



Development Services – Planning
8401 Laguna Palms Way • Elk Grove, California 95758
Tel: 916.478.2265 • Fax: 916.691.3175 • www.elkgrovecity.org

CITY OF ELK GROVE APPLICATION FOR TREE PERMIT

Permit No: _____

Date Submitted: _____

Rec'd by: _____ Fee _____

1. PROPERTY/TREE INFORMATION

Property Owner's Name _____

Assessor's Parcel No: _____

Property Address/Location: _____

1. Application is made for permission to remove, work within the critical root zone, top or relocate ____ # of tree(s). List type of tree(s) requested for removal

2. Reason for removal, work within the critical root zone, top or relocate tree(s):

Precise location and description of trees is shown on the attached tree survey plat, also species and size of trees. Size includes diameter measured 4½ feet above ground, approximate height and approximate canopy diameter

3. Submittal Requirements

- a. Completed and signed Application and fees paid
- b. Tree Survey Plat (use an additional page for space for sketching or additional details)

4. Departmental Review:

- a. The trees listed on #1 or those marked on the plat are the only ones to be reviewed
- b. Tree Permits are nontransferable and EXPIRES ONE YEAR from date issued.
- c. The City Planning Director will provide a written determination based on the City's Arborist report and recommendation.

Appeals of the Planning Director's determination must be appealed within ten (10) days of the date of the determination.

2. CONTACT INFORMATION

Property Owner:	Agent:
Name: _____	Name: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
City, Zip: _____	City, Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

3. AGREEMENT AND REPRESENTATIONS OF APPLICANT

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

1) Applicant(s) acknowledge and agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof.

2) Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a consent form from the owner).

3) Applicant(s) agree to defend, indemnify and hold harmless the City of Elk Grove ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

4) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application.

5) This Application shall be a public record.

6) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs.

This application is not complete, and processing of this application may not begin, until all initials and signatures are provided.

By signatures below, the parties hereto agree that the information provided herein is true and correct, and hereby agree to the terms set forth herein.

IT IS SO AGREED:

Applicant Signature

Date

Name (Print)

Property Owner Signature

Date

Name (print)

(Attach additional signature lines as may be needed for all applicants and property owners, as applicable)

SPACE FOR SKETCH OR ADDITIONAL DETAILS