

CONDITIONS OF APPROVAL

Pursuant to Sections 12.22. A.25, 16.05, and Section 13B.2.4. (Chapter 1A) of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

Density Bonus Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the architectural plans, renderings, and materials submitted by the Applicant, dated September 19, 2024, stamped "Exhibit A," and attached to the subject case file. Minor deviations may be allowed in order to comply with the provisions of the LAMC or the project conditions. Changes beyond minor deviations required by other City Departments or the LAMC may not be made without prior review by the Department of City Planning, Expedited Processing Section, and written approval by the Director of City Planning. Each change shall be identified and justified in writing.
2. **Residential Density.** The project shall be limited to a maximum density of 318 dwelling units.
3. **Affordable Units.**
 - a. A minimum of 35 dwelling units, or 11 percent of the base dwelling units, shall be reserved for Very Low Income Households, as defined by Government Code Section 65915.
 - b. **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 and State Density Bonus Law (Government Code Section 65915).
4. **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 11 percent of the site's base density units available to Very Low Income Households. 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. Refer to the Density Bonus Legislation Background section of this determination.
5. **Incentives.**
 - a. **Floor Area Ratio (FAR).** The project shall be permitted a maximum FAR of 4.29:1.
 - b. **Height.** The project shall be permitted a maximum height of 96 feet and eight (8) stories.
6. **Waivers.**
 - a. **Rear Yard.** The project shall be permitted a 10-foot rear yard.
 - b. **Open Space.** The project shall be permitted a maximum of 25 percent reduction in the required open space.

- c. **Side Yards.** The project shall be permitted five-foot easterly and westerly side yards.
- d. **Tree Reduction.** The project shall be permitted a maximum of 29 percent reduction in the required on-site trees.
- e. **Building Passageway.** The project shall be permitted a 10-foot passageway.

7. **Parking.**

- a. **Residential.** No minimum residential parking shall be required pursuant to AB 2097. The project may provide 234 automobile parking spaces as volunteered.
- b. **Commercial.** Commercial parking shall be provided in compliance with AB 2097.
- c. **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.
- d. **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.

Project Review Conditions

8. **Landscaping.**

- a. All open areas not used for buildings, driveways, parking areas, or recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape development plan and an automatic irrigation plan, prepared by a licensed Landscape Architect and to the satisfaction of the Department of City Planning.
- b. All planters containing trees shall have a minimum depth of 48 inches (48”).

9. **Trees.**

- a. 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 Section 12.21.G.3 (Chapter 1, Open Space Requirement for Six or More Residential Units).
- b. The 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 as approved by the Board of Public Works and Urban Forestry Division.
- 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 subdivider or contractor shall notify the Urban Forestry Division at: (213) 847-3077 upon completion of construction for tree planting direction and instructions.

10. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval.
11. **Vehicular Access.** The project shall be limited to a maximum of two (2) driveways located along Shatto Place, as shown in Exhibit A. The curb cut dimension shall be as narrow as permitted by LADOT.
12. **Solar Panels.** The project shall comply with the Los Angeles Municipal Code, to the satisfaction of the Department of Building and Safety.
13. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.
14. **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.
15. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view by any abutting properties. The transformer, if located in the front yard or Manchester Avenue side yard, shall be screened with landscaping and/or materials consistent with the building façade on all exposed sides (those not adjacent to a building wall).
16. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, sidewalks, 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.
17. **Trash.** 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.

Environmental Conditions

18. The Mitigation Monitoring and Reporting Program (MMRP) included in the Housing Element Streamlining Checklist (Case No. ENV-2024-4112-HES) have been incorporated into this project and shall be enforced through all phases of the project. The applicant shall be responsible for implementing each Mitigation Measure (MM), Substitute Mitigation Measure, and Implementing Mitigation Measure identified in the MMRP and shall be obligated to provide certification to the appropriate monitoring and enforcement agencies that each MM has been implemented.

Administrative Conditions

19. **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.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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 (b).
- 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 (b).
 - 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.