

CONDITIONS FOR EFFECTUATING (T) TENTATIVE CLASSIFICATION REMOVAL

Pursuant to Section 12.32-G of the Municipal Code, the (T) Tentative Classification shall be removed by the recordation of a final parcel or tract map or by posting of guarantees through the B-permit process of the City Engineer to secure the following without expense to the City of Los Angeles, with copies of any approval or guarantees provided to the Department of City Planning for attachment to the subject planning case file.

Dedications and Improvements. Prior to the issuance of any building permits, public improvements and dedications for streets and other rights-of-way adjoining the subject property shall be guaranteed to the satisfaction of the Bureau of Engineering, Department of Transportation, Fire Department (and other responsible City, regional, and Federal government agencies as may be necessary).

1. Responsibilities/Guarantees.

- a. As part of early consultation, plan review, and/or project permit review, the applicant/developer shall contact the responsible agencies to ensure that any necessary dedications and improvements are specifically acknowledged by the applicant/developer.
- b. Prior to the issuance of sign-offs for final site plan approval and/or project permits by the Department of City Planning, the applicant/developer shall provide written verification to the Department of City Planning from the responsible agency acknowledging the agency's consultation with the applicant/developer. The required dedications and improvements may necessitate redesign of the project. Any changes to the project design required by a public agency shall be documented in writing and submitted for review by the Department of City Planning.

2. Bureau of Engineering.

Dedications Required:

39th Street

- a. That a five-foot wide strip of land be dedicated along 39th Street to complete a 15-foot wide sidewalk area in accordance with Avenue I of the LA Mobility Plan including a 20-foot radius property line return or 15-foot by 15-foot cut corners at the intersections with Figueroa Street and with Flower Drive.

Flower Drive

- b. That a variable width strip of land in the vicinity of lots 8, 9 and 10 of Block 15 of Zobelein's Grand Avenue and Figueroa Street Tract be dedicated along portion of the Flower Drive to complete a 25-foot half public street right-of-way.
- c. That an approximately 45-foot wide and variable width strip of land be dedicated in the vicinity of lots 12, 13 and 14 of Block 15 of Zobelein's Grand Avenue and Figueroa Street Tract for the southerly extension of the Flower Drive within the tract property ownership in accordance with Local Limited Standards on an alignment satisfactory to the City Engineer.

- d. That an approximately 45-foot wide off-site public right-of-way be dedicated over lots 15, 16, 17 and 18 Block 15 of Zobelein's Grand Avenue and Figueroa Street Tract for the southerly extension of the Flower Drive to join the existing Flower Drive improvements before the intersection with Martin Luther King Jr. Boulevard all in an alignment satisfactory to the City Engineer. Above off-site public street dedication shall be completed by a separate instrument prior to the recordation of the final map.
 - e. That in the event the off-site dedications for the southerly extension of Flower Drive to Martin Luther King Jr. Boulevard cannot be obtained prior to the recordation of the final map, then a revised map be submitted for Advisory Agency approval showing revised tract and street layout.
3. Improvements Required: That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
- a. **Flower Drive.** Improve Flower Drive adjoining the subdivision by the construction of the following:
 - i. A concrete curb, a concrete gutter, and a five-foot wide concrete sidewalk and landscaping of the parkway or a 10-foot wide sidewalk with tree wells.
 - ii. Suitable surfacing to join the existing pavement and to complete a 15-foot half roadway, if necessary.
 - iii. Any necessary removal and reconstruction of existing improvements.
 - iv. The necessary transitions to join the existing improvement.
 - b. **Flower Drive.** Improve the southerly extension of Flower Drive on-site and off-site by the construction of the following:
 - i. Concrete curbs, concrete gutters, and a 5-foot wide concrete sidewalk along easterly side and 10-foot wide sidewalk along the westerly side.
 - ii. Suitable surfacing to join the existing pavement and to complete a 30-foot wide total roadway.
 - iii. Any necessary removal and reconstruction of existing improvements.
 - iv. The necessary transitions to join the existing improvement.
 - v. Reconstruct any off-site driveway if necessary.
 - c. **Figueroa Street.** Improve Figueroa Street adjoining the subdivision by the construction of a new full-width concrete sidewalk with tree wells if necessary, including any necessary removal and reconstruction of existing improvements.
 - d. **39th Street.** Improve 39th Street adjoining the subdivision by the removal and reconstruction of the existing sidewalk to provide new full width concrete sidewalk with tree wells including any necessary removal and reconstruction of existing improvement.
 - e. **Corner Cuts.** Improve all newly dedicated corner cuts with concrete sidewalks. In addition, provide a 25-foot radius curb return at the corner of Figueroa Street and 39th

Street satisfactory to the City Engineer.

- f. **Curb Ramps.** Construct 8-off-site curb ramps in 39th Street being relinquished to the City from Caltrans under CF 17-1002 satisfactory to the City Engineer.
4. That the City Department of Transportation in a letter to City Engineer after approval by Planning department shall determine that the excess public street merger along Flower Drive is not necessary for future public street and has no objection to the merger.
5. That Department of the City Planning in a letter to the City Engineer shall also determine that the proposed merger area along Flower Drive is consistent with all applicable General Plan Elements of Highway and Circulation Elements for LA Mobility Plan.
6. In the event City Department of Transportation and Department of Planning in letters to City Engineer (after the approval of the Advisory Agency) state that they have no objections to the street area merger then that portion of the Flower Drive and as shown on the revised tentative map stamp dated August 30, 2018, then any excess public right-of-way beyond 25-foot wide measured from the Center line of Flower Drive under City jurisdiction be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code, and in addition, the following conditions be executed by the applicant and administered by the City Engineer:
 - a. That consents to the street area being merged and waivers of any damages that may accrue as a result of such mergers be obtained from all property owners who might have certain rights in the area being merged.
 - b. That satisfactory arrangements be made with all utility agencies maintaining existing facilities within the area being merged.
7. That suitable evidence be submitted prior to the recordation of the final map showing that the relinquishment of the existing cul-de-sac area owned by the State of California and adjoining the tract under Council File No.17-1002 to the City of Los Angeles be completed in a manner satisfactory to the City Engineer. If this relinquishment is not granted to the City as a public right-of-way then the subdivider shall purchase the property satisfactory to the City Engineer prior to the recordation of the final map. Above relinquishment shall be completed prior to the recordation of the final map.
8. In the event that the existing cul-de-sac owned by the State of California has been relinquished to the City of Los Angeles as a public right-of-way under Council File No.17-1002 then this right-of-way be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code, and in addition, the following conditions be executed by the applicant and administered by the City Engineer:
 - a. That consents to the street being merged and waivers of any damages that may accrue as a result of such mergers be obtained from all property owners who might have certain rights in the area being merged.
 - b. That satisfactory arrangements be made with all utility agencies maintaining existing facilities within the area being merged.
9. That the subdivider make a request to the central District Office of the Bureau of Engineering to determine the capacity of existing sewers in this area.

10. That all existing public easements including State of California easements if applicable shall be shown on the final map.

11. That any surcharge fee in conjunction with the street merger requests be paid.

12. Department of Transportation.

Prior to recordation of the final map, satisfactory arrangements shall be made with the Department of Transportation to assure:

- a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line when driveway is serving less than 100 parking spaces. A minimum of 40-foot reservoir space be provided between any security gates(s) and the property line when driveways serve more than 100 parking spaces. A minimum of 60-foot reservoir space be provided between any security gates(s) and the property line when driveways serves more than 300 parking spaces, or to the satisfaction of the Department of Transportation.
- b. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk.
- c. Nonresidential Parking will be provided in a central above ground parking garage on Flower Drive. Vehicle access to and from the hotel will be provided by a porte-cochere on 39th Street and a driveway on Flower Drive to the parking garage.
- d. Vehicle access for the housing component will be via a single driveway on Figueroa Street with all movements except for left turn out, and two driveways on Flower Drive. A loading area will be off Flower Drive.
- e. The Project shall comply with mitigation measures described in the traffic assessment letter (DOT Case No. CEN 18-47228 and CEN 16-44396) dated June 17, 2018 to the attention of Luciralia Ibarra, Senior City Planner Department of City Planning.
- f. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 201 N. Figueroa Street, Room 550. For an appointment, call (213) 482-7024.
- g. That a fee in the amount of \$205 be paid for the Department of Transportation as required per Ordinance No. 180542 and LAMC Section 19.15 prior to recordation of the final map. Note: the applicant may be required to comply with any other applicable fees per this new ordinance.

13. Department of Water and Power.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering.

- a. Prior to receiving water service, the developer must arrange for the Department to install fire hydrants.

- b. Conditions under which water service will be rendered: Pressure regulators will be required in accordance with Los Angeles City Plumbing Code for the following lot(s) where pressures exceed 80 psi at the building pad elevation: Min 71 psi, Max: 89 psi.
- c. Existing water mains are located in or adjacent to this tract as follows:
 - i. 16-inch water main in Figueroa Street
 - ii. 8-inch water main in 39th Street
 - iii. 6" water main in Flower Dr. (N)
- d. Los Angeles Fire Department Requirements: New fire hydrants and/or updates to existing fire hydrants are required in accordance with the Los Angeles Fire Code.
 - i. Install one 2½-inch x 4-inch D.F.H. on the east side of Figueroa Street, approximately 300 feet SS 39th Street.
 - ii. Install one 2½-inch x 4-inch D.F.H. on the east side of Figueroa Street. Approximately 590 feet SS 39th Street.

14. Bureau of Street Lighting.

- a. Install street lighting facilities to serve the project as required by the Bureau of Street Lighting. Improvement Condition:

If street widening per BOE improvement conditions, relocate and upgrade street lights:

- nine (9) on Figueroa Street
- three (3) on 39th Street
- six (6) on Flower Drive.

Notes:

The quantity of street lights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering conditions, requiring an improvement that will change the geometrics of the public roadway or driveway apron may require additional or the reconstruction of street lighting improvements as part of that condition.

15. **Bureau of Street Services, Urban Forestry Division.** Prior to the issuance of a grading permit, a plot plan prepared by a reputable tree expert, indicating the location, size, type, and condition of all existing trees on the site shall be submitted for approval by the Department of City Planning. All trees in the public right-of-way shall be provided per the current Urban Forestry Division standards and the Los Angeles Sports and Entertainment District Streetscape Plan, as applicable.

Replacement by a minimum of 24-inch box trees in the parkway and on the site of to be removed, shall be required for the unavoidable loss of desirable trees on the site, and to the satisfaction of the Advisory Agency. **Note:** Removal of all trees in the public right-of-way shall require approval of the Board of Public Works. Contact: Urban Forestry Division at: (213) 485-5675. Failure to comply with this condition as written shall require the filing of a modification to this tract map in order to clear the condition.

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 by the property owner in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. Further, 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 must be given to the City Planning Department for attachment to the subject file.

CONDITIONS OF APPROVAL

(as modified by the Planning and Land Use Management (PLUM) Committee on May 21, 2019)

A. Entitlement Conditions –Conditional Use for Hotel.

1. **Grant.** Hotel uses (consisting of both short-term and extended-stay guest rooms) shall be permitted within 500 feet of the R zone.

B. Entitlement Conditions – Master Conditional Use for Alcohol Sales.

1. **Grant.** Approved herein is a Master Conditional Use Permit to allow for the service of a full line of alcoholic beverages for on-site consumption at a maximum of six establishments within hotel and restaurant spaces, including outdoor dining areas at the project site.
2. **Master Plan Approval (MPA) Requirement.** Each individual venue shall be subject to a Master Plan Approval (MPA) determination pursuant to Section 12.24-M of the Los Angeles Municipal Code, or as otherwise provided for in the LAMC for on-site alcohol sales in conjunction with the operation of restaurants, in order to implement and utilize the Master Conditional Use authorization granted. The purpose of the Master Plan Approval determination is to review each proposed venue in greater detail and to tailor site-specific conditions of approval for each of the premises subject to analysis of the venue's individual mode and character of operations including but not limited to hours of operation, seating capacity, size, security, live entertainment, the length of a term grant and/or any requirement for a subsequent MPA application to evaluate compliance and effectiveness of the conditions of approval. These conditions may include additional conditions not included in the Master Conditional Use Conditions of Approval. A Plan Approval without a hearing may be granted by the Chief Zoning Administrator if the operator agrees to the Conditional Use Permit Conditions.
3. **Employee Training.** Within six months of the effective date of the any subsequent plan approvals, all employees involved with the sale of alcoholic beverages shall enroll in the Los Angeles Police Department “Standardized training for Alcohol Retailers” (STAR). 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 Zoning Administrator as evidence of compliance. In the event there is no change in the licensee, within one year of such change, this training program shall be required for all new staff.
4. **Additional 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 Department of City Planning to impose additional corrective conditions, if, it is determined by the Department of City Planning that such conditions are proven necessary for the protection of person in the neighborhood or occupants of adjacent property.
5. **Security.** The operator shall install and maintain surveillance cameras in all areas of the restaurant premises, including any outdoor dining area and a 30-day video library that covers all common areas of such business, including all high-risk areas and entrances or exits. The tapes shall be made available to the Police Department upon request.

6. **Lease Agreements.** All establishments applying for an Alcoholic Beverage Control license shall be given a copy of these conditions prior to executing a lease and these conditions shall be incorporated into the lease. Furthermore, all vendors of alcoholic beverages shall be made aware that violations of these conditions may result in revocation of the privileges of serving alcoholic beverages on the premises.
7. **Building Plans.** A copy of this grant and all Conditions and/or any subsequent appeal of this grant and 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.
8. **Ownership/Operator Change.** 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 BESt (Beverage and Entertainment Streamlined Program) 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 BESt (Beverage and Entertainment Streamlined Program) 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.
9. **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.
10. **Covenant and Agreement.** Within 30 days of the effective date of this grant, 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 or the BESt (Beverage and Entertainment Streamlined Program) 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 or BESt (Beverage and Entertainment Streamlined Program) for inclusion in the case file.

C. Entitlement Conditions – Determination for Transitional Height

1. **Building Height.** The development shall be permitted to exceed the transitional height requirements of the Code but building height shall be limited to a maximum height of 90 feet from 100 to within 199 feet of the open space zone of Exposition Park.

D. Entitlement Conditions – Site Plan Review

1. **Site Development.** The use and development of the property shall be in substantial conformance with the Plot Plan, Site Plan, Floor Plans, Unit Plans, Building Elevations, Courtyard Plans, and Landscape Plans (Exhibit A, dated February 14, 2019) of 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. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code or the project conditions
2. **Building Setbacks.** The project buildings shall be set back at the ground floor to provide average pedestrian walkway widths of 25 feet along Figueroa Street and 39th Street. The pedestrian walkway width may include the sidewalk width within the public right-of-way.
3. **Landscaped Plaza.** A minimum 7,900 square-foot landscaped plaza shall be provided adjacent to Figueroa Street, as shown in Exhibit A - Project Plans, dated February 14, 2019.
4. **Residential Lobbies.** Residential lobbies shall be provided for each residential building, providing direct ground-floor access into the building from either Figueroa Street or from the main internal drive accessing the parking structure. Direct and unobstructed ground-floor access via a minimum 10-foot wide pedestrian pathway shall be provided from Figueroa Street into each of residential buildings.
5. **Pedestrian Walkways.** All pedestrian walkways shall be clearly demarcated with decorative paving, including at all pedestrian crossings over vehicular drive aisles.
6. **Pedestrian Lighting.** Pedestrian-scaled lighting shall be installed along both sides of main internal drive accessing the parking structure for safety and security.
7. **Parking Structure Design.** The parking structure shall incorporate articulated screening treatments as depicted in the Exhibit A plans.
8. **Rooftop Amenities.** Outdoor rooftop open spaces and amenities shall be buffered from the adjacent freeway by structures, along with additional landscaping.
9. **Landscaping.** 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. The final landscape plan shall be in substantial conformance with the submitted Landscape Plan, Exhibit "A," and shall incorporate any modifications required as a result of this grant.
10. **Tree Wells.** The minimum depth of tree wells and planters on the rooftop, any above grade open space, and above a subterranean structure shall be as follows:
 - a. Minimum depth for trees shall be 42 inches.
 - b. Minimum depth for shrubs shall be 30 inches.
 - c. Minimum depth for herbaceous plantings and ground cover shall be 18 inches.
 - d. Minimum depth for an extensive green roof shall be 3 inches.

The minimum amount of soil volume for tree wells on the rooftop or any above grade open spaces shall be based on the size of the tree at maturity:

- a. 600 cubic feet for a small tree (less than 25 feet tall at maturity).
- b. 900 cubic feet for a medium tree (25-40 feet tall at maturity).
- c. 1,200 cubic feet for a large tree (more than 40 feet tall at maturity)

11. **Lighting Design.** Areas where nighttime uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel. All pedestrian walkways, storefront entrances, and vehicular access ways shall be illuminated with lighting fixtures. Lighting fixtures shall be harmonious with the building design. Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the building to provide illumination to pedestrians and motorists.
12. **Lighting.** All outdoor lighting shall be shielded and down-casted within the site in a manner that prevents the illumination of adjacent public rights-of-way, adjacent properties, and the night sky (unless otherwise required by the Federal Aviation Administration (FAA) or for other public safety purposes). Areas where hotel, retail, and restaurant uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel.
13. **Trash Enclosures and Screening.** All tenant trash containers shall be screened from public view and trash receptacles shall be stored in a fully enclosed building or structure, constructed with a solid roof. Public trash receptacles shall be provided throughout the outdoor publically accessible areas of the project.
14. **Mechanical Equipment.** All exterior mechanical equipment, including heating, ventilation and air conditioning (HVAC) equipment, satellite dishes, and cellular antennas, shall be screened from public view through the use of architectural elements such as parapets.
15. **Construction Signage.** There shall be no off-site commercial signage on construction fencing during construction.
16. **Parking/Electric Vehicle Charging Stations.** Vehicular and bicycle parking shall be provided in accordance with the Municipal Code. The project shall encourage carpooling and the use of electric vehicles by providing that at least 20 percent of the total code-required parking spaces, but in no case less than one location, 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 percent EV Ready, five (5) percent of the total Code-required parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking area. Otherwise, only raceways and related components are required to be installed at the time of construction. When the application of the 20 percent results in a fractional space, round up to the next whole number. A label stating "EV CAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

17. **Solar and Electric Generator.** Generators used during the construction process shall be electric or solar powered. Solar generator and electric generator equipment shall be located as far away from sensitive uses as feasible.
18. **Solar Panels.** Solar panels shall be installed on a minimum of 15 percent of the total square footage of the building rooftops (not including the parking garage) and shall be provided as a part of an operational photovoltaic system to be maintained for the life of the project. 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.
19. **Prohibited Signage.** Supergraphic Signs and Off-site Signs shall be prohibited.
20. **Metro Bus Stop.** The driveways serving the hotel porte-cochere will be entry only from the west end and exit only from the east end, as requested by Metro and identified in Exhibit A, Project Plans, dated February 14, 2019. In addition, a red curb will extend from the intersection of Figueroa Street and 39th Street eastward to the west driveway serving the hotel porte-cochere, and an area of up to 50 feet west of the driveway will be kept free and clear of any landscaping or other sidewalk improvements that may impact boarding and alighting of bus passengers.

E. Environmental Conditions

1. **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 activities (including the following: excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, pounding posts, auguring, backfilling, blasting, stripping topsoil or a similar activity), 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) 978-1454.
 - 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.
 - 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.

2. **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 Tract Map Modification 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.

3. **Mitigation Monitor (Construction).** 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, the election of which is in the sole discretion of the Applicant), approved by the City of Los Angeles Department of City Planning which approval shall not be reasonably withheld, 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 report to the Enforcement Agency any non-compliance with mitigation measures and project design features within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of written 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.

F. Administrative Conditions

1. **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.
2. **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.
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 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.
4. **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.
5. **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.
6. **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.
7. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision-making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
8. **Indemnification and Reimbursement of Litigation Costs.** The 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.