

CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on May 12, 2022)

Pursuant to Sections 12.22-A.25 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

Development Conditions:

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the architectural plans, renderings, and materials submitted by the Applicant, dated January 12, 2022, 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. **Residential Density.** The project shall be limited to a maximum density of 109 dwelling units.
3. **Affordable Units.**
 - a. A minimum of 14 dwelling units, or 15% of the base dwelling units, shall be reserved for Very Low Income Households, as defined by Government Code Section 65915(C)(2).
 - b. **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.
4. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing Department (LAHD) to make 15% of the site's base density units available to Very Low Income Households for sale or rental as determined to be affordable to such households by LAHD for a period of 55 years. Enforcement of the terms of said covenant shall be the responsibility of LAHD. 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 LAHD. Refer to the Density Bonus Legislation Background section of this determination.
5. **Incentives.**
 - a. **Floor Area Ratio, and Density Averaging and Vehicular Access.** The project shall be permitted vehicular access the entire site.
 - b. **FAR.** The project shall be permitted a maximum FAR of 3:1.
6. **Open Space.**
 - a. **Open Space.** The project shall be permitted a 22 percent reduction in open space.
7. **Parking.**

- a. Residential parking shall be provided in compliance with California Government Code Section 65915, the project would be required to provide 0.5 automobile parking spaces per dwelling unit. Commercial parking shall be in conformance 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.
- b. **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 LAHD.
- c. **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.
- d. **Bicycle Parking.** Bicycle parking shall be provided in compliance with the Los Angeles Municipal Code, Section 12.21-A,16 and to the satisfaction of the Department of Building and Safety.
- e. Floor to floor heights shall be a minimum of 11 feet. The project is permitted an increase of one foot in height to accommodate the required floor to floor heights of 11 feet for all levels of above grade parking.

Site Plan Review

8. Landscaping.

- a. All open areas not used for buildings, driveways, parking areas, or recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape development plan and an automatic irrigation plan, prepared by a licensed Landscape Architect and to the satisfaction of the decision maker.
- b. All planters containing trees shall have a minimum depth of 48 inches (48")

9. Solar Panels. The project shall comply with Sections 99.05.211.1 and 99.04.211.1 of the LAMC.

10. Electric Vehicle Parking.

- a. 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 the LAMC.

In addition to those EVCS parking spaces required in Sections 99.04.106 and 99.05.106 of the LAMC, all parking provided in excess of the minimum required shall be EVCS.

- b. The project shall include an additional 110 parking spaces capable of supporting future electric vehicle supply equipment (EVSE) such as the required conduit.

11. **Lighting.**
 - a. 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.
 - b. The project shall utilize screening methods that achieve an average opacity of 60 percent to prevent light and glare spillover.
12. **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.
13. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view.
14. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, sidewalks, yard areas, parkways, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.

Administrative Conditions

15. **Approvals, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews 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.
16. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
17. **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.
18. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
19. **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.
20. **Building Plans.** 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 Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
21. **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 City 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.

22. **Expedited Processing Section.** 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.

23. **Indemnification and Reimbursement of Litigation Costs.**

Applicant shall do all of the following:

- a. 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.
- b. 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.
- c. 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).
- d. 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).
- e. 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.