

EXHIBIT "A"

CONDITIONS OF APPROVAL FOR THE PROJECT ON PROPERTY AT

Address & Application #
Brief Description

Standard List of Conditions of Approval
CELLULAR WIRELESS FACILITY

1. If one or more of the following conditions is not met with respect to all its terms, then this approval may be revoked.
2. All plans for future construction which are not covered by this review shall be submitted to the City Planning and Community Development Department for review and approval.
3. This permit shall be exercised within three (3) years of the date of final approval, or it shall become null and void.
4. If, upon exercise of this permit, this use is at any time determined by the Zoning Administrator to be incompatible with the surrounding neighborhood, revocation of, or amendment to, this permit by the Planning Commission could occur.
5. The use shall meet the standards and shall be developed within limits established by Chapter 24.14 of the Santa Cruz Municipal Code as to the emission of noise, odor, smoke, dust, vibration, wastes, fumes or any public nuisance arising or occurring incidental to its establishment or operation.
6. The applicant shall be responsible for the completeness and accuracy of all forms and supporting material submitted in connection with any application. Any errors or discrepancies found therein may result in the revocation of any approval or permits issued in connection therewith.
7. All final working drawings shall be submitted to the Zoning Administrator for review and approval in conjunction with building permit application.
8. The development of the site shall be in substantial accordance with the approved plans dated **[insert date]** on file in the Department of Planning and Community Development of the City of Santa Cruz. All aspects of construction must be completed prior to occupancy. Major modifications to plans or exceptions to completion may be granted only by the City authority which approved the project.
9. Final colors shall be approved by the Zoning Administrator prior to building permit issuance.
10. All requirements of the **[insert departments]** shall be completed prior to occupancy.

11. All new mechanical equipment and appurtenances, including gas and water meters, electrical boxes, roof vents, air conditioners, antennas, etc. visible from the public way and from adjacent properties, shall be screened with material compatible with the materials of the building and shall be subject to the approval of the Zoning Administrator.
12. If at any time a new wireless telecommunications provider takes over operation of an existing wireless telecommunications facility, the new wireless telecommunications provider shall notify the Planning and Community Development Department of the change in operation within thirty (30) days and the required and approved signs shall be updated within thirty (30) days to reflect the name and phone number of the new wireless telecommunication provider. The colors, materials and design of the updated signs shall match those of the required and approved signs.
13. All wireless telecommunications facilities, including, but not limited to, antennas, towers, equipment, cabinets, structures, accessory structures, and signs shall be maintained by the wireless telecommunication provider in good condition. This shall include keeping all wireless telecommunications facilities graffiti-free and maintaining security walls/fences in good condition. All graffiti must be removed as soon as practicable, and in no instance more than 72 hours from the time of notification by the city.
14. All wireless telecommunications facilities shall be reviewed by an electrical engineer licensed by the State according to the following guidelines:
 - Within forty-five days of initial operation or modification of a wireless telecommunications facility, the wireless telecommunications provider shall submit to the zoning administrator a written certification by an electrical engineer licensed by the state that the wireless telecommunications facility, including the actual radio frequency radiation of the facility, is in compliance with the application submitted, any conditions imposed, and all other provisions of this chapter in order to continue operations past the forty-five-day period. At the wireless telecommunications provider's expense, the zoning administrator may employ on behalf of the city an independent technical expert to confirm and periodically reconfirm compliance with the provisions of this chapter.
 - Every wireless telecommunications facility shall demonstrate continued compliance with all radio frequency standards adopted by the Federal Communications Commission. The wireless telecommunications provider shall hire a professional engineer registered in the State of California, and approved by the Zoning Administrator to measure the actual radio frequency radiation of the approved facility and determine if it meets the Federal Communications Commission's standards. A report of all calculations required measurements, and the engineer's findings with respect to compliance with the Federal Communications Commission standards shall be submitted to the Zoning Administrator every three (3) years thereafter. In the case of a change in standards,

the required report shall be submitted within ninety (90) days of the date the said change becomes effective. In order to assure the objectivity of the analysis, the City may require, at the wireless telecommunications provider's expense, independent verification of the results of any analysis. If a wireless telecommunications provider fails to supply the required reports or remains in continued noncompliance with the Federal Communications Commission standard, the Zoning Administrator may schedule a public hearing to consider revocation of the permit. After conducting the hearing, if the hearing body determines that the wireless telecommunications provider has failed to supply the required reports or remains in continued noncompliance, the hearing body may modify or revoke all approvals.

15. Wireless telecommunications providers shall provide the City with a notice of intent to vacate a site a minimum of thirty (30) days prior to the vacation.
16. A new permit shall be required if a site is to be used again for the same purpose as permitted under the original permit if a consecutive period of six (6) months have lapsed since cessation of operations.
17. All equipment associated with a wireless telecommunications facility shall be removed by the property owner after cessation of the said use for more than six (6) consecutive months, and the site shall be restored to its original pre-construction condition. An exception to this subsection may be made by the Zoning Administrator for one extension of up to twelve (12) months if the property owner continues to make a good faith attempt to sell or lease the property as a wireless telecommunications facility site, as certified by a licensed real estate broker who is under contract with a right to sell or lease the property.
18. Any wireless telecommunications provider that is buying, leasing, or considering a transfer of ownership of an already approved facility shall submit a letter of notification of intent to the Zoning Administrator.
19. In the event that the original permittee sells its interest in a wireless telecommunications facility, the succeeding carrier shall assume all responsibilities concerning the project and shall be held responsible to the City for maintaining consistency with all project conditions of approval, including proof of liability insurance. A new contact name for the project shall be provided by the succeeding carrier to the Planning and Community Development Department within 30-days of transfer of interest of the facility.
20. Where technically, legally, and fiscally feasible, co-location of new wireless telecommunications facilities onto existing telecommunications ground-mounted and freestanding monopole towers shall be required. Co-location may require that height extensions be made to existing towers or wireless telecommunications facilities to accommodate additional users or may involve constructing new multi-user facilities that replace existing single-user capacity towers.

21. The use of exterior lighting shall be manually operated and used only during night maintenance checks and emergencies unless specifically required by the Federal Aviation Administration or other governmental agencies. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security and safety and in all instances be designed so as to avoid glare and illumination of adjacent properties.
22. Wireless telecommunications providers shall be strictly liable for any and all sudden and accidental pollution and gradual pollution from the usage of their wireless telecommunications facilities within the City. This liability shall include responsibility for clean-up, injuries or damages to persons or property. Additionally, wireless telecommunications providers shall be responsible for any sanctions, fines or other monetary costs imposed as a result of the release of pollutants from their operations.
23. Wireless telecommunications providers shall be strictly liable for any and all damages resulting from electromagnetic waves or radio frequency emissions in excess of the current Federal Communication Commission's standards.
24. Applicant's/Property Owner's Duty to Defend, Indemnify, and Hold Harmless.
 - a. Applicant and Property Owner agree to defend, indemnify, and hold harmless the City, its officials, officers, employees, attorneys, and agents (the "City Parties") from and against all liabilities, losses, liens, damages, judgments, costs, and expenses, including, without limitation, reasonable attorney's fees ("Losses"), arising in any way related to this Project.
 - b. Applicant and Property Owner agree to defend, indemnify, and hold harmless City, its officials, officers, employees, attorneys, and agents ("City Parties") from and against any and all claims, demands, actions, and proceedings (collectively, "Actions") brought against the City, its officials, officers, employees, attorneys, or agents to attack, set aside, void, or otherwise modify the decision on the Project, permit decision, or environmental review related to the Project; or Actions alleging failure to comply with the requirements of any federal, state, or local laws, including, but not limited to, CEQA, general plan, or zoning requirements related to the Project. The defense and indemnification obligation includes reimbursing the City for any and all costs incurred in connection with such Actions, including but not limited to, costs of suit, expenses, payment of attorney's fees, City staff costs, court costs, damages, liabilities, judgments, and settlement costs.
 - c. Applicant and Property Owner shall also defend, indemnify and hold harmless City Parties for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, general plan amendment, or ordinance) if made necessary by said Actions and if the Applicant or Property Owner seeks to pursue securing such approvals and/or clearances, after

initiation of the Actions, which are conditioned on the approval of these documents.

- d. City shall notify Applicant and Property Owner of any such Actions and City agrees to cooperate in the defense of the Actions. Upon receipt of such notification, Applicant and/or Property Owner shall assume the defense of the Actions, including the employment of counsel reasonably satisfactory to the City. In the event of a conflict of interest, City may employ separate counsel to represent the City; and Applicant and/or Property Owner agrees to pay for the reasonable attorneys' fees and costs of the City's separate counsel.
- e. Applicant and Property Owner agree that City may, at its sole discretion, participate in the defense of such Actions; but such participation shall not relieve Applicant or Property Owner of any of the obligations herein to defend, hold harmless, and indemnify the City Parties. If the City Attorney's Office participates in the defense, all of the City Attorney's Office fees and costs, and City staff costs, shall be paid by the Applicant and/or Property Owner.
- f. In the event that Applicant and/or Property Owner is required to defend City in connection with any Actions, City shall retain the right to reasonably approve: the counsel to so defend City; all significant decisions concerning the manner in which the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld but which is contingent on the approval of the City council.
- g. Applicant and Property Owner agree to reimburse and indemnify the City for all of City's costs, fees, including attorney's fees and costs, staff costs, and damages incurred in enforcing these provisions to defend, hold harmless, and indemnify the City Parties.
- h. Applicant's and Property Owner's duty to indemnify and hold harmless shall not apply to the extent such Actions or Losses are caused by the gross negligence or willful misconduct of the City Parties. Applicant's and Property Owner's obligation to defend shall arise regardless of any claim or assertion that City Parties caused or contributed to the Losses.
- i. The obligations of Applicant and Property to defend, indemnify, and hold harmless the City Parties, are joint and several.
- j. [The obligations in this section shall survive the expiration or termination of these conditions of approval.]

