

## CONDITIONS OF APPROVAL

Pursuant to Sections 11.5.11(e), 11.5.7, 12.20.2, and 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property.

### Entitlement Conditions

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" attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning 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. **Dual Permit Jurisdiction Area.** The project is located within the Dual Permit Jurisdiction area of the California Coastal Zone. The applicant shall file an application for a second (or "dual") coastal development permit with the Coastal Commission and shall submit proof of a valid ("dual") permit issued by the Coastal Commission.
3. **Use.** The project site shall be limited to a Qualified Permanent Supportive Housing Project with commercial uses (art gallery and studio, retail and restaurant), and a public parking lot.
4. **Residential Density.** The project shall be limited to a maximum density of 140 dwelling units including 34 Joint Living and Work Quarters.
5. **Restricted Affordable Units.** A minimum of 136 units shall be designated as Restricted Affordable Units with 129 units reserved for Low-Income Households and seven (7) units reserved for Extremely Low Income Households, as defined by Government Code Section 65915(c)(2). Four (4) unrestricted manager's units may be provided.
6. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing and Community Investment Department (HCIDLA) to reserve 129 units for Low Income Households and seven (7) units for Very Low Income Households for rent, as determined to be affordable to such households by HCIDLA for a period of 55 years or sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years as determined by HCD. Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. 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 HCIDLA.
7. **Changes in Restricted Units.** Deviations that change the composition of units shall be consistent with LAMC Section 11.5.11(a)(3).
8. **Qualified Permanent Supportive Housing.** A minimum of 68 units shall be occupied by the Target Population, as defined by Section 50675.14 of the Health and Safety Code.
9. **Supportive Services Plan.** The applicant shall submit a plan for providing supportive services, to the satisfaction of the Department of City Planning, with documentation demonstrating that supportive services will be provided onsite to residents in the project. The description of those services shall include all of the following:
  - a. The name of the proposed entity or entities that will provide supportive services.
  - b. The funding sources or proposed funding sources for the onsite supportive services.

c. Proposed staffing levels.

10. **Onsite Supportive Services.** At least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens. The project will provide a minimum of 685 square feet of case management services, as provided in Exhibit "A".

11. **Developer Incentives:**

a. **Residential Parking.** The project shall provide 57 residential parking spaces pursuant to AB744.

b. **Off-site Residential Parking.** Residential parking for the building on the East Site may be located in the building on the West Site.

c. **Side Yards.** The project shall provide RAS3 side yard requirements per LAMC 12.10.5 in lieu of the yard requirements in the underlying C2 zone .

12. **Height.** The proposed buildings shall be subject to the following height limits as shown in "Exhibit A.":

a. **West Site.** The structure west of Grand Canal (West Site) shall not exceed a maximum height of 59 feet, measured to the highest point of the solid parapet wall. The Roof Access Structure is limited to 8 feet with a maximum height of 67 feet measured from the centerline of North Venice Boulevard.

b. **East Site.** The structure east of Grand Canal (East Site) shall not exceed a maximum height of 35 feet, measured to the highest point of the solid parapet wall.

13. **Setbacks:** An average setback of 15 feet, but not less than ten feet shall be maintained in the front yard adjacent to the property line which faces the canal.

14. **Roof Structures.** Chimneys, exhaust ducts, ventilation shafts, and other similar devices essential for building function may exceed the height limit by a maximum of five feet. The Roof Access Structures and shade structures are limited to 12 feet above the parapet wall.

15. **Parking and Access.** As shown in "Exhibit A" and as approved by the Department of Building and Safety, the project shall provide 357 parking spaces; all vehicle access shall be from South Venice Boulevard and North Venice Boulevard.

a. **Residential Parking (Developer Incentive).** Vehicle parking for the Affordable Housing Units shall be provided consistent with AB 744 providing 57 parking spaces.

b. **Commercial Parking.** 10 parking spaces are required for the 2,255 square-foot retail use (1/225 SF), 11 parking spaces are required for the 2,875 square-foot art studio (1/250 SF), and 21 parking spaces are required for the restaurant use. The restaurant shall be limited to 1,060 of Service Floor (1/50 SF).

c. **Beach Impact Zone (BIZ).** 27 BIZ parking spaces shall be provided, one space for each 640 square feet of Ground Floor Commercial area and one space for each 1,000 square feet of Ground Floor Residential area.

d. **Public Parking.** A minimum of 226 public parking spaces shall be provided. As shown in "Exhibits A," a minimum of 3 parking spaces shall be designated as loading spaces for the public boat launch.

16. **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.
17. **Commercial Use.** As shown in "Exhibit A," the proposed development shall provide a mix of commercial uses as follows:
  - a. **Restaurant Uses (Service Floor Area).** The 810 square-foot restaurant shall be limited to 1,060 square feet of combined indoor and outdoor Service Floor area.
  - b. **Retail.** The development shall be limited to a maximum of 2,255 square feet of retail use.
  - c. **Art Studio.** The development shall be limited to a maximum of 2,875 square feet of art studio use.
18. **Floor Area Ratio (FAR).** The proposed project shall be limited to a maximum FAR of 1.15:1.
19. **Pedestrian Access Easement and Areas for Public Use.** As shown on sheet A1.12 of Exhibit A, the applicant shall record a minimum 5-foot-wide pedestrian access easement from South Venice Boulevard and North Venice Boulevard to the Venice Canal and Short Line Bridge. To a minimum depth of 10 feet and a minimum of 4,530 square feet west of Canal Street and a minimum of 4,600 square feet east of Canal Street shall remain open and accessible to the public as a public recreation area, as shown in Exhibit A.
20. **Wayfinding Signage.** Prior to the issuance of the certificate of occupancy, the applicant shall submit a pedestrian wayfinding sign program for on-site signage providing directional and distance information to the Venice Beach, Venice Canals and other points of interests to the satisfaction of the Director of Planning.
21. **Boat Launch Parking and Access.** As shown on "Exhibit A," the project shall provide on-site and on-street (North Venice Boulevard) loading areas for the loading and unloading of watercrafts to the Venice Canal Public Boat Launch to the satisfaction of the Director of Planning. The on-street loading area shall be subject to the review and approval of the Department of Transportation. In the East Site parking garage, two parking spaces shall be designated as loading spaces for the loading and unloading of small watercrafts. Direct access shall be provided from the East Site parking garage to the boat launch, for the carrying of small watercrafts. In the West Site parking garage, one parking space shall be reserved to provide parking for vehicles with an attached trailer transporting small watercrafts. The dimensions of the parking space shall accommodate a vehicle with an attached small trailer. Access to the loading zone in East Site and the parking space in the West Site garages shall be consistent with the hours of operation for the Venice Canal Public Boat Launch.
22. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21-A.16.
23. **Open Space.** The project shall provide open space consistent with LAMC Section 12.21-G.
24. **Street Trees.** 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.
25. **Trees:** The Board of Public Works approval shall be obtained prior to the issuance of the Certificate of Occupancy for the proposed project for the removal of any trees in the existing or proposed public right-of-way. The Bureau of Street Services, Urban Forestry Division is the lead agency for obtaining Board of Public Works approval for the removal of such trees.

26. **Landscaping.** A final landscape plan shall be submitted that is substantial conformance with the landscape plan in Exhibit "A". Open areas not used for buildings, driveways, parking areas, recreational facilities, pedestrian amenities, or walkways shall be landscaped. The landscape plan shall include an irrigation plan. Landscaping shall be maintained in good health for the life of the project.
27. **Permeable Yard.** An open Permeable yard with an area of at least 15 times the lot width and a minimum area of 450 square feet shall be maintained between the property line that faces the canal and the front of any structure. No Fill nor building extensions, including stairs and balconies, shall be placed in or over the required Permeable front yard area.
28. **Finished Floor.** The lowest finished floor (FF) elevation (not garage floor) shall be 2 feet, or more, above the street flow line until reaching elevation 11 feet NAVD88, and for street flow lines above + 11 feet NAVD88 the FF elevation should be a minimum of 1 foot above the flow line, unless other adaptive waterproofing alternatives are incorporated in the design.
29. **Stormwater/irrigation.** The project shall implement on-site stormwater infiltration as feasible based on the site soils conditions, the geotechnical recommendations, and the City of Los Angeles Department of Building and Safety Guidelines for Storm Water Infiltration. If on-site infiltration is deemed infeasible, the project shall analyze the potential for stormwater capture and reuse for irrigation purposes based on the City Low Impact Development (LID) guidelines.
30. **Solar Panels.** The project shall dedicate a minimum of 15% of the available rooftop space, for the installation of a solar power system as part of an operational photovoltaic system to be maintained for the life of the project, in substantial conformance with the plans stamped "Exhibit A".
31. **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.
32. **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.
33. **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.
34. **Lighting Design.** Areas where nighttime uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel. All pedestrian walkways, storefront entrances, and vehicular access ways shall be illuminated with lighting fixtures. Lighting fixtures shall be harmonious with the building design. Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the building to provide illumination to pedestrians and motorists.
35. **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.
36. **Vesting Tentative Tract.** The project shall comply with the Conditions of the Approval outlined in case no. VTT-82288, which are incorporated herein by reference.
37. 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.

38. Prior to the effectuation 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 Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file. Fees required per LAMC Section 19.01-E,3 for Monitoring of Conditional Use Permits and Inspection and Field Compliance Review of Operations shall be paid to the City prior to the final clearance of this condition.

### **Administrative Conditions**

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.

46. **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 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.
- (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.