

## CONDITIONS OF APPROVAL

1. 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.
2. The use and development of the property shall be in substantial conformance with the plot plan and floor plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. 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.
4. 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.
5. 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 Department of City Planning and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.
6. 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 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 for inclusion in the case file.
7. Authorized herein is the sale and dispensing of a full line of alcoholic beverages for on-site consumption in conjunction with a new 3,171 square-foot restaurant, inclusive of 602 square feet of basement storage area, and an additional 731 square feet of uncovered on-site outdoor patio, all divided between three venues. Subject to the following limitations:
  - a. The restaurant's hours of operation shall be limited from 7:00 a.m. to 11 p.m., daily.

- b. Tenant 6A (872 square feet and 253 square-foot patio; 197 square-foot basement storage): Indoor seating shall be limited to a maximum of 46 seats. Outdoor seating on-site shall be limited to a maximum of 23 seats.
  - c. Tenant 6B (865 square feet and 243 square-foot patio; 197 square-foot basement storage): Indoor seating shall be limited to a maximum of 44 seats. Outdoor seating on-site shall be limited to a maximum of 26 seats.
  - d. Tenant 6C (831 square feet and 235 square-foot patio; 208 square-foot basement storage): Indoor seating shall be limited to a maximum of 38 seats. Outdoor seating on-site shall be limited to a maximum of 22 seats.
  - e. Maximum occupancy shall be determined by the Department of Building and Safety and/or Fire Department. The final number of seats and their location may be modified by said agency in order to provide accessibility and required clearances from existing structures.
8. After hour use shall be prohibited, except routine clean-up. This includes but is not limited to private or promotional events, special events, excluding any activities which are issued film permits by the City.
  9. The three venues (Tenants 6A, 6B, and 6C) authorized herein shall be operated and managed together as a single restaurant, with one business owner and operator.
  10. A camera surveillance system shall be installed and operating at all times to monitor the interior, entrance, exits and exterior areas, in front of and around the premises. Recordings shall be maintained for a minimum period of 30 days and are intended for use by the Los Angeles Police Department.
  11. **Complaint Log.** 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 cash registers.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.
  12. **STAR/LEAD/RBS Training.** Within the first six months of operation, 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 or the Responsible Beverage Service (RBS) Training Program. Upon completion of such training, the applicant shall request the Police Department or

Department of Alcohol Beverage Control to issue a letter identifying which employees completed the training. STAR or LEAD or RBS training shall be conducted for all new hires within three months of their employment.

13. An electronic age verification device shall be purchased and retained on the premises to determine the age of any individual 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.
14. Prior to the utilization of this grant, the applicant shall establish a "Free Designated Driver Program" which may include, but it is not limited to, free non-alcoholic beverages, such as water, coffee, tea or soft drinks offered to the designated driver of a group. The availability of this program shall be made known to the restaurant patrons either via signs/cards notifying patrons of the program, or printed on the menu. The signs/cards shall be visible to the customer and posted or printed in prominent locations or areas, such as tables, entrance(s), host station, waiting area, bars, or bathrooms.
15. 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.
16. Parking shall be provided in compliance with the Municipal Code and to the satisfaction of the Department of Building and Safety. No variance from the parking requirements has been requested or granted herein.
17. All employees arriving by private vehicle shall park on-site and not in the surrounding neighborhood.
18. Entertainment in conjunction with the restaurant is limited to ambient music to compliment the dining experience and shall be limited to background music at a low volume. Independent, professional or amateur disc jockeys are not allowed.
19. Ambient music is permitted in the outdoor dining area until 10 p.m. daily.
20. There shall be no live entertainment on the premises. There shall be no karaoke, disc jockey, topless entertainment, male or female performers or fashion shows.
21. There shall be no Adult Entertainment of any type pursuant to LAMC Section 12.70.
22. No conditional use for dancing has been requested or approved herein. Dancing is prohibited.
23. **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.

24. Any music, sound or noise which is under control of the applicant shall not violate Sections 112.06 or 116.01 of the Los Angeles Municipal Code (Citywide Noise Ordinance). At any time, a City representative 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.
25. Prior to the utilization of this grant, the applicant shall submit a Security Plan, reviewed and approved by the Los Angeles Police Department, for the presence of security guards on the premises in accordance with the restaurant's operational needs. The operator shall determine, as needed, when such a presence is necessary giving special consideration to weekday and weekend evenings and other dates when a large attendance of patrons is anticipated. A copy of this plan shall be submitted to the Department of City Planning's Development Services Center for retention in the administrative case file and a copy shall be made available to the Police Department and the Department of Building and Safety for the purpose of verification or inspections.
26. The applicant shall be responsible for maintaining the premises and adjoining sidewalk free of debris or litter.
27. 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.
28. 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.
29. The business operator shall attend periodic meetings with the LAPD, the Council Office, and community members to discuss ongoing operations and recent complaints in order to address issues. Records of each meeting shall be retained and provided at the request of a Building and Safety inspector or Planning Department staff person.

30. 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.
31. Prior to the utilization of this grant, the applicant shall submit the restaurant's menu(s) to document that the premises shall be maintained as a bona fide restaurant.
32. At no time shall any portion of the restaurant maintain any window, public doorway, or seating upon or fronting on Gardner Street.
33. Partitions separating booth/dining areas shall not exceed 54 inches in height. No obstructions shall be attached, fastened or connected to the booths/dining areas within the interior space of the facility that restrict, limit or obstruct the clear observation of the occupants.
34. No enclosed room, other than restrooms, intended for use by patrons or customers shall be permitted. No private dining room with a separate access door shall be permitted.
35. 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.
36. 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.
37. 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.

#### **ADMINISTRATIVE CONDITIONS**

38. **MViP – Monitoring Verification and Inspection Program.** Prior to the effectuation of this grant, fees required per L.A.M.C 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.
  - a. Within 24 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.

- b. The owner and 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
39. 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 including the conditions required herewith has been provided to the prospective owner/operator shall be submitted to the Department of City Planning 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 Department of City Planning within 30-days of the beginning day of his/her new operation of the establishment along with any proposed modifications to the existing floor plan, seating arrangement or number of seats of the new operation.
40. Should there be a change in the ownership and/or the operator of the business, the Zoning Administrator reserves the right to require that the new owner or operator file a Plan Approval application, if it is determined that the new operation is not in substantial conformance with the approved floor plan, or the operation has changed in mode or character from the original approval, or if documented evidence be submitted showing a continued violation(s) of any condition(s) of this grant resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties. The application, in association with the appropriate fees, and a 500-foot notification radius, shall be submitted to the Department of City Planning within 30 days of the date of legal acquisition by the new owner or operator. The purpose of the plan approval will be to review the operation of the premise and establish conditions applicable to the use as conducted by the new owner or operator, consistent with the intent of the Conditions of this grant. Upon this review, the Zoning Administrator may modify, add or delete conditions, and if warranted, reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.
41. **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 (b).
- (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 (b).
- (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 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**

- The quarterly gross sales of alcoholic beverages shall not exceed the quarterly gross sale of food. The business operator shall maintain records which reflect these numbers and make them available to the Police Department upon request.
- Alcohol may only be served to patrons who are seated at a table and only in conjunction with a food order. Patrons shall not be served while standing or while waiting to be seated.
- The sale of alcohol shall be incidental to the sale of food.
- All service of alcoholic beverages shall be conducted by a waitress or waiter or bartender.
- The sale of alcoholic beverages for consumption off the premises is prohibited.
- The off-site sale of alcoholic beverages as a secondary use (i.e., “take out”) is not permitted.
- No alcohol shall be allowed to be consumed on any adjacent property under the control of the applicant.
- No “Happy Hour” type of reduced-price alcoholic beverage or “2 for 1” promotion shall be allowed at any time. Discounted food promotions are encouraged.
- Fortified wine (greater than 16% alcohol) shall not be sold.
- There shall be no exterior advertising of any kind or type, including advertising directly to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages or signs which are clearly visible to the exterior shall constitute a violation of this condition.
- The alcoholic beverage license shall not be exchanged for a public premises type license nor operated as a public premises.



- No cocktail lounge shall be maintained on the premises separate from the dining area.
- There shall be no table-sized alcohol dispensers, mini kegs, buckets of beer, or other large volume containers.