

CONDITIONS OF APPROVAL

(As modified by the North Valley Area Planning Commission at its meeting on February 4, 2021)

Administrative Conditions of Approval

1. **Approvals, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning for placement in the subject file.
2. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
3. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.
4. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
5. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
6. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety
7. **Corrective Conditions.** The authorized use shall be conducted at all time with due regards to the character of the surrounding district, and the right is reserved to the North Valley Area Planning Commission, or the Director pursuant to Section 12.27.1 of the Municipal Code to impose additional corrective conditions, if in the Commission's or Director's opinion such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
8. **Expedited Processing Section.** Prior to the clearance of any conditions, the applicant shall show proof that all fees have been paid to the Department of City Planning, Expedited Processing Section.
9. **Los Angeles Unified School District (LAUSD).** LAUSD's Transportation Branch must be contacted at (213) 580-2950 regarding the potential impact upon existing school bus routes. The Project Manager or designee will have to notify the LAUSD Transportation Branch of the expected start and ending dates for various portions of the project that may affect traffic within nearby school areas.

- a. School buses must have unrestricted access to schools.
- b. During the construction phase, truck traffic and construction vehicles may not cause traffic delays for our transported students.
- c. During and after construction changed traffic patterns, lane adjustment, traffic light patterns, and altered bus stops may not affect school buses' on-time performance and passenger safety.
- d. Construction trucks and other vehicles are required to stop when encountering school buses using red-flashing-lights must-stop-indicators per the California Vehicle Code.
- e. Contractors must install and maintain appropriate traffic controls (signs and signals) to ensure vehicular safety.
- f. Contractors must maintain ongoing communication with LAUSD school administrators, providing sufficient notice to forewarn children and parents when existing vehicle routes to school may be impacted.
- g. Parents dropping off their children must have access to the passenger loading areas.
- h. Contractors must maintain ongoing communication with LAUSD school administrators, providing sufficient notice to forewarn children and parents when existing pedestrian routes to school may be impacted.
- i. Contractors must maintain safe and convenient pedestrian routes to all nearby schools. The District will provide School Pedestrian Route Maps upon your request.
- j. Contractors must install and maintain appropriate traffic controls (signs and signals) to ensure pedestrian and vehicular safety.
- k. Haul routes are not to pass by any school, except when school is not in session.
- l. No staging or parking of construction-related vehicles, including worker-transport vehicles, will occur on or adjacent to a school property.
- m. Funding for crossing guards at the contractor's expense is required when safety of children may be compromised by construction-related activities at impacted school crossings.
- n. Barriers and/or fencing must be installed to secure construction equipment and to minimize trespassing, vandalism, short-cut attractions, and attractive nuisances.
- o. Contractors are required to provide security patrols (at their expense) to minimize trespassing, vandalism, and short-cut attractions.

10. Inadvertent Discovery.

- a. In the event that Native American cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards retained by the applicant shall assess the find. The Fernandeano Tataviam Band of Mission Indians and consulting Tribes shall be contacted to consult if any such find occurs. The archaeologist shall complete all relevant California State Department of Parks and Recreation (DPR)

523 Series forms to document the find and submit this documentation to the applicant, Lead Agency, Fernandefio Tataviam Band of Mission Indians, and consulting Tribes.

- b. The Lead Agency and/or applicant shall, in good faith, consult with the Fernandefio Tataviam Band of Mission Indians on the disposition and treatment of any Tribal Cultural Resource encountered during the Project grading/excavation.
- c. If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County coroner shall be contacted. If the human remains are determined to be Native American in origin by the County coroner, the applicant shall immediately notify the Lead Agency, the Fernandefio Tataviam Band of Mission Indians, and consulting Tribes.

11. Indemnification and Reimbursement of Litigation Costs.

Applicant shall do all of the following:

- a. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of, in whole or in part, the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- b. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of, in whole or in part, the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
- c. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- d. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- e. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions include actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.