

## CONDITIONS OF APPROVAL

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, dated November 10, 2022, and 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, West/South/Coastal 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 33 residential units including Density Bonus Units.
3. **Affordable Units.** A minimum of 3 units, that is 13% of the 22 base dwelling units, shall be reserved as affordable units for Very Low Income household occupancy, as defined by the State Density Bonus Law 65915 (c)(1) or (c)(2). The Density Bonus Affordable Housing Incentive Program Guidelines also requires a Housing Development to meet any applicable housing replacement requirements of California Government Code Section 65915(c)(3), as verified by the Los Angeles Housing Department (LAHD) prior to the issuance of any building permit. Replacement housing units required per this section may also count towards other On-Site Restricted Affordable Units requirements.
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 LAMC Section 12.22 A.25 (a-d) 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). The covenant shall bind the owner to reserve three (3) units available to Very Low Income Households, 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 set aside affordable units may be adjusted, consistent with LAMC Section 12.22-A.25, to the satisfaction of LAHD, and in consideration of the project's SB 330 and SB\* 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 any monitoring requirements established by the LAHD. Refer to the Density Bonus Legislation Background and Housing Replacement (SB 330 and SB8 Determination) Background sections of this determination (Exhibit D).
6. **Automobile Parking for Residential Uses.** The project shall provide a minimum of 19 parking spaces, as shown in Exhibit A, per AB 2345.
7. **Automobile Parking for Commercial Uses.** The project shall provide a minimum of one (1) parking space, as shown in Exhibit A; as the Property is located within an Enterprise Zone, commercial parking is required at 2 parking spaces per 1,000 SF, consistent with LAMC Section 12.21 A.4(x)(3)6.
8. **Height** The project shall be limited to eight (8) stories and 89 feet in height per Exhibit A.
9. **Floor Area Ratio** The project shall be limited to a maximum floor area ratio ("FAR") of 6:1, per Exhibit A.

10. **Community Plan Implementation Overlay.** Prior to the issuance of a building permit, the applicant shall demonstrate compliance with the South Los Angeles Community Plan Implementation Overlay (“CPIO”) pursuant to Ordinance No. 185,927 and demonstrate that the project meets the definition of a Mixed-Income Project.
11. **(Incentive)** Project is exempt from the requirements of the Low Impact Development (LID) Ordinance (Ordinance 181899 and 183833).
12. **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 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 above.
13. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC 12.21 A.16 and Exhibit “A”.
14. **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.
15. **Unbundled Parking.** Residential parking shall be unbundled from the cost of the rental units, with the exception of parking for Restricted Affordable Units.
16. **Landscaping.** The landscape plan shall indicate landscape points for the project equivalent to **10% more than otherwise required** by LAMC 12.40 and Landscape Ordinance Guidelines “O”. 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.
17. **Facade Design.** The project shall comply with the following:
  - a. The project shall include varied exterior materials and articulation as presented in Exhibit “A” (Elevations, Material Board, and Renderings), including flat seam metal panels, wood face siding, added metal railings on the south façade balconies, reduced roof overhang in the front façade, modified garage ventilation design into smaller components, and smooth finish stucco in white, light grey, and “concrete” finish. The building color and materials (design theme) shall be included on each elevation.
  - b. The facade shall include the articulation shown as presented in Exhibit “A” (Floor Plan, Elevations, and Renderings) which includes private open space distributed as balconies among the units. The percentage and layout of façade square footage devoted to fenestration shall be built and detailed exactly as depicted in Exhibit “A”
18. **Open Space .** The project shall provide a minimum of 3,525 square feet of usable open space per LAMC 12.21.G.2, see Exhibit “A”. The project shall include 2,025 square feet of recreation rooms and 1,500 square feet of balconies.
19. **Rear Setback (Waiver).** The rear setback shall be no less than five feet on the ground through second floors, and ten feet from the third to eighth floors, as shown in Exhibit A.

20. **Side Yard Setback (Waiver).** The side yard setbacks shall be no less than five feet on the ground through second floors for the northern edge of the lot, and zero feet on the ground through second floors southern edge of the lot. The side yard setbacks shall be no less than five feet from the third through eighth floors.

21. **Soil Depths.** Shrubs, perennials, and groundcover shall require a minimum soil depth as follows:

- a. A minimum depth with a height ranging from 15 to 40 feet shall be 42 inches.
- b. A minimum depth with a height ranging from 1 to 15 feet shall be 24 to 36 inches.
- c. A minimum depth with a height of less than 1 foot shall be 18 inches.
- d. A minimum depth of an extensive green roof shall be 3 inches.

Trees shall require a 42-inch minimum soil depth.

Further, the minimum amount of soil volume for tree wells on the rooftop or any above grade open spaces shall be based on the size of the tree at maturity:

- e. 220 cubic feet for trees with a canopy diameter ranging from 15 to 19 feet.
- f. 400 cubic feet for trees with a canopy diameter ranging from 20 to 24 feet.
- g. 620 cubic feet for trees with a canopy diameter ranging from 25 to 29 feet.
- h. 900 cubic feet for trees with a canopy diameter ranging from 30 to 34 feet.

22. **Street Trees.**

- a. Street Trees. Street trees shall be provided to the satisfaction of the Urban Forestry Division.
- b. New street trees shall be planted within the public right-of-way, where feasible, at a ratio of at least one (1) tree for every 25 feet of lot length, to the satisfaction of the Bureau of Street Services, Urban Forestry Division, Department of Public Works.
- c. Project shall preserve all healthy mature street trees whenever possible. All 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.
- d. 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 subdivider or contractor shall notify the Urban Forestry Division at: (213) 847-3077 upon completion of construction for tree planting direction and instructions.

23. **Solar and Electric Generator.** Generators used during the construction process shall be electric or solar powered. Solar generator and electric generator equipment shall be located as far away from sensitive uses as feasible.

Or: Where power poles are available, electricity from power poles and/or solar-powered generators rather than temporary diesel or gasoline generators shall be used during construction. (WL)

24. **Solar-ready Buildings.** 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.

25. **Signage.** There shall be no off-site commercial signage on construction fencing during construction.

Administrative Conditions

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
32. **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.
  - (i) 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.

- (ii) 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).
- (iii) 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).
- (iv) 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.