

DRAFT

ATTACHMENT "A" List of Conditions for CUP26-00006

Approval Date:
Effective Date:
Expiration Date:

This list of conditions applies to: Consideration of a Conditional Use Permit CUP26-00006 to allow for a relocation of an existing Single Price Overstock/Discount Store (SPODS) from 15759 Main Street to an existing commercial building (former Rite Aid) located at 15510 Main Street, on 1.96 acres within the Neighborhood Commercial (NC) zone of the Main Street and Freeway Corridor Specific Plan located on the northeast corner of Main St and 11th Ave (Applicant: Dollar Tree, INC.; APN: 0413-011-23)

The use shall not be established until all conditions of this land use approval application have been met. This approved land use shall become null and void if all conditions have not been completed by the expiration date noted above. Extensions of time may be granted upon submittal of the required application and fee prior to the expiration date.

(Note: the "COMPLETED" and "COMPLIED BY" spaces are for internal City use only).

CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

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NOT IN COMPLIANCE

COMPLIED BY

VALID LICENSE. At all times during the conduct of the use allowed by this permit, the use shall obey all laws and shall maintain and keep in effect valid licensing from appropriate local, state and/or federal agencies as required by law. Should such required licensing be denied, expire or lapse at any time in the future, this permit shall become null and void. (P)

COMPLETED
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IRREVOCABLE OFFERS OF DEDICATION. The Developer shall submit an Offer of Dedication to the City's Engineering Department for review and approval. At time of submittal the developer shall complete the City's application for document review and pay all applicable fees. (E)

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INDEMNIFICATION(1). To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project to which these conditions of approval apply (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or

volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval. (P)

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INDEMNIFICATION(2). Nothing in this condition shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim unless the City approves the settlement in writing. Additionally, the City shall not be prohibited from independently defending any claim, and whether or not the City does decide to independently defend a claim, the applicant shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Unless the City independently chooses to defend any Third Party Action on its behalf, Applicant shall control the conduct of the defense of any claim or action provided that: (1) the City shall have the right, prior to filing, to review and approve any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief or pleading to be filed on behalf of the City; and (2) the City shall review and reasonably approve any proposed settlement. The Applicant acknowledges that the City is not obligated to approve a proposed settlement requiring the City to pay or incur any monetary amount, take a future legislative action, render a future quasi judicial decision, or otherwise take a future discretionary government action. (P)

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INDEMNIFICATION(3). The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third Party Actions. The City shall provide Applicant with an invoice detailing all reasonable costs incurred. Applicant shall tender to the City payment in full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant further acknowledges and agrees that failure to timely tender payment in full to the City shall be considered a breach and non compliance with the conditions of approval for the project. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. (P)

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EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained a grading permit and/or building permit and commenced construction, this approval shall expire three (3) years from the date of action of the reviewing authority. Where no grading or building permit is required, the allowed use on the site shall have commenced prior to the expiration date in compliance with the approval and any applicable conditions of approval. An extension of time may be granted pursuant to

Municipal Code Section 16.12.060 if the applicant files an application and written request for an extension prior to the expiration of the permit. (P)

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

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DEDICATION(S). The Developer shall grant to the City an Irrevocable Offer of Dedication for Main Street. The right-of-way full width for Main Street shall be one-hundred-twenty (120') feet. The Developer shall also grant to the City an Irrevocable Offer of Dedication for any part of the Path of Travel located behind any commercial drive approaches that encroach onto private property. Corner cut off right of way dedication per City standards is required at all intersections. (E)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

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LANDSCAPE PLANS. Existing landscape planters shall be improved with new living shrubs, groundcovers, trees, and non-living groundcover materials as necessary to comply with City landscaping requirements. Any existing landscaping that is dead, damaged, missing, or located within areas devoid of landscaping shall be replaced or supplemented.

The Developer shall submit three sets of revised landscape and irrigation plans, including water budget calculations, required application fees, and a completed landscape packet, to the Building Division for review and approval. Plans shall utilize xeriscape landscaping techniques in conformance with the Landscaping Ordinance. The number, size, type, and configuration of plants approved by the City shall be maintained in accordance with the Development Code. (P)

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

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TENANT IMPROVEMENTS. Prior to occupancy and commencement of operations, the applicant/tenant shall submit professionally prepared plans for review and obtain all required building permits for any proposed tenant improvements and complete all work in compliance with applicable Building and Safety codes, including but not limited to structural, electrical, plumbing, mechanical, fire, and accessibility requirements. All improvements shall be subject to review, inspection, and approval by the Building and Safety Division. A final inspection and approval shall be obtained prior to issuance of a Certificate of Occupancy or authorization to operate.

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SAN BERNARDINO COUNTY FIRE. Prior to the issuance of building permits and/or commencement of operations, the applicant/tenant shall submit project plans to the San Bernardino County Fire Department for review and approval. The project shall comply with all applicable fire and life safety requirements, including but not limited to fire access, fire flow, fire sprinklers, alarms, and hazardous materials regulations,

as determined by the Fire Department. All required permits, inspections, and approvals from the Fire Department shall be obtained prior to final occupancy.

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LANDSCAPING/IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)

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EXISTING BUSINESS LICENSE REQUIREMENTS. Operation of the proposed use shall be limited to a single business license. Approval of this Conditional Use Permit is contingent upon the closure of the existing business license at 15759 Main Street. The existing location shall cease operations prior to the issuance of a Certificate of Occupancy for the new location at 15510 Main Street, including the removal of all signage and business-related materials from the former site.

Others

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PERMIT REVOCATION. In the event the use hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; the Planning Commission may hold a hearing and determine if the CUP may be continued, revised, or revoked, based on such factors as excessive calls for service, public intoxication, littering or other circumstances that are detrimental to the operation of the site and surrounding area. Should the Commission decide to revoke the CUP, this permit shall become null and void. (P)

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SITE MAINTENANCE. At all times during operation of the project, the site shall be maintained in a neat, orderly, and environmentally safe manner. All site improvements, including landscaping, parking areas, walkways, and building exteriors, shall be continuously maintained in good condition.

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CODE ENFORCEMENT COMPLIANCE: Excessive or repeated violations resulting in calls for Code Enforcement service related to the operation of the business, including but not limited to property maintenance, nuisance activity, litter, loitering, or other violations of the Municipal Code, may constitute grounds for review or revocation of the Conditional Use Permit, subject to applicable public hearing requirements and City procedure.

NOTICE TO DEVELOPER: IF YOU NEED ADDITIONAL INFORMATION OR ASSISTANCE REGARDING THESE CONDITIONS, PLEASE CONTACT THE APPROPRIATE DIVISION LISTED BELOW:

- (B) Building Division** 947-1300
- (E) Engineering Division** 947-1476
- (F) Fire Prevention Division** 947-1603
- (P) Planning Division** 947-1200
- (RPD) Hesperia Recreation and Park District** 244-5488