

CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on July 28, 2022)

Pursuant to Sections 12.37 I.3, and 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

Development Conditions

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. **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", except as may be revised as a result of this action.
3. **Parking.** Parking must meet requirements pursuant to LAMC Section 12.21 A.4.
4. **Electric Vehicle Parking.** All vehicular parking shall provide electric vehicle charging spaces and electric vehicle charging stations in compliance with the regulations outlined in Section 99.05.106 of Article 9, Chapter IX of the LAMC.
5. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval. Review and approval of the driveways should be coordinated with DOT's Citywide Planning Coordination Section (201 North Figueroa Street, 5th Floor, Room 550, at 213-482-7024).

Waiver of Dedication and/or Improvement Conditions

6. **Waiver of Dedication and Street Widening.** No street widening or improvements associated with street widening shall be required along North Seward Street.
7. **Improvements.** All improvements otherwise requested by the Bureau of Engineering or other agencies shall be provided.

Site Plan Review Conditions

8. **Materials.** A variety of high-quality exterior building materials, consistent with Exhibit A, shall be used. Substitutes of an equal quality shall be permitted, to the satisfaction of the Department of City Planning.
9. **Pedestrian Access.** The project shall maintain at least one pedestrian pathway to and from the building entrance along North Seward Street. There shall be a direct, linear pathway from the street to the entrance.
10. **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.
11. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view. The transformer(s), if located at-grade and facing the public right-of-way, shall be screened with landscaping and/or materials consistent with the building façade on all exposed sides (those not adjacent to a building wall).

12. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, walkways, common open space and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
13. **Landscaping.**
 - a. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning.
 - 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.
 - i. Shrubs, perennials, and ground cover shall require a minimum soil depth of as follows:
 - (1) A minimum depth with a height ranging from 15 to 40 feet shall be 42 inches.
 - (2) A minimum depth with a height ranging from 9 to 15 feet shall be 36 inches.
 - (3) A minimum depth with a height ranging from 1 to 8 feet shall be 24 inches.
 - (4) A minimum depth with a height less than 1 foot shall be 18 inches.
 - (5) A minimum depth of an extensive green roof shall be 3 inches.
 - ii. Trees shall have a minimum soil depth of 42 inches.
 - iii. The minimum amount of soil volume for tree wells on the rooftop or any above grade open spaces shall be based on the size of the tree at maturity:
 - (1) 220 cubic feet for trees with a canopy diameter ranging from 15 to 19 feet.
 - (2) 400 cubic feet for trees with a canopy diameter ranging from 20 to 24 feet.
 - (3) 620 cubic feet for trees with a canopy diameter ranging from 25 to 29 feet.
 - (4) 900 cubic feet for trees with a canopy diameter ranging from 30 to 34 feet.
14. **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.
15. **Trash.** All trash collection and storage areas shall be located on-site and not visible from the public right-of-way. Trash and recycle receptacles shall be stored within a fully enclosed portion of the building at all times.
16. **Sustainability.** 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.

Environmental Conditions

Mitigation Measures

17. **Noise.** During all Project Site demolition, grading/excavation, foundation and building construction, the construction contractors shall install a temporary, continuous sound barrier along the western boundary of the Project Site. The barrier shall be tall enough to

break the line-of-site between construction activity and the adjacent library and residential use, and be constructed of materials achieving a Transmission Loss (TL) value of at least 14 dBA, such as ½ inch plywood. The supporting structure shall be engineered and erected according to applicable codes.

The construction contractor shall not use large bulldozer, or caisson drill within 80 feet of the façade of the residential use located west of the Project Site at 716 North June Street and within 63 feet of the façade of the John C. Fremont Branch Library located west of the Project Site.

The construction contractor shall not use large excavators, bulldozers, or caisson drills within 21 feet of the John C. Fremont Branch Library west of the Project boundary, within 15 feet of the commercial building directly adjacent to the north of the Project boundary and the residential building located west of the Project boundary.

18. **Traffic.** The Project shall incorporate the following Transportation Demand Management strategies as part of the ongoing Project operations:

- **Education and Encouragement – Promotions and Marketing –** This strategy involves the use of marketing and promotional tools to educate and inform travelers about site-specific transportation options and the effects of their travel choices. This strategy includes passive education and promotional materials, such as posters, information boards or a website with information that a traveler could choose to read at their own leisure. All employees will be included in this TDM strategy.
- **Commute Reductions – Alternative Work Schedules and Telecommute Program –** This strategy encourages employees to work alternative schedules or telecommute, including staggered start times, flexible schedules, or compressed work weeks. A minimum 25% of the employees will be participating in this program.
- **Commute Trip Reductions – Ride Share Program –** This strategy increases vehicle occupancy by providing ride-share matching services, designated preferred parking for ride-share participants, designing adequate passenger loading/unloading and waiting areas for ride-share vehicles and providing a website or message board to connect riders and coordinate rides. A minimum of 10% of the employees will be eligible.

Administrative Conditions

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. **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.

21. **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.
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. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.