

## **CONDITIONS OF APPROVAL**

(As modified by the City Planning Commission on October 10, 2019)

Pursuant to Sections 12.22-A.25, 12.24-W.52, and 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

1. 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.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. 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 Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. 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.
5. 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.
6. Prior to the issuance of a building permit, the Applicant shall obtain approval from the Community Redevelopment Agency of the City of Los Angeles (CRA/LA) or the Department of City Planning, as the successor to the Community Redevelopment Agency, as approved by Ordinance 186,325.
7. Walk-in closets shall not be converted into additional habitable rooms. The project shall comply with the applicable provisions of the North University Park – Exposition Park – West Adams Neighborhood Stabilization Overlay Zone at all times.
8. The total area of signage pertaining to the prospective rental or sale of the property shall not exceed 12 square feet on any lot, as provided in Section 12.21-A,7 of the Los Angeles Municipal Code.
9. Fences and walls, inclusive of storm water planter boxes, shall not exceed a height of 3 feet 6 inches within the required front yard, as provided in Section 12.22-C,20 of the Los Angeles Municipal Code. Over-in-height hedges shall constitute a violation of this regulation.
10. The rooftop amenity spaces are limited to the following hours: 7:00 a.m. to 10:00 p.m., Sunday through Thursday and 7:00 a.m. to 12:00 midnight, Friday and Saturday.

**DENSITY BONUS (Condition Nos. 9 - 14)**

11. **Residential Density.** The project shall be limited to a maximum density of 102 residential units including Density Bonus Units.
12. **Affordable Units.** (a) A minimum of 6% of the site's base number of units shall be reserved as affordable units for Very Low Income Households, as defined by the State Density Bonus Law 65915(C)(2). (b) In addition to the affordable units required under the Density Bonus program, the project shall also provide an additional 2 units for Workforce Housing occupancy pursuant to HCIDLA Land Use Rent Income Schedule 1, which shall be provided as 3 bedroom units to be located adjacent to one another at the project's ground floor level, as identified in Exhibit A.
13. **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 L.A.M.C. Section 12.22-A,25.
14. **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 6% 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 HCIDLA for a period of 55 years. 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, except the project's two (2) Workforce Housing occupancy units shall be provided as adjacent 3 bedroom units as stated above, and therefore shall not be subject to any conflicting design, proportionality, or dispersion requirements of the Guidelines for the Affordable Housing Incentives Program or any other city policy or practice. Refer to the Density Bonus Legislation Background section of this determination.
15. **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), or the applicant selects another Parking Option (including Bicycle Parking Ordinance) 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 L.A.M.C. Section 12.22-A,25.
16. **Density Bonus Waivers/Incentives.**
  - a. **Setback (Rear Yard).** The building shall be permitted a 20 percent decrease in the required rear yard to allow 12 feet in lieu of the minimum 15 feet required in the RD1.5-1-O Zone.

**SITE PLAN REVIEW (Condition Nos. 15 - 20)**

17. Approved herein is the construction, use and maintenance of seven buildings containing a maximum combined floor area of 185,985 square feet, mixed-use building with maximum height of 45 feet above grade, containing a maximum of 102 residential units.
18. **Electric Vehicle Parking.** The project shall include at least 20 percent of the total provided parking spaces capable of supporting future electric vehicle supply equipment (EVSE). Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating ampacity. Of the twenty percent EV Ready parking, five (5) percent of the total provided parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the application of either the required 20 percent or five percent results in a fractional space, round up to the next whole number. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.
19. **Solar Panels.** Solar panels shall be installed on the project's rooftop space to be connected to the building's electrical system. A minimum 15% of the roof area shall be reserved for the installation of a solar photovoltaic system, to be installed prior to the issuance of a certificate of occupancy, in substantial conformance with the plans stamped "Exhibit A".
20. **Landscape Plan.**
  - a. All planters containing trees shall have a minimum depth of 48 inches (48"), including those located on the rooftop and at the ground level.
  - b. 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.
21. **Trash and Recycling.**
  - a. All trash collection and storage areas shall be located on-site and shall not be visible from the public right-of-way.
  - b. Trash receptacles shall be stored in a fully enclosed building or structure, constructed with a solid roof, at all times.
  - c. Trash/recycling containers shall be locked when not in use.
22. **Rooftop Equipment.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties and the public.

right-of-way. All screening shall be setback at least five (5) feet from the edge of the building.

#### **ADMINISTRATIVE CONDITIONS**

23. Prior to the issuance of any permits relative to this matter, 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 Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.
24. 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.
25. **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, 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 (b).
- (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 (b).
- (v) If the City determines it necessary to protect the City's interests, 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, commission, 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.