

## CONDITIONS OF APPROVAL

Pursuant to LAMC Sections 12.22-A,31, and 16.05, 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 submitted by the applicant, stamped "Exhibit A," and attached to the subject case file. Minor deviations may be allowed in order to comply with the provisions of the LAMC or the project conditions. Changes beyond minor deviations required by other City Departments or the LAMC may not be made without prior review by the Department of City Planning, Expedited Processing Section, and written approval by the Director of City Planning. Each change shall be identified and justified in writing.
2. **On-site Restricted Affordable Units.** 27 units, or equal to 10 percent of the total number of dwelling units, shall be designated for Extremely Low Income Households, as defined by the Los Angeles Housing and Community Investment Department (HCIDLA) and California Government Code Section 65915(c)(2).
3. **Changes in On-site 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,31.
4. **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 10 percent of the total number of dwelling units available to Extremely Low Income Households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years. In the event the applicant reduces the proposed density of the project, the number of required set-aside affordable units may be adjusted, consistent with the Transit Oriented Communities Guidelines, to the satisfaction of HCIDLA, and in consideration of the project's Housing Crisis Act of 2019 (SB 330) Replacement Unit Determination. 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. Additionally, the project shall comply with any other requirements stated in project's Housing Crisis Act of 2019 (SB 330) Replacement Unit Determination Letter, dated April 1, 2020, including but not limited to replacement unit requirements and requirements regarding relocation, right of return, and right to remain for occupants of protected units.
5. **Base Incentives.**
  - a. **Residential Density.** The project shall be limited to a maximum density of 264 residential dwelling units, (equal to a maximum density increase of 70 percent), including On-Site Restricted Affordable Units.
  - b. **Floor Area Ratio (FAR).** The project shall be permitted a maximum FAR of 4.56:1 (utilizing FAR averaging) for a Tier 3 project in the C2-1 and C2-2 zones.
  - c. **Parking.**

- i. **Automotive Parking.** Automobile parking shall be provided consistent with the Transit Oriented Communities Guidelines under LAMC Section 12.22-A,31. The proposed development, a Tier 3 project, shall not be required to exceed 0.5 automobile parking spaces per dwelling unit. Up to a 30 percent reduction in nonresidential parking shall be permitted. A greater number of parking spaces may be provided at the applicant's discretion.
- ii. **Bicycle parking.** Bicycle parking shall be provided consistent with LAMC 12.21-A,16. In the event that the number of On-Site Restricted Affordable Units should increase or the composition of such units should change, then no modification of this determination shall be necessary and the number of bicycle parking spaces shall be re-calculated consistent with LAMC Section 12.21-A,16.
- iii. **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), 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 LAMC Section 12.22-A,25.
- iv. **Unbundling.** Required parking may be sold or rented separately from the units, with the exception of all Restricted Affordable Units which shall include any required parking in the base rent or sales price, as verified by HCIDLA.

## 6. **Additional Incentives.**

- a. **Yard/Setback.** The project shall be permitted to utilize the rear yard setback requirements of the RAS3 Zone for a project in a commercial zone.
- b. **Open Space.** The project shall be permitted up to a maximum 25 percent reduction in required open space.
- c. **Averaging of Floor Area Ratio (FAR).** The project shall be permitted a maximum FAR of 4.56:1 (utilizing FAR averaging) for a Tier 3 project in the C2-1 and C2-2 zones.

## **Design Conformance Conditions**

7. **Landscaping.** All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning. The landscape plan shall indicate landscape points for the project equivalent to 10 percent more than otherwise required by LAMC 12.40 and Landscape Ordinance Guidelines.
8. **Entrances.** The pedestrian entrances to the residential lobbies on 8<sup>th</sup> Street and Park View Street shall be recessed as shown in "Exhibit A."
9. **Window Treatments.** Architectural window framing elements that project or recess shall be at a minimum of 3-inches from the exterior façade on 75 percent of the windows of each

elevation of the structure. The architectural window framing element projection or recess may exceed the 3-inch minimum as permitted by the LAMC.

10. **Building Materials.** Each façade of the building shall incorporate a minimum of three (3) different building materials. Windows, doors, balcony/deck railings, and fixtures (such as lighting, signs, etc.) shall not count towards this requirement.
11. **Signage.** The project shall comply with all signage requirements of the LAMC as well as the Design Guidelines of the Westlake Redevelopment Project Area. No signage approvals have been granted herein.

### Site Plan Review Conditions

12. **Parking.** With the exception of vehicle and pedestrian entrances and/or fresh air intake grilles, all vehicle parking shall be completely enclosed along all sides of the building.
13. **Parking / Driveway Plan.** Prior to the issuance of any building permit, the applicant shall submit a parking and driveway plan to the Department of Transportation for approval.
14. **Loading Area.** The project's loading area may be accessed from 8<sup>th</sup> Street in lieu of the adjacent alley otherwise required pursuant to LAMC Section 12.21 C.6.
15. **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 skies.
16. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view. The transformer, if located in the front yard, shall be screened with landscaping consistent with LADWP access requirements.
17. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, walkways, common open space, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
18. **Trash.** All trash collection and storage areas shall be located on-site and not visible from the public right-of-way.
19. **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.

### Administrative Conditions

20. **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.
21. **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.

22. **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.
23. **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.
24. **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 LAMC, 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.
25. **Department of Water and Power.** Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Rules Governing Water and Electric Service. Any corrections and/or modifications to plans made subsequent to this determination in order to accommodate changes to the project due to the under-grounding of utility lines, that are outside of substantial compliance or that affect any part of the exterior design or appearance of the project as approved by the Director, 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.
26. **Department of Transportation and LAUSD's Transportation Branch.** A construction work site traffic control plan shall be submitted to the Department of Transportation's Citywide Temporary Traffic Control Office and LAUSD's Transportation Branch for review and approval prior to the start of any construction work. The plan should show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties.
27. **Enforcement.** Compliance with and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
28. **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.
29. **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.
30. **Expedited Processing Section Fee.** 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.

**31. 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, 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.