

## CONDITIONS OF APPROVAL

Pursuant to Section 12.32 of the Los Angeles Municipal Code ("LAMC"), the following conditions are hereby imposed upon the use of the subject property:

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action. No change to the plans will be made without prior review by the Department of City Planning, and written approval by the Director of Planning, with each change being identified and justified in writing. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Landscaping.** All landscaped areas shall be maintained in substantial conformance with the landscape plan submitted with the application and marked Exhibit "B", and shall include an automatic irrigation plan, prepared by a licensed landscape architect in accordance with LAMC Sections 12.40 and 12.41. The final landscape plan shall be reviewed and approved by the City of Los Angeles Department of City Planning during the building permit process.
3. **Colors/Materials.** As shown in "Exhibit A", the following materials shall be used:
  - Spanish Colonial Barrel Tile Roofing
  - Facades with stucco over paper back wire mesh and layers of plywood
  - Custom Vinyl windows
  - Custom entry and sliding doors
  - Roof line with Fascia Board
  - Guardrail in brown colored
  - Facade details with Autumn Pro-fit LedgeStone
  - Metal Gate and Metal Garage Doors
4. **Residential Density.** The project shall be limited to a maximum of three (3) single-family dwelling units.
5. **Parcel Map No. AA-2018-4978-PMLA-SL.** Development of the project is subject to Tentative Parcel Map No. AA-2018-4978-PMLA-SL, and the project shall be in conformance with the approved tentative parcel map.
6. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.
7. **Glare.** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.
8. **Tribal Cultural Resource Inadvertent Discovery.** In the event that Native American cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall assess the find. The relevant tribes (Fernandeño

Tataviam Band of Mission Indians or the Gabrieleno Band of Mission Indians-Kizh Nation) shall be contacted to consult if any such find occurs. The archaeologist shall complete all relevant California State Department of Parks and Recreation (DPR) 523 Series forms to document the find and submit this documentation to the applicant, Lead Agency, and the relevant tribes. If the Native American cultural resource is determined to be significant, as defined by consulting Tribes, a Native American archaeological monitor procured by the relevant tribes shall be present for all ground disturbing activities that occur within the proposed Project area. The archaeologist and Tribal monitor(s) will have the authority to request ground disturbing activities cease within the immediate area of a discovery to assess potential finds in real time. The Lead Agency and/or applicant shall, in good faith, consult with the relevant tribes on the disposition and treatment of any artifacts or other cultural materials if encountered during the project grading.

9. **Human Remains Inadvertent Discovery.** If human remains or funerary objects are encountered during project grading activities, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted. California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Los Angeles County Coroner determines the remains to be Native American, the Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately identify the "most likely descendants(s)" for purposes of receiving notification of discovery. A representative from the Fernandeano Tataviam Band of Mission Indians or the Gabrieleno Band of Mission Indians-Kizh Nation shall be contacted and consulted regarding the find. The most likely descendant(s) shall then make recommendations within 48 hours and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.
10. **Archaeological Resources Inadvertent Discovery.** In the event that any subsurface cultural resources are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, pursuant to State Health and Safety Code Section 7050.5. At which time the applicant shall notify the City and consult with a qualified archaeologist who shall evaluate the find in accordance with Federal, State, and local guidelines, including those set forth in the California Public Resources Code Section 21083.2 and shall determine the necessary findings as to the origin and disposition to assess the significance of the find. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined to be unnecessary or infeasible by the City. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.
11. **Paleontological Resources Inadvertent Discovery.** In the event that any prehistoric subsurface cultural resources are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, at which time the applicant shall notify the City and consult with a qualified paleontologist to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless

avoidance is determined to be unnecessary or infeasible by the City. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.

**Administrative Conditions:**

12. **Approval, Verification, and Submittals.** Copies of any approvals, guarantees, or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject case file.
13. **Code Conformance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
14. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
15. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
16. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
17. **Building Plans.** Page one of the grants and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.
18. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision making authority including the Director of Planning, or South Valley Area Planning Commission.
19. **Indemnification.** 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 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 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 (ii).
  - 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 (ii).
  - 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 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.