

## CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on September 30, 2021)

Pursuant to Section 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

### A. Development Conditions

1. **Site Development.** The use and development of the subject property shall be in substantial conformance with the site plan labeled Exhibit "A" dated September 17, 2021. Prior to the issuance of building permits, detailed development plans including a site plan illustrating elevations, facades, and architectural treatment, and a landscape/irrigation plan shall be submitted for review and approval by the Department of City Planning. The plans shall comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Landscaping.**
  - a. **Tree Requirement.** The project shall provide at least the minimum number of trees on-site to comply with the landscape requirement (LAMC Section 12.21 G(a)(3)). Pursuant to Ordinance No. 179,884, trees may not be less than 24-inch box in size and shall be planted within open space areas.
  - b. **Soil Depths.** The project shall conform with the minimum soil depth and volume requirements for trees and other plants as outlined in the Soil Depths Design Resource published by the Los Angeles City Planning Urban Design Studio.
  - c. Landscaping shall be provided in substantial conformance with the Landscaped Plan stamped as "Exhibit A." The Plant Palette shall substantially conform to the Plant Palette provided in the Landscape Plan stamped as "Exhibit A." Deviations from the Plant Palette shall be permitted so long as the revised Palette complies with the landscaping requirements of the Urban Design Studio Soil Depths Design Resource to the extent feasible.
3. **Parking.**
  - a. 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.
4. **Sustainability.**

- a. 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.
5. **Mechanical Equipment.** Mechanical equipment shall be either screened from public view or the equipment itself shall be integrated with the architectural design of the building.
6. **Roof Structures.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties.
7. **Trash/Recycling Area.** Details shall be provided on the location of a common trash and recycling area, method of enclosure, and design and material of enclosure at the time of final plan sign off. The trash and recycling areas shall be secured with an enclosure that fully screens the view of the trash and recycling area from public streets or be located on within the on-site parking garage.
8. **Construction.**
  - a. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. On-site power generators shall either be plug-in electric or solar powered.
  - b. Notwithstanding the provisions of LAMC Section 14.4.17, no signs shall be permitted on construction fencing except for those signs required by the Department of Building and Safety or other Department, Bureau, or Agency.
9. **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.

## **B. Administrative Conditions**

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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.

**18. 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 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 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.