



APPLICATION FOR DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY (PCN)

PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 23958 AND 23858.4

There is no Filing Fee for this application

INSTRUCTIONS

ALL APPLICATIONS MUST INCLUDE THE FOLLOWING ITEMS:

1. COMPLETE THE FORM BELOW
2. ATTACH THE FOLLOWING:
 - A. COPY OF THE CUB APPLICATION PACKAGE SUBMITTED TO THE DEPARTMENT OF CITY PLANNING
 - B. LETTER OF DETERMINATION APPROVING A CONDITIONAL USE PERMIT FOR ALCOHOL SALES
 - C. MAILING LIST OF ABUTTING PROPERTY OWNERS
 - MUST INCLUDE IN LIST – APPLICANT, REPRESENTATIVE, AND PROPERTY OWNER, IF APPLICABLE
 - MUST USE EXCEL TEMPLATE PROVIDED

ALL FIELDS ARE REQUIRED

PROJECT NAME	Silver Lake Wine
PROJECT ADDRESS	5918 1/2 North Figueroa Street, Los Angeles, CA 90042
COUNCIL DISTRICT	1

APPLICANT

NAME	5916 North Figueroa Street LLC
ADDRESS	155 N. Raymond Ave, Pasadena, CA 91103
PHONE	213-687-6963
EMAIL	dafne@fedesignandconsulting.com

PROPERTY OWNER

Check if the Property Owner is the same as Applicant

NAME	5916 North Figueroa Street LLC
ADDRESS	155 N. Raymond Ave, Pasadena, CA 91103
PHONE	213-687-6963

REPRESENTATIVE

Check if the Representative is the same as Applicant

NAME	Eddie Navarrete, FE Design & Consulting
ADDRESS	327 E. 2nd Street #222, Los Angeles, CA 90012
PHONE	213-687-6963
EMAIL	dafne@fedesignandconsulting.com

TYPE OF BUSINESS	Market with On-Site Tasting Area
CITY PLANNING CASE NUMBER	ZA-1999-4842-CUB
TYPE OF ALCOHOL SALES (Select one option)	Both On-Site and Off-Site

AGENT, CA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTACT INFORMATION REQUIRED. APPLICATION MAY BE REJECTED IF CONTACT INFORMATION IS NOT PROVIDED.

NAME	Carmen Ramirez
EMAIL	carmen.ramirez@abc.ca.gov

MAILING LIST OF ABUTTING PROPERTY OWNERS (MUST USE EXCEL TEMPLATE PROVIDED)

[Detach](#) [5918.5 N Figueroa](#)

COPY OF THE CUB APPLICATION PACKAGE SUBMITTED TO THE DEPARTMENT OF CITY PLANNING

[Detach](#) [PCN App Packet](#)

LETTER OF DETERMINATION APPROVING CONDITIONAL USE PERMIT FOR ALCOHOL SALES

[Detach](#) [ZA-2014-4842-CUB](#)

Note: Attachment maximum size is 25 MB

[Submit](#)

MASTER LAND USE PERMIT APPLICATION
Los Angeles City Planning Department

Planning Staff Use Only

ENV No.		Existing Zone		District Map
APC		Community Plan		Council District
Census Tract	APN	Case Filed With [DSC Staff]		Date

CASE NO. _____

APPLICATION TYPE Conditional Use Permit

(zone change, variance, conditional use, tract/parcel map, specific plan exception, etc.)

1. PROJECT LOCATION AND SIZE

Street Address of Project 5918 1/2 North Figueroa Street Zip Code 90042
 Legal Description: Lot 9 & 8 arb 2 Block 52 Tract Ralph Rogers Subdivision Of A Part Of The Garvanza Tract
 Lot Dimensions 50' x 150' Lot Area (sq. ft.) 13,003.4 Total Project Size (sq. ft.) 1,360

2. PROJECT DESCRIPTION

Describe what is to be done: The change of use of a 1,360 square foot portion of an existing 7,500 square foot retail building into a new retail wine and spirits store with a tasting area.

Present Use: Retail Proposed Use: Market w/ Tasting Area

Plan Check No. (if available) _____ Date Filed: _____

Check all that apply: New Construction Change of Use Alterations Demolition
 Commercial Industrial Residential Tier 1 LA Green Code

Additions to the building: Rear Front Height Side Yard

No. of residential units: Existing _____ To be demolished _____ Adding _____ Total _____

3. ACTION(S) REQUESTED

Describe the requested entitlement which either authorizes actions **OR** grants a variance:

Code Section from which relief is requested: _____ Code Section which authorizes relief: 12.24-W,1
 A Conditional Use Permit to allow the sale and dispensing of beer and wine for on-site consumption and the sale of a full line of alcoholic beverages for off-site consumption in conjunction with a new 1,360 square foot retail wine and spirits store with an accessory tasting area having 35 patrons and with hours of operation and alcoholic beverages sales from 10:00am to 10:00pm daily.

Code Section from which relief is requested: _____ Code Section which authorizes relief: _____

Code Section from which relief is requested: _____ Code Section which authorizes relief: _____

List related or pending case numbers relating to this site:

4. OWNER/APPLICANT INFORMATION

Applicant's name 5916 North Figueroa Street LLC c/o Everson Royce Company _____
 Address: 155 N. Raymond Ave Telephone: (626) 765-9334 Fax: (626) 765-9338
Pasadena, Ca Zip: 91103 E-mail: joecapella@gmail.com

Property owner's name (if different from applicant) _____
 Address: _____ Telephone: () _____ Fax: () _____
 _____ Zip: _____ E-mail: _____

Contact person for project information Eddie Navarrette Company FE Design & Consulting
 Address: 327 E. 2nd St Suite 222 Telephone: (213) 687-6963 Fax: (213) 687-6926
Los Angeles, Ca Zip: 90012 E-mail: may@fedesign.biz

5. APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a. The undersigned is the owner or lessee if entire site is leased, or authorized agent of the owner with power of attorney or officers of a corporation (submit proof). (NOTE: for zone changes lessee may not sign).
- b. The information presented is true and correct to the best of my knowledge.
- c. In exchange for the City's processing of this Application, the undersigned Applicant agrees to defend, indemnify and hold harmless the City, its agents, officers or employees, against any legal claim, action, or proceeding against the City or its agents, officers, or employees, to attack, set aside, void or annul any approval given as a result of this Application.

Signature: _____

Print: _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (Insert Name of Notary Public and Title)

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

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

WITNESS my hand and official seal.

(Seal)

Signature _____

6. ADDITIONAL INFORMATION/FINDINGS

In order for the City to render a determination on your application, additional information may be required. Consult the appropriate Special Instructions handout. Provide on attached sheet(s) this additional information using the handout as a guide.

NOTE: All applicants are eligible to request a one time, one-year only freeze on fees charged by various City departments in connection with your project. It is advisable only when this application is deemed complete or upon payment of Building and Safety plan check fees. Please ask staff for details or an application.

Planning Staff Use Only

Base Fee	Reviewed and Accepted by [Project Planner]	Date
Receipt No.	Deemed Complete by [Project Planner]	Date

**APPLICATION FOR DETERMINATION OF
"PUBLIC CONVENIENCE OR NECESSITY"
ALCOHOL SALES**

Pursuant to Section 23958 and 23858.4
California Business and Professions Code

**TO BE SUBMITTED TO CITY CLERK'S OFFICE
ROOM 395, CITY HALL**

COUNCIL FILE NO. _____

BACKGROUND INFORMATION

TIME LIMIT FILE: _____

As part of the application, the applicant must submit the names and addresses of property owners of all property adjacent (including across the street/alley) to the subject property on gummed labels. Applicant must also submit the following information: 1) notarized signature, 2) a site plan prepared by a map maker (see Planning Department for map maker's list), 3) one 4- by 6-inch picture of the property from each side of the site, and 4) a copy of all previous building permits for the site (Room 400; 201 North Figueroa Street). When you meet with ABC to get the crime and license concentration information for your site, you must bring back the ABC information (on the ABC form) to the City Clerk.

Project Name	Silver Lake Wine
Address	5918 1/2 North Figueroa Street, Los Angeles, CA 90042
Type of Business	Market with On-Site Tasting Area
Applicant	5916 North Figueroa Street LLC c/o Everson Royce
Name	155 N. Raymond Ave, Pasadena, CA 91103
Address	
Phone Number/Fax Number	
Property Owner	5916 North Figueroa Street LLC c/o Everson Royce
Name	155 N. Raymond Ave, Pasadena, CA 91103
Address	
Phone Number/Fax Number	
Representative	Eddie Navarrette, FE Design & Consulting
Name	327 E, 2nd St: #222, Los Angeles, CA 90012
Address	(213) 687-6963 x 207 / (213) 687-6926
Phone Number/Fax Number	

A. PROJECT DETAILS

THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY ALL APPLICANTS:

1. Has the City previously approved a conditional use permit for alcoholic beverage sales at this site? Yes No If Yes, what is the City case number(s) ZA-2014-4842-CUB

2. Have you recently filed for a new conditional use permit? Yes No If Yes, provide the City case number(s) _____

3. Has a previous ABC license been issued? Yes No If Yes, when and what type of license

4. Type of Alcohol Sales Requested (on- or off-site, beer and wine, full alcohol, etc.):
Type 21 - off-sale general; and Type 42 - beer and wine on-site public premises

5. Size of Business 1,360 S.F.

6. % of floor space devoted to alcoholic beverages 100%

7. Hours of Operation:

- What are the proposed hours of operation and which days of the week will the establishment be open? 10 a.m. to 10 p.m. daily
- What are the proposed hours of alcohol sales? 10 a.m. to 10 p.m. daily

8. Parking:

- Is parking available on the site? (If so, how many spaces?) Yes, 10 stalls
- If spaces are not available on the site, have arrangements been made for off-site parking by lease or covenant? No
- Where? N/A
- How many off-site spaces? N/A

9. Has the owner or lessee of the subject property been suspended from the sale of alcoholic beverages on the subject property or fined by the Alcoholic Beverage Control Department (ABC) in the last 365 days and if so, for what reasons? Provide ABC case number and a copy of final ABC action.
No

10. Will video game machines or pool or billiard tables be available for use on the subject property and if so, how many? No

11. Will you have signs visible on the outside which advertise the availability of alcohol?
The word "wine" is in the name of the business. Otherwise, no.

12. How many employees will you have on the site at any given time? 1 - 2

13. Will all employees who sell alcohol attend the local State ABC training class on how to properly sell alcohol? Yes

14. What security measures will be taken including:

- Posting of rules and regulations on the premises to prevent such problems as gambling, loitering, theft, vandalism and truancy.
- Will security guards be provided and if so, when and how many?

No.

15. Will there be minimum age requirements for patrons? If so, how will this be enforced?

The business will have a retail area which is all ages and a tasting area which is 21+. The tasting area will be clearly separated from the retail area and anyone wishing to enter will have their ID checked by staff.

16. Are there any other alcoholic beverage outlets within a 600-foot radius of the site? Provide names and address of such business and type of business.

See attached.

17. Are there any schools (public or private and including nursery schools) churches or parks within 1,000 feet of your proposed business? Where? (Give Address)

Christ Faith Mission, 6038 Echo St.; Iglesia Catedral De Milagros - Ministerio Jesucristo, 121 N Ave 60;

Highland Park Recreation Center, 6150 Piedmont Ave;

18. Will the exterior of the site be fenced and locked when not in use?

The exterior will be locked up when the establishment is not open for business.

19. Will the exterior of the site be illuminated with security lighting bright enough to see patrons from the street? Yes.

B. THE FOLLOWING QUESTIONS ARE TO BE ANSWERED WHERE ONLY THE OFF-SITE SALE OF ALCOHOLIC BEVERAGES IS SOUGHT:

1. Will the gross sale of alcohol exceed the gross sale of food items on a quarterly basis? Yes

2. Will cups, glasses or other similar containers be sold which might be used for the consumption of liquor on the premises? There will be a separate tasting area where patrons can purchase alcohol to consume on the premises.

3. Will beer and wine coolers be sold in single cans or will wine be sold in containers less than 1 liter (750 ml)? Some specialty craft beers may be sold in single cans.

4. Will "fortified" wine (greater than 16% alcohol) be sold? Yes, high end fortified wines such as port and sherry.

C. THE FOLLOWING QUESTIONS ARE TO BE ANSWERED WHERE ONLY THE ON-SITE SALE OF ALCOHOLIC BEVERAGES IS SOUGHT:

1. What is the occupancy load as determined by the Fire Department (number of patrons)?
Per building permit 15016-10000-12920, the occupancy load is 27.

2. What is the proposed seating in all areas? 8 seats in the tasting area

3. Is there to be entertainment such as a piano bar, juke box, dancing, live entertainment, movies, etc.? (Specify?) No.

4. If a cocktail lounge is to be maintained incidental to a restaurant, the required floor plans must show details of the cocktail lounge and the separation between the dining and lounge facilities.

5. **Food Service**

a. Will alcohol be sold without a food order? Yes.
 b. Will there be a kitchen on the site as defined in the Los Angeles Municipal Code? No.

6. Will discount alcoholic drinks or a "Happy Hour" be offered at any time?

No.

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

D. **PUBLIC CONVENIENCE AND NECESSITY EVALUATION**

The City of Los Angeles is very concerned if a new request to sell alcohol is subject to one of the conditions below. There is a strong likelihood that the City will deny your "public convenience or necessity" application if one of the above listed conditions apply to your site. (It is strongly suggested that you contact your Council Office and discuss your project. If the Council Office does not oppose your project, you should then check with your local area police vice unit as well as the Planning Department Public Counter at (213) 977-6083 for the determination of whether the proposed site is within a Specific Plan area, and the Community Redevelopment Agency (CRA) project staff at (213) 977-1682 or 977-1665, to determine if your site is in a CRA Project Area. If any of the five conditions listed below apply to your site, you should carefully consider if you want to file for a Public Convenience or Necessity finding.

1. The proposed site is in an area with a long-term level of undue concentration of alcoholic beverage outlets.
2. The geographic area is the target of special law enforcement activity, i.e., police task force is working on reducing vice in the area, or eliminating juvenile crime (such as cruising or graffiti) or gang activity.
3. The proposed site is in close proximity to sensitive uses, including schools, parks, churches, youth activities, homeless shelters, mental health or alcohol or drug treatment centers.
4. The geographic area has elevated levels of alcohol-related crimes, including but not limited to: public intoxication, driving under the influence, assault, vandalism, prostitution, drug violations, loitering.
5. The proposed site is located in a Specific Plan or Community Redevelopment Agency Project area which specifically includes a policy to control future alcoholic beverage sales.

E. If the project site is not subject to one of the above criteria, your project will be evaluated by the City Council with consideration given to the following possible benefits and detriments to the community:

1. **Possible Benefits**

Would the business:

- a. Employ local residents (how many)
- b. Generate taxes (provide estimate)
- c. Provide unique goods and services (which ones)
- d. Result in an aesthetic upgrade to the neighborhood (in what exact way)
- e. Contribute to the long term economic development (how)
- f. Provide a beneficial cultural/entertainment outlet (specify)

2. Possible Detrimental Impacts

Is the immediate area in which the license is sought subject to: (Check with your local Police Department area "Senior Lead Officer")

- a. Excessive calls to the Police Department
- b. Police resources being already strained
- c. High rates of alcoholism, homelessness, etc.
- d. Large "youth" (under 21) population

3. With regard to the operation of the proposed business explain:

- a. The method of business operation: (large volume of alcohol to food sales, "late" hours (after midnight), high % unskilled (no ABC training class) staff, high % of underage (under 21) staff, etc.)
- b. Would the business duplicate a nearby business already in existence?
- c. Other non-alcohol sales business options available so alcohol does not have to be sold, e.g., more specialty products, broader range of items like fresh meats or fruits and vegetables, etc.

The City Council will evaluate these factors and make a decision on the overall merits of your request. Therefore, you should answer below as to why you believe any of these above listed beneficial or detrimental conditions apply to your project and provide any documented proof to support your belief.**

• See attached

F. APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a. The undersigned is the owner or lessee if entire site is leased, or authorized agent of the owner with power of attorney or officers of a corporation (submit proof).
- b. The information presented is true and correct to the best of my knowledge.

Applicant signature

11/20/17
Date

Signature of property owner if tenant or lessee is filling application

State of _____

County of _____

On _____ before me, _____

Date

Name of Notary Public:

personally appeared _____

Name(s) of Signer(s):

personally known to me (or 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.

WITNESS my hand and official seal.

SEE ATTACHED CERTIFICATE

Signature of Notary Public

* The Planning Department has a list of private map makers who will prepare the names and addresses for you. This list is available at the public counter, Room 300, Counter N, 201 North Figueroa Street or 6251 Van Nuys Boulevard, Van Nuys. Alternatively, you may obtain a list of such adjoining owners from the City Clerk's Office (Room 730, 201 North Figueroa Street) or from a title company and prepare the labels yourself.

** You may add additional pages to your response if needed. Please utilize numbering system of this form to assist in the review of the responses.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Los Angeles)

On November 20, 2017 before me, Nevine F. Ayad, Notary Public

Date

personally appeared Joseph Anthony Capella Jr

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____ Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: _____ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

WHEN RECORDED MAIL TO:

Plaza Bank
Irvine Headquarters Office
18200 Von Karman Avenue, Suite 500
Irvine, CA 92612

FOR RECORDER'S USE ONLY



0000000200241800-3034004172014

DEED OF TRUST

THIS DEED OF TRUST is dated April 17, 2014, among **5916 North Figueroa Street, LLC**, a California Limited Liability Company, whose address is 125 N. Raymond Avenue, Unit 202, Pasadena, CA 91103 ("Trustor"); Plaza Bank, whose address is Irvine Headquarters Office, 18200 Von Karman Avenue, Suite 500, Irvine, CA 92612 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Lawyers Title Company, whose address is 7530 N. Glenoaks Boulevard, Burbank, CA 91504 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Los Angeles County, State of California:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 5916-5918 & 5922 1/2 North Figueroa Street, Los Angeles, CA 90042. The Assessor's Parcel Number for the Real Property is 5492-015-007; 5492-015-008.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 2

Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 3

account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust.

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 4

Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 5

other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly

Certified to the public

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DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 6

to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Los Angeles County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 7

address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Fixture Filing. This Deed of Trust covers Goods which are or are to become fixtures on the real property described herein and is to be recorded in the Real Estate Records as a Fixture Filing. Trustor is the "Debtor", Beneficiary is the "Secured Party"; and the addresses of each are specified in the first paragraph of this Deed of Trust.

SOLE CURE RIGHTS SET FORTH IN NOTE. Notwithstanding any contrary provision of this Deed of Trust, a Trustor shall only have rights to cure any default(s) under the Note or this Deed of Trust to the extent such cure rights are expressly set forth in the Note.

COMMERCIAL PURPOSE. The party or parties executing this document below represent and warrant to Lender that the proceeds of the loan referenced herein shall be used exclusively for commercial and business purposes, and that none of the proceeds of such loan shall be used for personal, family, or household purposes.

EARTHQUAKE INSURANCE. In the event that Trustor at any time carries earthquake insurance concerning the Property, such earthquake insurance shall be conclusively deemed to have been required by Lender hereunder, and in any event, Trustor voluntarily agrees that any and all proceeds of earthquake insurance concerning the Property are hereby irrevocably assigned to Lender and shall be payable to and applied by Lender in the same manner as this Deed of Trust provides for other property insurance proceeds.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Orange County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Certified to be true,
a copy of the original
of the original

All in good order
By _____

By _____

DEED OF TRUST (Continued)

Loan No: 200241800-3

Page 8

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Plaza Bank, and its successors and assigns.

Borrower. The word "Borrower" means 5916 North Figueroa Street, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Plaza Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 17, 2014, in the original principal amount of \$2,300,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

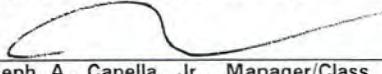
Trustee. The word "Trustee" means Lawyers Title Company, whose address is 7530 N. Glenoaks Boulevard, Burbank, CA 91504 and any substitute or successor trustees.

Trustor. The word "Trustor" means 5916 North Figueroa Street, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

5916 NORTH FIGUEROA STREET, LLC

By: 
Joseph A. Capella, Jr., Manager/Class B Member of 5916 North Figueroa Street, LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles)
) SS
)

On 1/23/14, 20 before me, Kathy D Sacco, Notary Public
(here insert name and title of the officer)

personally appeared Joseph A. Capella, Jr., 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 

Commission (Seal)
Comm. Ex. Mar 2, 2018

(DO NOT RECORD) REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lot 8 in Block 52 of the Ralph Roger's Subdivision of a part of the Garvanza Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 12, Page 61, of Miscellaneous Records, in the Office of the County Recorder of said County.

EXCEPT THEREFROM the Northwesterly 40 feet.

Assessor's Parcel Number: 5492-015-007

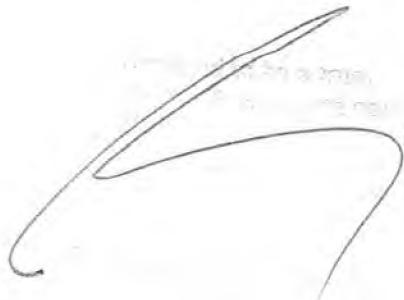
Parcel 1A:

An easement for ingress and egress of a walk over the Northeasterly 10 feet of the Northwesterly 40 feet of said Lot 8.

Parcel 2:

Lot 9 in Block 52 of the Ralph Roger's Subdivision of a part of the Garvanza Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 12, Page 61, of Miscellaneous Records, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5492-015-008

A handwritten signature in black ink, appearing to read "John D. Rogers".A handwritten signature in black ink, appearing to read "John D. Rogers".



Community Planning Referral Form

This form, completed and signed by appropriate Community Planning staff, must accompany any *Master Land Use Application* submitted at the Department of City Planning Public Counters regarding proposed projects located in Specific Plan areas, Historic Preservation Overlay Zones (HPOZs), Design Review Board (DRB) areas, Community Design Overlay (CDO) districts, Pedestrian Oriented Districts (PODs), Neighborhood Oriented Districts (NODs), or Sign Districts (SN).

1. Name of Specific Plan, HPOZ, DRB, CDO, POD, NOD, or SN

If this is a Density Bonus case, please write "Density Bonus" and the name of the Community Plan area

Ave 57 TOD

1a. Sub-Area (if applicable)

2. Address of Proposed Project:

5916, 5916 1/2, 5918, 5918 1/2, 5922 1/2

3. Description of Proposed Project:

remodel of retail space, change of use

Project Type: New construction Addition Renovation Sign Change of use Grading

If change of use, what is existing use? _____ Proposed use? _____

4. Note to Applicant: Other Approvals

Applicant is advised to obtain a pre-plan check consultation with the Department of Building & Safety to determine any other necessary approvals from other City departments, including City Planning. Potential City Planning approvals in addition to Director's Determination are listed below. This list includes the most common approvals and is not exhaustive.

Zoning Administration

Adjustment or Variance
Conditional Use Permit (e.g. sale of alcohol)
Coastal Development Permit
Determination

CPC/APC/Director

Site Plan Review
Zone Change/General Plan Amendment
Conditional Use Permit
(e.g. educational institutions)
Density Bonus

Advisory Agency

Tract Map/Parcel Map
Small Lot Subdivision

City of Los Angeles Department of City Planning WEBSITE: www.cityplanning.lacity.org

DOWNTOWN OFFICE

City Hall - 200 N Spring St.
Rooms 621 & 667

VALLEY OFFICE

Marvin Braude Construction Center - 6262 Van Nuys Bl.
Rooms 351 & 430

Questions 5 & 6 below to be filled out by Community Planner

5. Approved Filing (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 200sf, more than 3 signs, and/or wireless equipment)

Major (All other projects, e.g. new buildings, remodels that include an addition of more than 200sf.)

Modification

Adjustment

Exception

Amendment

Interpretation

Other

Not a project per Specific Plan or SN

DRB

Final Review Preliminary Review

CDO/POD/NOD

Discretionary Action

Sign-off only

Minor (3 signs or less OR change of use)

Not a project

Standard (Remodel or renovation in which additions are no greater than 200sf, more than 3 signs, and/or wireless equipment)

Major (All other projects, e.g. new buildings, remodels that include an addition of more than 200sf.)

HPOZ

COA CCMP Amendment Demolition Other

Is the project located in a Federal District/ National Register Historic District or a California Register Historic District? Yes¹ No

Does the project involve demolition of a Contributing building or structure? Yes¹ No

¹Certificate of Appropriateness (COA) on properties located in Federal Districts/ Nation Register Historic Districts or in California Register Historic Districts do not qualify for Categorical Exemptions. Projects involving the demolition of Contributing buildings or Structures do not qualify for Categorical Exemptions. Check "Environmental Assessment Form," below and direct applicant to apply for an EAF.

Density Bonus

Density Bonus and/or parking reduction only

Density Bonus Referral Form attached

On-menu incentives requested Off-menu incentives requested

GPA and/or ZC

Consultation completed

6. Environmental Clearance (check one):

Categorical Exemption

Existing ENV Case Number: _____

(Not for Specific Plan Exception cases, unless the project is a sign)

Public Counter to determine environmental clearance

Environmental Assessment Form (EAF)

Other entitlements needed

Reconsideration of: _____

Community Planning Staff Signature: <i>M. Richardson</i>	Phone Number: 213 978-1478
Print Name: <i>Mary Richardson</i>	Date: 5-23-14
Base Fee (List each entitlement base fee separately):	

Office of Historic Resources

AUTHORIZATION TO FILE WITHIN AN HISTORIC PRESERVATION OVERLAY ZONE-HPOZ

This form, completed and signed by the appropriate HPOZ staff, must accompany any Master Land Use Application submitted at the Department of City Planning Public Counters regarding any proposed project within an adopted HPOZ.

Name of HPOZ: Highland Park - Garvanza Address: 5916 Figueroa

Property Status: Contributor Contributor-Altered Non-Contributor Other City HCM Mills Act
Property is within a: National Register District State Register District

Description of Proposed Project: Facade remodel.

Application Type

- Certificate of Appropriateness (COA) 12.20.3.K.4
- Certificate of Appropriateness for Demolition (COA DEM) 12.20.3.K.5
- Certificate of Compatibility (CCMP) 12.20.3.L
- Authorized to file a Master Land Use Application for work that does not require HPOZ Review per 12.20.3.B.18
- Other: Conforming work on Non-Contributor

Note to Applicant: Applicant is advised to obtain a pre-plan check consultation with the Department of Building & Safety to determine any other necessary approvals from other City Departments, including City Planning. Potential City Planning approvals may include, but not be limited to a Zoning Administrator's Adjustment, Variance or Conditional Use.

Recommended Environmental Clearance

<input type="checkbox"/> Categorical Exemption: Article	Section	Class	Category
<input type="checkbox"/> Environmental Assessment Form (EAF) (Always required for COA's involving Demolition per 12.20.3.K.5 and projects involving multiple entitlements such as a COA with a Variance).			
<input type="checkbox"/> Reconsideration of Case No:			
<input type="checkbox"/> Current ENV Case No:			
<input type="checkbox"/> Public Counter to determine clearance			

N/A

Fees Required

COAs & CCMPs

<input type="checkbox"/> \$473	Not involving new floor area
<input type="checkbox"/> \$708	Involving new floor area up to 750 sq. ft.
<input type="checkbox"/> \$1,705	Involving new floor area over 750 sq. ft. or second floor additions to single story houses
<input type="checkbox"/> \$4,317	Involving Demolition of a Contributing Element
<input type="checkbox"/> \$2,158	Involving Demolition of a Contributing Element Accessory Structure

N/A

Environmental Clearance

<input type="checkbox"/> \$81	Categorical Exemption
<input type="checkbox"/> \$703	Reconsideration of Previous Environmental Clearance
<input type="checkbox"/> \$2,280	Environmental Assessment Form (plus separate check of \$75 made out to County of LA for publication fee)
<input type="checkbox"/> \$946	Publication Fee

All fees require additional 2% One Stop Counter Surcharge; 6%Automated Systems Development Fee; 7% Automated Systems Maintenance Fee and 3% General Plan Maintenance Fee

These fees are estimates only. Final fees will be determined by the Public Counter.

Authorization

Planner: SHANNON RYAN Signature: SR
Date: 6-16-14 Phone: 213-978-1220

Conditional Use Permit-Alcohol (CUB) Additional Information/Findings 5918 ½ NORTH FIGUEROA

5916 North Figueroa LLC (A)(O)
155 N. Raymond Avenue
Pasadena, Ca 91103

FE Design & Consulting (R)
327 E 2nd Street Suite 222
Los Angeles, CA 90012

5918 ½ N. Figueroa
Northeast Los Angeles Community Plan Area
Zone: C2-2D-HPOZ

C.D: 1
Legal Description: Lots 9 & 8 arb 2, Block 52
Tract: Ralph Rogers Subdivision Of a Part Of
The Garvanza Tract

REQUESTS

A Conditional Use Permit to allow the sale and dispensing of beer and wine for on-site consumption and the sale of a full line of alcoholic beverages for off-site consumption in conjunction with a new 1,360 square foot retail wine and spirits store with an accessory tasting area having 35 patrons and with hours of operation and alcoholic beverages sales from 10:00am to 10:00pm daily.

PROJECT DESCRIPTION

The property consists of two level, rectangular-shaped lots totaling approximately 13,003.4 square feet in the C2-2D zone. Lot 9 houses the building while lot 8 houses the parking lot. Lot 9 has a frontage along Figueroa of 50 feet. Both lots abut the alley to the rear for a span of 100'. The depth of lot 9 is 150', but the depth of lot 8 is 110', because it does not front Figueroa. There are entrances into the building from the Figueroa frontage and from the parking area. The building was first constructed in 1921 as a 2,500 square foot retail building and was added onto in 1948. There was no parking provided or required at the time of the building's construction and the adjacent parking area on lot 8 was never tied to any use or building. For this project, lot 8 will be tied to lot 9 to provide parking spaces for the building.

The property is located within the State Enterprise Zone, the Avenue 57 Specific Plan, and the Highland Park – Garvanza Historic Preservation Overlay Zone and is designated for Neighborhood Commercial land uses.

The applicants, 5916 North Figueroa LLC, purchased the properties this year with the intent to convert them into four neighborhood commercial uses: a coffee shop that is not a part of this application; a small informal restaurant; a larger, more formal restaurant; and a retail wine market.

Address/ Name	Type of Alcohol	Square Footage	Patrons	Hours of Operation	Live Ent.	Patio	On/Off Site Sales
5918 ½ Figueroa – “Everson Royce”	Beer & Wine (On-Site Tastings) Full Line (Off-Site Market)	1,360	35	10:00am to 10:00pm Daily	No	No	On & Off- Site Sales

SURROUNDING PROPERTIES

Properties across Figueroa to the north (#31-33 on radius map) are zoned [Q]C4-2D and are developed with single-story buildings used as retail and the LAFD Fire Station 12. Properties to the east and west (#45-48, 50-51, 61 on the radius map) are zoned C2-2D and are developed with single-story retail uses. Properties to the south (#52-61 on the radius map) are zoned RD2-1 and are developed with single-family homes, a church, and a parking lot.

CIRCULATION

Figueroa St., fronting the subject site, is designated as a Major-Highway Class II with a 100' dedication and all improvements.

The alley, abutting the subject site, is 20' wide and is not named.

RELATED PRIOR CASES

Subject Property:

None

Surrounding Properties:

Case No. ZA-1990-1249-CUB- On January 31, 1991, the Zoning Administrator dismissed a Conditional Use Permit application at 5915 Figueroa, because it was determined that the applicant had a right to engage in the activities requested without further action from the city.

Case No. ZA-1999-272-CUB-CU- On July 22, 1999, the Zoning Administrator approved a request to permit the off-site sales of alcoholic beverages in conjunction with a drugstore at 5944 Figueroa Street.

Case No. ZA-2010-1943-CUB- On May 19th, 2011, the Zoning Administrator approved a request to allow the continued sale of a full line of alcoholic beverages for off-site consumption in conjunction with an existing convenience store and pharmacy at 5944 Figueroa Street.

General Conditional Use Findings

- 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.**

Use of the subject property as a market will be beneficial to both the neighborhood and the City. The property is situated along a section of Figueroa Street in the neighborhood known as “Highland Park.” Over the past 10 years, the addition of boutiques, restaurants, and specialty retail establishments have contributed to the neighborhood’s safety and economic development. Aside from providing services to residents in the immediate vicinity, these establishments are attracting new patrons once unaware of the area.

In June of 2014, Mayor Garcetti named North Figueroa Street between Avenue 50 & 60 as part of the “*Great Streets Initiative*.” This initiative aims to “activate the public realm, provide economic revitalization, increase public safety, enhance local culture, and build great communities.” This designation recognizes the history of Figueroa as the principal transportation route between downtown

Los Angeles and Pasadena and of Highland Park which was one of the city's earliest artist colonies. The proposed project will contribute to this initiative because it will provide a quality market along an inviting frontage. This use is a necessary amenity for any important and diverse neighborhood and a key consideration in its success is locating it in close proximity to an area that attracts business and foot traffic.

In serving this need, the character of the neighborhood must be taken into consideration. The proposed redevelopment of the site will add an attractive and inviting frontage off of Figueroa with large windows into the coffee shop and one of the restaurants. The opening from Figueroa leads to all of the uses and to an outdoor dining area that is open to the sky. These features are visible to passersby which further create a lively and attractive environment for the neighborhood. The new parking associated with the property will be located away from Figueroa as to create a more attractive street frontage.

Approval of the subject requests for alcoholic beverage service will also be beneficial to the community. Markets are crucial elements of vibrant neighborhoods and it follows then that certain accommodations ought to be made in order to buttress their attempts at remaining viable in the long run; this includes approving requests for alcoholic beverage service and sales. Without the requested alcohol entitlement, the proposed establishment would not be able to open and operate as high-end wine store. The establishment will feature the off-site sale of a full line of alcoholic beverages as befitting a market, but will also include a tasting area where beer and wine will be consumed on-site.

- 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 project will respect the character of existing buildings with regards to height, scale, style, and architectural materials. The floor plan of the existing development will be divided into four establishments in order add variety, interest, and built-in flexibility to accommodate future uses of differing scales. All building materials and finishes will convey a sense of permanence that can withstand the test of time. In addition, the new façade and storefronts will have a window design that will create a visual connection between the interior and exterior.

The increased foot traffic, coupled with a more attractive frontage, will add to a more desirable environment for these neighboring properties. By approving the instant request, the establishment will be on equal footing with similar establishments citywide and will have the best opportunity to remain viable in the long run.

- 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.**

There are eleven elements of the General Plan. Each of these Elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The majority of the policies derived from these Elements are in the form of Code Requirements of Los Angeles Municipal Code. Except for those entitlements described herein, the project does not propose to deviate from any of the requirements of the Los Angeles Municipal Code.

The Land Use Element of the City's General Plan divides the city into 35 Community Plans. The Northeast Los Angeles Community plan designates the property for Neighborhood Commercial land uses and it is zoned C2. The Community Plan laments that "virtually all commercial areas [in the plan area] are in need of revitalization as evidenced by high vacancy rates and high turnover among commercial tenants. The principal reason for this condition is the increasing competition from shopping malls and

redeveloped commercial areas in neighboring cities.” It goes on to state that, “commercial land use policies reflect the need to locate new commercial uses in the community to facilitate convenient shopping and easy access to professional services. Redevelopment of existing commercial strips and areas, and conversion of existing structures to more appropriate uses should result in the physical and aesthetic upgrading of these areas.” The variety of recent uses on the property substantiates these claims. In this instance, the applicants are veterans in the industry and the likelihood of a rapid turnover is very low. Their redevelopment of the site will result in a more appropriate use and result in an aesthetic upgrade.

The project also conforms to Objective 2-1 and Policy 2-1.1 of the Community Plan which aim:

- To conserve and strengthen potentially viable commercial areas in order to stimulate and revitalize existing businesses and create opportunities for appropriate new commercial development.
- Consolidate commercial areas through appropriate planning and zoning actions to strengthen the economic base and expand market opportunities.

The property will serve as a catalyst to encourage additional investment in the immediate vicinity which will enhance the viability of area stores and businesses. The project would provide street level uses which also serve to encourage pedestrian activity in the area.

On 5/23/14, Mary Richardson signed off on the subject case filing for the Avenue 57 Specific Plan. On 6/16/14, Shannon Ryan signed off on the subject case filing for the Highland Park – Garvanza HPOZ.

Additional Findings

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

Highland Park and Figueroa Street depend on projects like this in order to keep them viable in the long term. The project will be desirable to the public convenience and welfare as it is near both residential and commercial uses. The property is at a convenient location that area residents can reach by walking or by taking public transit. Many of these patrons enjoy the option of having an upscale wine and spirits store in the neighborhood. As stated above, the subject location is situated in a diverse and important area of the community. This brings foot traffic and attention to the area which, in turn, results in a safer and desirable neighborhood.

Approval of the Conditional Use is fully in line with other uses in the area, and will not adversely affect the welfare of the community. As stated above, the subject site is surrounded by commercial and residential uses. The high density of retail and residential uses necessitates a commensurate number of service establishments of which wine and spirit stores are an indispensable part. Approving the request allows full economic use of the site and supports the needs of the neighborhood while operating without any detrimental affects to the welfare of the community.

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

There are currently 4 on-sale and 3 off-sale licenses within census tract 1958.02. Even though the number of on-site and off-site licenses exceeds the number permitted based upon ABC criteria, it should be noted that this scenario is typical of areas located near a major commercial thoroughfare. The ABC establishes the allotted number of licenses per census tract by population which cannot take into account

other crucial neighborhood specific factors; however, the ABC retains the discretion to approve an application if there is evidence that normal operations will not be contrary to public welfare and will not interfere with the quiet enjoyment of neighboring properties. The subject application has been conditioned to ensure this compatibility.

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

The approval of the Conditional Use will not detrimentally affect nearby residentially zoned properties. Staff will be attend STAR training in order to learn best practices for conducting the serve of alcoholic beverages. No live entertainment or dancing is proposed.

The applicants have a rich and extensive history in the industry with no record of citations from LAPD or ABC. They are well known in their field and their experience and ties to the neighborhood has imbedded in them a sense of responsibility to the community. They have a long track record of successful and responsible business operations including the oversight of several off-site and on-site alcoholic beverage licenses.

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?

7,500.

b. What is the total square footage of the space the establishment will occupy?

1,360.

c. What is the total occupancy load of the space as determined by the Fire Department?

The Fire Department determines final occupant loads upon completed construction, therefore all occupancies stated here are estimates.

35 patrons and 3 employees.

d. What is the total number of seats that will be provided indoors? Outdoors?

8 seats will be provided with an additional 27 standing patrons.

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

g. If an outdoor area is on the public right-of-way, has a revocable permit been obtained?

N/A

h. Are you adding floor area? If yes, how much is enclosed? Outdoors?

No.

i. Parking

i. How many parking spaces are available on the site?

The building has no parking requirement, because it was constructed prior to modern parking calculations. However, the adjacent property houses a parking lot that has, until the applicants purchased it, remained separate and distinct from any other use. So, moving forward, the lots will be tied and 10 parking stalls (all that can legally be placed there due to size constraints of the lot) will be set aside for the building and its uses.

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.

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.

N/A

3. Will valet service be available? Will the service be for a charge?

No.

j. Is the site within 1,000 feet of any schools (public, private or nursery schools), churches or parks?

See Attached.

k. 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.

Questions Regarding the Operation of the Establishment

a. Has the Use been discontinued for more than a year?

N/A

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

10:00am to 10:00pm daily.

c. Will there be entertainment such as a piano bar, dancing, live entertainment, movies, karaoke, video game machines, etc...? Please specify:

No.

d. Will there be minimum age requirements for entry? If yes, what is the minimum age requirement and how will it be enforced?

Yes. The market will be only available to patrons 21 years of age and over.

e. Will there be any accessory retail uses on the site? What will be sold?

As a market, the establishment will offer cheeses, crackers, other pre-packaged food items, and wine accessories.

f. Security

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

1-3

ii. Will security guards be provided on-site?

There will not be any security guards on-site. However, it is the job of staff to police the property and ensure safe and secure operations. Staff will ensure that no minors are allowed entrance to the market area. Staff will utilize foot patrols and security cameras to monitor the property.

iii. Has LAPD issued any citation or violations? If yes, please provide copies.

No.

g. Alcohol

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

Full Line of Alcoholic Beverages Off-Site and Beer & Wine On-Site

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?

No.

2. Will alcohol be sold without a food order?

Yes. However, many tasting will be accompanied by a combination of cheese, bread, meat, and/or crackers.

3. Will the sale of alcohol exceed the sale of food items on a quarterly basis?

Yes.

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

N/A

vi. On-Site

1. Will a bar or cocktail lounge be maintained incidental to a restaurant?

The tasting area will operate under a Type 42 ABC License which is an on-sale public premises-type license, and as such, will operate under the same conditions as a lounge.

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

N/A. There are no dining facilities.

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

Yes.

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?**

No.

- 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.

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?**

Both.

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

No.

MD Revised 12/14/2014

3

CITY OF LOS ANGELES
DEPARTMENT OF BUILDING AND SAFETY
BUILDING DIVISION

Application to Alter, Repair, Move or Demolish

To the Board of Building and Safety Commissioners of the City of Los Angeles:

Application is hereby made to the Board of Building and Safety Commissioners of the City of Los Angeles, through the office of the Superintendent of Building, for a building permit in accordance with the description and for the purpose hereinafter set forth. This application is made subject to the following conditions, which are hereby agreed to by the undersigned applicant and which shall be deemed conditions entering into the exercise of the permit:

First: That the permit does not grant any right or privilege to erect any building or other structure therein described, or any portion thereof, upon any street, alley or other public place or portion thereof.

Second: That the permit does not grant any right or privilege to use any building or other structure therein described, or any portion thereof, for any purpose that is, or may hereafter be prohibited by ordinance of the City of Los Angeles.

Third: That the granting of the permit does not affect or prejudice any claim of title to, or right of possession in, the property described in such permit.

REMOVED FROM

REMOVED TO

Lot..... Lot.....

Tract..... Tract.....

Present location of building } X 5918 N. Figueroa St.
(House Number and Street)

New location of building }
(House Number and Street)

Between what cross streets }
Deputy.

Approved by
City Engineer.

1. Purpose of PRESENT building..... *Store* Families..... Rooms.....
(Store, Residence, Apartment House, Hotel, or any other purpose)

2. Use of building AFTER alteration or moving..... *Store* Families..... Rooms.....

3. Owner (Print Name)..... *Est. of Harris F. Hermann* Phone.....

4. Owner's Address..... *1/2 J. Jones - 124 W. 4th St.*

5. Certificated Architect..... *W.W.L.* State..... License No..... Phone.....

6. Licensed Engineer..... *W.W.L.* State..... License No..... Phone.....

7. Contractor *W.W.L.* State..... License No..... Phone.....

8. Contractor's Address..... *W.W.L.* Phone.....

9. VALUATION OF PROPOSED WORK..... *1000* Including all labor and material and all permanent lighting, heating, ventilating, water supply, plumbing, fire sprinkler, electrical wiring and/or elevator equipment therein or thereon.

10. State how many buildings NOW } on lot and give use of each. } (Residence, Hotel, Apartment House, or any other purpose) DOUBLE FEES

11. Size of existing building..... x..... Number of stories high. *one* Height to highest point.....

12. Class of building..... *wood* Material of existing walls..... Exterior framework..... *wood*
(Wood or Steel)

Describe briefly and fully all proposed construction and work:

Change open front on store to

front with door. No structural changes

No work above transom

No wood except the frame

Fill in Application on other Side and Sign Statement

(OVER)

FOR DEPARTMENT USE ONLY			
PERMIT NO.	Plans and Specifications checked	Zone <i>63</i>	Fire District <i>3</i> No.
	Corrections verified	Bidgeline <i>40</i> ft.	Street Widening <i>40</i> ft.
PLANS	Plans, Specifications and Applications rechecked and approved <i>W.W.L.</i>	Application checked and approved <i>W.W.L.</i> <i>W.L.C.</i>	
	For Plans See <i>W.W.L.</i>	Filed with <i>W.W.L.</i>	SPRINKLER Required Valuation included Specified Fee No
Rec'd. <i>W.W.L.</i>			Inspector <i>W.W.L.</i>

PLANS, SPECIFICATIONS, and other data must be filed if required.

NEW CONSTRUCTION

Size of Addition.....Size of Lot.....Number of Stories when complete....one

Material of Foundation.....Width of Footing.....Depth of footing below ground.....

Width Foundation Wall.....Size of Redwood Sill.....x.....Material Exterior Walls.....

Size of Exterior Studs.....x.....Size of Interior Bearing Studs.....x.....

Joists: First Floor.....x.....Second Floor.....x.....Rafters.....x.....Roofing Material.....

I have carefully examined and read both sides of this completed Application and know the same is true and correct and hereby certify and agree, if a Permit is issued, that all the provisions of the Building Ordinances and State Laws will be complied with whether herein specified or not; also certify that plans and specifications, if required to be filed, will conform to all of the provisions of the Building Ordinances and State laws.

Sign Here.....*State of H. F. Zimmerman*.....

(Owner or Authorized Agent)

By.....*Joseph J. Jones*.....

FOR DEPARTMENT USE ONLY

Application	Fire District.....	Bldg. Line.....	Termite Inspection.....
Construction.....	Zoning.....	Street Widening.....	Forced Draft Ventil.....

(1) REINFORCED CONCRETE

Barrels of Cement.....

Tons of Reinforcing Steel.....

(2) The building (and, or, addition) referred to in this Application is, or will be when moved, more than 100 feet from

Street

Sign Here.....

(Owner or Authorized Agent)

(3) No required windows will be obstructed.

Sign Here.....
(Owner or Authorized Agent)

(4) There will be an unobstructed passageway at least ten (10) feet wide, extending from any dwelling on lot to a Public Street or Public Alley at least 10 feet in width.

Sign Here.....
(Owner or Authorized Agent)

REMARKS:

glass

door

glass

Address of
Building
Permit No
and Year
Certificate
Issued

5914-16 N. Figueroa St.
LA 3123, of 1949
June 12, 1949, 19

CITY OF LOS ANGELES
DEPARTMENT OF BUILDING AND SAFETY

CERTIFICATE OF OCCUPANCY

NOTE: Any change of use or occupancy
must be approved by the Department of
Building and Safety.

This certifies that, so far as ascertained by or made known to the undersigned, the building at above address
complies with the applicable requirements of the Municipal Code, as follows Ch 1, as to permitted uses, Ch
9, Arts 1, 3, 4, and 5, and with applicable requirement, of State Housing Act,—for following occupancies

1 Story, Type V, Remodeling interior only,
Plumbing store, no food, G-1 Occupancy.

Owner
Owner's
Address

E. J. Grau
5914 N. Figueroa
Los Angeles 42, Calif.

A. Miller

Form B-95a—20M—1-49 G E MORRIS, Superintendent of Building By

5000113288583868263

5916 - 5918 N Figueroa St



Permit #:

14016 - 10000 - 18362

Plan Check #: B14LA12422

Printed: 12/23/14 03:22 PM

Event Code:

Bldg-Alter/Repair GREEN - MANDATORY
Commercial
Regular Plan Check
Plan Check

City of Los Angeles - Department of Building and Safety
**APPLICATION FOR BUILDING PERMIT
AND CERTIFICATE OF OCCUPANCY**

Issued on: 12/23/2014
Last Status: Issued
Status Date: 12/23/2014

TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)
RALPH ROGERS SUBDIVISION 1	52	9		M R 12-61	151-5A229 114
RALPH ROGERS SUBDIVISION 1	52	8	2	M R 12-61	151-5A229 119

2. ASSESSOR PARCEL #
5492 - 015 - 008
5492 - 015 - 007

3. PARCEL INFORMATION

Area Planning Commission - East Los Angeles
LADBS Branch Office - LA
Council District - 1
Certified Neighborhood Council - Historic Highland Park
Community Plan Area - Northeast Los Angeles

Census Tract - 1837.01
District Map - 151-5A229
Energy Zone - 9
Fire District - 2
Hillside Grading Area - YES

Near Source Zone Distance - .9
Thomas Brothers Map Grid - 595-D2
Thomas Brothers Map Grid - 595-D3

ZONES(S): C2-2D-HPOZ

4. DOCUMENTS

ZI - ZI-2129 EAST LOS ANGELES STATE E ORD - ORD-172316	ORD - ORD-175891	CPC - CPC-1989-22490
SPA - Avenue 57	HPOZ - Highland Park - Garvanza	CPC - CPC-1992-283-HPOZ
ORD - ORD-165351-SA2122	CPC - CPC-1986-826-GPC	CPC - CPC-1999-523
ORD - ORD-169776	CPC - CPC-1989-177-IPRO	CPC - CPC-1999-523-SP

5. CHECKLIST ITEMS

Special Inspect - Epoxy Injection	Fabricator Reqd - Glued-Laminated Timber	Permit Flag - Fire Life Safety Clearance Reqd
Special Inspect - Grade Beam/Caisson	Fabricator Reqd - Shop Welds	Std. Work Descr - Seismic Gas Shut Off Valve
Special Inspect - Structural Observation	Fabricator Reqd - Structural Steel	

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION

Owner(s):
5916 NORTH FIGUEROA STREET LLC
155 RAYMOND AVE, PASADENA CA 91103 --

Tenant:

Applicant: (Relationship: Architect)
GREGORY WILLIAMS -
2301 IMPERIAL BLVD, LOS ANGELES, CA 90027 -- (323) 660-7040

For Cashier's Use Only

W/O #: 41618362

7. EXISTING USE

EXISTING USE	PROPOSED USE
(16) Retail	(16) Retail
	(17) Restaurant

8. DESCRIPTION OF WORK

CONVERT RETAIL BLDG TO (3) RESTAURANT SPACES AND (1) RETAIL WITH
OPEN PATIO BETWEEN THEM.

9. # Bldgs on Site & Use:

10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: Lawrence Quirante
OK for Cashier: Lawrence Quirante

DAS PC By: Eddie Garin
Coord. OK:

Signature:

Date: 12/23/2014

11. PROJECT VALUATION

Final Fee Period

Permit Valuation: \$305,602

PC Valuation:

Sewer Cap ID:

Total Bond(s) Due:

12. ATTACHMENTS

Plot Plan

For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call (213) 482-0000 or request inspections via www.ladbs.org. To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.

LA 0005 104055211	12/23/2014 3:22:36 PM
BUILDING PERMIT COMM	\$1,795.85
BUILDING PLAN CHECK	\$684.77
BUILDING PLAN CHECK	\$342.39
PLAN MAINTENANCE	\$35.92
EI COMMERCIAL	\$85.57
ONE STOP SURCH	\$58.89
SYSTEMS DEVT FEE	\$176.67
CITY PLANNING SURCH	\$171.54
MISCELLANEOUS	\$10.00
PLANNING GEN PLAN MAINT SURCH	\$142.95
CA BLDG STD COMMISSION SURCHARGE	\$13.00
BUILDING PLAN CHECK	\$0.00

Sub Total:

\$3,517.55

Permit #: 140161000018362

Building Card #: 2014LA41604

Receipt #: 0104383321



* P 1 4 0 1 6 1 0 0 0 0 1 8 3 6 2 F N *

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")		14016 - 10000 - 18362
(P) Floor Area (ZC): -147 Sqft / 6603 Sqft	(P) B Occ. Load: +92 Max Occ. / 92 Max Occ.	(P) Total Provided Parking for Site: +7 Stalls / Stalls
(P) Height (ZC): 0 Feet / 25 Feet	(P) M Occ. Load: +34 Max Occ. / 34 Max Occ.	(P) Type V-B Construction
(P) Length: 0 Feet / 149.92 Feet	(P) Parking Req'd for Bldg (Auto+Bicycle): +7 Stalls / 7 Sta	
(P) Stories: 0 Stories / 1 Stories	(P) Provided Compact for Bldg: 0 Stalls / 0 Stalls	
(P) Width: 0 Feet / 49.83 Feet	(P) Provided Disabled for Bldg: +1 Stalls / 1 Stalls	
(P) NFPA-13 Fire Sprinklers Thru-out	(P) Provided Standard for Bldg: +6 Stalls / 6 Stalls	
(P) A2 Occ. Group: +2819 Sqft / 2819 Sqft	(P) Parking Req'd for Site (Auto+Bicycle): +7 Stalls / 7 Sta	
(P) B Occ. Group: +1406 Sqft / 1406 Sqft	(P) Provided Compact for Site: 0 Stalls / 0 Stalls	
(P) M Occ. Group: -147 Sqft / 1021 Sqft	(P) Provided Disabled for Site: +1 Stalls / 1 Stalls	
(P) A2 Occ. Load: +188 Max Occ. / 188 Max Occ.	(P) Provided Standard for Site: +6 Stalls / 6 Stalls	

14. APPLICATION COMMENTS:

** Approved Seismic Gas Shut-Off Valve may be required. ** - See permit 49LA3123 for (E) store/Type V-B const./no parking indicated on permit - See 04016-10000-11157 for adjacent lot (lot 8/Ralph Rogers Subdivision); no parking indicated - See lot tie affidavit 20141301958 for lots 8 arb 2 + lot 9 of Ralph Roger's Subdivision of ...

In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) WILLIAMS, GREGORY KEITH	1218 S LONGWOOD AVENUE,		C22965	(323) 660-7040
(C) G G & M CONSTRUCTION INC	125 N RAYMOND AVE 202,		646300	
(E) TUCHSCHER, JAMES TODD	5503 E 2ND ST,	B	C77649	(310) 613-9980

PERMIT EXPIRATION/REFUNDS: This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98.0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).

17. LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.

License Class: **B** License No.: **646300** Contractor: **G G & M CONSTRUCTION INC**

18. WORKERS' COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: **STATE COMP. INS. FUND** Policy Number: **9003310**

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

19. ASBESTOS REMOVAL DECLARATION / LEAD HAZARD WARNING

I certify that notification of asbestos removal is either not applicable or has been submitted to the AQMD or EPA as per section 19827.5 of the Health and Safety Code. Information is available at (909) 396-2336 and the notification form at www.aqmd.gov. Lead safe construction practices are required when doing repairs that disturb paint in pre-1978 buildings due to the presence of lead per section 6716 and 6717 of the Labor Code. Information is available at Health Services for LA County at (800) 524-5323 or the State of California at (800) 597-5323 or www.dhs.ca.gov/childlead.

20. CONSTRUCTION LENDING AGENCY DECLARATION

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name (If Any): _____ Lender's Address: _____

21. FINAL DECLARATION

I certify that I have read this application **INCLUDING THE ABOVE DECLARATIONS** and state that the above information **INCLUDING THE ABOVE DECLARATIONS** is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

By signing below, I certify that:

(1) I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and

(2) This permit is being obtained with the consent of the legal owner of the property.

Print Name: **GENE A BUCHANAN**

Sign: 

Date: **12/23/2014**

Contractor

Authorized Agent

Bldg-Alter/Repair Commercial Plan Check

City of Los Angeles - Department of Building and Safety

Plan Check #: B14LA12422FO
Initiating Office: METRO
Printed on: 09/29/14 07:25:56

PLOT PLAN ATTACHMENT

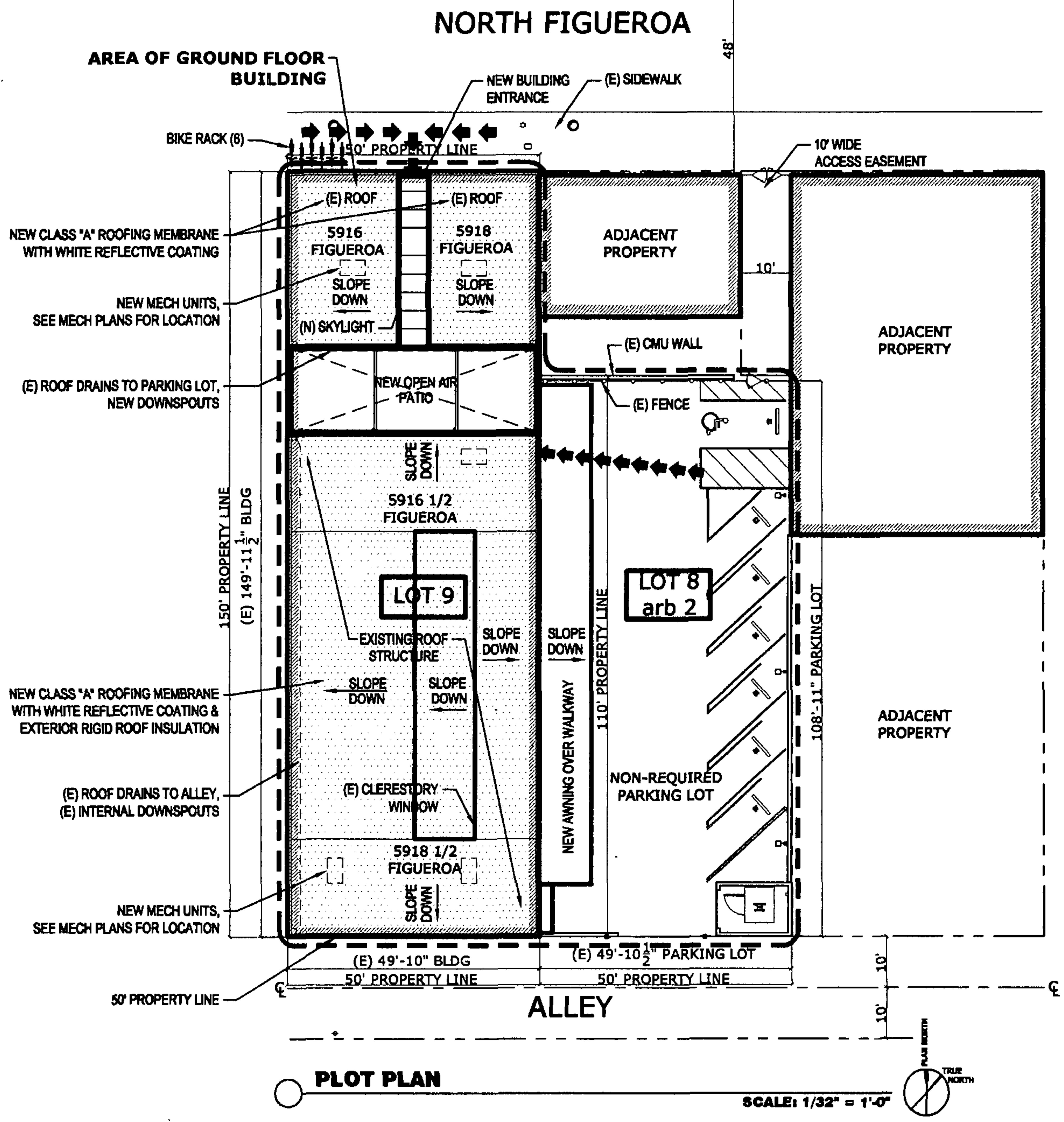
PROJECT INFORMATION

OCCUPANCY TYPE: A-2, M
(E) BUILDING STORIES: 1 STORY BUILDING.
FLOOR AREA: 6,397 S.F.
TYPE OF CONSTRUCTION: TYPE V-B
(E) HEIGHT OF BUILDING: 25'
BUILDING FIRE SPRINKLERED: YES, NFPA-13 THROUGHOUT
ZONING: C2-2D-HPOZ, Z-2129 EAST LOS ANGELES
STATE ENTERPRISE ZONE

LEGAL DESCRIPTION

SITE ADDRESS	5916, 5918, 5916 1/2, 5918 1/2 N FIGUEROA ST LOS ANGELES, CA 90042
PIN NUMBER:	151-5A229 114, 151-5A229 119
LOT/PARCEL AREA:	7,501.8 SF, 5,501.8 SF
ASSESSOR PARCEL NO:	5492015008, 5492015007
TRACT:	RALPH ROGERS SUB. OF A PART OF THE GARVANZA TRACT
MAP REFERENCE:	M R 12-61
BLOCK:	52
LOT:	9 & 8 ab 2
MAP SHEET	151-5A229

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENT'S OUTSIDE BORDER)



5916 - 5918 N Figueroa St



Permit #:

14016 - 10001 - 18362

Plan Check #: B15LA06311

Printed: 07/02/15 08:33 AM

Event Code:

Bldg-Alter/Repair GREEN - MANDATORY
 Commercial
 Regular Plan Check
 Plan Check

City of Los Angeles - Department of Building and Safety
**APPLICATION FOR BUILDING PERMIT
 AND CERTIFICATE OF OCCUPANCY**

Issued on: 07/02/2015
 Last Status: Issued
 Status Date: 07/02/2015

1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF#	PARCEL ID # (PIN #)	2. ASSESSOR PARCEL#
RALPH ROGERS SUBDIVISION	52	9		M R 12-61	151-5A229 114	5492 - 015 - 008
RALPH ROGERS SUBDIVISION	52	8	2	M R 12-61	151-5A229 119	5492 - 015 - 007

3. PARCEL INFORMATION

Area Planning Commission - East Los Angeles

Census Tract - 1837.01

Near Source Zone Distance - .9

LADBS Branch Office - LA

District Map - 151-5A229

Thomas Brothers Map Grid - 595-D2

Council District - 1

Energy Zone - 9

Thomas Brothers Map Grid - 595-D3

Certified Neighborhood Council - Historic Highland Park

Fire District - 2

Community Plan Area - Northeast Los Angeles

Hillside Grading Area - YES

ZONES(S): C2-2D-HPOZ

4. DOCUMENTS

ZI - ZI-2129 EAST LOS ANGELES STATE E ORD - ORD-172316	ORD - ORD-175891	CPC - CPC-1989-22490
SPA - Avenue 57	HPOZ - Highland Park - Garvanza	CPC - CPC-1992-283-HPOZ
ORD - ORD-165351-SA2122	CPC - CPC-1986-826-GPC	CPC - CPC-1999-523
ORD - ORD-169776	CPC - CPC-1989-177-IPRO	CPC - CPC-1999-523-SP

5. CHECKLIST ITEMS

Permit Flag - Fire Life Safety Clearance Req'd

Std. Work Descr - Seismic Gas Shut Off Valve

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION

Owner(s):

5916 NORTH FIGUEROA STREET LLC

155 RAYMOND AVE, PASADENA CA 91103 --

Tenant:

Applicant: (Relationship: Architect)

STEPHANIE RAGLE -
1515 ECHO PARK, LOS ANGELES, CA 90026 -- (213) 278-0703

For Cashier's Use Only

W/O #: 41618362

7. EXISTING USE

(16) Retail

PROPOSED USE

(16) Retail

(17) Restaurant

8. DESCRIPTION OF WORK

SUPPLEMENTAL-14016-10000-18362. Change 782 sq. ft. of open area into an interior circulation area, increase the area of the trellis by 412sq. ft. Revise the restroom location that is serving the large restaurant. *** CHANGE ARCHITECT OF RECORD.*** ***
 shell only, no County Health approval*****

9. # Bldgs on Site & Use:

SUPPLEMENTAL

10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: Sean Dang

DAS PC By: Eddie Garin

LA DAVI 102059392 7/2/2015 8:33:28 AM

\$159.25

OK for Cashier: Sharon Khaw

Coord. OK:

Signature: *Sharon Khaw*

Date: 07/02/2015

BUILDING PERMIT COMM

\$71.66

BUILDING PLAN CHECK

\$35.83

BUILDING PLAN CHECK

\$10.00

PLAN MAINTENANCE

\$0.50

EI COMMERCIAL

\$5.54

ONE STOP SURCH

\$16.63

SYSTEMS DEVT FEE

\$16.60

CITY PLANNING SURCH

\$16.60

MISCELLANEOUS

\$10.00

PLANNING GEN PLAN MAINT SURCH

\$13.84

CA BLDG STD COMMISSION SURCHARGE

\$1.00

BUILDING PLAN CHECK

\$0.00

11. PROJECT VALUATION

Final Fee Period

Permit Valuation: \$301

PC Valuation:

Sewer Cap ID:

Total Bond(s) Due:

12. ATTACHMENTS*SK*

Plot Plan

For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call (213) 482-0000 or request inspections via www.ladbs.org. To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.

Sub Total:

\$340.85

Permit #: 140161000118362

Building Card #: 2015LA50260

Receipt #: 0102458599



* P 1 4 0 1 6 1 0 0 0 1 1 8 3 6 2 F N *

13. STRUCTURE INVENTORY (Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")	14016 - 10001 - 18362
(P) Floor Area (ZC): +412 Sqft / 8377 Sqft	(P) Parking Req'd for Bldg (Auto+Bicycle): +7 Stalls / 7 Sta
(P) Height (ZC): 0 Feet / 25 Feet	(P) Provided Compact for Bldg: 0 Stalls / 0 Stalls
(P) Length: 0 Feet / 149.92 Feet	(P) Provided Disabled for Bldg: +1 Stalls / 1 Stalls
(P) Stories: 0 Stories / 1 Stories	(P) Provided Standard for Bldg: +6 Stalls / 6 Stalls
(P) Width: 0 Feet / 49.83 Feet	(P) Parking Req'd for Site (Auto+Bicycle): +7 Stalls / 7 Sta
(P) NFPA-13 Fire Sprinklers Thru-out	(P) Provided Compact for Site: 0 Stalls / 0 Stalls
(P) A2 Occ. Group: +6168 Sqft / 6168 Sqft	(P) Provided Disabled for Site: +1 Stalls / 1 Stalls
(P) M Occ. Group: +1015 Sqft / 1021 Sqft	(P) Provided Standard for Site: +6 Stalls / 6 Stalls
(P) U Occ. Group: +412 Sqft / 1194 Sqft	(P) Total Provided Parking for Site: +7 Stalls / Stalls
(P) A2 Occ. Load: +356 Max Occ. / 356 Max Occ.	(P) Type V-B Construction

14. APPLICATION COMMENTS: see modification dated 6/4/15 to allow trellis in lieu of Class A roofing and to omit sprinklers below the trellis.	In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.
---	--

15. BUILDING RELOCATED FROM:				
16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) RAGLE, STEPHANIE SLACK	1608 MORTON AVENUE,	LOS ANGELES, CA 90026	C32040	(213) 278-0703
(C) G G & M CONSTRUCTION INC	125 N RAYMOND AVE 202,	PASADENA, CA 91103	646300	
(E) TUCHSCHER, JAMES TODD	5503 E 2ND ST,	LONG BEACH, CA 90803	C77649	(310) 613-9980

PERMIT EXPIRATION/REFUNDS: This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98.0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).
--

17. LICENSED CONTRACTOR'S DECLARATION I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.
License Class: <u>B</u> License No.: <u>646300</u> Contractor: <u>G G & M CONSTRUCTION INC</u>

18. WORKERS' COMPENSATION DECLARATION I hereby affirm, under penalty of perjury, one of the following declarations: <input type="checkbox"/> I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. <input checked="" type="checkbox"/> I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: <u>STATE COMP. INS. FUND</u> Policy Number: <u>9003310</u> <input type="checkbox"/> I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

19. ASBESTOS REMOVAL DECLARATION / LEAD HAZARD WARNING I certify that notification of asbestos removal is either not applicable or has been submitted to the AQMD or EPA as per section 19827.5 of the Health and Safety Code. Information is available at (909) 396-2336 and the notification form at www.aqmd.gov . Lead safe construction practices are required when doing repairs that disturb paint in pre-1978 buildings due to the presence of lead per section 6716 and 6717 of the Labor Code. Information is available at Health Services for LA County at (800) 524-5323 or the State of California at (800) 597-5323 or www.dhs.ca.gov/childlead .

20. CONSTRUCTION LENDING AGENCY DECLARATION I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code). Lender's Name (If Any): _____ Lender's Address: _____
--

21. FINAL DECLARATION I certify that I have read this application INCLUDING THE ABOVE DECLARATIONS and state that the above information INCLUDING THE ABOVE DECLARATIONS is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

By signing below, I certify that:	
(1) I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and	
(2) This permit is being obtained with the consent of the legal owner of the property.	
Print Name: <u>MARILYN DEE BUCHANAN</u> Sign: <u></u> Date: <u>07/02/2015</u>	<input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Authorized Agent

5918 1/2 N Figueroa St



Permit #:

15016 - 10000 - 12920

Printed: 10/20/17 02:26 PM

Plan Check #: B15LA08576

Event Code:

Bldg-Alter/Repair
Commercial
Plan Check at Counter
Plan Check

City of Los Angeles - Department of Building and Safety

Issued on: 10/20/2017

**APPLICATION FOR BUILDING PERMIT
AND CERTIFICATE OF OCCUPANCY**

Last Status: Issued

Status Date: 10/20/2017

1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID #(PIN #)	2. ASSESSOR PARCEL #
RALPH ROGERS SUBDIVISION 1 52	9			M R 12-61	151-5A229 114	5492 - 015 - 028

3. PARCEL INFORMATION

Area Planning Commission - East Los Angeles

Census Tract - 1837.01

Near Source Zone Distance - .9

LADBS Branch Office - LA

District Map - 151-5A229

Thomas Brothers Map Grid - 595-D2

Council District - 1

Energy Zone - 9

Thomas Brothers Map Grid - 595-D3

Certified Neighborhood Council - Historic Highland Park

Fire District - 2

Community Plan Area - Northeast Los Angeles

Hillside Grading Area - YES

ZONES(S): C2-2D-HPOZ

4. DOCUMENTS

ZI - ZI-2129 EAST LOS ANGELES STATE E ZA - ZA-2014-2940-MPA
ZI - ZI-2440 Highland Park - Garvanza ZA - ZA-2014-2941-MPA
ZA - ZA-2014-2937-MCUP ZA - ZA-2014-4835-CUB
ZA - ZA-2014-2939-MPA ZA - ZA-2014-4839-CUB

ZA - ZA-2014-4842-CUB
SPA - Avenue 57
ORD - ORD-165351-SA2122
ORD - ORD-169776

ORD - ORD-172316
ORD - ORD-174663-SA3
ORD - ORD-174665-SA4075C
ORD - ORD-175088-SA4075C

5. CHECKLIST ITEMS

Permit Flag - Not a Fire Life Safety Project
Std. Work Descr - Seismic Gas Shut Off Valve

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION

Owner(s):

5916 NORTH FIGUEROA STREET LLC
155 RAYMOND AVE, PASADENA CA 91103 --

Tenant:

Applicant: (Relationship: Architect)
STEPHANIE RAGLE -
1515 ECHO PARK AVE, LOS ANGELES, CA 90026 -- (213) 278-0703

For Cashier's Use Only

W/O #: 51612920

7. EXISTING USE

(16) Retail

PROPOSED USE

8. DESCRIPTION OF WORK

INTERIOR TENANT IMPORVEMENT (899 SF) AT (E) RETAIL TENANT SPACE FOR
"NEW LIQUOR STORE" WITH "WINE TASTING" AS ALLOWED PER
ZA-2014-4842(CUB)

9. # Bldgs on Site & Use:

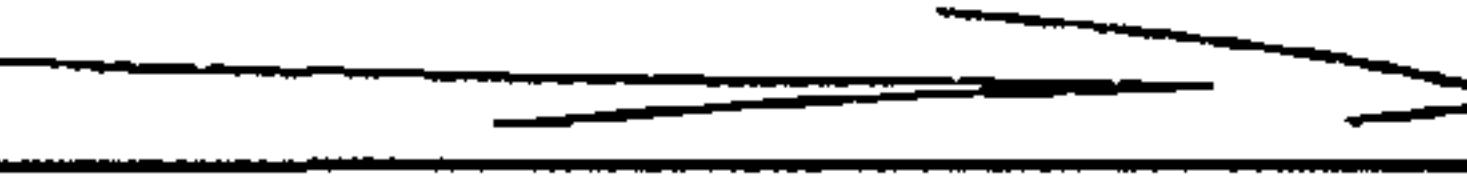
10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: Veronica Lopez

DAS PC By:

OK for Cashier: Dean Lee

Coord. OK:

Signature: 

Date: 10/20/2017

LA NELI 10111117 10/20/2017 2:26:19 PM	
BUILDING PERMIT COMM	\$559.69
BUILDING PLAN CHECK	\$0.00
EI COMMERCIAL	\$15.40
DEV SERV CENTER SURCH	\$17.25
SYSTEMS DEVT FEE	\$34.51
CITY PLANNING SURCH	\$33.58
MISCELLANEOUS	\$10.00
PLANNING GEN PLAN MAINT SURCH	\$39.18
CA BLDG STD COMMISSION SURCHARGE	\$3.00
BUILDING PLAN CHECK	\$0.00

11. PROJECT VALUATION Final Fee Period

Permit Valuation: \$55,000

PC Valuation:

Sewer Cap ID:

Total Bond(s) Due:

12. ATTACHMENTS

Plot Plan 

For inspection requests, call toll-free (888) LA4BUILD (524-2845). Outside LA County, call
(213) 482-0000 or request inspections via www.ladbs.org. To speak to a Call Center agent, call
311. Outside LA County, call (213) 473-3231.

Sub Total: \$712.61

Permit #: 150161000012920

Building Card #: 2017LA91609

Receipt #: 0101805018



* P 1 5 0 1 6 1 0 0 0 0 1 2 9 2 0 F N *

13. STRUCTURE INVENTORY

(Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

15016 - 10000 - 12920

(P) M Occ. Group: 0 Sqft / 899 Sqft

(P) M Occ. Load: 27 Max Occ.

14. APPLICATION COMMENTS:

** Approved Seismic Gas Shut-Off Valve may be required. ** 1. Verified (e) shell for retail tenant space and adjacent restaurant under floor plan for 14016-10001-18362 2. TI for adjacent restaurant tenant space under 15016-10000-12499 3. Site within enterprise zone 4. On site consumption allowed under ZA-2014-4842(CUB)

In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.

15. BUILDING RELOCATED FROM:**16. CONTRACTOR, ARCHITECT & ENGINEER NAME**(A) RAGLE, STEPHANIE SLACK
(C) BARLING CONSTRUCTION INC**ADDRESS**1608 MORTON AVENUE,
1920 VIOLET ST SUITE 201,LOS ANGELES, CA 90026
LOS ANGELES, CA 90021CLASS
BLICENSE #
C32040
1023529PHONE #
(310) 696-9778

PERMIT EXPIRATION/REFUNDS: This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98.0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).

17. LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.

License Class: B License No.: 1023529 Contractor: BARLING CONSTRUCTION INC**18. WORKERS' COMPENSATION DECLARATION**

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: STATE COMP INSURANCE FUNDPolicy Number: 9024052

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

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I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name (If Any): _____

Lender's Address: _____

21. FINAL DECLARATION

I certify that I have read this application **INCLUDING THE ABOVE DECLARATIONS** and state that the above information **INCLUDING THE ABOVE DECLARATIONS** is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

By signing below, I certify that:

(1) I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and

(2) This permit is being obtained with the consent of the legal owner of the property.

Print Name: DANIEL BARLINGSign: Dan BarlingDate: 10/20/2017 Contractor Authorized Agent

Bldg-Alter/Repair
Commercial
Plan Check

City of Los Angeles - Department of Building and Safety

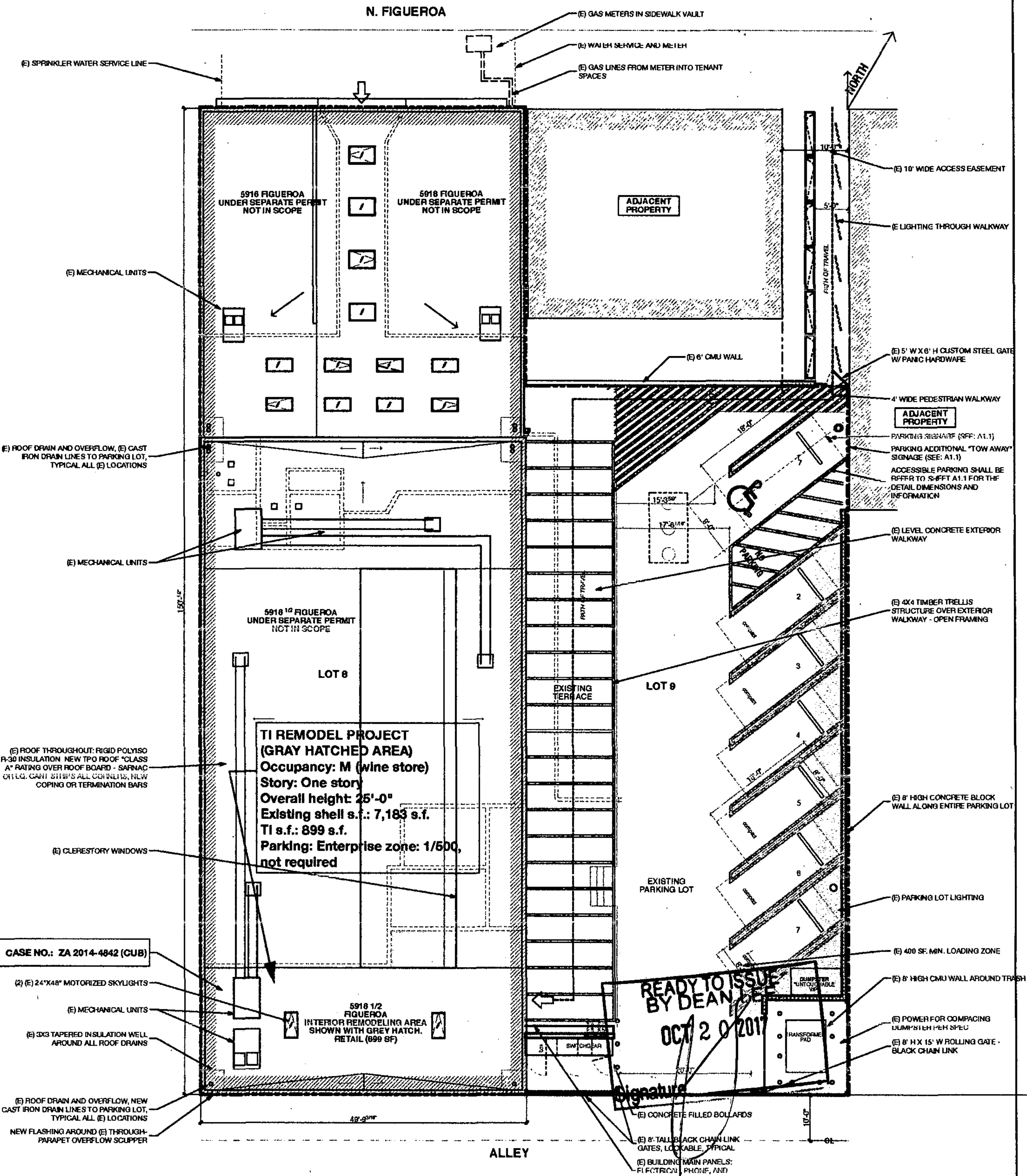
Plan Check #: B15LA08576

PLOT PLAN ATTACHMENT

Initiating Office: METRO

Printed on: 06/22/15 12:19:55

(DO NOT DRAW, WRITE, OR PASTE ATTACHMENTS OUTSIDE BORDER)



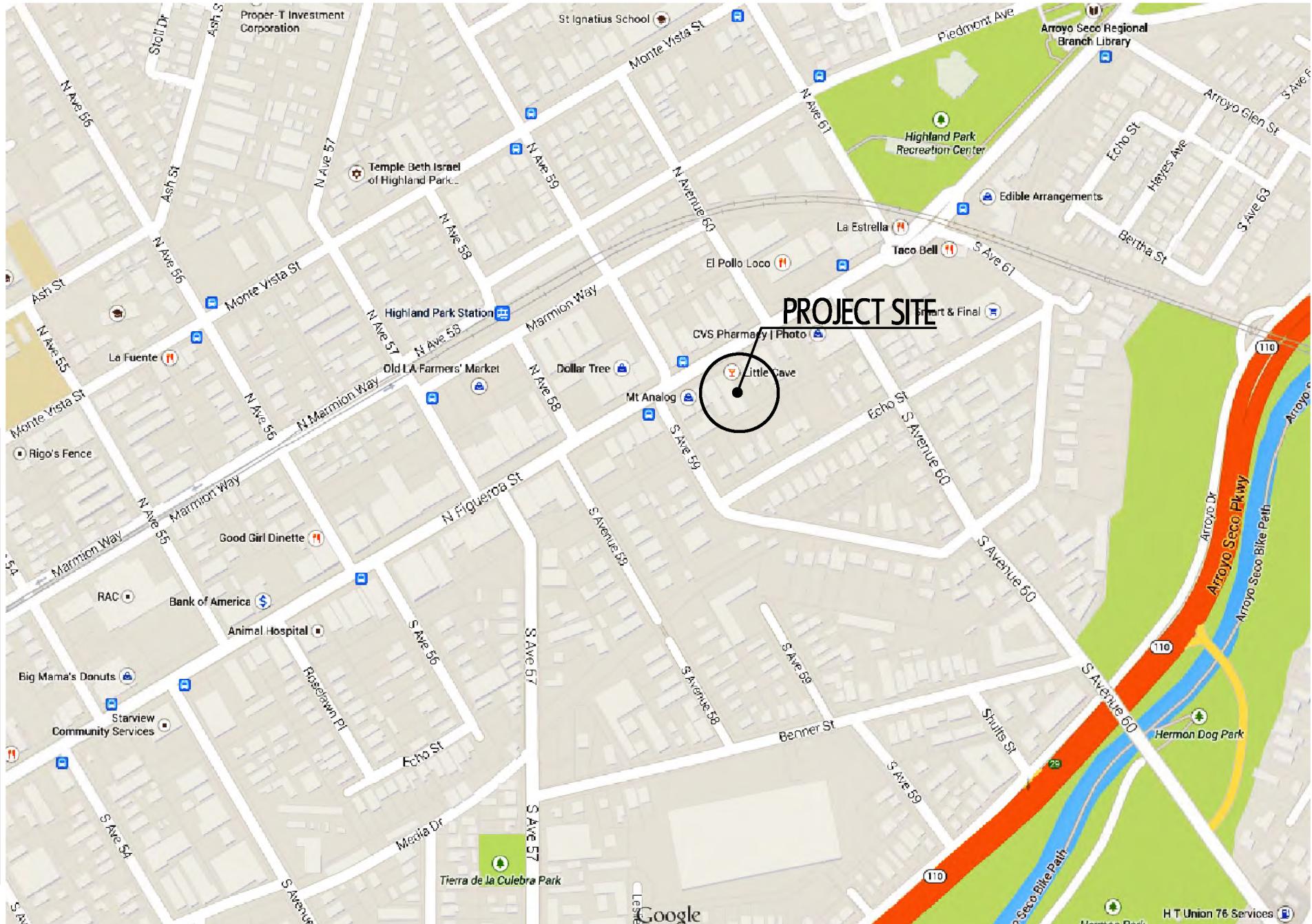
READY TO USE
BY DEVEN LEE

11/3 11/4

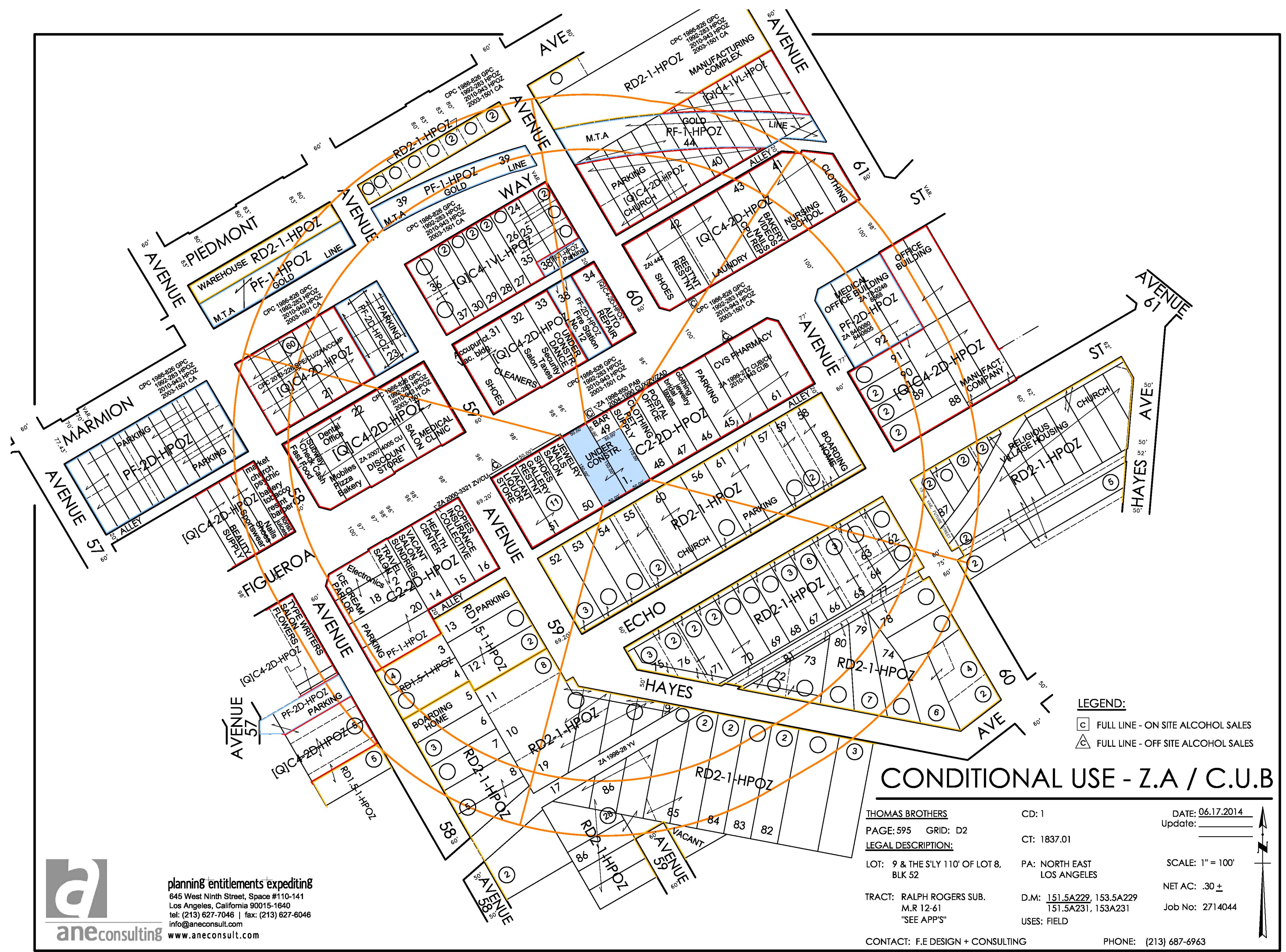
11/3 11/4

The Photo Packet we initially submitted with this CUB application was too large to upload to the PCN electronic application. Please contact dafne@fedesignandconsulting.com or tari@fedesignandconsulting.com so that the photos can be emailed over or brought over to City Clerk's office to whoever receives/is reviewing this application. Thank you.

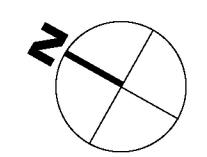
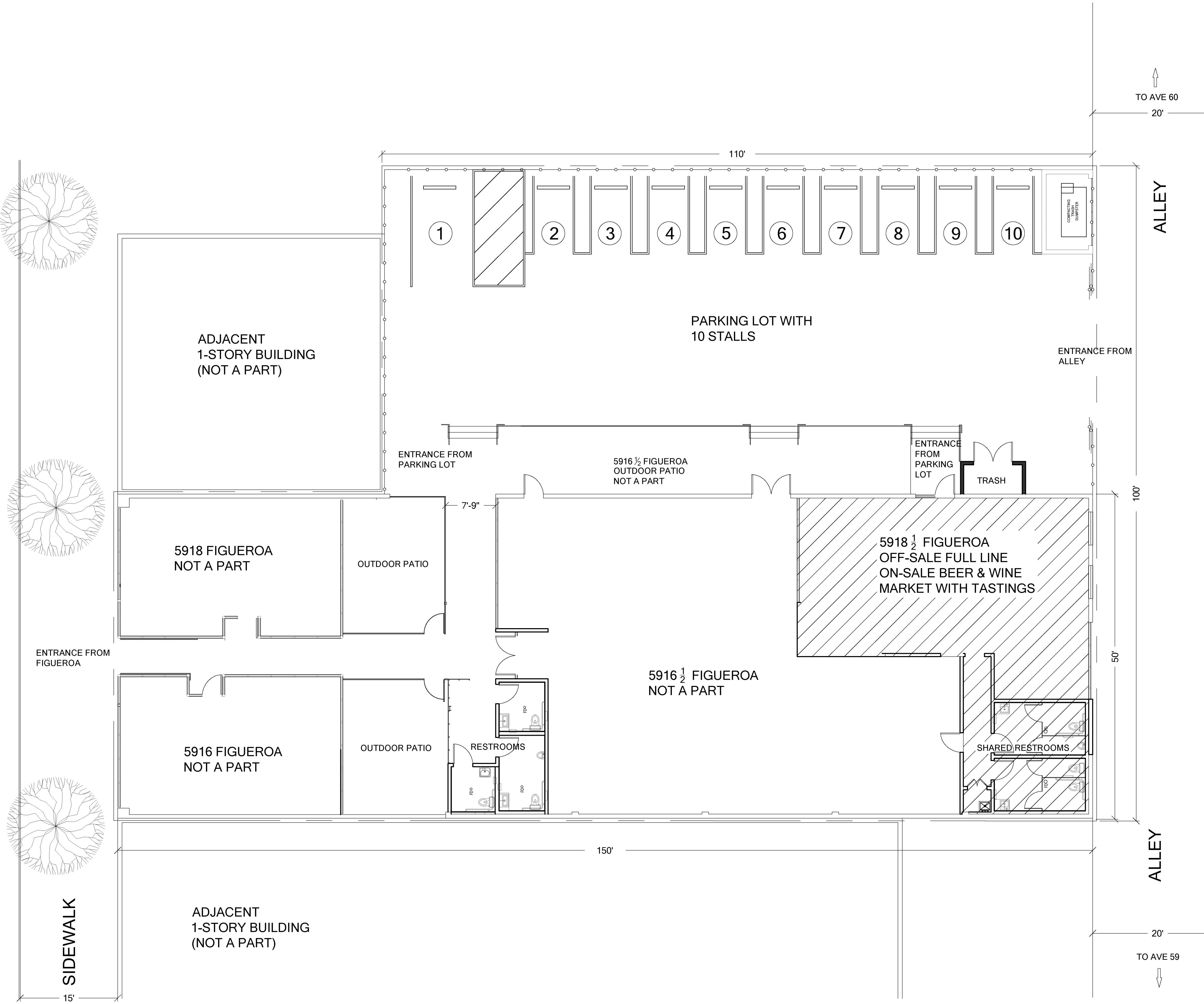
VICINITY MAP



Ane Consulting
tel: 213.627.7046
fax: 213.627.6046
e: info@aneconsult.com



FIGUEROA STREET



PLOT PLAN

SCALE 1/8" = 1'-0"

PROJECT INFORMATION

LEGAL DESCRIPTION

SITE ADDRESS : 5918 N FIGUEROA
5918 1/2 N FIGUEROA
5916 1/2 N FIGUEROA
5918 1/2 N FIGUEROA
90042

ZIP CODE : 90042
LOT/PARCEL AREA : 13,003.4 (SQ FT)
THOMAS BROTHERS GRID : PAGE 595 - GRID D2
ASSESSOR PARCEL NO. : 5492015008
5492015007

TRACT : RALPH ROGERS
SUBDIVISION OF A PART OF THE GARVANZA TRACT
M R 12-61

MAP REFERENCE : 52
BLOCK : 8 ARB 2, 9
LOT : 151-5A229

JURISDICTIONAL

COMMUNITY PLAN AREA : NORTHEAST LOS ANGELES
AREA PLANNING COMMISSION : EAST LOS ANGELES
NEIGHBORHOOD COUNCIL : HISTORIC HIGHLAND PARK
COUNCIL DISTRICT : CD 1 - GILBERT CEDILLO
CENSUS TRACT # : 1837.01

PLANNING & ZONING

SPECIAL NOTES : NONE
ZONING : C2-2D-HPOZ
ZONING INFORMATION (ZI) : ZI-2129 EAST LOS ANGELES STATE ENTERPRISE ZONE

GENERAL PLAN LAND USE

GENERAL PLAN FOOTNOTE(S) : NEIGHBORHOOD COMMERCIAL
HILLSIDE AREA (ZONING CODE) : YES
BASELINE HILLSIDE ORDINANCE : NO
BASELINE MANSIONIZATION : NO

ORDINANCE : NO
SPECIFIC PLAN AREA : AVENUE 57
HISTORIC PRESERVATION REVIEW : YES
PEDESTRIAN ORIENTED DISTRICTS : NONE

COMMUNITY DESIGN OVERLAY : NONE

NEIGHBORHOOD STABILIZATION : NO

OVERLAY : NO

STREETSCAPE : NO

SIGN DISTRICT : NO

ADAPTIVE REUSE INCENTIVE AREA : NO

COMMUNITY : NO

REDEVELOPMENT AGENCY : NONE

CENTRAL CITY PARKING : NO

DOWNTOWN PARKING : NO

BUILDING LINE : NONE

500 FT SCHOOL ZONE : NO

500 FT PARK ZONE ACTIVE : NO

PROJECT DETAILS

TYPE OF USE : MARKET

TYPE OF ALCOHOL : FULL LINE OFF-SITE BEER & WINE ON-SITE

HOURS OF OPERATION : 10 A.M. TO 10 P.M. DAILY

TOTAL AREA : 1,360 S.F.

TOTAL SEATING : 35

LIVE ENTERTAINMENT : NONE

DANCING : NONE

PARKING: THE BUILDING HAS NO PARKING REQUIREMENT BECAUSE IT WAS CONSTRUCTED PRIOR TO MODERN PARKING CALCULATIONS. HOWEVER, THE ADJACENT PROPERTY HOUSES A PARKING LOT THAT HAS, UNTIL THE APPLICANTS PURCHASED IT, REMAINED SEPARATE AND DISTINCT FROM ANY OTHER USE. SO, MOVING FORWARD, THE LOTS WILL BE TIED AND THE 10 PARKING STALLS THERE WILL BE SET ASIDE FOR THE ENTIRE BUILDING.

237 E. 2nd STREET #222 LOS ANGELES, CALIFORNIA 90012

PROJECT INFO.

5918 1/2 FIGUEROA ST.
LOS ANGELES, CA. 90042

SUBMITTAL

12-22-14

12-14-14

7-17-14

REV# DATE DESCRIPTION

NOTES:

PLOT PLAN

SHEET NO.

A-01



DESIGN & CONSULTING



DESIGN & CONSULTING

237 E. 2nd STREET #222 LOS ANGELES, CALIFORNIA 90012

PROJECT INFO.

5918 1/2 FIGUEROA ST.
LOS ANGELES, CA. 90003

SUBMITTAL

12-14-14		
7-17-14		

REV# DATE DESCRIPTION

NOTES:

FLOOR PLAN

SHEET NO.

A-02

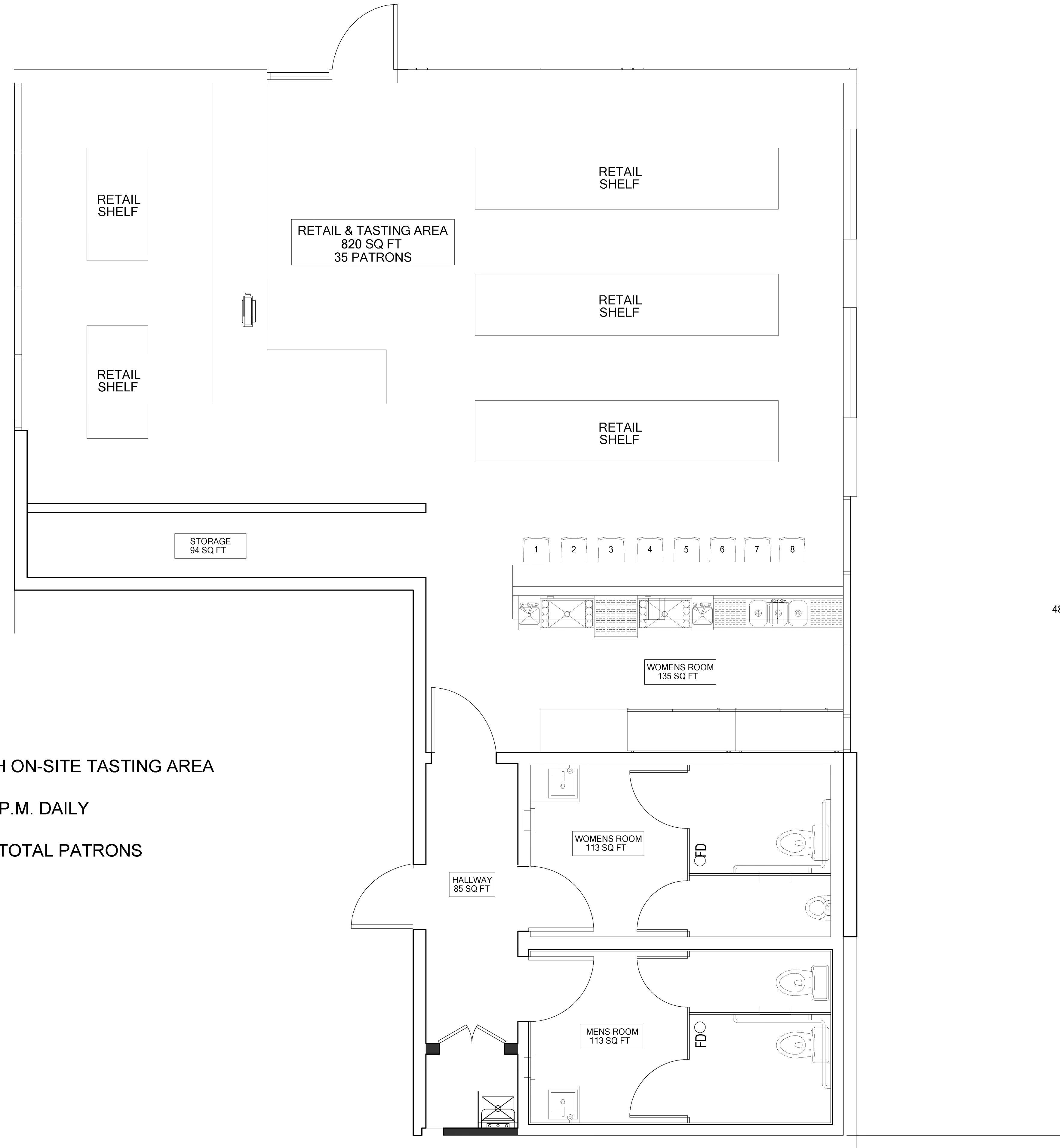
5918 1/2 FIGUEROA

TYPE OF USE
TYPE OF ALCOHOL
HOURS OF OPERATION
TOTAL AREA
TOTAL SEATING
LIVE ENTERTAINMENT
DANCING

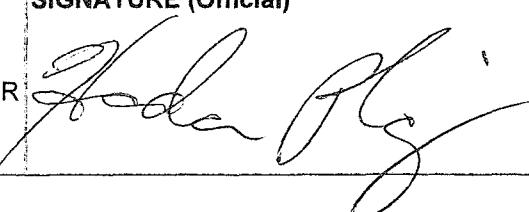
: MARKET WITH ON-SITE TASTING AREA
: TYPE 21 & 42
: 10A.M. TO 10 P.M. DAILY
: 1360 S.F.
: 8 SEATS, 35 TOTAL PATRONS
: NONE
: NONE

FLOOR PLAN

SCALE 3/8" = 1'-0"



CITY OF LOS ANGELES
 OFFICE OF THE CITY CLERK
 ROOM 395, CITY HALL
 LOS ANGELES, CALIFORNIA 90012
 CALIFORNIA ENVIRONMENTAL QUALITY ACT
PROPOSED MITIGATED NEGATIVE DECLARATION

LEAD CITY AGENCY City of Los Angeles	COUNCIL DISTRICT 1		
PROJECT TITLE ENV-2014-4836-MND			
PROJECT LOCATION 5916 1/2, 5918, 5918 1/2 N FIGUEROA ST			
PROJECT DESCRIPTION <p>Pursuant to the provisions of Section 12.24-W.1 of the Los Angeles Municipal Code, a Conditional Use Permit to allow 1) the sale and dispensing of beer and wine for on-site and off-site consumption in conjunction with a proposed 1,265 square foot restaurant with 20 indoor and 40 outdoor seats within a 875 square foot patio with hours of operation between 10 a.m. and 1 a.m. Sunday through Thursday and 10 a.m. to 2 a.m. Friday and Saturday at 5918 N. Figueroa Street, and 2) the sale and dispensing of a full line of alcoholic beverages for on-site consumption in conjunction with a proposed 3,320 square foot restaurant with 110 indoor and 40 outdoor seats within a 670 square foot patio with hours of operation between 9 a.m. and 12 a.m. Sunday through Thursday and 9 a.m. to 1 a.m. Friday and Saturday at 5916 1/2 N. Figueroa Street, and 3) the sale and dispensing of beer and wine only for on-site consumption and a full line of alcoholic beverages for off-site consumption in conjunction with a proposed 1,360 square foot wine and spirits store with 35 bar seats with hours of operation between 10 a.m. and 10 p.m. daily at 5918 1/2 N. Figueroa Street.</p>			
NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY Eddie Navarette FE Design & Consulting 327 E. 2nd Street, Suite 222 Los Angeles, CA 90012			
FINDING: <p>The City Planning Department of the City of Los Angeles has Proposed that a mitigated negative declaration be adopted for this project because the mitigation measure(s) outlined on the attached page(s) will reduce any potential significant adverse effects to a level of insignificance</p>			
(CONTINUED ON PAGE 2)			
SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.			
Any written comments received during the public review period are attached together with the response of the Lead City Agency. The project decision-maker may adopt the mitigated negative declaration, amend it, or require preparation of an EIR. Any changes made should be supported by substantial evidence in the record and appropriate findings made.			
THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.			
NAME OF PERSON PREPARING THIS FORM JASON CHAN		TITLE City Planner	TELEPHONE NUMBER (213) 978-1310
ADDRESS 200 N. SPRING STREET, 7th FLOOR LOS ANGELES, CA. 90012		SIGNATURE (Official) 	DATE FEBRUARY 18, 2015

I-90. Aesthetics (Vandalism)

- Environmental impacts may result from project implementation due to graffiti and accumulation of rubbish and debris along the wall(s) adjacent to public rights-of-way. However, this potential impact will be mitigated to a less than significant level by the following measures:
- Every building, structure, or portion thereof, shall be maintained in a safe and sanitary condition and good repair, and free from, debris, rubbish, garbage, trash, overgrown vegetation or other similar material, pursuant to Municipal Code Section 91.8104.
- The exterior of all buildings and fences shall be free from graffiti when such graffiti is visible from a street or alley, pursuant to Municipal Code Section 91.8104.15.

I-100. Aesthetics (Signage)

- Environmental impacts may result from project implementation due to on-site signage in excess of that allowed under the Los Angeles Municipal Code Section 91.6205. However, the potential impact will be mitigated to a less than significant level by the following measures:
- On-site signs shall be limited to the maximum allowable under the Municipal Code.
- Multiple temporary signs in store windows and along building walls are not permitted.

I-120. Aesthetics (Light)

- Environmental impacts to the adjacent residential properties may result due to excessive illumination on the project site. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way.

I-130. Aesthetics (Glare)

- Environmental impacts to adjacent residential properties may result from glare from the proposed project. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.

III-60. Objectionable Odors (Commercial Trash Receptacles)

- Environmental impacts may result from project implementation due to the location of trash receptacles near adjacent residences. However, these impacts will be mitigated to a less than significant level by the following measure:
- Open trash receptacles shall be located a minimum of 50 feet from the property line of any residential zone or use.
- Trash receptacles located within an enclosed building or structure shall not be required to observe this minimum buffer.

III-70. Objectionable Odors

- Environmental impacts to adjacent residential properties may result due to objectionable odors from the proposed project. However, these impacts can be mitigated to a less than significant level by the following measures:
- No window openings or exhaust vents shall be permitted on the building facade which abuts a residential use or zone.

VIII-50. Human Health Hazard (Vector Control)

- The property shall be maintained in a neat, attractive, and safe condition at all times.
- On-site activities shall be conducted so as not to create noise, dust, odor, or other nuisances to surrounding properties.
- Trash and garbage bins shall be maintained with a lid in working condition; such lid shall be kept closed at all times.
- Trash and garbage collection bins shall be maintained in good condition and repair such that there are no holes or points of entry through which a rodent could enter.
- Trash and garbage collection containers shall be emptied a minimum of once per week.
- Trash and garbage bin collection areas shall be maintained free from trash, litter, garbage, and debris.

XII-50. Increased Noise Levels (Retail Markets, Bars, Entertainment etc...)

- Environmental impacts to adjacent residential properties may result from project implementation due to noise from the proposed project's activities and parking on the site. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- No window openings shall be permitted along the residential sides of the building.

- A 6-foot-high solid decorative masonry wall adjacent to the residential properties shall be constructed, if no such wall currently exists.
- The proposed facility shall incorporate noise-attenuating features (physical as well as operational) designed by a licensed acoustical sound engineer to assure that operational sounds shall be inaudible beyond the property line.

XIV-10. Public Services (Fire)

- Environmental impacts may result from project implementation due to the location of the project in an area having marginal fire protection facilities. However, this potential impact will be mitigated to a less than significant level by the following measure:
- The following recommendations of the Fire Department relative to fire safety shall be incorporated into the building plans, which includes the submittal of a plot plan for approval by the Fire Department either prior to the recordation of a final map or the approval of a building permit. The plot plan shall include the following minimum design features: fire lanes, where required, shall be a minimum of 20 feet in width; all structures must be within 300 feet of an approved fire hydrant, and entrances to any dwelling unit or guest room shall not be more than 150 feet in distance in horizontal travel from the edge of the roadway of an improved street or approved fire lane.

XIV-20. Public Services (Police – Demolition/Construction Sites)

- Fences shall be constructed around the site to minimize trespassing, vandalism, short-cut attractions and attractive nuisances.

XIV-30. Public Services (Police)

- Environmental impacts may result from project implementation due to the location of the project in an area having marginal police services. However, this potential impact will be mitigated to a less than significant level by the following measure:
- The plans shall incorporate the design guidelines relative to security, semi-public and private spaces, which may include but not be limited to access control to building, secured parking facilities, walls/fences with key systems, well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment, location of toilet facilities or building entrances in high-foot traffic areas, and provision of security guard patrol throughout the project site if needed. Please refer to "Design Out Crime Guidelines: Crime Prevention Through Environmental Design", published by the Los Angeles Police Department. Contact the Community Relations Division, located at 100 W. 1st Street, #250, Los Angeles, CA 90012; (213) 486-6000. These measures shall be approved by the Police Department prior to the issuance of building permits.

XVII-60. Utilities (Local Water Supplies - Restaurant, Bar, or Nightclub)

- Environmental impacts may result from project implementation due to the cumulative increase in demand on the City's water supplies. However, this potential impact will be mitigated to a less than significant level by the following measures:
- Install/retrofit high-efficiency toilets (maximum 1.28 gpf), including dual-flush water closets, and high-efficiency urinals (maximum 0.5 gpf), including no-flush or waterless urinals, in all restrooms as appropriate.
- Install/retrofit restroom faucets with a maximum flow rate of 1.5 gallons per minute.
- Install/retrofit and utilize only restroom faucets of a self-closing design.
- Install and utilize only high-efficiency Energy Star-rated dishwashers in the project, if proposed to be provided. If such appliance is to be furnished by a tenant, this requirement shall be incorporated into the lease agreement, and the applicant shall be responsible for ensuring compliance.
- Single-pass cooling equipment shall be strictly prohibited from use. Prohibition of such equipment shall be indicated on the building plans and incorporated into tenant lease agreements. (Single-pass cooling refers to the use of potable water to extract heat from process equipment, e.g. vacuum pump, ice machines, by passing the water through equipment and discharging the heated water to the sanitary wastewater system.)

XVII-90. Utilities (Solid Waste Recycling)

- Environmental impacts may result from project implementation due to the creation of additional solid waste. However, this potential impact will be mitigated to a less than significant level by the following measure:
- **(Operational)** Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. These bins shall be emptied and recycled accordingly as a part of the project's regular solid waste disposal program.

- **(Construction/Demolition)** Prior to the issuance of any demolition or construction permit, the applicant shall provide a copy of the receipt or contract from a waste disposal company providing services to the project, specifying recycled waste service(s), to the satisfaction of the Department of Building and Safety. The demolition and construction contractor(s) shall only contract for waste disposal services with a company that recycles demolition and/or construction-related wastes.
- **(Construction/Demolition)** To facilitate on-site separation and recycling of demolition- and construction-related wastes, the contractor(s) shall provide temporary waste separation bins on-site during demolition and construction. These bins shall be emptied and the contents recycled accordingly as a part of the project's regular solid waste disposal program.

PROPERTY OWNER NAME	ADDRESS	CITY	STATE	ZIP
5916 North Figueroa Street LLC	155 N Raymond Avenue	Pasadena	CA	91103
K Pleats LLC	1936 Mateo St	Los Angeles	CA	90021
Figueroa Street Properties	1801 Century Park E, Ste 2100	Los Angeles	CA	90067
Diamond Property Management Inc	3731 Wilshire Blvd, Ste 940	Los Angeles	CA	90010
Liu Henry C	1125 Coronado Ter	Los Angeles	CA	90026
Arjona Jorge E & Alicia	P.O. Box 4928	Lancaster	CA	93539
Caldwell Melenie L	5915 Echo St	Los Angeles	CA	90042
Uriel Torres	1654 Elder Ave	San Diego	CA	92154
Congregation of Highland Park	864 Temple Ter	Los Angeles	CA	90042
5916 North Figueroa Street LLC (A)	155 N Raymond Avenue	Pasadena	CA	91103
5916 North Figueroa Street LLC (O)	155 N Raymond Avenue	Pasadena	CA	91103
FE Design & Consulting (R)	327 E 2nd Street #222	Los Angeles	CA	90012

PROPERTY OWNER NAME

ADDRESS

CITY

STATE ZIP

CITY OF LOS ANGELES
CALIFORNIA

ASSOCIATE ZONING ADMINISTRATORS

R. NICOLAS BROWN
SUE CHANG
LOURDES GREEN
CHARLES J. RAUSCH, JR.
JIM TOKUNAGA
FERNANDO TOVAR
DAVID S. WEINTRAUB
MAYA E. ZAITZEVSKY



ERIC GARCETTI
MAYOR

MICHAEL J. LOGRANDE
DIRECTOR

**OFFICE OF
ZONING ADMINISTRATION**
200 N. SPRING STREET, 7TH FLOOR
LOS ANGELES, CA 90012
(213) 978-1318
FAX: (213) 978-1334
www.planning.lacity.org

April 22, 2015

5916 North Figueroa Street, LLC (A)(O)
c/o Everson Royce
155 North Raymond Avenue
Pasadena, CA 91103

Eddie Navarrette (R)
FE Design & Consulting
327 East 2nd Street, Suite 222
Los Angeles, CA 90012

CASE NO. ZA 2014-4842(CUB)
CONDITIONAL USE
5918-1/2 North Figueroa Street
Northeast Los Angeles Planning Area
Zone : C2-2D-HPOZ
D. M. : 151-5A229
C. D. : 1
CEQA : ENV 2014-4836-MND
Legal Description: Lot 9, Ralph Rogers
Subdivision of a part of the Garvanza
Tract

Pursuant to Los Angeles Municipal Code Section 12.24-W, 1, I hereby APPROVE:

a conditional use to allow the sale a full line of alcoholic beverages for off-site consumption and on-site consumption of beer and wine in a proposed 1,360 square-foot store in the C2-2D-HPOZ Zone,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.



5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action or proceedings against the City or its agents, officers, or employees relating to or to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
7. Approved herein is the sale and dispensing of beer and wine only for on-site consumption and a full line of alcoholic beverages for off-site consumption in a 1,360 square-foot wine and spirits store. Hours of operation are from 10 a.m. to 10 p.m. daily.
8. The authorization granted herein for the sale and dispensing of beer and wine only for on-site consumption and a full line of alcoholic beverages for off-site consumption is for a period of **five years** from the effective date of this grant. Thereafter, a new authorization shall be required to continue the sale and dispensing of beer and wine for on-site consumption and a full line of alcoholic beverages of off-site.
9. If at any time during the period of the grant, should documented evidence be submitted showing continued violation(s) of any condition(s) of the grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Zoning Administrator shall have the right to require the applicant to file a plan approval application together with the associated fees and to hold a public hearing to review the applicant's compliance with, and effectiveness of, the conditions of the grant. The applicant shall be required to submit a summary and supporting documentation demonstrating how compliance with each condition of the grant has been attained. Upon review, the Zoning Administrator may modify, add or delete conditions and reserves the right to conduct the public hearing for nuisance abatement revocation purposes if so warranted by documentation.
10. Any future operator or owner of the store must file a Plan Approval application to allow the City of Los Angeles to review the "mode and character" of the use.
11. Special events, where the applicant requests to extend the hours of operation, the approval shall only be permitted on a case by case basis requiring the prior approval from the Police Department. During such events LAPD has the discretion to place further conditions as needed. These conditions may include, but are not limited to, limitations on occupancy, ages of patrons, amount of security personnel, and date/time of the event.

12. The applicant/owner/operator and on-site manager(s) shall comply with all applicable laws and conditions and shall properly manage the facility to discourage illegal, criminal, and/or nuisance activity on the subject premises including any accessory parking areas which have been made available or are commonly used for patron parking.
13. The exterior windows and glass doors of the store shall be maintained substantially free of signs and other materials from the ground to at least 6 feet in height so as to permit surveillance into the restaurant by Police and private security.
14. Exterior lighting on the building shall be maintained and provide sufficient illumination of the immediate environment so as to render persons clearly visible.
15. Within six months of the effective date of this action, all employees involved with the sale of alcoholic beverages shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers" (STAR). Upon completion of such training, the applicant shall request the Police Department to issue a letter identifying which employees completed the training. The applicant shall transmit a copy of the letter from the Police Department to the Zoning Administrator as evidence of compliance. Employees shall attend the training on an annual basis.
16. An electronic age verification device shall be retained on the premises available for use during operational hours. This device shall be maintained in operational condition and all employees shall be instructed in its use.
17. The applicant shall be responsible for maintaining free of litter the area and adjacent to the premises over which he/she has control.
18. The owner/operator shall maintain video surveillance of all interior public areas, including entrances and exits, and maintain a minimum of a four-week DVR library. All persons acting in the capacity of manager shall be familiar with the security system and have the ability to make a copy of the content and provide it to law enforcement officers upon request.
19. A copy of the business permit, insurance information and a valid emergency contact phone number for the valet and security company service(s) used by the business operator shall be maintained on the premises and presented upon request to any law enforcement officer.
20. The applicant, business operator and licensee shall maintain on the premises and present upon request to any neighborhood council and/or immediate neighbor the valid current name, phone number and any other contact information needed to facilitate timely communication with the representative responsible for the establishment.
21. The approved conditions shall be retained on the premises at all times and produced immediately upon request of the Police Department or City Planning. All employees working in the store shall be knowledgeable of these conditions and shall sign a document acknowledging receipt of these conditions.

22. Prior to the utilization of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP 6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within three years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void.

TRANSFERABILITY

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 12.29 of the Los Angeles Municipal Code provides:

"A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its Conditions. The violation of any valid Condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code."

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$2,500 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

APPEAL PERIOD - EFFECTIVE DATE

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any Condition of this grant is violated or if the same be not complied with, then the applicant or his successor in interest may be prosecuted for

violating these Conditions the same as for any violation of the requirements contained in the Municipal Code. The Zoning Administrator's determination in this matter will become effective after MAY 7, 2015, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at <http://planning.lacity.org>.** Public offices are located at:

Figueroa Plaza
201 North Figueroa Street,
4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Boulevard, Room 251
Van Nuys, CA 91401
(818) 374-5050

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, the statements made at the public hearing on March 19, 2015, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the requirements for authorizing a conditional use permit under the provisions of Section 12.24-W have been established by the following facts:

BACKGROUND

The subject property is a level 13,003 square-foot parcel consisting of two interior lots zoned C2-2D-HPOZ. The site is improved with two, one-story commercial buildings with a total floor area of 7,500 square feet (constructed in 1921 and 1948) and a surface parking lot accessed from the alley. Pedestrian access is from Figueroa Street and the alley. The property has 100 feet of frontage on Figueroa Street and a variable depth of 110 to 150 feet. The property is within the East Los Angeles State Enterprise Zone, the Avenue 57

Specific Plan, the Highland Park-Garvanza Historic Preservation Overlay Zone, and the Highland Park Business Improvement District.

The applicant is requesting a conditional use to allow the sale a full line of alcoholic beverages for off-site consumption and the dispensing of beer and wine for on-site consumption in a proposed 1,360 square-foot wine and spirits store. The proposed hours of operation are proposed to be from 10 a.m. to 10 p.m., daily. Under two separate applications that were heard at the same public hearing, the applicant is proposing the sale and dispensing of beer and wine only for on-site consumption in a proposed 1,625 square-foot restaurant with a 875 square-foot interior patio, and the sale and dispensing of a full line of alcoholic beverages for on-site consumption in a proposed 3,990 square-foot restaurant.

The adjacent properties to the north are zoned [Q]C4-2D-HPOZ and PF-1-HPOZ and are improved with a shoe store, restaurants and a fire station. The adjacent properties to the east are zoned C2-2D-HPOZ and are improved with a bar, commercial uses and a post office. The adjacent properties to the south are zoned RD2-1-HPOZ and are improved with multi-family dwellings and a church. The adjacent properties to the west are zoned C2-2D-HPOZ and are improved with a nail salon, shops, and a liquor store on the ground floor and residential units located on the second floor.

Figuroa Street is a Major Highway Class II improved to a width of 97 feet with curb, gutter, and sidewalk.

Previous zoning related actions on the site include:

Subject Property

Case No. ZA 2014-4839(CUB) – On March 19, 2015, the Zoning Administrator conducted a public hearing for the sale and dispensing of a full line of alcoholic beverages for on-site consumption in a proposed 3,990 square-foot restaurant at 5916-1/2 Figuroa Street.

Case No. ZA 2014-4835(CUB) - On March 19, 2015, the Zoning Administrator conducted a public hearing for the sale and dispensing of beer and wine for on-site consumption in a proposed 1,265 square-foot restaurant at 5918 Figuroa Street.

CPC-2010-943-HPOZ - On August 27, 2010, the City Planning Commission approved the establishment of the proposed Highland Park-Garvanza HPOZ area.

Surrounding Property

Case No. ZA 2010-1943(CUB) - On May 19, 2011 the Zoning Administrator approved the continued sale of a full line of alcoholic beverages for off-site consumption at a convenience store/pharmacy at 5944 Figuroa Street.

Public Hearing

The public hearing was held on March 19, 2015, at City Hall.

Eddie Navarrete, representative:

- The property is in Highland Park, and it is approximately 800 feet from the Gold Line Highland Park station located at Avenue 57
- It is on Figueroa Street which is part of the Mayor's "Great Streets Initiative"
- The buildings were constructed in 1921 and 1945 and have been used for retail
- There's a parking lot in the rear with ten spaces
- There are a number of small public parking lots nearby
- The applicants have operated Silver Lake Wine since 2004 and they own Emerson Royce in Pasadena (with ABC licenses)
- They like to invite the community to the stores for wine education and tastings
- They own the property and will operate the three businesses in the building
- We have submitted 28 letters from project supporters
- The Historic Highland Park Neighbor Council Board voted in support of the project on September 19, 2014 based on the applicants' outreach (500-foot radius mailing) and their agreement to hire locally and conduct a job fair
- The Neighborhood Council wants them to improve the alley, but improvements were not required by Bureau of Engineering
- We agree to keep the alley clean and orderly
- We met with Sergeant Carrasco of Northeast Area Vice, he said he will follow up with a letter to you with recommended conditions
- We will revise the site plan and submit parking area improvements
- This will be a retail store with tasting of wine in the retail area

Randy Clement, applicant:

- This is primarily a retail store, but we will have tasting events in the evenings a couple of days a week
- It will not be a bar
- We want the store to be part of the community
- We don't use seats because we like people to mingle
- There is a maximum capacity of 35 patrons
- There will only be tasting of beer and wine, no distilled spirits
- The store will be open from 10 a.m. to 10 p.m. with tasting available
- We are hoping to complete the tenant improvements in August or September
- We are happy to hire local youth in the summer as requested by the Neighborhood Council and we will take care of the alley
- There will be no graffiti or trash on the property
- Loading will be on Figueroa Street
- The lot will be self-park but we may have an attendant monitor who is using it

Public testimony in support of the project:

- The applicants are supportive of Silver Lake schools and philanthropic endeavors
- They are active participants in the community
- Silver Lake Wine is the center of our community

- I think this project will be fantastic for Highland Park
- The recent boom in the area has been crucial to the community's prosperity

Gerald Gubatan, Senior Planning Deputy for Council District 1:

- The Councilmember is in overall support of the project with appropriate mitigation measures for noise attenuation
- Highland Park has been characterized as the "Epicenter of Gentrification"
- This is a diverse area and the prosperity should be shared
- The Great Streets Initiative is consistent with Councilmember Cedillo's focus on the Figueroa Corridor/Gold Line area
- The project is differentiated by the operator owning the property and based on their track record we have a high level of confidence in the project
- I walked the site in September
- The Gold Line operates until 2:30 a.m., daily
- LAPD was concerned about off-site sales, but this is not a liquor store the wine will be sold with a food order

Patricia Alarcon, Mayor's Office:

- Mayor Garcetti supports the applicants and the approval of the proposed conditional use permits
- Silver Lake Wine is located in his former Council District where the applicants have contributed to the community for over a decade

The case was taken under advisement to receive LAPD's letter and revised floor plans.

Correspondence

A letter of support dated February 5, 2015, was submitted by Monica Alcaraz, President of the Historic Highland Park Neighborhood Council. Their support was subject to the applicant hiring local residents, conducting a job fair, and to collaborate with the City on repairing the alley.

A letter of non-opposition to the three conditional use permit applications was submitted on April 16, 2015 from Northeast Area Captain Jeffrey Bert. The letter contained 23 recommended conditions of approval "to diminish vice-related problems that may develop".

There were 28 letters of support for the proposed project submitted by residents of Highland Park and Silver Lake, the Highland Park Chamber of Commerce, and organizations that have received donations from the applicant's stores in Pasadena and Silver Lake.

BASIS FOR CONDITIONAL USE PERMITS

A particular type of development is subject to the conditional use process because it has been determined that such use of property should not be permitted by right in a particular zone. All uses requiring a conditional use permit from the Zoning Administrator are located

within Section 12.24-W of the Los Angeles Municipal Code. In order for the sale of a full line of alcoholic beverages for off-site consumption and the sale of beer and wine for on-site consumption to be authorized, certain designated findings have to be made. In these cases, there are additional findings in lieu of the standard findings for most other conditional use categories.

FINDINGS

Following (highlighted) is a delineation of the findings and the application of the relevant facts to same:

- 1. 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 is requesting a conditional use to allow the sale a full line of alcoholic beverages for off-site consumption and the dispensing of beer and wine for on-site consumption in a proposed 1,360 square-foot wine and spirits store. The proposed hours of operation are proposed to be from 10 a.m. to 10 p.m., daily. Under two separate applications that were heard at the same public hearing, the applicant is proposing the sale and dispensing of beer and wine only for on-site consumption in a proposed 1,625 square-foot restaurant with a 875 square-foot interior patio, and the sale and dispensing of a full line of alcoholic beverages for on-site consumption in a proposed 3,990 square-foot restaurant. The property is located on a portion of Figueroa Street (between Avenue 50 and Avenue 60) which is designated as part of Mayor Garcetti's "Great Street Initiative". The purpose of the initiative is to "activate the public realm, provide economic revitalization, increase public safety, enhance local culture, and build great communities." The proposed renovation of a commercial building and the proposed operation of two restaurants, the subject wine store, and a coffee shop will increase the economic vitality of the area and is consistent with the initiative's goals.

The project was supported by the Historic Highland Park Neighborhood Council, the Mayor's office, the Chamber of Commerce, and Councilmember Cedillo. LAPD submitted a letter of non-opposition to the project. The applicant owns the building and operates two similar wine stores in Silver Lake and Pasadena. The applicant and project supporters described the store as a "community gathering place" where residents can taste wine and talk with neighbors. The Zoning Administrator has imposed operational conditions such as the use of electronic age verification machines, the installation of security cameras, and STAR training to mitigate the store's land use impacts and to protect public welfare. As conditioned, the operation of a wine and spirits store at this location will provide a beneficial service to the Highland Park community.

- 2. 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 subject property is a level 13,003 square-foot parcel consisting of two interior lots located on Figueroa Street in Highland Park. The site is improved with two, one-story commercial buildings with a total floor area of 7,500 square feet and a surface parking lot accessed from the alley. The property has 100 feet of frontage on Figueroa Street and a variable depth of 110 to 150 feet. The property is within the East Los Angeles State Enterprise Zone, the Avenue 57 Neighborhood Specific Plan, the Highland Park-Garvanza Historic Preservation Overlay Zone, and the Highland Park Business Improvement District. The property is within walking distance of the Highland Park Gold Line Station. The applicant believes that the project encourage pedestrian activity and "will serve as a catalyst to encourage additional investment in the immediate vicinity will enhance the economic viability of area stores and businesses."

The adjacent properties to the north are zoned [Q]C4-2D-HPOZ and PF-1-HPOZ and are improved with a shoe store, restaurants and a fire station. The adjacent properties to the east are zoned C2-2D-HPOZ and are improved with a bar, commercial uses and a post office. The adjacent properties to the south are zoned RD2-1-HPOZ and are improved with multi-family dwellings and a church. The adjacent properties to the west are zoned C2-2D-HPOZ and are improved with a nail salon, shops, and a liquor store on the ground floor and residential units located on the second floor.

There are no proposed changes to the subject property's location, size, height or significant features other than the request to dispense and sell beer and wine for on-site consumption a full line of alcoholic beverages for off-site consumption. The wine and spirits store's hours of operation from 10 a.m. to 10 p.m. daily are reasonable and should not result in nuisance activities such as loitering or drinking in public. As conditioned, the store will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.

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

The General Plan is the City's roadmap for future growth and development. The General Plan Elements establish goals, policies, purposes, and programs that provide for the regulatory environment in managing the City, and for addressing environmental concerns and problems. The majority of the policies derived from these elements are in the form of LAMC requirements. The General Plan is comprised of the Framework Element, seven state-mandated elements, and four additional elements. The Framework Element establishes the broad overall policy and direction for the General Plan.

The Land Use Element of the City's General Plan divides the City into 35 Community Plan areas. The Northeast Los Angeles Community Plan designates the property for Neighborhood Commercial land uses with corresponding zones of C1, C1.5, P, C2, C4 and RAS3. The property is within the Avenue 57 Neighborhood Specific Plan, but the proposed restaurant involves interior tenant improvements that were determined to not be a project under the specific plan. The project site is

within the C2-2D-HPOZ Zone and the existing and requested uses are permitted within the zone. The Northeast Los Angeles Community Plan is silent regarding the sale of beer and wine at restaurants. The proposed sale of beer and wine at a restaurant located in a commercial zone is consistent with the following Community Plan commercial objectives and policies:

Objective 2-1: To conserve and strengthen potentially viable commercial areas in order to stimulate and revitalize existing businesses and create opportunities for appropriate new commercial development.

Policy 2-1.1: Consolidate commercial areas through appropriate planning and zoning actions to strengthen the economic base and expand market opportunities.

Objective 2-2: To enhance the identity and appearance of commercial districts.

Approval of the request is consistent with Objective 7.3 of the Framework Element which states "maintain and enhance the existing businesses in the City" as well as Policy 7.3.2 which states "retain existing neighborhood commercial activities within walking distance of residential areas." As conditioned, the sale of a full line of alcoholic beverages at a proposed wine store located within walking distance of residences and businesses can be deemed to substantially conform to the purpose, intent and provisions of the General Plan, the Northeast Los Angeles Community Plan, and the Avenue 57 Specific Plan.

4. The proposed use will not adversely affect the welfare of the pertinent community.

The property is zoned for commercial use and will be utilized as such with the proposed sale and dispensing of beer and wine for on-site tastings and the sale of a full line of alcoholic beverages for off-site consumption. The project received the support of the Neighborhood Council, the Council Office, the Chamber of Commerce, and area stakeholders. No evidence was submitted for the record demonstrating that the sale of a full line of alcoholic beverages at a proposed wine and spirits store will adversely affect the welfare of the Highland Park community.

5. The granting of the application will not result in an undue concentration of premises for the sale or dispensing for consideration of alcoholic beverages, including beer and wine, in the area of the City involved, giving consideration to applicable State laws and to the California Department of Alcoholic Beverage Control's guidelines for undue concentration; and also giving consideration to the number and proximity of these establishments within a one thousand foot radius of the site, the crime rate in the area (especially those crimes involving public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace and disorderly conduct), and whether revocation or nuisance proceedings have been initiated for any use in the area.

According to the California State Department of Alcoholic Beverage Control licensing criteria, there are 3 on-site and 2 off-site licenses authorized to Census Tract No. 1837.01. There are currently 1 on-site (Type 48) and 3 off-site (Type 21) ABC licenses in the census tract. The applicant has two active ABC licenses (No. 402666 and 518544) with no disciplinary history which indicates the applicant is a responsible retailer of alcoholic beverages.

According to the statistics provided by the Los Angeles Police Department, within Crime Reporting District No. 1139, which has jurisdiction over the subject property, a total of 140 Part I Crimes and Part II Arrests were reported in 2013, compared to the citywide average of 180 Part I Crimes and Part II Arrests and the high crime reporting district average of 216 Part I Crimes and Part II arrests for the same period. Crimes reported by LAPD include 3 Narcotics, 10 DWI Related, and 22 other. The Northeast Area Vice Division submitted a letter with recommended conditions of approval that have been incorporated in the subject grant. The proposed wine and spirits store is located in an area of relatively low crime. As conditioned, the approval of the request will provide for public convenience and should not result in an undue concentration of ABC licensed premises in the census tract.

6. **The proposed use will not detrimentally affect nearby residentially zoned communities in the area of the City involved, after giving consideration to the distance of the proposed use from residential buildings, churches, schools, hospitals, public playgrounds and other similar uses, and other establishments dispensing, for sale or other consideration, alcoholic beverages, including beer and wine.**

The following sensitive uses are located within 1,000 feet of the subject site:

- Christ Faith Mission
- Ministerios Jesucristo
- Single- and multi-family dwellings

The proposed wine and spirits store is located in a commercial building in a commercial zone that is buffered from the residential and other sensitive uses. The addition of offering beer and wine only for on-site consumption and a full line of alcoholic beverages for off-site consumption at the proposed site, in conjunction with the proposed hours of operation from 10 a.m. to 10 p.m. daily, will not be detrimental to the nearby sensitive uses.

ADDITIONAL MANDATORY FINDINGS

7. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.

8. On February 18, 2015, the Department of City Planning issued a Mitigated Negative Declaration (ENV-2014-4836-MND) for the proposed project. On the basis of the whole of the record, including any comments received, the lead agency finds that with imposition of the mitigation measures described in the MND (and identified in this determination), there is no substantial evidence that the proposed project will have a significant effect on the environment. I hereby adopt that action. This Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Department of City Planning located at 200 North Spring Street, Room 750, Los Angeles, California 90012.

Inquiries regarding this matter shall be directed to Matthew Quan, Planning Staff for the Office of Zoning Administration at (213) 978-1320.

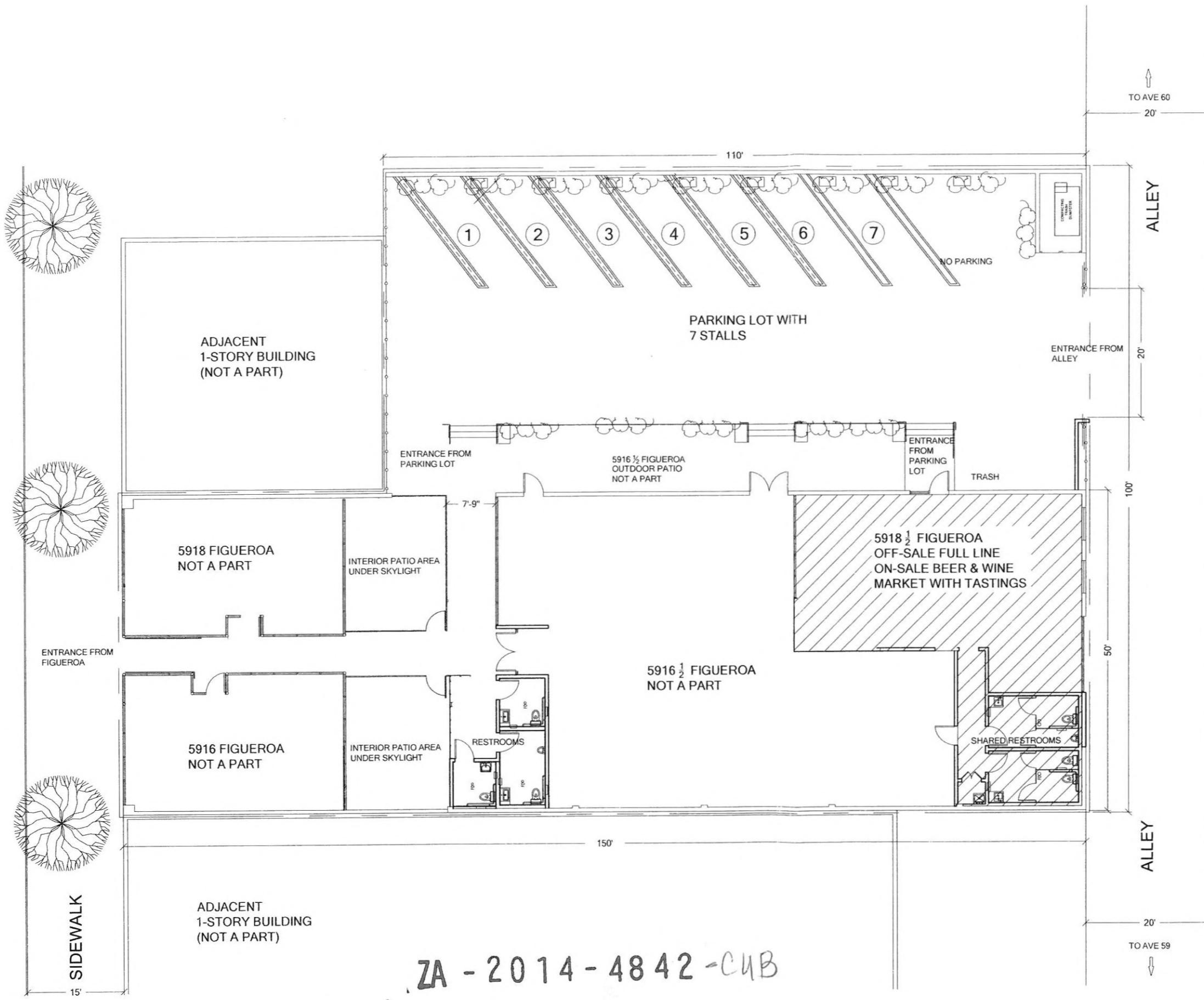


MAYA E. ZAITZEVSKY
Associate Zoning Administrator

MEZ:MQ:lmc

cc: Councilmember Gilbert Cedillo
First District
Adjoining Property Owners

FIGUEROA STREET



PLOT PLAN

SCALE 1/8" = 1'-0"

PROJECT INFORMATION

LEGAL DESCRIPTION

SITE ADDRESS

5916 N FIGUEROA
5918 N FIGUEROA
5916 1/2 N FIGUEROA
5918 1/2 N FIGUEROA
90042

ZIP CODE LOT/PARCEL AREA THOMAS BROTHERS GRID ASSESSOR PARCEL NO.

13,003.4 (SQ FT)
PAGE 595 - GRID D2
5492015008
5492015007

TRACT

RALPH ROGERS
SUBDIVISION OF A
PART OF THE
GARVANZA TRACT
M R 12-61
52
8 ARB 2, 9
151-5A229

MAP REFERENCE BLOCK LOT MAP SHEET

M R 12-61
52
8 ARB 2, 9
151-5A229

JURISDICTIONAL

COMMUNITY PLAN AREA

NORTHEAST
LOS ANGELES
EAST LOS ANGELES

AREA PLANNING COMMISSION NEIGHBORHOOD COUNCIL

HISTORIC HIGHLAND
PARK

COUNCIL DISTRICT

CD 1 - GILBERT
CEDILLO

CENSUS TRACT

1837.01

PLANNING & ZONING

SPECIAL NOTES ZONING ZONING INFORMATION (ZI)

NONE
C2-2D-HPOZ
ZI-2129 EAST LOS
ANGELES STATE
ENTERPRISE ZONE
NEIGHBORHOOD
COMMERCIAL

GENERAL PLAN LAND USE

GENERAL PLAN FOOTNOTE(S)
HILLSIDE AREA (ZONING CODE)
BASELINE HILLSIDE ORDINANCE
BASELINE MANSIONIZATION
ORDINANCE

SPECIFIC PLAN AREA

NO

HISTORIC PRESERVATION REVIEW

YES

PEDESTRIAN ORIENTED DISTRICTS

NONE

COMMUNITY DESIGN OVERLAY

NONE

NEIGHBORHOOD STABILIZATION OVERLAY

NO

STREETSCAPE

NO

SIGN DISTRICT

NO

ADAPTIVE REUSE INCENTIVE AREA

NONE

COMMUNITY

NO

REDEVELOPMENT AGENCY

NONE

CENTRAL CITY PARKING

NO

DOWNTOWN PARKING

NO

BUILDING LINE

NO

500 FT SCHOOL ZONE

NO

500 FT PARK ZONE ACTIVE:

NO

PROJECT DETAILS

TYPE OF USE

MARKET

TYPE OF ALCOHOL

FULL LINE OFF-SITE
BEER & WINE ON-SITE

HOURS OF OPERATION

10 A.M. TO 10 P.M.

DAILY

DAILY

TOTAL AREA

1,360 S.F.

TOTAL SEATING

35

LIVE ENTERTAINMENT

NONE

DANCING

NONE

PARKING: THE BUILDING HAS NO PARKING REQUIREMENT BECAUSE IT WAS CONSTRUCTED PRIOR TO MODERN PARKING REQUIREMENTS. HOWEVER, THE ADJACENT PROPERTY HOUSES A PARKING LOT THAT HAS, UNTIL THE APPLICANTS PURCHASED IT, REMAINED SEPARATE AND DISTINCT FROM ANY OTHER USE. SO, MOVING FORWARD, THE LOTS WILL BE TIED AND THE 7 PARKING STALLS THERE WILL BE SET ASIDE FOR USE BY THE BUILDING'S TENANTS.

PROJECT INFO.

5918 1/2 FIGUEROA ST.
LOS ANGELES, CA. 90042

SUBMITTAL

NOTES:

PLOT PLAN

SHEET NO.

A-01

EXHIBIT "A"

Page No. 1 of 2

Case No. ZA-2014-4842-CUB



DESIGN & CONSULTING

321 E 21st STREET #222 LOS ANGELES, CALIFORNIA 90012



PROJECT INFO.

5918 1/2 FIGUEROA ST.
LOS ANGELES, CA. 90003

SUBMITTAL

12-14-14
7-17-14
REV# DATE DESCRIPTION

NOTES:

FLOOR PLAN

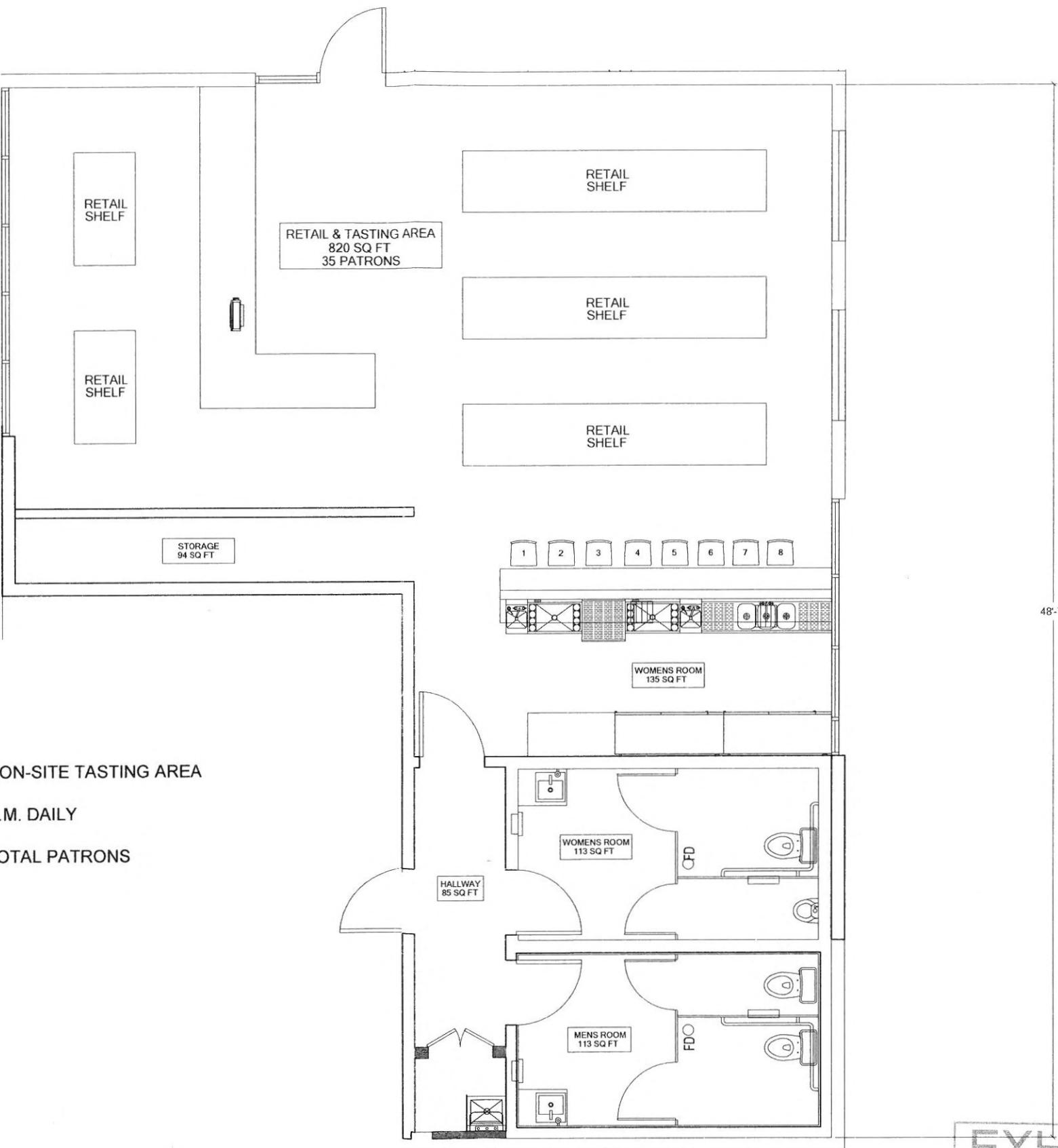
SHEET NO.

EXHIBIT "A"

Page No. 2 of 2

A-02

Case No. ZA-2014-4842-CUB



ZA - 2014 - 4842 - CUB



PHOTO KEY

5918 1/2 N. Figueroa St.
Los Angeles, CA 90042



FE DESIGN & CONSULTING





Facing subject site. Direction: South



Facing subject Site. Direction: South



Facing subject site. Direction: Southeast



Facing subject site from an easterly view. Direction: East



Entrance of subject site, 5916 N. Figueroa St. Direction: South



View of sidewalk and adjacent business. Direction: East



Entrance of subject site, 5918 N. Figueroa St. Direction: South



View of sidewalk and adjacent business. Direction: Southwest



Rear view of subject site. Direction: North



View of adjacent site and subject site in the rear. Direction: Northeast



View of adjacent site and subject site in the rear. Direction: West



View of parking lot in the rear. Direction: North



View of parking lot. Direction: South



View of parking lot. Direction: South



View of alley in the rear. Direction: East



View of alley in the rear. Direction: West