

CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting of February 24, 2022)

A. Entitlement Conditions – Project Permit Compliance

1. **Site Development.** The use and development of the property shall be in substantial conformance with Exhibit A, dated February 14, 2022, of the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Major Projects Division, with 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 or the project conditions.
2. **Permitted Use and Area requirements.** The project shall be constructed in a manner consistent with the following project description: Limit the proposed development to up to 861 hotel guest rooms, up to 578,400 square feet of hotel-related floor area (including 9,900 square feet of hotel-related retail and restaurant uses), and up to 228,200 square feet of Conference Center uses (including, but not limited to, meeting and conference rooms, multi-purpose space and associated ancillary uses), totaling up to 806,600 square feet of floor area, consistent with Exhibit A.
3. **Equivalency and Floor Area Transfer.** Approved herein is an equivalency and transfer of floor area, and utilization of currently allocated floor area, as follows:
 - a. The conversion of 231,564 square feet of office floor area from Development Site 12 to 851 hotel rooms within Development Site 1a.
 - b. The reduction of 10 hotel guest rooms in the existing hotel on Development Site 2 and transfer of those 10 rooms to Development Site 1a.
 - c. The reallocation of an additional 332,136 square feet of permitted office floor area from Development Site 12 to Development Site 1a.
 - d. The utilization of 14,700 currently allocated square feet of Convention Center Expansion Use floor area within Development Site 1a for the proposed Hotel Expansion within Development Site 1a.
 - e. The utilization of 228,200 square feet of currently allocated Convention Center Expansion Uses on Development Site 1a for the Conference Center Expansion within Development Site 1a.
 - f. Upon approval of this equivalency and floor area transfer, 578,400 square feet of hotel-related floor area and 861 hotel rooms, and 228,200 square feet of Conference Center uses, are allocated to Development Site 1a.
 - g. Upon approval of this equivalency and floor area transfer, 38,100 square feet of allowable Office Uses remain allocated to Development Site 12, and 7,100 square feet of allowable Convention Center Expansion Uses remain allocated to Development Site 1a.
4. **Height.**
 - a. The Hotel Tower shall be limited to a maximum of 420 feet above grade, excluding unoccupied rooftop mechanical equipment areas and the proposed architectural beacon.
 - i) Consistent with Exhibit A and the LASED Specific Plan, penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights,

- towers, steeples, spires, flagpoles, solar energy structures, chimneys, wireless masts, water tanks, silos, or similar structures may be erected above the height limit specified in the district where the property is located, but no penthouse or roof structure, or any other space above that height limit shall be allowed for the purpose of providing additional floor space.
- b. Consistent with Exhibit A, the Conference Center podium shall be limited to a maximum height above grade of 71 feet above grade, and unoccupied podium rooftop mechanical equipment, including structural plenum, shall be permitted up to a maximum height of 89 feet above grade.
5. **Parking.** Approved herein is a 10% reduction of the minimum parking requirements set forth in the LASED Specific Plan Section 14.D.2. This permitted 10% reduction shall apply to the uses that occupy the Olympic West and Olympic East Subareas, as well as the western portion of the Olympic North Subarea, of the LASED Specific Plan area, as well as parking required under the LASED for Crypto.com Arena (formerly Staples Center). With the approved 10% parking reduction, the Applicant is permitted to provide a minimum of 5,566 parking spaces to serve these areas, in lieu of the 6,184 minimum number of parking spaces that would otherwise be required.
- a. Pursuant to LASED Specific Plan Section 14.D.3, and consistent with the revised Parking Analysis provided by the Applicant dated January 21, 2022, parking required by the Specific Plan for an individual project may be located at any location within the Specific Plan area or within 1,500 feet of the Specific Plan boundary by covenant, lease, license or other arrangement to the satisfaction of the Director. Parking shall be distributed throughout the Specific Plan area, to ensure convenient access by all individual Projects.
6. **Urban Design.** In conformance with Section 10.B of the Specific Plan the project shall conform to the Urban Design Guidelines in Appendix A of the Specific Plan. The applicant has submitted appropriate justification of compliance and Findings have been made. Building elevations and massing shall substantially conform to Exhibit A.
7. **Signage.**
- a. **Signage Program.** Except as modified herein, the proposed signage 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, Major Projects 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 provisions of the Municipal Code, the project conditions, or the project permit authorization. Signs M1, M2, M3, M4, and C9 together with their sign support structure (collectively, New Arena Sign), may be developed (through modernization and/or replacement of the existing Arena Sign) in advance of construction of the hotel and conference center expansion, provided that the design allows for eventual physical integration into the building upon its construction and is in substantial conformance with Exhibit A. The New Arena Sign shall replace and/or modernize the existing Arena Sign and shall not at any time be provided in addition to the existing Arena Sign.

- b. **Concurrent Specific Plan Amendment.** Signage permitted pursuant to this grant shall comply with the provisions of the LASED Specific Plan, inclusive of requirements set forth in Section 16, Signage, as may be amended pursuant to Case No. CPC-2018-6693-GPA-SP-SPP. If the concurrent Specific Plan Amendment requested pursuant to Case No. 2018-6693-GPA-SP-SPP is not approved, this may necessitate a further Project Permit Modification, Adjustment, Exception, or other discretionary action under the Specific Plan.
- c. **Sign Types.** New and relocated sign types shall be limited to Vinyl Signage (Static Display) (Signs C5 through C9), Building ID Signs (Signs BS1 through BS4), Static Display Vinyl Freeway Edge Signs (Signs C1 through C4), and Animated Display/Electronic Message Display Signs (Signs M1 through M4), consistent with Exhibit A.
- d. **Sign Area and Size.** Sign area and size shall comply with the LASED Specific Plan and shall be in substantial conformance with Exhibit A.
 - i. New and relocated signage shall be limited to a maximum total net new area of 5,662 square feet. New and relocated signage shall be consistent with Exhibit A, except that the total maximum sign area for signs C1 through C4 shall be limited to 6,000 square feet.
 - ii. Maximum permitted individual sign area shall comply with the requirements of Section 16, Table 6 of the LASED Specific Plan.
- e. **Sign Height and Placement.** Sign Height and Placement shall comply with the LASED Specific Plan and shall be in substantial conformance with Exhibit A.
- f. **Hours of Operation.** Permitted operating hours for all non-animated and all animated signs shall comply with the requirements of Section 16, Table 5 of the LASED Specific Plan.
- g. **Freeway Edge Signs (Signs C1 through C4).**
 - i. Freeway Edge Signs (Signs C1 through C4) shall be static displays. No animation or Electronic Message Display Signs shall be permitted on Signs C1 through C4.
 - ii. Lighting from the proposed Freeway Edge Signs (Signs C1 through C4) shall be designed with recessed lighting strips along the side of the signs, such that light does not spill out and does not become visible to drivers on the I-110 Freeway.
 - iii. The design and placement of all Freeway Edge Signs shall be integrated into the architecture of the proposed building, and shall be in substantial conformance with Exhibit A, as modified by Conditions 7.g.iv and 7.g.v, below.
 - iv. Freeway Edge Signs (Signs C1 through C4) shall be limited to a maximum total sign area of 6,000 square feet.
 - v. Freeway Edge Signs (Signs C1 through C4) shall be limited to a maximum height of 65 feet.

h. Vinyl Signage (Static Display) (Signs C5 through C9).

- i. Vinyl Signage (Signs C5 through C9) shall be static displays. No animation or Electronic Message Display Signs shall be permitted on Signs C5 through C9.
- ii. Lighting from the proposed Vinyl Signage (Signs C5 through C9) shall be designed with recessed lighting strips along the side of the signs, such that light does not spill out and does not become visible to drivers or pedestrians on adjacent public rights of way.
- iii. The design and placement of Signs C5 through C9 shall be integrated into the architecture of the proposed building, in substantial conformance with Exhibit A.

i. Electronic Message Displays Signs (Arena Sign: Signs M1 through M4).

- i. Signs M1 through M4 shall be permitted as Electronic Message Display Signs (LED displays).
- ii. Signs M1 through M4 shall be limited to a refresh rate of no more than once every four (4) seconds, with an interval between messages of not less than one second, and the intensity of illumination will not change.

j. **Brightness.** Digital Displays (Electronic Message Display Signs) shall have a nighttime brightness no greater than 300 candelas per square meter and a daytime brightness no greater than 5,000 candelas per square meter. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning 45 minutes prior to sunset and concluding 45 minutes after sunset.

k. **Large Scale Architectural Lighting.** Pursuant to Section 16.C.22 of the LASED Specific Plan, Large Scale Architectural Lighting may be provided on the south façade of the Hotel Tower, consistent with Exhibit A. Pursuant to the requirements of the LASED Specific Plan, Large-Scale Architectural Lighting shall contain no text, logos, messages, or images of any kind, and shall serve only to highlight or accentuate vertical, horizontal, or other elements of the structure. Large Scale Architectural Lighting may be multi-hued and may gently change hues in a slow, deliberate manner with a slow, drawn-out constant intensity, and may mark special seasons, weather, or events with unique color arrangements. At no time shall Large-Scale Architectural Lighting flash, blink, scroll, move, or stream. Large-Scale Architectural Lighting shall change hue no more than once every ten minutes with no change in intensity and be considered a non-animated lighting element.

l. Sign District and Vertical Sign Zones.

- i. The new and relocated signs shall be located within Sign District B, consistent with Exhibit A and the LASED Specific Plan.
- ii. Consistent with Exhibit A and the LASED Specific Plan, all signs shall be located within Level 1, a Vertical Sign Zone defined as 0 foot to 35 feet above grade, and Level 2, a Vertical Sign Zone defined as 35 feet to 100 feet above grade, with the exceptions of Building ID Signs BS1 and BS2, which shall be located

within Vertical Sign Zone Level 3, defined as greater than 100 feet above grade. Portions of Signs M1 through M4 may also extend into Vertical Sign Zone Level 3, as depicted on Exhibit A.

- m. **Sign Districts A-1 and B.** Pursuant to Section C.18 of the Specific Plan, in no event shall the combined total amount of square footage of signage in Sign Districts A-1 and B exceed 136,000 square feet.
 - n. **Additional Signage.** There shall be no additional signs installed on the subject structures except as approved in previous and subsequent City Planning approvals or sign-offs.
 - o. **Mountings.** All mounting procedures shall be to the satisfaction of the Department of Building and Safety.
8. **Streetscape.** The project shall comply fully with the adopted Los Angeles Sports and Entertainment District Streetscape Plan. The design and installation of any required improvements shall be per the adopted LASED Streetscape Plan. The applicant shall record a covenant guaranteeing to the City that the project shall improve and maintain the public right-of-way in accordance with the LASED Streetscape Plan, to the satisfaction of the City Engineer and the Department of City Planning.
9. **Trip Generation and Traffic Management.** Pursuant to Section 14.B.1, the General Manager of the Department of Transportation (LADOT) has approved a Traffic Mitigation Phasing Plan (TMPP) for the Specific Plan area dated August 14, 2002. The following mitigations are assigned to the subject project. Pursuant to Section 4(i)(d) of the approved TMPP, where the Project contribution to an improvement is less than 50%, the Project shall contribute its pro-rata fair share of the cost of required improvements in the form of a letter of credit prior to the issuance of a Certificate of Occupancy. Where applicable, prior to the issuance of a Certificate of Occupancy, the Applicant shall provide plans and construct such improvements. Where applicable, prior to the issuance of a building permit for a Project, the Applicant shall guarantee, to the satisfaction of LADOT, the construction of any traffic improvements wholly required as part of this determination.
- a. **Northbound SR-110 Off-Ramp/9th Street.** Develop and install signage on the northbound SR-110 Freeway to direct traffic to exit south of 9th Street off-ramp. (28.1% of measure)
 - b. **Enhanced Transit Links.** Enhance connections and linkages to transit, particularly including physical linkages to the Metro Blue Line Station at Flower Street/Pico Boulevard, as well as directional signage to bus and rail lines, and the provision of landscaped bus stops with passenger amenities such as benches and shaded areas. (Project cost)
 - c. **South Park PCMP.** Participate in the existing South Park Event Parking and Circulation Management Plan, and the ongoing traffic management activities coordinated by the South Park Event Coordination Committee. (Project cost)
10. **Transportation Demand Management.** The Applicant shall initiate and maintain a transportation demand management program (TDM) that will actively promote the use of transit and rideshare, including providing project employees and visitors with transit and

rideshare information. Per the approved LASED TDM plan, the Applicant shall implement the following measures. All measures shall be implemented to the satisfaction of LADOT.

- a. **Building and Site Design Elements.** Incorporate design elements into both site and building design that facilitate employee and visitor trip reduction efforts. These may include: (1) sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building.
 - b. **Provide Rideshare and Transit Information.** Provide for the distribution of materials and educational programs on rideshare and transit services for employees and visitors.
 - c. **Provide Rideshare Coordination Services.** Provide resources, both staffing and informational, to assist in the coordination of rideshare activities, such as the formation of carpools and vanpools.
 - d. **Bicycle Facilities.** Provide facilities to support and encourage the use of bicycles by employees and visitors. Such facilities will comprise bicycle racks for bicycle parking.
 - e. **Transportation Coordinator.** Provide, or assign an employee (full or part-time), to perform the role of a Transportation Coordinator, whose function is to promote and facilitate the use of rideshare and transit by employees and customers.
 - f. **Other.** The Project shall identify a Project Transportation Coordinator, specifically responsible for ensuring TDM measures are implemented for the Project, and who shall be responsible for the Project's participation in the LASED TMO and for coordination with the LASED District TMO Manager.
11. **Mechanical Equipment.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties and the public right-of-way. All screening shall be setback at least five feet from the edge of the building.
 12. **Solar Power.** The Project shall comply with the Los Angeles Green Building Code and ensure that a minimum of 15 percent of the total roof area will be solar ready. Solar panels may be installed on all rooftop areas and/or rooftop decks with the exception of areas occupied by rooftop mechanical equipment.
 13. **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.
 14. **Reflectivity.** Glass used in building façades shall be non-reflective or treated with a non-reflective coating in order to minimize glare from reflected sunlight.
 15. **Open space.** The Project shall provide open space as follows:
 - a. An approximately 1,275 square foot terrace on Hotel Level 3, in substantial conformance with Exhibit A.
 - b. An approximately 42,925 square foot open space area on the Level 5 roof of the Conference Center Expansion, in substantial conformance with Exhibit A.

- c. An approximately 930 square foot Level 37 Hotel amenity deck, in substantial conformance with Exhibit A.
 - d. Open space areas, including plazas, courtyards and roof terraces shall contain a minimum of 15% planted area which can include trees, shrubs, and/or groundcovers, consistent with LASED Specific Plan Section 10.E. Planters, planter boxes and similar planting containers may be counted toward this requirement.
16. **Landscaping.** Prior to the issuance of a building permit, a landscape and irrigation plan shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A and shall demonstrate conformance with the LASED Specific Plan and LASED Streetscape Plan, as applicable.
17. **Street Trees.** Street trees that are removed shall be replaced in accordance with the requirements and policies of the LASED Specific Plan, LASED Streetscape Plan, and the City's Urban Forestry Division of the Bureau of Street Services, as applicable.
18. **Amenity Deck Trees.** Any trees that are planted on any podium or deck shall be planted in a minimum three-foot planter. New trees planted within the public right-of-way shall comply with the requirements and policies of the LASED Specific Plan, LASED Streetscape Plan, and the City's Urban Forestry Division of the Bureau of Street Services, as applicable.
19. **Articulation and Fenestration.** The Project shall provide articulation, periodic changes in wall plane, building material and/or color, building fenestration, storefront signage, or other approach that creates visual interest and/or shadow lines, consistent with Exhibit A and with LASED Specific Plan Design Guidelines 19.A and 19.B.
20. **Glazing.** The Project shall provide wall openings such as storefront windows and doors at the street level façade consistent with LASED Specific Plan Design Standard 6.A and in substantial conformance with Exhibit A. Consistent with Design Standard 6.B, dark tinted, reflective, or opaque glazing is prohibited for any required wall opening. Glazing for required wall openings shall have a minimum of 90% light transmission.
21. **Balconies and overhangs.** Consistent with LASED Specific Plan Design Standards 7A and 7B, and in substantial conformance with Exhibit A, architectural features such as canopies, awnings, and overhangs shall be integral to the architecture of the building, and are permitted to extend up to 5 feet beyond the face of the building, and extend up to 8 feet beyond the face of the building within any Private Setback area, not impeding any streetscape trees or other streetscape elements.
22. **Environmental Conditions.**
- a. **Tribal Cultural Resource Inadvertent Discovery.** In the event that objects or artifacts that may be tribal cultural resources are encountered during the course of any ground disturbance activities (excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil or a similar activity), all such activities shall temporarily cease on the project site until the potential tribal cultural resources are properly assessed and addressed pursuant to the process set forth below:

- Upon a discovery of a potential tribal cultural resource, the project Permittee shall immediately stop all ground disturbance activities and contact the following: (1) all California Native American tribes that have informed the City they are traditionally and culturally affiliated with the geographic area of the proposed project; (2) and the Department of City Planning.
 - If the City determines, pursuant to Public Resources Code Section 21074 (a)(2), that the object or artifact appears to be tribal cultural resource, the City shall provide any effected tribe a reasonable period of time, not less than 14 days, to conduct a site visit and make recommendations to the Applicant and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.
 - The Applicant shall implement the tribe's recommendations if a qualified archaeologist and a culturally affiliated tribal monitor, both retained by the City and paid for by the Applicant, reasonably concludes that the tribe's recommendations are reasonable and feasible.
 - The Applicant shall submit a tribal cultural resource monitoring plan to the City that includes all recommendations from the City and any effected tribes that have been reviewed and determined by the qualified archaeologist and by a culturally affiliated tribal monitor to be reasonable and feasible. The Applicant shall not be allowed to recommence ground disturbance activities until this plan is approved by the City.
 - If the Applicant does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist, the Applicant may request mediation by a mediator agreed to by the Applicant and the City who has the requisite professional qualifications and experience to mediate such a dispute. The Applicant shall pay any costs associated with the mediation.
 - The Applicant may recommence ground disturbance activities outside of a specified radius of the discovery site, so long as this radius has been reviewed by the qualified archaeologist and by a culturally affiliated tribal monitor determined to be reasonable and appropriate.
 - Copies of any subsequent prehistoric archaeological study, tribal cultural resources study or report, detailing the nature of any significant tribal cultural resources, remedial actions taken, and disposition of any significant tribal cultural resources shall be submitted to the South Central Coastal Information Center (SCCIC) at California State University, Fullerton.
- b. Mitigation Monitoring Program. The project shall be in substantial conformance with the mitigation measures in the attached MMP and stamped "Exhibit B" and attached to the subject case file. The Project shall be in substantial conformance with the MMs contained in this MMP. The enforcing departments or agencies may determine substantial conformance with MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval, finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the MMs. Any addendum or subsequent CEQA clearance shall explain why the MM is no longer needed, not feasible, or the other basis for modifying or deleting the MM, and that the modification will not result in a new significant impact consistent with the requirements of CEQA. Under this process,

the modification or deletion of a MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the MM results in a substantial change to the Project or the non-environmental conditions of approval.

- c. **Construction Monitor.** During the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant, the election of which is in the sole discretion of the Applicant), approved by the City of Los Angeles Department of City Planning, who shall be responsible for monitoring implementation of project design features and condition measures during construction activities consistent with the monitoring phase and frequency set forth in the MMP.
- d. The Construction Monitor shall also prepare documentation of the Applicant's compliance with the project design features and condition measures during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Compliance Report. The Construction Monitor shall be obligated to report to the Enforcement Agency any non-compliance with condition measures and project design features within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of written notification to the Applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

23. Electric Vehicle Parking. All electric vehicle charging spaces (EV spaces) and electric vehicle charging stations (EVCS) that are required as part of the Project's total required parking for the hotel and conference center expansion (approximately 423 total parking spaces) shall comply with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.

24. Administrative Conditions

1. **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 file.
2. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
3. **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.

4. **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.
5. **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.
6. **Building Plans.** Page 1 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.
7. **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, City Planning Commission, Area Planning Commission, or Board.
8. **Indemnification and Reimbursement of Litigation Costs.** The 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 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.