

CONDITIONS OF APPROVAL
(As Modified by the City Planning Commission on September 14, 2017)

A. Entitlement Conditions

1. **Project Description.** The mixed-use project will result in a total floor area of approximately 936,712 square feet consisting of: a 300-room hotel, 435 residential units, and 58,959 square feet of commercial uses.
2. **Site Plan.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped "Exhibit A" and dated July 7, 2017, 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, with each change being identified and justified in writing. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
3. **Parking.** Parking shall be in compliance with the LAMC, except as otherwise authorized herein.
4. **Development Agreement.** Prior to the issuance of a building permit for any phase within the project, the Department of Building and Safety shall confirm that the public benefits, as identified in Case No. CPC-2015-1160-DA, have been satisfied.
5. **Mitigation Monitoring Program.** The project shall be in substantial conformance with the mitigation measures in the attached MMP and stamped "Exhibit B" and attached to 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.

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 Zone Change unless the Director of Planning also finds that the change to the mitigation measures results in a substantial change to the Project or the non-environmental conditions of approval.

6. **Mitigation Monitor.** During the construction phase and prior to the issuance of building permits, the applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of project design features and mitigation measures during construction activities consistent with the monitoring phase and frequency set forth in this MMP.

The Construction Monitor shall also prepare documentation of the applicant's compliance with the project design features and mitigation measures during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the applicant and Construction Monitor and be included as part of the applicant's

Compliance Report. The Construction Monitor shall be obligated to immediately report to the Enforcement Agency any non-compliance with the mitigation measures and project design features within two businesses days if the applicant does not correct the non-compliance within a reasonable time of notification to the applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

7. **Site Plan.** 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.
8. **TFAR.**
 - a. **Floor Area.** Development shall not exceed an 8.03:1 Floor Area Ratio (FAR) and a total floor area of 936,712 square feet. The Transfer Payment and Public Benefit Payment shall be pro-rated to the amount of TFAR being acquired in the event the maximum amount of TFAR approved is not required. The base lot area used to calculate the base floor area shall be 116,660 square feet at a 6:1 FAR. Changes to the project that result in a twenty percent decrease in floor area, or more, shall require new entitlements.
 - b. **TFAR Transfer Payment.** The project is subject to and shall pay a TFAR Transfer Payment in conformance with Section 14.5.6 through 14.5.12 of the Code. Such payment shall be based on the actual amount of floor area transferred to the project site.
 - i. The total amount of floor area authorized to be transferred from the Los Angeles Convention Center by this action shall not exceed 236,752 square feet. The total floor area of the Project Site shall not exceed 936,712 square feet.
 - ii. The applicant shall provide a TFAR Transfer Payment consistent with LAMC Section 14.5.10. in the amount of \$5 per square foot, or \$1,183,760, for the transfer of 236,752 square feet from the Los Angeles Convention Center to the project site.
 - c. **Public Benefit Payment.** The project is subject to and shall pay a Public Benefit Payment in conformance with Section 14.5.6 through 14.5.12 of the Code.
 - i. The applicant shall provide a Public Benefit Payment consistent with LAMC Section 14.5.9. in the amount of \$7,216,612. The Project shall provide 100 percent (or \$7,216,612) of the Public Benefit Payment to the Public Benefit Payment Trust Fund.
 - ii. The Applicant shall pay the required Public Benefit Payment in cash to the Public Benefit Trust Fund, pursuant to the terms of Transfer of Floor Area Rights Ordinance No. 181,574, Article 4.5 of the LAMC. The Public Benefit Payment proof of cash payment and direct provision of public benefits is required upon the earliest occurrence of either:
 - (1.) The issuance of the building permit for the Project; or
 - (2.) Twenty-four months after the final approval of the Transfer and the expiration of any appeals or appeal period; should the Applicant not make the required

payments within the specified time, subject approval shall expire, unless extended by the Director in writing.

9. **Master Conditional Use for Alcoholic Beverages.**

- a. **Grant.** The Master Conditional Use authorization herein to allow the on-site sale, dispensing and consumption of a full line of alcoholic beverages shall be limited to the following: 25 portable units within the hotel; mini-bars within each hotel room; five restaurants/bars within the hotel; 15 restaurants/bars within the commercial area. The Master Conditional Use authorization herein to allow the sale and off-site consumption of a full line of alcoholic beverages shall be limited to three retail establishments within the project site. The Master Conditional Use authorization here to allow live entertainment and/or patron dancing shall be limited to 20 establishments.
- b. **Plan Approval.** The property owner or individual operator shall file a Plan Approval pursuant to Section 12.24-M of the Los Angeles Municipal Code in order to implement and utilize the Conditional Use Permit authorized for each unit. The Plan Approval application shall be accompanied by the payment of appropriate fees and must be accepted as complete by the Department of City Planning. Mailing labels shall be provided by the applicant for all abutting owners, for the Council Office, the Neighborhood Council and for the Los Angeles Police Department. A public hearing shall be conducted. The purpose of the Plan Approval procedure is to review each proposed venue in greater detail and tailor specific conditions for each premise including but not limited to hours of operation, seating capacity, size, security, the length of a term grant and/or any requirement for a subsequent Approval of Plans application to evaluate compliance and effectiveness of the conditions of approval. Conditions herein shall be incorporated into each Plan Approval unless in the opinion of the decision-maker the applicant has justified otherwise. (Future operators may request beer and wine sales in lieu of a full line of alcoholic beverages when they file their Plan Approval.)
- c. There shall be no coin-operated game machines or video machines permitted on the premises at any time.
- d. The conditions of this grant, a police permit, a copy of a business license, insurance information and an emergency contact phone number for the operator and valet service(s), if any, shall be retained on the premises at all times and be immediately produced upon request of the Los Angeles Police Department, the Department of City Planning, State Department of Alcoholic Beverage Control or other responsible agencies. The manager and all employees shall be knowledgeable of these Conditions.
- e. Electronic age verification device(s) which can be used to determine the age of any individual attempting to purchase alcoholic beverages and shall be installed on the premises at each point-of-sale location. The device(s) shall be maintained in an operational condition and all employees shall be instructed in their use prior to the sale of any alcoholic beverages.
- f. No employee or agent shall be permitted to accept money or any other thing of value from a customer for the purpose of sitting or otherwise spending time with customers while in the premises. Additionally, the licensee(s) shall not provide, permit or make available, either gratuitous or for compensation, male or female patrons who act as escorts, companions or guests of and for the customers.

- g. No employee or agent shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while in the premises.
- h. No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the applicant.
- i. The applicant shall not permit any loitering on the premises or on property adjacent to the premises.
- j. The applicant shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, including the sidewalk in front of the venue.
- k. Security cameras shall be maintained on the premises that are serving alcohol and a one-month video library that covers all common areas of the premises, high-risk areas, the patios and entrances and exits.
- l. Security personnel shall be licensed consistent with State law and Los Angeles Police Commission standards and maintain an active American Red Cross first-aid card. The security personnel shall be dressed in such a manner as to be readily identifiable to patrons and law enforcement personnel.
- m. The operator shall maintain a security log of events, incidents and evictions of patrons. This log shall be maintained in the office on the premises at all times and shall be immediately produced upon request of any Los Angeles Police Officer.
- n. There shall be no adult entertainment pursuant to LAMC Section 12.70.
- o. The applicant/ operator shall identify a contact person and provide a 24-hour "hot line" telephone number for any inquiries or complaints from the community regarding the subject facility. Prior to the utilization of this grant, the phone number shall be posted on the site so that is readily visible to any interested party. The hot line shall be:
 - Posted at the entry, and the cashier or customer service desk,
 - Provided to the immediate neighbors, schools and the Neighborhood Council,
 - Responded to within 24-hours of any complaints/inquiries received on this hot line, and,
 - The applicant shall document and maintain a log of complaints received, the date and time received and the disposition of the response. The log shall be made available for review by the Los Angeles Police Department, State ABC Investigators and the Department of City Planning's Condition Compliance Unit upon request.
- p. Any outdoor dining area in the public right-of-way shall obtain a revocable permit from the Bureau of Engineering prior to the opening of the outdoor dining area.
- q. A "designated driver program" shall be implemented in which free non-alcoholic beverages such as coffee, tea or soft drinks will be offered to the designated driver of a group. The availability of this program shall be made known to patrons either via a card placed on all tables and bars or in a program description in the menu.
- r. Within 6 months of the effective date of any Plan Approval granted pursuant to this Master Conditional Use Permit, all employees involved with the sale of alcoholic beverages shall enroll in the Los Angeles Police Department's "Standardized Training

for Alcohol Retailers” STAR program. Upon completion of such training, the applicant shall request the Police Department to issue a letter identifying which employees completed the training. The applicant shall transmit a copy of the letter from the Police Department to the Department of City Planning’s Condition Compliance Unit as evidence of compliance. In the event there is a change in the licensee, within one year of such change, this training program shall be required for all new staff.

- s. If at any time during the period of the grant, should documented evidence be submitted showing continued violation(s) of any condition(s) of the grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Condition Compliance Unit will have the right to require the petitioner(s) to file for a plan approval application together with the associated fees, to hold a public hearing to review the petitioner’s compliance with and the effectiveness of the conditions of the grant. The petitioner(s) shall submit a summary and supporting documentation of how compliance with each condition of the grant has been attained.
- t. Prior to the beginning of operations, the manager of the facility shall be made aware of the conditions and shall inform his/her employees of the same. A statement with the signature, printed name, position and date signed by the manager and his/her employees shall be provided to the Condition Compliance Unit within 30 days of the beginning day of operation of the establishment. The statement shall read as follows:

We, the undersigned, have read and understand the conditions of approval to allow the sale and dispensing of a full line of alcoholic beverages for on and off-site consumption, in conjunction the [restaurant][facility], known as [NAME OF VENUE][NAME OF FACILITY], and agree to abide and comply with said conditions.

- u. Should there be a change in the ownership and/or the operator of the business, the property owner and the business owner or operator shall provide the prospective new property owner and the business owner/operator with a copy of the conditions of this action prior to the legal acquisition of the property and/or the business. Evidence that a copy of this determination has been provided to the prospective owner/operator, including the conditions required herewith, shall be submitted to the Condition Compliance Unit in a letter from the new operator indicating the date that the new operator/management began and attesting to the receipt of this approval and its conditions. The new operator shall submit this letter to the Condition Compliance Unit within 30 days of the beginning day of his/her new operation of the establishment along with the dimensioned floor plan, seating arrangement and number of seats of the new operation. This Condition does not apply to any change of ownership of the overall development currently known as 1020 S. Figueroa Street Project.
- v. **MViP – Monitoring, Verification and Inspection Program.** At any time, before, during, or after operating hours, a City inspector may conduct a site visit to assess compliance with, or violations of, any of the conditions of this grant. Observations and results of said inspection will be documented and used to rate the operator according to the level of compliance. If a violation exists, the owner/operator will be notified of the deficiency or violation and will be required to correct or eliminate the deficiency or violation. Multiple or continued documented violations or Orders to Comply issued by the Department of Building and Safety which are not addressed within the time prescribed therein, may result in denial of future requests to renew or extend this grant.

CONDITIONS IDENTIFIED FOR CONSIDERATION BY THE STATE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL RELATIVE TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES

In approving the instant grant, the City Planning Commission has not imposed Conditions specific to the sale or distribution of alcoholic beverages, even if such Conditions have been volunteered or negotiated by the applicant, in that the Office of Zoning Administration has no direct authority to regulate or enforce Conditions assigned to alcohol sales or distribution.

The City Planning Commission has identified a set of Conditions related to alcohol sales and distribution for further consideration by the State of California Department of Alcoholic Beverage Control (ABC). In identifying these conditions, the City Planning Commission acknowledges the ABC as the responsible agency for establishing and enforcing Conditions specific to alcohol sales and distribution. The Conditions identified below are based on testimony and/or other evidence established in the administrative record, and provide the ABC an opportunity to address the specific conduct of alcohol sales and distribution in association with the Conditional Use granted herein by the City Planning Commission.

- No alcohol shall be allowed to be consumed on any adjacent property under the control of the applicant.
- There shall be no exterior advertising or signs of any type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages or signs which are clearly visible to the exterior shall constitute a violation of this condition. This condition is not meant to preclude an interior display of alcoholic beverage containers within the interior of the restaurant space. The only exception to this restriction is the posting of a single menu on the outside wall.
- There shall not be any sale of single cans or bottles of beer, wine coolers, or malt liquor from pre-packaged 6- or 4- packs. The sale of individual cans or bottles of craft beer from 15+ fluid ounce containers is permissible.
- No sale of alcohol shall be permitted at any self-service, automated check-out station (checkout conducted primarily by the customer, with assistance by a store monitor) if such are available on the site. All sales of alcohol shall be conducted at a full-service checkout station directly attended by a cashier/checkout clerk specifically assigned solely to that station.
- All personnel selling, dispensing and serving the alcoholic beverages must be 21 years old or older.
- Partitions separating both/dining areas shall not exceed 54 inches in height. No obstructions shall be attached, fastened or connected to the booths/dining areas within the interior space of the facility.
- The subject Alcoholic Beverage license shall not be exchanged for a public premises type license.
- Sales and delivery of alcoholic beverages to customers shall be made from behind a counter where an employee of the licensee will obtain the product. No self-service of alcoholic beverages by patrons from behind the bar is permitted.

10. **Solar.** The project shall provide a minimum of 4,600 square feet of solar panels. Solar panels shall be installed on all rooftop areas, as shown on the roof plans labeled Exhibit "A".
11. **Streetscape Plan.** The project shall be designed in compliance with the Los Angeles Sports and Entertainment District Streetscape Plan.
12. **Bicycle Parking.** On-site bicycle parking shall be provided in compliance with LAMC Section 12.21-A,16.
13. **EV Parking.** The Proposed Project shall include at least twenty percent (20%) of the total Code-required parking spaces provided for all types of parking facilities, but in no case less than one location, 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. Of the 20% EV Ready, five (5)% of the total Code-required parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the application of either the 20% or 5% results in a fractional space, round up to the next whole number. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.
14. **Tribal Cultural Resource Inadvertent Discovery.** In the event that objects or artifacts that may be tribal cultural resources are encountered during the course of any ground disturbance activities¹, all such activities shall temporarily cease on the project site until the potential tribal cultural resources are properly assessed and addressed pursuant to the process set forth below:
 - Upon a discovery of a potential tribal cultural resource, the project Permittee shall immediately stop all ground disturbance activities and contact the following: (1) all California Native American tribes that have informed the City they are traditionally and culturally affiliated with the geographic area of the proposed project; (2) and the Department of City Planning at (213) 473-9723.
 - If the City determines, pursuant to Public Resources Code Section 21074 (a)(2), that the object or artifact appears to be tribal cultural resource, the City shall provide any effected tribe a reasonable period of time, not less than 14 days, to conduct a site visit and make recommendations to the Project Permittee and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.
 - The project Permittee shall implement the tribe's recommendations if a qualified archaeologist, retained by the City and paid for by the project Permittee, reasonably concludes that the tribe's recommendations are reasonable and feasible.
 - The project Permittee shall submit a tribal cultural resource monitoring plan to the City that includes all recommendations from the City and any effected tribes that have been reviewed and determined by the qualified archaeologist to be reasonable and feasible. The project Permittee shall not be allowed to recommence ground disturbance activities until this plan is approved by the City.

¹ Ground disturbance activities shall include the following: excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, pounding posts, augering, backfilling, blasting, stripping topsoil or a similar activity

- If the project Permittee does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist, the project Permittee may request mediation by a mediator agreed to by the Permittee and the City who has the requisite professional qualifications and experience to mediate such a dispute. The project Permittee shall pay any costs associated with the mediation.
 - The project Permittee may recommence ground disturbance activities outside of a specified radius of the discovery site, so long as this radius has been reviewed by the qualified archaeologist and determined to be reasonable and appropriate.
 - Copies of any subsequent prehistoric archaeological study, tribal cultural resources study or report, detailing the nature of any significant tribal cultural resources, remedial actions taken, and disposition of any significant tribal cultural resources shall be submitted to the South Central Coastal Information Center (SCCIC) at California State University, Fullerton.
 - Notwithstanding the above, any information determined to be confidential in nature, by the City Attorney's office, shall be excluded from submission to the SCCIC or the general public under the applicable provisions of the California Public Records Act, California Public Resources Code, and shall comply with the City's AB 52 Confidentiality Protocols.
15. **Maintenance.** The subject property (including any trash storage areas, associated parking facilities, sidewalks, driveways, yard areas, parkways, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
16. **Graffiti Removal.** 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.
17. **Aesthetics.** The structure, or portions thereof shall be maintained in a safe and sanitary condition and good repair and free of graffiti, trash, overgrown vegetation, or similar material, pursuant to Municipal Code Section 91,8104. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the decision maker.

B. Administrative Conditions

18. **Approval, 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 Planning Department for placement in the subject file.
19. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
20. **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.

21. **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.
22. **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.
23. **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.
24. **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.