

## CONDITIONS OF APPROVAL

Pursuant to Sections 12.24-U,26 ,12.22-A,25, 12.28, and 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

### A. Development Conditions

#### Density Bonus

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans, submitted by the applicant, stamped "Exhibit A," dated June 11, 2023 and attached to the subject case file.
2. **Residential Density.** The project shall be limited to a maximum density of 184 dwelling units, including the on-site restricted affordable units.
3. **On-Site Restricted Affordable Units.**
  - a. A minimum of 73 percent (or 47 units) of the base dwelling units permitted in the R3 Zone, shall be reserved as affordable units, as defined by the State Density Bonus Law per Government Code Section 65915©(2).
  - b. **Changes in Restricted Units.** Deviations that increase the number of restricted affordable units or that change the composition of units or change parking numbers 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 the Los Angeles Housing and Community Investment Department (HCIDLA) to make 73 percent (47 units) of the site's base density units available to Very Low Income Households, for sale or rental as determined to be affordable to such Households by HCIDLA 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 HCIDLA. Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. The applicant shall present a copy of the recorded covenant to the Department of 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 the HCIDLA. Refer to the Density Bonus Legislation Background section of this determination for more information.
5. **Incentives.**
  - a. **Increased Floor Area Ratio (FAR) (On-Menu)** – to allow a 22 percent increase in the allowable Floor Area Ratio to allow a Floor Area Ratio of 3.67:1 in lieu of the 3.0:1 FAR permitted in the R3-1 zone; and
  - b. **Lot Area Calculation (On-Menu)** - The proposed project is required to dedicate land for street purposes. The applicant is requesting an on-menu incentive to permit the area of land required to be dedicated for street or alley purposes to be included as lot area for the purposes of calculating the maximum density permitted by the R3 zone pursuant to LAMC Section 12.22.A.25; and

- c. **Reduced and Tandem Automobile Parking (Off-Menu)** – Pursuant to LAMC Section 12.21.A.4 the proposed project is required to provide 215 automobile parking spaces. The applicant is requesting an off-menu incentive to permit 103 automobile parking spaces, including 18 tandems, pursuant to LAMC Section 12.22-A.25. Forty-two (42) of the existing parking spaces on the site, currently servicing the adjacent facility on the site, will be removed and replaced as part of the project.

## 6. **Waivers of Development Standards.**

- a. **Reduced East Side Yard** – to allow a 50 percent decrease in required east side yard setback to allow a 5-foot side yard setback in lieu of the 10 feet required by the R3-1 zone pursuant to LAMC 12.10.C.2;
- b. **Reduced West Side Yard** - to allow a 50 percent decrease in required west side yard setback to allow a 5-foot side yard setback in lieu of the 10 feet required by the R3-1 zone pursuant to LAMC 12.10.C.2;
- c. **Increased Height** - to allow a 41-foot increase in building height to allow up to 86 feet in lieu of the maximum 45 feet allowed in the R3-1 zone;
- d. **Reduction in Open Space** – Pursuant to LAMC Section 12.21.G.2 the proposed project is required to provide 18,525 square feet of open space. The applicant is requesting an on-menu incentive to permit 15,480 square feet of open space pursuant to LAMC Section 12.22.A.25;
- e. **Compact Automobile Parking Stalls** – to allow 10 compact parking stalls and 93 standard stalls in lieu of the 1 standard parking stall per dwelling unit minimum required pursuant to LAMC 12.21.A.

## 7. **Parking.**

- a. **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 HCIDLA.
  - b. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21-A,16. The project provides 129 bicycle spaces (117 long term and 12 short term).
  - c. **Replacement Parking.** The applicant shall sign a Covenant and Agreement agreeing to replace all required parking for the facility sharing the site.
8. **Landscaping.** 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.
9. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval.
10. **Solar.** 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.

11. **Electric Vehicle Parking.** All electric vehicle charging spaces (EV Spaces) and electric vehicle charging stations (EVCS) shall comply with the regulations outlined in Sections 99.04.106 and 99.05.106 of Article 9, Chapter IX of the LAMC.
12. **Construction Generators.** The project construction contractor shall use on-site electrical sources and solar generators to power equipment rather than diesel generators, where feasible.
13. **Materials.** A variety of high quality exterior building materials, consistent with Exhibit A, shall be used. The variety of materials used shall include at least the following: cement plaster finish, aluminum store front system, exterior cladding. Substitutes of an equal quality shall be permitted, to the satisfaction of the Department of City Planning.
14. **Mechanical Equipment.** 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 and/or materials consistent with the building façade on all exposed sides (those not adjacent to a building wall).
15. **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.
16. **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.
17. **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.
18. **Soil Contamination.** The affected soil, as identified in the environmental site assessment for the project, shall be removed by a waste management licensed contractor and disposed of offsite at an approved disposal facility, employing a Soils Management Plan (SMP) by a licensed environmental profession under the direction of a California Professional Geologist. Prior to the issuance of any clearances by the Department of City Planning (DCP), property owners shall provide to DCP a letter from the State Department of Toxic Substances Control (DTSC) that establishes DTSC's satisfaction that the subject site currently meets DTSC requirements for the proposed use or, alternatively, that establishes DTSC's satisfaction with the property owner's contamination testing plan for the proposed use.

#### **B. Administrative Conditions**

18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
25. **Department of Water and Power.** Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Rules Governing Water and Electric Service. Any corrections and/or modifications to plans made subsequent to this determination in order to accommodate changes to the project due to the under-grounding of utility lines, that are outside of substantial compliance or that affect any part of the exterior design or appearance of the project as approved by the Director, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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 (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.