

## (Q) QUALIFIED CONDITIONS

Pursuant to Section 12.32 G of the Municipal Code, the following limitations are hereby imposed upon the use of the subject property, subject to the "Q" Qualified classification.

### A. Development Conditions:

1. **Development.** The use and development of the property shall be in substantial conformance with the illustrative site plan, elevations, and renderings labeled Exhibit "A", dated October 12, 2016, except as may be revised as a result of this action.
2. **Density.** A maximum of twenty-eight (28) dwelling units shall be permitted.
3. **Height.** Buildings and structures shall not exceed a height of twenty-five (25) feet and two (2) stories.
4. **Open Space.** Common open space shall be provided on Lots 12, 16, and 17, in substantial conformance with the site plan labeled as Exhibit "A". Maintenance of the common open space shall be included as part of the Maintenance Association formed for the development.

The incidental tract map, VTT-71232-SL, shall be revised to reflect a common access easement for access and use of Lot 12 to the satisfaction of the Advisory Agency.

5. **Electric Vehicle Parking.** A minimum of one parking space per dwelling unit shall be capable of supporting future electric vehicle supply equipment (EVSE). Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity.

A minimum of ten dwelling units shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

6. **Solar Panels.** The dwelling units shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.

A minimum of ten dwelling units shall be equipped with solar panels to be connected to the dwelling's electrical system.

### B. Environmental Conditions:

1. **Aesthetics (Light).** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.
2. **Tree Removal (Locally Protected Trees).**
  - a. All protected tree removals require approval from the Board of Public Works.

- b. A Tree Report shall be submitted to the Urban Forestry Division of the Bureau of Street Services, Department of Public Works, for review and approval (213-847-3077), prior to implementation of the Report's recommended measures.
- c. The location of trees planted for the purposes of replacing a removed protected tree shall be clearly indicated on the required landscape plan, which shall also indicate the replacement tree species and further contain the phrase "Replacement Tree" in its description.
- d. Bonding (Tree Survival):
  - i. The applicant shall post a cash bond or other assurances acceptable to the Bureau of Engineering in consultation with the Urban Forestry Division and the decision maker guaranteeing the survival of trees required to be maintained, replaced or relocated in such a fashion as to assure the existence of continuously living trees for a minimum of three years from the date that the bond is posted or from the date such trees are replaced or relocated, whichever is longer. Any change of ownership shall require that the new owner post a new oak tree bond to the satisfaction of the Bureau of Engineering. Subsequently, the original owner's oak tree bond may be exonerated.
  - ii. The City Engineer shall use the provisions of Section 17.08 as its procedural guide in satisfaction of said bond requirements and processing. Prior to exoneration of the bond, the owner of the property shall provide evidence satisfactory to the City Engineer and Urban Forestry Division that the oak trees were properly replaced, the date of the replacement and the survival of the replacement trees for a period of three years.
- e. A minimum of four trees (a minimum of 48-inch box in size if available) shall be planted for each protected tree that is removed. The canopy of the replacement trees, at the time they are planted, shall be in proportion to the canopies of the protected tree(s) removed and shall be to the satisfaction of the Urban Forestry Division.

### **3. Tree Removal (Public Right-of-Way).**

- a. Removal of trees in the public right-of-way requires approval by the Board of Public Works.
- b. The required Tree Report shall include the location, size, type, and condition of all existing trees in the adjacent public right-of-way and shall be submitted for review and approval by the Urban Forestry Division of the Bureau of Street Services, Department of Public Works (213-847-3077).
- c. The plan shall contain measures recommended by the tree expert for the preservation of as many trees as possible. Mitigation measures such as replacement by a minimum of 24-inch box trees in the parkway and on the site, on a 1:1 basis, shall be required for the unavoidable loss of significant (8-inch or greater trunk diameter, or cumulative trunk diameter if multi-trunked, as measured 54 inches above the ground) trees in the public right-of-way.

- d. All trees in the public right-of-way shall be provided per the current Urban Forestry Division standards.
4. **Cultural/Historic Resources.** Prior to any ground disturbance and/or grading activities, a Native American Monitor shall be secured through the Fernandeno Tatviam Band of Mission Indians in order to determine the presence of, and proper treatment of Native American resources potentially occurring on the project site. The Native American Monitor shall be present during all ground disturbance and/or grading activities. Should the project involve more than one grading unit occurring simultaneously, an additional monitor per grading unit shall be required.
5. **Public Services (Police – Demolition/Construction Sites).** Temporary construction fences shall be placed along the periphery of the active construction areas to screen as much of the construction activity from view at the local street level and to keep unpermitted persons from entering the construction area. Fences shall be constructed around the site to minimize trespassing, vandalism, short-cut attractions and attractive nuisances.

### **C. Administrative Conditions**

1. **Approvals, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews 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.
2. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
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 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.
4. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, 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 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.
6. **Building Plans.** 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.
7. **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.

8. **Expedited Processing Section.** Prior to the clearance of any conditions, the applicant shall show proof that all fees have been paid to the Department of City Planning, Expedited Processing Section.
9. **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 \$25,000. 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).
- 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 in paragraph (ii).
- e. 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 include 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.