

## CONDITIONS OF APPROVAL

Pursuant to Sections 12.22 A.25, 12.24 U.26, and 16.05 of the LAMC, the following conditions are hereby imposed upon the use of the subject property:

### **Development Conditions**

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the architectural plans, landscape plan, renderings, and materials submitted by the applicant, stamped "Exhibit A", and attached to the subject case file.
2. **Residential Density.** The project shall be limited to a maximum density of 108 dwelling units.
3. **Affordable Units:** A minimum of 13 units, equal to 17 percent of the base density, shall be reserved as Very Low Income units, as defined by the State Density Bonus Law per Government Code Section 65915(c)(2), to meet the requirements of the requests herein. In the event of deviations to the requests that change this number of restricted affordable units, the composition/typology of units, and/or vehicle parking numbers, such changes shall be consistent with LAMC Section 12.22 A.25.
4. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of HCIDLA to make 17 percent of the site's base density units available to Very Low Income households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years. In the event the applicant reduces the proposed density of the project, the number of required reserved on-site Restricted Units may be adjusted, consistent with LAMC Section 12.22 A.25, to the satisfaction of HCIDLA, and in consideration of the project's AB 2556 Determination Letter, dated June 5, 2020. 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 HCIDLA.
5. **Incentives and Waiver of Development Standards:**
  - a. **Floor Area Ratio.** The project is permitted a maximum FAR of 3.75:1 in lieu of the otherwise permitted 1.5:1 FAR.
  - b. **Height.** The project is permitted a maximum building height of 72 feet and six stories in lieu of the otherwise permitted 45 feet and three stories. Up to 10 additional feet in height may be permitted for mechanical equipment, stairways, elevator towers, etc. per LAMC Section 12.21.1 B.3, and to the satisfaction of the Los Angeles Department of Building and Safety.
  - c. **Residential Parking.** Residential vehicle parking in excess of 54 spaces may be provided as compact-dimension spaces.
  - d. **Commercial Loading Space.** The requirement for the project to provide a commercial loading space on-site is waived.
6. **Parking:**

- a. Minimum automobile parking requirements shall be provided consistent with Section 12.22 A.25 of the LAMC.
- b. In the event that the composition of residential units and/or commercial uses (i.e. the number of bedrooms or square footage of certain commercial uses) changes, or the applicant selects a Parking Option as provided by State Density Bonus law and the LAMC 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 pursuant to LAMC Section 12.22 A.25.
- c. Bicycle Parking. Residential bicycle parking shall be provided consistent with LAMC 12.21 A.16.
- d. Unbundling. Required parking may be sold or rented separately from the units, with the exception of all Restricted Affordable units which shall include any required parking in the base rent or sales price, as verified by HCIDLA.

### **Site Plan Review Conditions**

#### **7. Design:**

- a. The building façades along Pico Boulevard and Beverly Drive shall utilize a minimum of two different materials, as well as feature accent paint colors. Windows, doors, balcony railings, decorative features (such as light fixtures, planters, etc.), and perimeter walls (e.g. walls along a street or alley that are not a part of the building) are excluded from meeting this requirement.
- b. Along the project's ground floor street frontage along Pico Boulevard, there shall be no less than a total of 100 horizontal feet of doors, windows, and/or other transparent glazing. There shall be no less than a total of 20 horizontal feet of doors, windows, and/or other transparent glazing along the project's ground floor street frontage along Beverly Drive. To meet these requirements, glazing shall be a minimum of six feet in height, except where the height of the ground floor above street level grade is less than six feet, glazing may be less than six feet in height and count towards these requirements. Vehicle gates and non-transparent doors shall not count towards meeting these requirements.
- c. Glazing along both of the project's street frontages shall be maintained such that no more than 20 percent of the total width of glazing along any street frontage is covered by any signs or interior walls/shelves when space is active/occupied by a tenant. Blinds, shades, or other similar screening material are permitted in the interior of the commercial and lobby/amenity spaces only and may be drawn during closed hours of operation.
- d. The project shall provide a public plaza of at least 2,000 square feet at the intersection of Pico Boulevard and Beverly Drive, as depicted in the plans in Exhibit A. The project shall provide a minimum of 5,000 square feet of residential amenity spaces within the ground floor, including but not limited to coworking space, fitness center, lounge, and lobby, as depicted in the plans in Exhibit A.

- e. All mechanical equipment on the roof shall be screened from view by any abutting properties. The transformer, if located in the front yard, shall be screened with landscaping on all exposed sides (those not adjacent to a building wall).
8. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval. The project shall minimize the number of curb cuts on the subject property, to the satisfaction of LADOT.
  9. **Landscaping:**
    - a. All open areas not used for buildings, driveways, parking areas, or walkways shall be attractively landscaped and maintained in accordance with a landscape plan and an automatic irrigation plan, prepared by a licensed Landscape Architect and to the satisfaction of the Department of City Planning.
    - b. The project shall plant a minimum of 27 trees on-site, as depicted on the plans in Exhibit A. The project shall provide a minimum of 11 trees on the ground floor along the project's street frontage along Pico Boulevard and a minimum of 10 trees on the second floor along the alley, as depicted in the plans in Exhibit A.
    - c. The project shall provide a landscaped and planted setback of 13 feet at the second building level along the southern property line, as depicted in the plans in Exhibit A.
  10. **Signage.** On-site signs shall comply with the Municipal Code. Signage rights are not part of this approval.
  11. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source does not illuminate adjacent residential properties or the public right-of-way, nor the above night skies.
  12. **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.
  13. **Sustainability:**
    - a. A minimum of 15 percent of the total roof area shall be reserved for the installation of solar panels. The solar panels shall be installed prior to the issuance of a certificate of occupancy. The lowest point of any solar panel may not be more than five feet above the roof line.
    - b. The project shall include at least 30 percent of the total number of automobile parking spaces provided as capable of supporting future electric vehicle supply equipment (EVSE). The project shall equip at least 10 percent of the total number of automobile parking spaces provided with electric vehicle charging stations to immediately accommodate electric vehicles within the parking area. Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics, and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity. The number of parking spaces shall be rounded up when the application of the 30 percent and the 10 percent results in a

fraction. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

14. **Maintenance.** The subject property, including any trash storage areas, associated parking facilities, sidewalks, driveways, 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.
15. **Inadvertent Discovery.** In the event that any archaeological, paleontological, cultural, or historic resources are encountered during the course of any ground disturbance activities, all such activities shall temporarily cease on the project site and no archaeological and/or associated materials may be collected or moved until the potential resources are properly assessed and addressed by a qualified archaeologist and/or paleontologist pursuant to all applicable regulatory guidelines and procedures, including those set forth in California Public Resources Code Section 21083.2.

### **Administrative Conditions**

16. **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.
17. **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.
18. **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.
19. **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 "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case 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. **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.
23. **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.
24. **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.
25. **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.
26. **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 (ii).
- 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 (ii).

- 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.