

CONDITIONS OF APPROVAL

(As modified by the City Planning Commission on February 13, 2020)

Pursuant to LAMC Sections 13.08, 12.21 G and 16.05, the following conditions are hereby imposed upon the use of the subject property.

Development 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 January 24, 2020. No change to the plans will be made without prior review by the Department of City Planning, 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.
2. **Condition Clearance.** Prior to sign-off on building permits by the Department of City Planning for the project, the Department of City Planning's Major Projects Section shall confirm, via signature, that the project's building plans substantially conform to the conceptual plans stamped as Exhibit "A", as approved by the City Planning Commission (CPC). Specifically, the distinct architectural features of the building design shall be consistent with the renderings presented to the City Planning Commission on February 13, 2020, and include but not be limited to the following:
 - a. Projecting Facades;
 - b. Off-set recesses and window features; and
 - c. Building materials as shown on the elevations.

Any substantial deviations from the conceptual plans stamped as Exhibit A would require review by the CPC.

Note: The plans presented to, and approved by, the CPC included specific architectural details that were incorporated in the approval of the project. Plans submitted during Plan Check for conditions clearance shall include a signature and stamped date from Major Projects planning staff to ensure that plans are consistent with those presented at CPC.

3. **Residential Density.** The project shall be limited to a maximum density of 680 residential units of which 6.6 percent shall be set-aside/restricted for Workforce Housing units.
 - a. 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 45 dwelling units, or 6.6 percent of the total residential units, if less than 680 residential units are constructed on the Site, available to Workforce Households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years. Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. The Applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file.
4. **Broadway Streetscape.** The Applicant shall provide infrastructure, landscaping, and lighting along the Broadway frontage of the Project consistent with the Broadway Streetscape Plan.

5. **Broadway Community Design Overlay.** Plans shall reflect that the Project is consistent with the following:
- a. **Tower.** Any portion of the Project's tower element that exceeds 150 feet in height, shall front the eastern portion of the site along Spring Street and shall not front the Broadway site property line. The tower element that exceeds 150 feet in height shall be in substantial conformance with Exhibit A, dated January 24, 2020.
 - b. **Ground Floor Windows.** Ground floor windows and exterior doors shall use clear, non-reflective glass. Ground floor glass and materials shall, to the greatest extent practicable, be graffiti-resistant.
 - c. **Signage.** The building shall not be modified to accommodate corporate architectural identity. All signage would be required to comply with the Historic Broadway Sign Supplemental Use District.
 - i. This CDO Plan Approval does not include approval of any signage. Any applications for signage shall be submitted to the Department of City Planning, Central Project Planning Division for approval pursuant to Section 7 of the Historic Broadway Sign Supplemental Use District.
 - ii. No signs, including but not limited to, temporary sign banners (including leasing signs), feather/sail signs, window signs or exterior merchandise display signs shall be permitted on the street facing facades of the subject property without subsequent approval.
 - d. **Security Grilles.** If included, all security grilles shall be transparent. The mechanical housing of exterior security grilles shall be appropriately screened. Final plans shall include details of security grilles, if proposed, and sections showing location and screening of mechanical housing.
 - e. **Lighting.** The ground floor and other exterior lighting shall be detailed in the final plans. The entryways shall be illuminated to distinguish the entrance, accent it and enhance pedestrian safety. The Applicant shall illuminate the ground floor commercial space from within, both during and after business hours, to the greatest extent possible. The storefront and sidewalk shall provide down-cast or other lighting to illuminate both features to the greatest extent possible. The building's architectural features shall be illuminated to the greatest extent possible, by accent up-lights directed on ledges, lights on entry arches, or other highlighting illumination for architectural details. Exterior lighting shall be low-voltage and shielded to prevent glare to adjacent properties, and shall not direct light off-site. Intense lighting that is used solely for advertising purposes or lighting that uses flashing, strobe, motion, or multi-color elements shall not be used.
 - f. **Mechanical Equipment.** No mechanical equipment, such as air conditioner units, window vents, fans, etc., shall project beyond any window facing Broadway. Any rooftop or other mechanical equipment such as HVAC, satellite dishes, exhaust fans, solar panels, etc., shall be screened from the view to the greatest extent possible. All screening, excluding the parapet "crown" surrounding the roof of the building, shall be setback at least five feet from the edge of the building. Any other equipment,

such as rain gutters, spouts, electrical conduits, etc., shall also be screened to the greatest extent practicable, painted to match building colors if necessary.

- g. **Telecommunications.** No new wireless telecommunications facilities are permitted without additional approval.
- h. **Outdoor Dining.** If included, all new outdoor dining enclosure shall be designed to be compatible with the applicable Broadway Design Guidelines and Standards.
- i. **Paseo.** The public paseo shall be developed in substantial conformance with Sheet L1.09 as shown on Exhibit A, dated January 24, 2020, and shall:
 - i. Remain be open and accessible to the public from sunrise to sunset, seven (7) days a week. No motorized vehicles shall be permitted, except for emergency vehicles used during an emergency; and
 - ii. Be at least 50 percent open to the sky or covered with a transparent material; and
 - iii. Include at least one gathering space with a focal element; and
 - iv. Be maintained in good condition for the life of the Project.
 - v. Any special events within the paseo shall obtain a Temporary Special Event (TSE) Permit from the Los Angeles Department of Building and Safety (LADBS).

Director's Decision Conditions

- 6. **Trees.** The Applicant shall provide a minimum of 85 trees on-site and/or in the parkway, to the satisfaction of Urban Forestry.
- 7. **In-Lieu Fee.** In accordance with Ordinance No. 185,573 an in-lieu fee shall be paid to cover the cost to procure and plant each required tree that cannot be accommodated on-site.

Site Plan Review Conditions

- 8. **Parking.**
 - a. **Vehicle Parking.** The minimum number of residential and commercial automobile parking spaces shall be provided as required by LAMC Section 12.21 A.4(a), (i), and (p). Up to 30 percent of the required automobile parking for commercial uses and 15 percent of the required automobile parking for residential uses may be replaced by bicycle parking at a ratio of one vehicle parking space for every four bicycle parking spaces provided.
 - b. **Unbundled Parking.** Residential parking shall be unbundled from the cost of the units.
 - c. **Electric Vehicle Parking.**

11. **Tree Maintenance.** All newly planted trees must be appropriately sized, staked, and tied; provided with a watering moat; and shall be properly watered and maintained.
 - a. 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.
 - b. 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.
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. **Trash/Storage.**
 - a. All trash collection and storage areas shall be located on-site and not more than incidentally visible from the public right-of-way.
 - b. Trash receptacles shall be stored in a fully enclosed building or structure, constructed with a solid roof, at all times.
 - c. Trash/recycling containers shall be locked when not in use.
14. **Lighting.**
 - a. Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.
 - b. Areas where nighttime uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel.
 - c. All pedestrian walkways, storefront entrances, and vehicular access ways shall be illuminated with lighting fixtures.
 - d. Lighting fixtures shall be harmonious with the building design. Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the building to provide illumination to pedestrians and motorists.
15. **Glare.** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or low-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.
16. **Reflectivity.** Glass used in building façades above the ground floor shall be low-reflective or treated with an anti-reflective coating in order to minimize glare from reflected sunlight.

17. **Construction Generators.** The Project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. Where power poles are available, electricity from power poles and/or solar-powered generators rather than temporary diesel or gasoline generators shall be used during construction. In particular, solar-powered generators shall be used for the construction trailer(s) on-site and be located as far away from sensitive uses as feasible.
18. **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.
19. **Utilities.** All utilities shall be fully screened from view of any abutting properties and the public right-of-way.
20. **Signage.**
 - i. Signage shall comply with LAMC Sections 12.14.1.2 and Article 4.4 Section 14.4.
 - ii. There shall be no off-site commercial signage on construction fencing during construction.
21. Prior to the issuance of the building permit, a copy of the letter of decision for Case No.VTT-74320 shall be submitted to the satisfaction of the Development Services Center.

Environmental Conditions

22. **Mitigation Monitoring Program.** The project shall be in substantial conformance with the mitigation measures in the attached MMP and stamped Exhibit C and attached to the subject case file. The implementing and enforcing agencies may determine substantial conformance with mitigation measures in the MMP. If substantial conformance results in effectively deleting or modifying the mitigation measure, the Director of Planning shall provide a written justification supported by substantial evidence as to why the mitigation measure, in whole or in part, is no longer needed and its effective deletion or modification will not result in a new significant impact or a more severe impact to a previously identified significant impact.

If the project is not in substantial conformance to the adopted mitigation measures or MMP, a modification or deletion shall be treated as a new discretionary action under CEQA Guidelines, Section 15162(c) and will require preparation of an addendum or subsequent CEQA clearance. Under this process, the modification or deletion of a mitigation measure shall not require a Zone Change unless the Director of Planning also finds that the change to the mitigation measures results in a substantial change to the project or the non-environmental conditions of approval.

23. **Mitigation 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 project design features and mitigation measures 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 project design features and mitigation measures 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 mitigation measures and project design features 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.

24. 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 activities¹, 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:

- Upon a discovery of a potential tribal cultural resource, the project Permittee 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.
- 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 Project Permittee and the City regarding the monitoring of future ground disturbance activities, as well as the treatment and disposition of any discovered tribal cultural resources.
- The project Permittee shall implement the tribe's recommendations if a qualified archaeologist, retained by the City and paid for by the project Permittee, reasonably concludes that the tribe's recommendations are reasonable and feasible.
- The project Permittee shall submit a tribal cultural resource monitoring plan to the City that includes all recommendations from the City and any affected tribes that have been reviewed and determined by the qualified archaeologist to be reasonable and feasible. The project Permittee shall not be allowed to recommence ground disturbance activities until this plan is approved by the City.
- If the project Permittee does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist, the project Permittee may request mediation by a mediator agreed to by the Permittee and the City who has the requisite professional qualifications and experience to mediate such a dispute. The project Permittee shall pay any costs associated with the mediation.
- The project Permittee 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 determined to be reasonable and appropriate.
- 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

¹ Ground disturbance activities shall include the following: excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, pounding posts, augering, backfilling, blasting, stripping topsoil or a similar activity.

shall be submitted to the South Central Coastal Information Center (SCCIC) at California State University, Fullerton.

- Notwithstanding the above, any information determined to be confidential in nature, by the City Attorney's office, shall be excluded from submission to the SCCIC or the general public under the applicable provisions of the California Public Records Act, California Public Resources Code, and shall comply with the City's AB 52 Confidentiality Protocols.

25. **Los Angeles Public Library.** As required by the City of Los Angeles Public Library (LAPL), the Applicant is required to pay a per capita fee of \$200.00 to LAPL, to be used for staff, books, computers, and other library materials. Fees shall be paid prior to issuance of a building permit.

Administrative Conditions

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.
32. **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.

33. 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.