

**CONDITIONS OF APPROVAL**

As modified by the City Planning Commission November 9, 2017

**A. Entitlement Conditions**

1. **Site Plan.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped "Exhibit A" and dated February 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, 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. **Parking.** Parking shall be in compliance with the LAMC, except as otherwise authorized herein.
3. **Site Plan Review and Major Project Development.** The project shall be granted a Site Plan Review and Major Project Development for a project that creates an increase of 50 or more dwelling units and an increase of more than 100,000 square feet of non-residential floor area, which in this case is a 1,699,536 square feet of floor area to allow 945 dwelling units, approximately 497,145 square feet of commercial uses, 312,112 square feet of educational/corporate campus, and a hotel with 210 rooms. Note: A Land Use Equivalency Program allows the project to modify the proposed land uses and floor area. It defines a framework of uses and square footages that could be exchanged for other permitted land uses. Under any resulting development scenario and combination of land uses, the total project net square footage of development would not exceed the proposed FAR of 4.1:1 or 1,699,536 square feet, total water demand would not exceed 452 acre feet per year, and the total wastewater would not exceed 299,021 gallons per day. Additionally, for purposes of ensuring the project does not exceed any of the environmental impacts as identified in this EIR, the project shall be limited to the following:
  - a. A maximum of 1,418 dwelling units;
  - a. A maximum of 441,962 square feet of office space;
  - b. A maximum of 281,523 square feet of retail/entertainment uses;
  - c. A maximum of 315 hotel rooms;
  - d. A maximum of 2,100 students.
4. **Prior to the issuance of the building permit,** a copy of the VTT-72914 shall be submitted to the satisfaction of the Development Services Center.
5. **Master Conditional Use for Alcoholic Beverages.**
  - a. **Grant.** The Master Conditional Use authorization herein shall be limited to the following:
    - i) Off-site sales for beer and wine for one establishment;
    - ii) Off-site sales of a full line of alcoholic beverages for two establishments;
    - iii) On-site sales, dispensing, and consumption of beer and wine for three establishments; and
    - iv) On-site sales, dispensing, and consumption of a full line of alcoholic beverages for 17 establishments.

- b. **Plan Approval.** The property owner or individual operator shall file a Plan Approval pursuant to Section 12.24-M of the Los Angeles Municipal Code in order to implement and utilize the Conditional Use Permit authorized for each unit. The Plan Approval application shall be accompanied by the payment of appropriate fees and must be accepted as complete by the Department of City Planning. Mailing labels shall be provided by the applicant for all abutting owners, for the Council Office, the Neighborhood Council and for the Los Angeles Police Department. A public hearing shall be conducted. The purpose of the Plan Approval procedure is to review each proposed venue in greater detail and tailor specific conditions for each premise including but not limited to hours of operation, seating capacity, size, security, the length of a term grant and/or any requirement for a subsequent Approval of Plans application to evaluate compliance and effectiveness of the conditions of approval. Conditions herein shall be incorporated into each Plan Approval unless in the opinion of the decision-maker the applicant has justified otherwise. (Future operators may request beer and wine sales in lieu of a full line of alcoholic beverages when they file their Plan Approval.)
- c. There shall be no coin-operated game machines or video machines permitted on the premises at any time.
- d. The conditions of this grant, a police permit, a copy of a business license, insurance information and an emergency contact phone number for the operator and valet service(s), if any, shall be retained on the premises at all times and be immediately produced upon request of the Los Angeles Police Department, the Department of City Planning, State Department of Alcoholic Beverage Control or other responsible agencies. The manager and all employees shall be knowledgeable of these Conditions.
- e. Electronic age verification device(s) which can be used to determine the age of any individual attempting to purchase alcoholic beverages and shall be installed on the premises at each point-of-sale location. The device(s) shall be maintained in an operational condition and all employees shall be instructed in their use prior to the sale of any alcoholic beverages.
- f. No employee or agent shall be permitted to accept money or any other thing of value from a customer for the purpose of sitting or otherwise spending time with customers while in the premises. Additionally, the licensee(s) shall not provide, permit or make available, either gratuitous or for compensation, male or female patrons who act as escorts, companions or guests of and for the customers.
- g. No employee or agent shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while in the premises.
- h. No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the applicant.
- i. The applicant shall not permit any loitering on the premises or on property adjacent to the premises.
- j. The applicant shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, including the sidewalk in front of the venue.
- k. Security cameras shall be maintained on the premises that are serving alcohol and a one-month video library that covers all common areas of the premises, high-risk areas, the patios and entrances and exits.

- I. Security personnel shall be licensed consistent with State law and Los Angeles Police Commission standards and maintain an active American Red Cross first-aid card. The security personnel shall be dressed in such a manner as to be readily identifiable to patrons and law enforcement personnel.
- m. The operator shall maintain a security log of events, incidents and evictions of patrons. This log shall be maintained in the office on the premises at all times and shall be immediately produced upon request of any Los Angeles Police Officer.
- n. There shall be no adult entertainment pursuant to LAMC Section 12.70.
- o. The applicant/ operator shall identify a contact person and provide a 24-hour "hot line" telephone number for any inquiries or complaints from the community regarding the subject facility. Prior to the utilization of this grant, the phone number shall be posted on the site so that is readily visible to any interested party. The hot line shall be:
  - Posted at the entry, and the cashier or customer service desk,
  - Provided to the immediate neighbors, schools and the Neighborhood Council,
  - Responded to within 24-hours of any complaints/inquiries received on this hot line, and,
  - The applicant shall document and maintain a log of complaints received, the date and time received and the disposition of the response. The log shall be made available for review by the Los Angeles Police Department, State ABC Investigators and the Department of City Planning's Condition Compliance Unit upon request.
- p. Any outdoor dining area in the public right-of-way shall obtain a revocable permit from the Bureau of Engineering prior to the opening of the outdoor dining area.
- q. A "designated driver program" shall be implemented in which free non-alcoholic beverages such as coffee, tea or soft drinks will be offered to the designated driver of a group. The availability of this program shall be made known to patrons either via a card placed on all tables and bars or in a program description in the menu.
- r. Within 6 months of the effective date of any Plan Approval granted pursuant to this Master Conditional Use Permit, all employees involved with the sale of alcoholic beverages shall enroll in the Los Angeles Police Department's "Standardized Training for Alcohol Retailers" STAR program. Upon completion of such training, the applicant shall request the Police Department to issue a letter identifying which employees completed the training. The applicant shall transmit a copy of the letter from the Police Department to the Department of City Planning's Condition Compliance Unit as evidence of compliance. In the event there is a change in the licensee, within one year of such change, this training program shall be required for all new staff.
- s. If at any time during the period of the grant, should documented evidence be submitted showing continued violation(s) of any condition(s) of the grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Condition Compliance Unit will have the right to require the petitioner(s) to file for a plan approval application together with the associated fees, to hold a public hearing to review the petitioner's compliance with and the effectiveness of the conditions of the grant. The petitioner(s) shall submit a summary and supporting documentation of how compliance with each condition of the grant has been attained.

- t. Prior to the beginning of operations, the manager of the facility shall be made aware of the conditions and shall inform his/her employees of the same. A statement with the signature, printed name, position and date signed by the manager and his/her employees shall be provided to the Condition Compliance Unit within 30 days of the beginning day of operation of the establishment. The statement shall read as follows:

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

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

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

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

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

- There shall be no exterior advertising or signs of any type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages or signs which are clearly visible to the exterior shall constitute a violation of this condition. This condition is not meant to preclude an interior display of alcoholic beverage containers within the interior of the restaurant space. The only exception to this restriction is the posting of a single menu on the outside wall.
  - There shall not be any sale of single cans or bottles of beer, wine coolers, or malt liquor from pre-packaged 6- or 4- packs. The sale of individual cans or bottles of craft beer from 15+ fluid ounce containers is permissible.
  - No sale of alcohol shall be permitted at any self-service, automated check-out station (checkout conducted primarily by the customer, with assistance by a store monitor) if such are available on the site. All sales of alcohol shall be conducted at a full-service checkout station directly attended by a cashier/checkout clerk specifically assigned solely to that station.
  - All personnel selling, dispensing and serving the alcoholic beverages must be 21 years old or older.
  - Partitions separating both/dining areas shall not exceed 54 inches in height. No obstructions shall be attached, fastened or connected to the booths/dining areas within the interior space of the facility.
  - The subject Alcoholic Beverage license shall not be exchanged for a public premises type license.
  - Sales and delivery of alcoholic beverages to customers shall be made from behind a counter where an employee of the licensee will obtain the product. No self-service of alcoholic beverages by patrons from behind the bar is permitted.
6. **Bicycle Parking.** On-site bicycle parking shall be provided in compliance with LAMC Section 12.21-A,16.
7. **EV Parking.** The Proposed Project shall include at least twenty percent (20%) of the total Code-required parking spaces provided for all types of parking facilities, but in no case less than one location, shall be capable of supporting future electric vehicle supply equipment (EVSE). Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity. Of the 20% EV Ready, five (5)% of the total Code-required parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the application of either the 20% or 5% results in a fractional space, round up to the next whole number. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.
8. **Maintenance.** The subject property (including any trash storage areas, associated parking facilities, sidewalks, driveways, yard areas, parkways, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
9. **Graffiti Removal.** All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.

10. **Aesthetics.** The structure, or portions thereof shall be maintained in a safe and sanitary condition and good repair and free of graffiti, trash, overgrown vegetation, or similar material, pursuant to Municipal Code Section 91,8104. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the decision maker.

**B. Administrative Conditions**

11. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews or approval, plans, etc, as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
12. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
13. **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.
14. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
15. **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.
16. **Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.
17. **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.