

## CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on April 14, 2022)

Pursuant to Sections 16.05, 12.28, and 12.24 of the LAMC, the following conditions are hereby imposed upon the use of the project site:

### A. Development Conditions

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", dated August 5, 2021, except as may be revised as a result of this action.
  - a. The applicant shall submit a revised Exhibit A which includes a maximum of 125 guest rooms for the proposed Hotel, to the satisfaction of Los Angeles City Planning (LACP), Expedited Processing Section. Revised Plans shall be stamped upon approval by LACP staff.
2. **Use.** The Project shall be limited to a seven story, 88-foot-high mixed-use hotel building with 125 hotel guest rooms and 8,900 square feet of restaurant and retail uses.
3. **Height.** The height of the proposed project shall not exceed 88 feet and seven (7) stories. Any structures on the roof, such as air condition units and other equipment, shall be
4. **Floor Area Ratio (FAR).** The proposed D limitation will allow a maximum total floor area of approximately 108,391 square-feet (4:35:1 FAR) for the project site, in lieu of 6:1 FAR otherwise permitted in Height District 2.
5. **Parking.** Parking must meet requirements pursuant to LAMC Section 12.21 A.4.
6. **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. Bicycle Parking. On-site bicycle parking shall be provided in accordance with LAMC Sections 12.21 A.16(a)(1)(i) and 12.21 A.16(a)(2).

### B. Site Plan Review Conditions

7. **Pedestrian access.** Pedestrian access shall be provided along Lankershim Boulevard
8. **Sustainability.**
  - 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.
  - b. Prior to the issuance of the Certificate of Occupancy, the applicant shall install solar panels on fifteen percent of the rooftop space and comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
9. **Landscaping.** 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.

10. **Trees.** Except as additionally conditioned herein, a submitted landscape plan shall be reviewed to be in substantial conformance with Exhibit "A." Proposed trees shall have a minimum trunk diameter of two inches and a height of eight feet at the time of planting.
11. **Western and Northern Façade (Adjoining Residential Uses).** On any interior property line which separates the proposed mixed-use building from an abutting residential zone or use, a minimum 6-foot decorative masonry wall shall be provided.
12. **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.
13. **Signage.** On-site signs shall be limited to the maximum allowable under the Los Angeles Municipal Code and shall be in substantial conformance with those shown in Exhibit A, which shall be of an identifying nature only, shall not be of a flashing or animated type, and shall be arranged and located so as not to be a distraction to adjacent residential zones or uses.
14. **Exterior or Roof Structures.** Any structures on the roof, such as air conditioning units and other mechanical equipment, shall be fully screened (with such screening material incorporated in the design of the project) from view from any abutting properties and set back as far as possible from residential property lines and sound proofed.
15. **Construction.**
  - a. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. On-site power generators shall either be plug-in electric or solar powered to the extent feasible.
  - b. Notwithstanding the provisions of LAMC Section 14.4.17, no signs shall be permitted on construction fencing except for those signs required by the Department of Building and Safety or other Department, Bureau, or Agency.
16. **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.
17. **Trash Collection and Deliveries (Vehicle Loading and Unloading).** Trash pick-up, compacting, loading and unloading and receiving deliveries shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No trash collection or deliveries shall occur on Sunday. All deliveries shall occur so as not to be visible from adjacent residential properties.

**C. Administrative Conditions**

18. **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.

19. **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.
20. **Notations on Plans.** Plans submitted to the Department of Building and 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.
21. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and 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 and 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.
22. **Code Compliance.** All area, height and use regulations of the zone classification of the project site shall be complied with, except wherein these conditions explicitly allow otherwise.
23. **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.
24. **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.
25. **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.
26. **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.
27. **Community Meeting Room.** Prior to the issuance of the Certificate of Occupancy, the owner shall provide proof that the Neighborhood Council has received notice of the availability of the meeting room and the process by which the community organization can request use of the space. The meeting room shall be a flexible area located on the second level of the project, as depicted in Exhibit A, and shall be made available to local community organizations within the North Hollywood – Valley Village Community Plan Area when not required for use by the owner or hotel guests. The owner shall make good faith and reasonable efforts to make the community meeting room available for use and

shall not profit from the use of the space by non-profit community organizations. The owner shall provide semi-annual notice to the local Neighborhood Council as to the potential availability of the community meeting room. The owner shall establish a goal of a minimum of 12 community events, annually.

28. **Transportation Demand Management Program.** The applicant shall comply with the Los Angeles Municipal Code Section 12.26 subsection J, also known as the Transportation Demand Management (TDM) Program, once adopted. In addition, the following shall be implemented:
- a. The project shall join the Metro Bike Friendly Business Program.
  - b. The project shall include an operating transit service for the hotel such as a shuttle, micro-transit service, or other similar transit service.
  - c. Employees and guests of the hotel shall be provided with transit subsidies including Metro TAP cards and/or other transit vouchers.

29. **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.

**A. Conditional Use Permit Conditions for Alcohol**

30. 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.
31. 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.
32. 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 Zoning Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
33. 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.
34. 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.
35. Prior to the effectuation 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 Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file.

36. Authorized herein is the sale of a full line of alcoholic beverages for on-site consumption in conjunction with an 108,391 square-foot hotel: inclusive of 1) a ground floor restaurant extending to the second floor and with an outdoor dining area in the first floor for a total of 5,200 square feet with a 350 square-foot uncovered outdoor patio in the public right-of-way, and a 2) a 2,200 square foot restaurant on the seventh floor. The grant shall be subject to the following limitations:
- a. The hours of operation shall be limited to 6:00 a.m. to 2:00 a.m., daily.
  - b. Indoor seating for the ground floor restaurant shall be limited to a maximum of 202 seats (1<sup>st</sup> floor up to 110 seats and 2<sup>nd</sup> floor up to 92 seats). The number of seats shall not exceed the maximum allowable occupant load as determined by the Department of Building and Safety.
  - c. Indoor seating for the 7<sup>th</sup> floor restaurant shall be limited to a maximum of - 98 seats. The number of seats shall not exceed the maximum allowable occupant load as determined by the Department of Building and Safety.
  - d. (Public Right-of-Way) Outdoor seating in the public right-of-way shall be limited to a maximum of 24 seats. A Revocable Permit from the Bureau of Engineering, Department of Public Works is required for the outdoor dining located in the public right-of-way. 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. A copy of the approved Revocable Permit, including a plot plan and any conditions thereto, shall be provided to the Department of City Planning prior to placing any seating in the public right of way as permitted by this grant.
37. 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.
38. **Surveillance.** 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.
39. **Safety Illumination.** All exterior portions of the site shall be adequately illuminated in the evening so as to make discernible the faces and clothing of persons utilizing the space. Lighting shall be directed onto the site without being disruptive to persons on adjacent properties.
40. **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 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.

41. **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.
42. **Loitering.** 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.
43. **Dancing.** There shall be no dancing permitted in the premises at any time unless an application pursuant to Section 12.24 W,18(a) is filed, and a public hearing is held.
44. **Amplified Music.** Amplified recorded music shall not be audible beyond the area under the control of the individual venue shall not exceed decibel levels that are stated in the City's Noise Ordinance.
45. **Electronic Age Verification Device.** 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.
46. **Smoking.** 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.
  - a. 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.

**B. Administrative Conditions**

47. **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.
48. **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.
49. **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.

50. **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.
51. **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.
52. **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.
53. **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.
54. **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.
55. **MViP – Monitoring Verification and Inspection Program.** Prior to the effectuation of this grant, fees required per LAMC 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 12 to 18 months from the beginning of operations or issuance of a Certificate of Occupancy, a City inspector will conduct a site visit to assess the 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/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.
56. **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 (ii).
- 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 (ii).
- 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.