

CONDITIONS OF APPROVAL

(As modified by the PLUM Committee on April 18, 2023)

Pursuant to Section 12.24 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

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. The use and development of the property shall be in substantial conformance with the plot plan and floor plan submitted with the application, and revised tree preservation and landscape plan, and marked Exhibit "A", except as may be revised as a result of this action.
3. 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 Director to impose additional corrective Conditions, if, in the Director's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. 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.
5. 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 Department of City Planning and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.
6. Prior to the effectuation of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file.
7. Authorized herein is the construction, use and maintenance of three (3) buildings to be used for manufacturing, light industrial (including studio production/movie/television/sound production), or warehousing, with a total floor area of approximately 273,500 square feet.
8. **Solar Energy Panels.** The project shall comply with Section 99.05.211.1 of the LAMC.
9. **Electric Vehicle Parking.** All automobile parking spaces shall provide electric vehicle charging spaces (EV Spaces) and electric vehicle charging stations (EVCS) consistent with the regulations outlined in Section 99.05.106 of Article 9, Chapter IX of the LAMC.
10. **Tree Preservation and Landscape Plan.**
 - a. A total of 28 trees along the perimeter of the site shall be preserved, which includes 17 significant size trees as identified in the Hunter Tree Preservation and Landscape Plan dated April 6, 2023.
 - b. All trees to be preserved shall be protected during grading and construction with orange fencing outlining the drip line of each tree.
 - c. No construction vehicles, equipment, or debris shall be located within the protective fencing area.

- d. Trees shall be installed and maintained in substantial conformance with the Hunter Tree Preservation and Landscape Plan dated April 6, 2023.

Mitigations Measures

11. **Construction Traffic Management Plan.** Prior to the start of construction, a Construction Traffic Management Plan (CTMP) shall be submitted to LADOT for review and approval. The CTMP will include a Worksite Traffic Control Plan, which will facilitate traffic and pedestrian movement, and minimize the potential conflicts between construction activities, street traffic, bicycles, and pedestrians. The CTMP will include, but not limited to, the following measures:

- Maintaining access for land uses in the vicinity of the Project Site during construction.
- Schedule construction materials deliveries during off-peak periods to the extent practical.
- Organize deliveries and staging of all equipment and materials in the most efficient manner possible, and on-site where possible, to avoid an impact to surrounding roadways.
- Coordinate deliveries to ensure trucks do not wait to unload or load and impact surrounding roadways, and if needed, utilize an off-site staging area.
- Control truck and vehicle access to the Project Site with flagmen.
- Limit lane closures to the maximum extent possible and avoid peak period hours to the extent possible. Where such closures are necessary, the Worksite Traffic Control Plan will identify the location of lane closures and identify all traffic control measures, signs, delineators, and work instructions to be implemented by the construction contractor through the duration of demolition and construction activity.
- Parking for construction workers will be provided either on-site or at off-site, off-street locations.

12. **Tribal Cultural Resources.** In the event that any tribal cultural resources are discovered during Project construction activities, all work in the immediate vicinity of the find shall cease and the following process shall be followed:

- a. Upon the discovery of a potential tribal cultural resource, the Applicant or its successor, shall immediately stop all ground disturbing 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 Project; and (2) the Department of City Planning, Office of Historic Resources (OHR).
- b. If OHR determines, pursuant to Public Resources Code Section 21074(a)(2), that the object or artifact appears to be a tribal cultural resource in its discretion and supported by substantial evidence, the City shall provide any affected tribe a reasonable period of time, not less than 14 days, to conduct a site visit and make recommendations to the Applicant, or its successor, and the City regarding the monitoring of future ground disturbing activities, as well as the treatment and disposition of any discovered tribal cultural resources.
- c. The Applicant, or its successor, shall implement the tribe's recommendations if a qualified archaeologist retained by the City and paid for by the Applicant, or its successor, reasonably concludes that the tribe's recommendations are reasonable and feasible.
- d. In addition to any recommendations from the applicable tribe(s), a qualified archaeologist shall develop a list of actions that shall be taken to avoid or minimize impacts to the identified tribal cultural resources substantially consistent with the best practices identified by the Native American Heritage Commission and in compliance with any applicable federal, state, or local laws or regulations.

- e. If the Applicant, or its successor, does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist, the Applicant, or its successor, may request mediation by a mediator agreed to by the Applicant, or its successor, and the City. The mediator must have the requisite professional qualifications and experience to mediate such a dispute. The City shall make the determination as to whether the mediator is at least minimally qualified to mediate the dispute. After making a reasonable effort to mediate this particular dispute, the City may: (1) require the recommendation be implemented as originally proposed by the archaeologist; (2) require the recommendation, as modified by the City, be implemented as long it is at least as equally effective to mitigate a potentially significant impact; (3) require a substitute recommendation be implemented that is at least as equally effective to mitigate a potentially significant impact to a tribal cultural resource; or (4) not require the recommendation be implemented because it is not necessary to mitigate any significant impacts to tribal cultural resources. The Applicant, or its successor, shall pay all costs and fees associated with the mediation.
- f. The Applicant, or its successor, may recommence ground disturbing activities outside of the specified radius of the discovery site, so long as this radius has been reviewed by the qualified archaeologist and determined to be reasonable and appropriate.
- g. The Applicant, or its successor, may recommence ground disturbing activities inside of the specified radius of the discovery site only after it has complied with all of the recommendations developed and approved pursuant to the process set forth in items 2 through 5, above.
- h. Copies of any subsequent prehistoric archaeological study or 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, and the Native American Heritage Commission for inclusion in its Sacred Lands File.
- i. Notwithstanding item 8, above, any information that the Department of City Planning, in consultation with the City Attorney's Office, determines to be confidential in nature shall be excluded from submission to the SCCIC and not provided to the public under the applicable provisions of the California Public Records Act, California Public Resources Code, Section 6254, and shall be handled in compliance with the City's AB 52 Confidentiality Protocols.

Administrative Conditions

- 12. **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.
- 13. **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.
- 14. **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.

15. **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.
16. **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.
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. **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.
19. **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.
20. **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.