

CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on December 3, 2020)

Entitlement Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped Exhibit "A" 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. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Los Angeles Municipal Code or the project conditions.
2. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
3. **Residential Density.** The project shall be limited to a maximum density of 9 dwelling units.
4. **Affordable Units.** A minimum of one unit, that is 10 percent of the total 9 dwelling units, shall be reserved for Low Income Households, as defined by Government Code Section 65915(c)(1) or (c)(2).
5. **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 LAMC Section 12.22 A.25 (a-d).
6. **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 one (1) unit available to 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. 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.
7. **Height (On-Menu Incentive).** The proposed building shall not exceed a maximum height of 39 feet, as measured from the midpoint of the centerline of Ocean Front Walk to the highest point of the roof (varied roofline).
8. **Passageway (Waiver of Development Standards).** The project shall provide a passageway of at least six feet in width.
9. **Third Story Step-back (Waiver of Development Standards).** The project shall provide a maximum two-foot nine-inch by two-foot five-inch encroachment into the 45 degree step-back plane of the upper portion of the building, as shown Sheet A4.4 of Exhibit A.
10. **Roof Access Structure (Waiver of Development Standards).** The project shall be limited to a Roof Access Structure with a maximum height of 12 feet and the area within the outside walls shall not exceed 100 square feet as measured from the outside walls.

11. **Parking and Access.** Based upon the number of dwelling units, Service Floor area, Ground Floor area proposed, 30 parking spaces shall be provided; all vehicle access shall be from Speedway.
- a. Residential Use – A minimum of 17 unbundled parking spaces shall be provided.
 - i. Residential Parking (Affordable Housing Unit) – Vehicle parking for the Affordable Housing Unit shall be provided consistent with LAMC Section 12.22-A.25, Parking Option 1 providing one (1) parking space.
 - ii. Residential Parking (Market Rate Housing Unit) – A minimum of 16 parking spaces shall be provided.
 - iii. Notwithstanding the above subparagraphs i. and ii, required parking in a Housing Development Project that qualifies for a Density Bonus may be rented separately from the dwelling units, so that tenants have the option of renting a unit without a parking space. The separate rental of a dwelling unit and a parking space shall not cause the rent of a Restricted Affordable Unit (or the parking space) to be greater than it would otherwise have been.
 - b. Restaurant Use – The proposed 1,568 square foot restaurant is limited to 574 square foot of Service Floor area. Eleven parking spaces are required (one space for each 50 square feet of Service Floor area). Pursuant to LAMC Section 12.21-A.4, a maximum 30% of the required commercial vehicle parking may be replaced with bicycle parking. Eight vehicle parking spaces are provided, and three spaces will be replaced with 12 bicycle parking spaces.
 - c. Beach Impact Zone (BIZ) – A minimum of two parking spaces are required, one space for each 640 square feet of Ground Floor area.
12. **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 above.
13. **Electric Vehicle Parking.** All electric vehicle charging spaces (EV Spaces) and electric vehicle charging stations (EVCS) shall comply with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.
14. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21-A.16.
15. **Open Space.** The project shall provide open space consistent with LAMC Section 12.21-G.
16. **Landscaping.** A final landscape plan shall be submitted that is substantial conformance with the landscape plan in Exhibit “A”. Open areas not used for buildings, driveways, parking areas, recreational facilities, pedestrian amenities, or walkways shall be landscaped. The landscape plan shall include an irrigation plan. Landscaping shall be maintained in good health for the life of the project.

17. **Solar Panels.** The project shall dedicate a minimum of 15% of the available rooftop space, for the installation of a solar power system as part of an operational photovoltaic system to be maintained for the life of the project, in substantial conformance with the plans stamped "Exhibit A". The Project shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
18. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, Environmental Sensitive Areas, the public right-of-way, nor from the above.
19. **Trash.** Separate trash collection areas for residential and commercial trash collection shall be maintained, and shall also accommodate the separate collection of recyclable trash. The separate trash collection areas shall be clearly identified on final plans submitted for review and sign-off.
20. **Service Floor Area.** The ground floor restaurant is limited to a maximum Service Floor, as defined in the Venice Coastal Zone Specific Plan, of 574 square feet.
21. **Dual Permit Jurisdiction Area.** The project is located within the Dual Permit Jurisdiction area of the California Coastal Zone. The applicant shall file an application for a second (or "dual") coastal development permit with the Coastal Commission and shall submit proof of a valid ("dual") permit issued by the Coastal Commission.
22. **Minimum Elevations:** The Finished Floor Elevation (FFE) of the Project shall not be lower than the Base Flood Elevation identified in the governing floor zone plus one feet.
23. **Street Wall:** Commercial buildings located on Ocean Front Walk shall have the Street Wall set zero feet from the building line and shall have a minimum height of 13 feet.
24. **Ground Floor:** At least 50 percent of the area of the Ground Floor Street Wall of the Project shall be devoted to pedestrian entrances, display windows or windows offering views into retail, office gallery or lobby space.
25. Blank Walls shall be limited to segments of 15 feet in length, except that Blank Walls that contain a vehicle entry door shall be limited to the width of the door plus five feet.
26. **Graffiti.** 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.

Alcoholic Beverage Conditions

27. Authorized herein is the sale and dispensing of a full line of alcoholic beverages for on-site consumption, in conjunction with the proposed 1,568 square-foot restaurant with a 574 square feet of Service Floor area from the effective date of this grant. Subject to the following limitations:
 - a. The seating area shall be limited to a maximum of 50 interior seats provided that number of seats does not exceed the maximum allowable occupant load as determined by the Department of Building and Safety.
 - b. Hours of operation shall be limited to 7:00 a.m. to 2 a.m., daily.

28. No after-hour use is permitted, except for routine clean-up. This includes but is not limited to private or promotional events, special events, but is excluding any activities which are issued film permits by the City.
29. Complaint Log. Prior to the utilization of this grant, a telephone number and email address shall be provided for complaints or concerns from the community regarding the operation. The phone number and email address shall be posted at the following locations:
 - a. Entry, visible to pedestrians
 - b. Customer service desk, front desk or near the reception area.

Complaints shall be responded to within 24-hours. The applicant shall maintain a log of all calls and emails, detailing: (1) date complaint received; (2) nature of complaint, and (3) the manner in which the complaint was resolved.

30. STAR/LEAD Training. Within the first six months of operation or the effectuation of the grant, all employees involved with the sale of alcohol shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers" (STAR) or Department of Alcoholic Beverage Control "Licensee Education on Alcohol and Drugs" (LEAD) training program. Upon completion of such training, the applicant shall request the Police Department or Department of Alcoholic Beverage Control to issue a letter/certificate identifying which employees completed the training.
31. STAR/LEAD training shall be conducted for all new hires within three (3) months of their employment.
32. The applicant shall be responsible for monitoring both patron and employee conduct on the premises and within the parking areas under his/her control to assure such conduct does not adversely affect or detract from the quality of life for adjoining residents, property owners, and businesses.
33. Loitering is prohibited on or around these premises or the area under the control of the applicant. "No Loitering or Public Drinking" signs shall be posted in and outside of the subject facility.
34. At least one on-duty manager with authority over the activities within the facility shall be on the premises during business hours. The on-duty manager's responsibilities shall include the monitoring of the premises to ensure compliance with all applicable State laws, Municipal Code requirements and the conditions imposed by the Department of Alcoholic Beverage Control (ABC) and the conditional use herein. Every effort shall be undertaken in managing the subject premises and the facility to discourage illegal and criminal activities and any exterior area over which the building owner exercises control, in effort to ensure that no activities associated with such problems as narcotics sales, use or possession, gambling, prostitution, loitering, theft, vandalism and truancy occur.
35. The Applicant shall be responsible for maintaining the premises and adjoining sidewalk free of debris or litter.
36. Parking for the restaurant use shall be provided in compliance with the Venice Coastal Zone Specific Plan, Municipal Code and to the satisfaction of the Department of Building and Safety. No variance from the commercial use parking requirements has been requested or granted herein.

37. Coin operated game machines, pool tables or similar game activities or equipment shall not be permitted. Official California State lottery games and machines are allowed.
38. Prior to the utilization of this grant, an electronic age verification device shall be purchased and retained on the premises to determine the age of any individual attempting to purchase alcoholic beverages and shall be installed on at each point-of-sales location. This device shall be maintained in operational condition and all employees shall be instructed in its use.
39. Smoking tobacco or any non-tobacco substance, including from electronic smoking devices, is prohibited in or within 10 feet of the outdoor dining areas in accordance with Los Angeles Municipal Code Section 41.50 B 2 C. This prohibition applies to all outdoor areas of the establishment if the outdoor area is used in conjunction with food service and/or the consumption, dispensing or sale of alcoholic or non-alcoholic beverages.
40. The Applicant(s) shall comply with 6404.5(b) of the Labor Code, which prohibits smoking within any place of employment. The applicant shall not possess ashtrays or other receptacles used for the purpose of collecting trash or cigarettes/cigar butts within the interior of the subject establishment.
41. Designated Driver Program. Prior to the utilization of this grant, the applicant shall establish a "Designated Driver Program" which shall include, but not be limited to, signs/cards notifying patrons of the program. The signs/cards shall be visible to the customer and posted or printed in prominent locations or areas. These may include signs/cards on each table, at the entrance, at the host station, in the waiting area, at the bars, or on the bathrooms, or a statement in the menus.
42. Any music, sound or noise including amplified or acoustic music which is under control of the applicant shall comply Sections 112.06 or 116.01 of the Los Angeles Municipal Code (Citywide Noise Ordinance). At any time, a City inspector may visit the site during operating hours to measure the noise levels. If, upon inspection, it is found that the noise level exceeds those allowed by the citywide noise regulation, the owner/operator will be notified and will be required to modify or, eliminate the source of the noise or retain an acoustical engineer to recommend, design and implement noise control measures within property such as, noise barriers, sound absorbers or buffer zones.
43. There shall be no Adult Entertainment of any type pursuant to LAMC Section 12.70.
44. Private Events. Any use of the restaurant for private events, including corporate events, birthday parties, anniversary parties, weddings or other private events which are not open to the general public, shall be subject to all the same provisions and hours of operation stated herein.
45. Prior to the utilization of this grant, the applicant shall submit the restaurant's menu to the case file to document that the premises shall be maintained as a bona fide restaurant with a kitchen to be used for cooking and preparing of food. Food service shall be available at all times during operating hours.
46. The establishment shall be maintained as a bona fide eating place (restaurant) with an operational kitchen and shall provide a full menu containing an assortment of foods normally offered in such restaurants. Food service shall be available at all times during operating hours. The establishment shall provide seating and dispense food and refreshments primarily for consumption on the premises and not solely for the purpose of food takeout or delivery.
47. No conditional use for dancing has been requested or approved herein. Dancing is prohibited.

48. There shall be no live entertainment or amplified music on the premises including but not limited to karaoke, disc jockey, topless entertainment, male or female performers or fashion shows. Any background music or other recorded ambient music shall not be audible beyond the area under the control of the applicant.
49. Entertainment in conjunction with the restaurant is limited to ambient music to compliment the dining experience, shall be limited to background music at a low volume such that it is not audible beyond the premises. Independent, professional or amateur disc jockeys are not allowed.
50. All entertainment shall be conducted within a wholly enclosed building; there shall be no live entertainment or dancing in the outdoor patio area at any time.
51. There shall be no speakers or amplified sound permitted in the outdoor dining area.

Administrative Conditions

52. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building & Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building & Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building & Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.
53. **Notations on Plans.** Plans submitted to the Department of Building & Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
54. **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 prior to clearance of any building permits, for placement in the subject file.
55. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
56. **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.
57. **Department of Building & Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building & Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building & Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

58. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
59. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.
60. **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 by this condition.