

## CONDITIONS OF APPROVAL

### Entitlement Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials stamped "Exhibit A" and attached to the subject case file. 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, with each change being identified and justified in writing. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Use.** Approved herein is the construction, use, and operation of a mixed-use building consisting of ground floor retail uses and a self-storage use.
3. **Height.** The proposed project shall be limited to a maximum height of 44 feet 3 inches per Exhibit A.
4. **Floor Area Ratio ("FAR").** The project site shall be limited to a maximum FAR of 2.1:1 or approximately 301,125 square feet, comprised of existing and proposed floor area. The proposed project shall be limited to 82,324 square feet, per Exhibit A.
5. **Automobile Parking.** The project shall be permitted to provide a minimum of zero parking spaces pursuant to California Government Code Section 65863.2 (AB 2097). Seventy (70) parking spaces are provided, as shown in Exhibit A.
6. **Bicycle Parking.** Bicycle parking shall be provided in conformance with the Los Angeles Municipal Code ("LAMC").
7. **Signage.** On-site signs shall be limited to the maximum allowable under the LAMC.
8. **Lighting.** All outdoor and parking lighting shall be shielded and down-cast within the site in a manner that prevents the illumination of adjacent public rights-of-way, adjacent properties, and the night sky (unless otherwise required by the Federal Aviation Administration (FAA) or for other public safety purposes).
9. **Landscape Plan.** The landscape plan shall indicate landscape points for the proposed project as required by LAMC 12.40 and Landscape Ordinance Guidelines O. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be landscaped, including an automatic irrigation system, and maintained in accordance with a final landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning. The final landscape plan shall be in substantial conformance with the submitted landscape plan, Exhibit A, and shall incorporate any modifications required as a result of this grant.
10. **Street Trees.** Street trees shall be provided and/or maintained to the satisfaction of the Urban Forestry Division.
11. **Roof Structures.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view from any abutting properties.

12. **Solar-Ready Buildings.** The proposed 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.

**Environmental Conditions**

13. **Mitigation Monitoring Program.** The proposed project shall comply with the adopted Mitigation Monitoring Program in compliance with Appendix J of the State CEQA Guidelines.

14. **MM-TRIBAL-1.**

- a. **Monitor Retention.** Prior to commencing any Ground Disturbance Activities (as defined below) at the Project site, the Applicant, or its successor, shall retain a qualified tribal monitor from and approved by the Gabrieleno Band of Mission Indians – Kizh Nation (Tribe). Ground Disturbance Activities shall include excavating, digging, trenching, grading, or a similar activity at the Project site (i.e., both on-site and any off-site locations that are included in the Project description/definition and/or required in connection with the Project, such as public improvement work). The Applicant, or its successor, and the tribal monitor shall execute a monitoring agreement prior to the earlier of the commencement of any Ground Disturbance Activities, or the issuance of any permit necessary to commence a Ground Disturbance Activity.
- b. **WEAP.** Prior to commencing any Ground Disturbance Activities, the tribal monitor shall provide Worker Environmental Awareness Program (WEAP) training to construction crews involved in Ground Disturbance Activities that includes information on regulatory requirements for the protection of tribal cultural resources. As part of the WEAP training, construction crews shall be briefed on proper procedures to follow should a crew member discover tribal cultural resources during Ground Disturbance Activities. In addition, workers will be shown examples of the types of resources that would require notification of the tribal monitor. The Applicant shall maintain on the Project site, for potential City inspection, documentation establishing the WEAP training was completed for all members of the construction crew involved in Ground Disturbance Activities.
- c. **On-Site Monitoring.** The tribal monitor shall observe all Ground Disturbance Activities on the Project site at all times any Ground Disturbance Activities are taking place. If Ground Disturbance Activities are simultaneously occurring at multiple locations on the Project site, the tribal monitor shall determine if additional monitors are required for other locations where such simultaneous Ground Disturbance Activities are occurring. The tribal monitor(s) will complete daily monitoring logs that will provide descriptions and locations of the relevant Ground Disturbance Activities, the type of construction activities performed, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered “tribal cultural resources” as defined in California Public Resources Code Section 21074, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the Applicant and/or the City upon request to the Tribe. If any Project scheduled activities require the tribal monitor(s) to leave the Project site for a period of time and return, confirmation shall be submitted to the Tribe by the Applicant, in writing, upon completion of each set of scheduled activities and five (5) days’ notice (if possible) shall be submitted to the Tribe by the Applicant, in writing,

prior to the start of each set of scheduled activities. The on-site monitoring shall end when either 1) confirmation is received from the Applicant, in writing, that all scheduled activities pertaining to all Ground Disturbance Activities are completed; or 2) the Tribe provides a determination, in writing, that no future, planned construction activity, and/or development/construction phase at the Project site possesses the potential to impact any tribal cultural resources.

- d. **Discovery of Resources.** In the event that any objects or artifacts that may be a tribal cultural resource are encountered during the course of any Ground Disturbance Activities, all such activities shall temporarily cease within the area of discovery, the radius of which shall be at least 25 feet or otherwise determined by the tribal monitor pursuant to the process set forth below:
- i. Upon a discovery of a potential tribal cultural resource, the Applicant, or its successor, shall immediately stop all Ground Disturbance Activities in the immediate vicinity of the find (i.e. at least 25 feet or otherwise determined by the tribal monitor) until the find can be assessed by the tribal monitor.
  - ii. If the tribal monitor determines the resources are Native American in origin, the tribal monitor will recommend steps for treatment of all discovered tribal cultural resources such as, but not limited to, the following: statement of the preference for preservation in place (i.e., avoidance) per CEQA Guidelines Section 15126.4(b)(3); description of methods for the adequate recovery of scientifically consequential information; requirements to coordinate with the tribal monitor to ensure that consideration is given to the cultural values ascribed to a resource beyond that which is scientifically important in the event the resource is Native American in origin; and procedures for curating any archaeological materials at a public, non-profit curation facility, university or museum with a research interest in the materials.
  - iii. The Applicant, or its successor, shall implement the Tribe's treatment recommendations if the tribal monitor concludes that the Tribe's recommendations are reasonable and feasible.
  - iv. In addition to any treatment recommendations pursuant to the above, the tribal monitor shall develop a list of actions that shall be taken to avoid or minimize impacts to the identified tribal cultural resources substantially consistent with best practices identified by the Native American Heritage Commission and in compliance with any applicable federal, state or local law, rule or regulation.
  - v. The Applicant, or its successor, may recommence Ground Disturbance Activities within the specified radius of the discovery site, so long as this radius has been reviewed by the tribal monitor and determined to be reasonable and appropriate, and so long as the Applicant has complied with all of the recommendations developed and approved pursuant to the process set forth in Paragraphs 2 through 4 above. The Applicant, or its successor, may recommence Ground Disturbance Activities within the specified radius of the discovery site, so long as this radius has been reviewed by the tribal monitor and determined to be reasonable and appropriate, and so long as the Applicant has complied with all of the recommendations developed and approved pursuant to the process set forth in Paragraphs 2 through 4 above.

- vi. 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 shall be submitted to the City of Los Angeles Department of City Planning, Central Project Planning Division, the South Central Coastal Information Center (SCCIC) at California State University, Fullerton and to the Native American Heritage Commission for inclusion in its Sacred Lands File.
  - vii. Notwithstanding Paragraph 6 above, any information that Los Angeles Department of City Planning, in consultation with the Los Angeles City Attorney's Office, determines to be confidential in nature shall be excluded from submission to the SCCIC or provided to the public under the applicable provisions of the California Public Records Act, California Public Resources Code (PRC), Section 7927.000, and handled in compliance with the City's AB 52 Confidentiality Protocols.
  - viii. Native American monitoring and excavation during construction projects will be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken.
- e. **Discovery of Human Remains and Funerary Items.** Native American human remains are defined in Public Resources Code (PRC) Section 5097.98(d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, also called associated grave goods in PRC Section 5097.98(a), are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the Project Site, then PRC Sections 5097.9 et seq. as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per PRC section 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

### Administrative Conditions

15. **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 "Plans Approved". A copy of the Plans Approved, supplied by the applicant, shall be retained in the subject case file.
16. **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.
17. **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.

18. **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.
19. **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.
20. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
21. **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.
22. **Indemnification and Reimbursement of Litigation Costs.**

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.