

**DRAFT CONDITIONS OF APPROVAL  
COUNTY OF LOS ANGELES  
PROJECT NO. R2011-01290-(5)  
CONDITIONAL USE PERMIT NO. 201100120**

**PROJECT DESCRIPTION**

The project is the construction, operation, and maintenance of a Public Utility Service Yard and Public Utility Service Center for the Quartz Hill Water District on the 4.8-acre property in the unincorporated community of Quartz Hill. The facility will be housed in a 31,194-square-foot (approximately 100-foot-by-299-foot), maximum two-story building designed in a western-frontier ranch style. The building will contain three main components: (1) an operations center housing offices, conference rooms, and the District's board room comprising 6,194 square feet; (2) a storage/warehouse area comprising 7,335 square feet; and (3) a vehicle and equipment parking area comprising 15,000 square feet. Parking for 59 vehicles, including three disabled-accessible spaces, will be provided in the front of the property for customers and employees. Ingress and egress to the site will be provided by two new (52- and 30-foot) driveways accessing Avenue L and one 26-foot-wide driveway accessing 50<sup>th</sup> Street West. The project is subject to the following conditions of approval:

**GENERAL CONDITIONS**

1. Unless otherwise apparent from the context, the term "permittee" shall include the applicant, owner of the property, and any other person, corporation, or other entity making use of this grant.
2. This grant shall not be effective for any purpose until the adoption of an ordinance changing the zoning of the subject property as recommended under Zone Change No. 201200003 from the R-1-7,500 (Single-Family Residential – 7,500 Square Foot Minimum Required Lot Area) zone to the C-3-DP (Unlimited Commercial – Development Program) zone, by the Los Angeles County ("County") Board of Supervisors; and the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the County Department of Regional Planning ("Regional Planning") their affidavit stating that they are aware of and agree to accept all of the conditions of this grant, and that the necessary documents have been recorded as required by Condition Nos. 7 and 24; and until all required monies have been paid pursuant to Condition Nos. 10, 12, and 15. Notwithstanding the foregoing, this Condition No. 2 and Condition Nos. 4, 5, 9, and 12 shall be effective immediately upon the date of final approval of this grant by the County.
3. Unless otherwise apparent from the context, the term "date of final approval" shall mean the date the County's action becomes effective pursuant to Section 22.60.260 of the County Code.
4. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County

or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or any other applicable limitations period. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall fully cooperate in the defense. If the County fails to promptly notify the permittee of any claim action or proceeding, or if the County fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.

5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within ten days of the filing make an initial deposit with Regional Planning in the amount of up to \$5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to permittee or permittee's counsel.

If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the permittee according to County Code Section 2.170.010.

6. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void and the privileges granted hereunder shall lapse.
7. Prior to the use of this grant, the permittee, or the owner of the subject property if other than the permittee, shall **record the terms and conditions** of the grant in the office of the County Registrar-Recorder/County Clerk ("Recorder"). In addition, upon any transfer or lease of the property during the term of this grant, the permittee, or the owner of the subject property if other than the permittee, shall promptly provide a copy of the grant and its conditions to the transferee or lessee of the subject property.
8. In the event that the permittee seeks to discontinue or otherwise change the use on the subject property, notice is hereby given that the use of such property may require additional or different permits and would be subject to the then-applicable regulations.

9. This grant shall expire unless used within two (2) years from the date of final approval of the grant. A single one-year time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date.
10. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions. Inspections shall be made to ensure compliance with the conditions of this grant as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file. The permittee shall deposit with the County the sum of **\$1,000.00**. The deposit shall be placed in a performance fund, which shall be used exclusively to compensate Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval. The fund provides for **five (5) annual** inspections after final approval of this grant. Inspections shall be unannounced.

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any one of the conditions of this grant, the permittee shall be financially responsible and shall reimburse Regional Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be \$200.00 per inspection, or the current recovery cost at the time any additional inspections are required, whichever is greater.

11. Within three (3) days of the date of final approval of this grant, the permittee shall remit processing fees payable to the County of Los Angeles in connection with the filing and posting of a Notice of Determination (NOD) for this project and its entitlements in compliance with Section 21152 of the Public Resources Code. Unless a Certificate of Exemption is issued by the California Department of Fish and Game pursuant to Section 711.4 of the California Fish and Game Code, the permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in Section 711.4 of the Fish and Game Code, currently **\$2,231.25**. No land use project subject to this requirement is final, vested or operative until the fee is paid.
12. The permittee shall comply with all mitigation measures identified in the Mitigation Monitoring Program ("MMP"), which are incorporated by this reference as if set forth fully herein.
13. Within thirty (30) days of the date of final approval of the grant by the County, the permittee shall record a covenant and agreement, which attaches the Mitigation Monitoring Program ("MMP") and agrees to comply with the mitigation measures imposed by the Mitigated Negative Declaration for this project, in the office of the

Recorder. Prior to recordation of the covenant, the permittee shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the permittee shall submit annual mitigation monitoring reports to Regional Planning for approval or as required. The reports shall describe the status of the permittee's compliance with the required mitigation measures.

14. The permittee shall deposit an initial sum of \$6,000.00 with Regional Planning within thirty (30) days of the date of final approval of this grant in order to defray the cost of reviewing and verifying the information contained in the reports required by the MMP. The permittee shall replenish the mitigation monitoring account if necessary until all mitigation measures have been implemented and completed.
15. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission ("Commission") or a Hearing Officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or Hearing Officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance, or as otherwise authorized pursuant to Chapter 22.56, Part 13 of the County Code.
16. All development pursuant to this grant must be kept in full compliance with the County Fire Code to the satisfaction of said department.
17. All development pursuant to this grant shall conform with the requirements of the County Department of Public Works ("Public Works") to the satisfaction of said department.
18. All development pursuant to this grant shall comply with the requirements of Title 22 of the County Code ("Zoning Ordinance") and of the specific zoning of the subject property, unless specifically modified by this grant, as set forth in these conditions, including the approved Exhibit "A," or a revised Exhibit "A" approved by the Director of Regional Planning ("Director").
19. The permittee shall maintain the subject property in a neat and orderly fashion. The permittee shall maintain free of litter all areas of the premises over which the permittee has control.
20. All structures, walls and fences open to public view shall remain free of graffiti or other extraneous markings, drawings, or signage that was not approved by Regional Planning. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization.

In the event of graffiti or other extraneous markings occurring, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.

21. The subject property shall be developed and maintained in substantial compliance with the plans marked Exhibit "A." If changes to the site plan are required as a result of instruction given at the public hearing, **three (3) copies** of a modified Exhibit "A" shall be submitted to Regional Planning within sixty (60) days of the date of final approval.
22. In the event that subsequent revisions to the approved Exhibit "A" are submitted, the permittee shall submit **three (3) copies** of the proposed plans to the Director for review and approval. All revised plans must be accompanied by the written authorization of the property owner(s) and applicable fee for such revision.

#### PROJECT SITE SPECIFIC CONDITIONS

23. This grant shall authorize (1) the establishment, operation, and maintenance of a public utilities service yard in the C-3 zone pursuant to Section 22.28.210 of the Title 22 of the Los Angeles County Code ("Zoning Code") and (2) the establishment and implementation of a Development Program for the construction, operation, and maintenance of a utility service yard and utility service center in connection with the zone change from R-1-7,500 to C-3-DP zone pursuant to Los Angeles County ("County") Code Sections 22.40.030 and 22.40.040.
24. A covenant to tie all subject parcels together shall be recorded in the office of the Recorder. The permittee shall provide a copy of the recorded covenant prior to the use of this grant.
25. No building or structure of any kind except a temporary structure used in the developing of the property according to the development program shall be built, erected, or moved onto any part of the property.
26. All improvements shall be completed prior to the occupancy of any structures.
27. Where one or more buildings in the projected development are designated as primary buildings, building permits for structures other than those so designated shall not be issued until the foundations have been constructed for such primary building or buildings.
28. Buildings shall be constructed and maintained in substantial conformance with the architectural renderings as provided in the environmental document and considered by the Board of Supervisors.

29. All maintenance work, including repairs and fabrication of materials, shall be conducted indoors. The roll-up doors on the east side of the building shall be closed with the closing of the facility.
30. Except in cases of emergency, noise generated by the facility, as measured at the subject property lines, shall not exceed acceptable noise levels for residential properties during nighttime hours as determined by the County Department of Public Health.
31. All outdoor storage within the maintenance yard shall comply with the outside storage provisions of Part 7 of Chapter 22.52 (Outside Storage and Display) of the County Code.
32. The permittee shall comply with all conditions set forth in the attached County Fire, Public Works, and Public Health Department letters dated February 21, 2013, April 17, 2013, and March 12, 2013 respectively.

Attachments:

Public Works Letter dated April 17, 2013  
Fire Department Letter dated February 21, 2013  
Public Health Letter dated March 12, 2013.  
Mitigation Monitoring Program