

## CONDITIONS OF APPROVAL

### Entitlement Conditions

1. **Use.** Use of the subject property shall be limited to the use and area provisions of the C2 zone as defined in Section 12.14 of the Municipal Code. All automotive uses prohibited in Section 12.22.A.28.b shall also be prohibited.
2. The project shall be executed with the following architectural features:
  - a. No wall signs or canopy signs shall be installed. Sign details for all wall signs and canopy signs shall be submitted for HPOZ review and approval.
  - b. No pole sign shall be installed. Any existing pole sign structure installed without building permits shall be removed.
  - c. Sign details for any sign type proposed for the landscape planter at the corner facing the intersection of Adams Blvd. and Normandie Ave. shall be submitted for HPOZ review and approval.
  - d. No signage of any type shall be installed on the exterior or on the interior of the glazing of the food store building.
  - e. Pedestrian paths leading across the site and/or from the sidewalk to the food store building shall be comprised of pebbled concrete that is different from the concrete paving of the site.
  - f. The community bulletin board shall be comprised of sheet metal, painted a tan color, and shall include lettering that clearly labels it, "Community Bulletin Board."
  - g. The aluminum storefront system shall be a dark bronze color, and the metal louvers across the top of the glazing shall be a dark gray color. Earth tone colors shall be used for other surfaces.
  - h. All areas of new or replaced sidewalk shall be constructed in the original historic sidewalk panel pattern, as found on nearby portions of Adams Boulevard and Normandie Avenue.
3. *Prior to the issuance of a building permit*, the applicant shall submit the two final sets of architectural/construction drawings that have been reviewed by LADBS plan check engineers, as well as two additional sets of architectural drawings for final review and approval by Department of City Planning staff (four sets of plans total). Final drawings shall substantially resemble the Approved Exhibit B (or any subsequent Modified Exhibits) and shall be stamped and dated by staff and attached to the case file as **Final Exhibit**.
4. *Prior to the issuance of a building permit*, The following statement shall be imprinted on the site plan, floor plan, elevations and any architectural detail sheets of any construction drawings submitted to the Department of Building and Safety:

“NOTE TO PLAN CHECKER AND BUILDING INSPECTOR - These plans, including conditions of approval, shall be complied with and the height, size, shape, location, texture, color, or material shall not differ from what the Director of Planning has approved under APCS-2016-1560-VZC-VCU-CCMP. Any change to the project shall require review by the Director of Planning and may require additional review by the Historic Preservation Overlay Zone (HPOZ) Board. A request for variation shall be submitted in writing and include a specific notation of the variation(s) requested. Should any change be required by a public agency then such requirement shall be documented in writing.”

5. **Site Plan.** The plans in addition shall be in substantial conformance with the architectural plans labeled as Exhibit “B”, or as modified by the South Los Angeles Area Planning Commission attached to the subject case file. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
6. Site cleaning, sweeping, trash collection, and deliveries to the site shall be limited to the following hours: Monday through Friday, 7:00 AM to 7:00 PM and Saturday and Sunday 8:00 AM to 5:00 PM. Notwithstanding the above, trash collection shall not be allowed on Sundays or legal holidays.
7. A 24hour per day, 7 day per week neighborhood security patrol shall be provided, and in use whenever the business is open.
8. The site where the automotive use is located shall be kept clear of weeds, rubbish, and all types of litter and combustible materials at all times.
9. On-site pennants, banners, ribbons, streamers, spinners, balloons and super graphic signs are prohibited.
10. All windows and glass doors shall be maintained free of any signs.
11. The “Community Bulletin Board” shall not be used for any on-site or off-site advertisement of products, goods, or services.
12. **Covenant.** Prior to the issuance of a building permit or land use permit, the owner of the lot or lots shall execute and record a covenant and agreement in a form satisfactory to the Director of Planning, acknowledging that the owner shall implement each of the conditions set forth in this paragraph, and shall not permit the establishment of any uses enumerated in LAMC Section 12.24.W.4 without first obtaining a conditional use approval. The covenant and agreement shall run with the land and be binding upon the owners, and any assignees, lessees, heirs, and successors of the owners. The City's right to enforce the covenant and agreement is in addition to any other remedy provided by law.

### **Administrative Conditions of Approval**

13. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.
14. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
15. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
16. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
17. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code Compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
18. **Compliance.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
19. **Indemnification and Reimbursement of Litigation Costs.** Applicant shall do all of the following:

- (i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of 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.
- (ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of 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.
- (iii) 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 \$25,000. 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 (ii).
- (iv) 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 (ii).
- (v) 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 includes 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.