

CONDITIONS OF APPROVAL

(As modified by the Central Area Planning Commission on August 10, 2021)

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan and floor plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. 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 Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. 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.
5. 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 Department of City Planning and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.
6. Within 30 days of the effective date of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master 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 for inclusion in the case file.
7. Approved herein is an Eldercare Facility subject to the following restrictions:
 - a. The facility shall be limited to a maximum of 62 Assisted Living guest rooms and 18 Alzheimer's/Dementia Care guest rooms;
 - b. At least seventy-five percent (75%) of the facility shall be devoted to Assisted Living Care Housing and not more than twenty-five percent (25%) of the facility shall be devoted to Alzheimer's/Dementia Care Housing.

- c. Plans submitted to the Department of Building and Safety for the purposes of obtaining a building permit shall indicate a minimum of 75% of the floor area, exclusive of common areas, consisting of Assisted Living Care Housing;
 - d. The license and subsequent renewals of the license from the California Department of Social Services, Community Care Licensing Division shall reflect a minimum of 75% of the floor area, exclusive of common areas, consisting of Senior Independent Housing and/or Assisted Living Care Housing.
 - e. The facility shall be licensed by the California Department of Social Services and comply with all assisted living and dementia care program regulations. A copy of the license shall be submitted to the Department of City Planning for verification and placed in the file.
 - f. Full-time medical services shall not be provided on-site.
8. The following deviations have been granted in conjunction with the Eldercare Facility, as shown on plans stamped Exhibit A:
- a. A maximum of 80 guest rooms in lieu of the otherwise permitted 36 guest rooms pursuant to LAMC Section 12.10-C,4;
 - b. A maximum Floor Area Ratio (FAR) of 4.99:1 (basement through 5th floor) in lieu of the otherwise permitted 3:1 FAR pursuant to LAMC Section 12.21.1;
 - c. A maximum building height of 58 feet in lieu of the otherwise maximum 45 feet pursuant to LAMC Section 12.21.1.
 - d. A continuous width of the exterior walls fronting Holt Avenue to exceed 40 feet without a change in plane as otherwise required pursuant to Ordinance No. 167,335.
 - e. A 10-foot front yard in lieu of the otherwise required 20-foot front yard pursuant to Ordinance No. 167,335.
 - f. 6-foot side yards in lieu of the otherwise required 8-foot side yards pursuant to Ordinance No. 167,335.
 - g. Waiver of the long-term bicycle parking requirements otherwise required pursuant to LAMC Section 12.21-A,16(a)(2).
9. Trees shall be planted on the property (including street trees) subject to the approval by the Street Tree Division, at a ratio of one tree for every 1,000 square feet of lot area. Trees may not be less than 24-inch box in size at the time of planting (Ordinance 167,335).

10. All employees who drive to work shall utilize the on-site parking garage.
11. Employee shifts shall be staggered to minimize on-site parking shortages.
12. Parking shall be provided in accordance with the Los Angeles Municipal Code.
13. The applicant shall develop and implement an incentive program to encourage employee use of alternative modes of transportation to arrive to and depart from work. A copy of the incentive programs shall be submitted to the Department of City Planning for inclusion in the case file.
14. A separate men's and women's shower facility shall be provided to incentivize employees biking to work.
15. All vendor deliveries shall be restricted to between the hours of 7 a.m. and 2 p.m. daily.
16. All loading activities shall be conducted on-site or within a designated loading zone.
17. The applicant/operator shall be responsible for ensuring vendor compliance with Condition Nos. 16 and 15.
18. Trash and recycling bins shall be fully enclosed.
19. The project shall be landscaped in substantial conformance with the landscape plans stamped Exhibit A (Sheets LP-1 through LP-5)
20. Outdoor lighting shall be designed to shine downward, installed with shielding, and directed onto the project site, so that the light source does not directly illuminate any adjacent properties, the public right-of-way, or the above night skies.
21. Prior to the issuance of a building permit, access and internal circulation shall be reviewed and approved by the Department of Transportation.
22. 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.
23. **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 (b).
- e. If the City determines it necessary to protect the City's interests, 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, commission, 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.