

## CONDITIONS OF APPROVAL

(As modified by the City Planning Commission on February 14, 2019 and June 13, 2019)

Pursuant to Sections 12.24, 14.5 and 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", stamp dated January 30, 2019, except as may be revised as a result of this action. 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.
2. **Development Services Center.** Prior to sign-off on building permits by the Department of City Planning's Development Services Center for the project, the Department of City Planning's Major Projects Section shall confirm, via signature, that the project's building plans substantially conform to the conceptual plans stamped as Exhibit "A", as approved by the City Planning Commission.

Note to Development Services Center: The plans presented to, and approved by, the City Planning Commission (CPC) included specific architectural details that were significant to the approval of the project. Plans submitted at plan check for condition clearance shall include a signature and date from Major Projects Section planning staff to ensure plans are consistent with those presented at CPC.

3. **Project Description.** The mixed-use development will result in up to 879 residential condominiums, 1,000 key hotel, and up to 40,000 square feet of commercial space within three new towers. The tallest tower, Tower A, would have a maximum height of 853 feet above ground level. The project consists of approximately 1,845,831 square feet of floor area, for a Floor Area Ratio (FAR) of 13:1.

### Transfer of Floor Area (TFAR) Conditions

4. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped "Exhibit A" and dated January 30, 2019, 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.
5. **Zoning.** In compliance with the LAMC, uses permitted in the C2-4D-SN Zone shall apply to the project site.
6. **Transfer of Floor Area Rights.**
  - a. **Floor Area.** The Development shall not exceed a maximum Floor Area Ratio (FAR) of 13:1 and a total floor area of 1,845,831 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 is not required. The base lot area used to calculate the base floor area shall be 141,987 square feet with a 6:1 FAR. Changes to the Project that result in a 20 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 993,909 square feet. The total floor area of the Project Site (Receiver Site) shall not exceed 1,845,831 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 \$4,969,545, for the transfer of 939,909 square feet from the Los Angeles Convention Center located at 1201 South Figueroa Street (Donor Site) to the Project Site (Receiver 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 \$36,396,948 provided that at least 50 percent (or \$18,198,474) of the Public Benefit Payment consist of cash payment by the Applicant to the Public Benefit Trust Fund. Direct provision payments shall be paid directly to the recipients and not to the City of Los Angeles. Proof shall be provided in the form of a cleared check or bank statement and a letter signed by the Executive Director of each organization. Consistent with the TFAR Ordinance, the Project shall provide 50 percent (or \$18,198,474) of the Public Benefit Payment by directly providing the following public benefits:
    1. A payment to the Los Angeles Housing and Community Investment Department in the amount of \$8,189,313.30 (22.5%). The funds shall be utilized for construction and operation of affordable housing developments.
    2. A payment to the Skid Row Housing Trust, in the amount of \$4,185,649.02 (11.5%). The funds shall be utilized for homeless services.
    3. A payment to the LAMP (formerly Los Angeles Men's Place) Community in the amount of \$4,185,649.02 (11.5%). The funds shall be utilized for homeless services.
    4. A payment to the Department of Recreation and Parks in the amount of \$818,931.33 (2.25%). The funds shall be utilized towards redevelopment and beautification of Pershing Square Public Park.
    5. A payment to Los Angeles Neighborhood Land Trust in the amount of \$818,931.33 (2.25%). The funds shall be utilized for development of neighborhood-serving open space in park-deficient areas in downtown.
  - ii. At the time of issuance of the Certificate of Occupancy for the Project, the Applicant shall provide an update to the file from each recipient of direct provisions detailing how the money has been spent thus far.

- iii. The Applicant shall pay the required Public Benefit Payment, less the cost of the Direct Provision of Public Benefits, 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.
- iv. A summary of payments made by the project shall be incorporated into reports from the City Planning Department to the City Planning Commission on the Transfer of Floor Area Rights program. Upon each payment required by Conditions 6.b (TFAR Transfer Payment) and 6.c (Public Benefits Payment), the applicant shall provide proof of payment to the Major Projects Section of the Department of City Planning, for inclusion in the case file and for reporting to the City Planning Commission.

### **Site Plan Review Conditions**

- 7. **Height.** The proposed buildings shall be limited to a height of up to 853 feet consistent with Exhibit A.
- 8. **Parking**
  - a. **Vehicle Parking.** The minimum number of residential and commercial automobile parking spaces shall be provided as required by LAMC Section 12.21 A.4(a), (i), and (p) pursuant to a deviation granted by the Advisory Agency. No fewer than 1,755 residential parking spaces, 41 commercial parking spaces, and 235 hotel parking spaces shall be provided. Twenty percent of the required automobile parking for commercial uses and 10 percent of the of the required automobile parking for residential uses may be replaced by bicycle parking pursuant to 12.21 A.4(a), for a total reduction of 176.
  - b. **Bicycle Parking.** Bicycle parking shall be provided consistent with Ordinance No. 185,480, which amended Sections 12.03, 12.21 and 12.26 of the Los Angeles Municipal Code to update the bicycle parking regulations, effective on May 9, 2018.
  - c. Prior to the issuance of a building permit, the driveway and parking plan shall be submitted for review and approval to the Department of Transportation.
- 9. Prior to the issuance of the building permit, a copy of the letter of decision for Case No.VTT-74868 shall be submitted to the satisfaction of the Department of City Planning Development Services Center.
- 10. **Landscaping.** Prior to the issuance of a building permit, a landscape and irrigation plan shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A.
  - a. **Tree Wells.**

- i. The minimum depth of tree wells shall be as follows:
      1. Minimum depth for trees shall be 42 inches.
      2. Minimum depth for shrubs shall be 30 inches.
      3. Minimum depth for herbaceous plantings and ground cover shall be 18 inches.
      4. Minimum depth for an extensive green roof shall be three inches.
    - ii. The minimum amount of soil volume for tree wells shall be based on the size of the tree at maturity as follows:
      1. 600 cubic feet for a small tree (less than 25 feet tall at maturity).
      2. 900 cubic feet for a medium tree (25-40 feet tall at maturity).
      3. 1,200 cubic feet for a large tree (more than 40 feet tall at maturity).
  - b. Any trees that are required pursuant to LAMC Section 12.21 G and are planted on any podium or deck shall be planted in a minimum three-foot planter.
  - c. New trees planted within the public right-of-way shall be spaced not more than an average of 30 feet on center, unless otherwise permitted by the Urban Forestry Division, Bureau of Public Works.
11. **Greywater Irrigation.** The Project shall be constructed with an operable recycled water pipe system for on-site greywater use, to be served from on-site non-potable water sources such as showers, washbasins, or laundry and used as untreated subsurface irrigation for vegetation or for cooling equipment. The system specifics shall be required as determined feasible by Department of Water and Power in consultation with Department of City Planning.
12. **Stormwater/irrigation.** The project shall implement on-site stormwater infiltration as feasible based on the site soils conditions, the geotechnical recommendations, and the City of Los Angeles Department of Building and Safety Guidelines for Storm Water Infiltration. If on-site infiltration is deemed infeasible, the project shall analyze the potential for stormwater capture and reuse for irrigation purposes based on the City Low Impact Development (LID) guidelines.
13. **Trash/Storage.**
  - a. All trash collection and storage areas shall be located on-site and not visible from the public right-of-way.
  - b. Trash receptacles shall be stored in a fully enclosed building or structure, constructed with a solid roof, at all times.
  - c. Trash/recycling containers shall be locked when not in use.
14. **Mechanical Equipment.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties and the public right-of-way. All screening shall be setback at least five feet from the edge of the building.
15. **Solar Panels.** The project shall install solar panels as shown on Page 30 (Roof Plans) of Exhibit A, dated January 30, 2019.
16. **Freeway Facing Balconies.** The project shall not have operable or habitable balconies facing the I-110 Freeway.

## **Environmental Conditions**

17. **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.

18. **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.

19. **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<sup>1</sup>, 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

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<sup>1</sup> 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

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.
- 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.

### **Master Conditional Use for the Sale and Dispensing of Alcoholic Beverages**

#### **A. 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 off-site sale at one establishment, and on-site sale and consumption at five establishments.
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.

#### **Administrative Conditions:**

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.