

## CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on June 23, 2022)

### Site Plan Review Conditions

1. **Site Development.** The use and development of the property shall be in substantial conformance with the plans submitted with the application and marked Exhibit A, dated June 23, 2022. No change to the plans will be made without prior review by the Department of City Planning, Major Projects Section, 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. The project shall be in substantial conformance with the following description:

*The development of 140,305 square feet of medical office space, 4,000 square feet of restaurant/retail space, and 1,000 square feet for other commercial uses, such as a pharmacy. The proposed uses would be built within a single, 12-story building that includes ground floor lobby and commercial space.*

2. **Development Services Center.** Prior to sign-off on building permits by the Department of City Planning's Development Services Center for the project, the Department of City Planning's Major Projects Section shall confirm, via signature on the plans, that the project's building plans substantially conform to the conceptual plans stamped as Exhibit A, dated June 23, 2022, as approved by the City Planning Commission.

Note to Development Services Center: The plans presented to, and approved by, the City Planning Commission (CPC) included specific architectural details that were significant to the approval of the project. Plans submitted at plan check for condition clearance shall include a signature and date from Major Projects Section planning staff to ensure plans are consistent with those presented at CPC.

3. **Parking.** Prior to the issuance of a building permit, the driveway and parking plan shall be submitted for review and approval to the Department of Transportation, and shall be in substantial compliance with the following:
  - a. **Valet.** All vehicle and off-street bicycle parking shall be provided with full valet services at no cost to the guests/visitors and employees.
  - b. **Design.**
    - i. Any above grade parking shall be designed to be utilized and easily repurposed to other uses.
    - ii. The height of each parking level shall have sufficient clearance to be adaptable to non-parking uses. Once converted, the building shall permit a minimum floor to ceiling height of nine feet for commercial uses.
    - iii. All above grade levels of the Project's parking podium shall be wrapped or incorporated into the architecture or landscaping.

4. **Electric Vehicle Parking.** All vehicular parking shall provide electric vehicle charging spaces (EV Spaces) and electric vehicle charging stations (EVCS) in compliance with the regulations outlined in Chapter IX, Article 9, LAMC Section 99.05.106.
5. **Landscaping.** Prior to the issuance of a building permit, a landscape and irrigation plan prepared in accordance with LAMC Sections 12.40 through 12.43 and shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A, dated June 23, 2022. Minor deviations from the requirements provided below may be permitted by the Department of City Planning to permit the existing landscaping conditions provided that the plantings are well established and in good condition.
6. **Trees.** The Applicant shall provide a minimum of seven trees on-site and/or in the parkway, to the satisfaction of Urban Forestry.
  - a. **Tree Wells.**
    1. The minimum depth of tree wells shall be as follows:
      - a. Minimum depth for trees shall be 42 inches.
      - b. Minimum depth for shrubs shall be 30 inches.
      - c. Minimum depth for herbaceous plantings and ground cover shall be 18 inches.
      - d. Minimum depth for an extensive green roof shall be three inches.
    2. The minimum amount of soil volume for tree wells shall be based on the size of the tree at maturity as follows:
      - a. 220 cubic feet for a tree 15-19 feet tall at maturity.
      - b. 400 cubic feet for a tree 20-24 feet tall at maturity.
      - c. 620 cubic feet for a tree 25-29 feet tall at maturity.
      - d. 900 cubic feet for a tree 30-34 feet tall at maturity.
  - b. Any trees that are required pursuant to LAMC Section 12.21 G and are planted on any podium or deck shall be planted in a minimum three-foot planter.
7. **Tree Maintenance.** New trees planted within the public right-of-way shall be spaced not more than an average of 30 feet on center, unless otherwise permitted by the Urban Forestry Division, Bureau of Public Works.
8. **Construction Signage.** There shall be no off-site commercial signage on construction fencing during construction.
9. **Glare.** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.
10. **Reflectivity.** Glass used in building façades shall be non-reflective or treated with a non-reflective coating in order to minimize glare from reflected sunlight.
11. **Construction Generators.** The Project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. The Project's construction contractor

shall use on-site electrical sources and solar generators to power equipment rather than diesel generators, where feasible.

12. **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.
13. **Mechanical Equipment.** All mechanical equipment shall be fully screened from view of any abutting properties and the public right-of-way.
14. **Trash/Storage.** All trash collecting and storage areas shall be located on-site and not visible from the public right-of-way. Trash receptacles shall be enclosed and/or covered at all times. Trash/recycling containers shall be locked when not in use.
15. **Utilities.** All utilities shall be fully screened from view of any abutting properties and the public right-of-way.
16. **Neighborhood Traffic Management Program (NTMP).** In order to address potential impacts for residential street segments (Orange Street between Sweetzer Avenue and La Jolla Avenue) and to address off-street parking, the project would fund implementation of an NTMP, up to an amount not to exceed \$100,000. The NTMP would be developed in cooperation with LADOT, Council District 5, and affected neighborhood residents. The NTMP would include an implementation plan that sets key milestones and identifies a proposed process in developing a NTM plan for the location. Typical NTM physical measures may include, but are not limited to, traffic circles, speed humps, installation of barriers, speed tables, chicanes, chokers, roadway narrowing effects (raised medians, etc.), landscaping features, roadway striping changes, and or operational measures such as turn restrictions, speed limits, and installation of stop signs.

The NTMP would be formalized through an agreement between the Applicant and LADOT prior to the issuance of the Certificate of Occupancy. The agreement should include a funding guarantee and outreach process, selection and approval criteria for any evaluated NTM measures and an implementation phasing plan.

The final implementation plan, if consensus is reached among the stakeholders, would be subject to review and approval by LADOT's District Office and it would be the Applicant's responsibility to implement any approved NTM measures through the BOE B-permit process.

### **Environmental Conditions**

17. **Implementation.** The Mitigation Monitoring Program (MMP), attached as "Exhibit B" and part of the case file, shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each Project Design Features (PDF) and Mitigation Measure (MM) and shall be obligated to provide certification, as identified below, to the appropriate monitoring and enforcement agencies that each PDF and MM has been implemented. The Applicant shall maintain records demonstrating compliance with each PDF and MM. Such records shall be made available to the City upon request.
18. **Construction Monitor.** During the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of PDFs and MMs during construction activities consistent with the monitoring phase and frequency set forth in this MMP.

The Construction Monitor shall also prepare documentation of the Applicant's compliance with the PDFs and MMs during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Compliance Report. The Construction Monitor shall be obligated to immediately report to the Enforcement Agency any non-compliance with the MMs and PDFs within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of notification to the Applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

19. **Substantial Conformance and Modification.** After review and approval of the final MMP by the Lead Agency, minor changes and modifications to the MMP are permitted, but can only be made subject to City approval. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. This flexibility is necessary in light of the nature of the MMP and the need to protect the environment. No changes will be permitted unless the MMP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

The Project shall be in substantial conformance with the PDFs and MMs contained in this MMP. The enforcing departments or agencies may determine substantial conformance with PDFs and MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a PDF or MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the PDFs or MMs. Any addendum or subsequent CEQA clearance shall explain why the PDF or MM is no longer needed, not feasible, or the other basis for modifying or deleting the PDF or MM, and that the modification will not result in a new significant impact consistent with the requirements of CEQA. Under this process, the modification or deletion of a PDF or MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the PDF or MM results in a substantial change to the Project or the non-environmental conditions of approval.

20. **Tribal Cultural Resource Inadvertent Discovery.** In the event that objects or artifacts that may be tribal cultural resources are encountered during the course of any ground disturbance activities (excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, auguring, backfilling, blasting, stripping topsoil or a similar activity), all such activities shall temporarily cease on the Project Site until the potential tribal cultural resources are properly assessed and addressed pursuant to the process set forth below:
  - a. Upon a discovery of a potential tribal cultural resource, the Applicant shall immediately stop all ground disturbance activities and contact the following: (1) all California Native American tribes that have informed the City they are traditionally and culturally affiliated with the geographic area of the proposed project; (2) and the Department of City Planning at (213) 473-9723.
  - b. If the City determines, pursuant to Public Resources Code Section 21074 (a)(2), that the object or artifact appears to be tribal cultural resource, the City shall provide any effected tribe a reasonable period of time, not less than 14 days, to conduct a site visit and make recommendations to the Applicant and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.

- c. The Applicant shall implement the tribe's recommendations if a qualified archaeologist and by a culturally affiliated tribal monitor, both retained by the City and paid for by the Applicant, reasonably concludes that the tribe's recommendations are reasonable and feasible.
- d. The Applicant shall submit a tribal cultural resource monitoring plan to the City that includes all recommendations from the City and any effected tribes that have been reviewed and determined by the qualified archaeologist and by a culturally affiliated tribal monitor to be reasonable and feasible. The Applicant shall not be allowed to recommence ground disturbance activities until this plan is approved by the City.
- e. If the Applicant does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist or by a culturally affiliated tribal monitor, the Applicant may request mediation by a mediator agreed to by the Applicant and the City who has the requisite professional qualifications and experience to mediate such a dispute. The Applicant shall pay any costs associated with the mediation.
- f. The Applicant may recommence ground disturbance activities outside of a specified radius of the discovery site, so long as this radius has been reviewed by the qualified archaeologist and by a culturally affiliated tribal monitor and determined to be reasonable and appropriate.
- g. Copies of any subsequent prehistoric archaeological study, tribal cultural resources study or report, detailing the nature of any significant tribal cultural resources, remedial actions taken, and disposition of any significant tribal cultural resources shall be submitted to the South Central Coastal Information Center (SCCIC) at California State University, Fullerton.

### **Administrative Conditions**

1. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
2. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
3. **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 Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
4. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
5. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

6. **Building Plans.** Page 1 of the grants, and any subsequent pages that include grants, and all of the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety.
7. **Project Plan Modifications.** Any corrections and/or modifications to the project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in Site Plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision-making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
8. **Indemnification and Reimbursement of Litigation Costs.** The 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.