

CITY OF CARSON
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
EXHIBIT "B"
MODIFIED CONDITIONS OF APPROVAL
Tentative Parcel Map (TPM) No. 82951.
Case No. TPM 100000-21

GENERAL CONDITIONS

1. The applicant shall comply with all city, county, state, and federal regulations applicable to this project.
2. The applicant and property owner shall sign an Affidavit of Acceptance form accepting these conditions and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.
3. Decision of the Planning Commission shall become effective and final 15 days after the date of its action unless an appeal is filed in accordance with Section 9173.4 of the Zoning Ordinance.
4. A modification of the conditions of this permit, including additions or deletions, may be considered upon filing of an application by the owner of the subject property or his/her authorized representative in accordance with Section 9173.1 of the Zoning Ordinance.
5. It is further made a condition of this approval that if any condition is violated or if any law, statute, or 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.
6. Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.
7. City Approvals. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits, and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.
8. Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by

a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days, and funds shall be deposited within 10 days of the request therefor, or work may cease on the Project.

9. Indemnification. To the fullest extent permitted by law, the applicant, property owner, and tenant(s), for themselves and their successors in interest (“Indemnitors”), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them (“Indemnitees”) from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, “Claims”) against Indemnitees to attack, set aside, void, or annul any of the project entitlements or approvals that are the subject of these conditions, and any Claims against Indemnitees which are in any way related to Indemnitees’ review of or decision upon the project that is the subject of these conditions (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors’ operations or any of the project entitlements or approvals that are the subject of these conditions. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees’ associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors’ consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City’s estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorneys’ fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

CITY OF CARSON PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

General Conditions

10. A Final Map prepared by, or under the direction of, a pre-1982 Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder.
11. Prior to final map approval, quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency, or entity.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Subdivision

12. Place a note on the final map, to the satisfaction of the City Engineer, indicating that this map is approved as a 2-lot subdivision project.
13. If determined necessary by the Fire Department, label driveways, multiple access strips, and required vehicular turnarounds as "private driveways and fire lanes" and delineate them on the final map to the satisfaction of the City Engineer and the Fire Department.
14. If required by the City, provide reciprocal easements through a separate recorded document for drainage, ingress/egress, sewer, water, utilities, and maintenance purposes, over the common driveway to the satisfaction of the City Engineer.
15. Provide addressing information in Microsoft Excel format to the satisfaction of the City Engineer.
16. Private easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the final map is filed with the Registrar-Recorder/County Clerk's office. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder prior to the filing of the Final Map.
17. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.
18. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of \$2,000 with Los Angeles County Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.