PROFESSIONAL CONSULTATION
TREE (Plant) REMOVAL PERMIT
Plant Protection and Management

This form is provided for those circumstances where a tree or plant removal is not in conjunction with a land use application or development permit (88.01.050) (d) (2).

Fee: Submit a money order or check made out to San Bernardino County in the amount of $82.00/one-half hour. (L691)

APPLICANT - PLEASE COMPLETE

Applicant's Name: _______________________________ Date: ________________
Mailing Address: ________________________________
Site Address: ________________________________
Assessor's Parcel #: _____________________________ Phone #: _____________________________
Proposed project (if any): ________________________________
Existing site conditions/development (if any): ________________________________
Questions/Comments: ________________________________

Applicant Signature – by signing below, I have read and understand the contents of this form.

_______________________________
Signature

Expert Certification: The applicable review authority may require certification from an appropriate arborist, registered professional forester or a Desert Native Plant expert that the proposed tree or plant removal, replacement, or revegetation activities are appropriate, supportive of a healthy environment, and in compliance with the Development Code. The certification shall include the information in compliance with Department procedures (88.01.050) (b)

Meeting Request – After receipt of this application and fees, a planner will contact you to schedule an appointment.

PLEASE NOTE: Any information provided by staff during a consultation is NOT a guarantee of project success or failure as all projects are subject to a comprehensive review of a formal application submittal. Also, policy changes or new ordinances adopted subsequently to this meeting may alter any determination made.
Regulated trees and plants:
For a list of regulated trees and plants, please refer to Sections: 88.01.060(c), 88.01.070(b), 88.01.080(b) and 88.01.050 (e) (4) of the Development Code.

Land Disturbance:
No person, except as provided in this Chapter, shall commence with a disturbance of land (e.g. grading or land clearing) without first obtaining approval to assure that said disturbance will not result in the removal of any regulated native trees or plants. Said approval may be in the form of a development permit or a Tree or Plant Removal Permit issued by the appropriate authority. [Section 88.01.050 (i) (8)]

Findings for Tree or Plant Removal Permits [Section 88.01.050 (f)]:
The applicable review authority may authorize the removal of a regulated tree or plant only if the following findings are made:
A) The location of the regulated tree or plant and/or its drip line interferes with an allowed structure, sewage disposal area, paved area, or other approved improvement or ground disturbing activity and there is no other alternative feasible location for the improvement.
B) The location of the regulated tree or plant and/or its drip line interferes with the planned improvement of a street or development of an approved access to the subject or adjoining private property and there is no other alternative feasible location for the improvement.
C) The location of the regulated tree or plant is hazardous to pedestrian or vehicular travel or safety.
D) The regulated tree or plant or its presence interferes with or is causing extensive damage to utility services or facilities, roadways, sidewalks, curbs, gutters, pavement, sewer line(s), drainage or flood control improvements, foundations, existing structures, or municipal improvements.
E) The condition or location of the regulated tree or plant is adjacent to and in such close proximity to an existing or proposed structure that the regulated tree or plant has or will sustain significant damage.

Once it has been determined that a tree or plant removal permit is required, submit the following information to advance planning for approval:

1. Describe the reason the protected tree(s) and/or plant(s) need to be removed. (Please be specific).
2. A color photo of the site area which clearly indicates the present condition of the land and land uses within the location of the site.
3. A color photo of the proposed tree(s) and/or plant(s) to be removed.
4. Lastly, a simple plot plan should be submitted showing the location of protected trees and/or plants, including road right of way. (This can be hand drawn and does not require a civil engineer).

CUSTOMER SERVICE UNIT STAFF - PLEASE COMPLETE

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OFFICIAL LAND USE

APPLICABLE OVERLAYS:

San Bernardino County
Page 2 of 4
OFFICIAL USE ONLY
STAFF TO COMPLETE THIS SECTION

☐ Native trees and/or plants approved for removal.

☐ Removed Native trees and/or plants required to be stockpiled and transplanted (Joshua Trees) replaced or restored (Oak Woodlands). (A Proposed Transplanting Plan or Oak Reforestation Plan is required)

☐ No native trees and/or plants on the property subject to the provisions of this ordinance are to be removed.

☐ An Environmental Review is required for disturbance of a protected tree or plant.

☐ Meeting date/time: ________________________________________________________________

Conditions and Comments: ____________________________________________________________

________________________________________________________________________________

The findings of removal of the protected trees and plants subject to the conditions and comments as shown have been made in accordance with the San Bernardino County Development Code.

__________________________  ______________________________
Planner’s Signature          Director’s Signature
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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 -----------------------------------------------------

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, or proceeding against the County or its indemniteses 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 its indemnification obligations under this agreement remain in effect even though a court may order the County to set aside its approvals of the project.

9. 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)