

CONDITIONS OF APPROVAL

Site Plan Review Conditions

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plans submitted with the application and marked Exhibit A, dated January 25, 2023. No change to the plans will be made without prior review by the Department of City Planning, Major Projects Section, 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 the provisions of the Municipal Code or the project conditions. The project shall be in substantial conformance with the following description:

The development of a new five-story approximately 334,517 square-foot office building with a height of 71 feet to the top of the roof, and a three-level subterranean garage.

2. **Development Services Center.** Prior to sign-off on building permits by the Department of City Planning's Development Services Center for the project, the Department of City Planning's Major Projects Section shall confirm, via signature on the plans, that the project's building plans substantially conform to the conceptual plans stamped as Exhibit A, dated January 25, 2023.

Note to Development Services Center: The plans presented to, and approved, included specific architectural details that were significant to the approval of the project. Plans submitted at plan check for condition clearance shall include a signature and date from Major Projects Section planning staff to ensure plans are consistent with those approved by the decision-maker.

3. **Electric Vehicle Parking.** All vehicular parking shall provide electric vehicle charging spaces and electric vehicle charging stations in compliance with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.
4. **Landscaping.** Prior to the issuance of a building permit, a landscape and irrigation plan prepared in accordance with LAMC Sections 12.40 through 12.43 and shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A, dated January 25, 2023. Minor deviations from the requirements provided below may be permitted by the Department of City Planning to permit the existing landscaping conditions provided that the plantings are well established and in good condition.
5. **Trees.** The Applicant shall provide a minimum of 42 trees on-site and/or in the parkway, in substantial conformance with the landscape plan stamped Exhibit A, dated January 25, 2023 and to the satisfaction of Urban Forestry.

- a. **Tree Wells.**

- i. The minimum depth of tree wells shall be as follows:
 1. Minimum depth for trees shall be 42 inches.
 2. Minimum depth for shrubs shall be 30 inches.
 3. Minimum depth for herbaceous plantings and ground cover shall be 18 inches.

4. Minimum depth for an extensive green roof shall be three inches.
- ii. The minimum amount of soil volume for tree wells shall be based on the size of the tree at maturity as follows:
 1. 220 cubic feet for a tree 15-19 feet tall at maturity.
 2. 400 cubic feet for a tree 20-24 feet tall at maturity.
 3. 620 cubic feet for a tree 25-29 feet tall at maturity.
 4. 900 cubic feet for a tree 30-34 feet tall at maturity.

Any trees that are planted on any podium or deck shall be planted in a minimum three-foot planter.

6. **Construction Signage.** There shall be no off-site commercial signage on construction fencing during construction.
7. **Glare.** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.
8. **Reflectivity.** Glass used in building façades shall be non-reflective or treated with a non-reflective coating in order to minimize glare from reflected sunlight.
9. **Stormwater/Irrigation.** The project shall implement on-site stormwater infiltration as feasible based on the site soils conditions, the geotechnical recommendations, and the City of Los Angeles Department of Building and Safety Guidelines for Storm Water Infiltration. If on-site infiltration is deemed infeasible, the project shall analyze the potential for stormwater capture and reuse for irrigation purposes based on the City Low Impact Development (LID) guidelines.
10. **Mechanical Equipment.** All mechanical equipment shall be fully screened from view of any abutting properties and the public right-of-way.
11. **Trash/Storage.** All trash collecting and storage areas shall be located on-site and not visible from the public right-of-way. Trash receptacles shall be enclosed and/or covered at all times. Trash/recycling containers shall be locked when not in use.
12. **Utilities.** All utilities shall be fully screened from view of any abutting properties and the public right-of-way.
13. **Venice Boulevard Streetscape Improvements.** The Applicant shall improve the public right-of-way streetscape along Venice Boulevard and National Boulevard adjacent to the Project in substantial conformance with the plans marked Exhibit A, dated January 25, 2023, including but not limited to street trees and landscaping, subject to approval by Bureau of Engineering and the Urban Forestry Division. Bureau of Engineering and Urban Forestry Division may require alternative right of way improvements to the satisfaction of those departments which would satisfy this condition.
14. **Pedestrian Crosswalk.** A pedestrian crosswalk shall be installed along the full length of all Project driveways that are provided along the Project Site's frontage on Venice Boulevard. The pedestrian crosswalk shall be designed with decorative paving or as a

striped continental crosswalk, and shall be improved as a raised speed table to provide a zero-curb walkway, to the satisfaction of the Department of City Planning.

15. **Transportation Improvements.** The Project shall comply with the Non-CEQA related requirements and considerations set forth in the Los Angeles Department of Transportation memo dated July 15, 2022 (Exhibit E) to the satisfaction of the Department of Transportation.
16. **Venice Boulevard Driveway.** In accordance with the West Adams – Baldwin Hills – Leimert CPIO Section VI-2.E.2(f), driveway widths shall not exceed 30 feet, or the minimum allowed by the Los Angeles Department of Transportation, whichever is less.
17. **Concurrent CPIO and Specific Plan Amendment.** Development permitted pursuant to this grant shall comply with the provisions of the West Adams – Baldwin Hills – Leimert CPIO and Exposition Corridor TNP, as may be amended pursuant to Case No. CPC-2021-9506-CPIO-SP-SPR-WDI. If the concurrent CPIO or SP Amendment requested pursuant to Case No. CPC-2021-9506-CPIO-SP-SPR-WDI is not approved, this may necessitate a further discretionary action.

Waiver of Dedication and Improvements

Pursuant to Section 12.37-I of the LAMC, the following conditions are hereby imposed upon the use of the subject property:

18. Waiver of Dedication and Improvements

- a. No dedication shall be required along the Project Site's frontage on the east side of National Boulevard within the City of Los Angeles.
- b. All other dedication and/or improvement requirements along Venice Boulevard and National Boulevard fronting the Project Site shall be provided in accordance with LAMC 12.37 and the Mobility Plan 2035 street standards to the satisfaction of the City Engineer, including:
 - (i) Maintain 15'X15' corner-cut dedication at intersection of Venice Boulevard and National Boulevard.
 - (ii) Department of Transportation (LADOT) approval is required for the proposed passenger drop off zone along Venice Blvd. The scope of this improvement needs to process under B- and R-permit.
 - (iii) Remove and replace entire sidewalk along Venice Boulevard and National Boulevard (lots 3 and 4) frontage of the property.
 - (iv) Remove non-standard encroachment items non-standard tree wells, sprinklers, and disable ramp with stairs that encroaches into the public right-of-way along Venice Boulevard frontage of the lot or apply for a Revocable Permit.
 - (v) Remove non-standard encroachment items (non-standard fence, paving, stairs, fire department connection, PIV, etc.) from the dedication area or apply for Revocable Permit.
 - (vi) For any scope of work around street tree and/or pruning or removal of tree frontage of property contact Urban Forestry at bss.urbanforestry@lacity.org
 - (vii) Department of Transportation (LADOT) approval is required for construction of driveway approaches are proposed along a major street. If

- the proposed driveway is shared with the neighbor's, the shared driveway consent form shall be signed and notarized by both neighbors.
- (viii) The Applicant shall provide a six-foot easement along the Project frontage on National Boulevard.

Environmental Conditions

19. **Mitigation Monitoring and Reporting Program.** The Project shall comply with the Mitigation Measures set forth in the Mitigation Monitoring and Reporting Program, adopted by the City of Culver City on December 5, 2022 and attached as Exhibit B, for which the City or any City department is identified as a Monitoring Party, as may be amended by the City of Culver City.
20. **Construction Monitor.** During the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of PDFs and MMs for which the City or any City department is identified as a Monitoring Party during construction activities consistent with the monitoring phase and frequency set forth in the MMP.

The Construction Monitor shall also prepare documentation of the Applicant's compliance with the PDFs and MMs during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Compliance Report. The Construction Monitor shall be obligated to immediately report to the Enforcement Agency any non-compliance with the MMs and PDFs within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of notification to the Applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

21. **Substantial Conformance and Modification.** After review and approval of the final MMP by the Lead Agency and Responsible Agency, minor changes and modifications to the MMP are permitted, but can only be made subject to City approval. The Lead Agency, in conjunction with any appropriate agencies including Responsible Agencies or departments, will determine the adequacy of any proposed change or modification. This flexibility is necessary in light of the nature of the MMP and the need to protect the environment. No changes will be permitted unless the MMP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

The Project shall be in substantial conformance with the PDFs and MMs contained in this MMP as confirmed by the City of Culver City and-or the City of Los Angeles accordingly based on the enforcement agency identified in the MMP. The enforcing departments or agencies may determine substantial conformance with PDFs and MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a PDF or MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the PDFs or MMs. Any addendum or subsequent CEQA clearance shall explain why the PDF or MM is no longer needed, not feasible, or the other basis for modifying or deleting the PDF or MM, and that the modification will not result in a new significant impact

consistent with the requirements of CEQA. Under this process, the modification or deletion of a PDF or MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the PDF or MM results in a substantial change to the Project or the non-environmental conditions of approval.

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 any subsequent pages that include grants, and all of the conditions of approval shall be printed on the building plans submitted to the Department of City Planning 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.