

CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on July 9, 2026)

Pursuant to Sections 13B.2.2 and 13B.2.4 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

Class 2 Conditional Use for Storage Use within 500 feet of an R Zone

1. **Authorization.** Approved herein is the construction, use, and maintenance of a seven-story 161,645 square-foot self-storage facility.
2. **Use.** All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
3. **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 June 23, 2026 and attached to the subject case file. No change to the plans (except as conditioned) 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 LAMC or the Project conditions
4. **Hours of Operation.** Hours of operation of the self-storage facility shall be limited from 7:00 a.m. to 10:00 p.m., daily.

Project Review

5. **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 June 23, 2026 and attached to the subject case file. No change to the plans (except as conditioned) 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 LAMC or the Project conditions
6. **Parking.** Automobile parking shall be provided consistent with the LAMC and/or Assembly Bill (AB) 2097. A greater number than the minimum required may be provided at the applicant's discretion.
7. **Circulation.** The applicant shall submit a parking and driveway plan to the Los Angeles Department of Transportation (LADOT) for approval. Review and approval of the driveways should be coordinated with DOT's Citywide Planning Coordination Section (201 North Figueroa Street, 5th Floor, Room 550, at 213-482-7024).
8. **Materials.** A variety of high-quality exterior building materials, consistent with Exhibit A, dated June 23, 2026, shall be used. Substitutes of an equal quality shall be permitted, to the satisfaction of the Department of City Planning.
9. **Pedestrian Access.** The project shall maintain at least one pedestrian pathway to and from the building entrance. There shall be a direct, linear pathway from the street to the entrance.

10. **Graffiti.** All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
11. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, walkways, common open space and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
12. **Landscaping.**
 - A. **Landscape Plan.** All open areas not used for buildings, driveways, parking areas, or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning.
 - B. **Soil depths.** The project shall conform with the minimum soil depth and volume requirements for trees and other plants as outlined in the Soil Depths Design Resource published by the Los Angeles City Planning Urban Design Studio.
 - i. Shrubs, perennials, and ground cover shall require a minimum soil depth of as follows:
 - (1) A minimum depth with a height ranging from 15 to 40 feet shall be 42 inches.
 - (2) A minimum depth with a height ranging from 9 to 15 feet shall be 36 inches.
 - (3) A minimum depth with a height ranging from 1 to 8 feet shall be 24 inches.
 - (4) A minimum depth with a height less than 1 foot shall be 18 inches.
 - (5) A minimum depth of an extensive green roof shall be 3 inches.
 - ii. Trees shall have a minimum soil depth of 42 inches.
13. **Street Trees.** Plant street trees at all feasible planting locations within dedicated streets as directed and required by the Bureau of Street Services, Urban Forestry Division. All tree plantings shall be installed to current tree planting standards when the City has previously been paid for tree plantings. The contractor shall notify Urban Forestry Division at 213-847-3077 upon completion of construction for tree planting direction and instructions.
14. **Tree Replacement.** Street trees and replacement trees shall be provided to the satisfaction of the Urban Forestry Division.
15. **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.
16. **Trash/Storage.** All trash collection and storage areas shall be located on-site and not visible from the public right-of-way. Trash and recycle receptacles shall be stored within a fully enclosed portion of the building at all times.
17. **Mechanical and Rooftop Equipment Screening.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties and the public right-of-way. All screening shall be setback at least five feet from the edge of the building.

18. **Utilities.** All utilities shall be fully screened from view of any abutting properties and the public right-of-way.
19. **Solar.** 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. The Project shall install solar panels prior to the issuance of the Certificate of Occupancy.

Environmental Conditions

Mitigation Measure Monitoring Program

20. **Implementation.** The Mitigation Monitoring Program (MMP) (**Conditions 19-22**), shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each Project Design Features (PDF) and Mitigation Measure (MM) and shall be obligated to provide certification, as identified below, to the appropriate monitoring and enforcement agencies that each PDF and MM has been implemented. The Applicant shall maintain records demonstrating compliance with each PDF and MM. Such records shall be made available to the City upon request.
21. **Construction 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 PDFs and MMs 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 PDFs and MMs 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 MMs and PDFs within two business 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.

22. **Substantial Conformance and Modification.** After review and approval of the final MMP by the Lead Agency, minor changes and modifications to the MMP are permitted, but can only be made subject to City approval. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. This flexibility is necessary in light of the nature of the MMP and the need to protect the environment. No changes will be permitted unless the MMP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

The Project shall be in substantial conformance with the PDFs and MMs contained in this MMP. The enforcing departments or agencies may determine substantial conformance with PDFs and MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a PDF or MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the PDFs or MMs. Any addendum or subsequent CEQA clearance shall explain why the PDF or MM is no longer

needed, not feasible, or the other basis for modifying or deleting the PDF or MM, and that the modification will not result in a new significant impact consistent with the requirements of CEQA. Under this process, the modification or deletion of a PDF or MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the PDF or MM results in a substantial change to the Project or the non-environmental conditions of approval.

23. Tribal Cultural Resources.

A. MM-TCR-1 Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.

- i. The Applicant shall retain a Native American Monitor from or approved by the Gabrieleno Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any “ground-disturbing activity” for the Project at all Project locations (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). “Ground-disturbing activity” shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
- ii. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
- iii. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, 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, 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 City upon written request to the Tribe.
- iv. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Gabrieleno Band of Mission Indians – Kizh Nation from a designated point of contact for the Project Applicant that all ground-disturbing activities and phases that may involve ground-disturbing activities on the Project site or in connection with the Project are complete; or (2) a determination and written notification by the Gabrieleno Band of Mission Indians – Kizh Nation to the City that no future, planned construction activity and/or development/construction phase at the Project Site possesses the potential to impact Gabrieleno Band of Mission Indians – Kizh Nation tribal cultural resources.

B. MM-TCR-2 Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)

- i. Upon discovery of any tribal cultural resources, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered tribal cultural resource has been fully assessed by the Gabrieleno Band of Mission Indians – Kizh Nation monitor and/or archaeologist. The Gabrieleno Band of Mission Indians – Kizh Nation will recover and retain all discovered tribal cultural resources in the form and/or manner

the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

C. **MM-TCR-3** Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects

- i. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.
- ii. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.
- iii. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- iv. 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

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. **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.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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 (ii).
- 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 (ii).

- 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.