

## CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on February 12, 2026)

Pursuant to Sections 13B.2.4, 13B.5.3, and 9.2.1 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

### Development Conditions

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the architectural plans, landscape plan, renderings, and materials submitted by the applicant, stamped "Exhibit A," and attached to the subject case file.
2. **Residential Density.** The project shall be limited to a maximum density of 1,000 dwelling units, inclusive of restricted affordable units.
3. **Affordable Units.**
  - a. A minimum of 114 dwelling units, that is 11 percent of the total units, shall be designated as Restricted Affordable Units and reserved for Very Low Income households as defined by the State Density Bonus Law per Government Code Section 65915(c)(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 9.2.1.
4. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing Department (LAHD) to make 11 percent of the site's total dwelling units (114 units) available to Very Low Income households, 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 of the project, the number of required reserved on-site Restricted Units may be adjusted, consistent with LAMC Section 9.2.1, to the satisfaction of LAHD. Enforcement of the terms of said covenant shall be the responsibility of LAHD. 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 LAHD.
5. **Incentives.**
  - a. The project shall be permitted averaging of Floor Area Ratio (FAR), parking, open space, and vehicular access across the entire site.
  - b. The project shall be permitted to maintain an existing 8-foot fence in the front yard, in lieu of the 3.5-foot required (129 percent increase) pursuant to LAMC Section 3B.4.1.
6. **Waivers.**

- a. The project shall be permitted to have a maximum building width of 377 feet and 10 inches in lieu of the 280 feet required (35 percent increase) pursuant to LAMC Section 2B.14.4.
- b. The project shall be permitted a maximum build-to-depth of 8 feet in lieu of the 5 feet required (60 percent increase) by the [SH1] district.
- c. The project shall be permitted to have a minimum primary street ground story transparency of 49 percent in lieu of the 70 percent required (30 percent reduction) by the [SH1] district.
- d. The project shall be permitted a ground story height of 13 feet and 6 inches in lieu of the 16 feet required (16 percent reduction) pursuant to LAMC Section 3B.4.1.
- e. In the North Lot, the project shall be permitted to provide through access at 391 feet and 6 inches in lieu of the 350 feet required (12 percent increase) pursuant to LAMC Section 4B.5.
- f. The project shall be permitted to have relief from the Pedestrian Access requirements per LAMC Section 4C.1.1.C2 (Package 1) to allow pedestrian access to the units that are not directly from the street.
- g. The project shall be permitted to have 24 percent primary street transparency for floors 2 through 5 in lieu of the 30 percent required (20 percent reduction) by LAMC Section 3B.4.1.
- h. The project shall be permitted a maximum build-to-width of 65 percent minimum in lieu of the 90 percent minimum required (28 percent reduction) pursuant to LAMC Section 3B.4.1.

7. **Parking.**

- a. **Automobile Parking.** Pursuant to California Government Code Section 65915(p)(3) and AB 2097, the project shall not be required to provide any minimum vehicle parking. The applicant may choose to provide a greater amount of vehicle parking.
- b. **Bicycle Parking.** Bicycle parking shall be provided in compliance with the Municipal Code and to the satisfaction of the Department of Building and Safety. No variance from the bicycle parking requirements has been requested or granted herein.
- c. **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.

8. **Circulation.** The applicant shall submit a parking area and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval.

9. **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.

10. **Solar Energy Infrastructure.** The project shall provide additional solar panels and infrastructure, as indicated on Exhibit "A," and comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
11. **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.
12. **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.
13. **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.
14. **Street Trees.** Street trees shall be provided to the satisfaction of the Urban Forestry Division. Street trees may be used to satisfy on-site tree requirements pursuant to LAMC Article Section 12.21.G.3 (Chapter 1, Open Space Requirement for Six or More Residential Units).

### **Voluntary Conditions**

15. Applicant will maintain pedestrian access if the sidewalk is temporarily closed during construction.
16. Applicant ensures any temporary walkways covered due to construction are provided with adequate lighting.
17. Storefronts of ground-floor retail retain transparency at all times to allow for eyes on the street and pedestrian safety.
18. Owner/Operator will come back and present to DLANC PLUC should owner/operator change for retail uses serving alcohol.
19. All exterior alcoves or recessed vestibules, such as those for egress stairs, maintenance accessways, or loading docks, shall be provided with security cameras and lighting.
20. Applicant includes a designated area within the project to accommodate pet waste to mitigate pollution of the public right-of-way. If this is not feasible, a designated area should be provided along the public right-of-way, along with a detailed plan for cleaning and ongoing maintenance.
21. The applicant agrees to remove the fence along Alameda Street when it is no longer required by the commercial, office, and/or light industrial tenants of the ROW for security purposes and thus becomes operationally feasible to do so. The applicant will work with the Council Office, Department of City Planning and Neighborhood Council related to the future removal of the fence.

22. Applicant shall provide enhanced architectural and area lighting along the Alameda Street frontage of the site to promote a safe and pedestrian-friendly experience along the public right-of-way.

### **Environmental Conditions**

23. The Mitigation Monitoring and Reporting Program (MMRP) included in the Housing Element Streamlining Checklist (Case No. ENV-2024-8218-HES) has been incorporated into this project and shall be enforced through all phases of the project. The applicant shall be responsible for implementing each Mitigation Measure (MM), Substitute Mitigation Measure, and Implementing Mitigation Measure identified in the MMRP and shall be obligated to provide certification to the appropriate monitoring and enforcement agencies that each MM has been implemented.

### **Administrative Conditions**

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
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 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.