

Note: Conditions of Approval were not modified as a result of the Commission's decision.

## CONDITIONS OF APPROVAL

### Development 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. **Dual Permit Jurisdiction Area.** The project is located within the Dual Permit Jurisdiction area of the California Coastal Zone. Pursuant to LAMC Section 13B.9.1.D.4, the decision of the permit granting authority, or any appeal body to approve issuance of a permit shall not be deemed to be final and no Coastal Development Permit may be issued until 20 working days have expired from the date said notice of permit issuance is deemed received by said Executive Director and without an appeal having been taken to the Coastal Commission. As further stipulated in California Code of Regulations Section 13313, the permit shall not become effective until the requirements of Public Resources Code (PRC) Section 30601 have been fulfilled. As required by PRC Section 30601, the applicant shall file an application for a second (or "dual") coastal development permit with the Coastal Commission. Prior to the issuance of any permits, the Applicant shall submit proof of a valid ("dual") permit issued by the Coastal Commission.
4. **Residential Density.** The proposed project shall be limited to a maximum of two (2) dwelling units. The project proposes a single-family dwelling with an attached Accessory Dwelling Unit (ADU).
5. **Height.** The proposed project shall be limited to a maximum overall height of 49 feet, 11 inches above grade and a maximum height of 15 feet within the 38-foot-deep front portion of the lot along Montreal Street as measured from the midpoint of the front property line, as shown on Sheet A-7 in Exhibit A.
6. **Front Yard.** The project shall provide a front yard of five (5) feet adjacent to Montreal Street, as measured from the front lot line, as shown on Sheet A-1 in Exhibit A.
7. **Parking and Access.** A total of two (2) parking spaces shall be provided for the proposed project, as shown in Exhibit A. Parking layout shall be subject to review and final approval by the Department of Building and Safety.
8. **Bird Strike Prevention.** Glass railings on decks and balconies shall use materials designed to minimize bird-strikes. Such materials may consist, all or in part, of frosted or partially-frosted glass, or other visually permeable barriers that are designed to prevent creation of a bird strike hazard. Clear glass or Plexiglas shall not be installed unless they contain UV-reflective glazing that is visible to birds or appliques (e.g. stickers/decals)

designed to reduce bird-strikes by reducing reflectivity and transparency are also used. Any appliqués used shall be installed to provide coverage consistent with manufacturer specifications (e.g. one appliqué for every 3 foot by 3 foot area) and the recommendations of the Executive Director. Use of opaque or partially opaque materials is preferred to clean glass or Plexiglas and appliqués. All materials and appliqués shall be maintained throughout the life of the development to ensure continued effectiveness at addressing bird strikes and shall be maintained at a minimum in accordance with manufacturer specifications. The proposed glass railings for the patio and balconies shall utilize bird safe glass.

9. **Permanent Public Right-of-Way Encroachments.** As shown in Exhibit A, the proposed driveway, walkway, and planters shall be permitted within the area between the sidewalk edge and the front property line along Montreal Street. Prior to the issuance of a building permit, a revocable encroachment permit, or proof of filing for a revocable permit, shall be obtained from the Department of Public Works – Bureau of Engineering (BOE) for any encroachments along Montreal Street. Permanent encroachments shall be limited to grade level uses including gardens, patios, landscaping, ground level decks, fences, driveways, and walkways.
10. **Grading.** The project includes necessary grading and excavation, comprised of 383 cubic yards of cut, 35 cubic yards of fill, and the export of 348 cubic yards of soil, subject to final approval by the Department of Building and Safety. The project shall comply with the Conditions of Approval required in the Geology and Soils Report Approval Letter issued by the Department of Building and Safety, Grading Division, dated May 14, 2025 (Log No. 123442-01) and any subsequent amendment thereto. All Conditions of Approval shall be incorporated and printed on the plans submitted for plan check.
11. **Landscaping.** All landscaping shall be drought tolerant and native or non-invasive plant species. No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Exotic Pest Plant Council, or identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as “noxious weed” by the State of California or the U.S. Federal Government shall be utilized within the property.
12. Outdoor lighting shall be designed and installed with shielding so that light does not overflow into adjacent residential properties.
13. 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.

#### **Administrative Conditions**

14. 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.
15. Prior to the issuance of any permits, 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 Department of City Planning for attachment to the subject case file.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Covenant.** Prior to the effectuation 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 Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file. Fees required per LAMC section 19.01.E(3) for Monitoring of Conditional Use Permits and Inspection and Field Compliance Review of Operations shall be paid to the City prior to the final clearance of this condition.

24. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
25. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.
26. **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.