

CONDITIONS OF APPROVAL

As modified by the City Planning Commission on April 20, 2017

Approval of this subject development project is made with the following Terms and Conditions imposed, in order to ensure compliance with allocable requirements of Los Angeles Municipal Code Section 12.22-A,25 and State Government Code Section 65915 (State Density Bonus Program).

Density Bonus 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," and attached to the subject case file. Minor deviations may be allowed in order to comply with the provisions of the Los Angeles Municipal Code or the project conditions.
2. **Commercial Uses.** The total commercial floor area shall not exceed 5,500 square feet within the C2-1VL Zone.
3. **Residential Density.** The project shall be limited to a maximum density of 52 residential units including Density Bonus Units.
4. **Affordable Units.**
 - a. A minimum of five (5) units shall be reserved as affordable units for Very Low Income Households, as defined by the State Density Bonus Law 65915(C)(2).
 - b. Changes in Restricted Units. Deviations that increase the number of restricted affordable units or that change the composition of units or change parking numbers shall be consistent with L.A.M.C. Section 12.22-A,25.
5. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing and Community Investment Department (HCIDLA) to make five (5) units available to Very Low Income Households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years. Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file and to the Council Office and Neighborhood Council. The project shall comply with the Guidelines for the Affordable Housing Incentives Program adopted by the City Planning Commission and with any monitoring requirements established by the HCIDLA. Refer to the Density Bonus Legislation Background section of this determination.
6. **Floor Area Ratio (FAR).** The project shall be limited to a maximum FAR of 2.02 times the Buildable Area of the lot for the C2-1VL Zone and a maximum FAR of 4.05 times the Buildable Area of the lot for the R3-1 Zone.
7. **Averaging.** The project may average the FAR, density, open space, parking, and vehicular access between the C2-1VL and R3-1 Zones.
8. **Height.**
 - a. The portion of the building located within the C2-1VL Zone and within a 50-foot radius of the R1-1 Zone, as shown on Exhibit A, shall be limited to a maximum height of 25 feet.

- b. The project shall be limited to a maximum height of 56 feet and five (5) stories.
9. **Open Space.** The project shall provide open space in accordance with LAMC Section 12.21-G. Planting of required trees within the public right-of-way shall obtain approval from the Urban Forestry Division prior to obtaining approval from the Department of City Planning.
 10. **Lighting.** 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.
 11. **Glare.** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.
 12. **Solar-ready Buildings.**
 - a. 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.
 - b. A minimum of fifteen (15%) percent of the rooftop, as shown on Exhibit A, shall be reserved for the installation of solar panels. The solar panels shall be installed prior to the issuance of a certificate of occupancy.
 13. **Mechanical Equipment.** All exterior mechanical equipment, including HVAC equipment, satellite dishes, cellular antennas and air conditioners, shall not be visible from public rights-of-way or adjacent residences or placed in window or door openings.
 14. **Signage.** On-site signs shall be limited to the maximum allowable under the Municipal Code. The location, type, and size of signage are not part of this approval.
 15. **Art Mural/Public Art Piece.** Art mural(s) and/or public art piece(s) shall be in compliance with all applicable City regulations, pursuant to Section 22.119 of the Los Angeles Administrative Code and including approval from the Department of Cultural Affairs.
 16. **Trees.**
 - a. New trees shall be planted on Melrose Avenue, subject to the review and approval of Urban Forestry. Prior to the issuance of any permit, a plot plan shall be prepared indicating the location, size and type of all new trees.
 - b. Removal or planting of any tree in the public right-of-way requires approval of the Board of Public Works. Contact Urban Forestry Division at: 213-847-3077. All trees in the public right-of-way shall be provided per the current standards of the Urban Forestry Division, Bureau of Street Services, Department of Public Works.
 17. **Trash/Recycling.** Trash and recycling bins shall be located within the building or a gated, covered enclosure constructed of materials identical to the exterior wall materials of the building and screened with landscaping, so as not to be viewed from public right-of way or adjacent residences.
 18. **Construction.** The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. On-site power generators shall either be plug-in electric or solar powered.

19. Automobile Parking.

- a. Vehicle parking may be provided consistent with AB 744, which permits a minimum of 0.5 parking spaces per bedroom, provided that a minimum of 11 percent of the base dwelling units is set aside for Very Low Income households; otherwise, parking shall be provided consistent with LAMC Section 12.22-A,25(d).
- b. Commercial automobile parking shall be provided consistent with LAMC Section 12.21-A,4.
- c. Adjustment of Parking. In the event that the number of Restricted Affordable Units should increase, or the composition of such units should change (i.e. the number of bedrooms, or the number of units made available to Senior Citizens and/or Disabled Persons), or the applicant selects another Parking Option (including Bicycle Parking Ordinance) and no other Condition of Approval or incentive is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth pursuant to L.A.M.C. Section 12.22-A,25.
- d. A minimum of twenty (20%) percent of the total provided parking spaces shall be capable of supporting future electric vehicle supply equipment (EVSE). EVSE, infrastructure, and all devices related to EV charging shall be installed in accordance with California Electrical Code and to the satisfaction of the Department of Building and Safety.
- e. A minimum of four (4) automobile parking spaces shall be installed with EV Charging Stations.

20. Bicycle Parking. Residential and commercial bicycle parking shall be provided consistent with LAMC Section 12.21-A,16.

Administrative Conditions:

- 21. 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 Planning Department for placement in the subject file.
- 22. Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
- 23. 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.
- 24. Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.

25. **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.
26. **Building Plans.** Page 1 of the grants 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.
27. **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.

28. 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 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 \$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 (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. 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.