

The project approval is based upon the attached Findings, and subject to the attached Conditions of Approval:

## CONDITIONS OF APPROVAL

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 shall be made without prior review by the Department of City Planning, Central Project Planning Division and written approval by the Director of Planning. Each change shall be identified and justified in writing.
2. **Walls and Fences.** No new walls or fences shall be located within three (3) feet of the front property line.
3. **Height.** The overall building height, as measured from the lowest grade within five horizontal feet of the exterior walls of the building to the highest elevation of the roof structure or parapet wall, shall not exceed 36 feet. The project shall also comply with height requirements of the Baseline Hillside Ordinance to the satisfaction of the Department of Building and Safety.
4. **Front Yard.** The project shall observe a 20-foot front yard setback, to be measured after any dedication required by the City Engineer.
5. **Side Yard.** The project shall provide a minimum of seven-foot side yard setbacks.
6. **Parking.** The project shall provide two (2) on-site, covered or uncovered, parking spaces in addition to the three (3) parking space required by LAMC Section 12.21 C.10(g).
7. **Lot Coverage.** All buildings and structures shall not cover more than 22 percent, or 1,456 square feet, of the 6,832-square-foot lot. All buildings, structures and paved surfaces shall not cover more than 43 percent, or 2,918 square feet, of the 6,832-square-foot lot.
8. **Landscaping.** The applicant shall submit a landscape plan prepared by a licensed landscape architect. At least 50 percent of the required front and side yards of the lot shall be landscaped. All retaining walls on the site shall be covered with dense shrubbery and vines.
9. **Appurtenances.** No heating, ventilation or air conditioning equipment, except solar heating panels, receiving antennas and exhaust vents, shall be located on the roof of the house or garage. Any other appurtenances installed on the building shall be screened from view from any public right-of-way in Hollywoodland.
10. **Street Dedications and Improvements.** The project is located on a Substandard Limited Hillside Street, which may require street dedications and/or improvements. The applicant shall provide the required dedications and/or improvements to the satisfaction of the City Engineer.
11. **Sprinklers.** An approved automated fire sprinkler system shall be installed in compliance with the Los Angeles Plumbing Code.

12. **Sewer Connection.** A sewer connection shall be installed to the satisfaction of the City Engineer.
13. **Design Guidelines.** The project shall comply with all design guidelines for which the project received points in the Hollywoodland Design Guidelines Worksheet in Exhibit "A."
14. **Modifications.** Any change to the design or drawings will require approval from the Director of Planning in consultation with the Design Review Board.

#### **Administrative Conditions**

15. **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 "Plans Approved." A copy of the plans approved, supplied by the applicant, shall be retained in the subject case file.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
21. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.

22. **Indemnification and Reimbursement of Litigation Costs.** Applicant shall do all of the following:

- a. 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.
- b. 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.
- c. 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 \$50,000. 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 (b).
- d. 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 (b).
- e. 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 include 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.