

CONDITIONS OF APPROVAL

1. 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.
2. 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.
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 Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. 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.
5. 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 Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. Within 30 days of the effective date of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Development Services Center for attachment to the subject case file.
7. **Coastal Development Permit.** Approved herein is the demolition of a one-story single-family dwelling and a one-story duplex, and the construction of a new 4,990 square foot three-story mixed-use structure with one subterranean parking level (automated parking system) comprised of two residential dwelling units, one Accessory Dwelling Unit (ADU), 1,587 square feet of retail space; 13 parking spaces and 8 bicycle parking spaces are provided onsite.
8. **Density.** A maximum density of two residential units and one Accessory Dwelling Unit (ADU) shall be permitted.
9. **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. The proposed project shall have a flat roof height of 23 feet 6 inches and a varied roof height of 35 feet with a slope of 5:12, as shown in Exhibit A.

10. **Parking and Access.** As shown in “Exhibit A” and as approved by the Department of Building and Safety, the subject project shall provide 15 parking spaces onsite, where two (2) commercial parking spaces maybe substituted for eight (8) bicycle parking spaces per LAMC 12.21-A-4; all vehicle access shall be from South Irving Tabor Court .
 - a. Residential Parking - Two parking spaces shall be provided for each residential dwelling unit, one (1) guest parking space shall be provided, and one (1) parking space shall be provided for the Accessory Dwelling Unit, for a total of six (6) residential parking spaces.
 - b. Commercial Parking – Seven (7) parking spaces are required for the retail use (1/225 SF). Pursuant to LAMC Section 12.21-A.4, a maximum 20% of the required commercial vehicle parking may be replaced with bicycle parking. Seven (7) vehicle parking spaces are provided, and two (2) spaces will be replaced with eight (8) bicycle parking spaces.
 - c. Beach Impact Zone (BIZ) – Two (2) BIZ parking spaces shall be provided.
11. **Floor Area Ratio (FAR).** The proposed project shall be limited to a maximum FAR of 1.5:1. As shown “Exhibit A,” the proposed project shall provide a FAR of 1.47:1
12. **Roof Structures.** Chimneys, exhaust ducts, ventilation shafts and other similar devices essential for building function may exceed the height limit by a maximum of five feet.
13. **Zone Variance.** Approved herein is the elimination of the requirement for an onsite loading zone pursuant to Section 12.21-C.6.
14. **Single Permit Jurisdiction Area.** The project is located within the Single Permit Jurisdiction area of the California Coastal Zone. The applicant shall provide a copy of the Coastal Commission’s Notification that the City’s coastal development permit is effective.
15. **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 (b).
- e. If the City determines it necessary to protect the City's interests, 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, commission, 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.