

CONDITIONS OF APPROVAL

(As modified by the Planning and Land Use Management Committee at its meeting of August 2, 2022)

1. **Site Development.** Except as modified herein, the proposed Sign shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped "Exhibit A", dated February 14, 2022, and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Major Projects Division, 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 provisions of the Municipal Code, the project conditions, or the project permit authorization.
2. For the purposes of these Modification for Sign Approval conditions and findings, the "Sign" or the "proposed Sign" shall be in reference to the combined Signs A9 and A10, as depicted on Exhibit A.
3. **Concurrent Specific Plan Amendment.** Signage permitted pursuant to this grant shall comply with the provisions of the LASED Specific Plan, inclusive of requirements set forth in Section 16, Signage, as may be amended pursuant to Case No. CPC-2018-6693-GPA-SP-SPP. If the concurrent Specific Plan Amendment requested pursuant to Case No. 2018-6693-GPA-SP-SPP is not approved, this may necessitate a further Project Permit Modification, Adjustment, Exception, or other discretionary action under the Specific Plan.
4. **Sign Type.** The Sign shall be an internally illuminated, 4,205 square foot, Electronic Message Display Sign with a high-resolution LED changeable message unit. The sign shall be as shown on Exhibit A.
5. **Illumination & Sign Hours of Operation.** The Sign shall be illuminated internally utilizing high-resolution LED technology. The Sign shall be designed and screened so as to limit direct light sources onto any residential units that are located outside of the LASED Specific Plan area. Pursuant to Section 16, Table 5 of the LASED Specific Plan, the proposed Sign shall be limited to the operating hours of dawn to 2:00 a.m.
6. **Sign Area & Size.** The Sign shall be a maximum total of 4,205 square feet (2,574 square feet on the Sign A10 portion and 1,631 square feet on the Sign A9 portion). The area of the sign encompassing the Sign A10 portion shall be limited to a maximum length of 88 feet and a maximum height of 29 feet and three inches. The area of the Sign encompassing the Sign A9 portion shall be limited to a maximum length of 55 feet and 9 inches and a maximum height of 29 feet and three inches.
7. **Sign Height & Placement.** The Sign height and placement shall be consistent with Exhibit A. The Sign shall be located 21 feet and 9 inches from the existing sidewalk grade to the bottom of the sign. The top of the Sign shall not exceed a height of 51 feet from the existing sidewalk grade. The Sign shall be located on the northeast corner of Building A at the intersection of Figueroa Street and Olympic Boulevard within the Los Angeles Sports and Entertainment District (LASED) Specific Plan.
8. **Sign District & Vertical Sign Zone.** The Sign shall be located in Sign District B, Level 1, a Vertical Sign Zone defined as 0 foot to 35 feet above grade, and Level 2, a Vertical Sign Zone defined as 35 feet to 100 feet above grade.
9. **Animation.** The sign shall be an animated Sign.

10. **Prohibited Lighting Devices.** No spotlights, searchlights, sky-tracker lights or other similar lighting devices are approved or authorized by this determination.
11. **Additional Signage.** There shall be no additional signs installed on the subject structures except as approved in previous and subsequent City Planning approvals or sign-offs.
12. **Electronic Message Display.** The electronic message display shall have a nighttime brightness of no greater than 600 candelas per square meter and a daytime brightness no greater than 5,000 candelas per square meter. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning at 45 minutes prior to sunset and concluding 45 minutes after sunset. At sunrise the display may be illuminated at a brightness no greater than 2,900 candelas per square meter, transitioning smoothly at a consistent rate for 45 minutes up to the maximum permitted daytime brightness.
13. **Mountings.** All mounting procedures shall be to the satisfaction of the Department of Building and Safety.

A. Administrative Conditions

1. **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 Planning Department for placement in the subject file.
2. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
3. **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 Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
4. **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.
5. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
6. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.

7. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision-making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
8. **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 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.