

CONDITIONS OF APPROVAL

Entitlement Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, labeled Exhibit "A", dated March 7, 2025, and attached to the subject case file. No change to the plans shall be made without prior review by the Department of City Planning, Valley Project Planning Bureau, 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, the project conditions, or the project permit authorization.
2. **Residential Density.** The project shall be limited to a maximum density of 45 residential dwelling units, including On-Site Restricted Affordable Units.
3. **On-site Restricted Affordable Units.** Eight (8) units shall be reserved for Very Low Income Household, as defined by the California Government Code Section 65915 and by the Los Angeles Housing Department (LAHD). In the event the SB 8 Replacement Unit condition requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.
4. **Changes in On-Site Restricted Units.** Deviations that increase the number of On-Site Restricted Units or that change the composition of units or parking numbers shall be consistent with LAMC Section 12.22 A.25.
5. **Housing Requirements.** Prior to the issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing Department (LAHD) to make eight (8) units available to Very Low Income Households or equal to 18 percent of the project's total proposed residential density allowed, 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, the number of required reserved on-site Restricted Units may not be adjusted. A new entitlement will be required to adjust the number of required reserved on-site Restricted Units. Enforcement of the terms of said covenant shall be the responsibility of LAHD. The applicant shall submit 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 LAHD.

Unless otherwise required by state or federal law, the project shall provide an onsite building manager's unit, which the owner shall designate in the covenant. The Owner may not use an affordable restricted unit for the manager's unit.

6. **Use.** A project shall be limited to 3,400 square feet of commercial spaces and 42,560 square feet of residential uses.
7. **Use Limitations and Restrictions:**
 - a. At minimum 75 percent (64 feet 10 inches) of the frontage of a building, excluding the frontage along vehicular access to on-site parking, shall be devoted to retail uses or any Pedestrian Serving Use -Tier I.
 - b. Nonreflective glass shall be installed to allow maximum visibility from sidewalk along Ventura Boulevard into interior of buildings. Window displays shall be

conformed with sign requirements of this Specific Plan and the Los Angeles Municipal Code.

- c. **Wall Frontage.** The project shall provide 85 percent of the Ventura Boulevard wall frontage as window space, display case, or public art.
8. **Floor Area.** The project shall be limited to a maximum floor area of 45,960 square feet and FAR of 2.3:1.
9. **Height.** The height of the building shall be limited to 62 feet, as shown on the project plans, Exhibit "A", attached to the subject case file.
10. **Front Yard Setback.** The project shall provide minimum front yard setbacks of 4 feet 6 inches.
11. **Side Yard Setback.** The project shall provide minimum side yard setbacks of eight (8) feet.
12. **Rear Yard Setback.** The project shall provide a minimum rear yard setback of 20 feet.
13. **Open Space.** The project shall provide a minimum of 6,390 square feet of usable open space.
14. **Mechanical and Rooftop Equipment Screening.** No mechanical or rooftop equipment shall be visible from Ventura Boulevard, and shall be screened behind architectural elements.
15. **Lot Coverage.** Lot coverage shall not exceed 73 percent of the lot before the dedication.
16. **Parking.**
 - a. **Automobile Parking for Residential Uses.** Based upon the number and type of dwelling units proposed a minimum 57 parking spaces. Vehicle parking shall be provided consistent with LAMC Section 12.22 A.25, Parking Option 1, which parks the non-affordable unit(s) per LAMC Section 12.21 A.4 and reduces only the Restricted Affordable Units to one on-site parking space. The project proposes to provide 63 total parking spaces.
 - b. **Adjustment of Parking.** In the event that the number of Restricted Affordable Units should increase, or the composition of such units should change (i.e., the number of bedrooms, or the number of units made available to Senior Citizens and/or Disabled Persons), or the applicant selects another Parking Option (including Bicycle Parking Ordinance) 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 above.
 - c. **Automobile Parking for Commercial Uses.** The Project shall provide a total of 14 parking spaces. At a minimum, automobile parking shall be provided in accordance with the Ventura-Cahuenga Boulevard Corridor Specific Plan, pursuant to Section 7.F.1 of the Specific Plan.
 - d. **Bicycle Parking.** Bicycle parking shall be provided in compliance with LAMC Section 12.21 A.16.

- e. **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, to the satisfaction of the Department of Building and Safety.
17. **Landscaping.** A landscape plan shall be submitted to show additional plantings in the parking area, and ensure that:
- a. A minimum 18-inch setback along the front lot line shall be fully landscaped.
 - b. At least 60 percent (247 square feet) of all Front Yards or front setbacks in excess of 18 inches shall be landscaped and the remainder shall be finished to City standards for sidewalks, or finished with other paving materials, including concrete pavers, brick masonry pavers.
 - c. The applicant shall maintain the landscape in a good, healthy condition by performing daily maintenance, removing trash, and replacing any dead plant materials, broken irrigation sprinklers and watering devices.
 - d. **Certification of Landscape Installation.** Prior to obtaining a Certificate of Occupancy, the project architect, landscape architect, or engineer shall certify in a letter to the Department of City Planning and to the Department of Building and Safety that the approved landscape plan has been implemented.
18. **Sign Program.** Prior to issuance of any sign permit, each future tenant/applicant shall submit two (2) copies of sign plans to the Department of Planning for review and approval.
- a. The plans shall include a detailed Site Plan and Elevations showing sign placement, storefront width, sign colors, materials, dimensions and copy.
 - b. The type, style, design, colors and materials of the signs shall be compatible and be consistent throughout the building.
 - c. Written evidence of review by the property owner regarding the proposed location, colors, materials, and design (and any recommendations thereto), shall be submitted as part of the application.
 - d. The maximum amount of wall signage on the building shall not exceed 220 square feet. Prior to clearance, a sign inventory shall be submitted identifying the size and location of all the signs on the building.
 - e. The future signs, shall be channel letters and shall conform to the following:
 - i. No wall sign may project from a building face more than 12 inches, or above the lowest elevation of the roof eave visible from the street.
 - ii. Exposed raceway must be approved by Owner and shall be painted to match the façade.
 - iii. No decals shall be visible except as required by local codes and ordinances (including U.L. as required).
 - iv. No animated, flashing or audible signs shall be permitted.

- v. All sign drawings shall be subject to review by landlord prior to submittal for Planning Department approval. Tenant/applicant shall submit two copies of sign plan for approval.

1. The dimensions of the sign and backer panel for each tenant shall not exceed the dimensions below:

Sign #	Space Name	Sign Type	Sign Area
1	Retail 1	Wall Sign	30 square feet
2	Retail 2	Wall Sign	30 square feet
Total Signage			60 square feet

- f. **Window Signs.** All Window signs shall not exceed 10% of the window they occupy and be limited to the store name, store hours, security signs, or logos, and holiday paintings only, provided they are not placed in the window more than 30 business days before a holiday and are removed within ten business days after the holiday.
- g. **Projecting Sign.** No more than one projecting sign shall be permitted for each building. Notwithstanding LAMC Section 91.6209(d)(2) to the contrary, no wall sign may project from a building face more than 12 inches, or above the lowest elevation of the roof eave visible from the street and projecting sign shall be limited to 16 square feet.
- h. **Construction Sign.** This approval shall permit the installation of one (1) non-illuminated construction sign of no more than 25 square feet in sign area and no more than 15 feet in height. Any construction sign shall be removed prior to the issuance of a certificate of occupancy or within 30 days of completion of the project, whichever is sooner.
- i. **Temporary Banners.** This approval shall permit the installation of one (1) banner at any given time of no more than 100 square feet in size. No more than two (2) banners per year per site shall be permitted. Banners shall only be permitted to announce special events associated with seasonal holidays. A banner shall not be installed more than 30 days prior to the event and must be removed within 10 days following the event.
- j. **Illegal Signs.** Prior to the Department of Building and Safety issuance of a final sign-off on any sign approved, any existing exterior signs, temporary banners, window signs, and signs used for advertising products, merchandise and services which are not permitted by the Ventura-Cahuenga Boulevard Corridor Specific Plan shall be removed from the business or multi-tenant storefronts by the respective tenants, property manager, or the property owner.
19. **Project Impact Assessment Fee.** Prior to Planning clearance, the applicant shall meet with the Department of Transportation (DOT) for assessment of this project. A "Project Impact Assessment" (PIA) fee may be required and paid to the satisfaction of DOT for the purpose of funding the Specific Plan improvements and services, as well as pedestrian improvements which are intended to mitigate the cumulative impacts of new developments within the Specific Plan area.

NOTE: PIA fees to be paid are subject to change due to increases to the Annual Indexing as determined by the DOT.

20. **Lighting.** Lighting should be directed onto the site, and be adequately aimed and shielded so as to not spill over onto adjacent properties, especially into areas planned and zoned for residential uses.
21. **Streetscape Improvement.** All off-site landscaping and improvement shall be completed in conformance with the Encino Streetscape Design Guidelines and to the satisfaction of the Urban Forestry Division.
22. **Specific Plan Covenant and Agreement.** A Covenant and Agreement shall be recorded with the Los Angeles County Recorder acknowledging the contents and limitations of the Ventura/Cahuenga Boulevard Corridor Specific Plan, as well as the conditions of approval established herein. The Covenant and Agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assigns and shall be submitted to the Department of City Planning for approval prior to being recorded. After recording, a copy bearing the County Recorder's number and date shall be provided to the Department of City Planning for attachment to the administrative file.
23. **Modifications.** Any modifications, change of use, or increase in floor area of the property shall be cause for separate discretionary review pursuant to the definition of a Project per the Specific Plan, and Section 11.5.7 of the LAMC and other applicable statutory requirements.
24. **Solar-Ready Buildings.** 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.
25. **Solar Power.** The project shall provide Photovoltaic Collectors for a Solar Hot Water System or photovoltaic provisions as required to comply with the 2019 California Energy Code for Solar Ready Buildings (Section 110.10) to be maintained for the life of the project.
26. **Solar and Electric Generator.** Generators used during the construction process shall be electric or solar powered. Solar generator and electric generator equipment shall be located as far away from sensitive uses as feasible.
27. **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.
28. **Utility Connections.** New utility connections shall be undergrounded to the maximum extent feasible.

Administrative Conditions

29. **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.

30. **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.
31. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
32. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
33. **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.
34. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
35. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.
36. **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 (b).
- e. If the City determines it necessary to protect the City's interests, 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, commission, 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.