

CONDITIONS OF APPROVAL

Project Permit Compliance (Ventura-Cahuenga Boulevard Corridor Specific Plan)

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, labeled "Exhibit A", dated November 4, 2016, attached to the subject case file. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code, the project conditions, or the project permit authorization.
2. **Use.** The project shall be limited to 335 residential (apartment) units, approximately 367,926 square feet, including a leasing office and recreational amenities.
3. **Floor Area.** The project shall be limited to a maximum of 2.1:1 Floor Area Ratio (as conditioned by "off-menu" incentive pursuant to providing 17 units of Very Low Affordable housing units, as defined by the State Density Bonus Law 65915(C)(2), with an additional 9 units (2.5%) set aside for Very Low Income units not subject to the State Density Bonus Law 65915 (C)(2)).
4. **Demolition.** This approval shall permit the demolition of the existing structures on site, including an office building, shed, carport, and removal of existing trees on site. No street trees shall be removed without a permit approval from the Urban Forestry Division.
5. **Height.** The maximum height of the project shall not exceed 56 feet (as conditioned by "off-menu" incentive pursuant to providing 17 units of Very Low Affordable housing units, as defined by the State Density Bonus Law 65915(C)(2), with an additional 9 units (2.5%) set aside for Very Low Income units not subject to the State Density Bonus Law 65915 (C)(2)).
6. **Mechanical and Rooftop Equipment Screening.** No mechanical or rooftop equipment shall be visible from Clarendon Street, and shall be screened behind architectural elements.
7. **Site and Parking Lot Landscaping.** The landscaping on site shall be in substantial conformance with the submitted planting and irrigation plan per Exhibit A dated November 4, 2016 and as follows:
 - a. A minimum 15-foot landscaped buffer shall be located along the north property line adjacent to U.S. 101 Freeway use. In addition to the 6 existing trees, an additional 34, 36-inch box trees shall be planted in a single row along the northern property line.
 - b. Notwithstanding Condition A.17 requiring consultation with the Urban Design Studio, the applicant shall provide a minimum of 13 trees along the western property line, and a minimum of 14 trees along the eastern property line.
 - c. A minimum of three (3), 24-inch box trees (shade trees) shall be planted and dispersed among the four (4) surface parking spaces assigned for the leasing office.
 - d. A minimum of 1,357 square feet of landscaping shall be provided on the garage roof area.
 - e. The applicant shall maintain the landscape in a good, healthy condition by performing daily maintenance, removing trash, and replacing any dead plant materials, broken irrigation sprinklers and watering devices.

8. **Parkway Improvements.** Street trees shall include 36-inch box shade tree (American Sweetgum, Liquidamber *Styraciflua*) planted in the front parkway area. All plantings, irrigation system, and pathways in the parkway area shall be to the satisfaction of Los Angeles Bureau of Engineering and the Urban Forestry Division.
9. **Project Impact Assessment Fee.** Prior to Planning clearance, the applicant shall make arrangements with the Department of Transportation (DOT) to assure:
 - a. All requirements and conditions listed in the DOT traffic assessment letter dated August 24, 2016 and all subsequent revisions to this traffic assessment.
 - b. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to the submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 6262 Van Nuys Boulevard, Suite 320, Van Nuys, CA 91401.
 - c. That a fee in the amount of \$197 be paid to the Department of Transportation as required by Ordinance No. 180,542 and LAMC Section 19.15. Note: The Applicant may be required to comply with any other applicable fees per this new ordinance and as provided in the Department of Transportation assessment letter dated August 4, 2016.

NOTE: PIA fees to be paid are subject to change due to increases to the Annual Indexing as determined by the DOT.

10. **Lighting.** Lighting should be directed onto the site, and be adequately aimed and shielded so as to not spill over onto adjacent properties, especially into areas planned and zoned for residential uses.
11. **Signage.** No signage was requested by the Applicant. A new application for project permit compliance shall be filed, along with corresponding fees, for review of any signage proposed for the project.
12. **Specific Plan Covenant and Agreement.** A Covenant and Agreement shall be recorded for the conditions of approval established herein, acknowledging the contents and limitations of the Ventura/Cahuenga Boulevard Corridor Specific Plan, with the Los Angeles County Recorder. The Covenant and Agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assigns and shall be submitted to the Department of City Planning for approval prior to being recorded. After recording, a copy bearing the County Recorder's number and date shall be provided to the Department of City Planning for attachment to the administrative file.
13. **Modifications.** Any modifications, change-of-use or increase in floor area of the property shall be cause for separate discretionary review pursuant to Section 11.5.7 of the LAMC and other applicable statutory requirements.

Administrative Conditions of Approval

14. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews or approvals, 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.
15. **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
16. **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.
17. **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.
18. **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.
19. **Building Plans.** Page 1 of the grant 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.
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. **Indemnification.** 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 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 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 (b).
 - 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 (b).
 - 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. Action 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.