TREE REMOVAL PERMIT APPLICATION FORM

Community Development Department
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3308 / Fax (408) 777-3333
planning@cupertino.org
http://www.cupertino.org/planning

Property Owner | Phone (w) | Phone (h)

X

Street Address | Fax | Cell

City, State, Zip Code | E-Mail

Project Contact Person | Phone (w) | Phone (h)

X

Street Address | Fax | Cell

City, State, Zip Code | E-Mail

Project Address | **APN (s)**

Application Requirements:

- ☐ Justification Statement: Explanation of why the tree(s) should be removed and, if needed, ISA certified Arborist report.
- ☐ Site Plan: show the location of existing/ replacement tree(s) , buildings, and improvements.
- ☐ Replacement Plan: Site plan showing a location for the replacement tree, approved by an ISA certified arborist when needed.
- ☐ Fees and Deposits

	Species	*Size (diameter at 4.5 feet from grade)*
Tree A		
Tree B		
Tree C		
Tree D		

Attach sheet for additional trees

_____ Initials *I certify that the foregoing statements are true and correct to the best of my knowledge. I understand that a misrepresentation of any submitted data may invalidate an approval by the City Council of this application. I understand that the application may be withdrawn if I, or my authorized representative, is not present at required scheduled meeting(s), unless a written request for postponement has been presented to the applicable review body.*

_____ Initials *I declare under penalty of perjury that I am the owner of said property or have Power of Attorney (attach copy) from said property owner and that I consent to the above-described application and I authorize City staff and consultants to visit the site in order to take photographs, slides and/or videotape that may be shown at city meetings.*

_____ Initials *For R1, R2, RHS, A, and A1 Zones: I understand that the replacement tree(s) will be considered protected and will require a tree removal permit if I choose to remove them in the future. I will demonstrate compliance with the approved replacement tree(s) by providing photographs to the Planning Department and will maintain replacement tree(s) to ensure survival.*

X _____

Applicant's Signature | Print Applicant Name | Date

X _____

Property Owner's Signature | Print Property Owner's Name | Date

Staff use only: (Do not write below this line)

Application accepted on _____
By _____

- ☐ Specimen Tree (between 12" and 24" DBH)
- ☐ Specimen Tree (greater than 24" DBH)
- ☐ Privacy Protection Tree
- ☐ Development Tree
- ☐ Part of a Tree Management Plan
- ☐ Heritage Tree

Revised 1/5/2017

INDEMNIFICATION CLAUSE ACKNOWLEDGEMENT

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On _____ an application was submitted to the City of Cupertino Planning Division, on
(DATE)

behalf of _____(the "Applicant"). The project, which is the subject of the

application, is located at the following address _____.

1. The Applicant agrees, as part of the application, to the fullest extent permitted by law, to indemnify, defend with attorneys of the City's choice, and hold harmless the City and its officers, employees, and agents (collectively, the "indemnified parties") from any liability, claim, action, cause of action, suit, damages, judgment, lien, levy, or proceeding (collectively referred to as "proceeding") brought by a third party against the one or more of the indemnified parties or one or more of the indemnified parties and the Applicant related to any Ordinance, Resolution, or action approving the project, the related entitlements, environmental review documents, finding or determinations, or any other permit or approval authorized for the project. This indemnification is intended to include but not be limited to damages, fees, and costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, or the parties initiating or bringing such proceeding.

2. The Applicant agrees to (without limitation) reimburse the City its actual attorneys' fees and costs incurred in defense of the litigation. Such attorneys' fees and costs shall include amounts paid to the City's outside counsel and shall include City Attorney time and overhead costs and other City staff overhead costs and any costs directly related to the litigation reasonably incurred by City. The applicant shall likewise indemnify, defend, and hold harmless the indemnified parties from and against any damages, attorneys' fees, or costs awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against the indemnified parties. The Applicant shall cooperate with the City to enter a Reimbursement Agreement to govern any such reimbursement.

3. The Applicant agrees to (without limitation) reimburse the City for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by a proceeding challenging the project approvals and related environmental review, if the Applicant desires to continue to pursue the project.

4. The Applicant agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing this Indemnification Agreement.

5. In the event that the Applicant is required to defend the City in connection with such proceeding, the City shall retain the right to approve:
   a. The attorneys selected to defend the City;
   b. All significant decisions concerning the manner in which the defense is conducted; and
   c. Any and all settlements. The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Applicant in the defense of the proceeding.

6. The defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

7. The Applicant agrees that City shall have no liability to the Applicant for business interruption, punitive, speculative, or consequential damages.

_____
Print Name, Title

X _____
Signature