

## CONDITIONS OF APPROVAL

(As Adopted by the West Los Angeles Area Planning Commission on May 3, 2017)

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped "Exhibit A," and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Plan Implementation Division, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code, the project conditions, or the project permit authorization.
2. **Height.** The project shall be limited to two-stories and 27.5 feet in height.
3. **Parking.** The project shall provide 7 automobile parking spaces: 4 spaces for the existing three dwelling units on-site and 3 spaces for the new dwelling unit. One of the 7 spaces shall be reserved for guests. The applicant has chosen to replace up to one parking space with (4) bicycle parking spaces. A minimum of 6 vehicle parking spaces shall be provided, with required in-lieu bicycle parking.
4. **Parking Replacement.** Up to one of the required automobile parking spaces may be replaced with bicycle parking at a ratio of one automobile parking space for every four bicycle parking spaces provided pursuant to LAMC Section 12.21.A4. Should the applicant choose to replace any of the required automobile parking with bicycle parking, and no other Condition of Approval is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth above.
5. **Open Space.** The project shall provide at least 1,400 square feet of open space of which 700 square feet shall be landscaped. All required open space shall be located on the ground level. A minimum of 445 square feet shall be provided in the front yard and 1,331 square feet shall be provided in the areas beyond the required front and side yards, as shown on Sheet A2 of Exhibit A.
6. **Garage.** The project shall provide parking within the new garage. The height of the garage shall not extend more than 9 feet above the existing natural grade, measured from the ground elevation to the level immediately above the garage. The project shall enclose and provide mechanical ventilation for all portions above grade, except the driveways.
7. **Yard Requirements.** The project shall landscape at least fifty percent of each required front, side, and rear yard. Grasscrete shall cover the rear yard and a portion of the south side yard, as shown on Sheet A2 of Exhibit A.
8. **Equipment Screening.** All mechanical and electrical equipment shall be enclosed and/or screened from view. Screening shall match the color of the existing building on-site.
9. **Landscape Standards.**

- a. **Existing Landscaping.** The project shall be in substantial conformance with the landscape plan on sheets L1-L3 of Exhibit A. All new planting shall match existing plant types, including 5-gallon Ligustrum (Privet) and 1 or 5 gallon Agapanthus; and, any new lawn installed to replace the existing lawn, shall be marathion two.
- a. **Street Trees.** The project shall provide street trees as permitted by and in accordance with the current standards of the Street Tree Division, Bureau of Street Services, Department of Public Works. The project shall provide a minimum of three street trees along Beverly Glen Boulevard and three street trees along Ashton Boulevard, or to the satisfaction of the Bureau of Street Services.

The street trees shall be a minimum of twelve feet in height and not less than three inches in caliper at the time of planting, or as approved by the Bureau of Street Services.

10. **Design Review.** The project shall provide the following:
  - Windows and doors to be wood, shall match the existing wood windows and doors.
  - The proposed French doors shall be wood 2 lite wide x 6 lite high.
  - The roof on the bay windows shall match the existing standing seam metal.
  - The wood railings on the balcony shall match the proposed photo on Sheet A7.
  - The balcony edge shall have 1 inch x 2 inch molding running horizontally at top of balcony floor fascia.
  - New gutters and downspout shall match existing.

#### **Administrative Conditions**

11. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.
13. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
14. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
15. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
16. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety

Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

17. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
18. **Indemnification and Reimbursement of Litigation Costs.** Applicant shall do all of the following:
  - i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of, in whole or in part, the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
  - ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of, in whole or in part, the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
  - iii) Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$25,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
  - iv) Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
  - v) If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the

defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

“City” shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

“Action” shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.