

CONDITIONS OF APPROVAL

(As modified by the North Valley Area Planning Commission at its meeting on November 5, 2020)

Pursuant to Section 12.32 of the Los Angeles Municipal Code (“LAMC”), the following conditions are hereby imposed upon the use of the subject property:

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped “Exhibit A,” and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, and written approval by the Director of Planning. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Signage.** Signage shall be as follows:
 - a. **Wall Signs.**
 - i. Four (4) 300-square foot wall signs, six (6) 200-square foot wall signs, and seven (7) 150-square foot wall signs with the exact location as shown on “Exhibit A” shall be permitted.
 - ii. A total of 19 75-square foot wall signs, with no more than one 75 square foot wall sign per tenant space shall be permitted.
 - iii. A maximum total of 36 wall signs is permitted.
 - b. **Monument Signs.** Two (2) monument signs, eight (8) feet in height and 35 square feet in area per side (70 square feet total per monument sign) shall be permitted. As shown on “Exhibit A,” one monument sign shall be located on Sunland Boulevard, and one monument sign shall be located on Foothill Boulevard.
3. **Sign Illumination.** Signs shall be internally illuminated as shown in “Exhibit A” and in conformance with the Photometric Analysis shown in “Exhibit F.”
4. **Prohibited Lighting Techniques.** Signs shall not include lighting that flashes, blinks, moves, has the appearance of movement, or has changes in hue or intensity of illumination.
5. **Wall Sign Projection.** A wall sign shall be erected or constructed so that it is either integrated into the wall, flat against the wall to which it is attached, or project not more than 10 inches from the wall to which it is attached.
6. **Monument Signs.** A minimum five-foot radius of landscaped area shall surround a monument sign.
7. **Prohibited Signs.** The following types of signs are prohibited: balloons for purposes of display or advertising above the roof; wall signs painted with a message which contains more than the name and/or logo of each business; off-site commercial signs (i.e. billboards); projecting signs, except that Village Pedestrian Signs shall be permitted; roof signs; cabinet (box) signs where the letters are not encased and have a discernable boundary; and sandwich signs located in the public right-of-way.

8. **Final Sign Plans.** Prior to the issuance of any building permit(s) for signage within the shopping center, the applicant shall submit detailed final architectural plans for proposed signage showing the precise size and location of each sign.
9. **Prohibited Uses.** The following uses are prohibited as per the Specific Plan: bail bond broker or bail bond shop; bath, Turkish and the like; bathhouse; clothing, second hand or thrift store; escort bureau; massage parlor (when not operated as an accessory use to a health club, gymnasium, or doctor's office); open storage area; pawnshop; payroll check cashing office; personal storage or storage building for household goods, unless the neighborhood retail or services or financial services are included at the property line for 70% of the frontage abutting Foothill Boulevard; tattoo studio; and transfer (moving) business.
10. **Rooftop Equipment.** All roof mechanical equipment and duct work shall be screened from view.
11. **Night Lighting.** Night lighting shall be shielded and directed on to the site and no floodlighting shall be located so as to be seen directly by adjacent properties. Blinking lights are prohibited. This provision shall not preclude the installation of low-level security lighting.
12. **Trash Enclosure.** Existing wall enclosure and/or landscaping surrounding the trash/garbage areas shall be maintained.
13. **DIR-2014-3180-ZBA-SPP.** The conditions of Case No. DIR-2014-3180-ZBA-SPP as approved by the Director of Planning on October 27, 2014 are herein incorporated.

Conditional Use Conditions

14. **Pole Signs.** As shown in "Exhibit A," one (1) new pole sign 40 feet in height and 425 square feet in area per side (850 square feet total) and one (1) new pole sign 40 feet in height and 385 square feet in area per side (770 square feet total) shall be permitted. The new 425 square foot pole sign shall be located on Sunland Boulevard and the new 385 square foot pole sign shall be located at the intersection of Fenwick Street and Foothill Boulevard. One (1) existing pole sign on Sunland Boulevard, approximately 36 feet in height, shall remain for a total of three pole signs.
15. **Hours of Operation.** Approved herein are hours of operation of 24 hours a day seven days a week for the existing shopping center.
16. **Landscaping.** Approximately 33,500 square feet of landscaping shall be maintained on site, included a minimum 3-foot wide landscaped buffer along portions of the Foothill Boulevard frontage and the Sunland Boulevard frontage as identified in "Exhibit A."
17. **Complaint Hotline.** The applicant shall maintain a hotline number for the purpose of complaints. The applicant shall respond to citizen complaints within 24 hours. The hotline phone number shall be posted on the exterior walls of the shopping center. A log containing the date, time, and nature of the complaint, and the resolution of the matter shall be maintained on the premises. A copy of the complaint log must be maintained on-

or off- site at the discretion of the shopping center management and submitted with the required Plan Approval application.

18. **Security.** At least one uniformed security guard shall be on the premises with hours to be determined by the shopping center management. The guard shall at all times patrol the interior and exterior of the shopping center. The guard shall deter loitering, public drinking, pandering, graffiti, noisy or rowdy behavior, and littering in the parking lot. The guard shall be exclusively employed for the establishment and should not conduct any security duties for the surrounding area. A copy of the security services agreement shall be provided to the Department of City Planning prior to the effectuation of this grant.
19. **Plan Approval.** The applicant shall file a plan approval application and pay associated fees within **5 years** of the effective date of this grant to ensure that the facility is operating in compliance with the conditions of this approval herein and modify any conditions if necessary. The applicant shall be required to submit a summary and supporting documentation demonstrating how compliance with each condition of the grant has been attained.

Administrative Conditions

20. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review 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.
21. **Code Compliance.** The area, height and use regulations of the zone classification of the subject property shall be complied with, except where conditions herein are more restrictive.
22. **Covenant.** Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the subject case file.
23. **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.
24. **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.
25. **Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and Department of Building and Safety.

26. **Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the 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.

27. **Indemnification and Reimbursement of Litigation Costs.**

The applicant shall do all of the following:

- i. Defend, indemnify and hold harmless the City from any and all actions against the City, in whole or in part, 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 \$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 (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.

