

CONDITIONS OF APPROVAL

As modified by the Commission on June 2, 2021

Entitlement Conditions

1. 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. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Los Angeles Municipal Code or the project conditions.
2. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Department of City Planning to impose additional corrective Conditions, if, in the Area Planning Commission's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. **Single Permit Jurisdiction Area.** The project is located within the Single Permit Jurisdiction area of the California Coastal Zone. Prior to the issuance of any permits, the applicant shall provide a copy of the Coastal Commission's Notification that the City's coastal development permit is effective.
5. **Density:** A maximum density of five (5) residential units shall be maintained.
6. **Commercial Floor Area.** The project shall be limited to 1,607 square feet of retail use.
7. **Floor Area Ratio (FAR).** The subject site is limited to a maximum FAR of 1.5:1. As shown on Exhibit "A", the proposed project provides a an FAR of 1.43:1.
8. **Height.** The development shall be limited to a maximum height of 30 feet for flat portions of the roof and 35 feet for varied rooflines (slope greater than 2:12), measured from the midpoint of the centerline of Abbot Kinney Boulevard. Any portion of the roof that exceeds 30 feet shall be set back from the required front yard at least one foot in depth for every foot in height above 30 feet. As shown on Exhibit "A", the proposed project shall be limited to a maximum height of 30 feet, measured from the centerline of Abbot Kinney Boulevard. The roof deck railings shall be composed of an open design and not to exceed a height of 42 inches.
9. **Parking and Access.** As shown in "Exhibit A" and as approved by the Department of Building and Safety, the subject project shall provide five (5) parking spaces onsite, as follows: three (3) spaces for the commercial use and two (2) Beach Impact Zone (BIZ) Parking spaces. An in lieu fee of \$18,000 may be paid, for one (1) BIZ parking space, into the Venice Coastal Parking Impact Trust Fund. All vehicle access shall be from Irving Tabor Court.
10. **Zone Variance.**
 - a. No loading space shall be required.

- b. All required parking spaces may be provided as compact parking stalls.

11. Zoning Administrator's Adjustment.

- a. The project shall provide rear and side yard setbacks of zero feet.
 - b. Space between buildings – passageway. The project shall provide a minimum three-foot space between the two residential structures and a passageway of zero feet in width.
12. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
13. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.

Environmental Conditions

14. Historic Resources.

- a. Provide archival-quality as-built drawings of the rear building at 1639-1641 Abbot Kinney Boulevard according to the guidelines established by the National Park Service, Historic Documentation Programs, Historic American Buildings Survey (<https://www.nps.gov/hdp/standards/HABS/HABSDrawings.pdf>) to the Office of Historic Resource.
- b. Provide two (2) archival-quality photographs of the rear building at 1639-1641 Abbot Kinney Boulevard according to the guidelines established by the National Park Service, Historic Documentation Programs, Historic American Buildings Survey (<https://www.nps.gov/hdp/standards/PhotoGuidelines.pdf>). One photograph should capture a representative view of the building's north façade, and one photograph should capture a representative view of the building's southern and eastern façades. Archival-quality copies of the photographs shall be provided to the Office of Historic Resource.

Administrative Conditions

15. **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 Department of City Planning for placement in the subject file.
16. **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.
17. **Condition Compliance.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
18. **Building Plans.** All the Conditions of Approval, and any other written modifications, shall be printed on the final building plans / drawings submitted to the Department of City Planning and the Department of Building and Safety.

19. **Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions if, in the Commission's or Director's opinion, such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
20. **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.
21. **Department of Building and Safety.** The granting of this Determination by the Director of Planning does not in any way indicate compliance with applicable provisions of the Los Angeles Municipal Code (LAMC). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect the uses, or 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.
22. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these Conditions of Approval shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. Further, the agreement must be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date must be given to the Department of City Planning for attachment to the subject file.
23. **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 \$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).

- 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 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.