

## CONDITIONS OF APPROVAL

Pursuant to Sections 12.22 A.25, 13.08, and 16.05 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 plans, submitted by the Applicant, stamped "Exhibit A," and attached to the subject case file.
2. **Residential Density.** The project shall be limited to a maximum density of 95 dwelling units including Density Bonus Units.
3. **On-site Restricted Affordable Units.** A minimum of 15 percent of the base density, or eleven (11) units, shall be reserved for Very Low Income Household, 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. **SB 8 Replacement Units (California Government Code Section 66300 et seq.)** The project shall be required to comply with the Replacement Unit Determination (RUD) letter, dated August 2, 2022, to the satisfaction of LAHD. The most restrictive affordability levels shall be followed in the covenant. In the event the On-site Restricted Affordable Units condition requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.
5. **Housing Requirements.** Prior to the issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing Department (LAHD) to make eleven (11) units available to Very Low Income households or equal to 15 percent of the project's base density, 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.
6. **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.

## 7. Incentives.

- a. **Averaging.** The project shall permit the averaging of FAR, density, open space, parking, and access across the [Q]C2-1L-CDO-RIO and RA-1L-RIO Zones.
- b. **Building Height.** The project shall be permitted a maximum height of 74 feet and 6 inches in lieu of 45 feet otherwise permitted in the [Q]C2-1L-CDO-RIO Zone and 30 feet otherwise permitted in the RA-1L-RIO Zone.
- c. **Floor Area.** The project shall be permitted a total floor area of 90,112 square feet and a floor area ratio (FAR) of 3.11:1 across the [Q]C2-1L-CDO-RIO and RA-1L-RIO Zones in lieu of a FAR of 1.5:1 in the [Q]C2-1L-CDO-RIO and 25 percent of the lot area in the RA-1L-RIO Zone.

## 8. Waivers of Development Standards.

- a. **Rear Yard.** The project shall be permitted a 15 feet southerly rear yard in the RA-1L-RIO Zone in lieu of 25 feet (25 percent of the lot depth for the rear lot located in the RA-1L-RIO Zone).
- b. **Transitional Height.** The project is not required to meet any transitional height requirements.
- c. **Open Space.** The project shall be permitted to provide a minimum of 5,487 square feet of open space in lieu of the required 10,750 square feet.
- d. **Side Yard (Easterly).** The project shall be permitted a 9-foot easterly side yard in the [Q] C2-1L-CDO-RIO and RA-1L-RIO Zones in lieu of 10 feet.
- e. **Side Yard (Westerly).** The project shall be permitted a 9-foot westerly side yard in the [Q] C2-1L-CDO-RIO and RA-1L-RIO Zones in lieu of 10 feet.

## 9. Parking.

- a. **Residential Parking.** Automobile parking shall be provided consistent with the LAMC and/or Assembly Bill (AB) 2097. A greater number than the minimum required may be provided at the applicant's discretion.
- b. **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.
- c. **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.

10. **River Implementation Overlay (RIO) District Approval.** Prior to the clearance of building permits for the project, the applicant shall obtain a RIO Administrative Clearance, or other appropriate approval, from the Department of City Planning, in accordance with Section 13.17 of the LAMC and the River Implementation Overlay Zone (Ordinance No. 183,145).

### **Reseda Central Business District Community Design Overlay Conditions**

11. **Walls.** The wall(s) surrounding the project site shall incorporate surfaces and textures to discourage graffiti where possible.
12. **Building Colors.** Fluorescent and day-glow are not permitted.

### **Site Plan Review Conditions**

13. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval. The project shall minimize the number of curb cuts on the subject property, to the satisfaction of LADOT.
14. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source does not illuminate adjacent residential properties or the public right-of-way, nor the above night skies.
15. **Building Materials.** A variety of high-quality exterior building materials, consistent with the approved Exhibit "A" plans, shall be used. Substitutes of an equal quality shall be permitted to the satisfaction of the Department of City Planning.
16. **Trash.** All trash collection and storage areas shall be located on-site and not visible from the public right-of-way. Trash receptacles shall be stored within a fully enclosed portion of the building at all times. Trash/recycling containers shall be locked when not in use and shall not be placed in or block access to required parking.
17. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view by any abutting properties. The transformer(s), if located at-grade and facing the public right-of-way, shall be screened with landscaping and/or materials consistent with the building façade on all exposed sides (those not adjacent to a building wall) and shall be consistent with LADWP access requirements.
18. **Solar.** 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.
19. **Maintenance.** The subject property, including any trash storage areas, associated parking facilities, sidewalks, driveways, 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.

20. **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.
21. **Landscaping.**
- a. 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.
  - b. Tree Wells and other Planters.
    - i. The minimum depth of tree wells on the rooftop or any other location where planters are used 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 3 inches.
    - ii. The minimum amount of soil volume for tree wells on the rooftop or any other location where planters are used shall be based on the size of the tree at maturity:
      - (5) 600 cubic feet for a small tree (less than 25 feet tall at maturity).
      - (6) 900 cubic feet for a medium tree (25-40 feet tall at maturity).
      - (7) 1,200 cubic feet for a large tree (more than 40 feet tall at maturity).
22. **Street Trees.**
- a. Project shall preserve all healthy mature street trees whenever possible. All the feasible alternatives in project design should be considered and implemented to retain healthy mature street trees. A permit is required for the removal of any street tree and shall be replaced 2:1 as approved by the Board of Public Works and Urban Forestry Division.
  - b. When street dedications are required and to the extent possible, the project shall provide larger planting areas for existing street trees to allow for growth and planting of larger stature street trees. This includes and is not limited to parkway installation and/or enlargement of tree wells and parkways.

- c. Plant street trees at all feasible planting locations within dedicated streets as directed and required by the Bureau of Street Services, Urban Forestry Division. All tree plantings shall be installed to current tree planting standards when the City has previously been paid for tree plantings. The contractor shall notify Urban Forestry Division at 213-847-3077 upon completion of construction for tree planting direction and instructions.
23. **Tree Replacement.** Street trees and replacement trees shall be provided to the satisfaction of the Urban Forestry Division.

### **Administrative Conditions**

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

34. **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.
35. **Department of Water and Power.** Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Rules Governing Water and Electric Service. Any corrections and/or modifications to plans made subsequent to this determination in order to accommodate changes to the project due to the under-grounding of utility lines, that are outside of substantial compliance or that affect any part of the exterior design or appearance of the project as approved by the Director, 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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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