

**CONDITIONS OF APPROVAL
CUP 08-05 – CYPRESS COURT PROJECT
1420 EAST OCEAN AVENUE
APN's: 085-600-002, 085-600-003 & 085-600-005**

The following Conditions of Approval apply to the Cypress Court Project (CUP 08-05) reviewed by the City Council on February 1, 2022.

I. PLANNING

Planning - General Conditions

- P1. All applicable provisions of the Lompoc Municipal Code are made a part of these conditions of approval in their entirety, as if fully contained herein.

- P2. In conformity with Sections 17.140.010, 17.152.010, and 17.152.020 of the Lompoc City Zoning Ordinance, the violation of any condition listed herein shall constitute a nuisance and a violation of the Lompoc City Zoning Ordinance and the Lompoc Municipal Code. In conformity with Sections 1.24.010 and 1.24.060 of the Lompoc Municipal Code, a violation of the Lompoc Municipal Code and the Lompoc City Zoning Ordinance is a misdemeanor and shall be punishable as provided by law. In addition to criminal penalties, the City may seek injunctive relief. The applicant agrees to pay for all attorney's fees and costs, including, but not limited to, staff time incurred by the City in obtaining injunctive relief against the applicant as a result of a failure of the applicant to fully perform and adhere to all of the Conditions of Approval.

- P3. Owner agrees to and shall indemnify, defend, protect, and hold harmless City, its officers, employees, agents and representatives, from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Owner, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the Property the same may occur; (ii) any use of the Property, or any accident, injury, death or damage to any person or property occurring in, or on or about the Property, or any part thereof, or from the conduct of Owner's business or from any activity, work or thing done, permitted or suffered by Owner or its sublessees, contractors, employees, or invitees, in or about the Property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Owner's part to be performed under the terms of this Agreement, or arising from any negligence of Owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by

reason of any such claim, Owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City.

Owner further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by Agency and City in such action(s), including reasonable attorney's fees.

Planning – Project Specific Conditions

- P4. The conditions hereby imposed are in addition to the conditions imposed by Conditional Use Permit CUP 08-05 and Vesting Tentative Parcel Map LOM 586-P. In the case of any conflicts, the conditions listed herein shall prevail.
- P5. Deleted by City Council Resolution No. 5763 (12)
- P6. The portion of the parcel at the north east corner shall be improved and maintained with landscaping. The landscape plan shall be approved at staff level and landscaping installed prior to any certificate of occupancy for the residential units.

Prior to any certificate of occupancy for any of the residential units, the 12,000 square foot commercial building shall be constructed and issued at least a temporary certificate of occupancy; provided, that interior improvements, including a finished floor, need not be completed.

~~The uses permitted on the first floor of the 12,000 square foot commercial building shall be limited to uses that are sales tax generating. That condition shall remain in effect until a commercial building of at least 6,000 gross leasable square feet is constructed on the property, fronting onto Ocean Avenue and Seventh Street on the north east corner of the Cypress Court project site. If a smaller gross leasable building is constructed at that location, then the restriction shall remain in place for the square footage difference between that smaller footprint that has been constructed and 6,000 square feet.~~

The driveway at the south entrance to the Cypress Court development shall be restricted to right turn only. A sign shall be shown on the grading plans and the location approved by staff.

I, Mark D. McAllister, representing the Pacific Companies, owner of the property located at 1420 East Ocean Avenue, do hereby declare under penalty of perjury that the applicant accepts all conditions imposed by the City Council in their approval of the project for CUP 08-05 and I agree to comply with these conditions and all other applicable laws and regulations at all times.

Applicant/Property Owner

Date