



APPLICATIONS:

DEPARTMENT OF CITY PLANNING APPLICATION

THIS BOX FOR CITY PLANNING STAFF USE ONLY

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

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.

Detailed filing instructions are found on form CP-7810

1. PROJECT LOCATION
12833 W VENTURA BLVD
Street Address 4218, 4220, 4230 COLDWATER CANYON AVE; 12833 & 12835 W. VENTURA BLVD Unit/Space Number 110
Legal Description (Lot, Block, Tract) Lot A, Tract P M 353, Portion lot 5, Tract 1368
Assessor Parcel Number 2375021022 & 2375021025 Total Lot Area 173,157.09 sf

2. PROJECT DESCRIPTION
Present Use grocery space under construction
Proposed Use grocery with off-site sales of a full line of alcoholic beverages
Project Name (if applicable) Erewhon Studio City
Describe in detail the characteristics, scope and/or operation of the proposed project Please see attached.

Additional information attached [X] YES [] NO

Complete and check all that apply:

Existing Site Conditions

[X] Site is undeveloped or unimproved (i.e. vacant)
[] Site is located within 500 feet of a freeway or railroad
[] Site has existing buildings (provide copies of building permits)
[X] Site is located within 500 feet of a sensitive use (e.g. school, park)
[] Site is/was developed with use that could release hazardous materials on soil and/or groundwater (e.g. dry cleaning, gas station, auto repair, industrial)
[] 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)

DCP APPLICATION-EREWHON ATTACHMENT

2. Project Description

“Describe in detail the characteristics, scope, and/or operation of the proposed project”:

A Master Plan Approval to allow the sale a full line of alcoholic beverages for off-site consumption in conjunction with a new 11,825 sq. ft. grocery store with on-site instructional tasting and having the hours of operation from 6:00 a.m. to 12:00 a.m. daily in the C1.5-1VL-RIO zone.

Proposed Project Information

(Check all that apply or could apply)

- Demolition of existing buildings/structures
- Relocation of existing buildings/structures
- Interior tenant improvement
- Additions to existing buildings
- Grading
- Removal of any on-site tree
- Removal of any street tree

- Removal of protected trees on site or in the public right of way
- New construction: _____ square feet
- Accessory use (fence, sign, wireless, carport, etc.)
- Exterior renovation or alteration
- Change of use and/or hours of operation
- Haul Route
- 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: _____ 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)? n/a ft.
 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 12.24M

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

Action Requested, Narrative: Please see attached

Authorizing Code Section _____

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

Action Requested, Narrative: _____

Additional Requests Attached YES NO

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

DCP APPLICATION-EREWHON ATTACHMENT 2

3. Action(s) Requested

“Action Requested, Narrative”

Request: A Master Plan Approval, pursuant to the provisions of Section 12.24 M of the Los Angeles Municipal Code, to allow the sale of a full line of alcoholic beverages for off-site consumption in conjunction with a new 11,825 sq. ft. grocery store with on-site instructional tasting and having the hours of operation from 6:00 a.m. to 12:00 a.m. daily in the C1.5-1VL-RIO zone.

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) PAR-2020-112-CUB, DIR-2016-1896-DI-1A

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. _____ | Ordinance No.: _____ |
| <input type="checkbox"/> Condition compliance review | <input type="checkbox"/> Clarification of Q (Qualified) classification |
| <input type="checkbox"/> Modification of conditions | <input type="checkbox"/> Clarification of D (Development Limitations) classification |
| <input type="checkbox"/> Revision of approved plans | <input type="checkbox"/> Amendment to T (Tentative) classification |
| <input type="checkbox"/> Renewal of entitlement | |
| <input type="checkbox"/> Plan Approval subsequent to Master Conditional Use | |

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:

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.

- a. Specialized Requirement Form _____
- b. Geographic Project Planning Referral Attached _____
- c. Citywide Design Guidelines Compliance Review Form _____
- d. Affordable Housing Referral Form _____
- e. Mello Form _____
- f. Unpermitted Dwelling Unit (UDU) Inter-Agency Referral Form _____
- g. HPOZ Authorization Form _____
- h. Management Team Authorization _____
- i. Expedite Fee Agreement _____
- j. Department of Transportation (DOT) Referral Form _____
- k. Preliminary Zoning Assessment Referral Form _____
- l. SB330 Preliminary Application _____
- m. Bureau of Engineering (BOE) Planning Case Referral Form (PCRF) _____
- n. Order to Comply _____
- o. Building Permits and Certificates of Occupancy _____
- p. Hillside Referral Form (BOE) _____
- q. Low Impact Development (LID) Referral Form (Storm water Mitigation) _____
- r. SB330 Determination Letter from Housing and Community Investment Department _____
- s. Are there any recorded Covenants, affidavits or easements on this property? YES (provide copy) NO

PROJECT TEAM INFORMATION (Complete all applicable fields)

Applicant⁵ name Tony Antoci
Company/Firm Nowhere Holdco LLC
Address: 2430 E. 11th Street Unit/Space Number _____
City Los Angeles State CA Zip Code: 90021
Telephone 323 602 0464 E-mail: tony@enfkmkt.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) SL Retail Owner, LLC, c/o Milwood Management Corporation
Address 430 Park Avenue Unit/Space Number 201
City New York State NY Zip Code: 10022
Telephone _____ E-mail: bbesley@midwoodid.com

Agent/Representative name Valerie Sacks
Company/Firm LiquorLicense.com
Address: 2222 Damon Street Unit/Space Number _____
City Los Angeles State CA Zip: 90021
Telephone (310) 500-6282 E-mail: valerie@liquorlicense.com

Other (Specify Architect, Engineer, CEQA Consultant etc.) _____
Name _____
Company/Firm _____
Address: _____ Unit/Space Number _____
City _____ State _____ Zip Code: _____
Telephone _____ E-mail: _____

Primary Contact for Project Information Owner Applicant
(select only one) 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).


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 the agent for service of process or 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 the agent for service of process or 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 7/28/2020

Print Name John Usdan

Signature _____

Date _____

Print Name _____

ACKNOWLEDGMENT

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 New York
County of New York

On July 28, 2020 before me, Kristin S. Chase
(insert name and title of the officer)

personally appeared John Usdan,
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 of 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 Kristin S. Chase


(Seal)

KRISTIN S. CHASE
Notary Public, State of New York
No. 01CH6245832
Qualified in New York County 23
Commission Expires August 8, 2019

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 it 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.
 - i. 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: 
Print Name: Tony Antoci

Date: 7-14-2026

**OPERATING AGREEMENT
OF
SL RETAIL OWNER LLC**

This Operating Agreement ("Agreement") of SL RETAIL OWNER LLC, a Delaware limited liability company ("Company") is entered into as of September 25, 2019, by SL RETAIL JV LLC, a Delaware limited liability company, as the sole member ("Member").

RECITALS

A. On June 12, 2019, the Certificate of Formation for the Company was filed with the Delaware Secretary of State under the Delaware Limited Liability Company Act (the "Act").

B. The Member desires to adopt and approve an operating agreement for the Company under the Act.

AGREEMENT

1. Name. The name of the limited liability company shall be SL Retail Owner LLC. The Member shall be entitled to change the name of the Company at any time.

2. Purpose. The Company's business and purpose shall consist solely of the following:

(a) to acquire, develop, own, hold, sell, lease, transfer, exchange, manage, operate, refurbish and otherwise deal in and with that certain real property commonly known as The Shops at Sportsmen's Lodge, located at 12833 Ventura Boulevard, Studio City, CA, 91604 Studio City, California (the "Property"), pursuant to and in accordance with this Agreement;

(b) to enter into and perform its obligations under a loan (the "Loan") from Pacific Western Bank, a California state-chartered bank ("Lender") entered into pursuant to a Loan Agreement ("Loan Agreement") by and between the Company and Lender;

(c) to refinance the Property in connection with a permitted repayment of the Loan;
and

(d) to transact lawful business permitted to limited liability companies by the Act that is incident, necessary, convenient or appropriate to accomplish the foregoing.

3. Principal Place of Business and Office of the Company. The principal business office of the Company shall be located at c/o Midwood Management Corp., 430 Park Avenue, Suite 201, New York, New York 10022, or such other location as may hereafter be determined by the Member.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Platinum Filings LLC, 28 Old Rudnick Lane, Dover, DE 19901.

5. Member. The Member is SL RETAIL JV LLC, a Delaware limited liability company.

6. Powers of Member.

(a) Powers. The management of the Company shall be vested in the Member.

(b) Officers. The Member may, from time to time, appoint one or more Persons to be officers of the Company. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office, subject to the terms of this Agreement and any written employment agreement of such individual with the Company. The same Person may hold any number of offices. The salaries or other compensation, if any, of the officers of the Company will be fixed from time to time by the Member. The Member may remove any officer from office with or without cause; provided, however, that no removal will impair the contract rights, if any, of the officer removed or of the Company or of any other Person. Any officer may resign at any time by giving written notice to the Member. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. The Member hereby appoints [John Usdan] as the President of the Company.

(c) Authorized Persons. The Member is hereby designated as an “authorized person” within the meaning of the Act, and shall continue as the designated “authorized person” within the meaning of the Act.

7. SPE Provisions. Notwithstanding any other provision of this Agreement and any provision of law that otherwise empowers the Company, so long as any obligations under the Loan remain outstanding, the Company shall comply with the provisions of this Section 7. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement for this Section 7 only. Until the Indebtedness is paid in full, the Company shall be a Single Purpose Entity. For purposes hereof, a “Single Person Entity” means that the Company has not and shall not:

(a) fail to be organized solely for the purpose of (i) owning the Property, (ii) entering into the Loan Documents to which it is a party, and (iii) engaging in any activity that is incidental, necessary or appropriate to accomplish the foregoing;

(b) engage in any business or activity other than the ownership of the Property, and activities incidental thereto;

(c) own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(d) merge into or consolidate with any Person, to the fullest extent permitted by law, dissolve, terminate, wind up or liquidate in whole or in part, Divide, or convert to another form of incorporated or unincorporated business or entity, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(e) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, and, qualification to do business in the state where the Property is located, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's organizational documents;

(f) own, form or acquire any subsidiary or make any investment in, any Person;

(g) commingle its assets with the assets of any of its equitable or beneficial owners, affiliates, principals or of any other Person nor fail to hold all of its assets in its own name;

(h) incur any Debt other than the Indebtedness and Permitted Debt which is paid when due;

(i) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due; provided, however, that interest holders in the Company shall not be obligated to make additional capital contributions beyond their initial capital contributions;

(j) fail to maintain its records, books of account and bank accounts separate and apart from those of the equitable or beneficial owners, principals and affiliates of the Company, the affiliates of an equitable or beneficial owner or principal of the Company and any other Person or fail to maintain such books and records in the ordinary course of its business;

(k) except with respect to any contract or agreement expressly identified in this Agreement or as permitted by the Loan Agreement, enter into any contract or agreement with any equitable or beneficial owner, principal or affiliate of the Company, any Guarantor, or any equitable or beneficial owner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any equitable or beneficial owner, principal or affiliate of the Company, any Guarantor or any equitable or beneficial owner, principal or affiliate thereof;

(l) to the fullest extent permitted by law, seek the dissolution or winding up in whole, or in part, of the Company;

(m) fail to make commercially reasonable efforts to correct any known misunderstandings regarding the separate identity of the Company, from any equitable or beneficial owner, principal or affiliate thereof or any other Person;

(n) guaranty or become obligated for the debts of any other Person or hold out its credit as being able to satisfy the debts of another Person; make any loans or advances to any third party, including any equitable or beneficial owner, principal or affiliate of the Company, or any equitable or beneficial owner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other Person (other than cash or investment grade securities);

(o) fail to pay any taxes required to be paid by it under applicable law nor fail to file its own tax returns, nor file a consolidated federal income tax return with any other entity, except to the extent that the Company is treated as a “disregarded entity” for tax purposes and is not required to file tax returns under any applicable law; provided, however, that direct and indirect interest holders in the Company shall not be obligated to make additional capital contributions beyond their initial capital contributions;

(p) fail to hold itself out to the public as a legal entity separate and distinct from any other Person;

(q) fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that the Company is responsible for the debts of any third party (including any equitable or beneficial owner, principal or affiliate of the Company, or any equitable or beneficial owner, principal or affiliate thereof);

(r) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided, however, that interest holders in the Company shall not be obligated to make additional capital contributions beyond their initial capital contributions;

(s) hold itself out as or be considered as a department or division of (i) any equitable or beneficial owner, principal, or affiliate of the Company, (ii) any affiliate of an equitable or beneficial owner or principal of the Company, or (iii) any other Person;

(t) fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other Person (except that the Company may be included in consolidated financial statements of another Person, so long as (i) its separate assets shall be clearly indicated as such on such statement and such statements will indicate that the Company’s assets and credit are available to satisfy the debts and other obligations of any other Person, and (ii) such assets shall also be listed on the Company’s own separate balance sheet);

(u) fail to observe all applicable organizational formalities;

(v) fail to pay its own liabilities, including but not limited to the salaries of its own employees (if any are required), from its own funds; provided, however, that direct and indirect interest holders in the Company shall not be obligated to make additional capital contributions beyond their initial capital contributions;

(w) fail to maintain a sufficient number of employees (if any are required) in light of its contemplated business operations;

(x) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

(y) fail to use separate stationery, invoices and checks bearing its own name;

(z) pledge its assets for the benefit of any other Person, other than in connection with the Loan;

(aa) acquire the obligations or securities of any equitable or beneficial owner, principal or affiliate of the Company, any Guarantor or any equitable or beneficial owner, principal or affiliate thereof;

(bb) fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;

(cc) have any obligation to indemnify its equitable or beneficial owners, officers, directors or affiliates, as the case may be, or have such an obligation only if it is fully subordinated to the Loan and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Loan is insufficient to pay such obligation;

(dd) fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions;

(ee) have any of its obligations guaranteed by any equitable or beneficial owner, principal or affiliate of the Company except Guarantor;

(ff) take for itself or cause any other entity to take any of the following actions without the prior unanimous written consent of its partners, members or managers, as applicable: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law; file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek, consent to or acquiesce to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing; and

(gg) fail to be formed and organized as a limited liability company under the laws of the State of Delaware.

For purposes of this Section 7 only, an "affiliate" of a Person means (i) any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with

such Person, or (ii) any director, officer, employee, manager, child or spouse (or any trust for the benefit of a child or spouse) of any Person described in subsection (i) above.

8. Term; Dissolution. The term of the Company shall continue on a perpetual basis unless dissolved pursuant to this Section 8. The Company shall dissolve, and its affairs shall be wound upon the entry of a decree of judicial dissolution under the Act. Upon the winding up of the Company, subject to the provisions of the Act, the Member shall pay or make reasonable provision to pay all claims and obligations of the Company, including all costs and expenses of the liquidation and all contingent, conditional or un-matured claims and obligations that are known to the Member. If there are sufficient assets, such claims and obligations shall be paid in full and any such provision shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available therefore. Any remaining assets shall be distributed to the Member.

9. Capital Account; Membership Interest. The Member's capital account shall be credited with contributions made by the Member and revenues of the Company and shall be debited with all costs, expenses and losses of the Company and the amount of any distributions (including return of capital) made to the Member. No interest will be paid on the Member's Capital Account. The Member is the owner of one hundred percent (100%) of the membership interests in the Company.

10. Allocation of Profits and Losses. The Company's net profits and losses shall be allocated 100% to the Member.

11. Distributions. Distributions shall be made by the Company to the Member at the times and in the aggregate amounts determined by the Member, subject to the limitations on distributions provided in the Act.

12. Limited Liability. Except as otherwise provided by 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 the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

13. Books and Records; Bank Accounts.

(a) Books and Records. The Company's books and records shall be maintained at the principal place of business of the Company.

(b) Bank Accounts. All funds of the Company shall be deposited in such bank account or accounts as the Member shall from time to time determine. All withdrawals and disbursements therefrom shall be made by wire transfer or by check signed by the Member or by authorized persons designated by the Member.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

15. Headings. The title or section headings of the various provisions hereof are intended solely for convenience of reference and shall not in any manner amplify, limit or modify or otherwise be used in the interpretation of any of such provisions.

16. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender, and the singular and plural number, shall be deemed to include the other whenever the context so indicates.

17. Severability. If any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall remain enforceable in accordance with their terms, subject to such modification as is necessary to achieve to the extent legally possible the economic effect intended by the parties to this Agreement.

18. Amendments and Waivers. No amendment or waiver of this Agreement shall be effective unless made in writing and signed by the Member.

19. Indemnity. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless the Member and any officer or authorized signatory (individually, an "Indemnified Person") from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, brought against, or threatened against, the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company or by reason of the fact person was the Member or an officer of the Company, except for the Indemnified Person's intentional fraud or willful misconduct. Such indemnification shall be provided regardless of whether the person entitled to indemnification continues to be an Indemnified Person at the time any such liability or expense is paid or incurred.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement as of the date first above written.

MEMBER:

SL RETAIL JV LLC,
a Delaware limited liability company

By: VENTURA BLVD. ASSOCIATES LLC,
a Delaware limited liability company,
its Manager

By: MIDWOOD VBA MANAGER LLC,
a Delaware limited liability company,
its Manager

By: 
Name: John Usdan
Title: Sole Member



LOS ANGELES
 201 H. LOS ANGELES ST. STE. 13A
 LOS ANGELES, CA 90012
 TEL: (213) 617-9600. FAX: (213) 617-9643

VAN NUYS
 14540 SYLVAN ST.
 VAN NUYS, CA 91411
 TEL: (818) 779-8866. FAX: (818) 779-8870

CONTRACT

CASE NUMBER:

BTCID: LA20-399

REFERENCE:

DATE: 5/19/2020

SITE ADDRESS: 12833 W. VENTURA BLVD.

AUTHORIZED BY: WINSTON

DESCRIPTION OF SERVICES AND FEES:

Labels and Mailing Preparation - Number	0	x \$1.96	
Mailing Only - Number	25	x \$1.73	\$43.25
Appeals - Number		x \$1.70	\$0.00
Posting of Site - Number of signs	1	x \$85.00 (1 st)	\$225.00
	2	x \$70.00 (addtl.)	
Research/Add'l N.C. and Council Notification			\$13.00
All Weather Posting (optional)	0	\$20.00	
Removal of Signs (optional)	0	\$50.00	

TOTAL DUE: \$281.25

A COPY OF THIS FORM MUST BE PRESENTED TO THE PLANNING DEPARTMENT AT THE TIME OF FILING TO HAVE YOUR APPLICATION DEEMED "COMPLETE"

Note: If applicant/map maker is retaining labels for addition of case number, labels must be returned to BTC within 7 days from the date of this invoice, or BTC will be forced to produce labels and charge the applicant/map maker. If bill is not paid, further processing of your other cases will stop. For cases requiring immediate mailing, labels must be submitted on the day of payment or BTC will produce labels and charge applicant/map maker.

x

The City of LA usually generates a determination letter comprising of one(1) to three(3) pages which requires 1st Class postage. If your project requires a determination letter that exceeds three pages, you will be billed for excess postage and material costs that are due on receipt of bill. A \$ 50.00 fee will be charged if you want a copy of the BTC file(s).

x

Refunds and Credits only valid one year from the original filing date. Cancellations and changes are subject to a 20% or \$50.00 handling fee, whichever is greater. Returned checks subject to a \$200.00 fee. If the check is fraudulent, the City will be notified that the invoice is null and void. A fee of 10% will be charged to re-activate all null and void invoices.

x

If instructed by the city that your case has gone to appeal, we will immediately mail out per city instructions. The cost of mail and processing of \$\$1.70/label, is immediately due to us from you. It is to be paid within 10 days. If we do not receive payment within 10 days, a 10% a month (starting after 10 days) fee will be charged and due.

x

Signature:

Telephone: (310) 500-6282

Print Name: NOWHERE HOLDCO, LLC./CINDY BLOCK

Refunds and Credits only valid one year from the original filing date.

PAID
 5-19-20
 CINDY 12833

SPECIAL INSTRUCTIONS FOR ALCOHOL (CUB) & ADULT ENTERTAINMENT ESTABLISHMENTS (CUX) – LAMC 12.24 W.1 & 12.24 W.18

City of Los Angeles – Department of City Planning

The Special Instructions for Alcohol (CUB) & Adult Entertainment Establishments is a required attachment to the *MASTER LAND USE APPLICATION INSTRUCTIONS* (CP-7810). Only utilize this form when filing for a conditional use permit pursuant to LAMC Section 12.24 W.1 for alcohol establishments or pursuant to 12.24 W.18 for adult entertainment establishments.

ADDITIONAL REQUIREMENTS/FINDINGS FOR APPROVAL OF A CUB or CUX:

For a CUB or CUX request to be considered, the following additional information and findings must be provided.

1. **RADIUS MAP REQUIREMENTS.** In addition to the Public Noticing requirements detailed in the Master Land Use Application Instructions (CP-7810):
 - Radius Maps for alcohol uses must show land use to a 600-foot radius.
 - A **LIST OF ALCOHOL ESTABLISHMENTS** between 600 and 1,000 feet of the site is required. Include in the list the type of license and address.
 - A **LIST OF THE FOLLOWING USES** within 600 feet is also required:
 - (1) residential uses and type (single-family, apartment, hotel, etc.);
 - (2) churches;
 - (3) schools, including nursery schools and child-care facilities;
 - (4) hospitals;
 - (5) parks, public playgrounds and recreational areas; and
 - (6) establishments dispensing, for consideration, alcoholic beverages for consumption on or off premises.
2. **FINDINGS (on a separate sheet)**
 - a. **General Conditional Use**
 - i. That 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. That 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. That 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 proposed use will not adversely affect the welfare of the pertinent community.
 - ii. Explain how the approval of the application will not result in or contribute to an undue concentration of such establishments.
 - iii. Explain how the approval of the application will not detrimentally affect nearby residential zones or uses.

3. **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? 94,928
- b. What is the total square footage of the space the establishment will occupy? 11,825
- c. What is the total occupancy load of the space as determined by the Fire Department? 137
- d. What is the total number of seats that will be provided indoors? 0 Outdoors? 0
- e. If there is an outdoor area, will there be an option to consume alcohol outdoors? n/a
- f. If there is an outdoor area, is it on private property or the public right-of-way, or both? n/a
 - 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? n/a Outdoors? n/a

h. Parking

- i. How many parking spaces are available on the site? 446
- 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 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? yes Will the service be for a charge? yes
- 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 B17? n/a

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

- a. 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	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am
Proposed Hours of Alcohol Sale	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am	6am-12am

b. 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 12.24 W.18.*

c. 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

d. Will there be any accessory retail uses on the site? yes What will be sold? alcohol, groceries, retail

e. **Security**

i. How many employees will you have on the site at any given time? 50-60

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.

f. **Alcohol**

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

a. 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

a. 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? no

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, but on-site consumption will not be permitted
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/>.

5. 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? off-site
- i. If yes, is the establishment a bona-fide eating place (restaurant) or hotel/motel? no
 1. If no, contact the CA Department of Alcoholic Beverage Control (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**.

6. ADDITIONAL REQUIREMENTS FOR MASTER CUBs/CUXs. In addition to all requirements detailed in the Master Land Use Application Instructions (CP-7810), applications for Master CUBs/CUXs shall include:

- A separate sheet containing a table identifying all CUB or CUX requests on the subject site, indicating: the type of alcohol permit sought; the square footage of each particular restaurant, bar or event space; the identifying address or suite/unit number corresponding to each CUB/CUX request; and (if known) the tenant-operator of each alcohol or adult entertainment establishment.
- All CUB or CUX requests on the subject site clearly identified and labeled on the plot plan and applicable floor plans, indicating: each type of alcohol permit sought; the square footage of each particular restaurant, bar or event space; and the identifying address or suite/unit number corresponding to each CUB/CUX request.

NOTE: *Please consider submitting documents beyond the requirements outlined in this form. If there are other circumstances which may further a more complete understanding of the project, do not hesitate to submit such information. The documents submitted with the application and the public hearing constitute the **primary opportunity** to clarify and define the project.*

Proposed Findings
REQUEST FOR DISCRETIONARY APPROVAL
Erewhon at Sportsman’s Lodge
Master Plan Approval
L.A.M.C. §12.24-M
12833-12835 Ventura Boulevard; 4218-4230 Coldwater Canyon Avenue
Suite 110
Studio City, CA 91604

A. General Conditional Use

I. That 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.

The Applicant, Erewhon Market, Inc. (“Erewhon” or “the Applicant”), is requesting a Master Plan Approval (“MPA”) for its forthcoming full-service supermarket at the forthcoming Shops at Sportsman’s Lodge. The MPA is needed to enable it to sell a full-line of alcoholic beverages for off-site consumption (type 21 ABC license), and to enable it to offer instructional tastings of a full line of fine wines, beers, and spirits (type 86 ABC license). The requested uses, if approved, are to take place within a 11,825 s.f. supermarket located in a 97,807 s.f. mixed-use project in the C1.5-1VL-RIO zone. Market hours of operation will be from 6 a.m. – 12 a.m. daily, and instructional tastings will take place on an intermittent basis between the hours of 10 a.m. – 9 p.m. The developer of the overall project, the Shops at Sportsman’s Lodge, is submitting a Master Conditional Use Permit (“MCUB”) simultaneously herewith, requesting approval in concept for a variety of different alcohol-serving or selling uses, including the requests which are the subject of this MPA application.

In terms of enhancing the built environment, Erewhon will be an anchor tenant in The Shops at Sportsman’s Lodge (“SSL”), which is part of an ambitious reimagining of an iconic neighborhood landmark. SSL is part of a substantial reinvestment in the Sportsman’s Lodge complex, a hotel/resort center and wedding/event venue that is known and beloved by many who grew up in the San Fernando Valley. This elegantly designed portion of the complex is part of a major “refresh” of this property, and will be home to more than 90,000 sf of restaurant, retail, and other commercial uses, such as an Equinox gym. With lush landscaping, water features, and great indoor-outdoor flow, this one-of-a-kind oasis promises to become a popular destination for Studio City and beyond.

The shopping center is currently under construction, with an anticipated completion date of January 2021. Pursuant to DIR-2014-886-SPA-SPPA, the site received approval of the construction of 5 new one and two-story commercial buildings of up to 33’ in height for retail, restaurant and fitness facilities with shared parking with the hotel and a signage program. Specifically, the owner/Applicant was approved for a new 97,807 square-foot mixed-use shopping center with 24,251 square feet of restaurant space, 37,518 square feet of retail space, 30,000 square feet of health club space and 6,038 square feet of accessory space (i.e. hallways, elevators etc.) with 446 parking spaces. Erewhon’s requests are operational only, and will not impact the size, configuration, parking, or other aspects of the project reviewed therein.

Erewhon will be an anchor for the shopping center. As a grocer specializing in healthy and sustainable food and other products, Erewhon understands that, like most grocery customers, its customers expect

to be able to purchase alcoholic beverage products while they shop for other items. In addition, the request for a type 86 ABC license to allow occasional instructional tastings as an accessory to the type 21 (off-sale general) ABC license is envisioned as another feature that will be appreciated in this context. Erewhon sells brands with which customers may not be familiar, as they specialize in suppliers, often local or small-batch producers, who share the company's forward-thinking values. The ability of Erewhon customers to educate themselves about possibly unfamiliar brands of beer, wine, and spirits in a supervised and appropriately managed environment will be supportive of the sociable and communal environment that the project developer seeks to foster. In addition to the MPA and the MCUB filed concurrently herewith, Erewhon will require a finding of Public Convenience and Necessity.

In terms of performing a function or providing a service that is essential or beneficial, Erewhon Market is an organic grocer and cafe and currently operates 5 stores throughout Southern California with locations in Calabasas (Agoura Rd.), Los Angeles (Beverly Blvd.), Santa Monica (Wilshire Blvd.), Venice (Venice Blvd.) and Pacific Palisades (Sunset Blvd.). A new location in Silverlake is under construction with an anticipated opening date this summer. Erewhon actively seeks out the finest natural and organic foods available, and maintains strict quality standards. Erewhon's customers rely on the company to provide a generous selection of fresh, organic, minimally processed foods devoid of the types of artificial additives, sweeteners, colorings and preservatives found so frequently in foods sold at other supermarkets along with a selection of beer, wine and liquor that reflects its values in terms of health, sustainable, tastiness, and overall quality. Erewhon has long been recognized for the outstanding quality of its products and its exceptional customer service. The Applicant's SSL location will certainly be no exception to this tradition.

The proposed uses are part of an overall project to establish the Erewhon at this location, and to provide certain amenities that have become increasingly expected in upscale supermarkets such as Erewhon. The ability to sell alcohol and host instructional tastings will be pleasant and inviting amenities to help ensure the long-term economic success of the store in a responsibly managed and appropriate location. Erewhon's success, in turn, will support the success of the other uses in the SSL, all of which can be expected to work synergistically to support each other and the SSL as a whole.

For all the above reasons, the Applicant believes its requested MPA to allow sale of a full line of alcoholic beverages for off-site consumption and the occasional, supervised instructional tastings of beer, wine and spirits, will perform a function or provide a service that is essential or beneficial to the community, city or region.

II. That 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.

The Applicant's forthcoming project with the request for an MPA will be compatible with the existing and future development of neighboring properties, and consistent with the City's vision for the Specific Plan and Community Plan area. The plans for the site have been extensively reviewed pursuant to DIR-2014-886-SPA-SPPA and other approvals of various aspects of the overall project. Pursuant to the 2014 Director's Decision, the site received approval of the construction of 5 new one and two-story commercial buildings of up to 33' in height for retail, restaurant and fitness facilities with shared parking with the hotel and a signage program. All the requested uses are to take place within the approved buildings, and Erewhon's request for an MPA will not entail any changes to the footprint, size, or configuration of the Shops at Sportsman's Lodge.

In terms of the location, size and height of the use, the requested MPA is operational only. The Applicant's proposed full-service supermarket with off-site sales of a full line of alcoholic beverages and on-site consumption of these items at occasional instructional tasting events will be operated or conducted in a manner which will be fully compatible with adjacent properties, the surrounding neighborhood, and the public health, welfare, and safety.

Erewhon is a well-established grocer and has a number of locations already operating in and around Southern California. It has established a loyal clientele that seeks the natural products Erewhon independently sources for sale at its markets. The market strives to sell only the purest ethically, sustainably produced foods, wellness, and beauty products, including beer, wine, and liquor. In fact, Erewhon is so serious about the purity of its products that it refuses to sell products that contain more than 14 ingredients, additives, and preservatives.

The request for permission to sell a full line of alcoholic beverages for off-site consumption is in order for the Applicant to be able to sell items which its customers, like typical customers of full-service supermarkets, expect to be able to purchase while they do the rest of their grocery shopping. The ability to purchase these items while doing their other shopping is beneficial not only to the Applicant's customers; it is also beneficial to the adjacent properties and the community as a whole. There is a demand for such uses. This is an appropriate location and Erewhon is an appropriate operator to provide them. The ability to purchase beer, wine, or spirits at a full-service supermarket is rarely associated with the kinds of negative impacts sometimes associated with the purchase of alcohol, and this is particularly the case when a company with an excellent reputation both overall and in terms of its management of these items is involved.

Indeed, Erewhon has an extensive employee training program with respect to the sale of alcoholic beverage items and has an outstanding record of compliance with the California ABC. Thus, the Applicant can be relied upon to ensure that none of the negative impacts sometimes associated with the irresponsible sale of alcoholic beverage products take place here, and to ensure that its operations are compatible with the adjacent properties and surrounding neighborhood. The Applicant welcomes input from the community, the Studio City Neighborhood Council, the ABC, the Police Department, and Planning Staff, pertaining to operational conditions on the grant which will ensure that none of the negative impacts sometimes associated with alcohol sales occur at this location. At the same time, approval of the requested MPA is necessary in order to ensure Erewhon's ongoing success at this location. A long-term, stable, successful business at this location will in turn have a positive impact on its surroundings, as does any successful, appropriately sited, business.

In terms of the instructional tasting license, the Applicant will provide a safe, convenient location where responsible consumers of alcoholic beverages can learn about and sample them before purchasing. The instructional tastings will take place behind temporary barriers set up for that purpose in conformance with California State Business and Professions Code regulations pertinent to this type of alcohol license. While tastings are being conducted by authorized licensees, the area will be partitioned off, and signs that identify the area for tastings and clarify age limitations will be prominently displayed. Additionally, tasting will only take place between the hours of 10:00 a.m. to 9:00 p.m., which is a requirement the ABC places on this license type. Outside vendors will conduct the tastings under Erewhon's supervision. The tastings may occur any day of the week but will be on an intermittent basis.

The Applicant believes that the overall project will be an asset to the community, and the uses proposed in the MPA will support the project as a whole. All of the uses will be oriented toward the internal, park-like setting, as opposed to the public street or neighboring residences. The shopping center is thoroughly buffered from any residential uses by the fact that it is surrounded by major thoroughfares on two sides (Ventura and Coldwater Canyon), the river to the north, and other commercial uses to the east. Across Ventura Boulevard to the South is another commercially zoned and commercially improved area. Likewise, commercial zones/uses across Coldwater Canyon to the west provide a further buffer from any residential uses.

Therefore, not only will the sale of alcohol for on-site consumption not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety; it will be advantageous to the immediate neighborhood. For all of the above reasons, 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. That the project substantially conforms with the purpose, intent and provisions of the General Plan, the applicable community plan, and any applicable specific plan.

The within Application for a Master Plan Approval for Erewhon's new supermarket at the Shops at Sportsman's Lodge substantially conforms to the purpose, intent and provisions of the portion of the General Plan applicable to the Site, the Sherman Oaks—Studio City—Toluca Lake—Cahuenga Pass Community Plan ("Plan"). The Site is designated General Commercial per the Plan and corresponds to the C1.5, C2, C4, CR, RAS3, RAS4, and P zones. It is also located within the Studio City section of the Ventura/Cahuenga Boulevard Corridor Specific Plan ("Specific Plan"). The request is consistent with the Plan's goals with respect to commercial uses.

As noted above, the plans for the overall site have been extensively reviewed pursuant to DIR-2014-886-SPA-SPPA and other approvals of various aspects of the overall project. Pursuant to the 2014 Director's Decision, the site received approval of the construction of 5 new one and two-story commercial buildings of up to 33' in height for retail, restaurant and fitness facilities with shared parking with the hotel and a signage program. All the requested uses are to take place within the approved buildings, and Erewhon's request for an MPA will not entail any changes to the footprint, size, or configuration already approved in these prior decisions.

In terms of the proposed project's compatibility with the policies and objectives of the Community Plan that are relevant to the Site and the proposed use:

Policy 2-1.1: New commercial uses shall be located in existing established commercial areas or existing shopping centers.

Policy 2-1.3: Require that projects be designed and developed to achieve a high level of quality, distinctive character, and compatibility with existing uses and development.

Policy 2-4.1: Require that any proposed development be designed to enhance and be compatible with adjacent development.

The following purposes of the Specific Plan are relevant to the Site and consistent with the proposed use:

Purpose D.: To assure a balance of commercial land uses in the Specific Plan area that will address the needs of the surrounding communities and greater regional area.

Purpose E.: To provide a compatible and harmonious relationship between residential and commercial development where commercial areas are contiguous to residential neighborhoods.

An iconic neighborhood landmark reimagined, The Shops at Sportsman’s Lodge is part of a substantial reinvestment in the Sportsman’s Lodge complex, a hotel/resort center and wedding/event venue that is known and beloved by many who grew up in the San Fernando Valley. This elegantly designed portion of the complex is part of a major “refresh” of this property, and will be home to more than 90,000 sf of restaurant, retail, and other commercial uses, such as an Equinox gym. With lush landscaping, water features, and great indoor-outdoor flow, this one-of-a-kind oasis promises to become a popular destination for Studio City and beyond.

Erewhon will be an anchor of the center, so its success at this location is a particularly vital component of the overall project. Erewhon’s request to be able to sell a full line of alcoholic beverages for off-site consumption will be essential to the long-term success of the venture, as customers of full-service supermarkets expect to be able to purchase these items when they do their grocery shopping.

In addition to the more customary supermarket functions, the Applicant’s vision for its Shops at Sportsman’s Lodge location is to offer periodic instructional tastings of wine, beer and spirits. The Applicant believes that the opportunity for customers to learn about and sample these products will be a pleasant and inviting amenity for Erewhon customers. At the same time, the Applicant hopes that these occasional tastings will draw interest to this new location and help attract new customers to the store. Once these customers have come to the store to experience highlights from the carefully curated selection of wines, beers, and liquors, they may find themselves returning on a regular basis not only for these items but for the wide variety of high quality grocery and other offerings at the store.

Overall, though the sale of alcoholic beverages is a secondary amenity rather than the goal itself, the Applicant believes the ability to offer these items will be essential to the success of the supermarket and will be attractive to residents, neighbors, and patrons of the project.

For all of the above reasons, the project itself will be compatible with the aforementioned policies in that the proposed project will embody a high level of quality and distinctive character and will be fully compatible with surrounding uses. The request for a new MPA to enable the sale of alcohol at the market will be supportive of the restaurants and off-sale uses within the complex, which in turn is supportive of these success of the venture as a whole. Thus, the requested MPA conforms with the purpose, intent, and provisions of the applicable portions of the Plan.

IV. Explain how the proposed use will not adversely affect the welfare of the pertinent community.

Approval of an MPA for the sale of alcohol for off-site consumption at Erewhon’s forthcoming SSL location will not adversely affect the welfare of the pertinent community. The Applicant has the experience and

resources to appropriately manage the sale of alcoholic beverages. The requested hours of operation are from 6 a.m. - 12 a.m. daily with coterminous hours of alcohol sales.

The request for the MPA will be compatible with the surrounding neighborhood. The Applicant anticipates that nearby residents along with workers, tourists, hotel guests, and other visitors to the area will appreciate the opportunity to shop at Erewhon's first San Fernando Valley location, and to do so while potentially visiting the other restaurant, retail, and other commercial options in a lively and beautifully designed shopping center. Sportsman's Lodge is a San Fernando Valley institution, and has operated in a manner which has been compatible with nearby uses for decades. The multi-million dollar refresh of the Site will only increase its appeal. At the same time, the Site is well-served by existing infrastructure. The project will also positively benefit the City through generation of additional sales tax revenue, business licenses and other fees, and by providing additional short-term and long-term employment opportunities to area residents in the new restaurants.

Erewhon is a known and respected market, not only for the quality of its offerings, but also its responsible management practices that have ensure that Erewhon operates in a manner that has been compatible with the neighborhoods in which its stores are located. Moreover, the ability of customers to purchase these items while they do their grocery shopping will be an essential component of Erewhon's at this location and is a customary and expected grocery item. The long-term success of the supermarket, in turn, benefits the project as a whole as the success of the various uses within the Shops at Sportsman's Lodge will synergistically support the success of other uses in the center, along with other nearby uses. The Applicant believes that its commitment to high quality standards for all aspects of its stores contribute positively to the community as a whole.

For all of the above reasons, approval of the requested MPA will contribute to the success and vitality of the neighborhood and help make the site a fun and convenient place to visit. For all these reasons, the Applicant believes that the approval of the requested MPA will not have an adverse effect on the pertinent community.

B. Additional Findings

I. Explain how the approval of the application will not result in or contribute to an undue concentration of such establishments.

The Site is situated in an area primarily developed with other commercial and retail uses, with a significant workforce and expanding residential population, both of which create an increased demand for restaurant options. As a result, there is a high concentration of alcohol uses in the immediate area (as measured by census tract data). However, it is not uncommon to have clusters of this nature in urbanized and pedestrian-oriented sections of the City.

According to the State Department of Alcoholic Beverage Control, 4 on-site and 2 off-site licenses are allocated to Census Tract No. 1439, while 25 currently exist, including those held by Sportsman's Lodge. However, some of the ABC licenses are Accessory to other ABC licenses; thus, there are actually 26 licensees. The licenses are as follows:

Business Name	Premises Addr.	License Type
ARTS DELICATESSEN INC	12224 VENTURA BLVD	41 (On-sale beer/wine)
RALPHS 701	12842 VENTURA BLVD	21 (Off-sale general) 86 (Instructional tasting)
JERRYS FAMOUS DELI INC	12655 VENTURA BLVD	47 (On-sale full line) 77 (Event permit) 58 (caterer permit) 68 (Portable bar)
VONS 1674	4033 LAUREL CANYON BLVD	21 (Off-sale general)
SERRAS DINE & DANCE	12449 VENTURA BLVD	48 (On-sale General Public)
CALIFORNIA PIZZA KITCHEN	12265 VENTURA BLVD, STE 201	47 (On-sale full line)
ROMANOV RESTAURANT	12229 VENTURA BLVD	47 (On-sale full line) 58 (caterer permit)
ELITE PREMIER RESTAURANT	12743 VENTURA BLVD	47 (On-sale full line)
SPORTSMANS LODGE	12825 VENTURA BLVD	47 (On-sale full line)
CHIN CHIN RESTAURANT	12215 VENTURA BLVD	41 (On-sale beer/wine)
BOKADO BY FRANK LEON	12341 VENTURA BLVD	47 (On-sale full line)
ROCCOS TAVERN	12514 VENTURA BLVD	47 (On-sale full line)
SPORTSMANS LODGE	12833 VENTURA BLVD	47 (On-sale full line) 58 (caterer permit)
CVS PHARMACY 9675	12143 VENTURA BLVD	21 (Off-sale general)
CHIPOTLE MEXICAN GRILL	12175 W VENTURA BLVD	41 (On-sale beer/wine)
MEXICALI COCINA CANTINA AND UMAMI BURGER VALLI	12159-61 VENTURA BLVD	47 (On-sale full line) 58 (caterer permit)
SIX STUDIO CITY THE	12650 VENTURA BLVD	41 (On-sale beer/wine), 58 (caterer permit)
TIMES SQUARE 2011 INC	12215 VENTURA BLVD, # 209-211	47 (On-sale full line), 58 (caterer permit)
SHIKI SUSHI	12745 1/2 VENTURA BLVD	41 (On-sale beer/wine)
PIZZA REV	12103 VENTURA BLVD	41 (On-sale beer/wine)
FLASK FINE WINES	12194 VENTURA BLVD	21 (Off-sale general), 86 (Instructional tasting), 58 (caterer permit), 42 (On-sale beer/wine public premises)
GRANVILLE CAFE STUDIO CITY	12345 VENTURA BLVD, STE C	47 (On-sale full line)
ACCOLADE BRANDS	12725 VENTURA BLVD STE J1	20 (Off-sale beer/wine)
FLAVOR OF INDIA	12321 VENTURA BLVD	41 (On-sale beer/wine)
GREEN APPLE CHINA BISTRO	12265 VENTURA BLVD 112	41 (On-sale beer/wine)

SOUTH CLOUD RESTAURANT GROUP, INC.	12254 VENTURA BLVD	41 (On-sale beer/wine)
SHANGHAI ROSE DIM SUM	12229 VENTURA BLVD, STE B	41 (On-sale beer/wine)

Within 600 feet of the Site there are 8 licensees, including the Applicant, and 11 licenses. Those licenses are as follows:

Business Name	Premises Addr.	License Type
RALPHS 701	12842 VENTURA BLVD	21 (Off-sale general) 86 (Instructional tasting)
ELITE PREMIER RESTAURANT	12743 VENTURA BLVD	47 (On-sale full line)
SPORTSMANS LODGE	12825 VENTURA BLVD	47 (On-sale full line)
SPORTSMANS LODGE	12833 VENTURA BLVD	47 (On-sale full line) 58 (caterer permit)
SHIKI SUSHI	12745 1/2 VENTURA BLVD	41 (On-sale beer/wine)
AHI SUSHI	12915 VENTURA BLVD	41 (On-sale beer/wine)
YEN SUSHI	12930 VENTURA BLVD	41 (On-sale beer/wine)
IROHI SUSHI OF TOKYO REST'N	12953 VENTURA BLVD	41 (On-sale beer/wine)
BISTRO GARDEN AT COLDWATER	12950 VENTURA BLVD, #100	47 (On-sale full line)

Between 600-1000 feet of the Site, there are a total of 4 licensees who hold a total of 9 licenses. Those licenses are as follows:

Business Name	Premises Addr.	License Type
JERRYS FAMOUS DELI INC	12655 VENTURA BLVD	47 (On-sale full line) 77 (Event permit) 58 (caterer permit) 68 (Portable bar)
SIX STUDIO CITY THE	12650 VENTURA BLVD	41 (On-sale beer/wine), 58 (caterer permit)
HYPERION PUBLIC REST'N	12969 VENTURA BLVD	47 (On-sale full line), 58 (caterer permit)
IL TRAMEZZINO ITALIAN CAFÉ	13031 VENTURA BLVD	41 (On-sale beer/wine)

In terms of sensitive uses, there are 3 sensitive uses, including churches, public schools, nursery schools, child-care facilities, parks, public playgrounds, recreational areas or hospitals, located within a 600 foot radius of the Site. Those uses are as follows:

Name of Establishment	Address
Mission Renaissance Fine Art School	12930 Ventura Blvd. #116
Youth Academy of Dramatic Arts	12745 Ventura Blvd.
McPhee Int'l Vocal Studios	12751 Ventura Blvd.

There are 4 sensitive uses between 600 ft. to 1,000 ft. from the subject site, as follows:

Name of Establishment	Address
Tumble Kick Martial Arts & Gymnastics	12503 Ventura Blvd.
Elite Esport & Gaming Lounge	12655 Ventura Blvd.
Weddington Gold & Tennis; Nikki's Tennis Crew	4141 Whitsett Ave
Harvard Westlake School	3700 Coldwater Canyon Ave

This part of the City is developed with a variety of commercial uses. In that context, the number of sensitive uses in the area is not very high. In addition, the ABC recognizes that in many areas where the demand for licenses exceeds the allocation, it is still appropriate to grant additional licenses because the large number of visitors and workers who frequent the vicinity push the effective population count significantly above census numbers. This is certainly the case with regard to commercially developed corridors such as Ventura Boulevard. While there are other alcohol-serving establishments in the vicinity, the heavily populated, commercially dense nature of the area supports the current number of licenses. Furthermore, having a concentration of on-sale uses can actually be a benefit to a community, as it may be conducive to the liveliness and vitality of an area. Often, restaurant and retail patrons appreciate having a variety of options in an area when going out for a meal.

In terms of the off-sale uses, Erewhon is a full-service grocer. The sale of these items is not the type of use typically associated with problem consumption of alcoholic beverage products. As stated above, the proposed liquor store is envisioned as a gourmet purveyor of fine beers, wine, and spirits, and is also not the type of use associated with problem consumption of these products. Regardless, PCNs will be required for both proposed off-sale uses.

For the reasons stated above, the granting of the requested MPA will not result in an undue concentration of alcohol-serving establishments.

ii. Explain how the approval of the application will not detrimentally affect nearby residential zones or uses.

The approval of the requested Conditional Use Permit will not detrimentally affect nearby residential properties. As noted above, the hotel/resort complex has operated in a manner that has been compatible with nearby residential uses for decades. The revitalization of the project will provide a beautiful amenity for nearby residents and others to enjoy. The redesign has been planned in a manner that will ensure ongoing compatibility with residential uses in particular. In addition, the configuration of the project has already been subject to extensive review in terms of its compatibility with the Specific Plan in prior decisions. Review of the project for compliance with the Specific Plan does specifically address compatibility with surrounding uses.

The request for the MPA will not have a negative impact on nearby residential zones or uses. Erewhon is a known and respected market, not only for the quality of its offerings, but also its responsible management practices that have ensure that Erewhon operates in a manner that has been compatible with the neighborhoods in which its stores are located. Moreover, the ability of customers to purchase these items while they do their grocery shopping will be an essential component of Erewhon's at this location and is a customary and expected grocery item. The long-term success of the supermarket, in turn, benefits the project as a whole as the success of the various uses within the Shops at Sportsman's Lodge will synergistically support the success of other uses in the center, along with other nearby uses. The

Applicant believes that its commitment to high quality standards for all aspects of its stores contribute positively to the community as a whole.

In terms of the configuration of the Shops at Sportsman's Lodge, the project was carefully designed, reviewed, and approved to ensure compatibility with surrounding uses and compliance with applicable provisions of the Specific Plan, the RIO District, and otherwise. As approved, the project will enhance the stable single-family neighborhood immediately to the north of the project site by providing a desirable transitional buffer with a 5 to 15-foot wide landscape buffer, a permanent fence below a cantilevered deck, and ample landscaping to improve both the river experience and the screening of the proposed project. The project follows good planning principles by scaling back height where it is closest to the single-family homes.

The shopping center is thoroughly buffered from any residential uses by the fact that it is surrounded by major thoroughfares on two sides (Ventura and Coldwater Canyon), the river to the north, and other commercial uses to the east. Across Ventura Boulevard to the South is another commercially zoned and commercially improved area. Likewise, commercial zones/uses across Coldwater Canyon to the west provide a further buffer from any residential uses. The tenants are being carefully selected to ensure that they are experienced operators whose vision is consistent with the quality and character of the project as a whole.

For the reasons stated above, the Applicant believes that approval of the requested Master Conditional Use Permit to allow the sale and service of alcoholic beverages at the Shops at Sportsman's Lodge will not detrimentally affect nearby residential zones or uses.

**600 FT. TO 1,000 FT. RADIUS CHURCHES, SCHOOLS,
NURSERY SCHOOLS, CHILD-CARE FACILITIES,
PARKS, PUBLIC PLAYGROUNDS, RECREATIONAL
AREAS AND HOSPITALS LIST**

SITE ADDRESS: 12833 W. VENTURA BOULEVARD
STUDIO CITY CA 91604

TUMBLE KICK MARTIAL ARTS & GYMNASTICS (KIDS CLASSES)	12503 VENTURA BL
ELITE ESPORT & GAMING LOUNGE	12655 VENTURA BL
WEDDINGTON GOLD & TENNIS NIKKI'S TENNIS CREW (KIDS CLASSES)	4141 WHITSETT AVE
HARVARD WESTLAKE SCHOOL	3700 COLDWATER CYN AVE

600 FT. RESIDENTS, ALCOHOL BEVERAGES & SENSITIVE USES LIST

SITE ADDRESS: 12833 W. VENTURA BOULEVARD
STUDIO CITY CA 91604

1. RESIDENTIAL USES:

- A. SINGLE FAMILY - 111
- B. MULTI FAMILY - 12
- C. CONDOMINIUMS - 7

2. CHURCHES: NONE

3. SCHOOLS:

MISSION RENAISSANCE FINE ART SCHOOL 12930 VENTURA BL #116

4. HOSPITALS: NONE

5. RECREATIONAL AREAS:

YOUTH ACADEMY OF DRAMATIC ARTS 12745 VENTURA BL

MC PHEE INT'L VOCAL STUDIOS 12751 VENTURA BL

6. ALCOHOL BEVERAGE OUTLETS:

C **PREMIER REST'N, BAR & LOUNGE** 12743 VENTURA BL
TYPE 47 ON-SALE GENERAL EATING PLACE

B **SHIKI SUSHI REST'N** 12745 ½ VENTURA BL
TYPE 41 ON-SALE BEER/WINE EATING PLACE

C **SPORTSMAN'S LODGE HOTEL** 12825 VENTURA BL
TYPE 47 ON-SALE GENERAL EATING PLACE

C **RALPHS SUPERMARKET** 12842 VENTURA BL
TYPE 21 OFF-SALE GENERAL
TYPE 86 INSTRUSTIONAL TASTING LICENSE

B

AHI SUSHI REST'N

TYPE 41 ON-SALE BEER/WINE EATING PLACE

12915 VENTURA BL

B

YEN SUSHI & SAKE BAR

TYPE 41 ON-SALE BEER/WINE EATING PLACE

12930 VENTURA BL #120

C

BISTRO GARDEN AT COLDWATER

TYPE 47 ON-SALE GENERAL EATING PLACE

12950 VENTURA BL #100

B

IROHA SUSHI OF TOKYO REST'N

TYPE 41 ON-SALE BEER/WINE EATING PLACE

12953 VENTURA BL

PENALTY OF PERJURY STATEMENT

I hereby certify that to the best of my knowledge the attached radius map correctly depicts the required data obtained from the records of the City Engineer, City Clerk, and/or the Los Angeles Department of City Planning and where appropriate, the State Division Highways.

I further hereby certify that to the best of my knowledge, and under the penalty of perjury, the attached ownership list correctly shows the latest names and addresses on the City Engineer's land records as of the following date of preparation: 01 - 03 - 2020 . In certain circumstances, such as in annexation proceedings, where there may be no City Engineer records, the records of the County Assessor's Office may be accepted by the City Planning Commission.

The attached Ownership List is an: Original Mailing List or Updated Mailing List

YVETTE CUELLAR

(Print of type)


(Signature)

I hereby certify that to the best of my knowledge and under penalty of perjury, the attached occupants list correctly indicates address of the required occupants that fall within the radius of the following date of preparation : _____.

The attached Occupant List is an: Original Mailing List or Updated Mailing List

(Print of type)

(Signature)

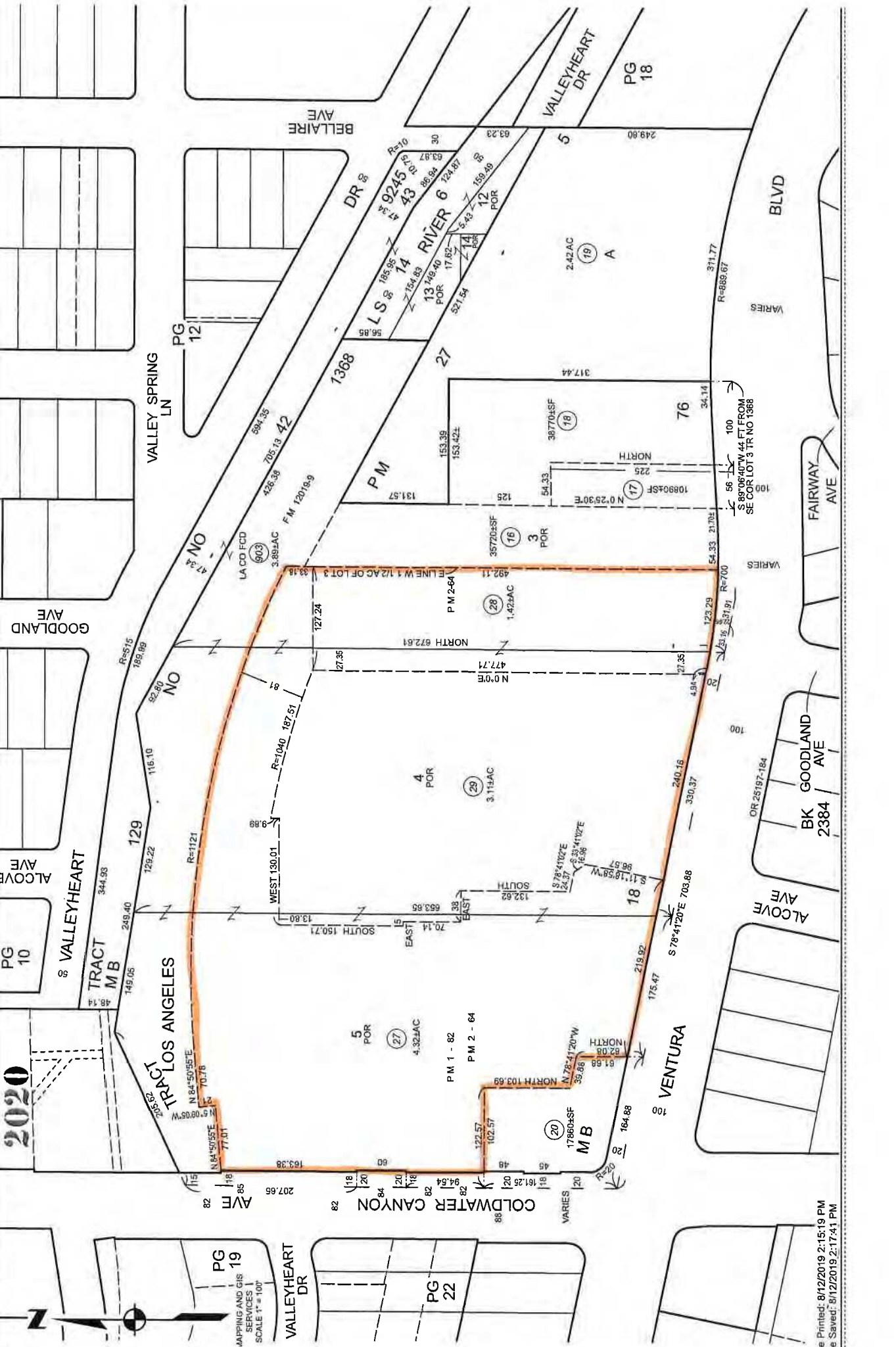
In certain instances I may have been unable to verify all occupants, therefore the following indicates which occupants I was not able to identify. I understand that the Department of City Planning will determine if reasonable attempts were made to secure these addresses from the information provided below.

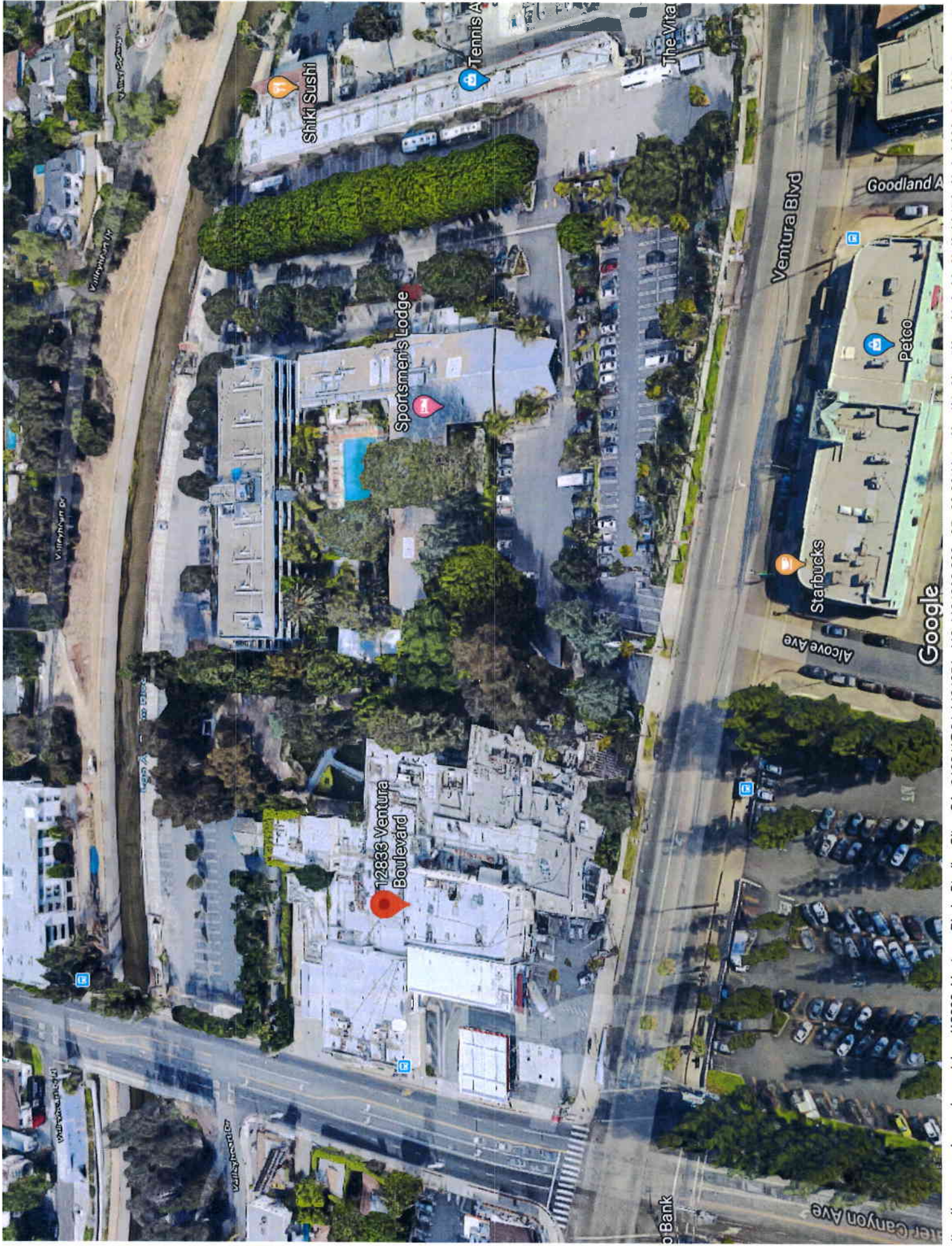
Ownership #	Reason unable to verify *	Attempts made to verify **	Additional Information

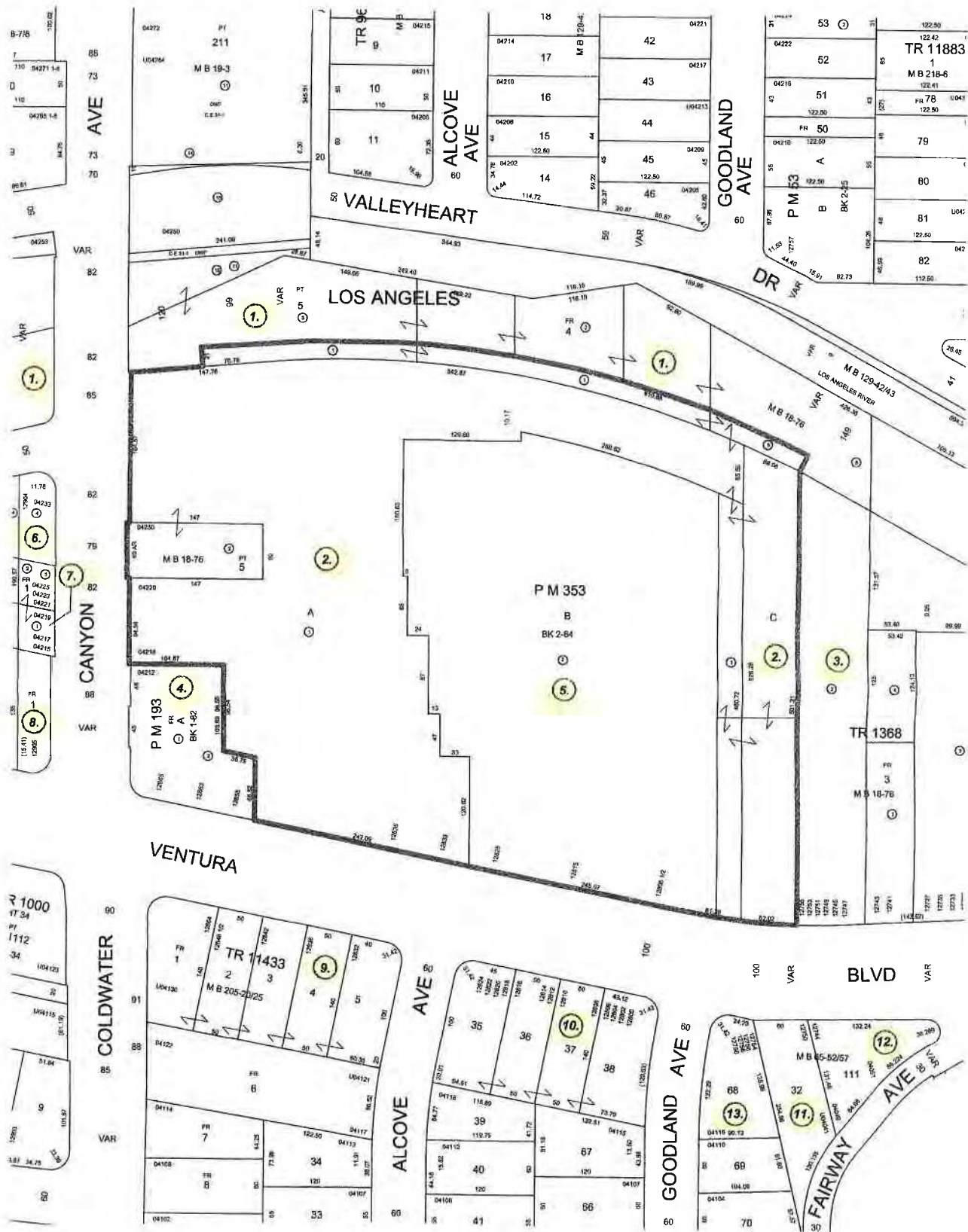
- * (1) Secured Building
- (2) Gated Yard
- (3) Refused Access
- (4) Other: Specify

- ** (1) Returned to building on three separate occasions
- (2) Efforts to contact owner or manager without success
- (3) Contact made with owner or manager, who refused to Provide the information
- (4) Other: Specify

REMINDER TO APPLICANT AND PROJECT TEAM: The Department of City Planning will not utilize application maps and ownership list which bear a date of more than **365 days** old by the date of public notification. Furthermore, the applicant may be required to update the radius map and/or ownership list before the Department will schedule the public hearing for any discretionary application.







ABUTTING OWNERSHIP MAP

C.D. 2
 C.T. 1439.01
 P.A. SHERMAN OAKS-STUDIO CITY
 N.C. STUDIO CITY



NET AC. 5.74 ±

RADIUS MAPS ETC
 3544 PORTOLA AVENUE
 LOS ANGELES CA 90032
 OFF/FAX: (323) 221-4555
radiusmapsetc@sbcglobal.net

SITE LOCATION:
EREWHON MARKET
 12833 W. VENTURA BOULEVARD
 STUDIO CITY CA 91604

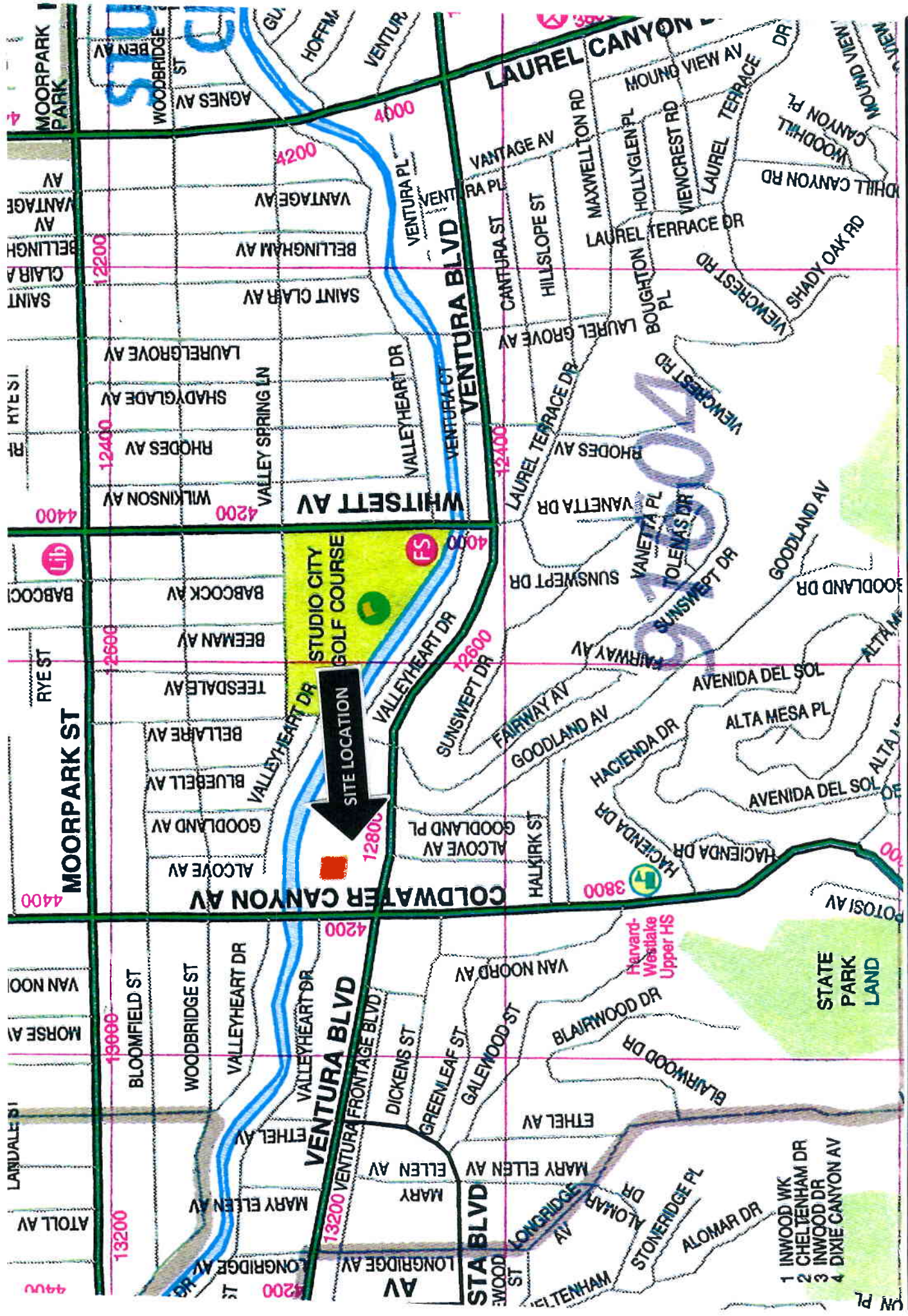
LEGAL DESCRIPTION:
 POR. LOTS 3, 4, AND 5, TRACT NO. 1368,
 M.B. 18-76. (SEE APPLICATION)

LEGEND

⑤ OWNERSHIP NO
 ↳ OWNERSHIP HOOK

CASE NO.:

DATE: 01 - 03 - 2020
 SCALE: 1" = 100'
 D.M.: 165 B 161
 T.B. PAGE: 562 GRID: E-5
 APN: 2375-021-027,028,029



CASE NO:
T.B. PAGE: 562 GRID: E-5

SITE LOCATION:
EREWHON MARKET
12833 W. VENTURA BOULEVARD
STUDIO CITY, CA 91604

VICINITY MAP

- 1 INWOOD WK
- 2 CHELTENHAM DR
- 3 INWOOD DR
- 4 DIXIE CANYON AV

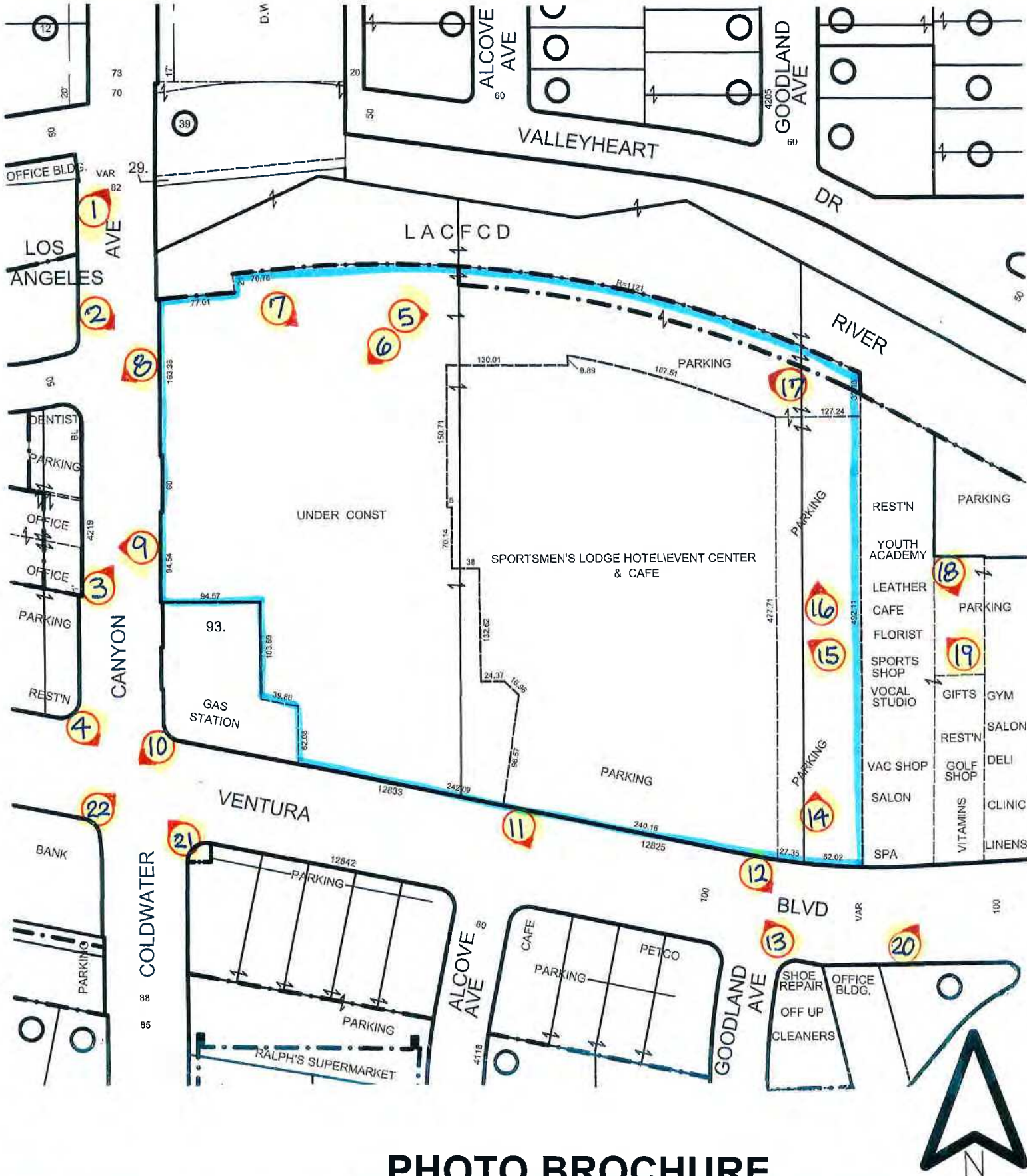


PHOTO BROCHURE

RADIUS MAPS ETC

3544 PORTOLA AVENUE
 LOS ANGELES CA 90032
 OFF/FAX (323) 221-4555
 RADIUSMAPSETC@SBCGLOBAL.NET

SITE LOCATION:

EREWHON MARKET
 12833 W. VENTURA BOULEVARD
 STUDIO CITY CA 91604

CASE NO.:

DATE: 01 - 03 - 2020
 D.M. 165 B 161
 T.B. PAGE: 562 GRID: E-5
 APN: 2375-021-027,028,029

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22.



600 FT. & 1,000 FT. RADIUS ALCOHOL BEVERAGE LIST

SITE ADDRESS: 12833 W. VENTURA BOULEVARD
STUDIO CITY CA 91604

- | | | |
|----------|--|------------------|
| B | THE SIX CHOW HOUSE REST'N
TYPE 41 ON-SALE BEER/WINE EATING PLACE
TYPE 58 CATERER PERMIT | 12650 VENTURA BL |
| C | JERRY'S FAMOUS DELI
TYPE 47 ON-SALE GENERAL EATING PLACE
TYPE 58 CATERER PERMIT
TYPE 68 PORTABLE BAR
TYPE 77 EVENT PERMIT | 12655 VENTURA BL |
| C | HYPERION PUBLIC REST'N
TYPE 47 ON-SALE GENERAL EATING PLACE
TYPE 58 CATERER PERMIT | 12969 VENTURA BL |
| B | IL TRAMEZZINO ITALIAN CAFÉ
TYPE 41 ON-SALE BEER/WINE EATING PLACE | 13031 VENTURA BL |



REFERRAL FORMS:

GEOGRAPHIC PROJECT PLANNING REFERRAL

APPLICABILITY: This form, completed and signed by appropriate Planning Staff, must accompany any application submitted to the Department of City Planning regarding any of the following proposed project types:

- Specific Plan area
- Community Design Overlays (CDO)
- Neighborhood Oriented District (NOD)
- Sign District (SN)
- Zone Change
- Design Review Board (DRB)
- Pedestrian Oriented District (POD)
- Community Plan Implementation Ordinance (CPIO)
- Public Benefit Alternative Compliance
- Zone Variance

NOTE: The Department of City Planning reserves the right to require an updated form for the project if more than 180 days have transpired since the date of the Project Planning Signature, or as necessary, to reflect project modifications, policy changes and/or amendments to the LAMC, local laws, and State laws.

PROJECT SUMMARY

1. **Subject Property Address:** 4218, 4220 Coldwater Canyon, 12833-12835 Ventura Blvd. Unit 102

2. **Community Plan Area Name:** Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass

a. **Specific Plan Name, DRB, CDO, POD, NOD, CPIO, or SN, including subarea if applicable:** (If this is a Density bonus, Small Lot Subdivision or Zone Variance case, please write in the application type).

Ventura-Cahuenga Boulevard Corridor Specific Plan- Subarea - None

3. **Project Type (check all that apply)**

- New construction
- Addition
- Renovation
- Sign
- Change of Use
- Grading
- Density Bonus
- Small Lot Subdivision
- Other (describe) _____

If Change of Use, what is:

Existing Use? grocery store space under construction Proposed Use? grocery store including incidental alcohol sales

Description of proposed project: Master Plan Approval for the sale of a full line of alcoholic beverages for off-site consumption in conjunction with a new 11,580 sf market, hours of operation from 7 am - 12 am daily, in the C1.5-1VL-RIO zone.

Items 4-7 to be completed by Department of City Planning Staff Only

4. **AUTHORIZATION TO FILE** (check all that apply)

Specific Plan/SN

- Project Permit
 - Minor** (3 signs or less OR change of use)
 - Standard** (Remodel or renovation in which additions are no greater than 200 sq. ft. more than 3 signs, wireless equipment)
 - Major** (All other projects, e.g. new buildings, remodels that include an addition of more than 200 sq. ft.)
- Modification
- Adjustment
- Exception
- Amendment
- Interpretation
- Not a Project
- Other

Design Review Board

- Preliminary Review Final Review

CDO/POD/NOD

- Discretionary Action Sign-off only
 Minor (3 signs or less OR change of use)
 Standard (Remodel or renovation in which additions are no greater than 200 sq. ft. more than 3 signs, wireless equipment) Not a Project
 Major (All other projects, e.g. new buildings, remodels that include an addition of more than 200 sq. ft.)

Community Plan Implementation Overlay (CPIO)

- Administrative Clearance (Multiple Approvals) CPIO Adjustment (CPIOA) CPIO Exception (CPIOE)
 Potentially Historic Resource

Affordable Housing

- Density Bonus Conditional Use >35%
 Affordable Housing Referral Form Public Benefit
 Off-menu incentives requested

Small Lot Subdivision

- Consultation completed

Streetscape Plan

- Consultation completed Not a Project or N/A under Streetscape Plan: _____
(Insert Streetscape Plan Area)

5. ENVIRONMENTAL CLEARANCE

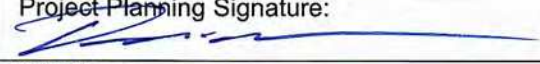
- Not Determined
 Categorical Exemption Environmental Assessment Form (EAF)
 Class 32 Categorical Exemption Other Entitlements needed
 Existing ENV Case Number: _____
 ENV Addendum Case Number: _____

6. PUBLIC NOTICING

- Standard (BTC to mail hearing notice)
 Special (At time of filing applicant must pay BTC to mail determination letters only)
 Abutting owners Abutting occupants

7. NOTES

Not a project

Project Planning Signature: 	Phone Number: 811-374-5062
Print Name Daniel Skolarch	Date 1/7/20

INSTRUCTIONS: Project Planning Referrals

1. **Appointments** - A pre-filing appointment with the assigned planner is required to complete this referral form. City Planning's current *Assignment List* can be found on our website at <http://planning.lacity.org> under the "About" tab. [After the form is completed an appointment to file your application at the Development Services Centers is also required and must be made via the City Planning website.]

2. **Review Materials** - Review of the application by assigned staff is intended to identify the level of review required for the project and to provide the Applicant with early notification of any issues with regard to requested actions or the adequacy of application exhibits/materials which could subsequently delay processing.
 - a. Provide the assigned planner with a copy of this form with items in the Project Summary section completed.
 - b. Provide a complete copy of all application materials as specified in the Master Filing Instructions (e.g. completed DCP Application, plot plans, photographs, etc.).
 - c. Provide the Specialized Requirements/Findings or Instructions pertinent to your project (e.g. Specific Plan filing instructions, DRB filing instructions, Tentative Tract filing instructions, etc.).

3. **Other Applicable Approvals** - Applicants are strongly advised to obtain a pre-plan check consultation with the Los Angeles Department of Building and Safety (LADBS) to ascertain if there are any other issues or necessary approvals associated with the project/site which should be resolved prior to filing. The design of the proposed project may require alterations in order to comply with the Los Angeles Municipal Code.

City of Los Angeles Department of City Planning WEBSITE: <http://planning.lacity.org>

<u>DOWNTOWN OFFICES:</u>	Central Project Planning Offices Los Angeles City Hall 200 N. Spring Street, Room 621 Los Angeles, CA	West/South/Harbor Project Planning Offices Los Angeles City Hall 200 N. Spring Street, Room 720 Los Angeles, CA	DSC Metro Counter Figueroa Plaza, 4 th Floor 221 N. Figueroa St. Los Angeles, CA
<u>VALLEY OFFICES:</u>	Valley Project Planning Offices Marvin Braude Building 6262 Van Nuys Blvd., Suite 430 Van Nuys, CA		DSC Valley Counter Marvin Braude Building 6262 Van Nuys Blvd., Suite 251 Van Nuys, CA
<u>WEST LA OFFICE:</u>			DSC West Los Angeles Counter 1828 Sawtelle Blvd., 2nd Floor West Los Angeles, CA 90025

COUNTY CLERK'S USE

CITY OF LOS ANGELES

OFFICE OF THE CITY CLERK
200 NORTH SPRING STREET, ROOM 395
LOS ANGELES, CALIFORNIA 90012

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF EXEMPTION

(PRC Section 21152; CEQA Guidelines Section 15062)

Filing of this form is optional. If filed, the form shall be filed with the County Clerk, 12400 E. Imperial Highway, Norwalk, CA 90650, pursuant to Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062. Pursuant to Public Resources Code Section 21167 (d), the posting of this notice starts a 35-day statute of limitations on court challenges to reliance on an exemption for the project. Failure to file this notice as provided above, results in the statute of limitations being extended to 180 days.

PARENT CASE NUMBER(S) / REQUESTED ENTITLEMENTS

LEAD CITY AGENCY City of Los Angeles (Department of City Planning)	CASE NUMBER ENV-
--	---------------------

PROJECT TITLE Erewhon Studio City	COUNCIL DISTRICT 2
--------------------------------------	-----------------------

PROJECT LOCATION (Street Address and Cross Streets and/or Attached Map) 12833 W Ventura Blvd., Suite 110	<input type="checkbox"/> Map attached.
---	--

PROJECT DESCRIPTION: Master Plan Approval for sale of alcohol for off-site consumption & instructional tasting (ABC types 21, 86)	<input type="checkbox"/> Additional page(s) attached.
--	---

NAME OF APPLICANT / OWNER: Nowhere Holdco LLC
--

CONTACT PERSON (If different from Applicant/Owner above) Valerie Sacks	(AREA CODE) TELEPHONE NUMBER 310 500 6282	EXT.
---	--	------

EXEMPT STATUS: (Check all boxes, and include all exemptions, that apply and provide relevant citations.)

STATE CEQA STATUTE & GUIDELINES

STATUTORY EXEMPTION(S)
Public Resources Code Section(s) _____

CATEGORICAL EXEMPTION(S) (State CEQA Guidelines Sec. 15301-15333 / Class 1-Class 33)
CEQA Guideline Section(s) / Class(es) Section 15301, Class 1

OTHER BASIS FOR EXEMPTION (E.g., CEQA Guidelines Section 15061(b)(3) or (b)(4) or Section 15378(b))

JUSTIFICATION FOR PROJECT EXEMPTION:	<input type="checkbox"/> Additional page(s) attached
--------------------------------------	--

Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

- None of the exceptions in CEQA Guidelines Section 15300.2 to the categorical exemption(s) apply to the Project.
- The project is identified in one or more of the list of activities in the City of Los Angeles CEQA Guidelines as cited in the justification.

IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT ISSUED BY THE CITY PLANNING DEPARTMENT STATING THAT THE DEPARTMENT HAS FOUND THE PROJECT TO BE EXEMPT.
If different from the applicant, the identity of the person undertaking the project.

CITY STAFF USE ONLY:

CITY STAFF NAME AND SIGNATURE	STAFF TITLE
-------------------------------	-------------

ENTITLEMENTS APPROVED

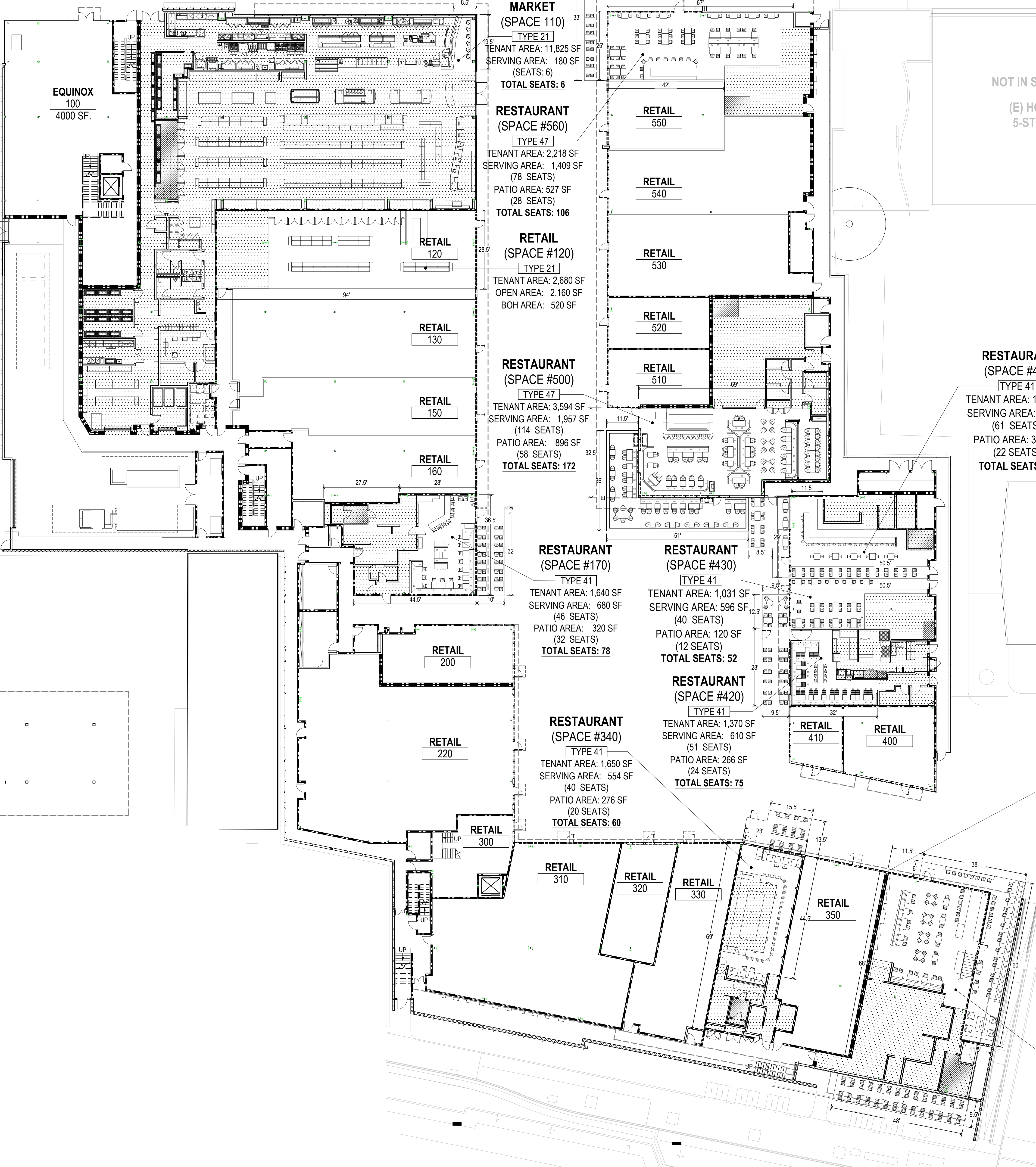
FEE:	RECEIPT NO.	REC'D. BY (DCP DSC STAFF NAME)
------	-------------	--------------------------------

COLDWATER CANYON AVENUE

NOT IN SCOPE
(E) HOTEL
5-STORY

NOT IN SCOPE
(E) HOTEL
2-STORY

NOT IN SCOPE
(E) EXTERIOR



MARKET
(SPACE #110)
TYPE 21
TENANT AREA: 11,825 SF
SERVING AREA: 180 SF
(SEATS: 6)
TOTAL SEATS: 6

RESTAURANT
(SPACE #560)
TYPE 47
TENANT AREA: 2,218 SF
SERVING AREA: 1,409 SF
(78 SEATS)
PATIO AREA: 527 SF
(28 SEATS)
TOTAL SEATS: 106

RETAIL
(SPACE #120)
TYPE 21
TENANT AREA: 2,680 SF
OPEN AREA: 2,160 SF
BOH AREA: 520 SF

RESTAURANT
(SPACE #500)
TYPE 47
TENANT AREA: 3,594 SF
SERVING AREA: 1,957 SF
(114 SEATS)
PATIO AREA: 896 SF
(58 SEATS)
TOTAL SEATS: 172

RESTAURANT
(SPACE #170)
TYPE 41
TENANT AREA: 1,640 SF
SERVING AREA: 680 SF
(46 SEATS)
PATIO AREA: 320 SF
(32 SEATS)
TOTAL SEATS: 78

RESTAURANT
(SPACE #430)
TYPE 41
TENANT AREA: 1,031 SF
SERVING AREA: 596 SF
(40 SEATS)
PATIO AREA: 120 SF
(12 SEATS)
TOTAL SEATS: 52

RESTAURANT
(SPACE #420)
TYPE 41
TENANT AREA: 1,370 SF
SERVING AREA: 610 SF
(51 SEATS)
PATIO AREA: 266 SF
(24 SEATS)
TOTAL SEATS: 75

RESTAURANT
(SPACE #340)
TYPE 41
TENANT AREA: 1,650 SF
SERVING AREA: 554 SF
(40 SEATS)
PATIO AREA: 276 SF
(20 SEATS)
TOTAL SEATS: 60

RESTAURANT
(SPACE #360)
TYPE 41
TENANT AREA: 2,934 SF
PATIO AREA: 1,315 SF
(108 SEATS)
SERVING AREA 1st. Level: 1,393 SF
(58 SEATS)
SERVING AREA 2nd. Level: 1,825 SF
(104 SEATS)
TOTAL SEATS: 270

DESCRIPTION:
A MASTER CONDITIONAL USE PERMIT ALLOWING UP TO 8 NEW RESTAURANTS, CONSISTING OF UP TO 3 WITH A FULL LINE OF ALCOHOLIC BEVERAGES AND UP TO 5 WITH BEER AND WINE ONLY FOR ON-SITE CONSUMPTION TOTALING UP TO 16,191 SQ. FT. AND 608 INDOOR SEATS, AND UP TO 4,046 SQ. FT. OF PATIO DINING WITH UP TO 304 PATIO SEATS, AND; THE SALE OF A FULL LINE OF ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WITH INSTRUCTIONAL TASTING AND 6 SEATS WITHIN A NEW FULL SERVICE 11,825 SQ.FT. SUPERMARKET ALL LOCATED ON THE FIRST AND SECOND FLOORS OF A NEW RETAIL/RESTAURANT/HOTEL COMPLEX WITH HOURS OF OPERATION FROM 6:00 AM-1:00AM, DAILY IN THE C1.5-1VL-RIO ZONE.

New Suite #	Tenant	Tenant Area per site plan	Serving area per site plan	Patio area per site plan	Indoor Seats per site plan	Outdoor Seats per site plan	Total Seats per site plan	Occupancy load
110	Erewhon	11,825	180	-	6	-	6	137
170	Sugarfish	1,640	680	320	46	32	78	80
340	Pasta Uovo	1,650	554	276	40	20	60	69
360	Tocaya	2,934	3,218	1,315	162	108	270	303
420	HiHo	1,370	610	266	51	24	75	88
430	tbd	1,031	596	120	40	12	52	48
440	TBD	1,470	956	326	61	22	83	86
500	TBD	3,594	1,957	896	114	58	172	191
560	tbd	2,218	1,409	527	78	28	106	130
120	wine shop	2,680	-	-	-	-	-	45
		34,362	10,160	4,046	598	304	902	1177

LEGEND:
 HATCH INDICATES BACK OF HOUSE/STORAGE
 HATCH INDICATES LOCATION OF ALCOHOL



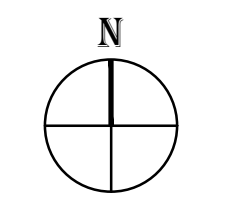
CONTACT:
Chris Kuklinski: (310) 458-2354
Email: ckuklinski@mcdevitt.com
Kira Meers: (310) 458-2353
Email: kmeers@mcdevitt.com

MCDEVITT
9400 Santa Monica Blvd.
3rd. Floor
Beverly Hills, CA 90210
Main: (310) 458-0100
www.mcdevitt.com

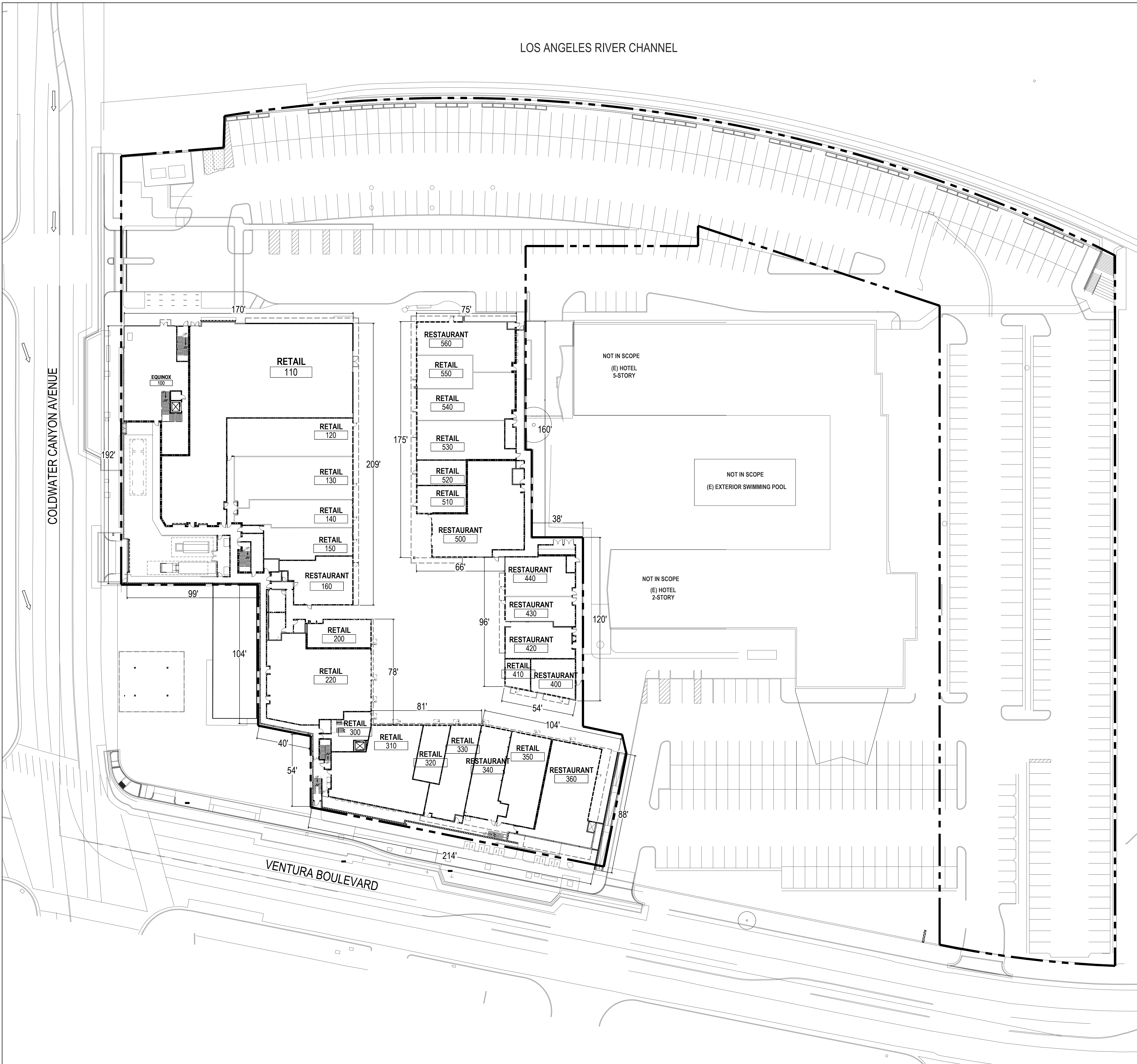


CONTACT:
Ron Bondy: (646) 292-4936
Email: rbondy@midwoodid.com

MIDWOOD
430 Park Avenue
Suite 505
New York, NY 10022
Main: (212) 682-9595
www.midwoodid.com



DWG: SPORTSMEN'S LODGE - OVERALL LEASING PLAN_8.04.20 - ALCOHOL DWG PLOT DATE: 08/29/17



BREAKDOWN BY BUILDING (FOR ALL OCCUPANCIES)

Area Schedule (Zoning Code Floor Area)				
Number	Name	Area	Comments	Occupancy group
1-118	CANOPY	225.13 SF	BUILDING A - ACCESSORY	
3-114	CANOPY	411.23 SF	BUILDING A - ACCESSORY	
1-109	CORRIDOR	168.76 SF	BUILDING A - ACCESSORY	
1-114	CORRIDOR	93.48 SF	BUILDING A - ACCESSORY	
3-111	CORRIDOR	324.66 SF	BUILDING A - ACCESSORY	
1-117	CORRIDOR	310.95 SF	BUILDING A - ACCESSORY	
3-107	FIRE RISER ROOM	38.80 SF	BUILDING A - ACCESSORY	
1-101	HEALTH CLUB	3,833.87 SF	BUILDING A	A3
3-110	IDF	83.59 SF	BUILDING A - ACCESSORY	
1-111	JANITOR	36.57 SF	BUILDING A	
3-113	JANITOR	28.32 SF	BUILDING A	
1-113	MDF	108.15 SF	BUILDING A - ACCESSORY	
1-112	METER ROOM	307.97 SF	BUILDING A - ACCESSORY	
1-110	MPOE	52.95 SF	BUILDING A - ACCESSORY	
3-101	OFFICE	834.03 SF	BUILDING A - ACCESSORY	B
1-115	RECYCLING ROOM	269.22 SF	BUILDING A	
3-106	RESTAURANT	2,933.26 SF	BUILDING A	A2
1-108	RESTAURANT	1,654.74 SF	BUILDING A	A2
3-104	RESTAURANT	1,647.34 SF	BUILDING A	A2
2-102	RETAIL	4,308.48 SF	BUILDING A	M
3-103	RETAIL	1,731.82 SF	BUILDING A	M
1-102	RETAIL	11,739.27 SF	BUILDING A	M
2-101	RETAIL	971.35 SF	BUILDING A	M
1-106	RETAIL	1,687.97 SF	BUILDING A	M
1-107	RETAIL	1,519.45 SF	BUILDING A	M
3-102	RETAIL	3,619.86 SF	BUILDING A	M
3-105	RETAIL	1,972.04 SF	BUILDING A	M
3-108	RETAIL	862.34 SF	BUILDING A	M
1-103	RETAIL	2,678.82 SF	BUILDING A	M
1-105	RETAIL	2,889.60 SF	BUILDING A	M
2-105	WC-FAMILY	82.37 SF	BUILDING A	
1-107	WC-M	201.61 SF	BUILDING A	
2-104	WC-W	295.32 SF	BUILDING A	
BUILDING A-LEVEL 01		47,923.31 SF		
1-201	HEALTH CLUB	26,081.90 SF	BUILDING A	A3
3-201	OFFICE	2,879.02 SF	BUILDING A	B
BUILDING A-LEVEL 02		28,960.91 SF		
BUILDING A - TOTAL		76,884.23 SF		

PARKING SPACES:

446 SHARED PARKING SPACES

5-109	FIRE RISER ROOM	28.49 SF	BUILDING B	
5-108	IDF	98.72 SF	BUILDING B - ACCESSORY	
5-107	JANITOR	33.56 SF	BUILDING B	
4-106	METER ROOM	83.59 SF	BUILDING B - ACCESSORY	
5-110	METER ROOM	162.88 SF	BUILDING B	
4-107	PUMP ROOM	201.07 SF	BUILDING B - ACCESSORY	
4-104	RESTAURANT	1,009.13 SF	BUILDING B - ACCESSORY	A2
4-101	RESTAURANT	880.29 SF	BUILDING B - ACCESSORY	A2
5-101	RESTAURANT	3,593.36 SF	BUILDING B	A2
4-105	RESTAURANT	1,449.86 SF	BUILDING B	A2
4-103	RESTAURANT	1,350.43 SF	BUILDING B	A2
5-104	RETAIL	1,893.81 SF	BUILDING B	M
5-106	RETAIL	2,342.47 SF	BUILDING B	M
4-102	RETAIL	404.71 SF	BUILDING B	M
5-102	RETAIL	777.19 SF	BUILDING B	M
5-105	RETAIL	2,005.23 SF	BUILDING B	M
5-103	RETAIL	704.87 SF	BUILDING B	M
5-111	RETAIL	1,008.58 SF	BUILDING B	M
BUILDING B -LEVEL 01		18,028.24 SF		
BUILDING B - TOTAL		18,028.24 SF		
GRAND TOTAL (A&B)		94,912.47 SF		

BREAKDOWN BY BUILDING & OCCUPANCY (FOR NON-ACCESSORY SPACES ONLY)

HEALTH CLUB	29,915.77 SF	BUILDING A	A3	
JANITOR	64.89 SF	BUILDING A		
OFFICE	3,713.04 SF	BUILDING A	B	
RESTAURANT	6,235.35 SF	BUILDING A	A2	
RETAIL	33,981.00 SF	BUILDING A	M	
2-105	WC-FAMILY	82.37 SF	BUILDING A	
1-107	WC-M	201.61 SF	BUILDING A	
2-104	WC-W	295.32 SF	BUILDING A	
BUILDING A		74,489.35 SF		

5-107	JANITOR	33.56 SF	BUILDING B	
RESTAURANT	8,283.08 SF	BUILDING B	A2	
RETAIL	9,136.85 SF	BUILDING B	M	
BUILDING B		17,453.49 SF		
Grand total: 36		91,942.84 SF		

BREAKDOWN BY BUILDING & OCCUPANCY (FOR OCCUPANCIES M,A2,A3,B)

HEALTH CLUB	29,915.77 SF	BUILDING A	A3	
OFFICE	3,713.04 SF	BUILDING A	B	
RESTAURANT	6,235.35 SF	BUILDING A	A2	
RETAIL	33,981.00 SF	BUILDING A	M	
BUILDING A		73,845.16 SF		

RESTAURANT	8,283.08 SF	BUILDING B	A2	
RETAIL	9,136.85 SF	BUILDING B	M	
BUILDING B		17,419.94 SF		
Grand total: 30		91,265.09 SF		



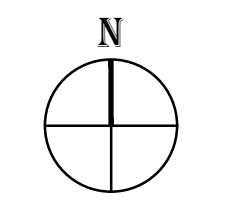
CONTACT:
 Chris Kuklinski: (310) 458-2354
 Email: ckuklinski@mcdevitt.com
 Kira Meers: (310) 458-2353
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MCDEVITT
 9400 Santa Monica Blvd.
 3rd. Floor
 Beverly Hills, CA 90210
 Main: (310) 458-0100
 www.mcdevitt.com

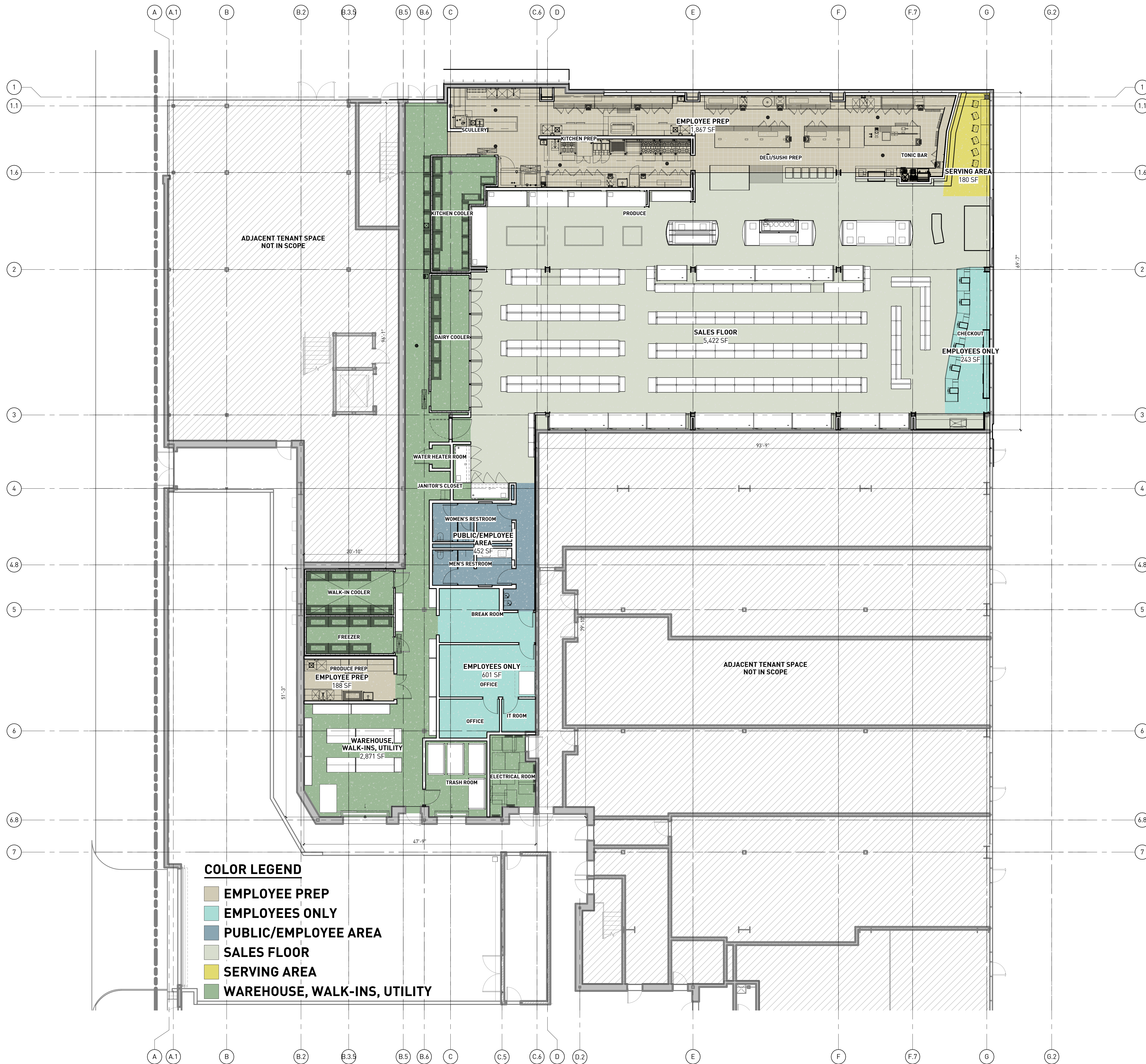


CONTACT:
 Ron Bondy: (646) 292-4936
 Email: rbondy@midwoodid.com

MIDWOOD
 430 Park Avenue
 Suite 505
 New York, NY 10022
 Main: (212) 682-9595
 www.midwoodid.com



DWG: SPORTSMEN'S LODGE - OVERALL SITE LEASING PLAN, 8/04/20 - ALCOHOL DWG PLOT DATE: 08/20/17



COLOR LEGEND

- EMPLOYEE PREP
- EMPLOYEES ONLY
- PUBLIC/EMPLOYEE AREA
- SALES FLOOR
- SERVING AREA
- WAREHOUSE, WALK-INS, UTILITY

AREA	
Name	Area
SALES FLOOR	5,422 SF
PUBLIC/EMPLOYEE AREA	452 SF
EMPLOYEE PREP	188 SF
EMPLOYEE PREP	1,867 SF
EMPLOYEES ONLY	243 SF
EMPLOYEES ONLY	601 SF
WAREHOUSE, WALK-INS, UTILITY	2,871 SF
SERVING AREA	180 SF
	11,825 SF

SHELVING	
LIQUOR SHELVING	23'-0"
NUTRITIONAL SHELVING	90'-0"
GROCERY SHELVING	424'-0"
CHECKOUT SHELVING	78'-0"
WAREHOUSE SHELVING	124'-0"

COLD DISPLAY	
DELI CASES	70'-0"
FROZEN FOOD CASES	15'-0"
DAIRY CASE	27'-5"
NUTRITIONAL CASE	8'-0"
GRAB-N-GO CASES	42'-0"

PRODUCE	
DRY PRODUCE	64'-0"
REFRIG. PRODUCE	44'-0"

PREPARED FOODS	
DELI	41'-5"
SALAD BAR	29'-6"
WARM ISLAND	38'-7"
COLD ISLAND	38'-7"

EREWHON

3090 E. WASHINGTON BLVD, SUITE #110
LOS ANGELES, CA 90023

EREWHON
TENANT IMPROVEMENT

12633 VENTURA BLVD, SUITE #110
STUDIO CITY, CA 91604

REVISIONS

ISSUE	DATE

PROJECT NUMBER: 19-191
FLOOR PLAN