

### Conditions of Approval

1. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plan, and elevations labeled Exhibit "A" attached to the subject case file. The location, type, and size of signage is not a part of this approval. Minor deviations may be allowed in order to comply with provisions of the LAMC and the conditions of approval.
2. **Guest Rooms.** The hotel shall be limited to a maximum of 156 guest rooms.
3. **Hotel Facilities/Amenities.**
  - a. **Ground Floor.** A hotel gift shop, a business center, and a hotel coffee shop/lounge with outdoor seating shall be permitted on the ground floor and, with the exception of the hotel gift shop, shall only be opened to hotel guests.
  - b. **10<sup>th</sup> Floor/Rooftop.** A gym and a roof deck with a pool, firepit, and snack bar shall be permitted on the 10<sup>th</sup> Floor/Rooftop and shall only be opened to hotel guests. Use of the rooftop deck shall be limited to the hours of 8:00 a.m. to 11:00 p.m., Sunday through Thursday, and 8:00 a.m. to 12:00 a.m. (midnight), Friday and Saturday.
4. **Westerly Façade Design.** Submit a revised Western Elevation showing enhancements to the façade to provide similar detailing as to the front and side elevations, including but not limited to:
  - a. **Windows.** The westerly façade shall include a minimum of 49.5 square feet of window opening for each guest room. The window opening(s) may be in the form of one (1) opening or multiple openings. The windows shall include architectural treatments, such as awnings above, or Juliet balconies, to provide visual interest to the window feature.
  - b. **Articulation.** The westerly façade shall provide a minimum 6-inch offset/plane break for every 20 feet of horizontal distance, for the entire height of the building.
5. **Vehicular Parking.** All vehicular parking shall be provided in conformance with the LAMC.
6. **Vehicular Access.** All vehicular access shall be limited to a two-way, 20-foot wide driveway off of Whitley Avenue.
7. **Bicycle Parking.** All bicycle parking shall be provided in conformance with the bicycle parking requirements of the LAMC.
8. **Landscaping.**
  - a. Submit a 10<sup>th</sup> Floor/Rooftop Landscape Plan, and a revised 10<sup>th</sup> Floor/Rooftop Floor Plan, showing a minimum of 25% of the open space area as landscaped with a variety of shrubs and trees.
  - b. All planters containing trees shall have a minimum depth of 48 inches (48"), including those located on the rooftop and along the Whitley Avenue frontage.
  - c. All open areas not used for buildings, driveways, parking areas, or walkways shall be attractively landscaped and maintained in accordance with a landscape plan and an automatic irrigation plan, prepared by a licensed Landscape Architect and to the satisfaction of the decision maker.

9. **Trash.** Trash and recycling receptacles shall be located within the building or a gated, covered enclosure constructed of materials identical to the exterior wall materials of the building and screened with landscaping, so as not to be viewed from public right-of way or adjacent residences.
10. **Deliveries.** Deliveries to and from the property shall occur no earlier than 7 a.m., nor later than 8 p.m., Monday through Friday, and no earlier than 10 a.m., nor later than 4 p.m., on Saturdays and Sundays.
11. **Security.** Security grilles and roll-down doors shall not be permitted.
12. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source does not illuminate adjacent residential properties or the public right-of-way, nor the above night skies.
13. **Signage.** On-site signs shall be limited to the maximum allowable under the Municipal Code.
14. **Solar Panels.** Solar panels shall be installed on the project's rooftop space to be connected to the building's electrical system. A minimum 15% of the gross roof area shall be reserved for the installation of a solar photovoltaic system, to be installed prior to the issuance of a certificate of occupancy, in substantial conformance with the plans stamped "Exhibit A".
15. **Electric Vehicle Parking.** The project shall include at least twenty percent (20%) of the total 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) percent of the total 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.
16. **Ellis Act Relocation Assistance.** Owner shall comply with LAMC Sections 151.22 through 151.28, and any other applicable state or local law, by providing all existing units proposed to be demolished with relocation assistance, notice, and fees consistent with the Relocation Assistance Amounts as specified by law and/or the Los Angeles Housing & Community Investment Department ("HCID").
17. That the applicant execute and record a Covenant and Agreement (Planning Department General Form CP-6770) in a form satisfactory to the Director of City Planning binding the applicant and any successor in interest to provide tenant relocation assistance and establish a relocation program in a manner consistent with LAMC Section 47.07 relating to demolition. The covenant and agreement shall be executed and recorded within 10 days after the expiration of the appeal period (and final action thereon) and a copy provided to each eligible tenant within five days of recordation of the covenant and agreement.

### **Administrative Conditions**

18. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of 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.

19. **Code Compliance.** Use, area, height, and area regulations of the zone classification(s) of the subject property shall be complied with, except where granted conditions differ herein.
20. **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 assigns. The agreement shall 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.
21. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices legislation or their successors, designees, or amendments to any legislation.
22. **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.
23. **Building Plans.** Page 1 of this grant and all conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety.
24. **Utilization of Concurrent Entitlement.** Site Plan Review requires completion of all applicable conditions of approval to the satisfaction of the Department of City Planning. The applicant/owner shall have a period of three years from the effective date of the subject grant for the Site Plan Review to effectuate the terms of this entitlement by securing a building permit. Thereafter, the entitlements shall be deemed terminated and the property owner shall be required to secure a new authorization for the use. If a building permit is obtained during this period, but subsequently expires, this determination shall expire with the building permit.
25. **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 of Planning, pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if in the decision makers' opinion, such actions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
26. **Expedited Processing Section Fees.** Prior to the clearance of any conditions, the applicant shall show proof that all fees have been paid to the Department of City Planning, Expedited Processing Section.
27. **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 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 (b).
  - 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 (b).
  - 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.