

**APPLICATIONS:****DEPARTMENT OF CITY PLANNING APPLICATION***THIS BOX FOR CITY PLANNING STAFF USE ONLY*☐ ED 1 Eligible

Case Number _____

Env. Case Number _____

Application Type _____

Case Filed With (Print Name) _____

Date Filed _____

Application includes letter requesting:

☐ Waived hearing☐ Concurrent hearing☐ Hearing not be scheduled on a specific date (e.g., vacation hold)

Related Case Number(s): _____

*Provide all information requested. Missing, incomplete or inconsistent information will cause delays.**All terms in this document are applicable to the singular as well as the plural forms of such terms.**Refer to the Department of City Planning Application Filing Instructions (CP-7810) for more information.***1. PROJECT LOCATION**

Street Address¹ 20065 W. Rinaldi Street, Porter Ranch, CA 91326 Unit/Space Number 110
Legal Description² (Lot, Block, Tract) 3, None, TR 53783-C
Assessor Parcel Number 2701100009 Total Lot Area 23.167 ac

2. PROJECT DESCRIPTION

Present Use Vacant restaurant shell space
Proposed Use La Popular Restaurant at The Vineyards at Porter Ranch Shopping Center
Project Name (if applicable) Plan Approval under Master CUB CPC-2016-837-SP-MCUP-DRB-SPP-SPR
Describe in detail the characteristics, scope and/or operation of the proposed project A Plan Approval to allow the sale and dispensing of a full-line of alcoholic beverages for on-site consumption and off site for a Tequila/Mezcal membership in conjunction w/ a proposed 4,756 SF restaurant w/ 128 seats and a 955 SF patio with 40 seats.

Additional information attached ☒ YES ☐ NO Hours: Mon-Sun (11am-1am). See attached Project Description.

Complete and check all that apply:

Existing Site Conditions

- | | |
|---|---|
| <input type="checkbox"/> Site is undeveloped or unimproved (i.e., vacant) | <input type="checkbox"/> Site is located within 500 feet of a freeway or railroad |
| <input checked="" type="checkbox"/> Site has existing buildings (provide copies of building permits) | <input type="checkbox"/> Site is located within 500 feet of a sensitive use (e.g., school, park) |
| <input type="checkbox"/> Site is/was developed with uses that could release hazardous materials on soil and/or groundwater (e.g., dry cleaning, gas station, auto repair, industrial) | <input type="checkbox"/> Site has special designation (e.g., National Historic Register, Survey LA) |

¹ Street Addresses must include all addresses on the subject/application site (as identified in ZIMAS—<http://zimas.lacity.org>)

² Legal Description must include all contiguously owned properties (even if they are not a part of the proposed project site)

Proposed Project Information

(Check all that apply or could apply)

- ☐ Demolition of existing buildings/structures
- ☐ Relocation of existing buildings/structures
- ☐ Removal of any on-site tree
- ☐ Removal of any street tree
- ☐ Removal of protected trees onsite / public right-of-way
- ☐ Grading
- ☐ Haul Route

- ☐ New construction: _____ square feet
- ☐ Additions to existing buildings
- ☒ Interior tenant improvement
- ☐ Exterior renovation or alteration
- ☐ Change of use and/or hours of operation
- ☐ Uses or structures in public right-of-way
- ☐ Phased project

Housing Component Information

Number of Residential Units: Existing 0 – Demolish(ed)³ 0 + Adding 0 = Total 0
Number of Affordable Units⁴ Existing 0 – Demolish(ed) 0 + Adding 0 = Total 0
Number of Market Rate Units Existing 0 – Demolish(ed) 0 + Adding 0 = Total 0
Mixed Use Projects, Amount of Non-Residential Floor Area: 0 square feet

Public Right-of-Way Information

Have you submitted the Planning Case Referral Form to BOE? (required) ☐ YES ☒ NO

Is your project required to dedicate land to the public right-of-way? ☐ YES ☒ NO

If so, what is/are your dedication requirement(s)? _____ feet

If you have dedication requirements on multiple streets, please indicate: N/A

3. ACTION(S) REQUESTED

Provide the Los Angeles Municipal Code (LAMC) Section that authorizes the request and (if applicable) the LAMC Section or the Specific Plan/Overlay Section from which relief is sought; follow with a description of the requested action.

Does the project include Multiple Approval Requests per LAMC 12.36? ☐ YES ☒ NO

Authorizing Code Section LAMC 12.24 M.

Code Section from which relief is requested (if any): _____

Action Requested, Narrative: Pursuant to LAMC 12.24M, the Applicant requests a Plan Approval to previously approved Case No CPC-2016-837-SP-MCUP-DRB-SPP-SPR to permit the sale and service of a full line of alcoholic beverages for on-site consumption and off site for a Tequila/Mezcal membership, in conjunction with a proposed 4,756 SF restaurant with a 955 SF patio. See attached Project Description.

Authorizing Code Section _____

Code Section from which relief is requested (if any): _____

Action Requested, Narrative: _____

Additional Requests Attached ☐ YES ☐ NO

4. RELATED DEPARTMENT OF CITY PLANNING CASES

Are there previous or pending cases/decisions/environmental clearances on the project site? ☐ YES ☐ NO

If YES, list all case number(s) CPC-2016-837-SP-MCUP-DRB-SPP-SPR; EIR-88-0026-SP-ZC-PA;

SCH No. 88050420; ENV-1998-26-EIR; Addendum

³ Number of units to be demolished and/or which have been demolished within the last five (5) years.

⁴ As determined by the Housing and Community Investment Department

If the application/project is directly related to one of the above cases, list the pertinent case numbers below and complete/check all that apply (provide copy).

Case No. CPC-2016-837-SP-MCUP-DRB-SPP-SPR

Ordinance No.: _____

- ☐ Condition Compliance Review
- ☐ Modification of Conditions
- ☐ Revision of Approved Plans
- ☐ Renewal of Entitlement
- ☒ Plan Approval subsequent to Main Conditional Use

- ☐ Clarification of Q (Qualified) Condition
- ☐ Clarification of D (Development) Limitation
- ☐ Amendment to T (Tentative) Classification

For purposes of environmental (CEQA) analysis, is there intent to develop a larger project? ☐ YES ☒ NO

Have you filed, or is there intent to file, a Subdivision with this project? ☐ YES ☒ NO

If YES, to either of the above, describe the other parts of the projects or the larger project below, whether or not currently filed with the City: N/A - larger project is already approved, not part of this Application

5. RELATED DOCUMENTS / REFERRALS

To help assigned staff coordinate with other Departments that may have a role in the proposed project, please provide a copy of any applicable form and reference number if known.

Specialized Requirement Form N/A

Geographic Project Planning Referral See attached

Case Consultation Referral Form N/A

Redevelopment Project Area – Administrative Review and Referral Form N/A

HPOZ Authorization Form N/A

Affordable Housing Referral Form N/A

Transit Oriented Communities Referral Form N/A

Preliminary Zoning Assessment Referral Form (Plan Check #) N/A

Optional HCA Vesting Preliminary Application N/A

Unpermitted Dwelling Unit (UDU) Inter-Agency Referral Form N/A

Mello Form N/A

Citywide Design Guidelines Compliance Review Form N/A

GPA Initiation Request Form N/A

Expedite Fee Agreement See attached

Department of Transportation (DOT) Referral Form N/A

Bureau of Engineering (BOE) Planning Case Referral Form (PCRF) N/A

Hillside Referral Form (BOE) N/A

Building Permits and Certificates of Occupancy See attached

Order to Comply N/A

Low Impact Development (LID) Referral Form (Stormwater Mitigation) N/A

Replacement Unit Determination (LAHD) N/A

Are there any recorded Covenants, affidavits or easements on this property? ☒ YES (provide copy) ☐ NO

PROJECT TEAM INFORMATION (Complete all applicable fields)

Applicant⁵ Name Eureka Restaurant Group c/o David Peters

Company/Firm La Popular Restaurant

Address 12101 Crenshaw Blvd **Unit/Space Number** 400

City Hawthorne **State** CA **Zip Code** 90250

Telephone (310) 913-1584 **E-mail** david.peters@eurekarestaurantgroup.com

Are you in escrow to purchase the subject property? ☐ YES ☒ NO

Property Owner of Record ☐ Same as applicant ☒ Different from applicant

Name (if different from applicant) Vineyards at Porter Ranch, LLC; c/o Shapell Properties, Inc. as agent

Address 11200 Corbin Avenue **Unit/Space Number** 201

City Porter Ranch **State** CA **Zip Code:** 91326

Telephone (323) 988-7590 **E-mail:** jlove@shapell.com

Agent/Representative Name Mark Fernandez

Company/Firm Golden Property Development, LLC

Address 20025 E Country Hollow Dr **Unit/Space Number**

City Walnut **State** CA **Zip** 91789

Telephone (909) 573-2765 **E-mail** mark@goldenpd.com

Other (Specify Architect, Engineer, CEQA Consultant etc.) Architect

Name Zorah Mariano

Company/Firm NORR

Address: 1631 Alhambra Blvd **Unit/Space Number** 100

City Sacramento **State** CA **Zip Code:** 95816

Telephone (916) 453-3807 **E-mail** zorah.moriano@norr.com

Primary Contact for Project⁶

☐ Owner

☐ Applicant

(Select only one. Email address and phone number are required.)

☒ Agent/Representative

☐ Other

To ensure notification of any public hearing as well as decisions on the project, make sure to include an individual mailing label for each member of the project team in both the Property Owners List and the Abutting Property Owners List.

⁵ An applicant is a person with a lasting interest in the completed project such as the property owner or a lessee/user of a project. An applicant is not someone filing the case on behalf of a client (i.e., usually not the agent/representative).

⁶ As of June 8, 2022, the Primary Contact for Project is required to have an Angeleno Account and register with the Ethics Commission for Significant Project Entitlements, as defined in LAMC Section 49.7.47(A)(5). An email address and phone number shall be required on the DCP Application Form, and the email address provided shall match the email address used to create the Angeleno Account.

PROPERTY OWNER

7. **PROPERTY OWNER AFFIDAVIT.** Before the application can be accepted, the owner of each property involved must provide a notarized signature to verify the application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC, or trust, a disclosure identifying an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25% interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
 - **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the application form may be provided if the property is owned by a partnership, corporation, LLC, or trust or in rare circumstances when an individual property owner is unable to sign the application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized the file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items A-D below. In the case of partnerships, corporations, LLCs or trusts the LOA must be signed and notarized by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
 - **Grant Deed.** Provide a Copy of the Grant Deed If the ownership of the property does not match City Records and/or if the application is for a Coastal Development Permit. The Deed must correspond exactly with the ownership listed on the application.
 - **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe or Mary Smith and Mark Jones) notarized signatures are required of all owners.
- a. I hereby certify that I am the owner of record of the herein previously described property located in the City of Los Angeles which is involved in this application or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
- b. I hereby consent to the filing of this application on my property for processing by the Department of City Planning.
- c. I understand if the application is approved, as a part of the process the City will apply conditions of approval which may be my responsibility to satisfy including, but not limited to, recording the decision and all conditions in the County Deed Records for the property.
- d. By my signature below, I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

*Property Owner's signatures must be signed/notarized in the presence of a Notary Public.
The City requires an original signature from the property owner with the "wet" notary stamp.
A Notary Acknowledgement is available for your convenience on following page.*

Signature _____

Date 3/1/2023

Print Name JOHN A. LOVE

Signature _____

Date _____

Print Name _____

Space Below for Notary's Use

California All-Purpose Acknowledgement

Civil Code ' 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 3/1/23 before me, Yumi Swenson, Notary Public
(Insert Name of Notary Public and Title)

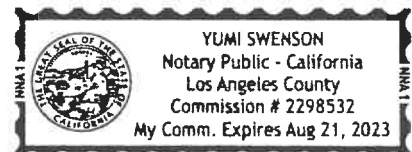
personally appeared John A. Love, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf on which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yumi Swenson

(Seal)



APPLICANT

8. **APPLICANT DECLARATION.** A separate signature from the applicant, whether they are the property owner or not, attesting to the following, is required before the application can be accepted.
- a. I hereby certify that the information provided in this application, including plans and other attachments, is accurate and correct to the best of my knowledge. Furthermore, should the stated information be found false or insufficient to fulfill the requirements of the Department of City Planning, I agree to revise the information as appropriate.
 - b. I hereby certify that I have fully informed the City of the nature of the project for purposes of the California Environmental Quality Act (CEQA) and have not submitted this application with the intention of segmenting a larger project in violation of CEQA. I understand that should the City determine that the project is part of a larger project for purposes of CEQA, the City may revoke any approvals and/or stay any subsequent entitlements or permits (including certificates of occupancy) until a full and complete CEQA analysis is reviewed and appropriate CEQA clearance is adopted or certified.
 - c. I understand that the environmental review associated with this application is preliminary, and that after further evaluation, additional reports, studies, applications and/or fees may be required.
 - d. I understand and agree that any report, study, map or other information submitted to the City in furtherance of this application will be treated by the City as public records which may be reviewed by any person and if requested, that a copy will be provided by the City to any person upon the payment of its direct costs of duplication.
 - e. I understand that the burden of proof to substantiate the request is the responsibility of the applicant. Additionally, I understand that planning staff are not permitted to assist the applicant or opponents of the project in preparing arguments for or against a request.
 - f. I understand that there is no guarantee, expressed or implied, that any permit or application will be granted. I understand that each matter must be carefully evaluated and that the resulting recommendation or decision may be contrary to a position taken or implied in any preliminary discussions.
 - g. I understand that if this application is denied, there is no refund of fees paid.
 - i. I understand and agree to defend, indemnify, and hold harmless, the City, its officers, agents, employees, and volunteers (collectively "City"), from any and all legal actions, claims, or proceedings (including administrative or alternative dispute resolution (collectively "actions"), arising out of any City process or approval prompted by this Action, either in whole or in part. Such actions include but are not limited to: actions to attack, set aside, void, or otherwise modify, an entitlement approval, environmental review, or subsequent permit decision; actions for personal or property damage; actions based on an allegation of an unlawful pattern and practice; inverse condemnation actions; and civil rights or an action based on the protected status of the petitioner or claimant under state or federal law (e.g. ADA or Unruh Act). I understand and agree to reimburse the City for any and all costs incurred in defense of such actions. This includes, but is not limited to, the payment of all court costs and attorneys' fees, all judgments or awards, damages, and settlement costs. The indemnity language in this paragraph is intended to be interpreted to the broadest extent permitted by law and shall be in addition to any other indemnification language agreed to by the applicant.
 - j. I understand that the City is protected by numerous statutory immunities from liability for damages that may be caused by its land use regulatory actions, as set forth in Government Code, section 818, et seq. For instance, the City cannot be held liable for personal or property injuries or damages allegedly caused by its approval and issuance of any discretionary permit, entitlement or approval (Gov. Code § 818.4), or its failure to inspect or its negligence in inspecting a property for the purpose of determining whether the property complies with or violates any permit, entitlement or approval or contains or constitutes a hazard to health or safety (Gov. Code § 818.6).
 - k. By my signature below, I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of license or permit.

The City requires an original signature from the applicant. The applicant's signature below does not need to be notarized.

Signature: _____

Date: _____

Print Name: _____

OPTIONAL
NEIGHBORHOOD CONTACT SHEET

9. **SIGNATURES** of adjoining or neighboring property owners in support of the request are not required but are helpful, especially for projects in single-family residential areas. Signatures may be provided below (attach additional sheets if necessary).

NAME (PRINT)	SIGNATURE	ADDRESS	KEY # ON MAP

REVIEW of the project by the applicable Neighborhood Council is not required but is helpful. If applicable, describe, below or separately, any contact you have had with the Neighborhood Council or other community groups, business associations and/or officials in the area surrounding the project site (attach additional sheets if necessary).



FINDINGS / SPECIALIZED REQUIREMENTS:

PLAN APPROVAL FOR ALCOHOL AND ENTERTAINMENT ESTABLISHMENTS (PA/PAD/PAB)

The Special Instructions for a Plan Approval for Alcohol (CUB) & Entertainment establishment is a required attachment to the Department of City Planning (DCP) Application Filing Instructions ([CP-7810](#)). Only utilize this form when filing for a Plan Approval pursuant to LAMC Section 12.24 M for alcohol establishments that are subject to LAMC Sections 12.24 W.1 or 12.24 X.2, or subject to 12.24 W.18 for entertainment.

Public Noticing Requirements: This entitlement requires notification to extend to the abutting property owners of the subject property. Please note that the original Conditional Use Permit may specify, as a condition, a different noticing requirement that may be greater.

Continuing Term-Limited Conditional Uses (ZA Memorandum No. 122): This form is to be completed when utilizing the provisions established in ZA Memorandum No. 122. The Memorandum allows for applicants to continue any **still valid** approval that has been term-limited, through the Plan Approval procedure. Applicants are advised that the Plan Approval must take effect **before** the original approval expires in order for it to remain valid – there can be no lapse in time. For example, if the original approval dated 1/1/2010 was approved for a term-limit of five years (expiring on 1/1/2015), and if the average case processing time is one year, the applicant would be advised to file **latest** on 1/1/2014. Therefore, filing **well before** the expiration date is strongly recommended.

ADDITIONAL INFORMATION/FINDINGS FOR APPROVAL OF A PLAN APPROVAL:

For a Plan Approval request to be considered, the following additional information and findings must be provided.

1. ORIGINAL APPROVAL

- Provide a copy of the original entitlement, together with any appeals.
- If there is no original entitlement, and the Plan Approval is being filed on a Deemed-to-be-Approved Conditional Use establishment (PAD), provide a copy of the Building Permit, Certificate of Occupancy, or other documentation that originally permitted the use.

2. CONDITION COMPLIANCE (on a separate sheet)

- Provide supplemental information that verifies compliance with all current conditions of approval. List the condition number, the text of the condition, and an explanation or documented proof of how the condition has been met.

Example: **Condition 22:** No dancing or dance floor is permitted.

Proof: The attached floor plan and accompanying photos show fixed seats and tables throughout the venue with no room for a dance floor or dancing.

3. FINDINGS (on a separate sheet)

a. General Conditional Use

- i. The project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city, or region.
- ii. The project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety.

- iii. The project substantially conforms with the purpose, intent and provisions of the General Plan, the applicable community plan, and any applicable specific plan.

b. **Additional Findings**

- i. Explain how the approval of the application will not result in, or contribute to an undue concentration of such establishments.
- ii. Explain how the approval of the application will not detrimentally affect nearby residential zones or uses.

4. **QUESTIONS REGARDING THE PHYSICAL DEVELOPMENT OF THE SITE**

- a. What is the total square footage of the building or center the establishment is located in? 345,295
- b. What is the total square footage of the space the establishment will occupy? 4,756
- c. What is the total occupancy load of the space as determined by the Fire Department? 167
- d. What is the total number of seats that will be provided indoors? 128 Outdoors? 40
- e. If there is an outdoor area, will there be an option to consume alcohol outdoors? Yes
- f. If there is an outdoor area, is it on private property or the public right-of-way, or both? Private
- i. If an outdoor area is on the public right-of-way, has a revocable permit been obtained? N/A
- g. Are you adding floor area? No. If yes, how much is enclosed? Outdoors?
- h. **Parking**
- i. How many parking spaces are available on the site? 1,672
- ii. Are they shared or designated for the subject use? Shared.
- iii. If you are adding floor area, what is the parking requirement as determined by the Department of Building & Safety? N/A
- iv. Have any arrangements been made to provide parking off-site? No.
1. If yes, is the parking secured via a private lease or a covenant/affidavit approved by the Department of Building & Safety? N/A
- Note:** Required parking must be secured via a covenant pursuant to LAMC Section 12.26 E.5. A private lease is only permitted by a Zone Variance.
2. Please provide a map showing the location of the off-site parking and the distance, in feet, for pedestrian travel between the parking area the use it is to serve.
3. Will valet service be available? No Will the service be for a charge? N/A
- i. Is the site within 1,000 feet of any schools (public, private or nursery schools), churches or parks? Yes
- j. For massage parlors and sexual encounter establishments, is the site within 1,000 feet of any other Adult Entertainment Businesses as defined by LAMC 12.70 B.17? N/A

5. **QUESTIONS REGARDING THE OPERATION OF THE ESTABLISHMENT**

- a. Has the use been discontinued for more than a year? No.
- i. If yes, it is **not eligible** for the Plan Approval process.

- ii. If no, the applicant may be required to prove that the discontinuance of the use did not occur. See LAMC Section 12.23 B.9 or 12.24 Q.

b. What are the proposed hours of operation and which days of the week will the establishment be open?

	M	Tu	W	Th	F	Sa	Su
Proposed Hours of Operation	11am-1am	11am-1am	11am-1am	11am-1am	11am-1am	11am-1am	11am-1am

- c. Will there be entertainment such as a piano bar, dancing, live entertainment, movies, karaoke, video game machines, etc.? Please specify: No.

Note: An establishment that allows for dancing needs a conditional use pursuant to LAMC Section 12.24 W.18.

- d. Will there be minimum age requirements for entry? No. If yes, what is the minimum age requirement and how will it be enforced? N/A

- e. Will there be any accessory retail uses on the site? No. What will be sold? N/A

f. Security

- i. How many employees will you have on the site at any given time? 25 to 30

- ii. Will security guards be provided on-site? No.

1. If yes, how many and when? N/A

- iii. Has LAPD issued any citations or violations? No. If yes, please provide copies.

g. Alcohol

- i. Will there be beer & wine only, or a full line of alcoholic beverages available? Full line.

- ii. Will "fortified" wine (greater than 16% alcohol) be sold? Yes

- iii. Will alcohol be consumed on any adjacent property under the control of the applicant? No.

- iv. Will there be signs visible from the exterior that advertise the availability of alcohol? No.

v. Food

1. Will there be a kitchen on the site? Yes.

2. Will alcohol be sold without a food order? Yes.

3. Will the sale of alcohol exceed the sale of food items on a quarterly basis? No.

4. Provide a copy of the menu if food is to be served.

vi. On-Site

1. Will a bar or cocktail lounge be maintained incidental to a restaurant? No.

- If yes, the floor plans must show the details of the cocktail lounge and the separation between the dining and lounge facilities.

2. Will off-site sales of alcohol be provided accessory to on-site sales ("Take Out")? Yes

- If yes, a request for off-site sales of alcohol is required as well.

3. Will discounted alcoholic drinks ("Happy Hour") be offered at any time? Yes

vii. **Off-Site**

1. Will cups, glasses or other containers be sold which might be used for the consumption of alcohol on the premises? Yes.

2. Will beer or wine coolers be sold in single cans, or will wine be sold in containers less than 1 liter (750 ml)? Yes

viii. Contact the CA Department of Alcoholic Beverage Control (ABC) regarding its requirements -- <http://www.abc.ca.gov/>.

6. CALDERA BILL (CA Business and Professions Code Section 23958 and 23958.4)

a. Is this application a request for on-site or off-site sales of alcoholic beverages? Yes, on-site and off-site

i. If yes, is the establishment a bona-fide eating place (restaurant) or hotel/motel? Yes, restaurant.

1. If no, contact ABC to determine whether the proposed site is located in an area whereby:

a. issuance of a license to serve alcohol on-site or off-site would tend to create a law enforcement problem, or

b. if issuance would result in or add to an undue concentration of licenses.

b. If ABC has determined that an eligible use is in an area of high crime or undue concentration of licenses, the City Council will need to make the finding that the issuance of the license is required for **public convenience or necessity**.

- Please note that this is **in addition** to obtaining the Conditional Use Permit or Plan Approval.



LETTER OF AUTHORIZATION

March 1, 2023

City of Los Angeles Department of City Planning
201 N. Figueroa Street
Los Angeles, CA 90012

To Whom It May Concern:

Vineyards at Porter Ranch, LLC, a California limited liability company ("Owner"), the owner of the fee interest in that certain property located at 20065 W. Rinaldi Street, Suite 110, Los Angeles, CA 91326 ("Property"), hereby acknowledges and grants its consent for Eureka Restaurant Group, LLC, a Delaware limited liability company, d/b/a *La Popular Taqueria* ("Tenant"), a tenant of Owner at the Property, to obtain all necessary permits and approvals from the City of Los Angeles in connection with Tenant's desire to sell and dispense a full-line of alcoholic beverages for on-site consumption and off-site for a Tequila/Mezcal membership in conjunction with a proposed 4,756 SF restaurant with 128 seats and 955 SF patio with 40 seats.

I hereby certify that I am the owner of record of the herein previously described Property located in the City of Los Angeles which is involved in this application or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.

I hereby consent to the filing of this application in connection with the Property for processing by the Department of City Planning.

I understand if the application is approved, as a part of the process the City will apply conditions of approval which may be the responsibility of Owner to satisfy including, but not limited to, recording the decision and all conditions in the County Deed Records for the Property.

By my signature below, I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

VINEYARDS AT PORTER RANCH, LLC
a California limited liability company

By: SHAPELL LIBERTY INVESTMENT PROPERTIES, LLC,
a Delaware limited liability company
Its Sole Member

By: SHAPELL PORTER, LLC,
a Delaware limited liability company
Member

By: Shapell Properties, Inc.,
a Delaware corporation
Its Sole Member

By: 
Name: John Love
Title: Vice President

11200 Corbin Ave., Suite 201 ■ Porter Ranch, CA 91326
Telephone 323.655.7330

OPERATING AGREEMENT

VINEYARDS AT PORTER RANCH, LLC

THIS OPERATING AGREEMENT (this "Agreement") of Vineyards at Porter Ranch, LLC (the "Company"), is made and entered into to be effective for all purposes as of February 17, 2017 (the "Effective Date") by Shapell Liberty Investment Properties, LLC ("Member"), as the sole member of the Company.

RECITALS:

WHEREAS, the Company was formed as a limited liability company pursuant to the California Revised Uniform Limited Liability Company Act (California Corporations Code sections 17701.01 – 17713.13) (as amended from time to time, the "Act") and the Company's Articles of Organization ("Articles of Organization") were filed with the California Secretary of State on February 17, 2017 as evidenced by File No. 201706010515;

WHEREAS, the Member now desires to clearly define the terms and conditions of its rights and responsibilities with regard to the operation of the Company, as more specifically set forth in this Agreement.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Operation. The Member shall operate the Company as a limited liability company under the Act, upon the terms and subject to the conditions set forth in this Agreement, as the same may be amended from time to time. In furtherance of the foregoing, the Member shall file any necessary amendments to the Articles of Organization of the Company in the office of the Secretary of State of the State of California and such other documents as may be required or appropriate under the Act or the laws of any other jurisdiction in which the Company may conduct business or own property.

2. Name and Principal Place of Business.

(a) The name of the Company is "**Vineyards at Porter Ranch, LLC**". The Member may change the name of the Company or adopt such trade or fictitious names for use by the Company as the Member may from time to time determine.

(b) The principal place of business and office of the Company shall be located at 1990 S. Bundy Drive, Suite 500, Los Angeles, California, 90025 or at such other place or places as the Member may from time to time designate.

3. Registered Agent and Registered Office. The name of the Company's registered agent for service of process shall be Benjamin D. Gemperle, and the address of the Company's registered office in the State of California shall be 1990 S. Bundy Drive, Suite 500, Los Angeles, California, 90025. The registered agent and the registered office of the Company may be changed from time to time by the Member.

4. Term. The term of this Agreement shall be deemed to have commenced on the filing of the Articles of Organization in the office of Secretary of State of the State of California

and shall continue until terminated pursuant to the provisions of this Agreement by the Member. Upon the final dissolution of the Company in accordance with the terms and conditions set forth in Section 12 below, this Agreement will automatically terminate.

5. Purpose. The principal purposes and business of the Company shall be to engage in any lawful act or activity for which a limited liability company may be organized under the Act, and to conduct such other activities as may be necessary, advisable, convenient or appropriate to promote or conduct the business of the Company as set forth herein, including, but not limited to, entering into partnership agreements in the capacity of a general or a limited partner, owning stock in corporations and the incurring of indebtedness and the granting of liens and security interests on the real and personal property of the Company; it being agreed that each of the foregoing is an ordinary part of the Company's business.

6. Member. The Member is the sole member of the Company and shall be shown as such on the books and records of the Company. Except as expressly permitted by this Agreement, no other person or entity shall be admitted as a member of the Company, and no additional interest in the Company shall be issued, without the approval of the Member. The name and the address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Shapell Liberty Investment Properties, LLC	1990 S. Bundy Drive, Suite 500 Los Angeles, California, 90025

7. Management.

(a) Except as specifically limited herein or to the extent delegated by the written agreement of the Member, (i) the business and affairs of the Company shall be vested in and controlled by the Member, which shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with this Agreement and to do anything and everything the Member deems necessary or appropriate to carry on the business of the Company; and (ii) the Member shall have full, exclusive and complete discretion in the management and control of the Company for the purposes set forth above in Paragraph 5. All approvals and consents required herein may be prospective or retroactive.

(b) The Member is, to the extent of its rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's business, and the actions of the Member taken in accordance with such rights and powers shall bind the Company. The Member shall exercise its authority as such in its capacity as manager of the Company.

(c) Nothing herein contained shall impose any obligation on any person, entity or firm doing business with the Company to inquire as to whether or not the Member has exceeded its authority in executing any contract, agreement, lease, mortgage, note, guaranty, loan agreement, pledge, security agreement or other evidence of indebtedness, deed, assignment, conveyance or other transfer instrument or any other document or instrument of any kind or nature (each, a "Contract") on behalf of the Company in its capacity as manager of the Company, and any third person shall be fully protected in relying upon such authority. In furtherance thereof, the Member is expressly authorized to execute any Contract as an

"Authorized Signatory" or "Authorized Representative" of the Company, in its capacity as the manager of the Company.

(d) The Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member may enter into transactions that are similar to the transactions into which the Company may enter, and the Company waives the right or claim to participate therein.

8. Officers. The Member may adopt resolutions authorizing certain officers to act on behalf of the Company on such terms as the resolutions shall provide.

9. Capital Contributions. The Member shall make an initial capital contribution and additional capital contributions as and when the Member deems necessary. The Member will not have any obligation to restore any negative or deficit balance in its capital account, including any negative or deficit balance in its capital account upon liquidation and dissolution of the Company.

10. Accounting Principles. The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Member determines is in the best interest of the Company.

(a) Accounting Period. The Company's accounting period shall be the calendar year.

(b) Records, Audits and Reports. The Company shall maintain, or cause to be maintained, in a manner customary and consistent with generally accepted accounting principles, practices and procedures, a comprehensive system of office records, books and accounts (which records, books and accounts shall be and remain the property of the Company) in which shall be entered fully and accurately each and every financial transaction with respect to the ownership and operation of the Company and any of the Company's assets. Such books and records of account shall be prepared and maintained at the principal place of business of the Company or such other place or places as may from time to time be determined by the Member.

(c) Tax Matters Partner. The Member shall be the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Internal Revenue Code of 1986 (as amended from time to time, the "Code"). The Company shall indemnify and reimburse the Member for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Member attributable to the Company. The payment of all such expenses shall be made before any distributions are made to the Member or any discretionary reserves are set aside. The Member shall not have any obligation to provide funds for such purpose. The provisions for exculpation and indemnification of the Member set forth in Sections 14 and 15 of this Agreement shall be fully applicable to the Tax Matters Partner.

(d) Returns and Other Elections. The Member shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information returns deemed necessary and required in each jurisdiction in which the Company does business.

(e) Disregarded Entity. The Company shall be a disregarded entity and make or cause to be made any filings appropriate to such status.

11. Distributions. After providing for the satisfaction of all of the current debts and obligations of the Company, after any required payments on any loan or other financing and subject to compliance with the Act, the Company shall make such distributions at such times as determined by the Member.

(a) Net Cash Flow. Net cash flow from the Company's operations, if any, shall be distributed at such times and in such amounts as determined by the Member.

(b) Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Member shall be treated as amounts paid or distributed, as the case may be, to the Member with respect to which such amount was withheld pursuant to this Agreement. The Company is authorized to withhold from payments and distributions, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Member with respect to which such amount was withheld.

(c) Limitation Upon Distributions. The Company shall not make a distribution if, after giving effect to the distribution, (a) the Company would not be able to pay its debts as they become due in the usual course of business, or (b) all liabilities of the Company, other than liabilities to the Member on account of its ownership interest in the Company and liabilities for which the recourse of creditors is limited to specified property, exceed the fair value of the Company's assets, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of that property exceeds that liability.

12. Dissolution.

(a) Events Causing Dissolution. Except as otherwise provided in this Agreement, the Company shall dissolve at such time and in such manner as provided in the Act. Without limiting the foregoing, the Company shall be dissolved and its business wound up upon the earlier to occur of any of the following events:

- (i) the written consent of the Member; or
- (ii) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act; or
- (iii) the entry of a decree of judicial dissolution of the Company under the Act.

(b) Continuation. Upon the occurrence of any event of dissolution, the Company shall not be dissolved or required to be wound up and this Agreement shall not be deemed to be terminated if the Member takes such steps as are provided in the Act for the continuation of the Company's existence.

(c) Upon dissolution, the Company's assets may be distributed or liquidated by the Member in an orderly manner. The Member shall act as the liquidator and shall otherwise wind up the business of the Company pursuant to this Agreement. In performing its duties, the Member is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Company in accordance with the Act and in any reasonable manner that the Member shall determine to be in the best interest of the Member or the Company. The Member shall comply with any applicable legal requirements regarding liquidation or distribution of the Company's assets.

(d) When all debts, liabilities and obligations of the Company have been paid or discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been liquidated or distributed as determined by the Member, the Member shall file a certificate of cancellation of the Articles of Organization, with the office of Secretary of State of the State of California, as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

13. Transfers of Interests. Substitute or additional members shall only be admitted to the Company upon the prior written approval of the Member.

14. Indemnification. Neither the Member, nor any member, manager, general partner, limited partner, director, officer or agent of the Member (each an "Indemnified Party" and collectively, the "Indemnified Parties") shall be liable to the Company for monetary damages for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by it arising out of or in connection with this Agreement or the Company's business or affairs. The Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless each of the Indemnified Parties against any losses, claims, damages or liabilities to which such Indemnified Party may become subject in connection with any matter arising out of or in connection with this Agreement or the Company's business or affairs. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Company under this Paragraph 14 shall (i) be in addition to any liability which the Company may otherwise have, and (ii) inure to the benefit of the Indemnified Parties and their respective affiliates and their respective members, directors, officers, employees, agents and affiliates and any successors, assigns, heirs and personal representatives of such persons. Notwithstanding anything in this Agreement to the contrary, the terms and conditions of this Section shall survive the termination of this Agreement and the dissolution of the Company.

15. Liability of the Member. Except as otherwise expressly provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any of Member's members, agents, or representatives shall be personally liable for any such debt, obligation or liability of the Company. Except as otherwise expressly provided in the Act, the liability of the Member shall be limited to the amount of capital contributions, if any, required to be made by the Member in accordance with the provisions of this Agreement, but

only when and to the extent the same shall become due pursuant to the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, the terms and conditions of this Section shall survive the termination of this Agreement and the dissolution of the Company.

16. Nature of Interest in the Company: Member shall not have any direct interest in any specific assets of the Company. The interest of Member in this Company is personal property.

17. Miscellaneous.

(a) Further Assurances. The Member shall execute, acknowledge, deliver, file, and record such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the intent and purposes of this Agreement.

(b) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors and assigns.

(c) Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.

(d) Amendments. This Agreement may be amended only by a written instrument executed by the Member.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Captions. All titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision in this Agreement.

(g) Creditors Not Benefited. Nothing contained in this Agreement is intended or shall be deemed to benefit any creditor of the Company or the Member, and no creditor of the Company shall be entitled to require the Company or the Member to solicit or accept any capital contribution for the Company or to enforce any right which the Company may have against the Member under this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

MEMBER:

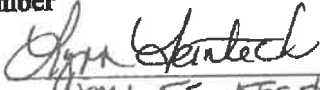
SHAPELL LIBERTY INVESTMENT PROPERTIES, LLC,
a Delaware limited liability company

By: **SHAPELL PORTER, LLC,**
a Delaware limited liability company
Its Member

By: **Shapell Properties, Inc.,**
a Delaware corporation
Its Sole Member

By: 
Name: William C. West
Title: President

By: **LIBERTY BUILDING COMPANY INVESTMENT PROPERTIES, INC.,**
a California corporation
Its Member

By: 
Name: Lynn Fentech
Title: President

ACTION *by* UNANIMOUS WRITTEN CONSENT
of the
SOLE MEMBERS
of
SHAPELL LIBERTY INVESTMENT PROPERTIES, LLC

DECEMBER 6, 2022

The undersigned, being the sole members (the “**Members**”) of Shapell Liberty Investment Properties, LLC, a Delaware limited company (the “**Company**”) hereby adopt the following resolutions by written consent, without a meeting, pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, dated as of December 6, 2022:

Appointment of Officer

RESOLVED, that the following person is hereby appointed to the office set forth opposite his name below, to serve in such capacity at the pleasure of the Members effective upon the date hereof:

NAME

OFFICE

John Love

Vice President

RESOLVED, FURTHER, that the aforementioned person (“**Officer**”) shall serve at the pleasure of the Members until the earlier of (i) his termination from the Company, (ii) his death, permanent disability or resignation, or (iii) the Company’s revocation of his office by action of the Members.


RESOLVED, FURTHER, that the Officer be granted the authority to act as an agent of the Company for the purpose of the Company’s business and the actions of the Officer taken in accordance with such powers shall bind the Company.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Company, have caused this unanimous written consent to be executed as of the date first written above.

MEMBERS:

SHAPELL PORTER, LLC,
a Delaware limited liability company
Member

By: Shapell Properties, Inc.,
a Delaware corporation
Its Sole Member

By: 
Name: William P. West
Title: President

LIBERTY BUILDING COMPANY INVESTMENT PROPERTIES, INC.,
a California corporation
Member

By: 
Name: Lynn Feintech
Title: President