any submitted data may invalidate an approval by the Director of Community Development, Design Review Committee, Planning Commission or City Council of this application. I understand that the application may be withdrawn if my authorized representative or I am not present at the scheduled meeting(s) unless a written request for postponement has been presented to the applicable review body. I have discussed this application with the Public Works staff and I understand the public improvement requirements associated with this proposal. I understand application fees are nonrefundable.

X _____
 Applicant's Signature Print Applicant Name Date

I declare under penalty of perjury that I am the owner of said property or have Power of Attorney (attach copy) from said property owner and that I consent to the above-described application and I authorize City staff to visit the site in order to take photographs, slides and/or videotape that may be shown at a city meeting. I understand application fees are nonrefundable.

X _____
 Applicant's Signature Print Applicant Name Date

STAFF USE

Staff use only: (Do not write in this box)
 APPLICATION ACCEPTED ON _____ ACCEPTED BY _____
 APPLICATION TYPE: _____ FILE NUMBER(S): _____
 FOR AMENDMENTS OR MODIFICATIONS, LIST THE ORIGINAL PERMIT: _____



APPLICATION REQUIREMENTS

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<http://www.cupertino.org/planning>

FEE TYPES: Please see current fee schedule or contact project planner for accurate fee total.

- | | |
|---|--|
| • R1 Exception Fee | Non-refundable fee |
| • Public Noticing* (min.) | Non-refundable fee, Adjacent property owner notice* |
| • Categorical Exemption | Non-refundable fee |
| • Categorical Exemption Filing Fee | Non-refundable fee |
| • Architectural Consultant Deposit | Applicant will pay Consultant invoice amount plus 15% City admin fee per invoice |

* Adjacent neighbors will get notice and copy of plan set

SUBMITTAL REQUIREMENTS: The following items are *required* for a complete application. Please review this checklist with City's Planning Division staff to confirm specific requirements and to determine if other materials are required. Please ensure that all items are submitted.

- Application Form
- Application Fees and Deposits
- Plan Set Requirements (*Please see next checklist*)
- Public Works Confirmation Form and Fees

PLAN SET CHECKLIST

- Vicinity map**
- Project Data**
- Lot or Boundary Survey**

- Site Plan**
 - Scale & north arrow.
 - Lot line dimensions, setbacks (front, rear, sides) and dimensions from the building to property lines.
 - Location of existing and proposed building wall and eave lines (including decks and balconies).
 - *For extension of a non-conforming wall:* Location of existing and proposed building wall lines of buildings on adjoining properties.
 - Existing/proposed finished floor elevation of subject property and adjoining lot buildings.
 - Accurate location, size, species type and spread of existing trees on property and in public right-of-way. Mark the ones that are proposed for removal.

- Floor Plans**
 - Fully dimensioned floor plans.
 - Show the first story roof on the second story floor plan.

- Elevation Plans**
 - Building dimensions, first and second floor plate heights and total height.
 - Indicate the single-story building envelope as described in Section 19.28.060 J (3) of the R1 ordinance.

- Privacy Protection Planting Plan (for a Second Story Deck)**
 - Show entire site. Show entire building footprint with roof.



PUBLIC WORKS CONFIRMATION FORM

Public Works Department
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3354 / Fax (408) 777-3333

engineering@cupertino.org
<http://www.cupertino.org/publicworks>

A Public Works Confirmation Form, if required, must be completed by Public Works staff **prior to project submittal** to the Planning Department. The purpose of this form is to identify preliminary Public Works comments and requirements which may adversely affect the application. Additional requirements may be identified at the Building Permit stage in which the applicant will be responsible to make the necessary plan revisions to the satisfaction of the Director of Public Works.

If a Building Permit Application is submitted within one year of the sign-off date at the bottom, the confirmation fee will be applied towards the Public Works Plan Check fee. **Please complete the project information below and submit this form, the fee, and a copy of the preliminary plans to the Public Works Department for review.**

PROJECT ADDRESS: _____ EMAIL ADDRESS: _____

APPLICANT NAME: _____ PHONE: _____

For Public Works Department Use Only (please do not write below this section)

- Public Works Confirmation Fee Paid (\$_____) – Case Number: _____
 Addition _____ Single-Family Dwelling _____ Flood Zone _____

REQUIREMENTS

Address checked boxes and comments noted at the Building Permit stage, unless otherwise stated.

- Dedicate Right-of-Way or Grant of Easement¹: _____
¹The City reserves the right to require dedication of right-of-way or grant of easement to meet public access and utility service requirements and may require them upon review of the construction plans and documents provided at the Building Permit stage.
- Boundary & Topographic Survey and Horizontal Control Plan per City's [Licensed Survey Policy](#)
- Offsite improvements required. Show on plan: sidewalk, curb and gutter, curb ramp, driveway, pavement, street light, street tree
- Registered civil engineer required to design grading plans or improvement plans
- Clearly show all utility lines from the house/project site to the street (electric, electric panel, gas, water, sewer). Indicate as new (N) or existing (E)
- Underground all overhead utility service to new house or new electric panel
- Show roof down spouts with splash blocks to direct runoff towards landscaped areas
- Show onsite drainage with flow direction or slope percentage to direct runoff towards street
- Minimize impervious surface and promote water infiltration
- Encroachment Permit or Development Agreement
- Streamside Permit
- Soils Letter/Report
- Master Storm Area Fees (\$_____)
- Submit Grant Deed and Preliminary Title Report (for Quitclaim Deed of Underground Water Rights)
- Parkland Dedication In-lieu Fees (\$_____)

COMMENTS:

SIGNATURE

TITLE

DATE



INDEMNIFICATION CLAUSE ACKNOWLEDGEMENT

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On _____ an application was submitted to the City of Cupertino Planning Division, on
(DATE)
behalf of _____ (the "Applicant"). The project, which is the subject of the
application, is located at the following address _____.

1. The Applicant agrees, as part of the application, to the fullest extent permitted by law, to indemnify, defend with attorneys of the City's choice, and hold harmless the City and its officers, employees, and agents (collectively, the "indemnified parties") from any liability, claim, action, cause of action, suit, damages, judgment, lien, levy, or proceeding (collectively referred to as "proceeding") brought by a third party against the one or more of the indemnified parties or one or more of the indemnified parties and the Applicant related to any Ordinance, Resolution, or action approving the project, the related entitlements, environmental review documents, finding or determinations, or any other permit or approval authorized for the project. This indemnification is intended to include but not be limited to damages, fees, and costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, or the parties initiating or bringing such proceeding.
2. The Applicant agrees to (without limitation) reimburse the City its actual attorneys' fees and costs incurred in defense of the litigation. Such attorneys' fees and costs shall include amounts paid to the City's outside counsel and shall include City Attorney time and overhead costs and other City staff overhead costs and any costs directly related to the litigation reasonably incurred by City. The applicant shall likewise indemnify, defend, and hold harmless the indemnified parties from and against any damages, attorneys' fees, or costs awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against the indemnified parties. The Applicant shall cooperate with the City to enter a Reimbursement Agreement to govern any such reimbursement.
3. The Applicant agrees to (without limitation) reimburse the City 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 a proceeding challenging the project approvals and related environmental review, if the Applicant desires to continue to pursue the project.
4. The Applicant agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing this Indemnification Agreement.
5. 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 attorneys selected to defend the City;
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements. 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.
6. 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.
7. The Applicant agrees that City shall have no liability to the Applicant for business interruption, punitive, speculative, or consequential damages.

Print Name, Title

X

Signature