

## CONDITIONS OF APPROVAL

### Zone Change Entitlement Conditions

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**” (dated October 5, 2020) and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Valley Project Planning 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 the provisions of the LAMC or the project conditions.
2. **Landscape Plan.** Revised landscape plans shall be submitted to show the size and location of all plants. The landscape plan shall indicate landscape points for the Project as required by LAMC 12.40 and Landscape Ordinance Guidelines “O”. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be landscaped, including an automatic irrigation system, and maintained in accordance with a final landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning. The final landscape plan shall be in substantial conformance with the submitted Landscape Plans dated October 5, 2020, and stamped as “**Exhibit A.**”
3. **Tree Report.** Prior to the issuance of a grading permit, the applicant shall submit an updated tree report and landscape plan prepared by a Municipal Code-designated tree expert as designated by LAMC Ordinance No. 186,873, for approval by the City Planning Department and the Urban Forestry Division of the Bureau of Street Services. The Tree Report shall contain the Tree Expert’s recommendations for the preservation of as many desirable (8 inches diameter or greater) trees as possible and shall provide species, health, and condition of all trees with tree locations plotted on a site survey. Any on-site 1:1 tree replacement shall be required for any unavoidable loss of any desirable on-site trees. The Tree Report shall also contain conditions to preserve and protect in place the off-site California black walnut tree to the south of the site.
4. **Tree Replacement.** A minimum of one tree (a minimum of 48 inch box in size if available) shall be planted for each one that is removed and a minimum of four trees must be planted for the removal of the protected California black walnut tree. All protected tree removals must be approved by the Board of Public Works. Contact the Urban Forestry Division at (213) 847-3077.
5. **Solar-ready Buildings.** The Project shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
6. **Solar Power.** The project shall provide photovoltaic solar panels on a minimum of 15 percent of the building’s total roof area as a part of an operational photovoltaic system to be maintained for the life of the project.
7. **Heat Island Effect.** To reduce the heat island effect, a minimum of 50 percent of the area of pathways, patios, driveways or other paved areas shall use materials with a minimum

initial Solar Reflectance value of 0.35 in accordance with ASTM (American Society of Testing Materials) standards.

- 8. Greywater.** The project shall be constructed with an operable recycled water pipe system for onsite greywater use, to be served from onsite non-potable water sources such as showers, washbasins, or laundry and to be used as untreated subsurface irrigation for vegetation or for cooling equipment. The system specifics shall be required as determined feasible by the Department of Water and Power in consultation with the Department of City Planning.
- 9. Stormwater/irrigation.** The project shall implement on-site stormwater infiltration as feasible based on the site soils conditions, the geotechnical recommendations, and the City of Los Angeles Department of Building and Safety Guidelines for Storm Water Infiltration. If on-site infiltration is deemed infeasible, the project shall analyze the potential for stormwater capture and reuse for irrigation purposes based on the City Low Impact Development (LID) guidelines.
- 10. Utility Connections.** New utility connections shall be undergrounded to the best extent possible.
- 11. Electric Vehicle Parking.** Each two-car parking garage shall be equipped with a minimum of one EV charger to immediately accommodate electric vehicles within the parking areas.
- 12. Coordination with LAUSD.** Prior to final signoff, the applicant shall communicate with the LAUSD school administrators (Noble Avenue Elementary School, Vista Middle School) to share the construction schedule, establish points of contact, and identify measures to be implemented to avoid disruption of school activities including but not limited to pick-up/drop-off by vehicles and foot, use of the school parking lot, outdoor breaks and recreation, noise beyond codified limits, and any construction activities that have potential to create airborne particulates from grading. A copy of this communication shall be submitted to the case file.
- 13. Pedestrian Pathway.** The applicant's final plans shall show a minimum 4 foot wide pedestrian pathway that is parallel to the common access driveway / fire lane and connects to the Noble Avenue right-of-way. The pedestrian pathway shall be constructed and / or treated with a change of materials, finishes, patterns, or paving that distinguishes the pathway from vehicular traffic. The applicant's final plans shall be revised to show a distinguishable pedestrian pathway across the turnaround area between Lots 3 and 4.
- 14. Primary Pedestrian Entryway.** A primary pedestrian entryway shall be provided for each small lot home. The entryway shall be oriented toward the 4 foot wide pedestrian pathway.
- 15. Primary Pedestrian Entryway.** There shall be a minimum 8 foot separation between the face of the primary entryway of each small lot home and the adjacent building wall of a neighboring small lot home to provide access to air, light, and ventilation.
- 16. Fences and Walls**
  - a. No fence or wall within the setback area abutting Noble and Wisner Avenues may exceed 3.5 feet in height.

- b. Fences and walls abutting Noble and Wisner Avenues shall be decorative but not limited to latticework, ornamental fences, screen walls, hedges, or dense shrubs / trees.
- c. Solid masonry walls along Noble or Wisner Avenues are not permitted.
- d. No other fence or wall may exceed 6 feet in height except to retain an existing fence, which shall be retained for the protection of the California black walnut tree on-site and / or the California black walnut tree off-site.

### **Administrative Conditions**

- 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.
- 20. 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 (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent property owners, heirs or assigns. The agreement shall be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.
- 21. Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean the agencies, public offices, legislation or their successors, designees or amendment to any legislation.
- 22. Enforcement.** 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 amendment thereto.
- 23. Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the department of City Planning and the Department of Building & Safety.
- 24. 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 of Planning, pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if in the decision makers opinion, such actions are proved necessary for the protection of persons in the neighborhood or occupants of adjacent property.

**25. 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 and the City Planning Commission.

**26. 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, in whole or in part, 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.
- ii. 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.
- 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.