



San Bernardino County

Land Use Services Department, Current/Advance Planning Divisions

San Bernardino County Government Center
385 N. Arrowhead Ave., San Bernardino, CA 92415-0182
15900 Smoke Tree Street; Hesperia, CA 92345



San Bernardino Office – (909) 387-8311
Fax (909) 387-3249

High Desert Office – (760) 995-8140
Fax (760) 995-8167

TEMPORARY USE PERMIT - General

Information Sheet and Application

FEES:

LUSD Processing Fees	MINOR	MAJOR
Type of Use:	Sales office, design centers, model homes, flags/banners, temporary outside display or storage	Interim operation of activities requiring a Conditional Use Permit; batch plants; off-site construction yards
FEE: (L628/L697)	\$340.00	\$400.00
IF BOND IS REQ'D ADD: (bond processing fee)	\$390.00	\$390.00

As provided in the San Bernardino County Development Code Title 8, Division 4, Temporary Use Permits (TUP) may be issued for:

- Batch Plants.** Batch plants necessary for the construction of major public infrastructure improvements provided proper review in compliance with the California Environmental Quality Act (CEQA) is completed.
- Construction yards - Off-site.** Off-site contractors' construction yards, for an approved construction project. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit authorizing the construction project, whichever first occurs.
- Interim Operation of Activities Requiring a Conditional Use Permit.** The interim operation of any use requiring a Conditional Use Permit may be issued only after the reviewing agency makes the findings required for approval of a Conditional Use Permit.
- Similar temporary Activities.** A temporary activity that the Director determines is similar to the other activities listed in Section 84.25.040 and compatible with the applicable land use zoning district and surrounding land uses.
- Temporary outdoor storage or sales.** Interim operation of an exterior storage area or short-term exterior sales display area not including seasonal sales lots.
- Model homes.** A model home or model home complex.
- Real Estate Sales Office.** A temporary real estate sales office (modular structure) may be established within the area of an approved subdivision, solely for the first sale of homes.
- On-your-lot builder model home/sales office.** A Single residential dwelling unit may be used as a temporary sales office and model home.

The following minimum standards are established for any temporary structure or use.

- Structure and property development improvements.** Access, floor areas, heights, landscaping, off-street parking, setbacks, signs, utilities, and other structure and property development improvements and features;
- Removal of the activity and site restoration.** Measures for removal of the activity and site restoration, to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by the Development Code. Performance security may be required before installation of the temporary structure or initiation of the temporary use to ensure cleanup after the structure is removed or the use is finished in compliance with Section 86.06.050 (Performance Guarantees);

3. **Time limitation.** Limitation on the duration of an approved "temporary structure," to a maximum of 12 months, so that it shall not become a permanent or long-term structure; and
4. **No Permanent Structures.** Granting of this permit does not authorize the construction or establishment of any new permanent structures.

GENERAL PROCEDURES

1. Submit application and fees – County staff will use the checklist to determine whether your application may be accepted.
2. Application processing – The Land Use Technician will review the application for completeness and the Planner will approve the permit as quickly as possible, if he/she is able to make the required findings and all standards have been met.

CHECKLIST OF SUBMITTAL MATERIALS

Please use this checklist as you assemble the materials for the submittal of your Temporary Use Permit application. If you have any questions about the items requested or if you wish to obtain information on processing schedules, please call the Advance Planning Division at the numbers listed above.

Section A – Fees

1. _____ Check or money order for the Application Fee made payable to County of San Bernardino/Land Use Services Department:

Type of Use:	Sales office, design centers, model homes, flags/banners, temporary outside display or storage	Interim operation of activities requiring a Conditional Use Permit; batch plants; off-site construction yards
FEE: (L628/L697)	\$340.00	\$400.00
IF BOND IS REQ'D ADD: (bond processing fee)	\$390.00	\$390.00

2. _____ Bond fees in the form of Cash (check only) or Instrument of Credit in the correct amount made payable to the County of San Bernardino. If submitting a check, it must be a separate check from the Application Fee. The Cash Bond Agreement Form and sample of Instrument of Credit are attached. **Notarized signatures must be completed in order for application to be accepted.**

Minimum Bond Fee \$5,000.00	Bond amount to be increased depending upon the activity and land disturbance
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Section B - County Documents

3. _____ Completed Application.
4. _____ Cash Bond Agreement Form (**Notarized** signature required), if applicable.

Section C - Other Documents

5. _____ **Two copies** of a plot plan.
6. _____ **One copy** of the Conditions of Approval for land uses on same parcel, if applicable.
7. _____ **Two copies** of pertinent information, such as brochures, pictures, drawings, etc., of use to be conducted, if applicable.
8. _____ **Two (2) sets** of surrounding property owner labels.

Temporary Use Permit APPLICATION

Complete all sections of this application. If you believe a question does not apply, mark it "N/A". Do not leave any blank spaces. If you have any questions about items requested on this form, please call Current/Advance Planning Divisions at any of the numbers listed on the cover sheet.

Section 1 - Applicant Data. (This is the person who the county will contact regarding this application).

Applicant Name _____

Mailing Address _____

City _____ Zip _____

Phone _____ FAX No. _____ E-Mail _____

Person to be notified other than applicant _____

Mailing Address _____

City _____ Zip _____

Phone _____ FAX No. _____ E-Mail _____

Section 2 – Property Data

1. Assessor's Parcel Number (APN): _____
(This may be obtained from the Assessor's Office)

2. Present Land Use District (Zoning): _____
(This must be obtained from the Building and Safety Division)

3. List all permit numbers related to this project. _____

4. General location of property: Include street address and location from nearest street or intersection, indicating which side of the street:

Street Address _____

City _____ Zip _____

Location: _____

5. Proposed use of property:

7. Utilities:

A. Water Source:

B. Identify affected utilities on site (underground or overhead)

10. Temporary use operational information:

A. Approximate volume, units sold, number of customers received per day, year, or other time increments or other descriptions:

B. Description of equipment used (specify horsepower, voltage, etc.):

C. Materials used and their manner of delivery to and from location (including toxic/flammable chemicals or materials):

D. Square feet of total work and storage areas:

E. Maximum number of employees or residents occupying site and/or attending functions at any given time:

F. List other agencies for which permits / clearance must be obtained:

Section 4 – Signatures:

I certify under penalty of perjury that the above information is true and correct that I have read and understand and will comply with the regulations and requirements of the Department, the Development Code, Building and Safety Division, Fire Department, Environmental Health Services Division and any applicable State and Federal regulations.

I understand that my permit may be voided for non-compliance of the conditions set forth in the approval.

Signature _____
Property Owner

Date _____

Signature _____
Property Owner

Date _____

Signature _____
Applicant

Date _____

FOR OFFICE USE ONLY

Permits' Plus # _____ Receipt # _____ Date Accepted _____

Check # _____ Cash _____ Date approved/denied _____



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CASH BOND AGREEMENT FORM

1. Project: _____ APN: # _____

Location: _____

Starting Date: _____

Completion date shall be: _____

2. Work and improvement shall consist of:

3. Security:

Performance: _____ \$ _____

Labor and material: _____ \$ _____

Other: _____ \$ _____

4. Name of Principal: _____

Address: _____

Phone: _____

By: _____

(Must be **NOTARIZED**)

(FOR OFFICE USE ONLY)

Received by: _____ Date _____

Bond Amount: _____ Bond ID #: _____

Permit Plus # _____ Check #: _____ Cash

Receipt #: _____

IRREVOCABLE LETTER OF CREDIT

Irrevocable Letter of Credit Number _____

Expiration Date: _____

Beneficiary: County of San Bernardino
Land Use Services Department
385 North Arrowhead Avenue, First Floor
San Bernardino, CA 92415-0182
Attn: Director of Land Use Services

This will serve as notice and agreement that _____,
Name of Bank

a Financial Institution subject to regulation by the State of _____,
Regulating State

and duly authorized to do business in the State of California, has on deposit the necessary amount of
\$ _____ (United States Dollars) pledging and guaranteeing these funds to the County of
San Bernardino to meet the obligations of _____

Applicant
to establish and perform all actions as outlined in the Conditions of Approval of the project approved by the County on
_____. These actions may include the removal of all project related structures and/or other components.

Approval Date
The \$ _____ will be distributed to the Beneficiary upon the authorization and direction
of a duly authorized representative of the County of San Bernardino, which accompanied by the documents hereafter
described and subject to the following conditions.

The County of San Bernardino may draw hereunder by means of its draft(s), accompanied by this original Letter of Credit
and the following signed and dated statement, appropriately completed:

The amount of our accompanying draft of \$ _____ represents a sum due to the
County of San Bernardino, following a public hearing that _____
Applicant

is financially incapable of performing the required actions in accordance with its approved permit, or has abandoned the
project, and _____
Applicant

has been provided with notice and opportunity to cure (which cure period has expired). The individual signing below certifies
that the foregoing statements are true and correct and that the signatory is authorized to sign and deliver this statement on
behalf of the County of San Bernardino.

Lead Agency

By: _____

Name: _____

Title: _____

This Letter of Credit shall be in full force and effect until receipt of a written statement by a duly authorized representative of the County of San Bernardino that all of the obligations secured hereby have been performed or until disbursement of all funds pledged and guaranteed hereunder pursuant to the preceding paragraphs or until the Expiration Date hereunder.

The Letter of Credit shall expire on _____ at the counters of _____
Expiration Date *Financial Institution*

_____ or
Financial Institution Address
any extended date as hereinafter provided. It is a condition of this Letter of Credit that it shall be automatically extended for additional periods, each of one year, unless at least one hundred twenty (120) days prior to the prior to the then relevant expiration date _____ has advised the County of San Bernardino

_____ by registered or certified mail that _____
Financial Institution *Financial Institution*

elects not to extend. In that event, the County of San Bernardino may draw hereunder on or prior to the then relevant expiration date, up to the full amount available hereunder, against the sight drafts(s) on _____ bearing the number of this Letter of Credit.

_____ *Financial Institution*

The amount of this Letter of Credit may be reduced in accordance to conditions set forth in the approved project, provided that any such reduction shall be made only with the written approval of a duly authorized representative of the San Bernardino County.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 notwithstanding Article 19 of said publication. If this Letter of Credit expires during an interruption of business as described in Article 19, _____

_____ *Financial Institution*
is hereby specifically authorized and agree to effect payment if the letter is drawn within thirty (30) days after the resumption of business.

This shall constitute and irrevocable commitment of funds which shall not be subject to recall by _____ before the Expiration Date hereunder.

_____ *Financial Institution*

_____ *Financial Institution*

[SEAL]

By: _____

Name: _____

Title: _____

COUNTY OF SAN BERNARDINO

SURETY BOND (CORPORATION)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED

(Name of Corporation - Permit tee and Principal, whose address for service is:)

(Street Address) (City) (State) (Zip)

a corporation organized and existing under the laws of the State of _____ as Principal, and

(Name of Surety Company, whose address for service is:)

(Street Address) (City) (State) (Zip)

organized and existing under the laws of the State of _____ and licensed to do business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino in the penal sum of _____ Dollars

(\$ _____) for the payment of which sum we hereby jointly and severally bind ourselves, our successors, and assigns. In the event of forfeiture by the Principal, the Obligees agree that, in the aggregate, they shall not demand in excess of the penal sum of this bond.

THE CONDITION OF THE ABOVE OBLIGATION is such that:

Whereas, the above-named Principal has submitted _____,
(Permit Application)
to the County of San Bernardino; and

Whereas, a demand has been made upon Principal for security, and this bond is executed and tendered in accordance therewith;

Whereas, the Principal has chosen to file this performance bond as a guarantee that the required actions outlined in the Conditions of Approval will be completed as specified in the Permit as approved by the County of San Bernardino;

Whereas, the Surety and their successors and assigns agree to guarantee the obligation and to indemnify the County of San Bernardino from the failure of the Principal to complete the required actions as specified in the Permit as approved by the County of San Bernardino, subject to the penal sum of this bond;

Whereas, the surety, as part of the obligation secured by this bond, and in addition to the penal sum specified in this bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by the County, in successfully enforcing such obligation against the surety, all to be taxed as costs and included in any judgment rendered;

Whereas, obligations guaranteed by this performance bond shall be in effect for the following described lands which are subject to the approved operations to be conducted by the principal:

(Insert legal description)

Now, if the Principal faithfully completes all required actions set forth in the Conditions of Approval, then this obligation shall be void; otherwise, it shall remain in full force and effect:

- (a) beginning on the date of the approval and/or prior to commencement of land disturbance, and extending until all conditions of the permit have been completed to the satisfaction of the County of San Bernardino, and
- (b) until the bond is released or replaced, or until the permit has been sold, reassigned or otherwise transferred.

The failure of the Principal to fulfill all conditions of the permit shall result in a forfeiture of this performance bond.

The amount of the Surety's liability may be adjusted by the County of San Bernardino for lands covered by this bond which have been disturbed by the Principal, or for which all Conditions of Approval have been completed and approved by the County of San Bernardino. If the penal sum of this bond requires adjustment, it shall be by use of an Increase/Decrease Rider.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the

_____,
(Permit Application)

or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the work or to the specifications.

(Permit Application)

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

The Surety will give prompt notice to the Principal, the County of San Bernardino, of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

In the event the Surety becomes unable to fulfill its obligations under the bond for any reason, notice shall be given immediately to the Principal, the County of San Bernardino.

Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, the Principal shall be deemed to be without bond coverage, and subject to enforcement actions.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their signatures and seals as of the dates set forth below.

Date _____

(Corporation - Permit tee [Principal])

By: _____
(Signature of Corporate Officer)

(Corporate Seal)

Typed or Printed Name

Title: _____

I declare, under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked Power of Attorney.

(Surety Company)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Seal)

Typed or Printed Name

Title: _____

Executed in _____ on _____ under
(City and State) (Date)
the laws of the State of California.

(Note: Where one signs by virtue of a Power of Attorney for a Surety Company, such fully executed Power of Attorney must be filed with this bond.)

ACKNOWLEDGMENT OF CORPORATION - PERMITTEE

State of _____)
) ss.
County of _____)

On this _____ of _____, _____ in the year _____, _____ before me, _____
(name and quality of officer), personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature L.S.
My Commission Expires: _____

ACKNOWLEDGMENT OF SURETY

State of _____)
) ss.
County of _____)

On this _____ of _____, _____ in the year _____, _____ before me, _____
name and quality of officer), personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature L.S.
My Commission Expires: _____

NOTE: Please identify the agent acting on behalf of the surety, if applicable.

AGENT _____ PHONE _____
ADDRESS _____

COUNTY OF SAN BERNARDINO

SURETY BOND (PARTNERSHIP)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED

(Partnership - Permit tee and Principal, whose address for service is:)

(Street Address)

(City)

(State)

(Zip)

a partnership, as Principal, and

(Name of Surety Company, whose address for service is:)

(Street Address)

(City)

(State)

(Zip)

organized and existing under the laws of the State of _____ and licensed to do business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino in the penal sum of _____ Dollars

(\$ _____) for the payment of which sum we hereby jointly and severally bind ourselves, our successors, and assigns. In the event of forfeiture by the Principal, the Obligees agree that, in the aggregate, they shall not demand in excess of the penal sum of this bond.

THE CONDITION OF THE ABOVE OBLIGATION is such that:

Whereas, the above-named Principal has submitted _____,
(Permit Application)
to the County of San Bernardino; and

Whereas, a demand has been made upon Principal for security, and this bond is executed and tendered in accordance therewith;

Whereas, the Principal has chosen to file this performance bond as a guarantee that the required actions outlined in the Conditions of Approval will be completed as specified in the Permit as approved by the County of San Bernardino;

Whereas, the Surety and their successors and assigns agree to guarantee the obligation and to indemnify the County of San Bernardino from the failure of the Principal to complete the required actions as specified in the Permit as approved by the County of San Bernardino, subject to the penal sum of this bond;

Whereas, the surety, as part of the obligation secured by this bond, and in addition to the penal sum specified in this bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by the County, in successfully enforcing such obligation against the surety, all to be taxed as costs and included in any judgment rendered;

Whereas, obligations guaranteed by this performance bond shall be in effect for the following described lands which are subject to the approved operations by the principal will be conducted:

(Insert legal description)

Now, if the Principal faithfully completes all required actions set forth in the Conditions of Approval, then this obligation shall be void; otherwise, it shall remain in full force and effect:

- (a) beginning on the date of the approval and/or prior to commencement of land disturbance, and extending until all conditions of the permit have been completed to the satisfaction of the County of San Bernardino; and
- (b) until the bond is released or replaced, or until the permit has been sold, reassigned or otherwise transferred.

The failure of the Principal to fulfill all conditions of the permit shall result in a forfeiture of this performance bond.

The amount of the Surety's liability may be adjusted by the County of San Bernardino for lands covered by this bond which have been disturbed by the Principal, or for which all Conditions of Approval have been completed and approved by the County of San Bernardino. If the penal sum of this bond requires adjustment, it shall be by use of an Increase/Decrease Rider.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the _____ or to the work to be performed thereunder or the

(Permit Application)

specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____,

(Permit Application)

or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

The Surety will give prompt notice to the Principal, the County of San Bernardino, of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

In the event the Surety becomes unable to fulfill its obligations under the bond for any reason, notice shall be given immediately to the Principal, the County of San Bernardino.

Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, the Principal shall be deemed to be without bond coverage, and subject to enforcement actions.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their signatures and seals as of the dates set forth below.

Date _____

(Partnership - Permit tee [Principal])

(Seal) By: _____
(Signature of Partner)

Typed or Printed Name

By: _____
(Signature of Partner)

I declare under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked Power of Attorney.

(Surety Company)

(Seal) By: _____
(Signature of Attorney-in-Fact for Surety)

Typed or Printed Name

Title: _____

Executed in _____ on _____ under
(City and State) (Date)
the laws of the State of California.

(Note: Where one signs by virtue of a Power of Attorney for a Surety Company, such fully executed Power of Attorney must be filed with this bond.)

