

EXHIBIT "A"

CONDITIONS OF APPROVAL FOR THE PROJECT ON PROPERTY AT

Address & Application #
Brief Description

Standard List of Conditions of Approval **MINOR LAND DIVISION**

1. A copy of the recorded deed of the new parcel shall be submitted to the Department of Planning and Community Development of the City of Santa Cruz.
2. A parcel map showing the original parcel and the parcels being created by the subdivision, with pertinent supporting data, shall be filed with the Public Works Department with the appropriate recording fees as set by the County Recorder. Said parcel map shall be a reproducible tracing prepared by a licensed land surveyor or a registered civil engineer.
3. This permit shall be exercised within twenty-four (24) months of the date of final approval, unless extended by city ordinance or state law, or it shall become null and void.
4. The applicant shall dedicate to the City of Santa Cruz, that portion of the subject property which is necessary for street widening or other purposes, as determined by the Department of Public Works.
5. The applicant shall execute an agreement with the City of Santa Cruz not to protest any assessment district for the future improvement of **[insert improvement(s)]**. Said agreement shall be filed with the Public Works Department.
6. The applicant shall apply to the Public Works Department for the segregation of any and all existing assessment upon the subject property, at the time of submission of the parcel map.
7. Prior to recordation of the parcel map, the applicant shall submit improvement plans for review and approval as required by the Department of Public Works, or an improvement agreement shall be entered into with the City Council, together with the necessary improvement security as set forth in Chapter 23.24 of the Subdivision Ordinance. The plans shall include but not be limited to:
 - Undergrounding of utilities.
 - Installation or repair of curbs, gutters and sidewalks.
 - Streetlights as necessary along the project frontage.
8. Appropriate permit(s) shall be obtained to complete necessary onsite and offsite improvements including but not limited to, installation of sewer lines, water systems, and fire hydrants. Testing must also be conducted to satisfy the requirements of the

Fire, Public Works, and Water Departments, prior to the issuance of building permits to construct the building(s).

9. All street improvements, as required by the Public Works Department (i.e., curbs, gutters, sidewalks, paving, etc.), shall be completed prior to the issuance of further permits; and a bond shall be posted with the Public Works Department to secure construction of such street improvements.
10. In accordance with the State Subdivision Map Act, the Zoning Administrator has imposed the foregoing requirements, because it finds that such construction is necessary for reasons of public health and safety and/or because the required construction is a necessary prerequisite to the orderly development of the surrounding area.
11. These conditions are in addition to those specified by application no. **[insert CP#]**.
12. **[For sites located on coastal bluffs or on West Cliff Drive]:** Prior to issuance of a building permit, the property owner shall file with the county recorder a deed restriction stating that:
 - a. Coastal Hazards Risk. By acceptance of the **[insert permit type]** Permit CP **[insert CP permit #]** issued on **[insert date]**, 2024 by the City of Santa Cruz, the Permittee acknowledges and agrees on behalf of themselves and all successors and assigns, to all of the following:
 - i. Coastal Hazards. That the site is subject to coastal hazards including but not limited to episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, tsunamis, tidal scour, coastal flooding, landslides, bluff and geologic instability, bluff retreat, liquefaction and the interaction of same, many of which will worsen with future sea level rise.
 - ii. Assume Risks. To assume the risks to the Permittee and the property that is subject of this CDP of injury and damage from such coastal hazards in connection with this permitted development
 - iii. Waive Liability. To unconditionally waive any claim of damage or liability against the City, its officers, agents, and employees for injury or damage from such coastal hazards.
 - iv. Indemnification. To indemnify and hold harmless the City, its officers, agents, and employees with respect to the City's approval of the development against and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such coastal hazards.
 - v. Property Owners Responsible. That any adverse effects to the property caused by the permitted development shall be fully the responsibility of the property owners.

- vi. **Services and Access Not Guaranteed.** That the City may, due to the nature of the coastal hazards or other related circumstances, cease to provide access or services to the subject property; that any costs related to the provision of new or relocated access or services to the property, should the City cease to provide access or services in the manner approved through the initial Planning, Building, and Public Works permits associated with the Coastal Development Permit approval referenced herein, shall be the responsibility of the Permittee or successors and assigns; and that the same risk, liability, and indemnification criteria outlined above shall apply to the City's cessation or relocation of access or services.
- 13. Prior to the issuance of a building permit, the applicant shall pay park dedication fees based on the final building permit plans.
- 14. **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.]