

## CONDITIONS OF APPROVAL

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:

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped Exhibit "A" and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Central Project Planning 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 the provisions of the Los Angeles Municipal Code or the project conditions.
2. **Residential Density.** The project shall be limited to a maximum density of 26 residential dwelling units.
3. **On-site Restricted Affordable Units.** 20 units shall be reserved for Low Income Households and five (5) units shall be reserved for Moderate Income Households, as defined by the California Government Code Section 65915 and by the Los Angeles Housing Department (LAHD). In the event the SB 8 Replacement Unit condition requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.
4. **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 LACM Sections 12.22 A.25 and State Density Bonus Law (Government Code Section 65915).
5. **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 20 units available to Low Income Households and five (5) units available to Moderate Income Households, equal to 100 percent of the project's total proposed residential density allowed, for sale or rental as determined to be affordable to such households by LAHD for a period of 55 years. In the event the applicant reduces the proposed density of the project, the number of required reserved on-site Restricted Units may be adjusted, consistent with LAMC Section 12.22 A.25, to the satisfaction of LAHD, and in consideration of the project's Replacement Unit Determination. 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.
6. **SB 8 Replacement Units (Government Code Section 66300).** The project shall be required to comply with the Replacement Unit Determination (RUD) letter, dated May 17, 2023, to the satisfaction of LAHD. The most restrictive affordability levels shall be followed in the covenant.
7. **Rent Stabilization Ordinance (RSO).** Prior to the issuance of a Certificate of Occupancy, the owner shall obtain approval from LAHD regarding replacement of affordable units, provision of RSO Units, and qualification for the Exemption from the Rent Stabilization Ordinance with Replacement Affordable Units in compliance with Ordinance No. 184,873. In order for all the new units to be exempt from the Rent Stabilization Ordinance, the applicant will need to either

replace all withdrawn RSO Units with affordable units on a one-for-one basis or provide at least 20 percent of the total number of newly constructed rental units as affordable, whichever results in the greater number. The executed and recorded covenant and agreement submitted and approved by LAHD shall be provided to City Planning for inclusion in the case file.

## 8. **Density Bonus Incentives**

- a. **Floor Area Ratio.** The project shall not exceed a Floor Area Ratio (FAR) of 1.995:1.
- b. **Building Height.** The project shall be limited to a maximum building height of 44 feet and four stories. Up to 10 additional feet in height may be permitted for mechanical equipment, stairways, elevator towers, etc. per LAMC Section 12.21.1 B.3, and to the satisfaction of the Los Angeles Department of Building and Safety.
- c. **Open Space.** A minimum of zero (0) square feet of open space shall be permitted in lieu of the minimum 2,725 square feet otherwise required.
- d. **Side Yard Setback.** The project shall provide a minimum 5-foot northerly side yard setback.
- e. **Bicycle Parking.** Zero (0) bicycle parking is required.

## 9. **Waivers of Development Standards:**

- a. **Side Yard Setback.** The project shall provide a minimum 5-foot southerly side yard setback.
- b. **Front Yard Setback.** The project shall provide a minimum 10-foot westerly front yard setback and shall observe a 10-foot Building Line, in lieu of the required 15 feet.
- c. **Encroachment Plane.** The project's height is permitted to encroach into the Encroachment Plane requirement pursuant to LAMC 12.08.C.5.
- d. **Side Wall Plane Break.** The project is permitted to encroach upon the R1 Zone Side Wall Plane Break requirement pursuant to LAMC Section 12.08.2.
- e. **Roof Deck Setback.** The project is permitted to encroach upon the Roof Deck Setback requirement pursuant LAMC Section 12.08.C.2.

## 10. **Parking.**

- a. **Automobile Parking.** Pursuant to California Government Code 65915(p)(3), no parking requirements shall apply for 100 percent affordable housing projects located within one-half mile of public transit. Zero (0) parking spaces are provided. In addition, the project is allowed zero parking spaces pursuant to California Government Code Section 65863.2 (AB 2097). Zero (0) parking spaces are provided.
- b. **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 recalculated by the Department of Building and Safety based upon the ratios set forth pursuant to LAMC Section 12.22 A.25.

11. **Street Trees.** Street trees shall be provided to the satisfaction of the Urban Forestry Division. Street trees may be used to satisfy on-site tree requirements pursuant to LAMC Article Section 12.21.G.3 (Chapter 1, Open Space Requirement for Six or More Residential Units).
12. **Required Trees per 12.21 G.2.** As conditioned herein, a final submitted landscape plan shall be reviewed to be in substantial conformance with Exhibit "A". There shall be a minimum of seven (7) 24-inch box, or larger, trees onsite pursuant to LAMC Section 12.21 G.2. Any required trees pursuant to LAMC Section 12.21 G.2 shown in the public right-of-way in Exhibit "A" shall be preliminarily reviewed and approved by the Urban Forestry Division prior to building permit issuance. In-lieu fees pursuant to LAMC Section 62.177 shall be paid if placement of required trees in the public right-of-way is proven to be infeasible due to City-determined physical constraints.

### **Administrative Conditions**

13. **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 "Plans Approved". A copy of the Plans Approved, supplied by the applicant, shall be retained in the subject case file.
14. **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.
15. **Approval, Verification and Submittals.** Copies of any approvals guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
16. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
17. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

18. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.

19. **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 (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.