

CONDITIONS OF APPROVAL

As modified by the City Planning Commission February 8, 2018

The following conditions are hereby imposed upon the use of the subject property:

Entitlement Conditions

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plans submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
2. **Floor Area.** The total floor area shall not exceed 86,649 square feet of floor area, as shown on Exhibit "A".
3. **Uses.** The project shall not exceed 59,292 square feet of floor area for office uses and 27,357 square feet of floor area for restaurant/food hall uses, including the 9,541 square-foot rooftop restaurant, unless an updated trip generation analysis is submitted to the Department of Transportation demonstrating that the revised mix of uses will not result in additional trips when compared to the Updated Trip Generation Analysis in Exhibit D.
4. **Height.** The building shall not exceed a height of 94 feet 4 inches.
5. **Parking.**
 - a. **Automobiles.**
 - i. The required number of automobile parking spaces may further be reduced by twenty (20) percent, in addition to the reductions permitted pursuant to LAMC Section 12.21 A.4.
 - ii. The required automobile parking spaces may be provided off-site within 1,500 feet of the project site by lease in lieu of a recorded covenant, subject to the following conditions:
 1. Prior to the issuance of a building permit, the applicant shall submit a copy of a valid, executed lease agreement for the off-site parking spaces to the Department of City Planning for the case file. The parking spaces shall be available during all hours of operation for the proposed businesses on the project site. The parking lease shall include the location of the off-site parking lot, proximity to the project site, the number of provided parking spaces, and the hours that the parking spaces will be available for the project site.
 2. If the parking lease agreement is continued or replaced, upon execution of the new agreement, the new parking lease agreement shall be submitted to the Department of City Planning.
 - b. **Bicycle.** Bicycle parking spaces shall be providing in compliance with LAMC Section 12.21 A.4 and 16. A minimum of 16 bicycle parking spaces shall be provided to utilize the 30 percent reduction in automobile parking spaces. Short-term bicycle parking spaces may be provided within the public right-of-way, subject to the approval of the Bureau of Public Works.

6. **Sustainability.**

- a. The project shall comply with the Los Angeles Municipal Green Building Code, Section 95.05.211, to the satisfaction of the Department of Building and Safety.
- b. Prior to the issuance of Certificate of Occupancy, the applicant shall install rooftop solar panels. Total solar panel area shall be equivalent to ten percent of the existing rooftop area of the building or more.

7. **Mechanical Equipment.** All mechanical equipment shall be fully screened from view of any abutting properties and the public right-of-way.

8. **Trash/Storage.** All trash collecting and storage areas shall be located on-site and not visible from the public right-of-way.

- a. Trash receptacles shall be enclosed and/or covered at all times.
- b. Trash/recycling containers shall be locked when not in use.

9. **Landscaping.**

a. Landscaping for the rooftop and rear vacated alley area shall be in substantial conformance with Exhibit A, Sheet L1.0 (Planting Plan).

b. Tree Wells.

- i. The minimum depth of tree wells on the rooftop 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 3 inches.
- ii. The minimum amount of soil volume for tree wells on the rooftop shall be based on the size of the tree at maturity:
 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).

c. Non-edible rooftop vegetation and landscaping shall be irrigated with greywater and/or rainwater.

10. **Materials and Glazing.** Materials, surfaces, and glazing shall be in substantial conformance with Exhibit A, Sheets A-301B and A-302 (Building Elevations).

11. **Signage.** No signage has been approved as part of this action. Any proposed signage shall comply with the applicable regulations of the Municipal Code.

12. **Ground Floor Transparency.** The ground floor shall allow visibility from sidewalk areas into the interior of all commercial uses. Windows shall be free of signs or other obstructions. Clear and non-reflective glass allowing a minimum of 90 percent light transmission shall be used, unless considered a safety hazard.

13. **Encroachments.** Encroachments into the public right-of-way resulting from the project, such as the proposed awnings and rooftop restaurant addition, shall require a Revocable Permit from the Department of Public Works, Bureau of Engineering.
14. 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.

Conditional Use for the Sale and Dispensing of On-Site Alcoholic Beverages

15. 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 Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
16. Each individual venue shall be subject to a Zoning Administrator's Approval of Plans determination pursuant to Section 12.24 M of the Los Angeles Municipal Code in order to implement and utilize the Conditional Use authorization granted herein as follows;
 - a. The on-site sale and consumption of a full line of alcoholic beverages in connection with eight (8) restaurants located within the ground floor and mezzanine level food hall;
 - b. The on-site sale and consumption of a full line of alcoholic beverages in connection with one (1) restaurant located on the rooftop with an outdoor dining area;
 - c. The purpose of the Approval of Plans determination is to review each proposed venue in greater detail and to tailor site-specific conditions of approval for each of the premises 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 Approval of Plans application to evaluate compliance and effectiveness of the conditions of approval.
 - d. A public hearing for any Approval of Plans request may be waived at the discretion of the Chief Zoning Administrator.
17. Maximum cumulative square footage for all nine (9) venues, including the rooftop restaurant, shall not exceed the following:
 - a. 27,357 square feet, including the 9,541 square-foot rooftop restaurant; and
 - b. 1,152 seats.
18. No conditional use for dancing has been requested or approved. Public dancing shall be not be permitted.
19. Notwithstanding Exhibit A, this grant recognizes that there may be changes resulting from identified tenants, which may result in larger or smaller venues than those identified in Exhibit A, different locations and/or in a reduced number of venues than those originally proposed. Such outcome is permitted provided that the other conditions noted herein, specifically those related to maximum square footage, maximum seating, maximum number of venues and maximum number of approved allocation of on-site and off-site sale venues are not exceeded.

20. Any future change in the tenant/operator of any of the individually approved venues conducting the sale of alcohol shall require the filing of an Approval of Plans to evaluate the applicability of existing conditions and review any potential changes in the mode and character of the development complex.
21. Prior to the utilization of this grant and the filing of an Approval of Plans for the first venue, the applicant shall prepare a security plan which shall be submitted to the Police Department's Central Area's Vice Section for review and approval. A copy of the security plan approved by the Police Department shall be included with the application materials submitted for an Approval of Plans. The security plan shall address security measures applicable to all the venues as well as any measures specific to the individual venue reviewed under each corresponding Approval of Plans.
22. Prior to the utilization of this grant, surveillance cameras shall be installed which cover all common areas of the venues, including all high-risk areas, entrances and exits to each tenant space, including cameras that provide a view of the street.
23. There shall be no use of the subject premises which involves Section 12.70 of the Los Angeles Municipal Code uses (Adult Entertainment).
24. All venue tenants shall be provided with a copy of these conditions which shall also be referenced in any lease or contract and which shall be maintained and posted on the premises and available upon request by any enforcement agency.
25. All employees shall also be made familiar with these conditions and any others which are identified specifically in the corresponding Approval of Plans determination. Additionally, a copy shall be provided to all employees who shall sign an acknowledgement form stating that they have read and understood all of the ABC and conditional use permit conditions. These conditions of approval shall be retained on the property at all times and shall be produced immediately upon the request of the Zoning Administrator, Police Department, or Department of Building and Safety.
26. The applicant, tenants and on-site managers shall comply with all applicable laws and conditions of this action and any corresponding Approval of Plans determination and shall properly manage the facility to discourage illegal and criminal activity on the subject property and any accessory parking area over which they exercise control.
27. The applicant shall maintain on the premises and present upon request to the Police or other enforcement agency, a copy of the Business Permit, Insurance Information, and valid emergency contact phone number for any Valet Service utilized and for any Security Company Service employed.
28. The applicant shall be responsible for maintaining the area adjacent to the premises over his/her control free of litter.
29. The applicant and tenants shall monitor the areas under their control to prevent loitering of persons around their venues.
30. The property owner/operator shall keep a log of complaints received, the date and time received, and the disposition of the response. This shall be available for inspection by the Department.

31. 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 Zoning Administrator 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 for 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.
32. **MViP – Monitoring Verification and Inspection Program.** Prior to the effectuation of this grant, fees required per LAMC Section 19.01 E.3 for Monitoring of Conditional Use Permits and Inspection and Field Compliance Review of Operations shall be paid to the City. Within 12 to 18 months from the beginning of operations or issuance of a Certificate of Occupancy, a City inspector will 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 included in the administrative file. The owner/operator shall be notified of the deficiency or violation and 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, may result in additional corrective conditions imposed by the Zoning Administrator.
33. **Prior to the effectuation 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 Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file. Fees required per LAMC Section 19.01 E.3 for Monitoring of Conditional Use Permits and Inspection and Field Compliance Review of Operations shall be paid to the City prior to the final clearance of this condition.

Administrative Conditions

34. **Approvals, 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 Department of City Planning for placement in the subject file
35. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
36. **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 Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.

37. **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.
38. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
39. **Building Plans.** A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its 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.
40. **Corrective 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 City Planning Commission, or the Director pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if, in the Commission's or Director's opinion, such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
41. **Indemnification and Reimbursement of Litigation Costs.**

Applicant shall do all of the following:

- a. 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.
- b. 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.
- c. 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).
- d. 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).

- e. 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 include 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.

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 City Planning Commission 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 window signs of any kind or type promoting alcoholic products.
- The alcoholic beverage license for the restaurants shall not be exchanged for "public premises" license unless approved through a new conditional use authorization. "Public Premises" is defined as a premise maintained and operated for sale or service of alcoholic

beverages to the public for consumption on the premises, and in which food is not sold to the public as a bona fide eating place.

- There shall be no advertising of any alcoholic beverages visible from the exterior of the premises from the food and beverage areas within the museum, promoting or indicating the availability of alcoholic beverages.
- Alcohol sales and dispensing for on-site consumption shall only be served by employees.
- The venue operator, owner and the venue personnel shall at all times maintain a policy of not serving to obviously intoxicated patrons and shall take preventative measures to help avert intoxication-related problems.
- No person under the age of 21 years shall sell or deliver alcoholic beverages.
- There shall not be a requirement to purchase a minimum number of drinks.