LANDSCAPE PLAN REVIEW
INFORMATION SHEET AND APPLICATION

The Landscape Plan Review process is to be used when a Condition of Approval for a development project requires the submission of landscape plans for review or when required by Development Code Section 83.10.020. This is an administrative review process conducted by staff of the Planning Division.

Fee/deposit:

<table>
<thead>
<tr>
<th>Type of review</th>
<th>Private Home Landscape plan</th>
<th>Other than private homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost Initial Deposit (J645)</td>
<td>$892.00</td>
<td>$2,141.00</td>
</tr>
</tbody>
</table>

Application:

1. _____ Submit a money order or check made out to “San Bernardino County” in the amount listed above.

2. _____ **One copy** of the completed application to the Planning Department. Use the application that is on the backside of this information sheet.

3. _____ **One completed** Financially Responsible Party Information form.

Plans:

4. _____ **Two copies** of the landscape and irrigation plans showing compliance with the landscaping guidelines outlined in the Development Code and all Conditions of Approval, if other than a private home. The landscape plan shall include any graded slopes with greater than three feet of fill or five feet of cut.

5. _____ **One copy** of the plot plan reduced to 11” X 17”.
Complete all sections of this form. If you believe that an item does not apply to your project, mark it “N/A.” Do not leave any blank spaces.

Section 1 – APPLICATION INFORMATION

Owner's Name: _____________________________________________________________
Address: __________________________________________________________________
City: __________________________ Zip: __________________________
Phone: _______________________ FAX No.: __________________________ E-Mail: __________

Original Applicant Name
(if prior land use application filed):
________________________________________________________________________

Engineer/Representative's Name: _________________________________________________
Address: ___________________________________________________________________
City: __________________________ Zip: __________________________
Phone: _______________________ FAX No.: __________________________ E-Mail: __________

Section 2 - PROJECT DESCRIPTION (Please provide as much detail as possible):
________________________________________________________________________
APPLICATION CERTIFICATE

ALL OWNERS OF RECORD MUST SIGN THIS CERTIFICATE: (Attach it to the application)

List Assessor's Parcel Number(s) of the project property:

List Assessor's Parcel Number(s) of all property contiguous to the project property, which is owned or beneficially controlled by the individual(s) signing this Certificate: If there are no contiguous properties under the same ownership, STATE "NONE"—do not leave blank.

The undersigned owner(s) or officer(s) in the organization owning the lands for which this application is made, states that he/she is aware that the application is being filed with the San Bernardino County Planning Division, and certifies under penalty of perjury that the County applications forms have not been altered and that the information contained in this application is true and correct. I (We) acknowledge that additional materials may be necessary to provide to the Planning Division once the preliminary review of the specifics of the project has been initiated. I (We) further agree that if any information contained in this application proves to be false or incorrect, the County of San Bernardino and any special purpose or taxing district affected thereby are and shall be released from any liability incurred if a certificate of compliance is or has been issued on basis of this application. I understand that under such circumstances any such certificate shall be null and void and shall be returned to the County for cancellation.

The applicant agrees to pay all accumulated charges for this project, if this is an actual cost application. Your plans will not be approved, finaled, or vested until all charges are paid in full. If attempts to collect any outstanding funds are unsuccessful, your project will be closed and the account sent to collections. County will make every effort to stop work and notify the applicant before proceeding and placing a project into deficit.

For any type of application, the applicant also agrees to defend, indemnify and hold harmless the County, its agents, officers and employees from any claim, action or proceeding attacking or seeking to set aside, void or annul the approval of all or part of the matters applied for, or any other claim, action or proceeding relating to or arising out of such approval. This requirement includes the obligation to reimburse the County, its agents, officers and employees for any court costs or attorney fees which the County, its agents, officers or employees are required by a court to pay as a result of such claim, action or proceeding. The County agrees to notify the applicant of any such claim, action or proceeding promptly after the County becomes aware of it. The County agrees to cooperate in the defense provided by the applicant. The County may, at its own expense, participate in the defense of the claim, action or proceeding, but such participation will not relieve the applicant of applicant's defense and indemnification obligations.

Any persons signing with Power of Attorney for others must print the names of those individuals in the signature block and attach a notarized copy of the Power of attorney.

(Print) (APPLICANT OR LEGAL AGENT)
  REGISTRATION NO.
  (IF R.C.E. OR LICENSED LAND SURVEYOR)

(Print) (OWNER(S) OF RECORD)*
  Signature       Date

(Print) (OWNER(S) OF RECORD)*

(Print) (OWNER(S) OF RECORD)*
  Signature       Date

*If property is owned by corporation, partnership or other group signee should indicate corporate position or title and submit substantiating documentation (e.g. incorporation certificate)

San Bernardino County -3- Landscape Plan
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FINANCIALLY RESPONSIBLE PARTY INFORMATION
Please print your responses.

The Financially Responsible Party is the individual or legal entity that will sign the Financially Responsible Party Agreement (attached), which agreement establishes the entity that: is responsible for all permit processing costs associated with the project application; will receive project accounting during the application processing; is responsible for paying for consultants necessary to complete the processing of the project application; is deemed the owner of funds held in the project trust fund; and indemnifies the County for legal challenges to project approval.

Have you ever had a Trust Account with San Bernardino County Land Use Services?  ☐Yes ☐No

If yes, what name was used? ________________________________________________________________

Financially Responsible Party Name: ________________________________________________________

The Financially Responsible Party is a (choose one): ☐Company/Organization ☐Individual

If Company/Organization, type, i.e. corporation, LLC, partnership: ________________________________

Are you registered with the California Secretary of State?  ☐Yes ☐No

If yes, what is your entity number? ____________________

If Company/Organization, Contact Name: _____________________________________________________

Mailing Address: ________________________________________________________________________

City ___________________________________________ State ___________ Zip _________________________

Home/Business Phone: ___________________________ Cell Phone: ________________________________

Email: _____________________________________________________________________________________

What is your preferred method for receiving invoices: ☐Email ☐U.S. Mail

If you are not the Financially Responsible Party, do you have notarized authorization to encumber the Financially Responsible party?  ☐Yes ☐No  (Please attach a copy of the authorization.)

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For Office Use Only                          -----------------------------------------------
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Project Number: ___________________________ Type of Application: ________________________________

Received By: _____________________________ Date: ______________________

Entered By: ______________________________ Date: _______________________
FINANCIALLY RESPONSIBLE PARTY AGREEMENT

This Agreement is entered for the benefit of San Bernardino County by and through the San Bernardino County Land Use Services Department (LUSD) by ______________________________(Financially Responsible Party) in reference to LUSD application processing costs associated with a Project. [If the Financially Responsible Party is a legal entity (e.g. corporation or partnership), the representative must supply notarized authorization that he/she is approved to financially encumber that legal entity.]

1. The Financially Responsible Party will pay the security deposit required at the time of Project submittal in an amount established by the County Code or by LUSD policy; will pay monthly invoices within twenty-five (25) days from invoice date, subject to LUSD stopping work until payment is received; and agrees to be responsible for payment of all permit processing costs associated with the Project application.

2. If it is deemed necessary by LUSD to utilize consultant services, the Financially Responsible Party will pay a deposit to cover consultant costs prior to execution of the contract with the consultant, with charges against the contract with the consultant to be billed on an hourly basis against the deposit.

3. Financially Responsible Party agrees that all funds deposited in the Project Trust Account will be held by the County in an account under the name of Financially Responsible Party, and that the Financially Responsible Party shall be considered the owner of all funds in said account.

4. Financially Responsible Party agrees that the LUSD is not required to issue any clearances or permits without receipt of full payment of fees, unless waived by the Board of Supervisors, by Board Action.

5. Financially Responsible Party agrees that if there is an outstanding amount on any other LUSD application for which the Financially Responsible Party is the applicant, the depositor, of the Financially Responsible Party, subsequent applications will not be accepted until such amounts are paid.

6. Financially Responsible Party agrees that LUSD may refund any funds remaining in the project trust account at the completion of work to the Financially Responsible Party.

7. The Financially Responsible Party agrees that the person or entity designated as the Financially Responsible Party maintains that designation until the project is completed and all legal challenges to the County’s approval have been resolved, or the County is notified, and accepts, a Change of Financial Responsibility form (available on the San Bernardino County LUSD website).

8. Indemnification. In compliance with Development Code §81.01.070, the Financially Responsible Party agrees, to defend, indemnify, and hold harmless the County or its “indemnitees” (herein collectively the County’s elected officials, appointed officials (including Planning Commissioners), Zoning Administrator, agents, officers, employees, volunteers, advisory agencies or committees, appeal boards or legislative body) from any claim, action,
9. or proceeding against the County or its indemnitees to attack, set aside, void, or annul an approval of the County by an indemnitee concerning a map or permit or any other action relating to or arising out of County approval, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim, except where such indemnification is prohibited by law. In the alternative, the developer may agree to relinquish such approval.

The Financially Responsible Party shall reimburse the County and its indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the Financially Responsible Party of their obligations under this condition to reimburse the County or its indemnitees for all such expenses.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Financially Responsible Party’s indemnification obligation applies to the indemnitees’ “passive” negligence but does not apply to the indemnitees’ “sole” or “active” negligence or “willful misconduct” within the meaning of Civil Code Section 2782.

The Financially Responsible Party agrees that it’s indemnification obligations under this agreement remain in effect even though a court may order the County to set aside its approvals of the project.

10. In the event of a transfer of project or property, the Financially Responsible Party shall notify the County within two (2) working days, in writing and by telephone as follows:

   Land Use Services Department
   Attn: Administrative Manager
   385 N. Arrowhead Avenue, 1st Floor
   San Bernardino, CA 92415-0187
   (909) 387-4000

Executed on the ____________ day of ____________________________, 20_______

_______________________________________________________________________________________

Financially Responsible Party (Please print and sign)