

CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on November 17, 2022)

Pursuant to Sections 12.24 U.26, 12.22 A.25, 16.05, and 12.37 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 362 dwelling units, including affordable units.
3. **Affordable Units:** A minimum of 41 units, equal to a minimum of 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 LAHD to make 17 percent of the site's base density units, equal to 41 units, available to Very Low Income households, for sale or rental as determined to be affordable to such households by LAHD 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 LAHD, and in consideration of the project's SB 8 Determination Letter, dated April 25, 2022. Enforcement of the terms of said covenant shall be the responsibility of LAHD. The applicant will present a copy of the recorded covenant to Los Angeles 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 LAHD.
5. **Incentives:**
 - a. Floor Area Ratio. The project is permitted a maximum FAR of 3.85:1.
 - b. Open Space. The project is permitted a 26 percent reduction in the required amount of open space.
 - c. Space Between Buildings. The project is permitted to provide zero-foot separation between buildings, in lieu of the otherwise required space pursuant to LAMC Section 12.21 C.2.
6. **Parking:**
 - a. Minimum residential automobile parking shall be provided consistent with the provisions of Section 65915 of the California Government Code and/or the LAMC.

- b. Minimum commercial automobile parking shall be provided consistent with the provisions of the LAMC.
- c. 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 different 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 by Section 65915 of the California Government Code and/or LAMC Section 12.22 A.25.
- d. Bicycle Parking. Residential bicycle parking shall be provided consistent with LAMC 12.21 A.16.
- e. 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 LAHD.
- f. All vehicular parking shall provide electric vehicle charging spaces and electric vehicle charging stations in compliance with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.
- g. All vehicle parking spaces in excess of the minimum amount required by the LAMC shall have electric vehicle chargers installed prior to the issuance of the certificate of occupancy.

Site Plan Review Conditions

7. Design:

- a. All building façades shall utilize a minimum of two different materials. Windows, doors, balcony railings, decorative features (such as light fixtures, planters, etc.), and perimeter walls (e.g. walls along a street that are not a part of the building) are excluded from meeting this requirement.
- b. Along the project's ground floor street frontage along Sepulveda Boulevard, there shall be no less than a total of 50 horizontal feet of doors, windows, and/or other transparent glazing, excluding the existing Dinah's restaurant building to remain. Along the project's ground floor façade facing Centinela Avenue, there shall be no less than a total of 100 horizontal feet of doors, windows, and/or other transparent glazing. To meet these requirements, glazing shall be a minimum of six feet in height. Vehicle gates and non-transparent doors shall not count towards meeting these requirements.
- c. Outdoor private patios serving individual residential units shall total a minimum of 350 feet in width along the project's ground floor street frontage facing Centinela Avenue.
- d. The project shall provide a central outdoor courtyard of at least 14,000 square feet on the fourth floor and a roof deck of at least 1,000 square feet, 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. **Parking.** With the exception of vehicle and pedestrian entrances and air grilles, any aboveground vehicle parking shall be completely enclosed along all sides of the building.
10. **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 91 trees on-site and in the public right-of-way, as depicted on the plans in Exhibit A.
11. **Signage.** On-site signs shall comply with the Municipal Code. Signage rights are not part of this approval.
12. **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.
13. **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.
14. **Solar Energy Infrastructure.** 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.
15. **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.
16. **Sustainability.** The project shall be developed to LEED Silver or equivalent rating.

Waiver of Dedications and Improvements Conditions

17. **Dedications and Improvements.** No dedications and associated widening improvements shall be required for the western side of Sepulveda Boulevard along the project's street frontage. The project shall implement all other required dedications and improvements to the satisfaction of the Bureau of Engineering.

Administrative Conditions

18. **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.
19. **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.
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. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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.

28. **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.