

CONDITIONS OF APPROVAL

As modified by the Los Angeles City Planning Commission February 8, 2018

Pursuant to LAMC Sections 12.22 A.25 and 16.05, the following conditions are hereby imposed upon the use of the subject property.

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", dated January 26, 2018 and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Central Project Planning Division, 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. **Residential Density.** The project shall be limited to a maximum density of 173 residential units including Density Bonus Units.
3. **Affordable Units.** A minimum of 20 units, that is 15 percent of the base dwelling units, shall be reserved as affordable units, as defined by the State Density Bonus Law 65915 (c)(1) or (c)(2).
4. **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 LAMC Section 12.22 A.25 (9a-d).
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 20 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. The project shall comply with any monitoring requirements established by the HCIDLA. Refer to the Density Bonus Legislation Background section of this determination.
6. **Floor Area Ratio.** The Floor Area Ratio (FAR) of the Project shall be limited to a maximum FAR of 3.9:1, or 182,680 square feet of floor area.
7. **Averaging Floor Area Ratio, Density, Parking or Open Space, and permitting Vehicular Access.** A total of 182,680 square feet of floor area, or 3.9:1 FAR; 173 residential dwelling units; 201 residential parking spaces, and 191 residential bicycle parking spaces; 18,735 square feet of open space; and vehicular access from a less restrictive zone to a more restrictive zone shall be permitted over the entire Project Site.
8. **Setbacks.** The Project is permitted the following reduced setbacks:
 - a. A minimum front yard setback of 12 feet, 6 inches along Arapahoe Street; and
 - b. A minimum northerly side yard setback of 8 feet.

9. **Automobile Parking for Residential Uses.** Based upon the number and type of dwelling units proposed 195 residential parking spaces shall be provided for the project. Vehicle parking shall be provided consistent with LAMC Section 12.22 A.25, Parking Option 1, which permits one on-site parking space for each residential unit with one or fewer bedrooms; two on-site parking spaces for each residential unit with two to three bedrooms; and two-and-one-half parking spaces for each residential unit with four or more bedrooms.
10. **Automobile Parking for Commercial Uses.** For the 34,065 square feet of commercial uses, the project shall provide a minimum of 74 automobile parking spaces, at a ratio of two spaces for every 1,000 square feet of commercial square footage, as required by LAMC Section 12.21 A.4(x)(3). The Bicycle Parking Ordinance, LAMC Section 12.21.A.4, allows nonresidential uses to reduce required vehicle parking by 20 percent with the provision of bicycle parking. Based upon the commercial floor area proposed and the 10 percent reduction per the Bicycle Ordinance, a minimum of 61 parking spaces shall be provided. Commercial parking shall be located within the boundaries of the C2-zoned lots only.
11. **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 above.
12. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC 12.21 A.16. Long-term bicycle parking shall be provided at a rate of one per dwelling unit or guest room. Additionally, short-term bicycle parking shall be provided at a rate of one per 10 dwelling units or guest rooms, with a minimum of two short-term bicycle parking spaces. Short-term and long-term bicycle parking for general retail stores requires one bicycle parking space per 2,000 square feet, with a minimum of two bicycle parking spaces for both long- and short-term bicycle parking. Based upon the number of dwelling units, the commercial square footage, and the permitted replacement of the required automobile parking with bicycle parking for residential buildings per LAMC 12.21 A.4, a minimum of 173 long-term and 17 short-term residential bicycle parking spaces; and a minimum of 28 long- and 17 short-term commercial bicycle parking spaces each, shall be provided onsite.
13. **Landscaping.** The landscape plan shall indicate landscape points for the project equivalent to **10% more than otherwise required** by LAMC 12.40 and Landscape Ordinance Guidelines "O". All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning.

Site Plan Review Conditions

14. **Height.** The Project shall be limited to a maximum of 90 feet in height.
15. **Lighting.** Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the new mixed-use building to provide illumination to pedestrians and motorists throughout the Project Site.

16. **Landscape Plan.** 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 Department of City Planning.
17. **Parking Screening.** Any parking uses on the ground floor and above the ground floor shall be screened through architectural treatments or other design features, commercial square footage or residential units, to ensure that any at-grade or above parking is not visible from the exterior of the building, to the satisfaction of the Department of City Planning.
18. **Window Transparency.** A note shall be added to the Project Elevations to indicate that all ground floor windows shall be comprised of non-reflective, transparent glass.
19. **Ground Level Pedestrian Access for Commercial Uses.** Individual pedestrian entrances from the street shall be provided for each ground floor commercial tenancy. The doors for pedestrian access throughout the project site shall remain open during business hours.
20. **Fences and/or Walls.** All fences and walls surrounding the subject site shall feature decorative architectural elements or landscaping.
21. **Light and Noise Buffer.** Final architectural plans shall indicate appropriate buffers and light deflection such as screening, landscaping, and walls as necessary, to ensure that no noise or lighting disturbance would be created on neighboring residential properties to the north.
22. **No Blank Wall.** A consistent use of architectural and building materials shall be applied throughout all exterior facades of the buildings to avoid creating a "backside" to the site.
23. **Rooftop Equipment.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view by any abutting properties.
24. **Signage.** On-site signs shall be limited to the maximum allowable under the Municipal Code.
25. **Sign Illumination.**
 - a. All illuminated signs shall be designed, located, and/or screened so as to minimize light travel onto the exterior walls of residential units and windows of commercial buildings, including those on the same site as the sign.
 - b. All illuminated signs shall have a nighttime brightness no greater than 300 candelas per square meter and a daytime brightness no greater than 5,000 candelas.
 - c. Any signs proposed for the parapet walls located on the Olympic Boulevard and Hoover Street frontages, as shown in Exhibit "A", shall be fully dimmable and controlled by a timer which shall be maintained in good working order. Any lighting associated with these signs shall be turned off by 9:00 p.m., daily.

Environmental Conditions

26. Safety Hazards

- a. The developer shall install appropriate traffic signs around the site to ensure pedestrian, bicycle, and vehicle safety.

- b. The applicant shall submit a parking and driveway plan that incorporates design features that reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.

27. Transportation/Traffic

- a. Applicant shall plan construction and construction staging as to maintain pedestrian access on adjacent sidewalks throughout all construction phases. This requires the applicant to maintain adequate and safe pedestrian protection, including physical separation (including utilization of barriers such as K-Rails or scaffolding, etc.) from work space and vehicular traffic and overhead protection, due to sidewalk closure or blockage, at all times.
- b. Temporary pedestrian facilities should be adjacent to the project site and provide safe, accessible routes that replicate as nearly as practical the most desirable characteristics of the existing facility.
- c. Covered walkways shall be provided where pedestrians are exposed to potential injury from falling objects.
- d. Applicant shall keep sidewalk open during construction until only when it is absolutely required to close or block sidewalk for construction staging. Sidewalk shall be reopened as soon as reasonably feasible taking construction and construction staging into account.
- e. The LAUSD Transportation Branch at (213) 580-2950 must be contacted regarding the potential impact upon existing school bus routes. School buses must have unrestricted access to schools. During the construction phase, truck traffic and construction vehicles may not cause traffic delays for our transported students. During and after construction changed traffic patterns, lane adjustment, traffic light patterns, and altered bus stops may not affect school buses' on-time performance and passenger safety. Because of provisions in the California Vehicle Code, other trucks and construction vehicles that encounter school buses, using red-flashing-lights must-stop-indicators will have to stop. The Project Manager or designee will have to notify the LAUSD Transportation Branch of the expected start and ending dates for various portions of the project that may affect traffic within nearby school areas.
 - i. Contractors must maintain safe and convenient pedestrian routes to all nearby schools. The applicable Pedestrian Route to School map can be found at <http://www.lausd-oehs.org/saferoutestoschools.asp>.
 - ii. Contractors must maintain ongoing communication with LAUSD school administrators, providing sufficient notice to forewarn children and parents when existing pedestrian and vehicle routes to school may be impacted.
 - iii. Installation and maintenance of appropriate traffic controls (signs and signals) to ensure pedestrian and vehicular safety.
 - iv. Haul routes will not pass by any school, except when school is not in session.
 - v. No staging or parking of construction-related vehicles, including worker-transport vehicles, will occur on or adjacent to a school property.

- vi. Funding for crossing guards (at contractor's expense) is required when safety of children may be compromised by construction-related activities at impacted school crossings.
- vii. Barriers and/or fencing must be installed to secure construction equipment and to minimize trespassing, vandalism, short-cut attractions, and attractive nuisances.
- viii. Contractors are required to provide security patrols (at their expense) to minimize trespassing, vandalism, and short-cut attractions.
- ix. Information related to school developer fees can be obtained by contacting the LAUSD Developer Fee Office at (213) 743-3670. The District updates this information on a yearly basis.

Administrative Conditions

- 28. **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 "Plans Approved." A copy of the Plans Approved, supplied by the applicant, shall be retained in the subject case file.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.
- 33. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.

34. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.
35. **Covenant.** Prior to the issuance of any permits relative to this matter, 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 Development Services Center at the time of Condition Clearance for attachment to the subject case file.
36. **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.