



17575 Peak Avenue Morgan Hill CA 95037

APPROVAL CERTIFICATE NO. 22-004

PROJECT: Minor Exception No. VAR2021-0003: Deana-Drouin

PROJECT DESCRIPTION/LOCATION: A request is for a minor exception to increase the maximum rear and side yard solid fence height by one-foot. The property, identified by Assessor Parcel Number 773-20-025, is located at 1130 Deana Court; Jill Drouin, Owner.

RECITALS

1. On November 17, 2021, the Development Services Department received a minor exception application for the request to increase the maximum rear and side yard solid fence height by one-foot. The property is over an acre in size and sits at a slightly lower elevation than adjacent properties.
2. The minor exception was publicly noticed by mailing to property owners within 300 feet of the project, an ad in the newspaper, and posted on the City's website under Project Pending Actions.
3. Comments received from the public and from the applicant, along with exhibits and drawings and other materials have been considered in the review process;

FINDINGS

SECTION 1. The exception will be compatible with adjacent structures and uses and is consistent with the character of the neighborhood or district where it is located.

The minor exception to increase the maximum rear and side yard solid fence height by one-foot will increase privacy to a lot that sits lower than adjacent properties and has animals that could pose an impact to neighbors. Surrounding uses include single story residential homes. This exception would not change the character of the existing residential neighborhood.

SECTION 2. The exception will not adversely impact the neighboring properties or the community at large.

The lots within this zoning district are very large and neighboring homes sit a significant distance from the fence. The rear of the lot is separated from adjacent property by a drainage ditch. The increased height of this fence will not adversely impact neighboring properties or the community at large.

SECTION 3. The exception is necessary due to unique characteristics of the subject property, structure, or use.

While this parcel is in an area of larger lots, the topography does make it sit lower than adjacent properties. Increasing the height the fence by a foot assists the property owner in limiting the impact of their animals on adjacent properties. The extra foot in height of the fence will not visually impact the adjacent properties.

SECTION 4. The modification is consistent with the purpose of the Zoning district, the General Plan, and any applicable specific plan or area plan adopted by the City Council.

The project as proposed meets the intent of fence regulations and therefore is consistent with the General Plan and Zoning Ordinance.

SECTION 5. The exception will not establish an undesirable precedent.

This exception is being granted based on the unique situation where the parcel sits slightly lower than adjacent properties. The increase of one foot in height will not present an undesirable precedent.

SECTION 6. Pursuant to the authority set forth under Section 18.52.050 of the Morgan Hill Municipal Code, the Community Development Director hereby approves the project application subject to the attached conditions of approval outlined in Exhibit A.

APPROVED THIS 22 DAY OF FEBRUARY 2022.



Jennifer Carman, Development Services Director

A F F I D A V I T

I, Jill A Drouin, applicant, hereby agree to accept and abide by the terms and conditions specified in this approval certificate.

Jill A Drouin
Jill A Drouin (Apr 5, 2022 16:13 PDT)

Apr 5, 2022

Date

**EXHIBIT A
CONDITIONS OF APPROVAL**

MINOR EXCEPTION

1. This approval is for a minor exception to increase the maximum rear and side yard solid fence height by one-foot. The property, identified by Assessor Parcel Number 773-20-025, is located at 1130 Deana Court.

ENGINEERING

1. The proposed fence improvements shall not encroach upon the existing 15' wide storm drain easement that is parallel to the rear/southern property boundary.

TIME LIMITS

1. The minor exception approval granted pursuant to this certificate shall remain in effect for two years from approval date. Failure to obtain building permits within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to expiration date.

DEFENSE AND INDEMNITY

1. As part of, and in connection, with this application to the City of Morgan Hill, Applicant agrees to defend, indemnify, and hold harmless the City of Morgan Hill, its officers, agents, employees, officials and representatives (Indemnitees) from and against any and all claims, actions, or proceedings arising from any suit for damages or for equitable or injunctive relief which is filed against City to attack, set aside, void or annul its approval of this application or any related decision, or the adoption of any environmental documents which relates to said approval. The City shall promptly notify the Applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall retain the right to approve (a) the counsel to so defend Indemnitees; (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. This indemnification shall include, but is not limited to, (a) all pre-tender litigation costs incurred on behalf of the City, including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals; (b) reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted; and (c) all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision. City may, in its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of its obligations under this condition. The undersigned hereby represents that they are the Applicant or are fully empowered by the Applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by Applicant to be bound by such conditions.