

CONDITIONS OF APPROVAL
As modified by the City Planning Commission March 22, 2018

A. Entitlement Conditions

1. **Site Development.** The use and development of the subject property shall be in substantial conformance with the site plan labeled Exhibit "A" and dated January 11, 2018. Prior to the issuance of building permits for individual structures, detailed development plans including a site plan illustrating elevations, facades, and architectural treatment, and a landscape/irrigation plan shall be submitted for review and approval by the Planning Department. The plans shall comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Floor Area.** The project shall be limited to a maximum 3:1 Floor Area Ratio (FAR).
3. **Height.** The proposed buildings shall be limited to a height of up to 80 feet, four (4) inches.
4. **Residential Automobile Parking.** Parking for residential uses shall be provided in accordance with LAMC Section 12.21-A,4 parking requirements, which requires 1 on-site parking space for each residential unit of 0-2 bedroom, 1½ on-site parking spaces for each residential unit of 3 bedrooms, and 2 on-site parking spaces for each residential unit of 4 or more bedrooms. The project shall provide unbundled parking leases for residential units. Residential tenants of the market rate residential dwelling units shall have the option to lease parking spaces separately from the residential dwelling units or to opt out of leasing parking spaces. Parking spaces for Restricted Affordable Units shall be sold or rented consistent with LAMC Section 12.22-A,25(d).
5. **Commercial Parking.** Parking for commercial uses shall be provided in compliance with LAMC Section 12.21-A,4. Twenty percent of the required automobile parking may be replaced by bicycle parking at a ratio of one vehicle parking space for every four bicycle parking spaces provided.
6. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21-A,16. Long-term bicycle parking shall be provided at a rate of one per dwelling unit or guest room. Additionally, short-term bicycle parking shall be provided at a rate of one per ten dwelling units or guest rooms, with a minimum of two short-term bicycle parking spaces. Short-term and long term bicycle parking for general retail stores and restaurants requires one bicycle parking per 2,000 square feet, with a minimum of two bicycle parking spaces for both long- and short-term bicycle parking.
7. Prior to the issuance of the building permit, a copy of the letter of decision for Case No.VTT-74231 shall be submitted to the satisfaction of the Development Services Center.
8. **Electric Vehicle Charging Stations.** The project shall include at least 20 percent (20%) of the total automobile parking spaces developed on the project site 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 ampacity. In addition, five percent (5%) of the total automobile parking spaces developed on the project site, and all parking spaces in excess of LAMC-required spaces for the use, shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the application of either the required 20 percent or five 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.

9. **Solar.** A minimum of 1,000 square feet of roof area, shall be reserved for the installation of a solar photovoltaic system. The system shall be installed prior to the issuance of a certificate of occupancy.
10. **Haul Route.**
 - a. Inbound haul trucks will exit from the US-101, head south on Highland Avenue, turn west on Santa Monica Boulevard, and enter the project site from Santa Monica Boulevard. Outbound haul trucks will exit the project site by turning east on Santa Monica Boulevard, then turning north on Highland Avenue, and enter the US-101 heading north.
 - b. Exporting a total of 78,000 cubic yards of soil.
 - c. Maximum total of 222 trips per day for the duration of 44 days.
 - d. Haul trucks shall be restricted to the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday.
 - e. Trucks shall be restricted to 10-wheel dump trucks or smaller for streets with a width of 25 feet or less. Eighteen-wheel dump trucks are permitted on streets with a width greater than 25 feet. There shall be no staging or parking of construction vehicles, including vehicles to transport workers on any of the streets.
 - f. The Emergency Operations Division, Specialized Enforcement Section of the Los Angeles Police Department shall be notified prior to the start of hauling (213) 486-0777.
 - g. Streets shall be cleaned of spilled materials at the termination of each work day.
 - h. The final approved haul routes and all the conditions of approval shall be available on the job site at all times.
 - i. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
 - j. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
 - k. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.

- l. All trucks are to be watered at the job site to prevent excessive blowing dirt.
 - m. All trucks are to be cleaned of loose earth at the job site to prevent spilling. Any material spilled on the public street shall be removed by the contractor.
 - n. The applicant shall be in conformance with the State of California, Department of Transportation, policy regarding movements of reducible loads.
 - o. All regulations set forth in the State of California Department of Motor Vehicles pertaining to the hauling of earth shall be complied with.
 - p. A Truck Crossing warning sign shall be placed 300 feet in advance of the exit in each direction.
 - q. One flag person(s) shall be required at the job and dump sites to assist the trucks in and out of the project area. Flag person(s) and warning signs shall be in compliance with Part II of the 1985 Edition of Work Area Traffic Control Handbook.
 - r. The City of Los Angeles, Department of Transportation, telephone (213) 485-2298, shall be notified 72 hours prior to beginning operations in order to have temporary No Parking signs posted along the route.
 - s. Any desire to change the prescribed routes must be approved by the concerned governmental agencies by contacting Street Services Investigation and Enforcement Division at (213) 847-6000 before the change takes place.
 - t. The permittee shall notify Street Services Investigation and Enforcement Division, (213) 847-6000, at least 72 hours prior to the beginning of hauling operations and shall also notify the Division immediately upon completion of hauling operations.
 - u. A surety or cash bond shall be posted in an amount satisfactory to the City Engineer for maintenance of haul route streets. The forms for the bond will be issued by the Central Los Angeles District Engineering Office, 201 N. Figueroa Street, Land Development Section, Suite 1150, Los Angeles, CA 90012. Further information regarding the bond may be obtained by calling (213) 202-3495.
11. **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.

12. **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.

13. **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 activities¹, 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) 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.

¹ 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

- 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.

Density Bonus Conditions

14. **Residential Density.** The project shall be limited to a maximum density of 231 residential units including Density Bonus Units.
15. **Affordable Units.**
 - a. A minimum of 15 units, eight percent (8%) of the base dwelling units, shall be reserved as affordable units for Very Low Income Households, as defined by the State Density Bonus Law 65915(C)(2).
 - b. Changes in Restricted Units. Deviations that increase the number of restricted affordable units or that change the composition of units or change parking numbers shall be consistent with L.A.M.C. Section 12.22-A,25.
 - c. Adjustment of Parking. In the event that the number of Restricted Affordable Units should increase, or the composition of such units should change (i.e. the number of bedrooms, or the number of units made available to Senior Citizens and/or Disabled Persons), or the applicant selects another Parking Option (including Bicycle Parking Ordinance) and no other Condition of Approval or incentive is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth pursuant to L.A.M.C. Section 12.22-A,25.
 - d. The project shall provide unbundled parking leases for residential units. Residential tenants of the market rate residential dwelling units shall have the option to lease parking spaces separately from the residential dwelling units or to opt out of leasing parking spaces. Parking spaces for Restricted Affordable Units shall be sold or rented consistent with LAMC Section 12.22-A,25(d).
16. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing and Community Investment

Department (HCIDLA) to make 15 units available to Very Low-Income Households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years. Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file and to the Council Office and Neighborhood Council. The project shall comply with the Guidelines for the Affordable Housing Incentives Program adopted by the City Planning Commission and with any monitoring requirements established by the HCIDLA. Refer to the Density Bonus Legislation Background section of this determination.

17. Incentives and Waivers.

- a. **Density Calculation.** The project density shall be based on the lot area of the site prior to any street dedications.
- b. **Side Yard.** The building shall be permitted a zero-foot side yard setback along Santa Monica Boulevard.
- c. **Floor Area Calculation.** The project's floor area shall be calculated on the lot area prior to street dedications.

Master Alcohol Conditional Use Permit Conditions

18. Authorizations. Use, maximum cumulative square-footage, seating, and hours of operation for all venues shall be limited to the following:

- a. The on-site sale of a full line of alcoholic beverages at a maximum of three venues totaling up to 5,000 square feet of interior floor area.
- b. Beer and wine sales may be provided in lieu of a full line of alcoholic beverages at any of the approved venues.
- c. A public hearing for any Master Plan Approval (MPA) request may be waived at the discretion of the Chief Zoning Administrator.

19. 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.

20. 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.

21. **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.
22. **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.
23. **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.
24. The property owner/property management company and each tenant shall be responsible for maintaining free of litter, the area adjacent to the property including the sidewalk and patio areas.
25. The applicant and tenants shall monitor the areas under their control to prevent loitering of persons around their venues.
26. 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.
27. **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.

28. 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.

Site Plan Review Conditions

29. 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.

30. **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.

31. **On-site Landscaping.** All planters containing trees shall have a minimum depth of 48 inches.

32. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.

33. **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

34. **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.
35. **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.
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 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.
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 Planning Department 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.** 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.
40. **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.