

CITY OF CARSON
DEVELOPMENT SERVICES GROUP
PLANNING DIVISION
EXHIBIT "B"
CONDITIONS OF APPROVAL
VARIANCE NO. 470-05

GENERAL CONDITIONS

1. If Variance No. 470-05 is not used within one year of its effective date, said permit shall be declared null and void unless an extension of time is previously approved by the Planning Commission.
2. The applicant shall comply with all city, county, state and federal laws and regulations applicable to this land division.
3. The applicant shall make any necessary site plan and design revisions in order to comply with all the conditions of approval and applicable Zoning Ordinance provisions. Substantial changes will require review by the Planning Commission.
4. The applicant shall submit two complete sets of plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.
5. The applicant shall file an Affidavit of Acceptance with the Planning Division within 30 days of receipt of the signed Planning Commission resolution. The applicant shall record said Affidavit and these conditions of approval in the Office of the Los Angeles County Recorder, and proof of such recordation shall be submitted to the Planning Division within 30 days of receipt of the Planning Commission resolution.
6. It is further made a condition of this approval that if any condition is violated or if any law, statute ordinance is violated, this permit may be revoked by the Planning Commission or City Council, as may be applicable; provided the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty days.
7. The Applicant shall defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Variance No. 470-05 and associated modifications. The City will promptly notify the Applicant of any such claim, action, or

proceeding against the City and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

AESTHETICS

8. The scope of improvements described in the Improvement Agreement for said property signed by the City Clerk on March 7, 2006, shall be fully complied with, except as superceded by this variance request.
9. Notwithstanding the requirements included as Exhibit "B," Schedule of Performance, of the Improvement Agreement, the applicant shall complete all improvements within 180 days of the effective date of this resolution.
10. The chain-link fence to the east of the main entrance on 213th Street shall be replaced with wrought-iron fencing or similar decorative fencing to the satisfaction of the Planning Division.
11. The landscape area east of the main entrance on 213th Street between the fence and truck parking area shall be:
 - o Planted with five and one gallon shrubs to create a hedge to screen trucks; and
 - o Provided with an automatic irrigation system designed to commercial grade standards.
12. A revised landscape plan shall be submitted to the City Planning Division within 30 days of the effective date of this resolution, reflecting all the conditions contained herein and all the improvements described in the Improvement Agreement.