



# DPW

## COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS

### REQUIRED SUBMISSION ITEMS FOR GRADING PERMIT APPLICATIONS UNDER SECTIONS 87.203, 87.205, 87.206, 87.207, 87.208, 87.218, 87.603, 87.606

**ALL PERMIT APPLICATIONS REQUIRE THE FOLLOWING:**

**GRADING PERMIT APPLICATION**

**ENDANGERED SPECIES FORM**

**FINANCIAL RESPONSIBILITY FORM**

**RIGHT OF ENTRY FORM**

IMPROVEMENT PLAN PRE-SCREENING CHECKLIST

1 COPY OF THE GRADING PLAN

PLAN CHECK INITIAL DEPOSIT

HEALTH DEPARTMENT FEE

GRADING VIOLATIONS REQUIRE A STAMP FROM DPLU CODE ENFORCEMENT AND \$500 FEE

**PLEASE CHECK ONE OF THE FOLLOWING GRADING PERMIT APPLICATION TYPES:**

- AGRICULTURAL GRADING PERMIT - SECTION 87.205  
**AGRICULTURAL ENVIRONMENTAL REVIEW QUESTIONNAIRE**  
**AGRICULTURAL GRADING STATEMENT**
- MINOR GRADING PERMIT - SECTION 87.206  
**SFD ENVIRONMENTAL REVIEW QUESTIONNAIRE**
- GRADING PERMIT - SECTION 87.207  
 COPY OF APPROVED DISCRETIONARY PLAN AND ENVIRONMENTAL DOCUMENTS
- MAJOR GRADING PERMIT - SECTION 87.208  
 NOTIFICATION PACKAGE - SECTION 87.208(11)
- TEMPORARY STOCKPILE GRADING PERMIT - SECTION 87.218  
 NOTIFICATION PACKAGE - SECTION 87.208(11)  
 PROOF OF LEGALLY DISTURBED AREA - SECTION 87.218(a)(9)  
**STOCKPILE CERTIFICATION - SECTION 87.219(b)(1)**
- WATERCOURSE GRADING PERMIT - SECTION 87.603  
 NOTIFICATION PACKAGE - SECTION 87.208(11)
- EMERGENCY WATERCOURSE GRADING PERMIT - SECTION 87.606  
 NOTIFICATION PACKAGE - SECTION 87.208(11)

**ALL EXTENSIONS REQUIRE THE FOLLOWING:**

**GRADING PERMIT APPLICATION**

**ENDANGERED SPECIES FORM**

**FINANCIAL RESPONSIBILITY FORM**

**RIGHT OF ENTRY FORM**

- GRADING PLAN APPROVAL - SECTION 87.203(c)  
 IMPROVEMENT PLAN PRE-SCREENING CHECKLIST  
 1 COPY OF THE GRADING PLAN
- GRADING PERMIT - SECTION 87.203(d)  
 COPY OF SECURITY - SECTION 87.304  
 3 COPIES OF GRADING PLANS WITH ALL CHANGES IN RED

I hereby agree to provide the indemnification as required by Chapter 2 of Division 6 of Title 8 of the San Diego County Code. I hereby acknowledge that I have read the application and state the information I have provided is correct regarding excavating and grading and the provisions and conditions of any permit issued to this application. "I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct."

Signature of Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

**This form must be completed by the time of submittal.**

**APPLICATION FOR GRADING PERMIT**

**RECORD ID:** \_\_\_\_\_

**COUNTY OF SAN DIEGO PLANNING & DEVELOPMENT SERVICES  
5510 OVERLAND AVE, SAN DIEGO, CA 92123-1666  
PHONE: (858) 694-2055**

DATE \_\_\_\_\_

Permitted Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Last Name First

Mailing Address \_\_\_\_\_  
Street City State Zip

hereby makes application for permit to grade, subject to provisions of Title 8, Division 7, of the San Diego County Regulatory Code of Ordinances. Permit revocable at option of Director, Department of Public Works when necessary.

Owner \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Last Name First

Mailing Address \_\_\_\_\_  
Street City State Zip

Engineer \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Last Name First

Mailing Address \_\_\_\_\_  
Street City State Zip

Email Address \_\_\_\_\_

Soils Engineer \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Last Name First

Supervising Engineer \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Last Name First

Mailing Address \_\_\_\_\_  
Street City State Zip

Legal Description \_\_\_\_\_  
(Portion of : Lot. No. : Map No. : ETC)

Thomas Bros.: Page \_\_\_\_\_ Coordinates \_\_\_\_\_ Grading Violation on the site: Yes \_\_\_\_\_ No \_\_\_\_\_

APN # \_\_\_\_\_ Affordable Housing Project: Yes \_\_\_\_\_ No \_\_\_\_\_

Proposed Use of Graded Site: \_\_\_\_\_

Other permits associated with this permit: \_\_\_\_\_

Special Condition(s) which are made part of this permit: \_\_\_\_\_

I hereby agree to provide the indemnification as required by Chapter 2 of Division 6 of Title 8 of the San Diego County Code. I hereby acknowledge that I have read the application and state the information I have provided is correct and agree to comply with all County Ordinances and State Regulations regarding excavating and grading and the provisions and conditions of any permit issued pursuant to this application. "I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct."

Signature of Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

**AN IRS W-9 MAY BE REQUIRED PRIOR TO ISSUANCE OF A GRADING PERMIT.**

**This form must be completed by the time of submittal.**



County of San Diego, Planning & Development Services  
**APPLICATION DEPOSIT**  
**ACKNOWLEDGEMENT AND AGREEMENT**  
 SUPPORT SERVICES DIVISION

**Do you already have an existing active Trust Account with PDS/DPW for the same site/application/project:** Yes  No

This can be through a Use Permit, Site Plan, TM, GP, or other Discretionary approval. Grading permits associated with a site that has a Discretionary permit in place should be tied to that trust account.

**Are we linking this site/application/project to the existing Trust Account:** Yes  No

If the existing Discretionary permit has been approved it should still be tied to the work being done through this action for tracking purposes.

**If linking, please provide existing Trust Account number:** \_\_\_\_\_

**No additional information is necessary and the rest of this form does not need to be completed.**

If you do not know the trust account number but know the record associated with the Use Permit, Site Plan, TM, or GP please indicate the discretionary permit number here: \_\_\_\_\_

**INTRODUCTION**

It is the policy of the County of San Diego to recover from applicants for land development approvals the full cost of processing such applications, including all time spent by County staff to review, comment, coordinate and communicate with applicants and the public on the processing of a proposed application. (See Board of Supervisors' Policy B-29: <http://www.sdcountry.ca.gov/cob/docs/policy/B-29.pdf>). For application types where processing costs vary substantially between individual applications, the County establishes a Trust Account to assure cost recovery. In such cases, an initial **deposit** is required, in an amount as set by ordinance to cover the estimated costs of the initial review (Scoping) of a project following intake of the application. In the event the estimated deposit is not sufficient to cover actual costs of the initial scoping, an additional deposit will be required. At the conclusion of scoping of the project (approximately 30 days after application), a refined project-specific estimate of total costs to process your application to completion, based upon a number of assumptions, will be provided with a complete listing of project specific issues, revisions, and studies required as deemed necessary for compliance with State and County codes and ordinances.

The cost associated with processing a discretionary permit with Planning & Development Services (PDS) varies widely depending on the type of entitlement being applied for and the complexity of the project. Estimates of processing costs for a variety of permit types have been identified based on historic data for recently completed projects. These summaries are available on the PDS website at <http://www.sandiegocounty.gov/content/dam/sdc/pds/zoning/formfields/PDS-369.pdf>. Actual cost may vary substantially from the ranges listed online due to project location, environmental issues, planning constraints, appeals or code/ordinance compliance. The applicant is required to pay all costs associated with application processing, regardless of the original estimate provided or historic costs. When the application and case closure process is complete, any remaining funds in the Trust Account will be refunded.

**AGREEMENT**

The person named below as "Depositor" is herewith depositing, or has previously deposited with the County of San Diego the sum of \$ \_\_\_\_\_ for the initial review (Scoping) of the following application being filed with the County:

----- OFFICIAL USE ONLY -----

Said deposit and any subsequent deposits are made on behalf of the person, corporation or partnership named below as the "Financially Responsible Party". With reference to said application and deposits, Depositor and Financially Responsible Party hereby acknowledge and agree as follows:

**5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 694-8985 • (858) 694-2055**  
<http://www.sdcountry.ca.gov/pds>





**County of San Diego, PDS, Support Services Division**  
**APPLICATION DEPOSIT ACKNOWLEDGEMENT AND AGREEMENT**

*Continued*

1. Said initial deposit and any subsequent deposits shall be held by the County in an account under the name of Financially Responsible Party, and Financially Responsible Party shall be considered the owner of all funds in said account, and Depositor (if different from Financially Responsible Party) releases any interest in said funds. Except as provided below, any funds remaining in said account at the completion of work shall be refunded to the Financially Responsible Party at the address below. In the case that the Financially Responsible Party transfers ownership of the subject property and wishes to transfer responsibility of the Trust Account to the new owner, a Change of Financial Responsibility form must be completed to authorize transfer of ownership of funds in said account. The Financially Responsible Party may contact the Trust Account Customer Service Unit at: [PDSDevDep@sdcounty.ca.gov](mailto:PDSDevDep@sdcounty.ca.gov) or by calling (858) 694-2320 to request the form
  
2. All costs incurred by the County in processing said application, including overhead, whether within or over the amount of project-specific estimate provided at the conclusion of the initial Scoping of the project (typically 30 days), shall be paid by the Financially Responsible Party. This is the Financially Responsible Party's personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in Financially Responsible Party's business organization, or any other reason. As work proceeds on an application, actual County costs, as established by County Ordinance, will be recorded and invoiced against the deposit account. County is authorized to deduct such costs from said deposits at such times and in such amounts as County determines. The County may allow incremental deposit submittals by the Financially Responsible Party over the course of the project processing such as **prior** to each submittal, public review, and hearing(s), as applicable to the permit. "Costs incurred by the County" as identified in this paragraph may include costs for the services of an outside contractor. Where the County determines it is necessary to engage the services of an outside contractor or other County Departmental staff to assist with application processing, costs for such services are to be paid by the Financially Responsible Party in the same manner identified above. If the Financially Responsible Party withdraws an application not involving a violation of a County ordinance, County will cease processing of the application within one day and will proceed with the case closure process. The Financially Responsible Party is responsible for all case closure costs. Case closure costs will be minimized to the maximum extent practicable.
  
3. If it is determined that the estimated cost provided in the original cost estimate will not be adequate to cover all costs associated with application processing, the estimate will be refined and additional monies may be required. County may make a written demand for additional deposit(s) and the Financially Responsible Party shall deposit with County such additional sums demanded within 14 days of the date of County's request. If Financially Responsible Party fails to deposit such additional sums within said period, County staff will cease work on said application until such funds have been deposited. If no deposit is received within 30 days, the County may forward said application to the appropriate decision-maker with a recommendation for denial. The application will not be finalized for hearing or decision until required deposits are paid in full. If at any point in the processing of the project, the deposit account becomes depleted, County staff shall stop work on the project until sufficient funds are restored. When the processing of the application is completed, any unused amount in deposit account will be refunded.
  
4. If the amount of costs incurred by County exceeds the amount of funds on deposit, and the Financially Responsible Party has failed to pay County sufficient funds to cover said deficit after demand, County may, in addition to ceasing work on said application, take any or all of the following actions:
  - (a) cease work and refer the account to the County's collection agency;
  - (b) commence suit or pursue any other legal or equitable remedies available to it.
  
5. If County commences suit to recover any deficit in processing costs, the party prevailing in such suit shall be entitled to recover as costs from the other party its costs of litigation, including reasonable attorneys' fees.

**5510 OVERLAND AVE, SUITE 110, SAN DIEGO, CA 92123 • (858) 694-8985 • (858) 694-2055**  
**<http://www.sdcounty.ca.gov/pds>**



**County of San Diego, PDS, Support Services Division  
APPLICATION DEPOSIT ACKNOWLEDGEMENT AND AGREEMENT**

*Continued*

**FINANCIALLY RESPONSIBLE PARTY**

The information of the Financially Responsible Party provided below must be 100% accurate. All Developer Deposit customer statements and refund checks, if any, will be mailed to the name and address stated below. If the information stated on this form is inconsistent with our system, then the Financially Responsible Party must clarify and correct before the application can be accepted.

**If the Financially Responsible Party is a Company or Organization please complete below** (additional information may be required if an agent signed this form);

Company/Business/Trust Name: \_\_\_\_\_

If Attention/Care of/Doing Business as: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**If the Financially Responsible Party is an Individual please complete below:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**I have read this form and understand all funds deposited into the Trust Account are owned by and any refund will be sent to the Financially Responsible Party (FINRESP) listed above.** I understand and agree that the Financially Responsible Party is responsible for payment of all fees associated with this project including all hourly or other fees which may accrue during the review and/or post-issuance whether the permit is issued or whether the application is canceled or denied before the permit is issued.

Financially Responsible Party Name (Print): \_\_\_\_\_

Financially Responsible Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Did you know you can request access to your Trust Account online**—which allows you to review charges, make deposits, and see your account balances—in real time? Please go to <http://www.sandiegocounty.gov/content/sdc/pds/AccelaUpdates.html> for additional instruction.

----- OFFICIAL USE ONLY -----				
Trust Account No.		-		-
Associated Records:				
Associated Records:				



**County of San Diego, PDS, Support Services Division  
APPLICATION DEPOSIT ACKNOWLEDGEMENT AND AGREEMENT**

*Continued*

**--- OFFICIAL USE ONLY ---**

**Trust Account #**

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Reference Contact ID

Trust Account Type

Unique Identifier

The Trust Account shown above has been linked to the following Records ID(s):

Counter Staff: \_\_\_\_\_

**Trust Account Types**

A	PDS	Cash Guarantees for Resource Management Plans		N	ALL	Future Use - Dept Trust Account Type
B	PDS	Cash Guarantees for Model Homes		O	DEH	Hazardous Materials Division (HMD)
C	PWS	Construction & Demolition Recycling		P	DPW	Cash guarantee for Prior-to-Occupancy
D	ALL	DEH, PKS, PDS, PDS LD, PWR, PWW -- Trust Accounts		Q	DEH	Cash guarantee for Land & Water Quality Well Bond (LWQD Well Bond)
E	DEH	Land & Water Quality (LWQD PP)		R	DPW	Cash guarantee for Right-Of-Way
F	DPW	Cash guarantee for Future Improvements		S	DPW	Cash guarantee for SWMP Maintenance Agreement
G	DPW	Cash guarantee for Grading		T	PDS	Cash guarantee for Misc. PDS Guarantees
H	PDS	Cash guarantee for Health Care Trailers		U	DPW	Cash guarantee for Improvements Labor & Maintenance and Faithful Performance
I	PDS	Cash Guarantees for Defense and Indemnity Agreement		V	DPW	Cash guarantee for Misc. DPW Guarantees
J	DEH	Land & Water Quality Site Assessment Mitigation (LWQD SAM)		W	DPW	Cash guarantee for Lien Contract
K	DEH	Community Health Division (CHD)		X	DPW	Cash guarantee for Restoration
L	PDS	Cash Guarantees for Landscape / Re-Vegetation Plans		Y	ALL	Future Use - Dept Trust Account Type
M	PDS	Cash Guarantees for Surface Mining and Inspection		Z	ALL	Future Use - Dept Trust Account Type



## GRADING PERMIT \_\_\_\_\_

Right-of-Entry - Permission is hereby granted to the County of San Diego, or its authorized representatives, agents, employees, contractors or volunteers (all of whom shall be considered included in references to "County"), to enter upon the undersigned Permittee's property for the purpose of inspecting the site, performing corrective action or taking such steps as the County deems necessary to ensure that the permitted activity is undertaken in accordance with any applicable Federal, State or local laws.

Hold Harmless - The undersigned Permittee understands and agrees to defend, indemnify and hold harmless the County and its directors, officers, employees, contractors and volunteers against any and all claims, demands, liability, judgments, awards, fines, losses, damages, expenses, charges, liens or costs of any kind or character, including attorneys fees, expert witness fees and court costs (collectively Claim or Claims), which arise out of or are in any way connected to the County's entry onto, inspection of or performance of corrective action on the Permittees property, any work undertaken by Permittee in accordance with this permit, or the use of any patent or patented article in connection with any permitted construction or repair work, arising either directly or indirectly from any act, error, omission or negligence of the Permittee or Permittees officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County. Permittee shall have no obligation, however, to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County. Permittee further agrees to provide any defense and indemnification required by the County Board of Supervisors pursuant to Chapter 2 of Division 6 of Title 8 of the San Diego County Code of Regulatory Ordinances.

Participation In Defense - At its sole discretion, County shall have the right but not the obligation to participate at its own expense in the defense or settlement of any Claim, but such participation shall not relieve the Permittee of its obligation to defend and indemnify the County. Should the Permittee fail to defend and indemnify County and/or to perform any other obligation imposed under this permit, the County may discontinue the defense of any such Claim. In the event that the County becomes aware that a Claim is brought, the County agrees to notify the Permittee in writing and cooperate fully in the defense. Upon receipt of such notification, the Permittee shall assume the defense of the Claim, including the employment of counsel reasonably satisfactory to County, and the prompt payment of the fees and disbursements of such counsel. If the County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if the Permittee fails to promptly assume the defense of the Claim or to promptly employ counsel reasonably satisfactory to County, then the County may employ separate counsel to represent or defend the County against such Claim, and the Permittee shall pay the reasonable fees and disbursements of such counsel within 30 days of receiving an itemized billing therefore.

**Release** - Permittee forever waives, releases and relinquishes all rights and Claims of whatever kind, character or origin, known or unknown, suspected or unsuspected, which it may have against the County with respect to any injury, death, loss or damage to real or personal property, arising out of the performance of the permitted activity or the County's exercise of its right-of-entry, including all rights and Claims with respect to any actual or alleged negligent act or omission to act of the County. Permittee hereby expressly agrees that the foregoing waiver, release and relinquishment of rights and Claims is given with full knowledge of the provisions of California Civil Code Section 1542 and with the intention that such waiver, release and relinquishment is intended to and shall extend to waive the benefits of the provisions of Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

**Multiple Permittees** - Any and all references to the Permittee in this document shall be deemed to mean and include each and every undersigned Permittee or Owner. All such undersigned Permittees and Owners shall be jointly and severally liable to County for each and every obligation imposed by this document on the Permittee.

\_\_\_\_\_  
Permittee/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee/Owner

\_\_\_\_\_  
Date



**NOTIFICATION OF THREATENED SPECIES LISTING OF THE  
CALIFORNIA GNATCATCHER  
UNDER THE FEDERAL ENDANGERED SPECIES ACT OF 1973**

On March 25, 1993, the United States Department of the Interior listed the California gnatcatcher as a “threatened species”, requiring Federal protection of the songbird under the provisions of the Endangered Species Act of 1973 and all amendments thereto. Please be informed that the coastal sage scrub and other habitats upon which this species depends is located throughout many areas of San Diego County. It is the responsibility of all persons anticipating development activities in these areas that may adversely affect this species to comply with the provisions of the Endangered Species Act.

The Act prohibits anyone from “taking” a gnatcatcher, which includes killing, harming, or harassing the species, or destruction of its habitat. By proposing a Section 4(d) rule under the Act, Secretary Babbitt has indicated his intention to allow the U.S. Fish and Wildlife Service to define conditions associated with certain land use activities under which take of a gnatcatcher would not be a violation of the Act. If there is a possibility of the presence of gnatcatchers or gnatcatcher habitat on your property, you are advised to contact the local office of the U.S. Fish and Wildlife Service for specific advice and information.

**NOTICE**

It is the applicant’s responsibility to determine whether the subject property contains a coastal sage scrub plant community. Such a plant community is habitat for the Coastal California gnatcatcher. The Federal Government recently listed the gnatcatcher as a threatened species under the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.). THE LISTING MAY RESULT IN AN APPLICANT’S INABILITY TO PROCEED WITH HIS/HER PROJECT WITHOUT A PERMIT FROM THE FEDERAL GOVERNMENT IF THE SPECIES OR ITS HABITAT ARE PRESENT ON THE PROJECT SITE. It is advisable to contact the United States Fish and Wildlife Service to determine the applicability of the prohibitions under the Act to each applicant’s property. THE ISSUANCE OF THIS PERMIT BY THE COUNTY OF SAN DIEGO DOES NOT AUTHORIZE THE APPLICANT FOR SAID PERMIT TO VIOLATE ANY FEDERAL, STATE OR COUNTY LAWS, ORDINANCES, REGULATIONS OR POLICIES INCLUDING BUT NOT LIMITED TO THE FEDERAL ENDANGERED SPECIES ACT AND ANY AMENDMENTS THERETO.

I hereby acknowledge by my signature that I have read and understand this notice.

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Applicant/Owner

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Date

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Property Address

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Assessor Parcel Number(s)

**This form must be completed by the time of submittal.**

**ENVIRONMENTAL REVIEW QUESTIONNAIRE FOR  
DEPARTMENT OF PUBLIC WORKS  
GRADING PERMITS ASSOCIATED WITH ONE SINGLE-FAMILY RESIDENCE**

APPLICANT'S NAME: \_\_\_\_\_

ASSESSOR'S PARCEL NUMBER: \_\_\_\_\_

**Circle One**

YES NO Is your project located on a hazardous waste site that is included on any list compiled pursuant to Section 65962.5 of the Government Code? Please consult the San Diego County List of Hazardous and/or Substance Sites available at the DPW.

YES NO Will your project involve the demolition or modification of a structure(s) greater than 50 years in age? (If yes, please supply picture(s) of structure.)

YES NO Will your project disturb an archaeological resource such as rock art, grinding and milling features, or artifacts.

YES NO Has your project undergone previous environmental review as part of a previous Subdivision or Use permit? If yes, please supply the associated project name and permit numbers: \_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct:

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Environmental Review Questionnaire For Agriculturally Related Grading Permits

APPLICANT'S NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

APPLICANT'S MAILING ADDRESS: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

SITE ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

ASSESSOR'S PARCEL NUMBER: \_\_\_\_\_

PARCEL SIZE (AC): \_\_\_\_\_ APPROXIMATE SIZE OF AREA TO BE GRADED: \_\_\_\_\_

PROVIDE A DESCRIPTION OF PAST AGRICULTURAL USE (Within the past 5 years):

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PROVIDE SUPPORTING DOCUMENTATION TO SHOW PAST AGRICULTURAL USE OF SITE:

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PROVIDE A DESCRIPTION OF PROPOSED AGRICULTURAL USE:

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APPROXIMATE QUANTITY OF EARTH TO BE MOVED: \_\_\_\_\_

WILL ANY MATERIAL BE IMPORTED? \_\_\_\_\_ QUANTITY? \_\_\_\_\_

WILL ANY MATERIAL BE EXPORTED? \_\_\_\_\_ QUANTITY? \_\_\_\_\_

**This form must be completed by the time of submittal for an agricultural permit.**

**Circle One**

YES NO Is your project located on a hazardous waste site that is included on any list compiled pursuant to Section 65962.5 of the Government Code? Please consult the San Diego County List of Hazardous and/or Substance Sites available at the DPW or Building Counter.

YES NO Will your project involve the demolition or modification of a structure(s) greater than 50 years in age? (If yes, please supply picture(s) of structure.)

YES NO Will your project disturb an archaeological resource such as rock art, grinding and milling features, or artifacts.

YES NO Will any watercourse or natural swale be affected or will the clearing take place within 200 feet of a watercourse or natural swale?

YES NO Does the project propose 40 acres or more to be graded in an area that has been previously legally disturbed, (e.g. has been legally graded in the past for agriculturally related operations)? If so, please provide evidence such as a grading permit number or an agricultural exemption number.

YES NO Does the project propose 20 acres or more to be graded in an area that has NOT been previously legally disturbed?

Has your project undergone previous environmental review as part of a previous Subdivision or Use permit? If yes, please supply the associated project name and permit numbers: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct:

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Date \_\_\_\_\_

I certify the following:

1. It is my intention to grade for the specified agricultural operation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

to continue or establish the agricultural operation within one year and to retain the land in agriculture (including changing crops and fallowing for the specified agricultural operation for at least five years (ten years if the land is located within the "MSCP Subarea" as defined in Section 87.803) from the date the permit is issued.

2. I agree to take no action to change from the specified agricultural operation to a different type of land use for the period of the time stated in above paragraph; and

3. I acknowledge the County will deny any application for any non-agricultural land development, for a period of five years (ten years if the land is located within the "MSCP Subarea" as defined in Section 87.803) following the date the grading permit is issued.

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Signature of Owner \_\_\_\_\_

**This form must be completed by the time of submittal for an agricultural permit.**

Date \_\_\_\_\_

I certify the following:

1. It is my intention to grade for stockpiling and that the fill material is for use exclusively on site.

2. It shall not exceed 18 months (or such shorter period as the County Official may require in the permit) from the date any stockpiled material is initially placed, to the date all material has been removed; and

3. I acknowledge that it will involve only material for use on the site, not for export, sales or borrow operations.

4. The ultimate use of the stockpiled material shall be \_\_\_\_\_  
\_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Signature of Owner \_\_\_\_\_