

## CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on January 22, 2026)

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 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 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. **Coastal Zone.** The project is subject to Coastal Development Permit 5-24-0123 issued by the California Coastal Commission and any subsequent amendments.
4. **Height.** Within 60 feet of the mean high tide of the Ballona Lagoon or inland side of the Esplanade (City right-of-way), whichever is furthest from the water as determined by a licensed surveyor, Venice Coastal Development Projects shall not exceed a maximum height of 30 feet. Beyond 60 horizontal feet, one additional foot in height is permitted for each two additional horizontal feet to a maximum height of 38 feet. As shown in "Exhibit A", the project provides a height of 30 feet commencing at 60 horizontal feet from the Esplanade property line with an encroachment plane to a building height of 32 feet; height shall be measured from the average existing natural grade
5. **Canal Setback and Permeable Yard.** The project shall provide an average setback of 15 feet, but not less than ten feet from the lot line nearest to the water. An open, permeable yard with an area of at least 15 times the lot width and a minimum area of 450 square feet shall be maintained between the property line that faces the water and the front of any structure. No building extensions, including stairs and balconies, shall be allowed in the required Permeable yard area, except for ground level Permeable decks that do not exceed 18 inches in height. The combined height of any decks, railings, garden walls, and fences situated within the required Permeable yard shall not exceed six feet above the elevation of the adjacent public walkway. As shown in "Exhibit A", the project provides 2,921 square feet of Permeable yard adjoining Grand Canal and 1,074 square feet of Permeable yard adjoining the Ballona Lagoon.
6. **Yards.** The side yard shall be consistent with LAMC requirements but shall not be less than 3 feet 6 inches.
7. **Parking.** As shown in "Exhibit A" and as approved by the Department of Building and Safety, the project shall provide a total of eleven (11) vehicle parking spaces, where one parking space maybe substituted for four bicycle parking spaces. All vehicle access shall be from Hurricane Street.

Signage for the surface parking lot shall be installed to clearly identify the public parking spaces and to inform the public of the hours of use from sunrise to sunset. The surface parking lot shall be locked from sunset to sunrise.

8. **Drainage.** The applicant shall submit drainage plans to the Department of Building and Safety for its approval. All drainage for new construction shall be directed away from the Ballona Lagoon.

9. **Grading.** The project includes necessary grading and excavation, comprised of 7,324 cubic yards of cut and 5,864 cubic yards of fill and the export of 1,460 cubic yards of soil, subject to review and 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 November 15, 20218 (Log No. 104503-01) and any subsequent amendment thereto. All Conditions of Approval shall be incorporated and printed on the plans submitted for plan check.
10. 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.
11. Outdoor lighting shall be designed and installed with shielding so that light does not overflow into adjacent residential properties.
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 Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
14. 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.

### **Environmental Conditions – Mitigation Measures**

15. The project shall be in substantial conformance with the mitigation measures in the Mitigation Monitoring and Reporting Program (MMRP) in the subject case file. The implementing and enforcing agencies may determine substantial conformance with mitigation measures in the MMP. If substantial conformance results in effectively deleting or modifying the mitigation measure, the Director of Planning shall provide a written justification supported by substantial evidence as to why the mitigation measure, in whole or in part, is no longer needed and its effective deletion or modification will not result in a new significant impact or a more severe impact to a previously identified significant impact.
16. If the Project is not in substantial conformance to the adopted mitigation measures or MMP, a modification or deletion shall be treated as a new discretionary action under CEQA Guidelines, Section 15162(c) and will require preparation of an addendum or subsequent CEQA clearance. Under this process, the modification or deletion of a mitigation measure shall not require a Plan Approval filing unless the Director of Planning also finds that the change to the mitigation measures results in a substantial change to the Project or are non-environmental.

17. The project shall provide an informational webpage for the benefit of the neighbors and community members. The information webpage shall include, but not limited to, reporting on weekly methane levels, emergency response plan and street closures.
18. The applicant shall provide an emergency response plan and provide such plan to property owners and occupants within 100 feet of the subject site (excluding public rights-of-way).
19. The applicant shall provide an allowance for mitigation of inadvertent damage caused during construction.

### **Administrative Conditions**

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. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
22. **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.
23. **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.
24. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect 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.
25. **Condition Compliance.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
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 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.