

ERRATA

Agenda Item No. VIII.B

Appeal of Hearings Officer Issued Permit for a Verizon Wireless Monopine, 1360 Ski Run Boulevard, South Lake Tahoe, CA, Assessor's Parcel Number (APN): 025-580-007, Project File No. ERSP2019-0389, Appeal File No. ADMIN2021-0034

5. Prior to security release photos shall be provided to TRPA taken during the construction of any subsurface BMP's or of any trenching and backfilling with gravel.
6. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.
7. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
8. Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. The site shall be designed to avoid disturbance to rock outcrops and to minimize vegetation removal and maintain the natural slope of the project site.
9. TRPA reserves the right to amend any portion of this permit or construction operation while in progress if it is determined that the project construction is causing significant adverse effects.
10. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements (including any increase in tower operational capacity or signal characteristics such as frequency or strength), regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.