

## CONDITIONS OF APPROVAL

Pursuant to Section 12.32 of the Los Angeles Municipal Code (“LAMC”), the following conditions are hereby imposed upon the use of the subject property:

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped “Exhibit A” and dated March 13, 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. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Colors/Materials.** As shown in “Exhibit A,” the following materials shall be used:
  - a. Facades which alternate the use of painted smooth troweled stucco in the following colors: “Garden Dawn” (light green) and “Unsalted Butter” (beige/light tan).
  - b. Window frames, glazing system door frames, wrought metal security gate, and wrought metal balcony and stair railing in the following color: “Pine-Needle Green” (green).
  - c. Decorative elements including a decorative cornice, horizontal color bands to separate floors, a green wall/façade vertical planting element, canopy elements over the second-floor walkway and third floor balconies, non-glare downlight fixtures, and recessed downlights under overhangs.
  - d. The ground floor shall be finished with smooth troweled stucco and painted to match the upper floors. The use of poured concrete or stack bond concrete masonry units at the ground floor is prohibited.
3. **Unbundled parking.** Residential parking shall be unbundled from the cost of the rental units, with the exception of parking for Restricted Affordable Units.
4. **Long-Term Bicycle Parking.** All long-term bicycle parking shall be interior to the building and enclosed on all sides to protect bicycles from inclement weather.
5. **Open Space.** The project shall provide at least 2,640 square feet of open space as follows:
  - a. **Courtyards.** A minimum of 1,290 square feet shall be provided for the central courtyard.
  - b. **Private Balconies.** The project shall provide a minimum of 27 private balconies that each measure a minimum of 50 square feet, for a total of 1,350 square feet.
6. **Street Tree.** Plant one street tree within the landscaped parkway as shown in Exhibit A on Sheet L1. Note: Removal or planting of any tree in the public right-of-way requires the approval of the Board of Public Works. All protected tree removals must be approved by the Board of Public Works. Contact Urban Forestry Division (213-847-3077) for permit information.

7. **Landscaping.** Revise the landscape plan to include a plant species capable of growing to fully cover the trellis within a three year time period. The landscape plan shall include native plants in compliance the River Implementation Overlay (RIO) District.
8. **Permeable Paving.** The project shall incorporate techniques throughout the project site, specifically for the walkway around the building, including permeable paving and landscaping to avoid excessive runoff into the Los Angeles Flood Control Basin.
9. **Wall.** Prior to a Certificate of Occupancy, a minimum 6-foot tall slumpstone or decorative masonry wall shall be constructed adjacent to neighboring residences, if no such wall already exists, except in the yards facing Baird Avenue.

### **Community Design Overlay Conditions of Approval**

10. **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. Pedestrian lighting shall be provided at the ground-floor pedestrian access points.
11. **Rooftop Mechanical Equipment.** All rooftop mechanical equipment shall be screened from public view.
12. **Gas Meters.** Gas meters are prohibited from being located on the Baird Avenue-facing frontage. The meters must be fully screened from public view along a side or rear elevation.
13. **Utility Equipment.** If transformers or other utility equipment are placed in a location visible from the public right-of-way, plans shall be referred to Department of City Planning – Valley Project Planning for review.
14. **Equipment Screening.** If not located within a structure, trash storage bins and recycling areas shall be fully enclosed with a decorative masonry wall or fence and landscaped to prevent off-site transport of trash. If utility equipment or electrical transformers are located at-grade, they shall be fully screened on all sides from public view by substantial landscaping or shall be placed underground.
15. **Security Devices.** The use of barbed wire, razor wire, and concertina wire shall not be visible from the public right-of-way. Any security devices such as alarms, grilles, or gates shall not have a negative impact on the building design.
16. **Building Materials.** Bare aluminum finishes, unfinished metal panels, metal windows/doors, and the like shall be anodized or painted. The use of unfinished or unsurfaced concrete block walls shall be prohibited. Additionally, exterior walls and window shall be treated with graffiti resistant materials such as specialized coating or use of vegetation.
17. **Building Colors.** If the building is to be repainted, no more than (4) four exterior colors shall be used on the building. Building materials such as marble, brick, and tile should

retain their natural colors. Bright colors including fluorescent and day-glow are not permitted, except when used as an accent.

18. **Signage.** No signage, other than that permitted by the Reseda Community Design Overlay and LAMC sign regulations, shall be installed on the property. There shall be no off-site commercial signage on construction fencing during construction.

### **Administrative Conditions**

19. **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 Department of City Planning for placement in the subject file.
20. **Code Compliance.** The area, height and use regulations of the zone classification of the subject property shall be complied with, except where conditions herein are more restrictive.
21. **Covenant.** Prior to the issuance of any permits relative to this matter, 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 for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the subject case file.
22. **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.
23. **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.
24. **Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and Department of Building and Safety.
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 Area 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.

**26. Tribal Cultural Resources 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 (excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil or a similar activity), 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:

- a. Upon a discovery of a potential tribal cultural resource, the Applicant 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 (818) 374-5072.
- b. If the City determines, pursuant to Public Resources Code Section 21074 (a)(2), that the object or artifact appears to be a tribal cultural resource, the City shall provide any effected tribe a reasonable period of time, not less than 30 days, to conduct a site visit and make recommendations to the Applicant and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.
- c. The Applicant shall implement the tribe's recommendations if a qualified archaeologist and by a culturally affiliated tribal monitor, both retained by the City and paid for by the Applicant, reasonably concludes that the tribe's recommendations are reasonable and feasible.
- d. The Applicant 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 and by a culturally affiliated tribal monitor to be reasonable and feasible. The Applicant shall not be allowed to recommence ground disturbance activities until this plan is approved by the City.
- e. If the Applicant does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist or by a culturally affiliated tribal monitor, the Applicant may request mediation by a mediator agreed to by the Applicant and the City who has the requisite professional qualifications and experience to mediate such a dispute. The Applicant shall pay any costs associated with the mediation.
- f. The Applicant 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 by a culturally affiliated tribal monitor and determined to be reasonable and appropriate.
- g. 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.

**27. Human Remains Inadvertent Discovery.** In the event that human skeletal remains are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, pursuant to State Health and Safety Code Section 7050.5 which requires that no further ground disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code Section 5097.98. In the event human skeletal remains are discovered during construction or during any ground disturbance activities, the following procedures shall be followed:

- a. Stop immediately and contact the County Coroner:  
1104 N. Mission Road  
Los Angeles, CA 90033  
323-343-0512 (8 a.m. to 5 p.m. Monday through Friday) or  
323-343-0714 (After Hours, Saturday, Sunday, and Holidays)
- b. If the remains are determined to be of Native American descent, the Coroner has 24 hours to notify the Native American Heritage Commission (NAHC).
- c. The NAHC will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
- d. The most likely descendent has 48 hours to make recommendations to the Applicant, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- e. If the Applicant does not accept the descendant's recommendations, the owner or the descendent may request mediation by the NAHC.

**28. Archaeological Resources Inadvertent Discovery.** In the event that any subsurface cultural resources are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, pursuant to State Health and Safety Code Section 7050.5. At which time the applicant shall notify the City and consult with a qualified archaeologist who shall evaluate the find in accordance with Federal, State, and local guidelines, including those set forth in the California Public Resources Code Section 21083.2 and shall determine the necessary findings as to the origin and disposition to assess the significance of the find. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined to be unnecessary or infeasible by the City. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.

**29. Paleontological Resources Inadvertent Discovery.** In the event that any prehistoric subsurface cultural resources are encountered at the project site during construction or

the course of any ground disturbance activities, all such activities shall halt immediately, at which time the applicant shall notify the City and consult with a qualified paleontologist to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined to be unnecessary or infeasible by the City. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.

### 30. 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, in whole or in part, relating to or arising out of 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 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.