

CONDITIONS OF APPROVAL

Pursuant to Los Angeles Municipal Code Sections 12.22 A.31 and 16.05, 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 shall 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 Municipal Code or the project conditions.
2. **Residential Density.** The project shall be limited to a maximum density of 121 multi-family residential dwelling units, including On-Site Restricted Affordable Units.
3. **On-Site Restricted Affordable Units.** The project shall provide a minimum of thirteen (13) On-Site Restricted Affordable units, consisting of thirteen (13) units for Extremely Low Income Households, as defined in the California Health and Safety Code to the satisfaction of 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. **On-Site Manager's Unit.** The project shall provide one (1) manager's unit as part of the project's total 121 residential dwelling units.
5. **SB 8 Replacement Units.** The project shall be required to comply with the Replacement Unit Determination (RUD) letter, dated April 10, 2023, 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.
6. **Changes in On-Site Restricted Units.** Deviations that increase the number of On-Site Restricted Units or that change the composition of units or parking numbers shall be consistent with LAMC Section 12.22 A.31 and TOC Guidelines.
7. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute and record a covenant and agreement running with the land to the satisfaction of LAHD to make thirteen (13) units available to Extremely Low Income Households or equal to ten (10) 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 set-aside affordable units may be adjusted, consistent with LAMC Section 12.22 A.31, 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 shall submit 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 LAHD.

Unless otherwise required by state or federal law, the project shall provide an onsite building manager's unit, which the owner shall designate in the covenant. The Owner may not use an affordable restricted unit for the manager's unit.

8. **Floor Area Ratio (FAR).** The project total floor area shall be limited to 89,719 square-feet and a 3.32 FAR.
9. **Height.** The project shall be limited to a maximum height of 79 feet.
10. **Residential Westerly and Easterly Side Yard Setbacks.** The project shall provide minimum side yard setbacks of seven feet for the residential portion of the project.
11. **Residential Rear Yard Setback.** The project shall provide a minimum northerly rear yard setback of fifteen feet for the residential portion of the project.
12. **Parking Per AB 2097.** The project shall be permitted to provide a minimum of zero parking spaces pursuant to California Government Code Section 65863.2 (Assembly Bill 2097). The project proposes to provide a total of 79 automobile parking spaces..
13. **Open Space.** A minimum of 9,418 square-feet of open space shall be permitted in lieu of the minimum 12,550 square-feet otherwise required.
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, to the satisfaction of the Department of Building and Safety.
15. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21 A 16.
16. **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 Section 12.21 G.3 (Chapter 1, Open Space Requirement for Six or More Residential Units). Per Exhibit "A" and 12.21 G.3, seven new street trees shall be provided.
17. **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 thirty-one (31) 24-inch box, or larger, trees on site 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.

Site Plan Review Conditions

18. **Landscaping.** The landscape plan shall indicate landscape points for the project equivalent to 10 percent 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.

19. **Landscape Maintenance.** All landscaped areas, trees, shrubs and ground cover shall be maintained as healthy and vigorous at all times; irrigation systems shall be continuously maintained pursuant to LAMC Section 12.41 B.5.
20. **Trash Storage and Collection.** Trash storage shall be enclosed on the ground floor and will not be visible from the public right-of-way. Trash collection shall not interfere with traffic on any public street.
21. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view. All surface or ground mounted mechanical equipment shall be screened from public view and treated to match the materials and colors of the building which they serve.
22. **Maintenance.** The project site (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.
23. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way, nor from above.
24. **Solar Ready.** 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. **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.
26. **Signage.** Any signage shall comply with the Municipal Code or other applicable laws. No sign rights are granted with this case.

Administrative Conditions

27. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building & Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building & 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 & 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.
28. **Notations on Plans.** Plans submitted to the Department of Building & 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.
29. **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.

30. **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.
31. **Department of Building & 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 & 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 & 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.
32. **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.
33. **Enforcement.** Compliance with and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
34. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.
35. **Recording Covenant.** Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard 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 Development Services Center at the time of Condition Clearance for attachment to the subject case file.
36. **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, in whole or in part, of 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.