

CONDITIONS OF APPROVAL

Pursuant to Los Angeles Municipal Code (LAMC) Chapter 1, Section 12.22 A.37 State Density Bonus Program and the procedures set forth in LAMC Chapter 1A, Section 13B.2.3 Class 3 Conditional Use Permit, the following conditions are hereby imposed upon the use of the subject property.

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped “**Exhibit A,**” and attached to the subject case file. Subsequent modifications are reviewed pursuant to 13B.2.3 H (Modification Procedures) and may be permitted where they are equal to or less than 10% of what was initially approved and do not require additional incentives, subject to review by the Department of City Planning. Modifications greater than 10% or that require additional incentives shall necessitate a new case filing. Minor deviations may be allowed in order to comply with the provisions of the LAMC or the project conditions. Each change shall be identified and justified in writing.
2. **Density.** The project shall be limited to a density of 34 Shared Housing Units, and defined by LAMC Section 12.22 A.37 and California Government Code (CA GC) Sections 65915(o)(7)(A) and (B), including density bonus units.
3. **On-Site Restricted Affordable Units.** Four units shall be reserved for Very Low Income Households for Senior Citizens (Senior Citizens as defined by LAMC Section 12.22 A.37) to the satisfaction of the Los Angeles Housing Department (LAHD).
4. **Changes in On-Site Restricted Units.** Deviations that increase the number of restricted affordable units shall be consistent with the provisions of State Density Bonus Law in CA GC Section 65915(b)(1)(B) and 65915(f) and LAMC Section 12.22 A.37(c)(2)(iii) and 12.22 A.37 (e)(1)(iii)(a).
5. **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 four units available to Very Low Income Households for Senior Citizens, for rental as determined to be affordable to such households by LAHD for a period of 99 years. In the event the applicant reduces the proposed density of the project, the number of required set-aside affordable units may be adjusted, consistent with LAMC Section 12.22 A.37(c)(2)(iii) and CA GC Section 65915(b)(1)(B), to the satisfaction of LAHD, and in consideration of the project’s SB 8 Determination and LAMC Section 16.61. Enforcement of the terms of said covenant shall be the responsibility of LAHD. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file. The project shall comply with the Fair Housing Requirements for Affordable Housing adopted by the City Council and with any monitoring requirements established by the LAHD. Additionally, the applicant shall comply with all applicable Occupant Protections required by LAMC Section 16.60 A.3(b). Refer to the “Density Bonus/ Affordable Housing Incentive Program Findings” of this determination.
6. **Housing Crisis Act and Resident Protections**
 - a. **No Net Loss.** The project shall comply with LAMC Chapter 1, Section 16.60 A.5. A Housing Development Project shall include at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the last five years (i.e., “no net loss”). Projects subject to the Resident Protections Ordinance that result in a net loss of housing are prohibited.

- b. Occupant Protections.** Additionally, the applicant shall comply with all applicable Occupant Protections required by LAMC Chapter 1, Section 16.60 A.3(b), including the Right to Remain up to 6 months prior to construction, Right to Return if Demolition does not proceed, and for qualifying tenants the Right to Return to an Affordable unit in the new project, and the Right to Relocation.
- 7. Use.** The project site shall be limited to a Residential Care Facility for the Elderly (RCFE).
- 8. Shared Housing Unit.** Each unit shall include a bathroom and sink.
- 9. Loading.** All loading activities shall be conducted on-site.
- 10. Floor Area.** The project is limited to a maximum floor area of 13,937 square feet and a maximum floor area ratio (FAR) of 2.78:1 as shown on “**Exhibit A**” (Sheet A000).
- 11. Height.** The project is limited to a maximum height of three stories and 39 feet 6 inches as shown on “**Exhibit A,**” (Sheets A200 and A201).
- 12. Automobile Parking.** As permitted under State AB 2097 and CA GC 65863.2, no automobile parking is required.
- 13. Additional Off-Menu Incentive – Landscaping.** The project is allowed a 100% decrease from all landscaping requirements to provide 0 square feet of landscaping in lieu of the otherwise required landscaping pursuant to LAMC Sections 12.40 - 12.43.
- 14. Waivers of Development Standards.**
- a. Front Yard.** The project is allowed 100% reduction from the required front yard setback to provide a 0 foot front yard setback in lieu of the otherwise required minimum 20 feet pursuant to LAMC Section 12.09 C.1.
- b. North Side Yard.** The project is allowed a 36.7% decrease in the required north side yard setback to provide a 3 foot 10 inch north side yard setback in lieu of the otherwise required minimum 6 feet pursuant to LAMC Section 12.09 C.2.
- c. South Side Yard.** The project is allowed a 36.7% decrease in the required south side yard setback to provide a 3 foot 10 inch south side yard setback in lieu of the otherwise required minimum 6 feet pursuant to LAMC Section 12.09 C.2.
- d. Rear Yard.** The project is allowed a 100% decrease from the required rear yard setback to provide a 0 foot rear yard setback in lieu of the otherwise required 15 feet pursuant to LAMC Section 12.09 C.3.
- e. Long-Term Bicycle Parking.** The project is allowed a 100% percent decrease in the required long-term bicycle parking to provide zero long-term bicycle parking spaces in lieu of the otherwise required three spaces pursuant to LAMC Section 12.21 A.16.
- f. Short-Term Bicycle Parking.** The project is allowed a 100% decrease in the required short-term bicycle parking to provide zero short-term bicycle parking spaces in lieu of the otherwise required two spaces pursuant to LAMC Section 12.21 A.16.

g. Tree Planting. The project is allowed a 100% reduction in the number of required trees to be planted on-site and in the public right-of-way to provide zero trees in lieu of the otherwise required 14 trees pursuant to LAMC Sections 12.40 - 12.43.

15. SB 8 Replacement Units (Government Code Section 66300). The project shall be required to provide a Replacement Unit Determination (RUD) letter issued by the Los Angeles Housing Department (LAHD) for inclusion in the subject case file. The project is required to demonstrate compliance with the RUD letter to the satisfaction of LAHD. If restricted affordable units are required by LAHD, the most restrictive affordability levels shall be followed in the covenant. In the event the On-site Restricted Affordable Units condition requires additional affordable units or more restrictive affordability levels, the most restrictive requirements shall prevail.

16. Accessory Dwelling Units (ADUs). No ADUs are proposed herein. If the applicant proposes ADUs at a future date, those ADUs shall be subject to affordability requirements as determined by LAHD.

17. Reseda Central Business District Community Design Overlay (CDO). The project is required to comply with the following:

a. Signage. Any wall or nameplate signage proposed shall be in substantial compliance with “**Exhibit A,**” Sheet A202.

b. Signage. All signage shall meet the requirements of LAMC Sections 12.09 and 12.21 A.7 as regulated by the Los Angeles Department of Building and Safety.

c. Trash Areas. Trash areas shall be fully enclosed and screened from public view.

d. Colors. As shown on “**Exhibit A**” (Sheet A113), the building colors are black, dark gray, gray, and off-white.

e. Security Devices. As shown on “**Exhibit A**” (Sheet A113), no security devices using barbed wire, razor wire, and/or concertina wire are used.

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 “**Plans Approved.**” A copy of the Plans Approved, 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. Approvals, 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.

- 21. Code Compliance.** Use, area, height, open space, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
- 22. 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.
- 23. Recording Covenant.** Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Development Services Center at the time of Condition Clearance for attachment to the subject case file.
- 24. Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
- 25. Indemnification and Reimbursement of Litigation Costs.**

Applicant shall do the following:

- i. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of 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 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, commissioners, 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.