

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 21.1  
(ID # 14837)

**MEETING DATE:**

Tuesday, April 13, 2021

**FROM:** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190018, Ordinance No. 664.76 and Development Agreement No. 1900011 – CEQA EXEMPT – Applicant: Coronita Helping Hands, LLC – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: North of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa – 0.52 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190018 proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. Development Agreement No. 1900011 and Ordinance No. 664.76 is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. – APN: 102-102-021. District 2. [100% Applicant Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301(l)(3) (Existing Facilities), Section 15303 (New Construction or Conversion of Small Structures) and Section 15061(b)(3) (Common Sense Exemption) based on the findings and conclusions in the staff report;

Continued on Page 2

**ACTION: Policy**

  
John Hildebrand, Planning Director 3/30/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and that Ordinance 664.76 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: April 13, 2021  
xc: Planning, COB

  
Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. **APPROVE Conditional Use Permit No. 190018**, subject to the attached Advisory Notification Document, Conditions of Approval, based upon the findings and conclusions provided in the staff report; and subject to adoption of Ordinance No. 664.76; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.76** an ordinance of the County of Riverside approving Development Agreement No. 1900011, based upon the findings in the staff report.

Continued on Page 3

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> 100% Applicant Funded			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On October 23, 2018, Agenda Item 19.1, the Board of Supervisors adopted Ordinance No. 348.4898, which established the permitting process and regulations for commercial cannabis activities.

Applicants requesting to establish commercial cannabis retail, microbusinesses, and/or cultivation uses were required to submit a request for proposal (RFP) cannabis package. Applicants who ranked highest were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package rankings list, which allowed the highest-ranking applicants to begin the land use review process for their proposed project. In the first year of implementation, 50 cannabis cultivation applications and 19 cannabis retail applications began the land use review process.

This project was assigned an RFP Cannabis File No. CAN190039 and was ranked 19 out of the 24 retail cannabis RFP packages recommended to proceed forward with the Conditional Use Permit application process.

**Project Details**

The proposal is for the construction of a new, 2,500-square-foot Cannabis Retail Store to be used as a storefront in the West Corona area of Riverside County. The project site is currently occupied by an 840-square-foot modular trailer that was used as an office space for the previous land use, which was an outdoor lighting and garden statues business. The existing modular structure will be demolished to make way for the new, 2,500-square-foot stick-built building along with the associated site work including thirteen (13) new parking spaces, a new trash enclosure, landscaping, and a monument sign for the proposed new Cannabis Retail Store.

The proposed Cannabis Retail Store would operate between the hours of 7 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. The cannabis retail facility would have approximately three (3) to four (4) employees on site including security personnel. In addition, the parking ratio of 1 space/200 square feet of gross floor area equals 13

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parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 13 space parking requirement, but, due to the restricted size of the project's location no more spaces could be feasibly provided. One (1) ADA parking space is included in the proposed 13 spaces, meeting the standards set forth in Section 18.12.C of Ordinance No. 348.

General Plan Consistency

The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the Riverside County Integrated Project (RCIP) Vision, such as mobility, open space, and air quality goals.

The Commercial Retail (CR) land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned for General Commercial (C-1/C-P). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The applications for Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019.

**Development Agreement**

The applicant has proposed entering into the attached Development Agreement No. 1900011 (DA) with the County for the Project. The proposed DA is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the Project is developed in a way that would not conflict with the public's health, safety or general

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welfare. The DA has a term of 10 years (with the option for a 5-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which, if adopted, will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 1900011 requires the applicant to make the following payments:

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administration of the development agreement program.
- 2) A baseline Public Benefits payment of \$40,000, which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.
- 3) An annual Additional Public Benefit payment of \$50,000, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Temescal Canyon area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.76, an ordinance of the County of Riverside Approving Development Agreement No. 1900011, incorporates by reference DA No. 1900011 consistent with Government Code section 65867.5.

Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019. On November 18, 2020, the Planning Commission voted 4-0 (Commissioner Sanchez absent) in favor of recommending approval to the Board of Supervisors.

**Impact on Residents and Businesses**

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated

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by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, no impacts on residents or businesses are anticipated to occur.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All fees are paid by the applicant; there is no General Fund obligation

**ATTACHMENTS:**

- A. PLANNING COMMISSION MINUTES**
- B. PLANNING COMMISSION UPDATED PLANS**
- C. PLANNING COMMISSION STAFF REPORT**
- D. ORDINANCE NO. 664.76**
- E. DEVELOPMENT AGREEMENT No. 1900011**

  
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Jason Farin, Principal Management Analyst      4/6/2021

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ORDINANCE NO. 664.76

AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
APPROVING DEVELOPMENT AGREEMENT NO. 1900011

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900011, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 1900011 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: \_\_\_\_\_  
Chair

COPY

ATTEST:  
CLERK OF THE BOARD:

By: \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM  
March 16, 2021

By:   
Michelle Clack  
Chief Deputy County Counsel



**PLANNING COMMISSION  
MINUTE ORDER  
NOVEMBER 18, 2020**

- I. AGENDA ITEM 4.2  
CONDITIONAL USE PERMIT NO. 190018 and DEVELOPMENT AGREEMENT NO. 1900011 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and Section 15303 (New Construction or Conversion of Small Structures) – CEQ190090 – Applicant: Coronita Helping Hands, LLC – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Via Santiago, easterly of Ridgeview Terrace, southerly of Frontage Road, and westerly of Via Josefa – 0.52 Acres – Zoning: General Commercial (C-1/C-P).**
- II. PROJECT DESCRIPTION:**  
Conditional Use Permit No. 190018 proposes to construct a 2,500 sq. ft. building as a storefront for a retail cannabis business with office space for cannabis related business. Development Agreement No. 1900011 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona Area.
- III. MEETING SUMMARY:**  
The following staff presented the subject proposal:  
Planner: Gabriel Villalobos at (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org).
- Spoke in favor:  
Doug Heldoorn, Applicant's Representative
- Spoke in opposition:  
Efrain Meraz, Interested Party, 949-454-3278
- No one spoke in a neutral position.
- IV. CONTROVERSIAL ISSUES:**  
None.
- V. PLANNING COMMISSION ACTION:**  
Public Comments: Closed  
Motion by Commissioner Leonard, 2<sup>nd</sup> by Commissioner Thornhill  
By a vote of 4-0 (Commissioner Sanchez Absent)
- The Planning Commission Recommend the Following Actions to the Board of Supervisors:
- FIND** the project exempt from the California Environmental Quality Act (CEQA); and,  
**TENTATIVELY** Approve Development Agreement No. 1900011; and,  
**APPROVE** Conditional Use Permit No. 190018, subject to the conditions of approval as modified.

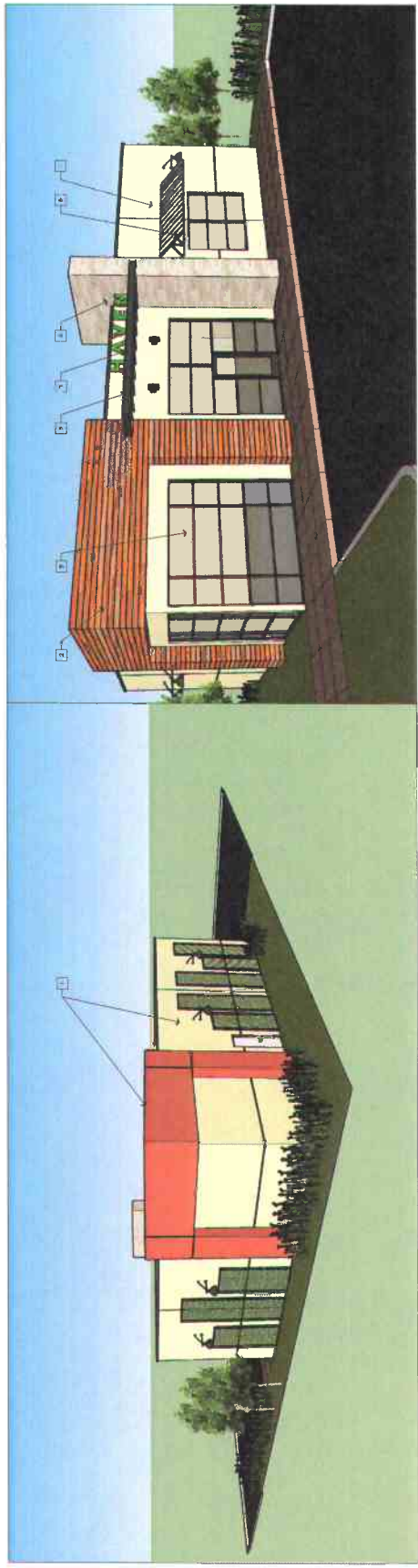


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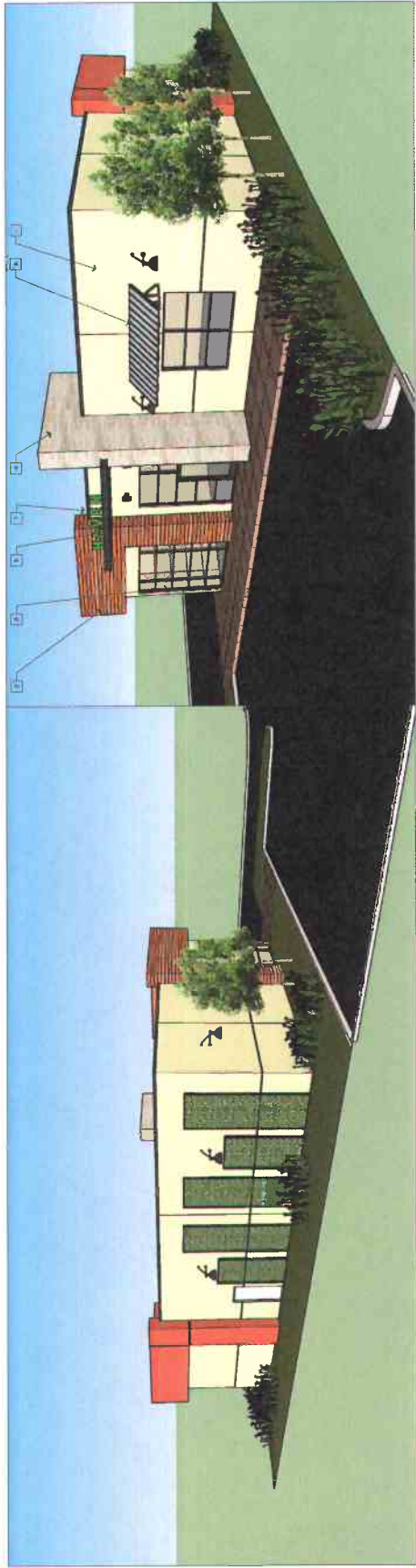


IN THE CITY OF TORRANCE, CALIFORNIA, I HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT AND THAT THE SEAL AND SIGNATURE ARE TRUE AND CORRECT. I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND AM AWARE OF THE CONTENTS AND AM NOT PROVIDING ANY OTHER INFORMATION BY THESE PLANS.

- KEYNOTES**
- 1 EXTERIOR CEILING FINISH
  - 2 BRICK/CLAY TILE ROOF FINISH
  - 3 ALUMINUM WINDOW FRAME FINISH
  - 4 PRE-CAST CONCRETE VERTICAL FINISH
  - 5 STAINLESS STEEL CORNER FINISH
  - 6 ALUMINUM BLOCK FINISH



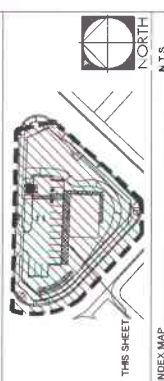
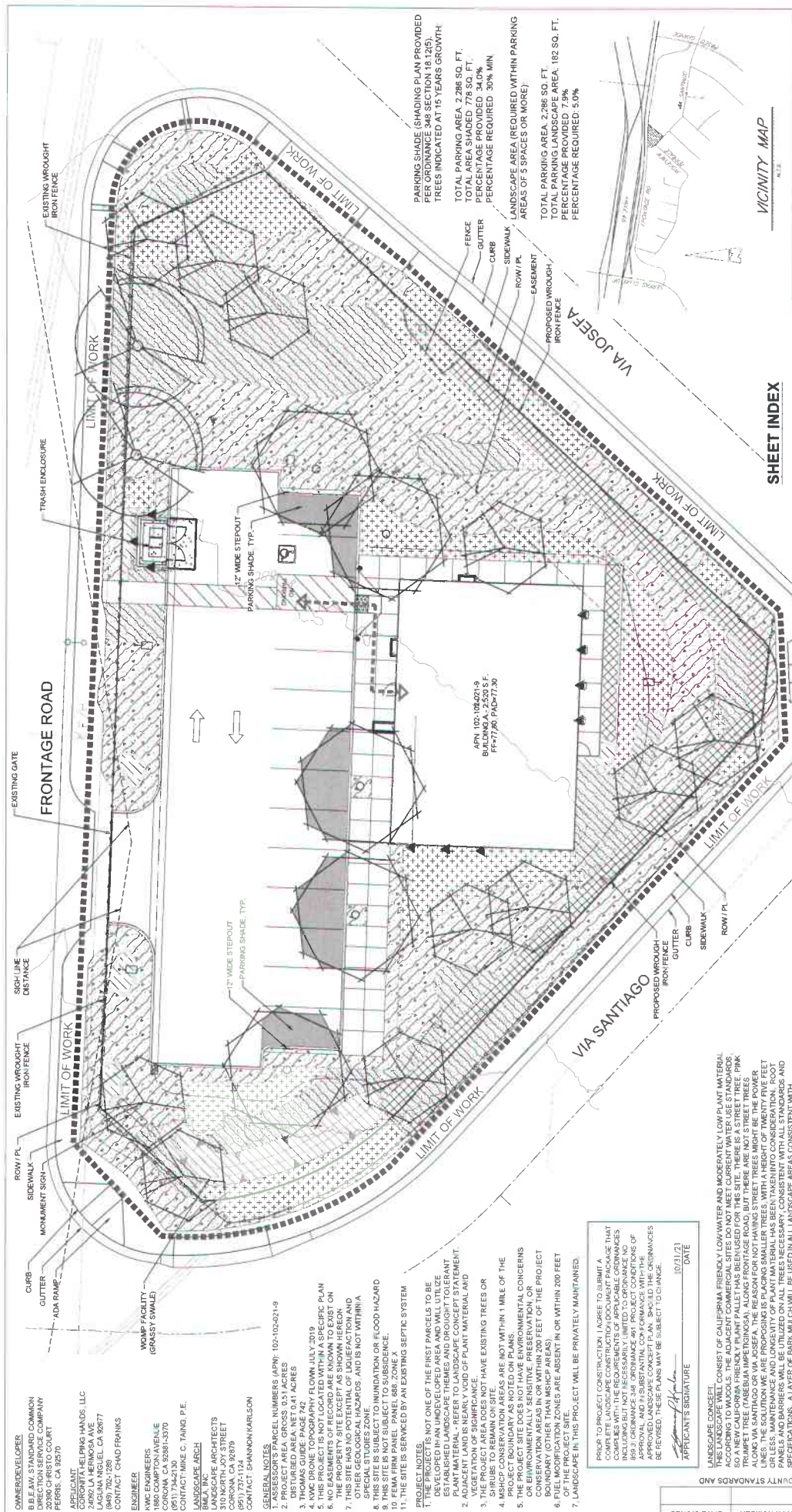
1 FRONT ELEVATION



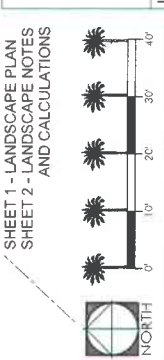
5 LEFT SIDE ELEVATION

2 FRONT ELEVATION

4 REAR ELEVATION



INDEX MAP	PROJECT NUMBER: RMF XXXXX	SHEET NO. L-1
	COUNTY OF RIVERSIDE	
	2000 FRONTAGE RD., CORONA CA	
	LANDSCAPE PLANS	
FOR	W.D.	COUNTY FILE NO.



**SHEET INDEX**  
 SHEET 1 - LANDSCAPE PLAN  
 SHEET 2 - LANDSCAPE NOTES

44020819 BENCHMARK  
 12/14/2020 DATE  
 R.C.E. NO. 12/14/2020  
 SCALE 1" = 10'

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND REGULATIONS	REGISTERED PROFESSIONAL ENGINEER	DATE
PLANNING	DATE	ENGINEER
REVISIONS	DATE	COUNTY

**bmla**  
 ENGINEERING COMPANY  
 LANDSCAPE ARCHITECTURE  
 PREPARED BY RICARDO DIAZ

**OWNER/DEVELOPER**  
 B.B.E. LAW, STANDARD COMMON DIRECTION SERVICE COMPANY  
 1800 COMPTON AVENUE  
 PERISSIS, CA 92570

**APPLICANT**  
 CORONITA HELPING HANDS, LLC  
 2400 LA HERMOOSA AVE  
 LAGUNA HILLS, CA 92653  
 CONTACT: CHAO FRANKS

**ENGINEER**  
 RICARDO DIAZ  
 1800 COMPTON AVENUE  
 CORONA, CA 92881-3370  
 (951) 734-2130  
 CONTACT: MICHELE C. TANG, P.E.  
 (951) 737-1124

**LANDSCAPE ARCHITECTS**  
 BMLA, INC.  
 310 NORTH JOY STREET  
 CORONA, CA 92881-3370  
 (951) 737-1124  
 CONTACT: SHANNON KARLSON

- GENERAL NOTES**
1. ASSESSOR'S PARCEL NUMBERS (APN): 102-102-021-9
  2. PROJECT AREA COVERS 0.31 ACRES
  3. THOMAS GUIDE PAGE 742
  4. KWC DRONE TOPOGRAPHY FLOWN JULY 2019
  5. THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC PLAN
  6. THE PROPERTY SITE EXCEPT AS SHOWN HEREON
  7. THIS SITE HAS NO POTENTIAL OF LIQUEFACTION AND SPECIAL GEOLGICAL HAZARDS, AND IS NOT WITHIN A SPECIAL GEOLGICAL HAZARD ZONE
  8. THIS SITE IS SUBJECT TO INUNDATION OR FLOOD HAZARD
  9. THIS SITE IS NOT SUBJECT TO SUBSIDENCE.
  10. THE SITE IS SERVED BY AN EXISTING SEPTIC SYSTEM

1. THE PROJECT IS NOT ONE OF THE FIRST PARCELS TO BE DEVELOPED IN AN UNDEVELOPED AREA AND WILL UTILIZE ESTABLISHED LANDSCAPE THEMES AND DROUGHT TOLERANT PLANTS AND MATERIALS NEARLY 100% OFF-GRADE MATERIAL AND VEGETATION OF SIGNIFICANCE.
2. THE PROJECT AREA DOES NOT HAVE EXISTING TREES OR CONSERVATION AREAS ARE NOT WITHIN 1 MILE OF THE PROJECT BOUNDARY AS NOTED ON PLANS.
3. THE PROJECT SITE DOES NOT HAVE ENVIRONMENTAL CONCERNS OR CONSERVATION AREAS WITHIN 200 FEET OF THE PROJECT BOUNDARY (OTHER THAN MSCP AREAS).
4. FUEL MODIFICATION ZONES ARE ABSENT IN OR WITHIN 200 FEET OF THE PROJECT BOUNDARY.
5. LANDSCAPE IN THIS PROJECT WILL BE PRIVATELY MAINTAINED.

PRIOR TO PROJECT CONSTRUCTION, I AGREE TO SUBMIT A COMPLETE LANDSCAPE CONSTRUCTION DOCUMENT PACKAGE THAT INCLUDES BUT NOT BE LIMITED TO THE FOLLOWING: 1) TREE INVENTORY INCLUDING BUT NOT BE LIMITED TO TREE SPECIES, DBH, COORDINATES, AND HEIGHTS. 2) TREE PROTECTION PLAN. 3) TREE REMOVAL AND REPLACEMENT PLAN. 4) TREE SURVEILLANCE AND MAINTENANCE PLAN. 5) TREE REMOVAL AND REPLACEMENT PLAN. 6) TREE SURVEILLANCE AND MAINTENANCE PLAN. 7) TREE REMOVAL AND REPLACEMENT PLAN.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: 10/11/21

**LANDSCAPE CONCEPT**  
 THIS LANDSCAPE WILL CONSIST OF CALIFORNIA FRIENDLY LOW WATER AND MODERATELY LOW PLANT MATERIAL. ACCORDING TO WOODS, THE ADJACENT COMMERCIAL SITES DO NOT MEET CURRENT WATER USE STANDARDS. THE ADJACENT COMMERCIAL SITES DO NOT MEET CURRENT WATER USE STANDARDS. THE ADJACENT COMMERCIAL SITES DO NOT MEET CURRENT WATER USE STANDARDS. THE ADJACENT COMMERCIAL SITES DO NOT MEET CURRENT WATER USE STANDARDS.

IRRIGATION SYSTEM DESIGN STATEMENT  
 A PERMANENT AUTOMATIC IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO IRRIGATE ALL PLANTING AREAS. THE DESIGN OF THE IRRIGATION SYSTEM SHALL BE BASED ON THE IRRIGATION REQUIREMENTS OF THE PLANTS AND PROVIDE EFFICIENT AND UNIFORM DISTRIBUTION OF IRRIGATION WATER. THE SYSTEM SHALL BE DESIGNED TO UTILIZE RECYCLED WATER WHEN IT BECOMES AVAILABLE IN ACCORDANCE WITH STATE OF CALIFORNIA AND LOCAL WATER DISTRICT RULES AND REGULATIONS.

**DIGITATION**  
 DIAL BEFORE YOU DIG  
 100 DAYS BEFORE YOU DIG  
 CALL 811  
 A PUBLIC SERVICE BY 811 UNDERGROUND SERVICE ALERT

NOTE: ADA PATH OF TRAVEL SHALL NOT COMBINE WITH AN ADA PATH OF TRAVEL. THE ADA PATH OF TRAVEL SHALL NOT EXCEED 5% AND 2% RESPECTIVELY. INSPECTOR TO VERIFY.

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**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

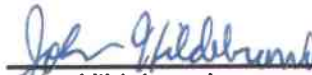
**Agenda Item No.**

**4 . 2**

**Planning Commission Hearing: November 18, 2020**

**PROPOSED PROJECT**

<b>Case Number(s):</b>	CUP190018 & DA1900011	<b>Applicant(s):</b>	Coronita Helping Hands
<b>CEQA Exempt</b>	Section 15301(I)(3), Section 15303, & Section 15061(b)(3)	<b>Representative(s):</b>	KWC Engineers
<b>Area Plan:</b>	Temescal Canyon		
<b>Zoning Area/District:</b>	West Corona Area		
<b>Supervisory District:</b>	Second District		
<b>Project Planner:</b>	Gabriel Villalobos		
<b>Project APN(s):</b>	102-102-021		

  
 John Hildebrand  
 Interim Planning Director

**PROJECT DESCRIPTION AND LOCATION**

Conditional Use Permit No. 190018 proposes to demolish the existing modular building and construct a 2,500-square-foot building as a storefront for a retail cannabis business with office space for cannabis related business and associated site work including the repaving of the parking area and the addition of landscaping ("Project").

Development Agreement No. 1900011 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900011 and Conditional Use Permit No. 190018 and will provide community benefits to the Highgrove Area.

The project is located north of Via Santiago, east of Ridgeview Terrace, south of Frontage Rd, and west of Via Josefa.

The above is hereinafter referred to as the "Project" or "project".

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

**THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:**

**FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301(I)(3) (Existing Facilities), Section 15303 (New Construction or Conversion of Small Structures) and Section 15061(b)(3) (Common Sense Exemption), based on the findings and conclusions in the staff report; and,

**TENTATIVELY APPROVE Development Agreement No. 1900011**, based upon the findings in this staff report, pending final adoption of the Development Agreement ordinance by the Board of Supervisors; and,

**APPROVE** Conditional Use Permit No. 190018, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement.

**PROJECT DATA**

**Land Use and Zoning:**

Existing General Plan Foundation Component:	Community Development
Proposed General Plan Foundation Component:	N/A
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Proposed General Plan Land Use Designation:	N/A
Surrounding General Plan Land Uses	
North:	N/A – Freeway
East:	N/A – City of Corona
South:	Medium Density Residential (MDR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	N/A – Freeway
East:	N/A – City of Corona
South:	One-Family Dwellings (R-1)
West:	General Commercial (C-1/C-P)
Existing Use:	Commercial
Surrounding Uses	
North:	N/A – Freeway
South:	Residential
East:	Commercial
West:	Residential

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.52 acres	N/A
Proposed Building Area (SQFT):	2,500 sq.ft.	N/A
Floor Area Ratio:	0.11 FAR	0.20 – 0.35 FAR
Building Height (FT):	19'-6"	50' max height

**Parking:**

Type of Use	Building Area (in SF)	Parking Ratio	Spaces Required	Spaces Provided
Cannabis Retailer	2,500	1 space/200 sq.ft. of gross floor area	13	13
<b>TOTAL:</b>	<b>2,500</b>		<b>13</b>	<b>13</b>

**Located Within:**

City's Sphere of Influence:	Yes – City of Corona
Community Service Area ("CSA"):	No
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Low
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	No
Mount Palomar Observatory Lighting Zone:	No
WRCMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No

**PROJECT LOCATION MAP**



**Figure 1: Project Location Map**

## PROJECT BACKGROUND AND ANALYSIS

### Background:

On October 23, 2018, the Board of Supervisors adopted Ordinance No. 348.4898, which established the permitting process and regulations for commercial cannabis activities.

Applicants requesting to establish commercial cannabis retail, microbusinesses, and/or cultivation uses were required to submit a request for proposal ("RFP") cannabis package. Applicants who ranked highest were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package rankings list, which allowed the highest ranking applicants to begin the land use review process for their proposed project. In the first year of implementation, 50 cannabis cultivation applications and 19 cannabis retail applications began the land use review process.

This project was assigned an RFP Cannabis File No. CAN190039 and was ranked 19 out of the 24 retail cannabis RFP packages recommended to proceed forward with the Conditional Use Permit application process.

### Project Details

The proposal is for the construction of a new, 2,500-square-foot Cannabis Retail Store to be used as a storefront in the West Corona area of Riverside County. The project site is currently occupied by an 840-square-foot modular trailer that was used as an office space for the previous land use, which was an outdoor lighting and garden statues business. The currently existing modular structure will be demolished to make way for the new, 2,500-square-foot stick-built building along with the associated site work including thirteen (13) new parking spaces, a new trash enclosure, landscaping, and a monument sign for the proposed new Cannabis Retail Store.

The proposed Cannabis Retail Store would operate between the hours of 7 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. The cannabis retail facility would have approximately three (3) to four (4) employees on site including security personnel. In addition, the parking ratio of 1 space/200 square feet of gross floor area equals 13 parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 13 parking space requirement, but, due to the restricted size of the project's location no more spaces could be feasibly provided. One (1) ADA parking space is included in the 13 spaces, meeting the standards set forth in Section 18.12.C of Ordinance No. 348.

As part of the approval process for cannabis retail facilities, a development agreement between the County of Riverside and the applicant was applied for under Development Agreement No. 1900011 ("DA1900011").

### General Plan Consistency

The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of life styles, living and working conditions, and accommodate diverse community settings. The

goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The Commercial Retail (CR) land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

#### Zoning Consistency

The project site is zoned for General Commercial (C-1/C-P). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The applications for Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019.

### **ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS**

This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301(I)(3) (Existing Facilities). This exemption specifically states “ a store, motel, office, restaurant, and similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.” The proposal for CUP190018 shall include the demolition of an existing 840-square foot modular structure for the development of a new, 2,500 square foot Cannabis storefront retailer. Under this categorical exemption, the demolition and replacement of the current modular structure with the new stick built building would be exempted as the project is located within an urbanized area and shall include a similar small commercial structure with an occupant load considered to be less than 30 people based off of the gross floor area of the reception retail sales area.

In addition, the project is also exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts construction and location of new, small facilities or structures, including but not limited to a store not involving the use of significant amounts of hazardous substances and not exceeding 2500 square feet in floor area. The Project includes the demolition of an existing 840-square-foot modular structure and the construction of a new, 2,500-square-foot Cannabis retail storefront not involving the use of significant amounts of hazardous substances. Therefore, the project as proposed, qualifies for the Section 15303 (New Construction or Conversion of Small Structures) exemption.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy



the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which states: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the demolition of the existing modular structure onsite and the construction of a new 2,500 square foot Cannabis retail storefront. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) states: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

## **FINDINGS AND CONCLUSIONS**

**In order for the County to approve the proposed project, the following findings are required to be made:**

### **Land Use Findings:**

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The proposed project is conditionally consistent with the land use designation as the project does not meet the Commercial Retail floor area ratio (FAR) requirement of 0.20 to 0.35 FAR. The project will construct a new 2,500 square foot building on a 0.51 acre or 22,273 square foot parcel, which equals a FAR of approximately 0.11. Per Land Use Policy LU 29.10, FAR is intended for planning purposes only and the Planning Director or his/her designee shall have the discretion to authorize the use of a FAR that is less intense in order to encourage good project design and efficient site utilization. This project will implement a less intense FAR than required, but given the limitations of the parcel on which the project is proposed, the project will implement good project design that utilizes the available space for both parking and landscaping to accommodate the proposed use and increase the aesthetic appeal of the

new development. As such, planning staff has made the determination that the projects meets the requirement and is consistent with the CR land use designation.

2. The project site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan, including the applicable Foundation Component and Land Use Designation identified above. The proposed use of a storefront cannabis retail facility is allowed within the C-1/C-P zone per Section 19.518.A.2 of Ordinance No. 348.
3. The proposed use, a Cannabis Retailer, is consistent with Ordinance No. 348 (Land Use) and is allowed within the General Commercial (C-1/C-P) Zoning Classification, subject to Conditional Use Permit approval.
4. The uses surrounding the project site include a mixture of residential uses to the west and south and commercial uses to the east, the proposed project will be facing the 91 freeway to the north. The residential uses to the west and south are zoned for One-Family Dwellings (R-1). The proposed new building is located outside of the 40 foot setback from all residentially zoned parcels, as no such parcel abuts the project site. As such, the project use is compatible with the surrounding uses as it meets the minimum development standards as defined through Ordinance No. 348.

**Conditional Use Permit Findings:**

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community since the project has been reviewed by County departments specifically for these concerns and has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Based on the findings included in this staff report and with compliance with the conditions set forth in the advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community and is subject to those conditions necessary to protect the health, safety, and general welfare of the community.
2. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is located on a parcel that supports the proposed development while being consistent with both the General Plan and zoning ordinance. The site is located adjacent to other properties which are designated Commercial Retail (CR) to the west, and east which encourage suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail storefront, would provide community benefits and retail services for the surrounding community. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
3. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Under the current CUP application, this requirement does not apply as there are no additional structures being proposed, as such no condition is required.

**Permit Requirements for All Commercial Cannabis Activities:**

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 of the Advisory Notification Document address odor, hours of operation and security, and other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, a standard condition of approval or requirement of the Advisory Notification Document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:
  - a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
  - b) 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
  - c) A professionally installed, maintained, and monitored alarm system.
  - d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
  - e) 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.
  - f) Sensors shall be installed to detect entry and exit from all secure areas.
  - g) Panic buttons shall be installed in all Commercial Cannabis Activities.
  - h) Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
  - i) Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.

- j) A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.
- k) A Commercial Cannabis shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.
- l) The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sherriff's Department immediately after discovering any of the following:
  - a. Significant discrepancies identified during inventory.
  - b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
  - c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
  - d. Any other breach of security.
- m) Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security personnel.
- n) Cannabis or Cannabis Products shall not be stored outside at any time.

With implementation of these required measures, security concerns relating to the Commercial Cannabis Activity have been fully addressed.

**Cannabis Retailer Minimum Standards:**

*General Location*

1. *Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of Ordinance No. 348. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. No variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.*

*Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer.* The project is not located within 1,000 feet of any other Cannabis Retailer, at the point of the writing of this staff report only one other Commercial Cannabis Activity has been determined to be located in the general area. The proposed project located at 646 Paseo Grande, Corona, CA 92882 was measured using a direct straight-line measurement and is approximately 1,193 feet from the project site.

2. *Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility.* The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 500 feet of the site.
3. *Cannabis Retailers shall not be located on a lot containing a residential dwelling unit.* The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.

#### **Setbacks**

4. *All Cannabis Retailers shall comply with the setback standards for the zone classification they are located in, except when adjacent to a residential zone where the minimum setback from the residentially zoned lot lines shall be 40 feet.* The project is located within the General Commercial (C-1/C-P) zone which states there are no yard requirements for buildings which do not exceed 35 feet in height. The new proposed building shall have a maximum height of 19.5 feet which does not exceed the 35 foot limit. Additionally, the project is located next to residentially-zoned parcels located across the streets of Via Josefa and Via Santiago, but due to their location across their respective street, the proposed storefront falls outside of the 40 foot setback.
5. *Setbacks may be modified with an approved setback adjustment in accordance with Section 18.33 of this ordinance. In no case, shall a setback be less than setbacks required by the State of California Bureau of Cannabis Control, California Building Code or Ordinance No. 457.* No modifications are required for this project, as such, this requirement is not applicable.

#### **Mobile Deliveries**

6. *Cannabis Retailers with an approved conditional use permit may provide deliveries of Cannabis Products consistent with State law.* The proposed project shall include deliveries and shall operate between the allowed hours of 6 AM to 10 PM.

#### **Retail Operational Requirements**

1. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
  - A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.* As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 1 – Cannabis Retail Operations – 1)

- B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 7 – Cannabis Retail Operations – 2)*
- C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 8 – Cannabis Retail Operations – 3)*
- D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 9 – Cannabis Retail Operations – 4)*
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 10 – Cannabis Retail Operations – 5)*
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 11 – Cannabis Retail Operations – 6)*
- G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. (Advisory Notification Document Planning-All. 12 – Cannabis Retail Operations – 7)*
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 13 – Cannabis Retail Operations – 8)*

- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 14 – Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 2 – Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned that the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. (Advisory Notification Document Planning-All. 3 – Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 4 – Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 5 – Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 6 – Cannabis Retail Operations – 14)

**Cannabis Retail Findings:**

- 1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements. (Advisory Notification Document Planning. 2 - General - B. State License Required)
- 2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site. Therefore, the project meets this standard.
- 3. The project includes adequate measures that address enforcement priorities for Commercial Cannabis Activities including restricting access to minors, and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted licensed sources within the State and

not distributed out of State. This is met because the project has been conditioned to meet this requirement. (Advisory Notification Document Planning.16 - General - O. Permit and License Posting, and Planning.11 – General – K Monitoring Program)

4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**General Commercial (C-1/C-P) Zone Development Standards Findings:**

1. The development standards of the C-1/C-P Zoning Classification are as follows:
  - a. *There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.* The proposed project meets this criteria as there is no minimum lot area required for this zone.
  - b. *There are no yard requirements for buildings which do not exceed 35 feet in height except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet.* The proposed project meets this development standard as the highest portion of the proposed building is twenty-two (22') feet high, as such, there are no yard requirements for this project.
  - c. *No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Section 18.34. of Ordinance No. 348. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to Section 18.27 of Ordinance No. 348.* This project meets this development standard as the proposed building is no more than twenty-two (22') feet high and is under the height limit for this zoning classification.
  - d. *Automobile storage space shall be provided as required by Section 18.12. of this ordinance.* The proposed project is considered a Cannabis retailer which a parking ratio of 1 space per 200 square feet of gross floor area which would result in a parking requirement of 13 parking spaces. The project meets this development standard as the proposed project provides thirteen (13) parking spaces, including one ADA-accessible space.
  - e. *All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet.* The project meets this development standard as there is no mechanical equipment to be located on the roof of the proposed new building.

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Western Riverside County Multiple Species Habitat Conservation Plan.
2. The project site is located within the **City of Corona** Sphere of Influence. This project was provided to **City of Corona** for review and comment. No comments were received either in favor or opposition of the project.



3. The project site is not located within an Airport Influence Area ("AIA") boundary and is therefore not subject to the Airport Land Use Commission ("ALUC") review.
4. The project site is not located within the Mount Palomar Observatory Lighting Zone boundary.
5. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP").

**Fire Findings:**

The project site is not located within a Cal Fire State Responsibility Area ("SRA") or a Local Responsibility Area ("LRA") and is also not located within a high or moderate hazard severity zone.

**Development Agreement:**

The applicant has proposed entering into the attached draft development agreement (DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

**Approval Requirements and Conclusion:**

Based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the development standards of the C-1/C-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities, complies with the minimum standard requirements and will not be detrimental to the public health, safety or general welfare. Additionally, the project complies with all applicable requirements of State law and ordinances of Riverside County.

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

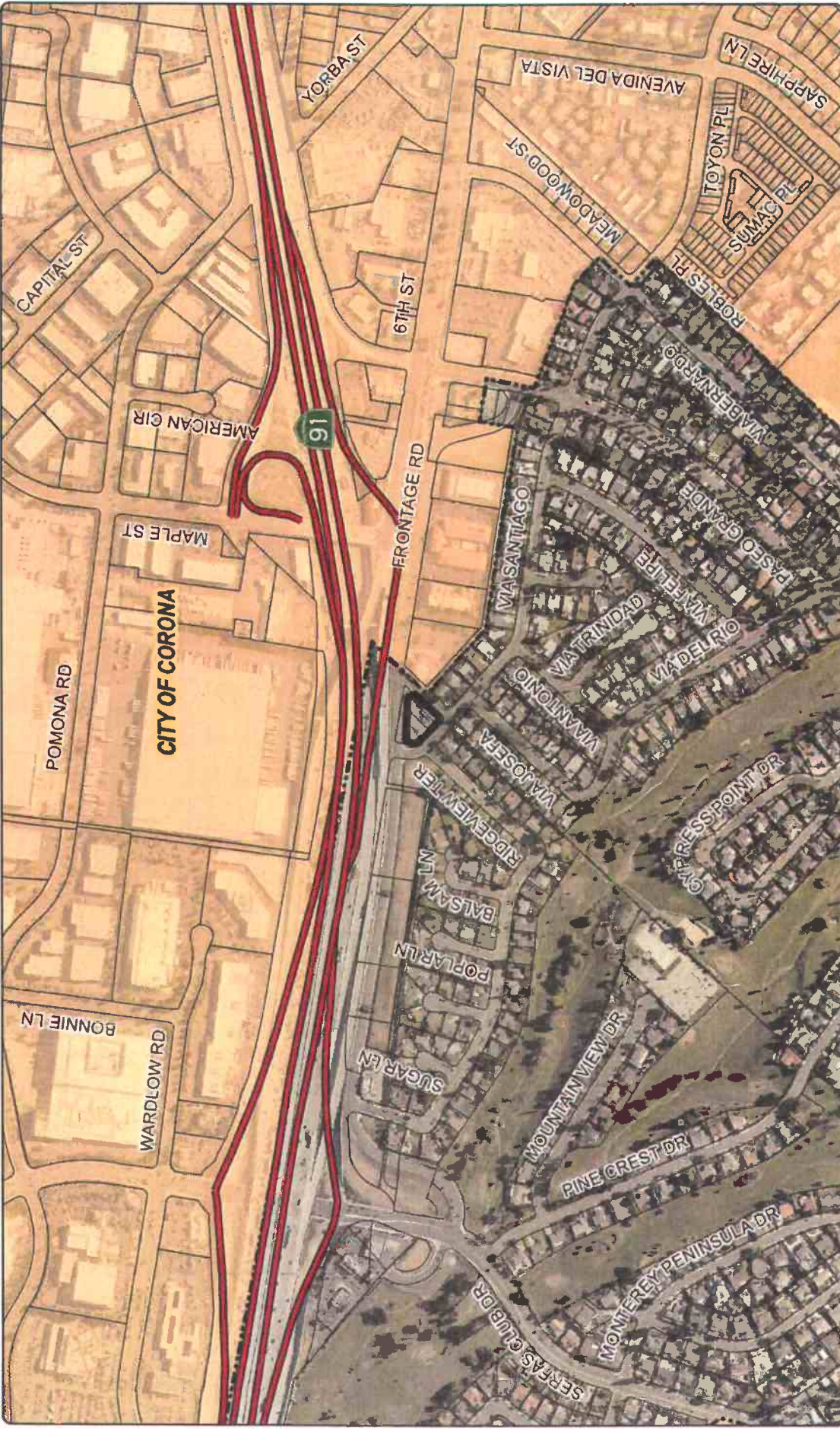
This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff has not received any written communications or phone calls indicating support or opposition to the proposed project.

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**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP1900018 DA1900011**  
**VICINITY/POLICY AREAS**

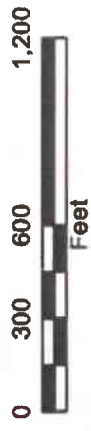
Supervisor: Spiegel  
 District 2

Date Drawn: 09/21/2020  
 Vicinity Map



Zoning Area: West Corona

Author: Vinnie Nguyen



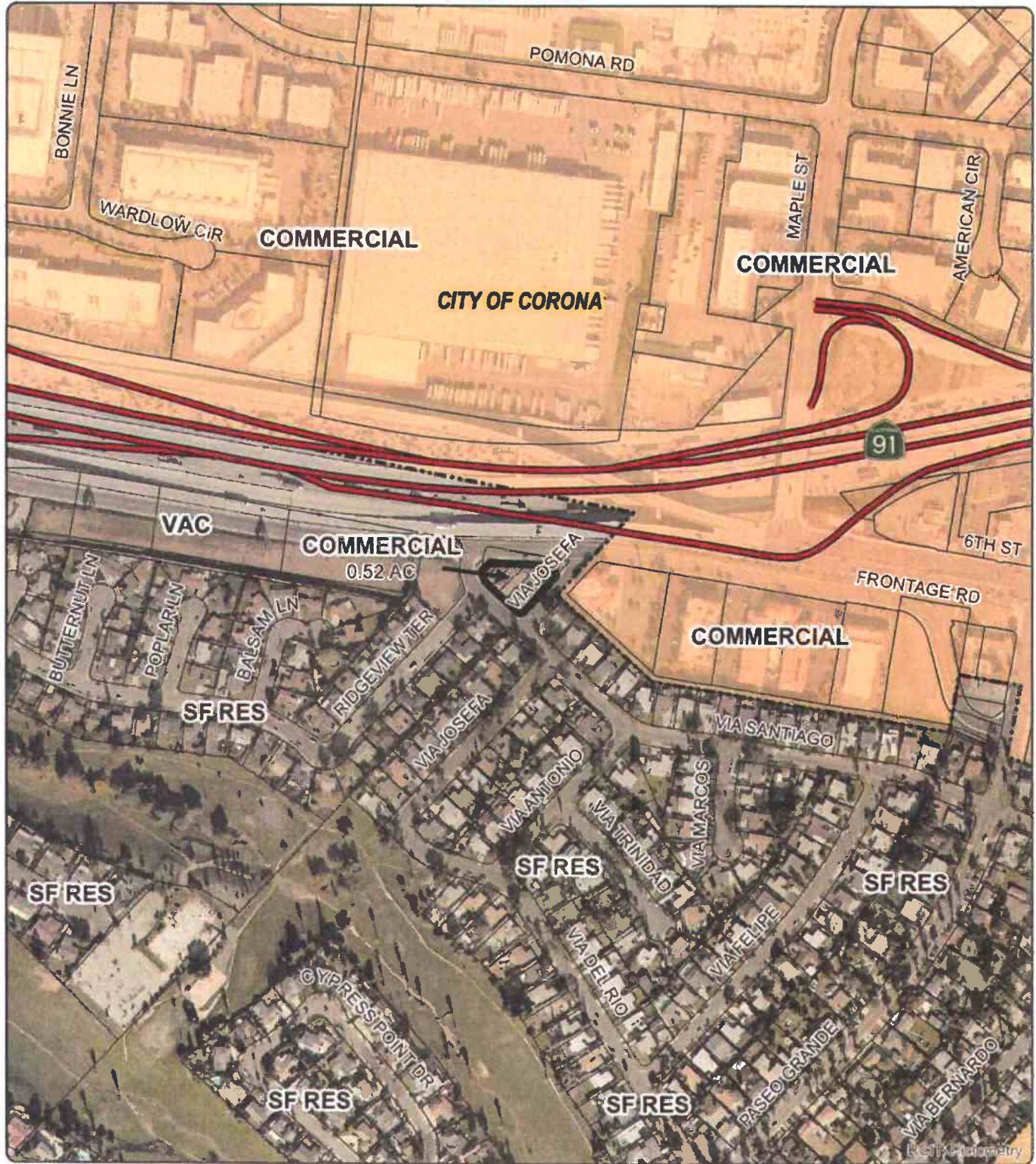
RESOLUTION: On October 7, 2008, the County of Riverside adopted its new General Plan providing for land use designations in the unincorporated Riverside County parcels. This new General Plan may reveal different types of land use than is provided for in the current zoning map. The current zoning map is based on the 1992 County Planning Department's zoning map for Riverside as adopted by Resolution 1992-0010. Public Comment at (709)428-5277 (Riverside County) or Website: <http://www.riversideca.gov>

RIVERSIDE COUNTY PLANNING DEPARTMENT  
CUP190018 DA1900011

Supervisor: Spiegel  
District 2

Date Drawn: 09/21/2020  
Exhibit 1

LAND USE



Zoning Area: West Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2008, the County of Riverside adopted a new General Plan, providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-8200 (Western County) or in Palm Desert at (760)663-8277 (Eastern County) or Website <http://planning.riverside.ca.gov>

# RIVERSIDE COUNTY PLANNING DEPARTMENT

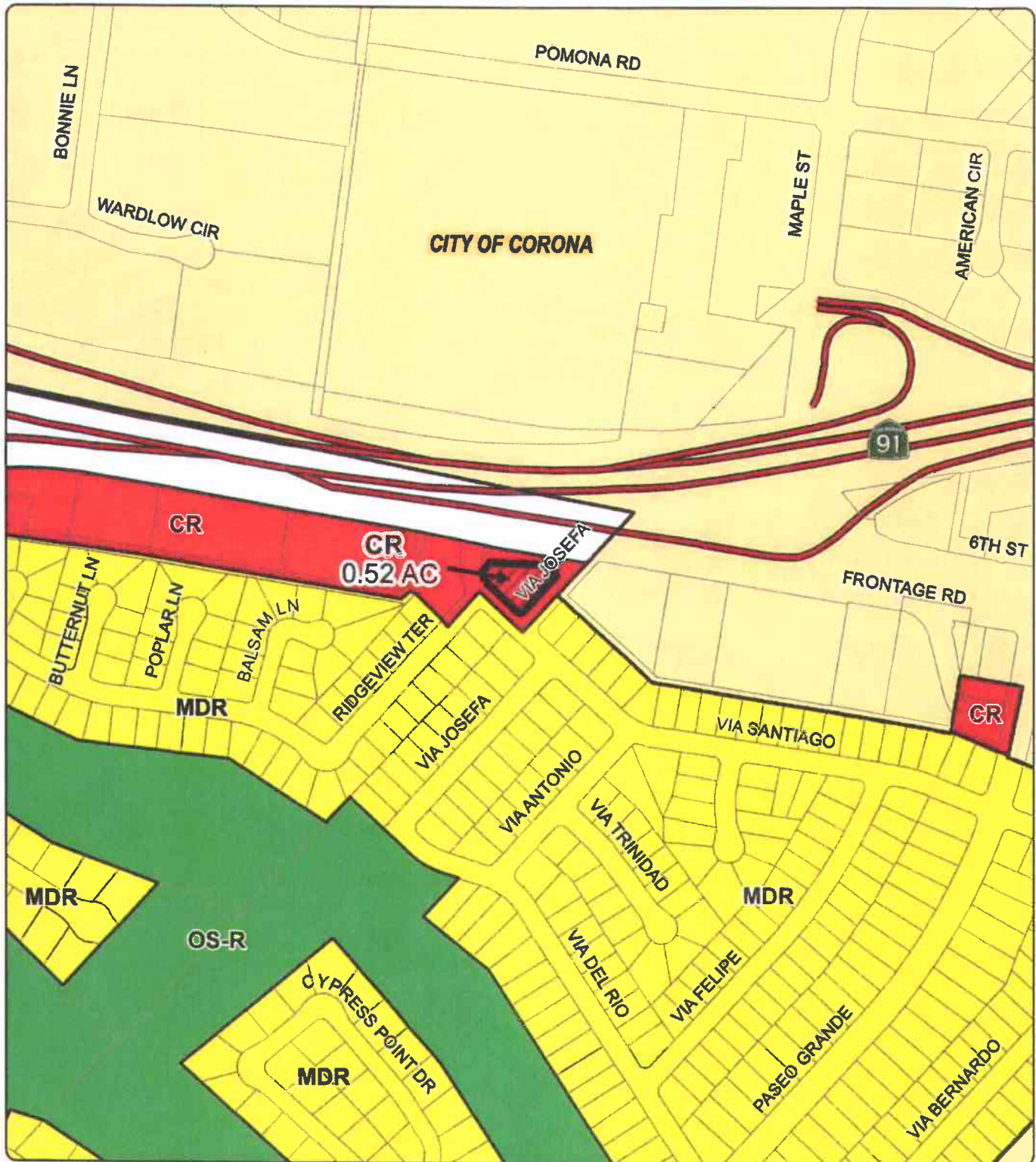
## CUP190018 DA1900011

### EXISTING GENERAL PLAN

Supervisor: Spiegel  
District 2

Date Drawn: 09/21/2020

Exhibit 5



Zoning Area: West Corona

Author: Vinnie Nguyen

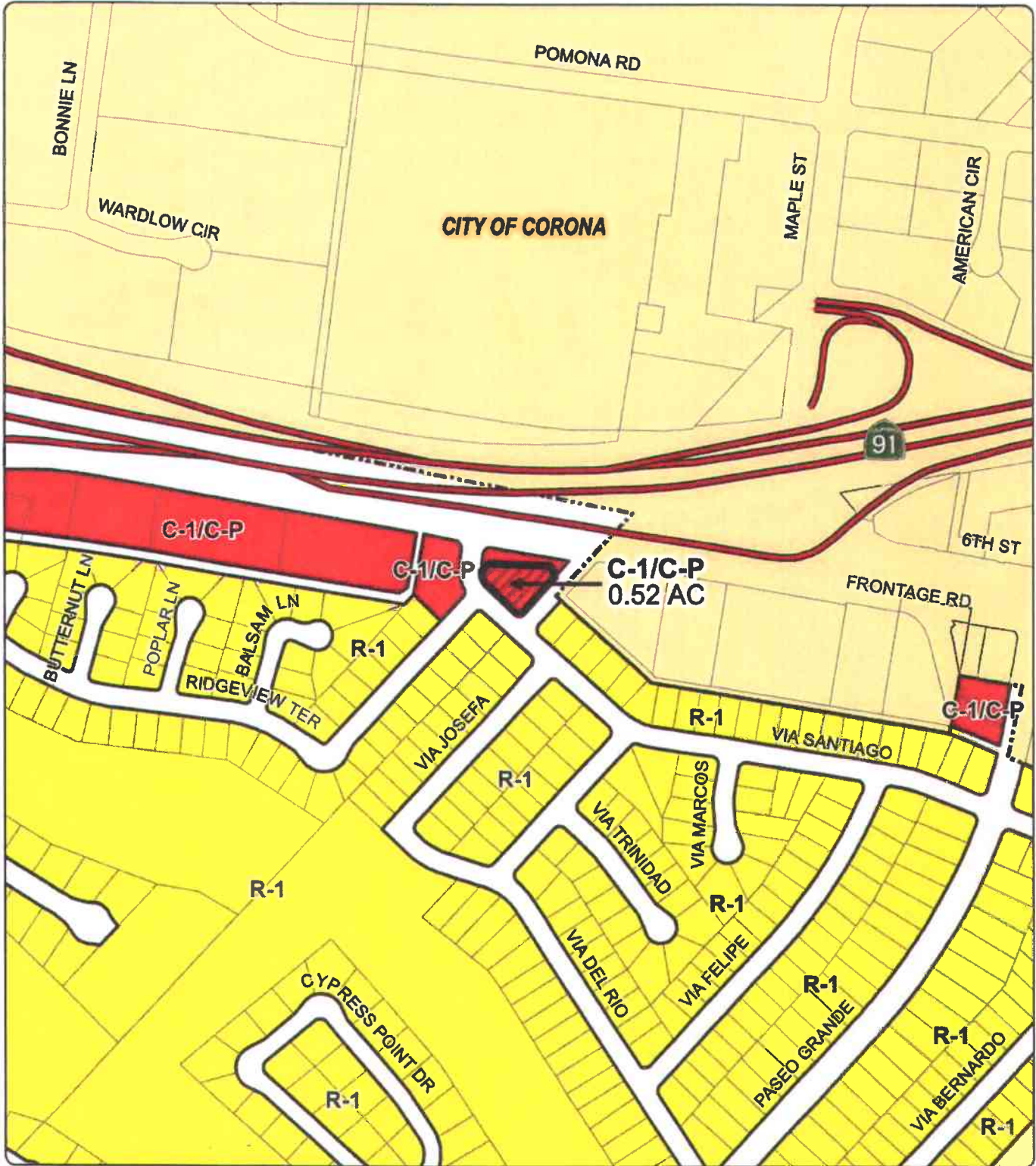
**DISCLAIMER:** On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website: <http://planning.rctreasure.net>

RIVERSIDE COUNTY PLANNING DEPARTMENT  
CUP190018 DA1900011

Supervisor: Spiegel  
District 2

Date Drawn: 09/21/2020  
Exhibit 2

EXISTING ZONING



Zoning Area: West Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)563-8277 (Eastern County) or Website <http://www.riverside.ca.gov>

**PROJECT DATA**

**ADDRESS:** 2000 FRONTAGE RD  
**PROJECT NAME:** CANNABIS RETAIL, BLDG. 101  
**OWNER:** STÜZEL DESIGN  
**DESIGNER:** STÜZEL DESIGN  
**DATE:** 08 DEC 14  
**SCALE:** 1/8" = 1'-0"

**PROJECT TEAM**

**ARCHITECT:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**ENGINEER:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**PLUMBER:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**ELECTRICAL:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**MECHANICAL:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**LANDSCAPE ARCHITECT:** STÜZEL DESIGN, INC.  
1775 PHELAN STREET, SUITE 1700  
CORONA, CA 92626  
805.459.1609

**BUILDING CODE COMPLIANCE**

201 CALIFORNIA BUILDING CODE  
201 CALIFORNIA ELECTRICAL CODE  
201 CALIFORNIA MECHANICAL CODE  
201 CALIFORNIA PLUMBING CODE  
201 CALIFORNIA FIRE CODE  
201 CALIFORNIA ENERGY CODE

**SHEET INDEX**

**GENERAL:**  
1. SITE PLAN AND SITE PLAN  
2. CIVIL ENGINEERING AND TYPICAL DETAILS  
3. ELECTRICAL LAYOUT AND TYPICAL DETAILS  
4. MECHANICAL LAYOUT AND TYPICAL DETAILS  
5. PLUMBING LAYOUT AND TYPICAL DETAILS  
6. LANDSCAPE LAYOUT AND TYPICAL DETAILS  
7. CONSTRUCTION DETAILS

**MECHANICAL:**

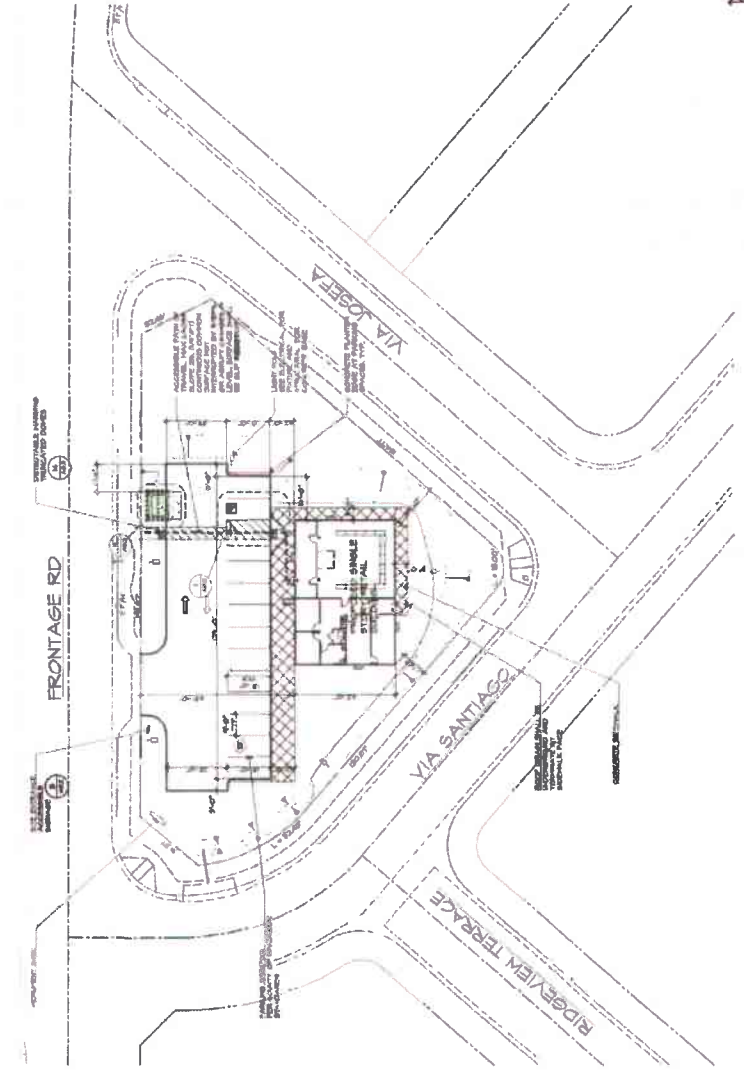
1. MECHANICAL LAYOUT AND TYPICAL DETAILS  
2. MECHANICAL LAYOUT AND TYPICAL DETAILS  
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7. MECHANICAL LAYOUT AND TYPICAL DETAILS

**ELECTRICAL:**

1. ELECTRICAL LAYOUT AND TYPICAL DETAILS  
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3. ELECTRICAL LAYOUT AND TYPICAL DETAILS  
4. ELECTRICAL LAYOUT AND TYPICAL DETAILS  
5. ELECTRICAL LAYOUT AND TYPICAL DETAILS  
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7. ELECTRICAL LAYOUT AND TYPICAL DETAILS

**PLUMBING:**

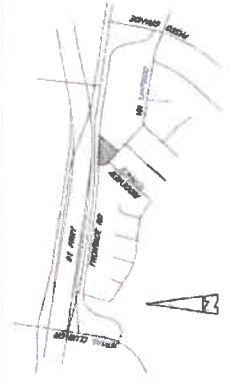
1. PLUMBING LAYOUT AND TYPICAL DETAILS  
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6. PLUMBING LAYOUT AND TYPICAL DETAILS  
7. PLUMBING LAYOUT AND TYPICAL DETAILS



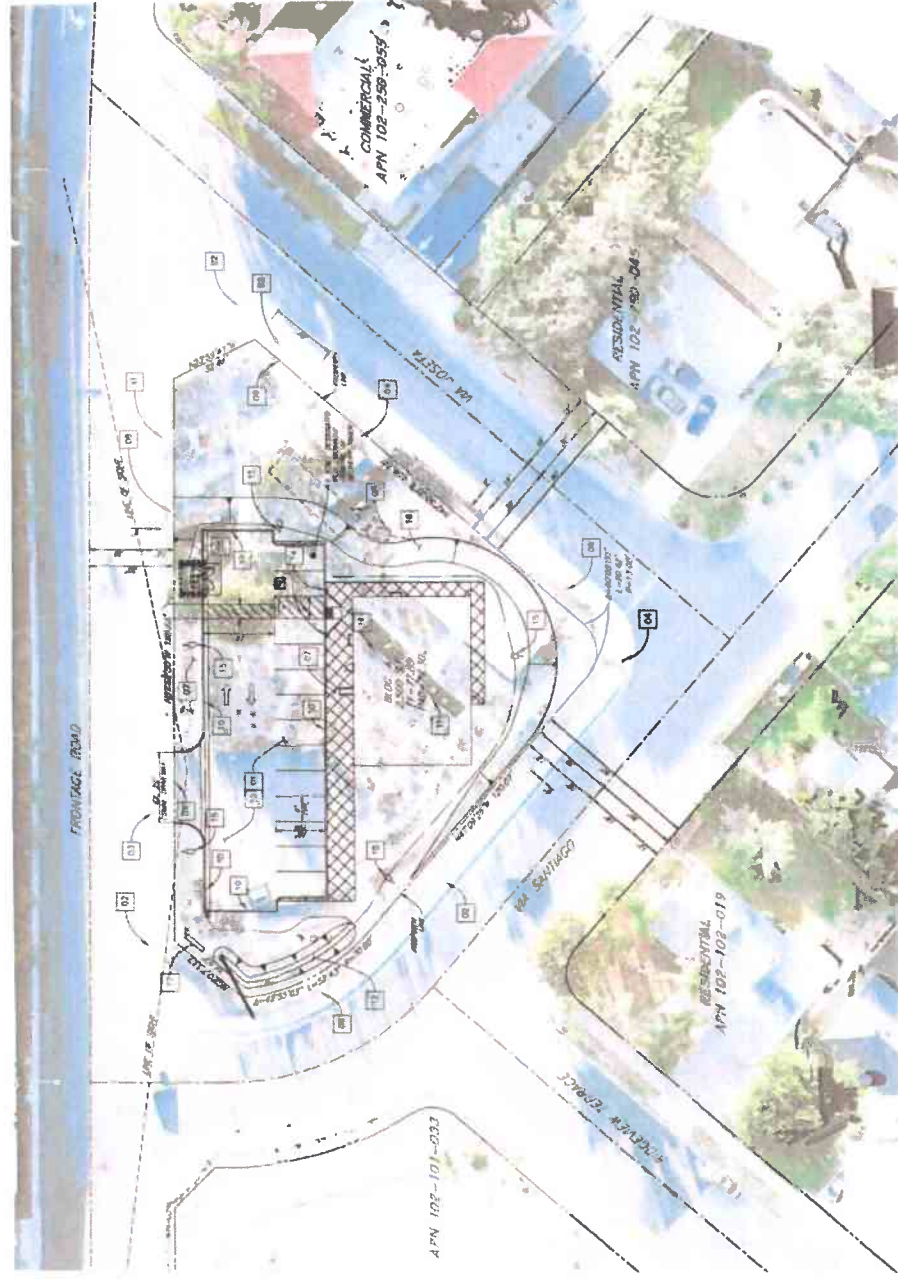
# CONDITIONAL USE PERMIT NO. 190018

## 2000 FRONTAGE RD., CA

### COUNTY OF RIVERSIDE, CA



VICINITY MAP



**PROPERTY SUMMARY**

ADDRESS: 2000 FRONTAGE RD. CORNING, CA 92322  
 GROSS AREA: 0.31 ACRES  
 LOT AREA: 10.1 ACRES

**LAND USE SUMMARY**

BLDG. A: RETAIL (CHURCHES APPROXIMATE) = 2,000 SF

**PARKING SUMMARY**

REQUIRED PARKING: 10 SPACES/200 SF = 13  
 AVAILABLE PARKING SPACES (1 SPACE/200 SF) = 13

**ASSESSOR'S PARCEL NUMBERS**

NR-102-01-9

**LEGEND**

NO.	DESCRIPTION	SYMBOL NUMBER
01	PROPOSED A.C. PAVEMENT	01
02	EXISTING CONCRETE SIDEWALK	02
03	EXISTING DRIVEWAY	03
04	EXISTING POWER POLE	04
05	PROPOSED CONCRETE TRUNK ENCASEMENT FOR DETAIL ON SHEET 3	05
06	EXISTING FINISHING OF EXISTING - REMOVE & REPLACE W/ N.I.	06
07	PROPOSED CONCRETE SIDEWALK	07
08	EXISTING METAL TRUNK & SEWAGE PIT	08
09	EXISTING ONE (1) TO REMOVE	09
10	PROPOSED CONCRETE CURB ON CURB & GUTTER	10
11	EXISTING RETAINING WALL	11
12	PROPOSED POOP FACILITY (BALLAST SHALE)	12
13	PROPOSED A.C. SIDEWALK	13
14	PROPOSED DECORATIVE BOLLARDS	14
15	PROPOSED MARKING LIGHT PULL	15
16	REMOVE EXISTING BALUNES & LANDSCAPE	16
17	PROPOSED MONUMENT SIGN	17

**APPLICANT:**

CONCRETE KITCHEN SERVICES, LLC  
 1000 N. JEFFERSON AVE  
 CORNING, CA 92320  
 CONTACT: CHAD FRANKS

**ENGINEER:**

RSC ENGINEERS  
 1000 N. JEFFERSON AVE  
 CORNING, CA 92320  
 CONTACT: AMIE C. THOMAS, P.E.

**OWNER:**

ALLIANCE STORAGE COMPANY  
 1000 N. JEFFERSON AVE  
 CORNING, CA 92320

**BUSINESS PLAN:**

1. EMPLOYEES AT A RESTAURANT AND DELICATESSEN BUSINESS MUST ADHERE TO ALL COUNTY OF RIVERSIDE BUSINESS REGULATIONS. ALL EMPLOYEES MUST BE TRAINED AND CERTIFIED BY THE COUNTY OF RIVERSIDE. BUSINESS REGULATIONS WILL ALSO BE OBTAINED FROM THE COUNTY OF RIVERSIDE.
2. HOURS OF OPERATION BETWEEN 7:00 AM TO 10:00 PM, MONDAY THROUGH FRIDAY.
3. 24-HOUR ARMED SECURITY AND SECURITY CHECKS OF PREMISES, PROPERLY TRAINED AND CERTIFIED BY THE COUNTY OF RIVERSIDE. SECURITY CHECKS WILL BE CONDUCTED AT LEAST ONCE PER WEEK. SECURITY CHECKS WILL BE CONDUCTED AT LEAST ONCE PER WEEK. SECURITY CHECKS WILL BE CONDUCTED AT LEAST ONCE PER WEEK.
4. SECURITY SERVICE WILL BE DONE IN ACCORDANCE WITH ALL COUNTY OF RIVERSIDE SECURITY SERVICE REGULATIONS. SECURITY SERVICE WILL BE DONE IN ACCORDANCE WITH ALL COUNTY OF RIVERSIDE SECURITY SERVICE REGULATIONS. SECURITY SERVICE WILL BE DONE IN ACCORDANCE WITH ALL COUNTY OF RIVERSIDE SECURITY SERVICE REGULATIONS.
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DATED: 03-26-2020  
**RSC ENGINEERS**  
 1000 N. JEFFERSON AVE  
 CORNING, CA 92320  
 TEL: 951-261-1111  
 FAX: 951-261-1112

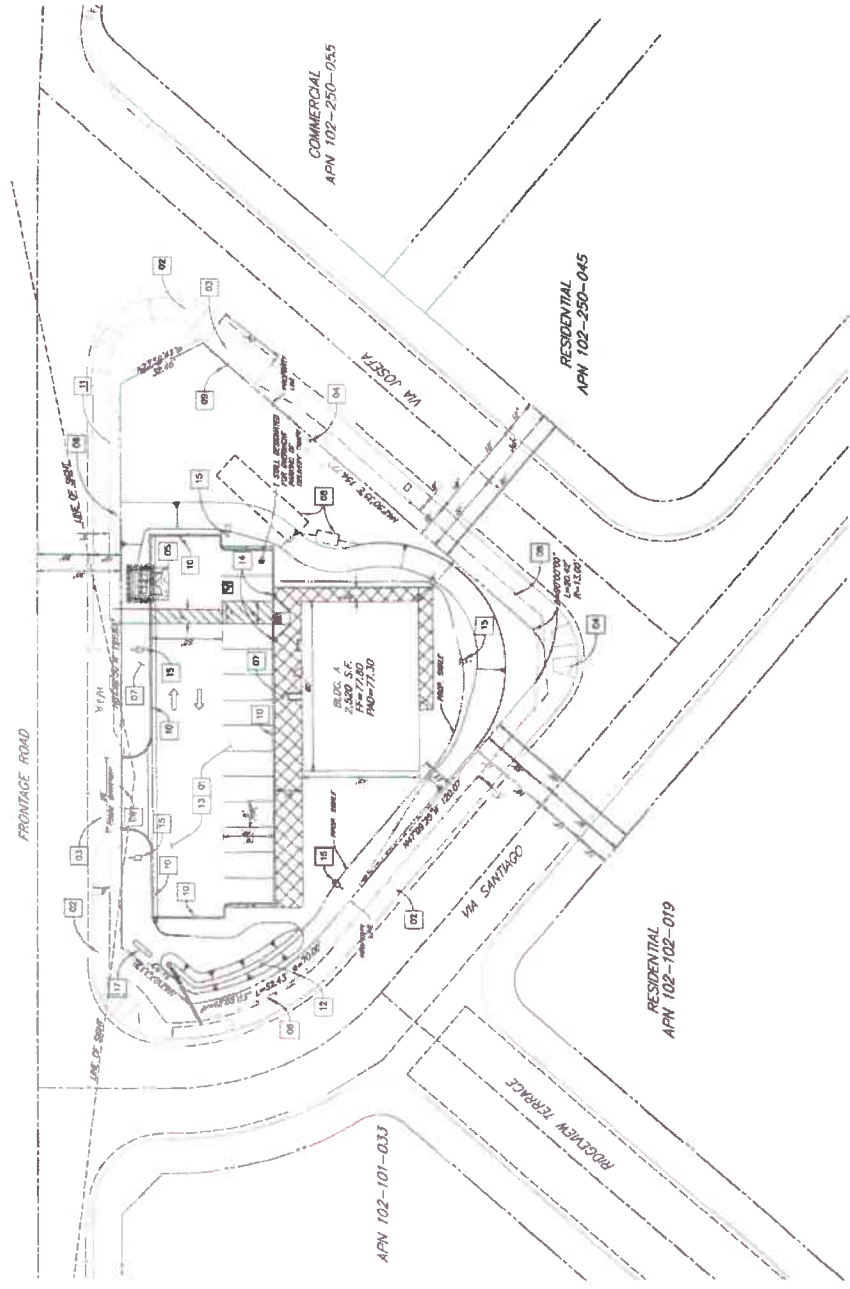
# CONDITIONAL USE PERMIT NO. 190018

## 2000 FRONTAGE RD., CA

### COUNTY OF RIVERSIDE, CA



VICINITY MAP  
N.E.S.



**PROPERTY SUMMARY**  
ADDRESS: 2000 FRONTAGE RD CORNELL, CA 92501  
CROSSING AREA: 0.51 ACRES  
DISTURBED AREA: 0.41 ACRES

**LAND USE SUMMARY**  
BLDG. A: RETAIL (CHANGING APPROPRIATE) = 2,500 SF

**PARKING SUMMARY**  
REQUIRED PARKING: 11 SPACES (200 SF) = 12  
BLDG. A: PARKING SPACES (1 SPACE/200 SF) = 12

**PERMITS / PROVISIONS**  
BLDG. A: PARKING SPACES  
BLDG. A: PARKING SPACES

**ASSESSOR'S PARCEL NUMBERS**  
102-102-01-9

**LEGEND**

NO.	DESCRIPTION	SYMBOL NUMBER
01	PROPOSED A.C. PAVEMENT	01
02	EXISTING CONCRETE DRIVEWAY	02
03	EXISTING DRIVEWAY	03
04	EXISTING DRIVEWAY	04
05	PROPOSED COARSE TRASH INCLOSURE PER DETAIL ON SHEET 3	05
06	EXISTING TRASH INCLOSURE PER DETAIL ON SHEET 3	06
07	PROPOSED CONCRETE DRIVEWAY	07
08	EXISTING DRIVEWAY	08
09	EXISTING DRIVEWAY	09
10	PROPOSED CONCRETE DRIVEWAY	10
11	PROPOSED CONCRETE DRIVEWAY	11
12	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	12
13	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	13
14	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	14
15	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	15
16	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	16
17	PROPOSED DRIVEWAY FACILITY (BRUSH SWALE)	17

**APPLICANT:**  
ABC ENGINEERS  
1000 J STREET  
CORONA, CA 92701  
CONTACT: JIM C. JAMES, P.E.

**ENGINEER:**  
ABC ENGINEERS  
1000 J STREET  
CORONA, CA 92701  
CONTACT: JIM C. JAMES, P.E.

**OWNER:**  
ABC ENGINEERS  
1000 J STREET  
CORONA, CA 92701  
CONTACT: JIM C. JAMES, P.E.

**BUSINESS PLAN:**

- OPERATE AS A RETAIL AND DELIVERY BUSINESS WITH ADULT (A) & CHILDREN (C) CATEGORIES. ALL DELIVERIES WILL BE MADE DURING HOURS OF OPERATION BETWEEN 7:00 AM TO 10:00 PM. DELIVERIES THROUGHOUT THE DAY WILL BE MADE THROUGHOUT THE DAY.
- 3-HOUR AND SECURITY & SECURITY CHECKS ON PREMISES. PROPER STORAGE AND "NO LOITERING" SIGNS WILL BE INSTALLED AS REQUIRED BY COUNTY OF RIVERSIDE.
- DELIVERY TRUCKS WILL BE PARKED OUTSIDE AT DESIGNATED LOCATION AWAY FROM PUBLIC RIGHT-OF-WAY.
- NO HAZARDOUS MATERIAL WILL BE ALLOWED TO STORED ON THE PREMISES. ALL HAZARDOUS MATERIAL WILL BE REMOVED FROM THE PREMISES IMMEDIATELY UPON RECEIPT OF THE MATERIAL. ALL HAZARDOUS MATERIAL WILL BE REMOVED FROM THE PREMISES IMMEDIATELY UPON RECEIPT OF THE MATERIAL.
- ALL MATERIALS ON EMPLOYER PREMISES WILL BE REMOVED FROM THE PREMISES IMMEDIATELY UPON RECEIPT OF THE MATERIAL. ALL MATERIALS ON EMPLOYER PREMISES WILL BE REMOVED FROM THE PREMISES IMMEDIATELY UPON RECEIPT OF THE MATERIAL.

SCALE: 1" = 100'

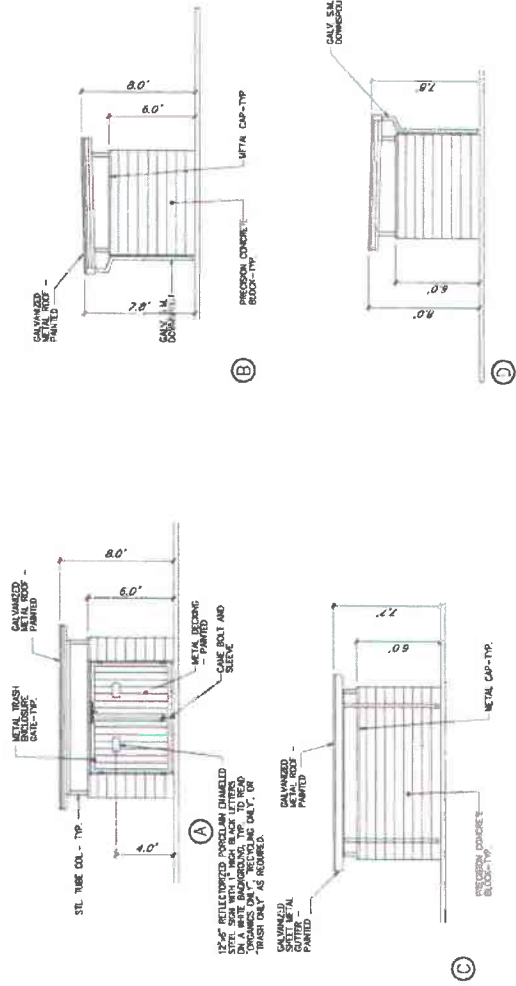
DATE: 03-26-2020

**RUC ENGINEERS**

2 of 2



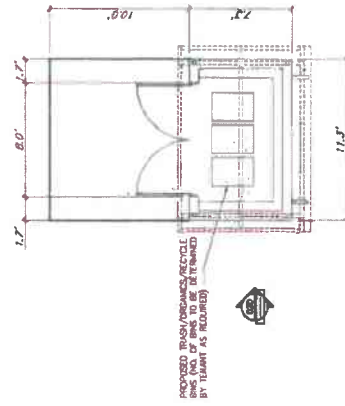




TRASH ENCLOSURE ELEVATIONS

X"=1'-0"

02



TRASH ENCLOSURE FLOOR PLAN

X"=1'-0"

05

DATED: 02-26-2020



NO. 27

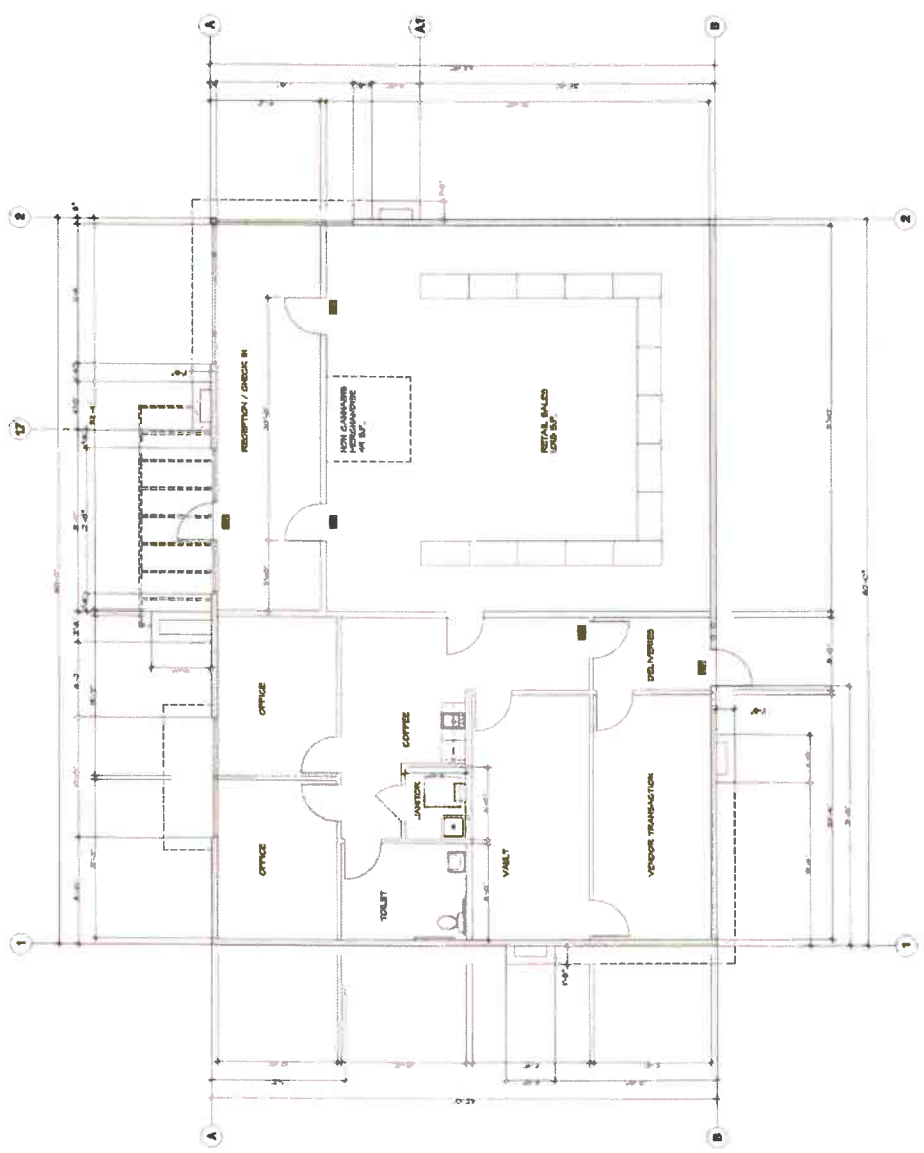
0

7

4-220

DATE	DESCRIPTION
08/20/18	REVISED
07/20/18	REVISED
07/10/18	REVISED
06/20/18	REVISED
06/10/18	REVISED
05/20/18	REVISED

THIS SET OF PLANS IS THE PROPERTY OF STÜTZEL DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF STÜTZEL DESIGN.



**CANNABIS RETAIL**

2000 FRONTAGE RD  
CORONA, CA

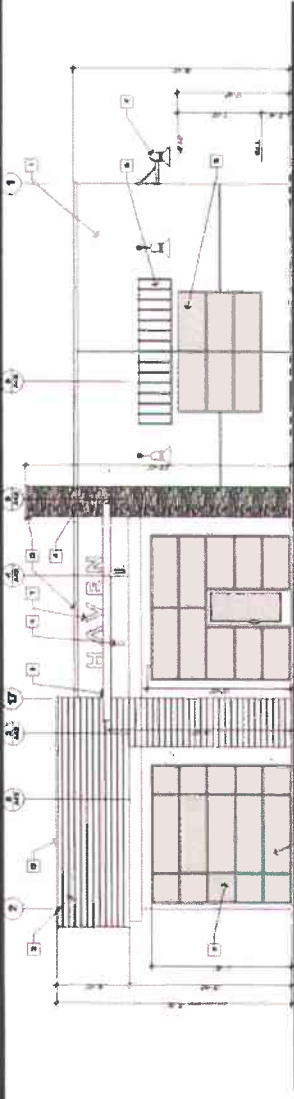
DATE: 09 APR 20  
BY: JMS  
CHECKED BY: JMS  
DATE: 11 MAR 20  
BY: JMS  
DATE: 09 APR 20  
BY: JMS

EXTENDED ELEVATIONS

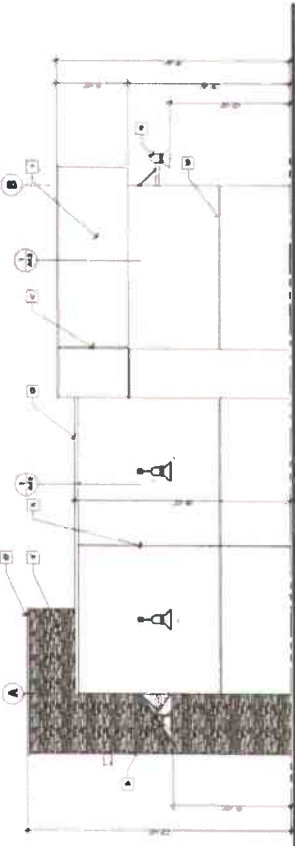
NO.	DATE	DESCRIPTION
1	09 APR 20	ISSUED FOR PERMITTING
2	11 MAR 20	REVISED PER COMMENTS
3	09 APR 20	REVISED PER COMMENTS
4	09 APR 20	REVISED PER COMMENTS
5	09 APR 20	REVISED PER COMMENTS

**REVNOTES**

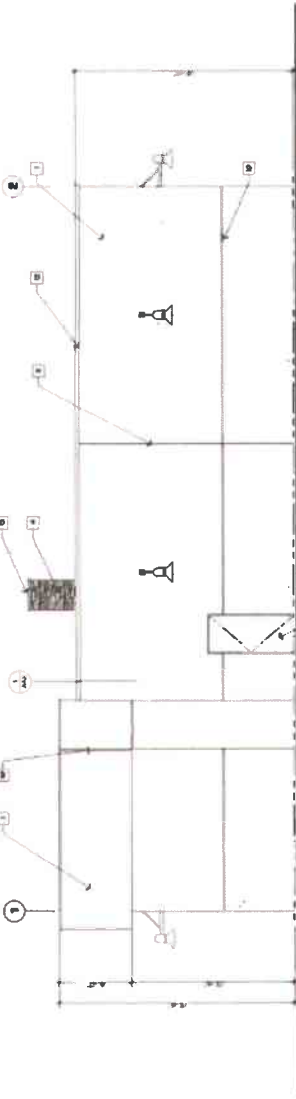
- 1. REVISIONS SHOWN IN RED.
- 2. PERMANENT MARKS SHOWN IN RED.
- 3. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
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- 10. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.



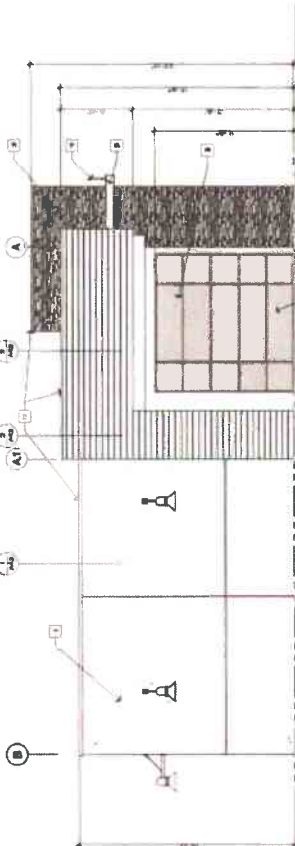
**NORTH ELEVATION**  
1st FLOOR



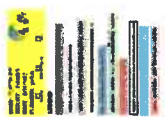
**WEST ELEVATION**  
1st FLOOR



**SOUTH ELEVATION**  
1st FLOOR



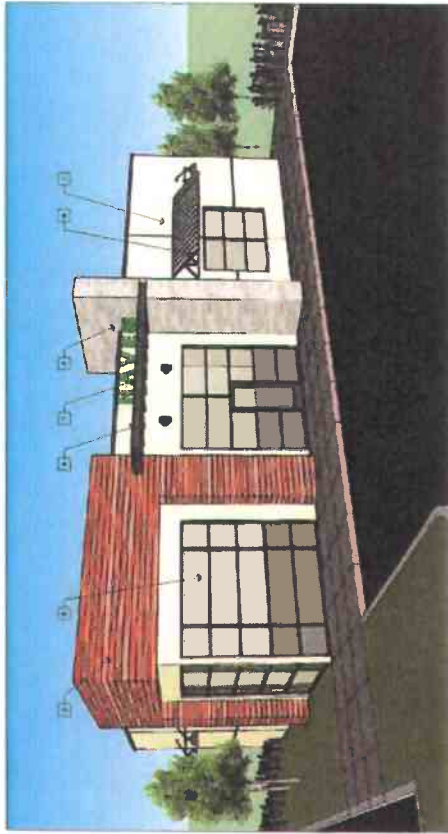
**EAST ELEVATION**  
1st FLOOR



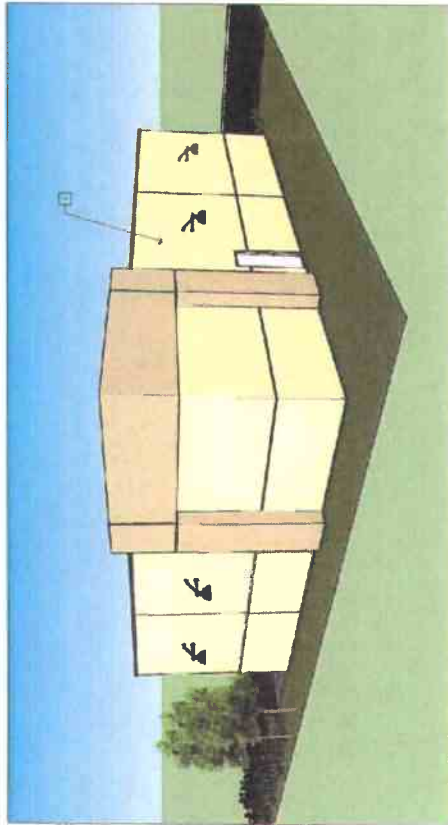
DATE	08/04/20
ISSUED FOR	07/14/20
DATE PREPARED	07/14/20
DATE REVISED	08/04/20
DATE APPROVED	08/04/20

PROJECT NO.	2000FRONTAGE
DATE	08/04/20
SCALE	AS SHOWN
DESIGNED BY	STÜTEL DESIGN
CHECKED BY	STÜTEL DESIGN
APPROVED BY	STÜTEL DESIGN

- KEYNOTES**
- 1. EXTERIOR LIGHTING FIXTURES
  - 2. EXTERIOR LIGHTING FIXTURES
  - 3. EXTERIOR LIGHTING FIXTURES
  - 4. EXTERIOR LIGHTING FIXTURES
  - 5. EXTERIOR LIGHTING FIXTURES
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  - 9. EXTERIOR LIGHTING FIXTURES
  - 10. EXTERIOR LIGHTING FIXTURES



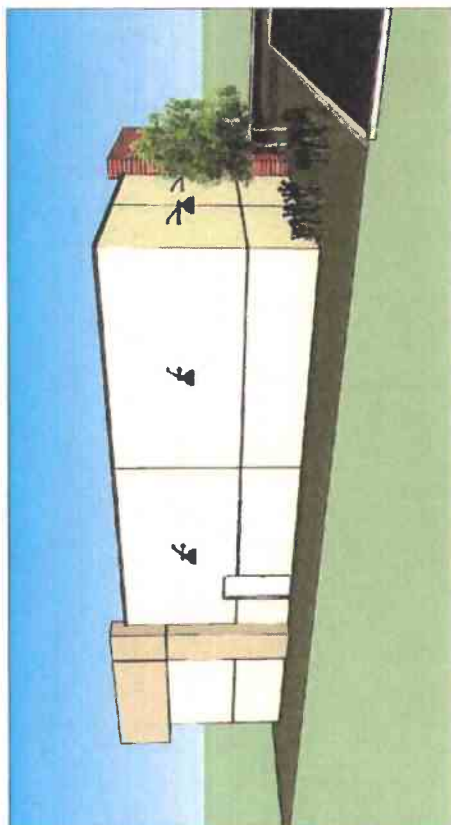
1 FRONT ELEVATION



5 LEFT SIDE ELEVATION

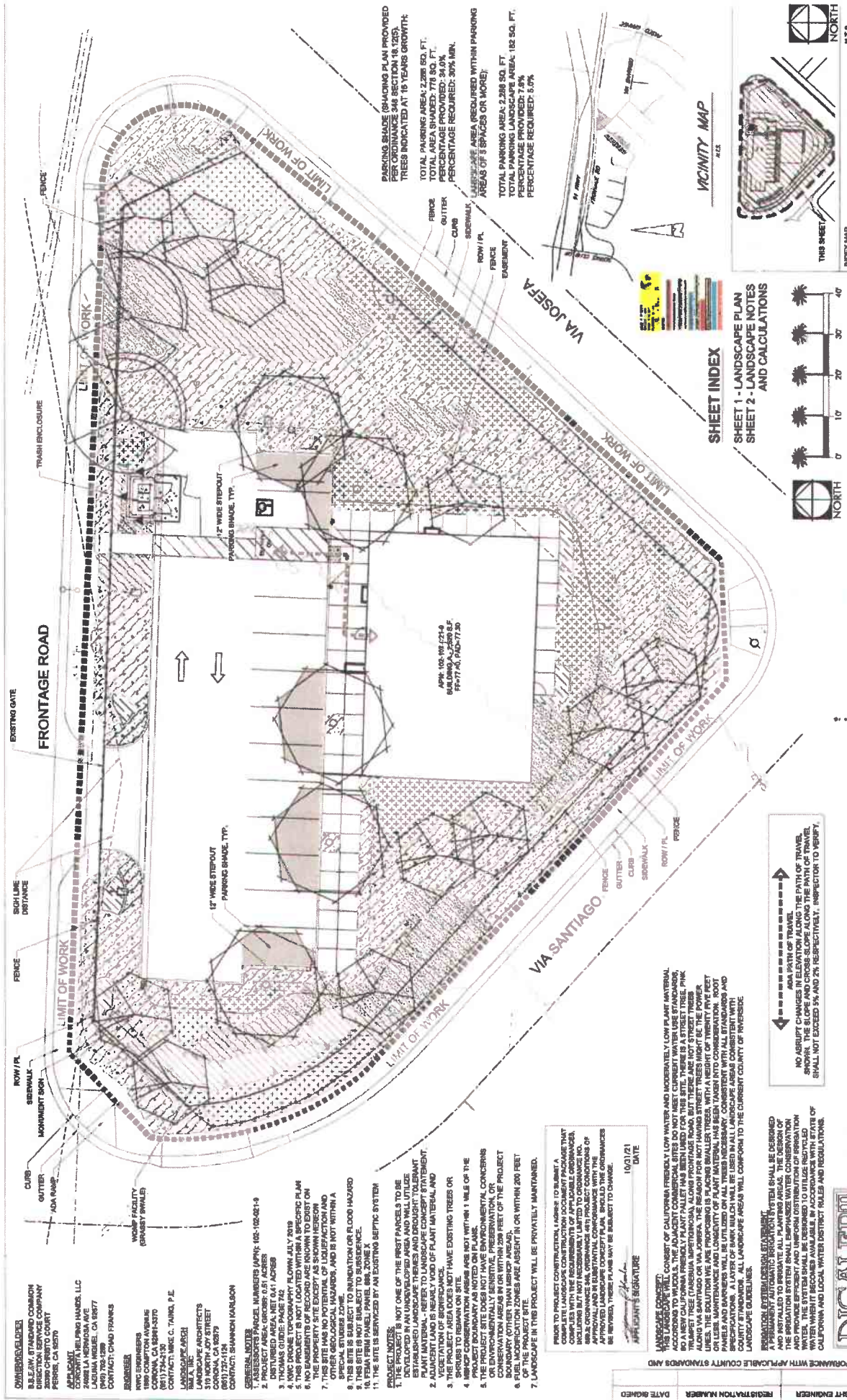


2 FRONT ELEVATION



4 REAR ELEVATION





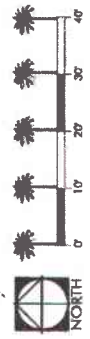
PARKING SHADE (SHADING PLAN PROVIDED PER ORDINANCE 346 SECTION 18.12C). TREES INDICATED AT 15 YEARS GROWTH:

TOTAL PARKING AREA: 2,288 SQ. FT.  
 TOTAL AREA SHADED: 776 SQ. FT.  
 PERCENTAGE PROVIDED: 34.0%  
 PERCENTAGE REQUIRED: 30% MIN.

LANDSCAPE AREA (REQUIRED WITHIN PARKING AREAS OF 9 SPACES OR MORE):

TOTAL PARKING AREA: 2,288 SQ. FT.  
 TOTAL LANDSCAPE AREA: 182 SQ. FT.  
 PERCENTAGE PROVIDED: 7.9%  
 PERCENTAGE REQUIRED: 5.0%

**SHEET INDEX**  
 SHEET 1 - LANDSCAPE PLAN  
 SHEET 2 - LANDSCAPE NOTES AND CALCULATIONS



PROJECT NUMBER: PM 2000	COUNTY OF RIVERSIDE
2000 FRONTAGE RD., CORONA, CA	LANDSCAPE PLAN
FOR: N/A	COUNTY FILE NO.
DATE: 4/17/2003	SCALE: 1" = 20'

44000810 BENCHMARK	DATE: 4/17/2003
310 NORTH 1ST STREET, CORONA, CA 92625	SCALE: 1" = 20'
TEL: (951) 237-1234   FAX: (951) 237-2507	DATE: 4/17/2003

**bmla**  
 ENGINEERING COMPANY  
 REGISTERED PROFESSIONAL ENGINEER  
 PREPARED BY: ARACELI E. BARRERA  
 PRELIMINARY SEAL

APPL. NO.	DATE	COUNTY	REVISIONS

**DIG AHEAD**  
 CALL BEFORE YOU DIG  
 TOLL FREE 800-4-A-SERVICES (74)  
 UNDERGROUND SERVICE ALERT

**OWNER/DEVELOPER:**  
 B.E.L.W. STANBORD COMBON  
 DIRECTION SERVICE COMPANY  
 2835 CHESTNUT COURT  
 FERRIS, CA 92509

**DESIGNER:**  
 BMLA, INC.  
 1100 COMPTON AVENUE  
 CORONA, CA 92614-3370  
 (951) 734-2130  
 LANDSCAPE ARCHITECT  
 BMLA, INC.  
 1100 COMPTON AVENUE  
 CORONA, CA 92614  
 (951) 737-1174  
 CONTACT: SHAMON MARLON

- GENERAL NOTES:**
1. ASSessor'S PARCEL NUMBERS (APN): 105-109-021-19
  2. DISTURBED AREA: NET 0.41 ACRES
  3. THOMAS GUIDE: PAGE 742
  4. IWC IRONIC TOPOGRAPHY FLOW: JULY 2018
  5. IWC IRONIC TOPOGRAPHY FLOW: JULY 2018
  6. NO EMBLEMETS OF RECORD ARE KNOWN TO EXIST ON THE PROPERTY SITE EXCEPT AS SHOWN HEREON
  7. THIS SITE HAS NO POTENTIAL OF LIQUIDATION AND SPECIAL STUDIES ZONE.
  8. THIS SITE IS SUBJECT TO INUNDATION OR FLOOD HAZARD
  9. THIS SITE IS NOT SUBJECT TO SUBSIDENCE.
  10. THE SITE IS SERVICED BY AN EXISTING SEPTIC SYSTEM

- PROJECT NOTES:**
1. THE PROJECT IS NOT ONE OF THE FIRST PARCELS TO BE DEVELOPED IN AN UNDEVELOPED AREA AND WILL UTILIZE ESTABLISHED LANDSCAPE DESIGN STANDARDS.
  2. ADJACENT LAND IS NEARLY VOID OF PLANT MATERIAL AND VEGETATION OF SIGNIFICANCE.
  3. UNDESIRABLE AREAS DO NOT HAVE EXISTING TREES OR SHRUBS.
  4. MRSOP CONSERVATION AREAS ARE NOT WITHIN 1 MILE OF THE PROJECT BOUNDARY AS NOTED ON PLANS.
  5. MRSOP CONSERVATION AREAS ARE NOT ENVIRONMENTAL CONCERN OR ENVIRONMENTALLY SENSITIVE, PRESERVATION, OR CONSERVATION AREAS IN OR WITHIN 200 FEET OF THE PROJECT BOUNDARY (OTHER THAN MRSOP AREAS).
  6. TREES ARE ABSENT IN OR WITHIN 200 FEET OF THE PROJECT SITE.
  7. LANDSCAPE IN THIS PROJECT WILL BE PRIVATELY MAINTAINED.

PER TO PROJECT CONTRACTUAL, OWNER TO SUBMIT A LANDSCAPE CONCEPT PLAN TO THE CITY OF CORONA, INCLUDING BUT NOT NECESSARILY LIMITED TO ORDINANCE NO. 100,000, AND TO OBTAIN APPROVAL AND SUBMITTAL CONFORMANCE WITH THE APPROVED LANDSCAPE CONCEPT PLAN. SHOULD THE ORDINANCES BE REVISED, THESE PLANS MAY BE SUBJECT TO CHANGE.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: 10/31/21

NO ABRUPT CHANGES IN ELEVATION ALONG THE PATH OF TRAVEL, SLOWING THE SLOPE AND CROSS-SLOPE ALONG THE PATH OF TRAVEL, SHALL NOT EXCEED 5% AND 2% RESPECTIVELY. (INSPECTION TO VERIFY).

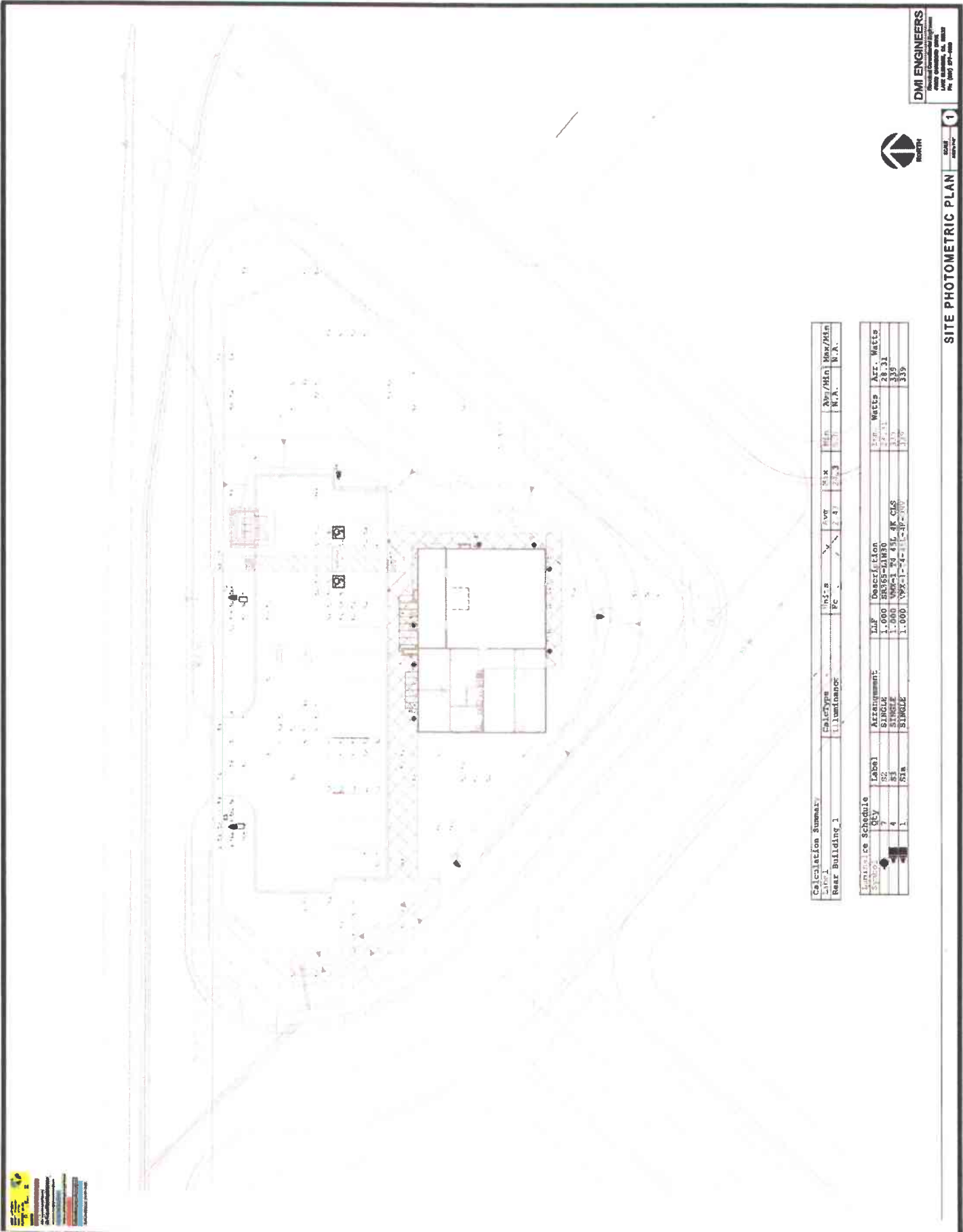
NO ABRUPT CHANGES IN ELEVATION ALONG THE PATH OF TRAVEL, SLOWING THE SLOPE AND CROSS-SLOPE ALONG THE PATH OF TRAVEL, SHALL NOT EXCEED 5% AND 2% RESPECTIVELY. (INSPECTION TO VERIFY).

PREPARATION OF THESE PLANS SHALL BE DESIGNED AND INSTALLED TO IRRIGATE ALL PLANTING AREAS. THE DESIGN OF THE IRRIGATION SYSTEM SHALL EMPHASIZE WATER CONSERVATION AND PROVIDE EFFICIENT AND UNIFORM DISTRIBUTION OF IRRIGATION WATER WHEN IT BECOMES AVAILABLE IN ACCORDANCE WITH STATE OF CALIFORNIA AND LOCAL WATER DISTRICT RULES AND REGULATIONS.

NOTE: WORK CONTAINED WITHIN THESE PLANS IS THE PROPERTY OF BMLA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BMLA, INC.

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND	REGISTERATION NUMBER	DATE SIGNED





SITE PHOTOMETRIC PLAN 1

DMI ENGINEERS  
David M. Ivers, P.E.  
1400 S. Bascom Ave., Suite 200  
San Jose, CA 95128  
Tel: (408) 297-0888

Calculation Summary:

Area	Category	Area (sq ft)	AVG	MIN	MAX	AVG/Min	Max/Min
Rear Building_1	1. Luminance	10,000	2.43	2.23	2.73	N.A.	N.A.

Luminaire Schedule

Qty	Label	Arrangement	KUF	Description	Footcandle	Area (Watts)
4	SL	SINGLE	1.000	2835-400	4.7-11	187.31
4	SL	SINGLE	1.000	2835-400	4.7-11	187.31
1	SL	SINGLE	1.000	1800-1-24-11	18-30	339





**ELEVATIONS**



**North Elevation**



**West Elevation**

Client: Haven  
 Address: 2000 Frontage Rd, Corona, Ca 92882  
 Phone: 562-494-8676  
 Email: machansign.com  
 Lic# 793784



Page: 1  
 Date: [REDACTED]

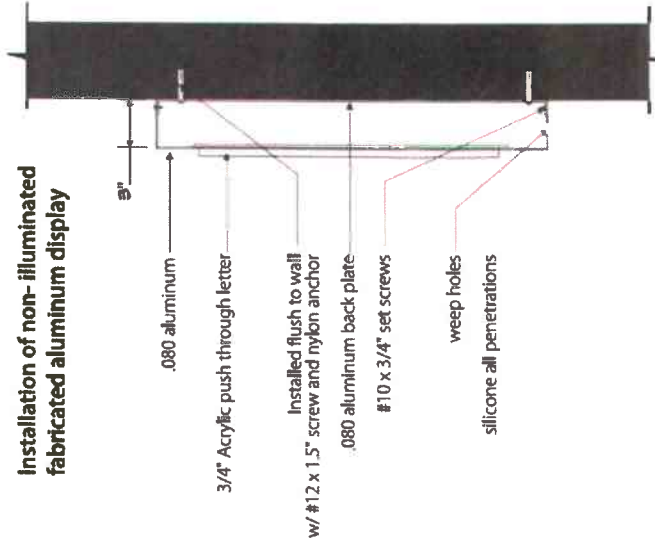
All work to comply with 2016 Calif. building codes  
 Codes in effect: 2016 cbc sec section 600 each letter to be UL listed and labeled  
 All wall penetrations shall be sealed in an approved manner to provide a weather tight finish


Article 600: This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes  
 120 volt, 20 amp primary electrical source, PROVIDED BY OTHERS (SEPARATE PERMIT) WITHIN 3' of sign location (iec 600-5)  
 NOTE that the remote metal parts of a section sign or outline lighting system supplied by a remote Class 2, power supply are not required to be connected to an equipped grounding conductor (600.7 (B) (1) Ex)

This is an original unaltered drawing created by Machan Sign Company Inc. All drawings and artwork are copyrighted property of Machan Sign Company Inc. and should not be reproduced or transmitted in any form without the expressed written consent from Machan Sign Company Inc.

**DESCRIPTION**

Fabricated .080 aluminum with routed out faces backed with 3/4" thick acrylic push through letters.  
 Installed flush to wall w/ #12 x 1.5" screw and nylon anchor



 <p>1209 Euclid Ave.          Long Beach Ca.          90804          Ph: 562-494-8676          Fx: 562-494-8677          machansign.com          Lic# 793784</p>	<p>Client: Haven          Address: 2000 Frontiarye Rd, Corona, Ca 92682          Phone: 1          Email: 1          Contractor:</p>	<p>Page 2          Date:</p> <p>All work to comply with 2016 Calif. building codes          Codes in effect: 2016 cbc cec section 600 each letter to be UL listed and labeled          All wall penetrations shall be sealed in an approved manor to provide a weather tight finish</p>	<p>Article 600: This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes          120 volt 20 amp primary electrical source PROVIDED BY OTHERS (SEPARATE PERMIT) within 5' of sign location (see 600-5)          NOTE that the remote metal parts of a section sign or outline lighting system supplied by a remote class 2 power supply are not required to be bonded to an equipped grounding conductor (600.7 (B) (1) Eq)</p>	<p>This is an original reproduction drawing created by Machan Sign Company Inc. All drawings and artwork are copyrighted property of Machan Sign Company Inc. and should not be reproduced or retransmitted in any form without the expressed written consent from Machan Sign Company Inc.</p>
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**MONUMENT SIGN, NON-ILLUMINATED 65 Sq Ft overall**



**Manufacture one DOUBLE sided monument sign**

Sign is comprised of .080 aluminum construction 2" x 2" aluminum square tube frame. Faces are routed out .080 aluminum with 3/4" thick acrylic push through letters, Installed on steel pipe in cement footing to California certified structural engineered wet stamped calculations

Sign base material to match building siding material



Front view

Side view

1209 Euclid Ave.  
Long Beach Ca.  
90804  
Ph: 562-494-8676  
Fx: 562-494-8677  
machansign.com  
Lic# 793784

Client: Haven  
Address: 2000 Frontage Rd, Corona, Ca 92882  
Phone: 1  
Email: Contractor:

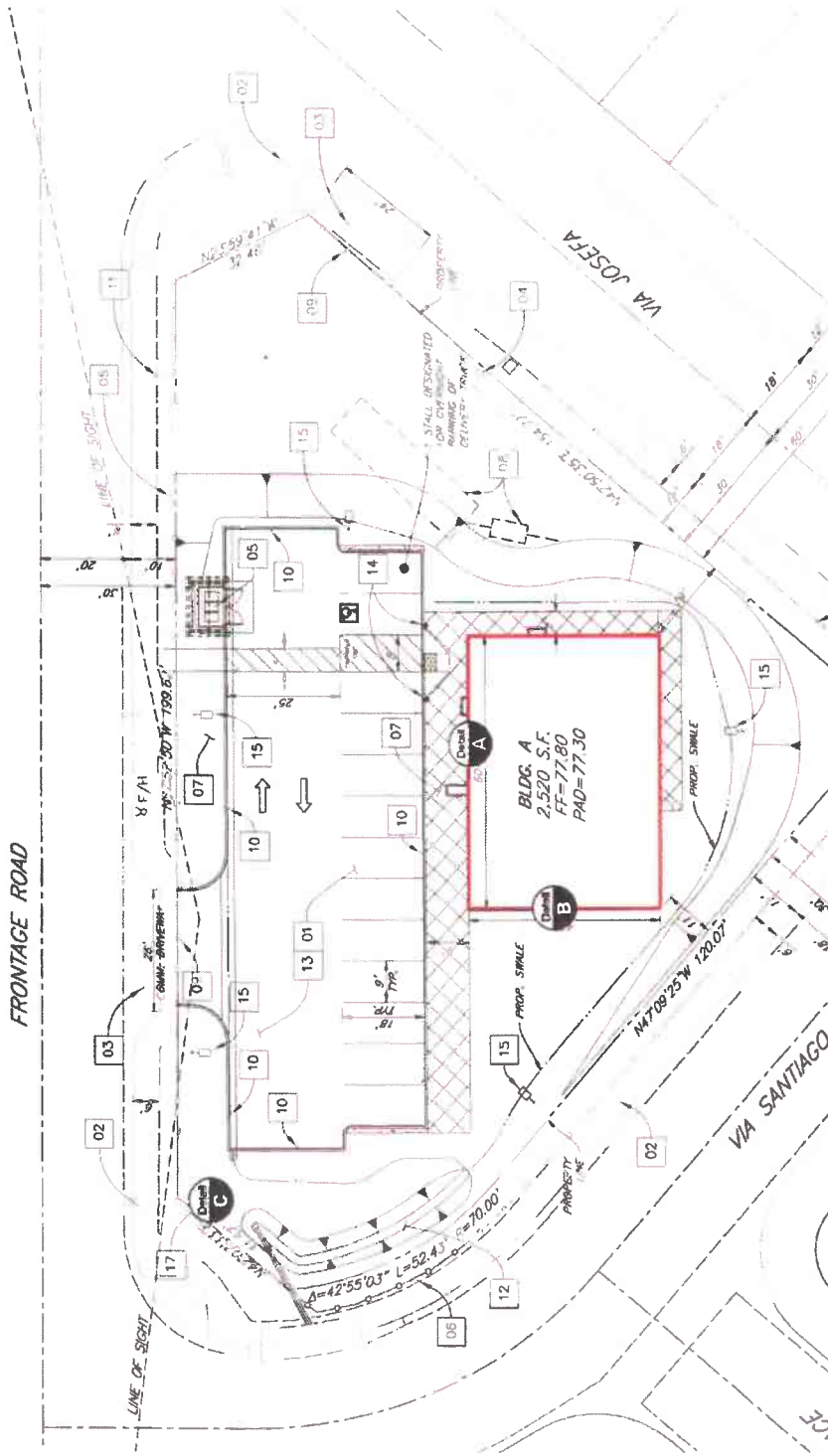
Page: 3  
Date:

All work to comply with 2016 Calif. building codes  
Codes in effect: 2016 cbc sec section 600 each letter to be UL listed and labeled  
All wall penetrations shall be sealed in an approved manner to provide a weather tight finish

Article 600: This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes  
120 volt 20 amp primary electrical source, PROVIDED BY OTHERS (SEPARATE PERMIT) within 5' of sign location (nec 900-5)  
NOTE that the remote metal parts of a section sign or outline lighting system supplied by a remote Class 2 power supply are not required to be connected to an equipped grounding conductor (900.7 (B) (1) Eq)

This is an original unapproved drawing created by Machan Sign Company Inc. All drawings and/or artwork are copyrighted property of Machan Sign Company Inc. and should not be reproduced or transmitted in any form without the express written consent from Machan Sign Company Inc.

**PLOT PLAN**



This is an original unpublished drawing created by Machan Sign Company Inc. All drawings and artwork are copyrighted property of Machan Sign Company Inc. and should not be reproduced or transmitted in any form without the expressed written consent from Machan Sign Company Inc.

Article 600: This sign is intended to be installed in accordance with the requirements of Article 600 of the national electrical code and/or other applicable local codes  
 120 volt 20 amp primary electrical source PROVIDED BY OTHERS (SEPARATE PERMIT) within 9' of sign location (inc 800-5)  
 NOTE: that the remote metal parts of a section sign or outline lighting system supplied by a remote power supply are not required to be connected to an equipotential grounding conductor (800.1 (9) (1) Es)

All work to comply with 2016 Cal. building codes  
 Codes in effect: 2016 cbc sec section 600 each letter to be UL listed and labeled  
 All wall penetrations shall be sealed in an approved manner to provide a weather tight finish

Page: 3  
 Date: [REDACTED]

Client: Haven  
 Address: 2000 Frontage Rd, Corona, Ca 92882  
 Phone: [REDACTED]  
 Email: [REDACTED]  
 Contractor: [REDACTED]

1209 Euclid Ave.  
 Long Beach Ca.  
 90804  
 Ph: 562-494-8676  
 Fc: 562-494-8677  
 machansign.com  
 Lic# 793784



DEVELOPMENT AGREEMENT NO. 1900011

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), and the persons and entities listed below (hereinafter "OWNER"):

Doug Heldoorn

Chad Franks

RECITALS

WHEREAS, COUNTY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code; and,

WHEREAS, COUNTY has adopted Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements (hereinafter "Procedures and Requirements"), pursuant to Section 65865 of the Government Code; and,

WHEREAS, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

WHEREAS, the terms and conditions of this Agreement have undergone extensive

review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

WHEREAS, the best interests of the citizens of Riverside County and the public health, safety and welfare will be served by entering into this Agreement; and,

WHEREAS, all of the procedures of the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) have been met with respect to the Project and the Agreement; and,

WHEREAS, this Agreement and the Project are consistent with the Riverside County General Plan and any specific plan applicable thereto; and,

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and,

WHEREAS, this Agreement will confer substantial private benefits on OWNER by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and,

WHEREAS, OWNER proposes to develop the Property to be used for the Commercial Cannabis Activity described in Exhibit E (“the Development Plan”); and,

WHEREAS, Riverside County Ordinance 348.4898 (hereafter “Ordinance 348.4898”) establishes a regulatory permitting process for Commercial Cannabis Activities and prohibits all Commercial Cannabis Activities in all land use zones without the benefit of a land use permit issued by the COUNTY; and,

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan

provisions, to ensure that the County does not disproportionately bear the burden of commercial cannabis activities throughout the County, to ensure the County receives public benefits for the commercial cannabis activities, to ensure there are adequate resources available for enforcement of permitted and unpermitted commercial cannabis activities, and to give cannabis owners and property owners certainty as to the County's requirements; and,

WHEREAS, this Agreement complies with the provisions of both Ordinance No. 348.4898 and Board Policy B-9; and,

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

#### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined

as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Base Rate” means an amount equal to \$16.00 multiplied by the entire Cannabis Area, as shown on Exhibit “G”, and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

1.1.3 “Commercial Cannabis Activity” means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and cannabis products as provided for in Ordinance No. 348, as amended through Ordinance No. 348.4898, and any other subsequently adopted zoning ordinance amendment or subsequently adopted zoning ordinance.

1.1.4 “Conditional Use Permit” means the land use permit required by COUNTY to conduct Commercial Cannabis Activities.

1.1.5 “COUNTY” means the County of Riverside, a political subdivision of the State of California.

1.1.6 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction or re-construction of buildings and structures; the tenant improvements of structures, and the installation of landscaping. When authorized by



a Subsequent Development Approval as provided by this Agreement, “development” includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with use of the Property and for development of the Property for Commercial Cannabis Activities including, but not limited to:

- (a) Conditional use permits, and site plans;
- (b) Zoning Amendments;
- (c) General Plan Amendments
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits;
- (f) Any permits or entitlements necessary from the COUNTY;
- (g) Any easements necessary from COUNTY or any other land owner;
- (h) Specific plans and specific plan amendments;
- (i) Right of Entry agreements

1.1.8 “Development Exaction” means any requirement of the COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Plan” means the Existing or Proposed Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.10 “Effective Date” means the date this Agreement is recorded with the County Recorder.

1.1.11 “Existing Development Approvals” means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit “C” and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.12 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit “D” and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.13 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. “Land Use Regulations” does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;

- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "OWNER" means the owner of the PROPERTY and the persons and entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the Commercial Cannabis Activity for which a license or permit is being sought, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity for the Commercial Cannabis Activity.
3. A member of the board of directors of a nonprofit for the Commercial Cannabis Activity.
4. An individual who will be participating in the direction, control, or management of the person applying for a Commercial Cannabis Activity Conditional Use Permit or State license."

1.1.16 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified

pursuant to the provisions of this Agreement.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.5 of this Agreement.

1.1.19 “Subsequent Development Approvals” means all Development Approvals approved subsequent to the Effective Date in connection with development of the Property.

1.1.20 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.21 “Transfer” means sale, assignment, lease, sublease or any other transfer of a legal or equitable interest in the Property.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map Showing Property and Its Location

Exhibit “C” - Existing Development Approvals

Exhibit “D” - Existing Land Use Regulations

Exhibit “E” - Commercial Cannabis Activity Site Plan & Description

Exhibit “F” - Applicable Annual Public Benefits Base Payments

Exhibit “G” - Commercial Cannabis Area calculation exhibit.

Exhibit "H" - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of a legal or equitable interest in the Property or a portion thereof.

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of ten years thereafter, unless this term is modified or extended for one additional five year term pursuant to the provisions of this Agreement and so long as the Project is in compliance with all applicable conditions of approval and County ordinances.

2.4 Transfer.

2.4.1 Right to Transfer. Right to Transfer. OWNER shall have the right to transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No transfer of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such transfer or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and

shall provide COUNTY with an executed agreement by the transferee, in a form reasonably acceptable to COUNTY, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The transferee provides COUNTY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5 Amendment or Cancellation of Agreement.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

2.5.2 Modification to Additional Annual Public Benefit. At the time of the Agreement's Effective Date, Ordinance No. 348 requires a separation of 1,000 feet between cannabis retailers. In the event Ordinance No. 348 is amended and reduces the separation between cannabis retailers to less than 1,000 feet, the parties acknowledge that an amendment to the Agreement modifying the Additional Annual Public Benefit may be proposed by the OWNER and processed in accordance with Section 2.5.1 of this Agreement and the County's Procedures and Requirements for the Consideration of Development Agreements.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) OWNER's election to terminate this Agreement. If OWNER elects



not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190018) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 2019-037.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190018.

(f) Federal Enforcement of the Federal Controlled Substances Act against OWNER or the COUNTY. The parties understand that cannabis is still classified as a Schedule I Drug under the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq. In the event there is federal enforcement of the Federal Controlled Substances Act against the COUNTY for the COUNTY's enactment of a comprehensive, regulatory framework for commercial cannabis activities or against OWNER for OWNER's own commercial cannabis activities, this Agreement shall be deemed terminated and of no further effect.

(g) Revocation of a Commercial Cannabis Activity Conditional Use Permit or State License.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either:

(i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors

Riverside County Administrative Center

4080 Lemon Street, First Floor

Riverside, CA 92502

Fax No. (951) 955-1071

with copies to:

County Executive Officer

Riverside County Administrative Center

4080 Lemon Street, 4th Floor

Riverside, CA 92501

Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use

Transportation and Land Management Agency

Riverside County Administrative Center,

4080 Lemon Street, 12th Floor

Riverside, CA 92501

Fax No. (951) 955-1817

and

County Counsel

County of Riverside

3960 Orange Street, Suite 500

Riverside, CA 92501

Fax No. (951) 955-6363

If to OWNER:

Douglas Heldroom

2917 Argyle Circle

Corona, CA 92879

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the

Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be

incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole;

or,

- (c) Increase the maximum height and size of permitted buildings or structures;

or,

- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations,

appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.

(d) Regulations imposing Development Exactions. Development Exactions shall be applicable to development of the Property if such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement or require changes in plans, maps or permits approved by the COUNTY, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated business activity, and it is subject to various state and local laws and regulations.



This Agreement does not, and the County cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

3.6. Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by

OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject to a development agreement, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances

applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190039, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

##### 4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the base payment calculated per Section 1.1.2 of this Agreement (“Base Payment”); provided, however, that such initial annual base payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.2.2 Subsequent Annual Base Payments. The Annual Base Payment shall be subject to annual increases in an amount of 2%. Prior to the first July 1<sup>st</sup> following the

initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

4.3 Annual Additional Public Benefits. OWNER shall perform Additional Public Benefits identified in Exhibit “H” that will benefit the community in which the Commercial Cannabis Activity is located. Prior to the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the additional annual public benefit set forth in Exhibit “H” of this Agreement (“Additional Public Benefit”); provided, however, that such initial annual payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit “H” shall be subject to annual increases in an amount of 5%. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 5% annual increase.

4.4 Taxes. Nothing herein shall be construed to relieve OWNER from paying and remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the County pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee or charge.

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

Should the Property be included within such a special assessment district, community

facilities district or other financing entity, the following provisions shall be applicable:

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit and administration fee as set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under

Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at anytime. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 190018 and this Agreement.

6.4. Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190018 and consistency with the Request for Proposal Responses associated with CAN XXXX including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of an annual review or a special review, the TLMA Director shall submit a report to the Board of Supervisors setting forth the evidence

concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

(c) If the Board finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.6 Proceedings Upon Modification or Termination. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.7 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue



shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.8 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance (“Certificate”) to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

## 7. INCORPORATION AND ANNEXATION.

7.1 Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement shall survive and be binding upon such other jurisdiction.

7.2 Incorporation. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

7.3 Annexation. OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless both OWNER and COUNTY give written consent to such annexation.

## 8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

Notwithstanding anything in this Article 8 to the contrary, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential

damages in contract, tort, warranty, strict liability or otherwise.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary

liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT A CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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OWNER Initials

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OWNER Initials

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OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 2.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this

Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.6 Attorneys' Fees. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

## 9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. COUNTY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with COUNTY's determination. The parties acknowledge that:

- (a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,
- (b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are

invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. COUNTY shall promptly notify OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its

officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

#### 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate

in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If COUNTY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee



in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into

this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If this Agreement is signed by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party; shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. Unless expressly stated herein, this Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had

executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect

of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide, in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to

Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

COUNTY OF RIVERSIDE, a political subdivision of  
the State of California

Dated: \_\_\_\_\_

By \_\_\_\_\_  
[Insert Chairman's Name]  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

By \_\_\_\_\_  
Deputy  
(SEAL)

OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.  
EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO  
CORPORATE OFFICERS.)

EXHIBIT "A"

Development Agreement No. 1900011

LEGAL DESCRIPTION OF PROPERTY

*(This exhibit will consist of the legal description of the subject property, as described on a provided current (no more than 30 days old) Title Report)*



EXHIBIT "B"

Development Agreement No. 1900011

MAP OF PROPERTY AND ITS LOCATION

*(This Exhibit will indicate the property's legal (metes and bounds, if required) boundary  
and its location)*

EXHIBIT "C"

Development Agreement No. 1900011

EXISTING DEVELOPMENT APPROVALS

*(This exhibit will list all existing Development Approvals of the subject property)*

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

The development approvals listed above include the approved maps and all conditions of approval.

COPIES OF THE EXISTING DEVELOPMENT APPROVALS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "D"

Development Agreement No. 1900011

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4913
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2019-037 Establishing Procedures and Requirements of  
the County of Riverside for the Consideration of Development  
Agreements (Commercial Cannabis Activities)
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON  
FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE  
INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "E"

Development Agreement No. 1900011

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190018 permits a storefront cannabis business within a 2,500 square foot building.

EXHIBIT "F"

Development Agreement No. 1900011

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190018 includes a building totaling 2,500 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$40,000 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900011

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 2,500 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

## EXHIBIT "H"

Development Agreement No. 1900011

### COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$50,000 with an annual increase of 5%. The COUNTY will utilize the additional annual public benefit within the surrounding community for additional public benefits, including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190039, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.





**COUNTY OF RIVERSIDE  
TRANSPORTATION AND LAND MANAGEMENT AGENCY**

Juan C. Perez  
Agency Director



11/09/20, 3:33 pm

CUP190018

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190018. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

**Advisory Notification**

**Advisory Notification. 1            AND - Hold Harmless**

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside or its agents, officers, and employees ("COUNTY") from the following:

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the project, including, but not limited to, decisions made in response to California Public Records Act requests; and

(a) and (b) above are hereinafter collectively referred to as "LITIGATION."

The COUNTY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such LITIGATION or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such LITIGATION, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/permittee shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from the

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

#### **Advisory Notification. 1            AND - Hold Harmless (cont.)**

records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the COUNTY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from COUNTY, applicant/permittee shall make such additional deposits.

#### **Advisory Notification. 2            AND - Preamble**

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Plan CUP190018 and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

#### **Advisory Notification. 3            AND - Project Description & Operational Limits**

Conditional Use Permit No. 190018 ("CUP190018") proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business and associated site work ("Project").

Development Agreement No. 1900011 ("DA1900011") will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms established through CUP190018 and this development agreement, and provide community benefit to the Highgrove Area.

The project is located north of Via Santiago, east of Ridgeview Terrace, south of Frontage Rd, and west of Via Josefa.

#### **Advisory Notification. 4            AND - Design Guidelines**

Compliance with applicable Design Guidelines:

1. 2nd District Design Guidelines

#### **Advisory Notification. 5            AND - Exhibits**

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT(S)

Exhibit A (Site Plan), dated April 6, 2020.

Exhibit B (Elevations), dated April 6, 2020.

Exhibit C (Floor Plans), dated April 6, 2020.

Exhibit G (Conceptual Grading Plan), dated April 6, 2020.

Exhibit L (Conceptual Landscaping and Irrigation Plans), dated April 6, 2020.

Exhibit S (Sign Plan), dated April 6, 2020.

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

**Advisory Notification. 6                    AND - Federal, State & Local Regulation Compliance (cont.)**

**Advisory Notification. 6                    AND - Federal, State & Local Regulation Compliance**

1. Compliance with applicable Federal Regulations, including, but not limited to:
  - National Pollutant Discharge Elimination System (NPDES)
  - Clean Water Act
  - Migratory Bird Treaty Act (MBTA)
  
2. Compliance with applicable State Regulations, including, but not limited to:
  - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
  - Government Code Section 66020 (90 Days to Protest)
  - Government Code Section 66499.37 (Hold Harmless)
  - State Subdivision Map Act
  - Native American Cultural Resources, and Human Remains (Inadvertent Find)
  - School District Impact Compliance
  
3. Compliance with applicable County Regulations, including, but not limited to:
  - Ord. No. 348 (Land Use Planning and Zoning Regulations)
  - Ord. No. 413 (Regulating Vehicle Parking)
  - Ord. No. 457 (Building Requirements)
  - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
  - Ord. No. 484 (Control of Blowing Sand)
  - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
  - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
  - Ord. No. 878 (Regarding Noisy Animals)
  - Ord. No. 655 (Regulating Light Pollution)
  - Ord. No. 671 (Consolidated Fees)
  - Ord. No. 787 (Fire Code)
  - Ord. No. 847 (Regulating Noise)
  - Ord. No. 857 (Business Licensing)
  - Ord. No. 859 (Water Efficient Landscape Requirements)
  - Ord. No. 915 (Regulating Outdoor Lighting)
  - Ord. No. 916 (Cottage Food Operations)
  - Ord. No. 925 (Prohibiting Marijuana Cultivating)
  - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)
  
4. Mitigation Fee Ordinances
  - Ord. No. 659 Development Impact Fees (DIF)
  - Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
  - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
  - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

### E Health

## ADVISORY NOTIFICATION DOCUMENT

### E Health

**E Health. 1**                      **DEH ECP COMMENTS (cont.)**

**E Health. 1**                      **DEH ECP COMMENTS**

Based on the information provided in the environmental assessment documents submitted for this project and with the provision that the information was accurate and representative of site conditions, RCDEH-ECP (Riverside County Department of Environmental Health – Environmental Cleanup Program) concludes no further environmental assessment is required for this project.

If previously unidentified contamination or the presence of a naturally occurring hazardous material is discovered at the site, assessment, investigation, and/or cleanup may be required. Contact Riverside County Environmental Health - Environmental Cleanup Programs at (951) 955-8980, for further information.

### Fire

**Fire. 1**                              **Gen - Custom**

#### **BUILDING AND SAFETY COMMENTS**

To assist in providing an expeditious review, please cloud all corrections on revised exhibit. Items labeled as "Notifications" are for your information only and are not required for entitlement approval. Thank You.

#### **NOTIFICATIONS:**

##### **ACCESSIBLE PATH OF TRAVEL:**

Please include with the building submittal a revised site plan to indicate the required continuous accessible paved path of travel. The accessible path of travel details shall include;

1. Accessible path construction type (Asphalt or concrete).
2. Accessible path width.
3. Accessible path directional slope % and cross slope %.
4. All accessible ramp and curb cut-out locations and details where applicable.

The Accessible path of travel shall:

1. Connect to the public R.O.W.
2. Connect to all building(s).
3. Connect to all accessible parking loading/unloading areas.
4. Connect to accessible sanitary facilities.
5. Connect to areas of public accommodation.

Please be aware that the approved site plan with accessibility requirements should be included with any building plan submittals. The plan review staff may have additional comments depending on the additional information or revisions provided during the plan review process. Additional accessible requirements within the structure shall be reviewed during the building plan review.

#### **CODE/ORDINANCE REQUIREMENTS:**

The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with current adopted California Building Codes, Riverside County Ordinances regulations in effect at the time of building plan submittal and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

## ADVISORY NOTIFICATION DOCUMENT

### Fire

#### Fire. 1 Gen - Custom (cont.)

NOTE: The new updated 2019 California Building Codes will be in effect as of January 1st 2020, as mandated by the state of California. Any building plan and fee payment submitted to the building department on or after January 1st, 2020 will be subject to the new updated California Building Code(s).

#### PERMIT ISSUANCE:

Per section 105.1 (2016 California Building Code, CBC): Where any owner or authorized agent intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the regulation of which is governed by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

The applicant shall obtain the required building permit(s) from the building department prior to any construction or placement of any building, structure or equipment on the property.

The applicant shall obtain an approved final building inspection and certificate of occupancy from the building department prior to any use or occupancy of the building, or structure.

At no time shall the approval of the planning case exhibit allow for the construction or use of any building, structure, or equipment. In residential applications, each separate structure will require a separate building permit.

### General

#### General. 1 General – Business Licensing

Every person conducting a business within the unincorporated area of Riverside County, as defined in Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Building and Safety Department.

#### General. 2 General – Causes for Revocation

In the event the use hereby permitted under this permit is found:

(a) to be in violation of the terms and conditions of this permit; and/or,

(b) to have been obtained by fraud or perjured testimony; and/or,

(c) to be detrimental to the public health, safety or general welfare, or is a public nuisance,

then this permit shall be subject to revocation procedures.

#### General. 3 General – Ceased Operations

In the event the use hereby permitted ceases operation for a period of one (1) year or more, this Conditional Use Permit and accompanying Development Agreement approval shall become null and void.

#### General. 4 General – Hold Harmless

## ADVISORY NOTIFICATION DOCUMENT

### General

#### General. 4                              General – Hold Harmless (cont.)

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside or its agents, officers, and employees ("COUNTY") from the following:

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the project, including, but not limited to, decisions made in response to California Public Records Act requests; and

(a) and (b) above are hereinafter collectively referred to as "LITIGATION."

The COUNTY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such LITIGATION or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such LITIGATION, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/permittee shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from the records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the COUNTY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from COUNTY, applicant/permittee shall make such additional deposits.

#### General. 5                              General – Human Remains

If human remains are found on this site, the developer/permit holder or any successor in interest shall comply with State Health and Safety Code Section 7050.5.







## ADVISORY NOTIFICATION DOCUMENT

### Planning

**Planning. 6**                                    **General - F. Nuisance Odors (cont.)**

externally;

2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.

**Planning. 7**                                    **General - G. Commercial Cannabis Activity Operator Qualifications**

1. All operators and all employees of a Commercial Cannabis Activity must be 21 years of age or older.

2. Operators shall be subject to background checks.

3. Permits for Commercial Cannabis Activities shall not be granted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code and subdivision (c) of Section 1192.7 of the Penal Code.

4. Applicants providing false or misleading information in the permitting process will result in rejection of the application or nullification or revocation of any permit granted pursuant to this Article.

**Planning. 8**                                    **General - H. Relocation of a Permitted Commercial Cannabis Activity**

In the event the permittee or successor in interest vacates and relocates the Commercial Cannabis Activity to a new location, a new conditional use permit will need to be granted by the County in accordance with this ordinance prior to commencing operations at the new location.

**Planning. 9**                                    **General - I. Hours of Operation**

A Commercial Cannabis Activity operating as a Cannabis Retailer may be open to the public seven days a week only between the hours of 6:00 A.M. and 10:00 P.M. All other Commercial Cannabis Activities may operate only during the hours specified in the conditional use permit granted by the County.

**Planning. 10**                                  **General - J. Inspections**

A Commercial Cannabis Activity shall be subject to inspections by appropriate local and State agencies, including, but not limited to, the Riverside County Departments of Code Enforcement, Planning, Fire, Public Health, Environmental Health, the Agricultural Commissioner's Office and the Sheriff's Department.

**Planning. 11**                                  **General - K. Monitoring Program**

Permittees of a Commercial Cannabis Activity shall participate in the County's monitoring program to verify permit requirements such as, but not limited to, security measures, water use and State track-and-trace requirements.

**Planning. 12**                                  **General - L. Restriction on Alcohol and Tobacco Sales or Consumption**

Commercial Cannabis Activities shall not allow the sale, dispensing, or consumption of alcoholic beverages

## **ADVISORY NOTIFICATION DOCUMENT**

### **Planning**

**Planning. 12**                                 **General - L. Restriction on Alcohol and Tobacco Sales or Consumption (cont.)**

or tobacco on the site of the Commercial Cannabis Activity.

**Planning. 13**                                 **General - M. Restriction on Consumption**

Cannabis shall not be consumed or used on the lot of any Commercial Cannabis Activity.

**Planning. 14**                                 **General - N. Security - Part 1**

A Commercial Cannabis Activity shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent the theft of Cannabis or Cannabis Products at the Commercial Cannabis Activity and to ensure emergency access in accordance with applicable Fire Code standards. Guard dogs shall not be used at the Commercial Cannabis Activity as a security measure. Security measures shall include, but not be limited to, the following:

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.

2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.

3. A professionally installed, maintained, and monitored alarm system.

4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.

5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

**Planning. 15**                                 **General - N. Security - Part 2**

6. Sensors shall be installed to detect entry and exit from all secure areas.

7. Panic buttons shall be installed in all Commercial Cannabis Activities.

8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

#### General - N. Security - Part 2 (cont.)

9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.

10. A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.

11. A Commercial Cannabis Activity shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.

12. The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sheriff's Department immediately after discovering any of the following:

- a. Significant discrepancies identified during inventory.
- b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
- c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
- d. Any other breach of security.

13. Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel.

14. Cannabis or Cannabis Products shall not be stored outside at any time.

#### Planning. 16

#### General - O. Permit and License Posting

The permittee shall post or cause to be posted at the Commercial Cannabis Activity all required County and State permits and licenses to operate. Such posting shall be in a central location, visible to the patrons, and in all vehicles that deliver or transport Cannabis.

#### Planning. 17

#### General - P. Signage

Signage for a Commercial Cannabis Activity shall comply with the following:

1. In addition to the requirements set forth in this section and California Business and Professions Code section 26152 as may be amended, business identification signage for a Commercial Cannabis Activity shall comply with Section 19.4 of this ordinance.

2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17

#### General - P. Signage (cont.)

the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.

3. No Commercial Cannabis Activity shall publish or distribute advertising or marketing that is attractive to children.

4. No Commercial Cannabis shall advertise or market Cannabis or Cannabis Products on motor vehicles.

5. Except for advertising signs inside a licensed Premises and provided that such advertising signs do not advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.

6. No signs placed on the lot of a Commercial Cannabis Activity shall obstruct any entrance or exit to the building or any window.

7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.

8. Signage shall not be directly illuminated, internally or externally.

9. No banners, flags, billboards, or other prohibited signs may be used at any time.

#### Planning. 18

#### General - Q. Records

1. Each owner and permittee of a Commercial Cannabis Activity shall maintain clear and adequate records and documentation demonstrating that all Cannabis or Cannabis Products have been obtained from and are provided to other permitted and licensed Cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon written request.

2. Each owner and permittee of a Commercial Cannabis Activity shall maintain a current register of the names and contact information, including name, address, and telephone number, of anyone owning or holding an ownership interest in the Commercial Cannabis Activity, and of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the Commercial Cannabis Activity. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.

3. All Commercial Cannabis Activities shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all Cannabis and Cannabis Products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient, primary caregiver for medical purpose or an adult 21 years of age or older who qualifies to purchase adult-use Cannabis.





## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### **Planning. 27** **LCP Landscape Concept Plan required at project submittal (cont.)**

MSHCP regulated areas, ALUC flight areas, recreational trails, and uses shall be identified.

Planting plans shall consider existing landscaping on adjacent and nearby properties and provide a logical transition to the on-site landscaping concepts with designs to prevent abrupt contrasts between properties, typically show 300 feet from project boundary.

If impacts to on-site or nearby biological resources require special treatments, the planting plans shall be reviewed and approved by a professional biologist from the County's official list.

If the project is in the Coachella Valley, the landscape architect shall coordinate with the Riverside County Agricultural Commissioner's for a current list of quarantine plant materials. The number for the Agricultural Commissioner's office is 760-863-8291.

### Planning-All

#### **Planning-All. 1** **Cannabis Retail Operations - 1**

Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.

#### **Planning-All. 2** **Cannabis Retail Operations - 10**

Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.

#### **Planning-All. 3** **Cannabis Retail Operations - 11**

Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.

#### **Planning-All. 4** **Cannabis Retail Operations - 12**

Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.

#### **Planning-All. 5** **Cannabis Retail Operations - 13**

Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.

#### **Planning-All. 6** **Cannabis Retail Operations - 14**

Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.

## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

**Planning-All. 7 Cannabis Retail Operations - 2 (cont.)**

**Planning-All. 7 Cannabis Retail Operations - 2**

Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation.

**Planning-All. 8 Cannabis Retail Operations - 3**

Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age.

**Planning-All. 9 Cannabis Retail Operations - 4**

A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age.

**Planning-All. 10 Cannabis Retail Operations - 5**

Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours.

**Planning-All. 11 Cannabis Retail Operations - 6**

Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area.

**Planning-All. 12 Cannabis Retail Operations - 7**

Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods.

**Planning-All. 13 Cannabis Retail Operations - 8**

Restroom facilities shall be locked and under the control of the Cannabis Retailer.

**Planning-All. 14 Cannabis Retail Operations - 9**

Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.

### Transportation



## ADVISORY NOTIFICATION DOCUMENT

### Transportation

**Transportation. 1                      Trans General Conditions (cont.)**

**Transportation. 1                      Trans General Conditions**

#### General Conditions

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

2. Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site: <http://rctlma.org/trans/>. If you have questions, please call the Plan Check Section at (951) 955-6527.

### Waste Resources

**Waste Resources. 1                      015 - Custom**

1. AB 1826 requires businesses and multifamily complexes to arrange for organic waste recycling services. Those subject to AB 1826 shall take at least one of the following actions in order to divert organic waste from disposal:

- -Source separate organic material from all other recyclables and donate or self-haul to a permitted organic waste processing facility.
- -Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler to ensure the waste generated from those services meet
- the requirements of AB 1826.

2. AB 341 focuses on increased commercial waste recycling as a method to reduce greenhouse gas (GHG) emissions. The regulation requires businesses and organizations that generate four or more cubic yards of waste per week and multifamily units of 5 or more, to recycle. A business shall take at least one of the following actions in order to reuse, recycle, compost, or otherwise divert commercial solid waste from disposal:

- Source separate recyclable and/or compostable material from solid waste and donate or self-haul the material to recycling facilities.
- Subscribe to a recycling service with their waste hauler.
- Provide recycling service to their tenants (if commercial or multi-family complex).
- Demonstrate compliance with the requirements of California Code of Regulations Title 14.

For more information, please visit:

## ADVISORY NOTIFICATION DOCUMENT

### Waste Resources

#### Waste Resources. 1

#### 015 - Custom (cont.)

[www.rivcowm.org/opencms/recycling/recycling\\_and\\_compost\\_business.html#mandatory](http://www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory)

3. Hazardous materials are not accepted at Riverside County landfills. In compliance with federal, state, and local regulations and ordinances, any hazardous waste generated in association with the project shall be disposed of at a permitted Hazardous Waste disposal facility. Hazardous waste materials include, but are not limited to, paint, batteries, oil, asbestos, and solvents. For further information regarding the determination, transport, and disposal of hazardous waste, please contact the Riverside County Department of Environmental Health, Environmental Protection and Oversight Division, at 1.888.722.4234.

- Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.
- The use of mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries is recommended. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

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60. Prior To Grading Permit Issuance

BS-Grade

060 - BS-Grade. 1                      EASEMENTS/PERMISSION                      Not Satisfied

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

A notarized letter of permission and/or recorded easement from the affected property owners or easement holders shall be provided in instances where off site grading is proposed as part of the grading plan.

In instances where the grading plan proposes drainage facilities on adjacent off site property, the owner/ applicant shall provide a copy of the recorded drainage easement or copy of Final Map.

060 - BS-Grade. 2                      IF WQMP IS REQUIRED                      Not Satisfied

If a Water Quality Management Plan (WQMP) is required, the owner / applicant shall submit to the Building & Safety Department, the Final Water Quality Management Plan (WQMP) site plan for comparison to the grading plan.

060 - BS-Grade. 3                      IMPROVEMENT SECURITIES                      Not Satisfied

Prior to issuance of a Grading Permit, the applicant may be required to post a Grading and/or Erosion Control Security. Please contact the Riverside County Transportation Department for additional information and requirements.

Planning-PAL

060 - Planning-PAL. 1                      PRIMP                      Not Satisfied

This site is mapped in the County's General Plan as having a High potential for paleontological resources (fossils). Proposed project site grading/earthmoving activities could potentially impact this resource. HENCE:

**PRIOR TO ISSUANCE OF GRADING PERMITS:**

1. The applicant shall retain a qualified paleontologist approved by the County to create and implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).
2. The project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the County Geologist for approval prior to issuance of a Grading Permit. Information to be contained in the PRIMP, at a minimum and in addition to other industry standards and Society of Vertebrate Paleontology standards, are as follows:
  1. A corresponding County Grading Permit (BGR) Number must be included in the title of the report. PRIMP reports submitted without a BGR number in the title will not be reviewed.
  2. Description of the proposed site and planned grading operations.
  3. Description of the level of monitoring required for all earth-moving activities in the project area.
  4. Identification and qualifications of the qualified paleontological monitor to be employed for grading operations monitoring.
  5. Identification of personnel with authority and responsibility to temporarily halt or divert grading equipment to allow for recovery of large specimens.
  6. Direction for any fossil discoveries to be immediately reported to the property owner who in turn

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60. Prior To Grading Permit Issuance

Planning-PAL

060 - Planning-PAL. 1 PRIMP (cont.) Not Satisfied

will immediately notify the County Geologist of the discovery.

7. Means and methods to be employed by the paleontological monitor to quickly salvage fossils as they are unearthed to avoid construction delays.

8. Sampling of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates.

9. Procedures and protocol for collecting and processing of samples and specimens.

10. Fossil identification and curation procedures to be employed.

11. Identification of the permanent repository to receive any recovered fossil material. \*Pursuant the County "SABER Policy", paleontological fossils found in the County should, by preference, be directed to the Western Science Center in the City of Hemet. A written agreement between the property owner/developer and the repository must be in place prior to site grading.

12. All pertinent exhibits, maps and references.

13. Procedures for reporting of findings.

14. Identification and acknowledgement of the developer for the content of the PRIMP as well as acceptance of financial responsibility for monitoring, reporting and curation fees. The property owner and/or applicant on whose land the paleontological fossils are discovered shall provide appropriate funding for monitoring, reporting, delivery and curating the fossils at the institution where the fossils will be placed, and will provide confirmation to the County that such funding has been paid to the institution.

15. All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (eg. PG), as appropriate. One original signed copy of the report(s) shall be submitted to the County Geologist along with a copy of this condition and the grading plan for appropriate case processing and tracking. These documents should not be submitted to the project Planner, Plan Check staff, Land Use Counter or any other County office. In addition, the applicant shall submit proof of hiring (i.e. copy of executed contract, retainer agreement, etc.) a project paleontologist for the in-grading implementation of the PRIMP.

Safeguard Artifacts Being Excavated in Riverside County (SABER)

Transportation

060 - Transportation. 1 RCTD-MAP-WQ - Santa Ana Region - FINAL WQMP REQUIII Not Satisfied

The project is located in the Santa Ana watershed. An approved Water Quality Management Plan (WQMP) is required prior to recordation of a final map or issuance of a grading permit. The project shall submit a single PDF on two CD/DVD copies, in accordance with the latest version of the WQMP manual, found at <https://rctlma.org/trans/Land-Development/WQMP>. In addition, the project proponent shall ensure that the effects of increased peak flowrate for the 1, 3, 6, 24-hour storm events for the 2, 5, and 10-year return periods from the project are mitigated. All details necessary to build BMPs per the WQMP shall be included on the grading plans.

80. Prior To Building Permit Issuance

BS-Grade

080 - BS-Grade. 1 NO BUILDING PERMIT W/O GRADING PERMIT Not Satisfied

Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Building and Safety Department.

080 - BS-Grade. 2 ROUGH GRADE APPROVAL Not Satisfied

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80. Prior To Building Permit Issuance

BS-Grade

080 - BS-Grade. 2                      ROUGH GRADE APPROVAL (cont.)                      Not Satisfied

Prior to the issuance of any building permit, the applicant shall obtain rough grade approval and/or approval to construct from the Building and Safety Department. The Building and Safety Department must approve the completed grading of your project before a building permit can be issued. Rough Grade approval can be accomplished by complying with the following:

1. Submitting a "Wet Signed" copy of the Grading Report containing substantiating data from the Soils Engineer (registered geologist or certified geologist, civil engineer or geotechnical engineer as appropriate) for his/her certification of the project.
2. Submitting a "Wet Signed" copy of the Rough Grade certification from a Registered Civil Engineer certifying that the grading was completed in conformance with the approved grading plan.
3. Requesting a Rough Grade Inspection and obtaining rough grade approval from a Riverside County inspector.
4. Rough Grade Only Permits: In addition to obtaining all required inspections and approval of all final reports, all sites permitted for rough grade only shall provide 100 percent vegetative coverage or other means of site stabilization as approved by the County Inspector prior to receiving a rough grade permit final.

Prior to release for building permit, the applicant shall have met all rough grade requirements to obtain Building and Safety Department clearance.

E Health

080 - E Health. 1                      Gen - Custom                      Not Satisfied

Water and sewer will serve letter from City of Corona Public Works dated 4/2/2020 received, indicating water and sewer is available.

Updated will serve letter received from City of Corona Public Works dated 8/24/2020, indicating sewer is 300 feet to the east and not fronting the property. This project will be allowed to utilize an OWTS pending final approval from this department.

Project will connect to City of Corona for potable water.

Applicant is proposing to replace existing septic system with a new system to serve new structure. At time of building permit issuance, a C-42 certification of existing septic system and percolation report for design of replacement system that complies with Riverside County Local Agency Management Program (LAMP) will be required. If the percolation report provided at that time indicates that lot conditions will not allow the use of an OWTS or that sewer is a practical option, connection to sewer will be required.

Fire

080 - Fire. 1                      Business Plan Request                      Not Satisfied

Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours, the use of any delayed egress/ingress ( limited access passages) and if open flame devices will be on site.

080 - Fire. 2                      Prior to permit                      Not Satisfied

Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.

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80. Prior To Building Permit Issuance

Fire

080 - Fire. 2                                      Prior to permit (cont.)                                      Not Satisfied

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 3                                      Prior to permit                                      Not Satisfied

1. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet to a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 1/2" x 2 1/2") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3.)
2. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3)

080 - Fire. 4                                      Prior to permit                                      Not Satisfied

1. The Fire Department emergency vehicular access road shall be (all weather surface) capable of sustaining an imposed load of 75,000 lbs. GVW. The approved fire access road shall be in place during the time of construction. Temporary fire access roads shall be approved by the Office of the Fire Marshal. (CFC 501.4)
2. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Office of the Fire Marshal. (CFC 501.4)
3. Fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) as approved by the Office of the Fire Marshal and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1)

Transportation

080 - Transportation. 1                                      RCTD-USE-WQ - ESTABLISH WQMP MAINT ENTITY                                      Not Satisfied

A maintenance plan and signed WQMP/BMP maintenance agreement shall be submitted to the Transportation Department shall be approved and recorded against the property. A maintenance organization will be established with a funding source for the permanent maintenance.

080 - Transportation. 2                                      RCTD-USE-WQ - IMPLEMENT WQMP                                      Not Satisfied

The Project shall construct BMP facilities described in the approved Final County WQMP prior to the issuance of a building permit to the satisfaction of County Grading Inspection Section. The Project is responsible for performing all activities described in the County WQMP and that copies of the approved Final County WQMP are provided to future owners/occupants.

Waste Resources

Plan: CUP190018

Parcel: 102102021

80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 1      080 - Recyclables Collection and Loading Area      Not Satisfied

Trash Enclosures - prior to building permit issuance

Prior to issuance of a building permit, the applicant shall submit one electronic (1) copy of a Recyclables Collection and Loading Area plot plan to the Riverside County Department of Waste Resources for review and approval. The plot plan shall conform to Design Guidelines for Recyclables Collection and Loading Areas, provided by the Department of Waste Resources, and shall show the location of and access to the collection area for recyclable materials, shall demonstrate space allocation for trash and recyclable materials and have the adequate signage indicating the location of each bin in the trash enclosure.

The project applicant is advised that clearance of the Recyclables Collection and Loading Area plot plan only satisfies the Waste Resources' conditions for Recyclables Collection and Loading Areas space allocation and other Recyclables Collection and Loading Area Guideline items. Detailed drawings of the Trash Enclosure and its particular construction details, e.g., building materials, location, construction methods etc., should be included as part of the Project plan submittal to the Riverside County Department of Building and Safety.

080 - Waste Resources. 2      080 - Waste Recycling Plan      Not Satisfied

Prior to issuance of a building permit, a Waste Recycling Plan (WRP) shall be submitted to the Riverside County Department of Waste Resources for approval. At a minimum, the WRP must identify the materials (i.e., concrete, asphalt, wood, etc.) that will be generated by construction and development, the projected amounts, the measures/methods that will be taken to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate. During project construction, the project site shall have, at a minimum, two (2) bins: one for waste disposal and the other for the recycling of Construction and Demolition (C&D) materials. Additional bins are encouraged to be used for further source separation of C&D recyclable materials. Accurate record keeping (receipts) for recycling of C&D recyclable materials and solid waste disposal must be kept. Arrangements can be made through the franchise hauler.

90. Prior to Building Final Inspection

BS-Grade

090 - BS-Grade. 1      PRECISE GRADE APPROVAL      Not Satisfied

Prior to final building inspection, the applicant shall obtain precise grade approval and/or clearance from the Building and Safety Department. The Building and Safety Department must approve the precise grading of your project before a building final can be obtained. Precise Grade approval can be accomplished by complying with the following:

1. Requesting and obtaining approval of all required grading inspections.
2. Submitting a "Wet Signed" copy of the Grading Report from the Soils Engineer (registered geologist or certified geologist, civil engineer or geotechnical engineer as appropriate) for the sub-grade and base of all paved areas.
3. Submitting a "Wet Signed" copy of the Sub-grade (rough) Certification from a Registered Civil Engineer certifying that the sub-grade was completed in conformance with the approved grading plan.
4. Submitting a "Wet Signed" copy of the Precise (Final) Grade Certification for the entire site from a Registered Civil Engineer certifying that the precise grading was completed in conformance with the approved grading plan.

Prior to release for building final, the applicant shall have met all precise grade requirements to obtain Building and Safety Department clearance.

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90. Prior to Building Final Inspection

BS-Grade

090 - BS-Grade. 1                      PRECISE GRADE APPROVAL (cont.)                      Not Satisfied

Fire

090 - Fire. 1                      Prior to final                      Not Satisfied

Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches and remote actuating devices, for access by emergency personnel. (CFC 506.1)

Transportation

090 - Transportation. 1                      RCTD-USE-WQ - WQMP COMPLETION                      Not Satisfied

Prior to Building Final Inspection, the Project is required to furnish educational materials regarding water quality to future owners/occupants, provide an engineered WQMP certification, inspection of BMPs, GPS location of BMPs, ensure that the requirements for inspection and cleaning the BMPs are established, and for businesses registering BMPs with the Transportation Department's Business Storm Water Compliance Program Section.

Waste Resources

090 - Waste Resources. 1                      090 - Form D – Mandatory Commercial Recycling and Organics Recycling                      Not Satisfied  
Form D – Mandatory Commercial Recycling and Organics Recycling

Prior to final building inspection, applicants shall complete a Mandatory Commercial Recycling and Organics Recycling Compliance form (Form D). Form D requires applicants to identify programs or plans that address commercial and organics recycling, in compliance with State legislation/regulation. Once completed, Form D shall be submitted to the Recycling Section of the Department of Waste Resources for approval. To obtain Form D, please contact the Recycling Section at 951-486-3200, or email to: [Waste-CompostingRecycling@rivco.org](mailto:Waste-CompostingRecycling@rivco.org)

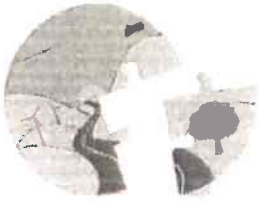
090 - Waste Resources. 2                      090 - Recyclables Collection and Loading Area Inspection                      Not Satisfied

Prior to final building inspection, the applicant shall construct the recyclables collection and loading area in compliance with the Recyclables Collection and Loading Area plot plan, as approved and stamped by the Riverside County Department of Waste Resources, and as verified by the Riverside County Building and Safety Department through site inspection.

090 - Waste Resources. 3                      090 - Waste Reporting Form and Receipts                      Not Satisfied

Prior to final building inspection, evidence (i.e., waste reporting form along with receipts or other types of verification) to demonstrate project compliance with the approved Waste Recycling Plan (WRP) shall be presented by the project proponent to the Planning Division of the Riverside County Department of Waste Resources. Receipts must clearly identify the amount of waste disposed and Construction and Demolition (C&D) materials recycled.





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN                       PUBLIC USE PERMIT                       VARIANCE  
 CONDITIONAL USE PERMIT                       TEMPORARY USE PERMIT

REVISED PERMIT    Original Case No. CU190018

*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.*

### APPLICATION INFORMATION

Applicant Name: Coronita Helping Hands, LLC

Contact Person: Chad Franks                      E-Mail: chad@sdmr.com

Mailing Address: 24092 La Hermosa Avenue  
Laguna Niguel                      CA                      92677  
City                      State                      ZIP

Daytime Phone No: (949) 702-1289                      Fax No: ( )

Engineer/Representative Name: KWC Engineers

Contact Person: Brandon Barnett                      E-Mail: brandon.barnett@kwcengineers.com

Mailing Address: 1880 Compton Avenue, Suite 100  
Corona                      CA                      92881  
City                      State                      ZIP

Daytime Phone No: (951) 734-2130 x203                      Fax No: (951) 734-9139

Property Owner Name: B.B.E. and W. Standard Common Direction Service Company, LLC

Contact Person: Charlie R. Webb/Rosina G. Webb                      E-Mail: c/o caliberdoug@yahoo.com

Mailing Address: 20390 Christo Court  
Perris                      CA                      92570  
City                      State                      ZIP

Daytime Phone No: ( )                      Fax No: ( )

Riverside Office · 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

*"Planning Our Future... Preserving Our Past"*

**APPLICATION FOR LAND USE AND DEVELOPMENT**

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

CHARLIE WEBB

PRINTED NAME OF PROPERTY OWNER(S)

Charlie Webb

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 102-102-021

Approximate Gross Acreage: .52 acres

General location (nearby or cross streets): North of Santiago, South of

Frontage Road \_\_\_\_\_, East of Terrace, West of Via Josefa.

**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

Cannabis Retail Facility

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): Section 19.519

Number of existing lots: 1

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	840		1	Sales office	<input type="checkbox"/>	052993
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

Place check in the applicable row, if building or structure is proposed to be removed.

PROPOSED Buildings/Structures: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
No.*	Square Feet	Height	Stories	Use/Function
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

**APPLICATION FOR LAND USE AND DEVELOPMENT**

6		
7		
8		
9		
10		

\* Match to Buildings/Structures/Outdoor Uses/Areas identified on Exhibit "A".

Check this box if additional buildings/structures exist or are proposed, and attach additional page(s) to identify them.)

Related cases filed in conjunction with this application:

Development Agreement Application

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Are there previous development applications filed on the subject property: Yes  No

If yes, provide Application No(s). CAN190039, PP07341S1, PP07341S2  
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) \_\_\_\_\_ EIR No. (if applicable): \_\_\_\_\_

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes  No

If yes, indicate the type of report(s) and provide a signed copy(ies): \_\_\_\_\_

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes  No

Is this an application for a development permit? Yes  No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

*If not known, please refer to Riverside County's Map My County website to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)*

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

Santa Ana River/San Jacinto Valley

Santa Margarita River

Whitewater River

**APPLICATION FOR LAND USE AND DEVELOPMENT**

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

**HAZARDOUS WASTE AND SUBSTANCES STATEMENT**

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: Coronita Helping Hands, LLC

Address: 24092 La Hermosa Avenue, Laguna Niguel, CA 92677

Phone number: \_\_\_\_\_

Address of site (street name and number if available, and ZIP Code): 2000 Frontage Road, Corona, CA  
92882

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: 102-102-021

Specify any list pursuant to Section 65962.5 of the Government Code: \_\_\_\_\_

Regulatory Identification number: \_\_\_\_\_

Date of list: \_\_\_\_\_

Applicant: *Charlie Will* Date 7/29/19

**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes  No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes  No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) *Charlie Will* Date 7-30-19

Owner/Authorized Agent (2) \_\_\_\_\_ Date \_\_\_\_\_

## **APPLICATION FOR LAND USE AND DEVELOPMENT**

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**This completed application form, together with all of the listed requirements provided on the Land Use and Development Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.**

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\Land Use and Development Condensed application.docx  
Created: 04/29/2015 Revised: 08/03/2018

## NOTICE OF PUBLIC HEARING

A **PUBLIC HEARING** has been scheduled, pursuant to Riverside County Land Use Ordinance No. 348, before the **RIVERSIDE COUNTY PLANNING COMMISSION** to consider a proposed project in the vicinity of your property, as described below:

**CONDITIONAL USE PERMIT NO. 190018 and DEVELOPMENT AGREEMENT NO. 1900011 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and Section 15303 (New Construction or Conversion of Small Structures) – CEQ190090 – Applicant: Coronita Helping Hands, LLC – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Via Santiago, easterly of Ridgeview Terrace, southerly of Frontage Road, and westerly of Via Josefa – 0.52 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Conditional Use Permit No. 190018 proposes to construct a 2,500 sq. ft. building as a storefront for a retail cannabis business with office space for cannabis related business. Development Agreement No. 1900011 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona Area.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.  
DATE OF HEARING: **NOVEMBER 18, 2020**  
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER  
BOARD CHAMBERS, 1ST FLOOR  
4080 LEMON STREET, RIVERSIDE, CA 92501

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed, but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: <https://planning.rctlma.org/>.

For further information regarding this project please contact the Project Planner Gabriel Villalobos at (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org), or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

The Riverside County Planning Department has determined that the above-described application is exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission will consider the proposed application at the public hearing. The case file for the proposed project is available for review via email by contacting the project planner. Please contact the project planner regarding additional viewing methods.

Any person wishing to comment on the proposed project may submit their comments in writing by mail or email, or by phone between the date of this notice and the public hearing; or, you may appear and be heard at the time and place noted above. You may participate remotely by registering with the Planning Department. All comments received prior to the public hearing will be submitted to the Planning Commission for consideration, in addition to any oral testimony, before making a decision on the proposed project. All correspondence received before and during the meeting will be distributed to the Planning Commission and retained for the official record.

If this project is challenged in court, the issues may be limited to those raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:  
RIVERSIDE COUNTY PLANNING DEPARTMENT  
Attn: Gabriel Villalobos  
P.O. Box 1409, Riverside, CA 92502-1409

**PROPERTY OWNERS CERTIFICATION FORM**

I, VINNIE NGUYEN certify that on September 21, 2020,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers 102-102-021 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9<sup>TH</sup> Floor

Riverside, Ca. 92502

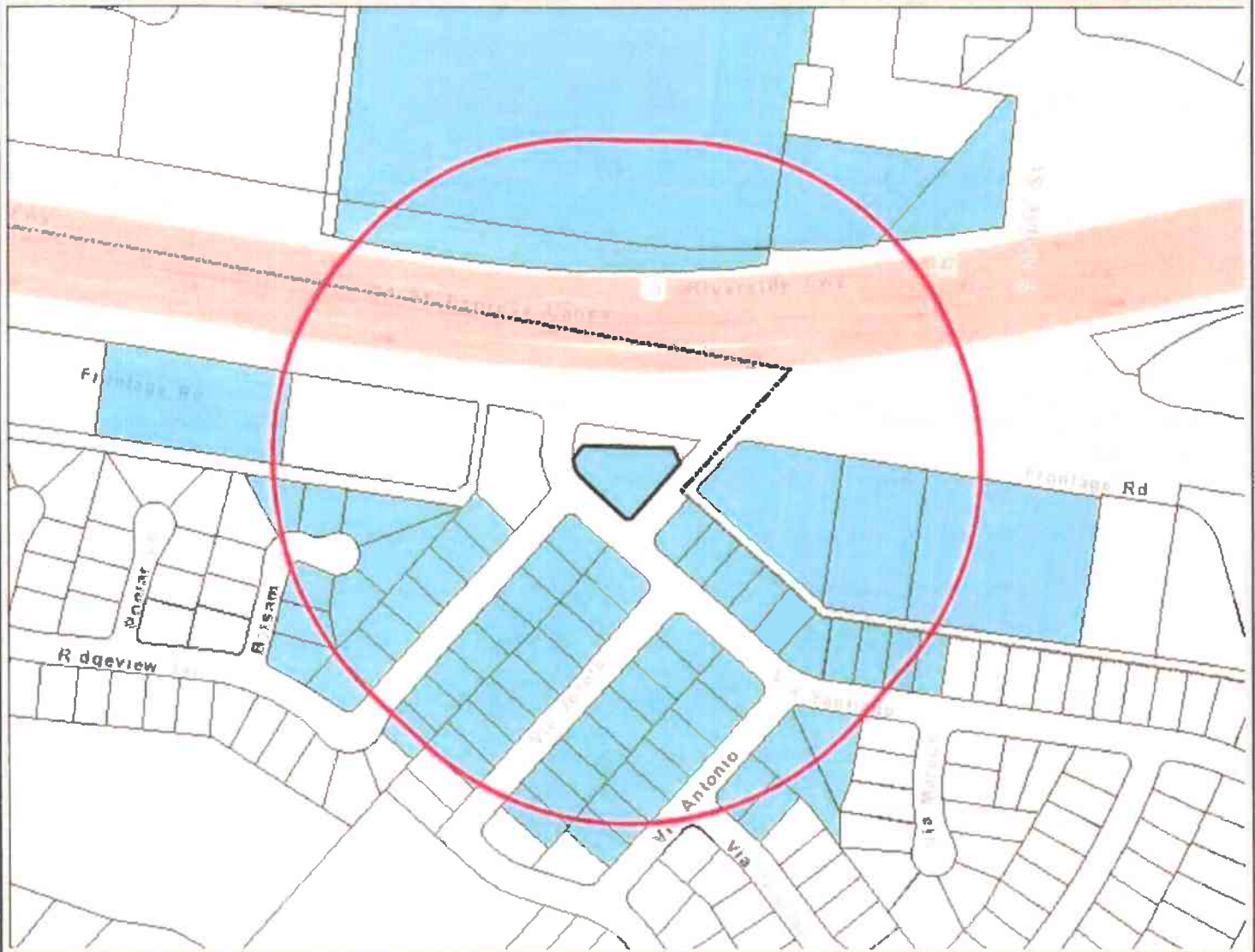
TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158



# Riverside County GIS Mailing Labels

CUP190018 / DA1900011

( 600 feet buffer )



### Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

### Notes



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...9/21/2020 12:58:45 PM

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102212003  
OROSCO RIGOBERTO GODINEZ & VICTORIA  
420 YELLOWSTONE CIR  
CORONA CA 92879

102212011  
JUAN A. VARELA  
722 VIA ANTONIO  
CORONA CA 92882

102101007  
JESSE TEASLEY  
2067 RIDGEVIEW TER  
CORONA CA 92882

102211004  
RONALD W. HINE  
740 VIA JOSEFA  
CORONA CA 92882

102211010  
SHIRLEY J. GILLMASTER  
686 VIA JOSEFA  
CORONA CA 92882

102212007  
GARRY R. GAEKEL  
713 VIA JOSEFA  
CORONA CA 92882

102212013  
JAMES H. EDWARDS  
740 VIA ANTONIO  
CORONA CA 92882

102215001  
RICHARDO OCHOA  
1983 VIA TRINIDAD  
CORONA CA 92882

102101010  
ROBERT ELIAS  
2091 RIDGEVIEW TERR  
CORONA CA 92882

102102015  
KEVIN W. HARRIS  
2136 N ALONA ST  
SANTA ANA CA 92706

102250043  
JAMES ALVAREZ  
1995 VIA SANTIAGO  
CORONA CA 92882

102250053  
COUNTRY SUITES CORONA WEST  
355 BRISTOL ST NO A  
COSTA MESA CA 92620

102101006  
JULIE MCINTYRE  
2057 RIDGEVIEW TERR  
CORONA CA 92882

102101016  
REESE MELBA J  
701 BALSAM LN  
CORONA CA 92882

102101039  
STEVE ZUNIGA  
711 BALSAM LN  
CORONA CA 92882

102102014  
TERESA MELGOZA  
2074 RIDGEVIEW TERR  
CORONA CA 92882

102211006  
MIGUEL V. GUERRERO  
722 VIA JOSEFA  
CORONA CA 92882

102211007  
LUIS DELGADO  
714 VIA JOSEFA  
CORONA CA 92882

102211008  
FELIPE M. GUTIERREZ  
700 VIA JOSEFA  
CORONA CA 92882

102211009  
MIGUEL OREGEL  
692 VIA JOSEFA  
CORONA CA 92882

102250038  
SATUALA SINA DUENAS  
1947 VIA SANTIAGO  
CORONA CA 92882

102101011  
FIDEL NAVA  
760 BALSAM LN  
CORONA CA 92882

102101004  
CARLOS JOSE CHACON  
765 N MAIN ST  
CORONA CA 92880

102101009  
RUBEN MORENO  
2081 RIDGEVIEW TERR  
CORONA CA 92882

102101014  
EDWARD JOSEPH HANLEY  
710 BALSAM LN  
CORONA CA 92882

102102013  
ISIDRO FRANCO  
2080 RIDGEVIEW TERR  
CORONA CA 92882

102102018  
EDUARDO LOZANO  
4360 FLINT ST  
CORONA CA 92883

102040035  
DART WAREHOUSE CORP  
1430 S EASTMAN AVE  
COMMERCE CA 90023

102040039  
UNITED RENTALS NORTHWEST INC  
13727 NOEL RD NO 900  
DALLAS TX 75240

102250041  
RAFAEL LOPEZ  
1979 VIA SANTIAGO  
CORONA CA 92882

102212010  
EFRAIN MERAZ  
714 VIA ANTONIO  
CORONA CA 92882

102212014  
FRANCISCO OTONIEL RAMIREZ  
752 VIA ANTONIO  
CORONA CA 92882

102212015  
MARTIN FLORES  
756 VIA ANTONIO  
CORONA CA 92882

102101008  
MIRLA ADRIANA REYES  
2077 RIDGEVIEW TERR  
CORONA CA 92882

102101018  
ALAN E. GONZALEZ  
721 BALSAM LN  
CORONA CA 92882

102102017  
ELIZABETH L. EDMUNDS  
2044 RIDGEVIEW TERR  
CORONA CA 92882

102212009  
ROBERTO MADRIGAL  
691 VIA JOSEFA  
CORONA CA 92882

102250042  
RAYMOND WEIGAND  
1987 VIA SANTIAGO  
CORONA CA 92882

102212002  
HECTOR PEREZ  
1592 SAN ALAMEDA  
CORONA CA 92882

102212004  
JEFFREY CORONA  
739 VIA JOSEFA  
CORONA CA 92882

102212012  
RICARDO C. VILLASENOR  
734 VIA ANTONIO  
CORONA CA 92882

102212016  
MARTIN RANGEL  
760 VIA ANTONIO  
CORONA CA 92882

102215002  
MANUEL PINEDA  
1977 VIA TRINIDAD  
CORONA CA 92882

102250040  
JOSE L. RAMOS  
1967 VIA SANTIAGO  
CORONA CA 92882

102040036  
RIVERSIDE COUNTY TRANSPORTATION  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102211005  
MARIA OLIVA LARA  
734 VIA JOSEFA  
CORONA CA 92882

102212008  
VINCENT M. MADRIGAL  
701 VIA JOSEFA  
CORONA CA 92882

102250055  
MIGUELS PROP  
P O BOX 1224  
CORONA CA 92878

102250036  
JOSE EFRAIN PENA  
1931 VIA SANTIAGO  
CORONA CA 92882

102250039  
SWH 2017 1 BORROWER  
8665 E HARTFORD DR NO 200  
SCOTTSDALE AZ 85255

102250045  
LINDA C. ANDERSON  
2011 VIA SANTIAGO  
CORONA CA 92882

102270012  
SCW  
104 MAPLE ST  
CORONA CA 92882

102102019  
DAVID YU  
2020 RIDGEVIEW TERR  
CORONA CA 92882

102101015  
NICOLE JACQUELINE DYAL  
700 BALSAM LN  
CORONA CA 92882

102102012  
ANGELICA SANTANA  
2090 RIDGEVIEW TERR  
CORONA CA 92882

102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

102250037  
JOSE MIRANDA  
1939 VIA SANTIAGO  
CORONA CA 92882

102250044  
RODRIGO G. CONTRERAS  
2001 VIA SANTIAGO  
CORONA CA 92882

102250054  
COUNTRY SUITES CORONA WEST LTD  
355 BRISTOL ST NO A  
COSTA MESA CA 92626

102101005  
JOSE SANTIAGO VALDEZ  
2047 RIDGEVIEW TERR  
CORONA CA 92882

102101012  
ARTHUR MENDOZA GARCIA  
750 BALSAM LN  
CORONA CA 92882

102101013  
MARIO GARCIA  
740 BALSAM LN  
CORONA CA 92882

102101037  
RIVERSIDE COUNTY TRANSPORTATION COMM  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102102016  
CANTONWINE FAMILY TRUST DATED 02/22/2019  
2054 RIDGEVIEW TERR  
CORONA CA 92882

102212005  
RICHARD D. BOUKES  
733 VIA JOSEFA  
CORONA CA 92882

102212006  
MARTIN JESUS REYES  
723 VIA JOSEFA  
CORONA CA 92882

102215005  
EDGAR RAMOS  
723 VIA ANTONIO  
CORONA CA 92882

102215006  
HELEN MARIE STOCKTON  
1950 VIA SANTIAGO  
CORONA CA 92882

102211003  
RAFAEL MONTEJANO  
746 VIA JOSEFA  
CORONA CA 92882

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Engineer/Rep:**

KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Engineer/Rep:**

KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Owner:**

B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570

**Owner:**

B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570

**Non-County Agencies:**

Kirkland West  
Habitat Defense Council  
PO Box 7821  
Laguna Niguel, Ca, 92607-7821

Richard Drury  
Komalpreet Toor  
Lozeau Drury, LLP  
1939 Harrison Street, Suite 150  
Oakland, CA 94612



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Charissa Leach, P.E.**  
**Interim TLMA Director**

## NOTICE OF EXEMPTION

TO:  Office of Planning and Research (OPR) FROM: Riverside County Planning Department  
 P.O. Box 3044  4080 Lemon Street, 12th Floor  38686 El Cerrito Road  
 Sacramento, CA 95812-3044  County of Riverside County Clerk P. O. Box 1409 Palm Desert, CA 92201  
 Riverside, CA 92502-1409

**Project Title/Case No.:** Conditional Use Permit No. 190018 (CUP190018)/Development Agreement No. 1900011 (DA1900011)

**Project Location:** The project is located north of Via Santiago, east of Ridgeview Terrace, south of Frontage Rd, and west of Via Josefa.

**Project Description:** Conditional Use Permit No. 190018 proposes to demolish the existing modular building and construct a 2,500-square-foot building as a storefront for a retail cannabis business with office space for cannabis related business and associated site work including the repaving of the parking area and the addition of landscaping ("Project"). Development Agreement No. 1900011 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900011 and Conditional Use Permit No. 190018 and will provide community benefits to the Highgrove Area.

**Name of Public Agency Approving Project:** Riverside County Planning Department

**Project Applicant & Address:** Coronita Helping Hands, c/o Chad Franks, 24092 La Hermosa Avenue, Laguna Niguel, CA 92677

**Exempt Status: (Check one)**

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption (Sec. 15301(f)(3), Sec. 15303, Sec. 15061(b)(3))
- Statutory Exemption (\_\_\_\_\_)
- Other: \_\_\_\_\_



NOTICE OF EXEMPTION

Reasons why project is exempt: This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301(I)(3) (Existing Facilities). This exemption specifically states "a store, motel, office, restaurant, and similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use." The proposal for CUP190018 shall include the demolition of an existing 840-square foot modular structure for the development of a new, 2,500 square foot Cannabis storefront retailer. Under this categorical exemption, the demolition and replacement of the current modular structure with the new stick built building would be exempted as the project is located within an urbanized area and shall include a similar small commercial structure with an occupant load considered to be less than 30 people based off of the gross floor area of the reception retail sales area.

In addition, the project is also exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts construction and location of new, small facilities or structures, including but not limited to a store not involving the use of significant amounts of hazardous substances and not exceeding 2500 square feet in floor area. The Project includes the demolition of an existing 840-square-foot modular structure and the construction of a new, 2,500-square-foot Cannabis retail storefront not involving the use of significant amounts of hazardous substances. Therefore, the project as proposed, qualifies for the Section 15303 (New Construction or Conversion of Small Structures) exemption.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which states: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the demolition of the existing modular structure onsite and the construction of a new 2,500 square foot Cannabis retail storefront. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) states: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

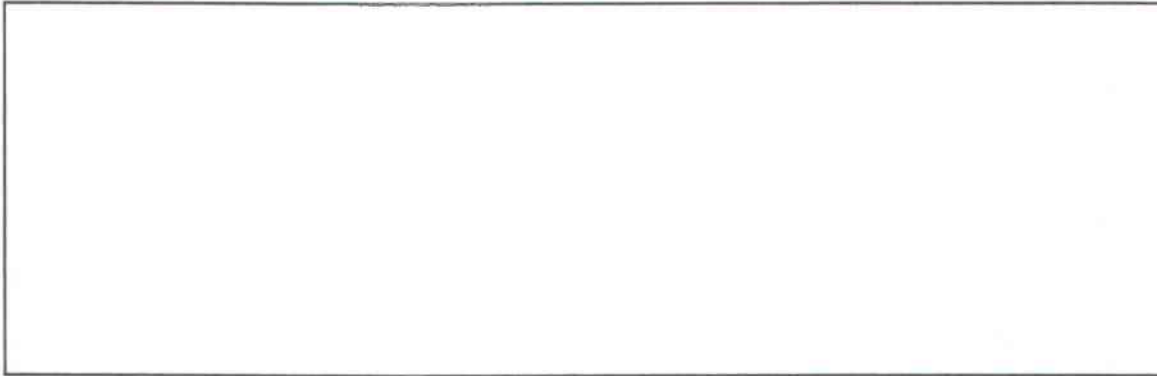
Gabriel Villalobos (951) 955-6184  
County Contact Person Phone Number  
Gabriel Villalobos Project Planner 11/12/20  
Signature Title Date

Date Received for Filing and Posting at OPR: \_\_\_\_\_

Revised: 10/28/2020: Y:\Planning Master Forms\Templates\CEQA Forms\Form\_NOE.docx

NOTICE OF EXEMPTION

Page 2



Recorded at request of  
Clerk, Board of Supervisors  
County of Riverside

When recorded return to  
Assistant TLMA Director – Planning and Land Use  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 1900011

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

CORONITA HELPING HANDS, LLC

DOUGLAS HELDOORN

CHAD FRANKS

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DEVELOPMENT AGREEMENT NO. 1900011

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), and the persons and entities listed below (hereinafter "OWNER"):

Coronita Helping Hands, LLC  
Douglas Heldoorn  
Chad Franks

RECITALS

WHEREAS, COUNTY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code; and,

WHEREAS, COUNTY has adopted Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements (hereinafter "Procedures and Requirements"), pursuant to Section 65865 of the Government Code; and,

WHEREAS, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

WHEREAS, the best interests of the citizens of Riverside County and the public health, safety and welfare will be served by entering into this Agreement; and,

WHEREAS, all of the procedures of the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) have been met with respect to the Project and the Agreement; and,

WHEREAS, this Agreement and the Project are consistent with the Riverside County General Plan and any specific plan applicable thereto; and,

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings,

votes, and other procedural matters; and,

WHEREAS, this Agreement will confer substantial private benefits on OWNER by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and,

WHEREAS, OWNER proposes to develop the Property to be used for the Commercial Cannabis Activity described in Exhibit E (“the Development Plan”); and,

WHEREAS, Riverside County Ordinance 348.4898 (hereafter “Ordinance 348.4898”) establishes a regulatory permitting process for Commercial Cannabis Activities and prohibits all Commercial Cannabis Activities in all land use zones without the benefit of a land use permit issued by the COUNTY; and,

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan provisions, to ensure that the County does not disproportionately bear the burden of commercial cannabis activities throughout the County, to ensure the County receives public benefits for the commercial cannabis activities, to ensure there are adequate resources available for enforcement of permitted and unpermitted commercial cannabis activities, and to give cannabis owners and property owners certainty as to the County’s requirements; and,

WHEREAS, this Agreement complies with the provisions of both Ordinance No. 348.4898 and Board Policy B-9; and,

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as

follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means an amount equal to \$16.00 multiplied by the entire Cannabis Area, as shown on Exhibit "G", and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

1.1.3 "Commercial Cannabis Activity" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of Cannabis and cannabis products as provided for in Ordinance No. 348, as amended through Ordinance No. 348.4898, and any other subsequently adopted zoning ordinance amendment or subsequently adopted zoning ordinance.

1.1.4 "Conditional Use Permit" means the land use permit required by COUNTY to conduct Commercial Cannabis Activities.

1.1.5 "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.6 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction or reconstruction of buildings and structures; the tenant improvements of structures, and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with use of the Property and for development of the Property for Commercial Cannabis Activities including, but not limited to:

- (a) Conditional use permits, and site plans;
- (b) Zoning Amendments;
- (c) General Plan Amendments
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits;
- (f) Any permits or entitlements necessary from the COUNTY;
- (g) Any easements necessary from COUNTY or any other land owner;
- (h) Specific plans and specific plan amendments;
- (i) Right of Entry agreements

1.1.8 "Development Exaction" means any requirement of the COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 "Development Plan" means the Existing or Proposed Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.10 "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.11 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.12 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.13 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "OWNER" means the owner of the PROPERTY and the persons and entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the Commercial Cannabis Activity for which a license or permit is being sought, unless the interest is solely a security, lien, or encumbrance.

2. The chief executive officer of a nonprofit or other entity for the Commercial Cannabis Activity.

3. A member of the board of directors of a nonprofit for the Commercial Cannabis Activity.

4. An individual who will be participating in the direction, control, or management of the person applying for a Commercial Cannabis Activity Conditional Use Permit or State license.”

1.1.16 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.5 of this Agreement.

1.1.19 “Subsequent Development Approvals” means all Development Approvals approved subsequent to the Effective Date in connection with development of the Property.

1.1.20 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.21 “Transfer” means sale, assignment, lease, sublease or any other transfer of a legal or equitable interest in the Property.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

- Exhibit “A” - Legal Description of the Property
- Exhibit “B” - Map Showing Property and Its Location
- Exhibit “C” - Existing Development Approvals
- Exhibit “D” - Existing Land Use Regulations
- Exhibit “E” - Commercial Cannabis Activity Site Plan & Description
- Exhibit “F” - Applicable Annual Public Benefits Base Payments
- Exhibit “G” - Commercial Cannabis Area calculation exhibit.
- Exhibit “H” - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of a legal or equitable interest in the Property or a portion thereof.

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of ten years thereafter, unless this term is modified or extended for one additional five year term pursuant to the provisions of this Agreement and so long as the Project is in compliance with all applicable conditions of approval and County ordinances.

2.4 Transfer.

2.4.1 Right to Transfer. OWNER shall have the right to transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No transfer of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such transfer or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form reasonably acceptable to COUNTY, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The transferee provides COUNTY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5 Amendment or Cancellation of Agreement.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

2.5.2 Modification to Additional Annual Public Benefit. At the time of the Agreement's Effective Date, Ordinance No. 348 requires a separation of 1,000 feet between cannabis retailers. In the event Ordinance No. 348 is amended and reduces the separation between cannabis retailers to less than 1,000 feet, the parties acknowledge that an amendment to the Agreement modifying the Additional Annual Public Benefit may be proposed by the OWNER and processed in accordance with Section 2.5.1 of this Agreement and the County's Procedures and Requirements for the Consideration of Development Agreements.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity,



OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190018) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements set forth in Resolution No. 2020-124.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190018.

(f) Federal Enforcement of the Federal Controlled Substances Act against OWNER or the COUNTY. The parties understand that cannabis is still classified as a Schedule I Drug under the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq. In the event there is federal enforcement of the Federal Controlled Substances Act against the COUNTY for the COUNTY's enactment of a comprehensive, regulatory framework for commercial cannabis activities or against OWNER for OWNER's own commercial cannabis activities, this Agreement shall be deemed terminated and of no further effect.

(g) Revocation of a Commercial Cannabis Activity Conditional Use Permit or State License.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

## 2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either:  
(i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when

delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors  
Riverside County Administrative Center  
4080 Lemon Street, First Floor  
Riverside, CA 92502  
Fax No. (951) 955-1071

with copies to:

County Executive Officer  
Riverside County Administrative Center  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use  
Transportation and Land Management Agency  
Riverside County Administrative Center,  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1817

and

County Counsel  
County of Riverside  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Fax No. (951) 955-6363

If to OWNER:

Douglas Heldoorn  
2917 Argyle Circle  
Corona, CA 92879

Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or

appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
  - (b) Increase the density or intensity of use of the Property as a whole;
- or,
- (c) Increase the maximum height and size of permitted buildings or structures;
- or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
  - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.5 Reservations of Authority.

3.5.1 Limitations. Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.
- (d) Regulations imposing Development Exactions. Development Exactions shall be applicable to development of the Property if such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such

subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement or require changes in plans, maps or permits approved by the COUNTY, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated business activity, and it is subject to various state and local laws and regulations.

This Agreement does not, and the County cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

3.6. Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject to a development agreement, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190039, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

#### 4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the base payment calculated per Section 1.1.2 of this Agreement (“Base Payment”); provided, however, that such initial annual base payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.2.2 Subsequent Annual Base Payments. The Annual Base Payment shall be subject to annual increases in an amount of 2%. Prior to the first July 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

4.3 Annual Additional Public Benefits. OWNER shall perform Additional Public Benefits identified in Exhibit “H” that will benefit the community in which the Commercial Cannabis Activity is located. Prior to the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the additional annual public benefit set forth in Exhibit “H” of this Agreement (“Additional Public Benefit”); provided, however, that such initial annual payment shall be prorated based on the

number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit "H" shall be subject to annual increases in an amount of 5%. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 5% annual increase.

4.4 Taxes. Nothing herein shall be construed to relieve OWNER from paying and remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the County pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee or charge.

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

Should the Property be included within such a special assessment district, community facilities district or other financing entity, the following provisions shall be applicable:



(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit and administration fee as set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 190018 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190018 and consistency with the Request for Proposal Responses associated with CAN 190039

including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of an annual review or a special review, the TLMA Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

(c) If the Board finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.6 Proceedings Upon Modification or Termination. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.7 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.8 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

## 7. INCORPORATION AND ANNEXATION.

7.1 Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement shall survive and be binding upon such other jurisdiction.

7.2 Incorporation. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

7.3 Annexation. OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless both OWNER and COUNTY give written consent to such annexation.

## 8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

Notwithstanding anything in this Article 8 to the contrary, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

- (a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.
- (b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT A CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

  
OWNER Initials

  
OWNER Initials

  
OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 2.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.6 Attorneys' Fees. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

## 9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. COUNTY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with COUNTY's determination. The parties acknowledge that:

(a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. COUNTY shall promptly notify OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If COUNTY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If this Agreement is signed by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon



the default of the other party; shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. Unless expressly stated herein, this Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide, in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_


Karen Spiegel  
Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board


By: \_\_\_\_\_

Deputy  
(SEAL)

FORM APPROVED COUNTY COUNSEL  
BY:  5/10/21  
MICHELLE CLACK DATE

Coronita Helping Hands LLC, a  
California Limited Liability Company

Dated: 3/11/21

By:   
Douglas Heldoorn  
Chairman of the Board of Managers

Dated: 3/11/21

By:   
Douglas Heldoorn

Dated: 3/8/21

By:   
Chad Franks

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.  
EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO  
CORPORATE OFFICERS.)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

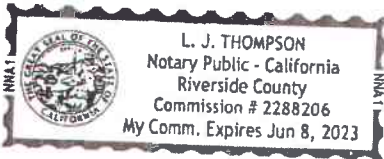
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On 03/11/2021 before me, L.J. Thompson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Douglas Heldorn  
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 [Handwritten 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: Development Agreement Document Date: \_\_\_\_\_  
Number of Pages: 38 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: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 3/8/2021 before me, Gregory Nacham / Notary Public  
(insert name and title of the officer)

personally appeared Chad Franks  
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 [Handwritten Signature]

(Seal)



EXHIBIT "A"

Development Agreement No. 1900011

LEGAL DESCRIPTION OF PROPERTY

A PORTION OF THE TOMAS YORBA ALLOTMENT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN FILE IN BOOK 2, PAGE 7 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 46 OF TRACT NO. 2319, IN BOOK 43, PAGES 74 TO 76 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 46, BEING ALONG THE EASTERLY LINE OF RIDGEVIEW TERRACE, 60.00 FEET WIDE, NORTH 15° 29' 00" EAST, 125.45 FEET TO THE BEGINNING OF THE TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11° 31' 15", AN ARC DISTANCE OF 46.25 FEET TO THE BEGINNING OF A RESERVE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 13.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83° 04' 46", AN ARC DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF FRONTAGE ROAD, 50.00 FEET WIDE DESCRIBED AS PARCEL 1 IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 8, 1964, AS INSTRUMENT NO. 70146, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY OF CALIFORNIA;

THENCE ALONG SAID SOUTH LINE NORTH 87° 02' 31" EAST, 102.96 FEET TO THE BEGINNING OF A CURVE THEREIN, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,344.00 FEET; A RADIAL LINE TO SAID BEGINNING BEARS NORTH 02° 57' 29" WEST; THENCE EASTERLY 272.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 36' 29"; THENCE SOUTH 81° 21' 00" EAST, 964.44 FEET ON SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON SAID SOUTH LINE SOUTH 81° 21' 00" EAST, 430.54 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID TOMAS YORBA ALLOTMENT; THENCE SOUTH 42° 03' 10" WEST, ALONG SAID SOUTHEASTERLY LINE TO THE MOST EASTERLY CORNER OF SAID TRACT 2319, SAID POINT BEING THE BEGINNING OF A CURVE IN THE NORTHERLY LINE OF SAID TRACT, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 13.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC DISTANCE OF 20.42 FEET; THENCE NORTH 47° 56' 50" WEST, 150.00 FEET; THENCE SOUTH 42° 03' 10" WEST 168.25 FEET; THENCE NORTH 47° 56' 50"

WEST, 103.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF THE LAND DESCRIBED IN THE DECLARATION EXECUTED BY D. N. SCHNEIDER, RECORDED JUNE 1, 1964 AS INSTRUMENT NO. 67189, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 08° 39' 00" EAST, 183.35 FEET ON SAID EAST LINE TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF PARCEL 2 OF DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 8, 1964 AS INSTRUMENT NO. 70146, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 1 IN TRACT NO. 2319; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LAND OF SAID LOT 1, NORTH 42° 03' 10" EAST, 101.87 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 72° 30' 01", A RADIUS OF 13.00 FEET AND A TANGENT DISTANCE OF 9.53 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 16.45 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 39° 05' 51", A RADIUS OF 130.00 FEET AND A TANGENT DISTANCE OF 46.16 FEET; THENCE ALONG SAID REVERSE CURVE AN ARC LENGTH OF 88.71 FEET TO A POINT ON A TANGENT LINE;

THENCE ALONG SAID LINE NORTH 08° 39' 00" EAST, 44.68 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 13.00 FEET, AND A TANGENT DISTANCE OF 13.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 20.42 FEET TO A POINT ON A TANGENT LINE;

THENCE ALONG SAID LINE SOUTH 81° 21' 00" EAST, 86.00 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 13.00 FEET, AND A TANGENT DISTANCE OF 13.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 20.42 FEET TO A POINT ON A TANGENT LINE; THENCE ALONG SAID LINE, SOUTH 08° 39' 00" EAST, 44.68 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 56° 35' 50", A RADIUS OF 70.00 FEET AND A TANGENT DISTANCE OF 37.69 FEET;

THENCE ALONG SAID CURVE AN ARCH LENGTH OF 69.15 FEET TO A POINT ON A TANGENT LINE; THENCE ALONG SAID LINE, NORTH 47° 56' 50" WEST, 30.00 FEET TO THE POINT; THENCE SOUTH 42° 03' 10" WEST, 66.38 FEET TO THE TRUE POINT OF BEGINNING. ALSO, EXCEPTING THEREFROM THAT PORTIONS CONDEMNED IN THE FINAL ORDER OF CONDEMNATION, RECORDED MARCH 09, 2016 AS INSTRUMENT NO. 2016-0092524 AND OCTOBER 01, 2018 AS INSTRUMENT NO. 2018-0390826, BOTH OF OFFICIAL RECORDS.



ALSO, EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, MINERALS AND ANY OTHER HYDROCARBON SUBSTANCES LOCATED IN OR UNDER THE ABOVE DESCRIBED PROPERTY, PROVIDED HOWEVER THAT NO EXPLORATION OR PRODUCTION ACTIVITIES SHALL BE PERMITTED ON THE SURFACE OR WITHIN 500.00 FEET OF THE SURFACE, AS RESERVED BY CHARLES A. THOMAS AND LAURETTA THOMAS, HIS WIFE, IN DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 1635, PAGE 139, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO, EXCEPT THE REMAINDER INTERESTS IN ALL OIL, MINERALS AND OTHER HYDROCARBON SUBSTANCES LOCATED IN OR UNDER THE ABOVE DESCRIBED PROPERTY NOT PREVIOUSLY RESERVED TO OTHER PERSON, PROVIDED HOWEVER, THAT NO EXPLORATION OR PRODUCTION ACTIVITIES SHALL BE PERMITTED WITHIN 500.00 FEET OF THE SURFACE, AS RESERVED BY LESTER L. LEV AND ELIZABETH L. LEV, HUSBAND AND WIFE, IN DEED RECORDED APRIL 13, 1962 IN BOOK 3117, PAGE 431, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 102-102-021

EXHIBIT "B"

Development Agreement No. 1900011

MAP OF PROPERTY AND ITS LOCATION

Supervisor: Spiegel  
District 2

**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP190018 DA1900011**  
**VICINITY/POLICY AREAS**

Date Drawn: 09/21/2020  
Vicinity Map



Zoning Area: West Corona

Author: Vinnie Nguyen

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Ordinance that revised the zoning codes. The new Ordinance includes provisions for the City of Corona. The new Ordinance has been adopted by the County Board of Supervisors. For further information, please contact the Riverside County Planning Department at 70900 La Brea Avenue, Suite 100, Riverside, CA 92506.



EXHIBIT "C"

Development Agreement No. 1900011

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS

Conditional Use Permit No. 190018

Plot Plan No. 07341S1

Plot Plan No. 07341S2

The development approvals listed above include the approved maps and all conditions of approval.

COPIES OF THE EXISTING DEVELOPMENT APPROVALS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "D"

Development Agreement No. 1900011

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4933
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements of the  
County of Riverside for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "E"

Development Agreement No. 190011

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190018 permits a storefront cannabis business within a 2,500 square foot building.





EXHIBIT "F"

Development Agreement No. 1900011

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190018 includes a building totaling 2,500 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$40,000 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900011

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 2,500 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".



## EXHIBIT "H"

Development Agreement No. 1900011

### COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$50,000 with an annual increase of 5%. The COUNTY will utilize the additional annual public benefit within the surrounding community for additional public benefits, including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190039, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

Maxwell, Sue

21.1 ✓

**From:** cob@rivco.org  
**Sent:** Tuesday, April 13, 2021 9:58 AM  
**To:** COB  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Jeff  
Last Name: Wilson  
Address (Street, City and Zip): via santiago, corona ca  
Phone: 5625027778  
Agenda Item # or Public Comment: 21.1 14837  
State your position below: Support  
Comments: I support cannabis and cannabis reform!

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210330. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

21.1

**Maxwell, Sue**

---

**From:** cob@rivco.org  
**Sent:** Tuesday, April 13, 2021 10:11 AM  
**To:** COB; joe@nextgenenterprises.biz  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Joe  
Last Name: Velazquez  
Phone: 9496919700  
Email: joe@nextgenenterprises.biz  
Agenda Date: 04/13/2021  
Agenda Item # or Public Comment: #21.1 14837

State your position below: Support

Comments: I am in support of CUP #190018 for Coronita Helping Hands LLC. All cannabis projects have taken too long to come to fruition. They will bring economic support by generating taxes and bringing more jobs to the area. There is no need for any further delay! Thank you for allowing my comment.

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210330. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Maxwell, Sue

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**From:** cob@rivco.org  
**Sent:** Tuesday, April 13, 2021 10:11 AM  
**To:** COB; joe@nextgenenterprises.biz  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Joe  
Last Name: Velazquez  
Phone: 9496919700  
Email: joe@nextgenenterprises.biz  
Agenda Date: 04/13/2021  
Agenda Item # or  
Public Comment: #21.1 14837

State your  
position below: Support

Comments: I am in support of CUP #190018 for Coronita Helping Hands LLC. All cannabis projects have taken too long to come to fruition. They will bring economic support by generating taxes and bringing more jobs to the area. There is no need for any further delay! Thank you for allowing my comment.

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210330. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.**

## Maxwell, Sue

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**From:** cob@rivco.org  
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**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Jeff  
Last Name: Wilson  
Address (Street, City and Zip): via santiago, corona ca  
Phone: 5625027778  
Agenda Item # or Public Comment: 21.1 14837  
State your position below: Support  
Comments: I support cannabis and cannabis reform!

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210330. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**



✓

## Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Dean Stamp

Address: 1994 VIA DEL RIO

City: CARONA Zip: 92882

Phone #: 951-734-8028

Date: 4-13-21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

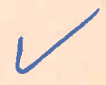
Position on "Regular" (non-appealed) Agenda Item:

       Support      X   Oppose           Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

       Support           Oppose           Neutral

I give my 3 minutes to: \_\_\_\_\_



# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Thomas Price

Address: 7029 East Havco St

City: Long Beach Zip: 90808

Phone #: 562 477 9987

Date: 13 April 2021 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support       Oppose       Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support       Oppose       Neutral

I give my 3 minutes to: \_\_\_\_\_



# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: ANNE FRIED

Address: 735 VIA MARCOS

City: CORONITA Zip: 92882

Phone #: 951-237-2658

Date: 04/13/21 Agenda # 21.

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

       Support              Oppose             Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

       Support             Oppose             Neutral

I give my 3 minutes to: ANNE FRIED

21.1 ✓

# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: MORALES, DAVID

Address: \_\_\_\_\_

City: CORONA Zip: 92881

Phone #: 909) 567-6998

Date: 4/13/21 Agenda # 2121

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support       Oppose       Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support       Oppose       Neutral

I give my 3 minutes to: \_\_\_\_\_

21-1 ✓

# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: DENNIS ROBERTS

Address: 3249 WALKENRIDGE DR

City: CORONA Zip: 92881

Phone #: 480-544-6756

Date: 4-13-2021 Agenda # 2127 HAVEN

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

✓ 21-1

# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: TRENT ZEPEDA

Address: 3536 HAWTHORNE DR

City: CORONA Zip: 92881

Phone #: 951-264-5555

Date: 4/13/21 Agenda # 2121

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support     Oppose     Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support     Oppose     Neutral

I give my 3 minutes to: \_\_\_\_\_

21-1 ✓

# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: DUHUGA OSCAR RIVERA VILLEGAS

Address: 25894 IRIS AVE UNIT # B

City: MORENO VALLEY Zip: 92551

Phone #: 951-988-4149

Date: APRIL 13 / 2021 Agenda # 21.01

**PLEASE STATE YOUR POSITION BELOW:**

Position on "Regular" (non-appealed) Agenda Item:

Support       Oppose       Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support       Oppose       Neutral

I give my 3 minutes to: \_\_\_\_\_

21-1 ✓

# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: PETER MADARY

Address: ~~277~~ 2954 MIRA VISTA Way

City: CORONA Zip: 92880

Phone #: 951-547-0794

Date: 4/13 Agenda # 2121

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support       Oppose       Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support       Oppose       Neutral

I give my 3 minutes to: \_\_\_\_\_





## Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: MARY FIORE

Address: 1219 W. EISNER PL.

City: ANAHEIM Zip: 92801

Phone #: 951-538-8493

Date: 4/13/21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

**PROOF OF PUBLICATION  
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH - CUP190018, DA1900011 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**04/03/2021**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 03, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0011453114-01

P.O. Number:

*TRMA/Planning*  
*Item 21.1 of*  
*04/13/21*

Ad Copy:

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, April 13, 2021 at 10:00 A.M.**, or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190018**, which proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. **Development Agreement No. 1900011 (DA1900011)** and **Ordinance No. 664.74** is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. The project is located north of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa in the Second Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018**; approve **Development Agreement No. 1900011**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, CONTRACT PLANNER, AT (951) 955-6184 OR EMAIL GVillalo@RIVCO.ORG.

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021 Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant

**CERTIFICATE OF POSTING**  
(Original copy, duly executed, must be attached to the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on March 30, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

**NOTICE OF PUBLIC HEARING**  
CUP190018, DA1900011

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw DATE: March 30, 2021  
Hannah Lumanauw

**CERTIFICATE OF MAILING**  
(Original copy, duly executed, must be attached to the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on March 30, 2021, I mailed a copy of the following document:

**NOTICE OF PUBLIC HEARING**  
CUP190018, DA1900011

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

March 30, 2021

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

PH : (951) 368-9229  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

RE: NOTICE OF PUBLIC HEARING: CUP190018, DA1900011

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, April 03, 2021.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Hannah Lumanauw*

Board Assistant to:  
KECIA HARPER, CLERK OF THE BOARD

# CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on April 08, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw      DATE: March 30, 2021  
Hannah Lumanauw

# CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on April 07, 2021, I mailed a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: *Hannah Lumanauw*  
Hannah Lumanauw

DATE: March 30, 2021

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM:**

(ID # 14837)

**MEETING DATE:**

Tuesday, March 23, 2021

**FROM:** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190018, Ordinance No. 664.76 and Development Agreement No. 1900011 – CEQA EXEMPT – Applicant: Coronita Helping Hands, LLC – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: North of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa – 0.52 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190018 proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. Development Agreement No. 1900011 and Ordinance No. 664.76 is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors’ Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. – APN: 102-102-021 [100% Applicant Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301(l)(3) (Existing Facilities), Section 15303 (New Construction or Conversion of Small Structures) and Section 15061(b)(3) (Common Sense Exemption) based on the findings and conclusions in the staff report; and,
2. **APPROVE Conditional Use Permit No. 190018**, subject to the attached Advisory Notification Document, Conditions of Approval, based upon the findings and conclusions provided in the staff report; and subject to adoption of Ordinance No. 664.76; and,
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.76** an ordinance of the County of Riverside approving Development Agreement No. 1900011, based upon the findings in the staff report.

**ACTION:** Policy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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**MINUTES OF THE BOARD OF SUPERVISORS**



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> 100% Applicant Funded			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

On October 23, 2018, Agenda Item 19.1, the Board of Supervisors adopted Ordinance No. 348.4898, which established the permitting process and regulations for commercial cannabis activities.

Applicants requesting to establish commercial cannabis retail, microbusinesses, and/or cultivation uses were required to submit a request for proposal (RFP) cannabis package. Applicants who ranked highest were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package rankings list, which allowed the highest-ranking applicants to begin the land use review process for their proposed project. In the first year of implementation, 50 cannabis cultivation applications and 19 cannabis retail applications began the land use review process.

This project was assigned an RFP Cannabis File No. CAN190039 and was ranked 19 out of the 24 retail cannabis RFP packages recommended to proceed forward with the Conditional Use Permit application process.

*Project Details*

The proposal is for the construction of a new, 2,500-square-foot Cannabis Retail Store to be used as a storefront in the West Corona area of Riverside County. The project site is currently occupied by an 840-square-foot modular trailer that was used as an office space for the previous land use, which was an outdoor lighting and garden statues business. The currently existing modular structure will be demolished to make way for the new, 2,500-square-foot stick-built building along with the associated site work including thirteen (13) new parking spaces, a new trash enclosure, landscaping, and a monument sign for the proposed new Cannabis Retail Store.

The proposed Cannabis Retail Store would operate between the hours of 7 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. The cannabis retail facility would have approximately three (3) to four (4) employees on site including security personnel. In addition, the parking ratio of 1 space/200 square feet of gross floor area equals 13 parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 13 space parking requirement, but, due to the restricted size of the project's location no more spaces could be feasibly provided. One (1) ADA parking space is included in the proposed 13 spaces, meeting the standards set forth in Section 18.12.C of Ordinance No. 348.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

General Plan Consistency

The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The Commercial Retail (CR) land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned for General Commercial (C-1/C-P). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The applications for Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019.

**Development Agreement**

The applicant has proposed entering into the attached Development Agreement No. 1900011 (DA) with the County for the Project. The proposed DA is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the Project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years (with the option for a 5-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which, if adopted, will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 1900011 requires the applicant to make the following payments:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administration of the development agreement program.
- 2) A baseline Public Benefits payment of \$40,000, which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.
- 3) An annual Additional Public Benefit payment of \$50,000, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Temescal Canyon area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.76, an ordinance of the County of Riverside Approving Development Agreement No. 1900011, incorporates by reference DA No. 1900011 consistent with Government Code section 65867.5.

Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019. On November 18, 2020, the Planning Commission voted 4-0 (Commissioner Sanchez absent) in favor of recommending approval to the Board of Supervisors.

**Impact on Residents and Businesses**

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, no impacts on residents or businesses are anticipated to occur.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All fees are paid by the applicant; there is no General Fund obligation

**ATTACHMENTS:**

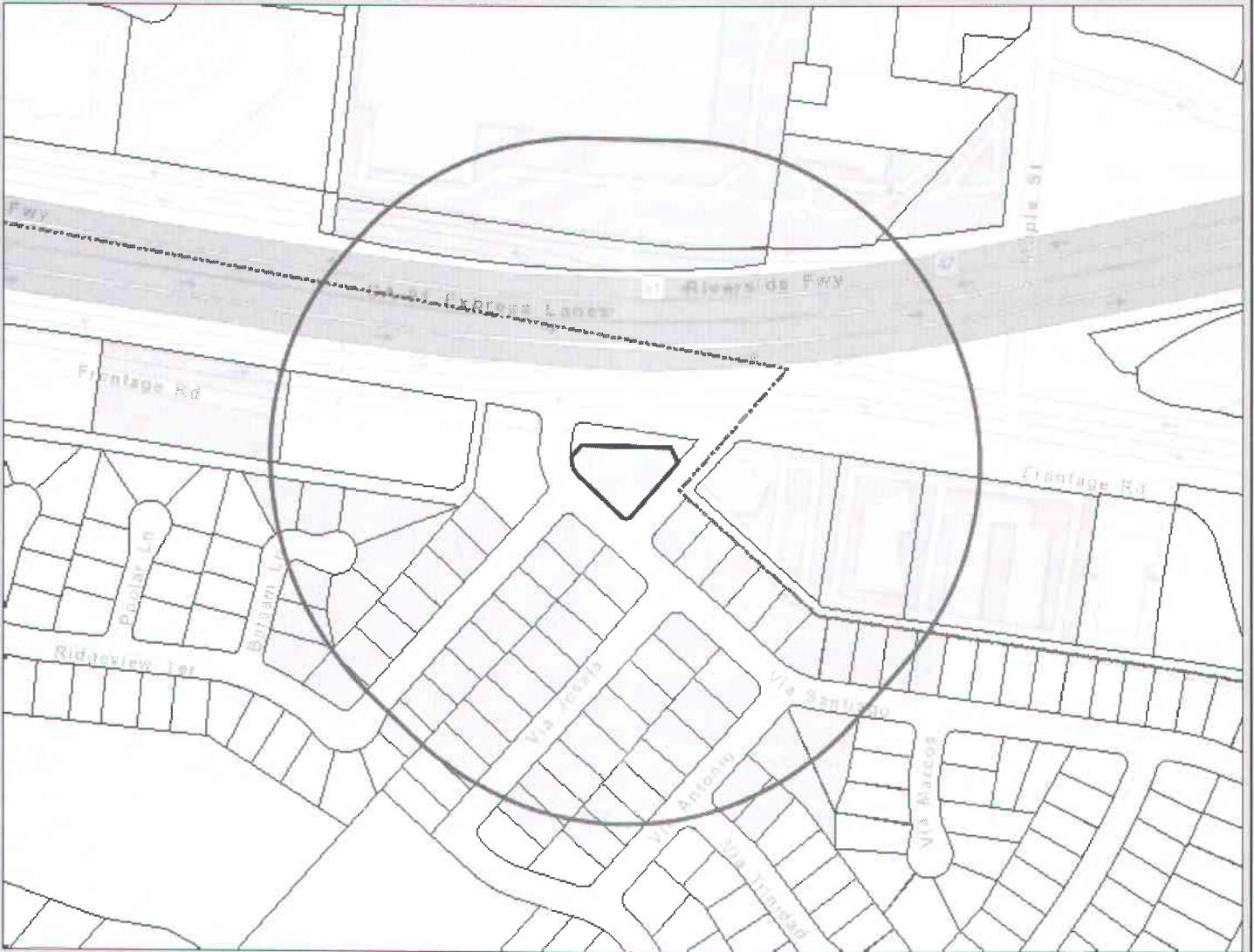
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

- A. PLANNING COMMISSION MINUTES
- B. UPDATED PLANS
- C. PLANNING COMMISSION STAFF REPORT
- D. ORDINANCE NO. 664.76
- E. DEVELOPMENT AGREEMENT No. 1900011

# Riverside County GIS Mailing Labels

CUP190018 / DA1900011

( 600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0 376 752 Feet



A horizontal scale bar with markings at 0, 376, and 752 feet.



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...9/21/2020 12:56:45 PM

© Riverside County RCIT

**PROPERTY OWNERS CERTIFICATION FORM**

I,           VINNIE NGUYEN           certify that on   September 21, 2020  ,

The attached property owners list was prepared by           Riverside County GIS          ,

APN (s) or case numbers           102-102-021           for

Company or Individual's Name           RCIT - GIS          ,

Distance buffered           600'          

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE:           GIS Analyst          

ADDRESS:           4080 Lemon Street 9<sup>TH</sup> Floor          

          Riverside, Ca. 92502          

TELEPHONE NUMBER (8 a.m. – 5 p.m.):           (951) 955-8158

102212003  
OROSCO RIGOBERTO GODINEZ & VICTORIA  
420 YELLOWSTONE CIR  
CORONA CA 92879

102212011  
JUAN A. VARELA  
722 VIA ANTONIO  
CORONA CA 92882

102101007  
JESSE TEASLEY  
2067 RIDGEVIEW TER  
CORONA CA 92882

102211004  
RONALD W. HINE  
740 VIA JOSEFA  
CORONA CA 92882

102211010  
SHIRLEY J. GILLMASTER  
686 VIA JOSEFA  
CORONA CA 92882

102212007  
GARRY R. GAEKEL  
713 VIA JOSEFA  
CORONA CA 92882

102212013  
JAMES H. EDWARDS  
740 VIA ANTONIO  
CORONA CA 92882

102215001  
RICHARDO OCHOA  
1983 VIA TRINIDAD  
CORONA CA 92882

102101010  
ROBERT ELIAS  
2091 RIDGEVIEW TERR  
CORONA CA 92882

102102015  
KEVIN W. HARRIS  
2136 N ALONA ST  
SANTA ANA CA 92706

102250043  
JAMES ALVAREZ  
1995 VIA SANTIAGO  
CORONA CA 92882

102250053  
COUNTRY SUITES CORONA WEST  
355 BRISTOL ST NO A  
COSTA MESA CA 92620

102101006  
JULIE MCINTYRE  
2057 RIDGEVIEW TERR  
CORONA CA 92882

102101016  
REESE MELBA J  
701 BALSAM LN  
CORONA CA 92882

102101039  
STEVE ZUNIGA  
711 BALSAM LN  
CORONA CA 92882

102102014  
TERESA MELGOZA  
2074 RIDGEVIEW TERR  
CORONA CA 92882

102211006  
MIGUEL V. GUERRERO  
722 VIA JOSEFA  
CORONA CA 92882

102211007  
LUIS DELGADO  
714 VIA JOSEFA  
CORONA CA 92882

102211008  
FELIPE M. GUTIERREZ  
700 VIA JOSEFA  
CORONA CA 92882

102211009  
MIGUEL OREGEL  
692 VIA JOSEFA  
CORONA CA 92882

102250038  
SATUALA SINA DUENAS  
1947 VIA SANTIAGO  
CORONA CA 92882

102101011  
FIDEL NAVA  
760 BALSAM LN  
CORONA CA 92882

102101004  
CARLOS JOSE CHACON  
765 N MAIN ST  
CORONA CA 92880

102101009  
RUBEN MORENO  
2081 RIDGEVIEW TERR  
CORONA CA 92882

102101014  
EDWARD JOSEPH HANLEY  
710 BALSAM LN  
CORONA CA 92882

102102013  
ISIDRO FRANCO  
2080 RIDGEVIEW TERR  
CORONA CA 92882

102102018  
EDUARDO LOZANO  
4360 FLINT ST  
CORONA CA 92883

102040035  
DART WAREHOUSE CORP  
1430 S EASTMAN AVE  
COMMERCE CA 90023



102040039  
UNITED RENTALS NORTHWEST INC  
13727 NOEL RD NO 900  
DALLAS TX 75240

102250041  
RAFAEL LOPEZ  
1979 VIA SANTIAGO  
CORONA CA 92882

102212010  
EFRAIN MERAZ  
714 VIA ANTONIO  
CORONA CA 92882

102212014  
FRANCISCO OTONIEL RAMIREZ  
752 VIA ANTONIO  
CORONA CA 92882

102212015  
MARTIN FLORES  
756 VIA ANTONIO  
CORONA CA 92882

102101008  
MIRLA ADRIANA REYES  
2077 RIDGEVIEW TERR  
CORONA CA 92882

102101018  
ALAN E. GONZALEZ  
721 BALSAM LN  
CORONA CA 92882

102102017  
ELIZABETH L. EDMUNDS  
2044 RIDGEVIEW TERR  
CORONA CA 92882

102212009  
ROBERTO MADRIGAL  
691 VIA JOSEFA  
CORONA CA 92882

102250042  
RAYMOND WEIGAND  
1987 VIA SANTIAGO  
CORONA CA 92882

102212002  
HECTOR PEREZ  
1592 SAN ALAMEDA  
CORONA CA 92882

102212004  
JEFFREY CORONA  
739 VIA JOSEFA  
CORONA CA 92882

102212012  
RICARDO C. VILLASENOR  
734 VIA ANTONIO  
CORONA CA 92882

102212016  
MARTIN RANGEL  
760 VIA ANTONIO  
CORONA CA 92882

102215002  
MANUEL PINEDA  
1977 VIA TRINIDAD  
CORONA CA 92882

102250040  
JOSE L. RAMOS  
1967 VIA SANTIAGO  
CORONA CA 92882

102040036  
RIVERSIDE COUNTY TRANSPORTATION  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102211005  
MARIA OLIVA LARA  
734 VIA JOSEFA  
CORONA CA 92882

102212008  
VINCENT M. MADRIGAL  
701 VIA JOSEFA  
CORONA CA 92882

102250055  
MIGUELS PROP  
P O BOX 1224  
CORONA CA 92878

102250036  
JOSE EFRAIN PENA  
1931 VIA SANTIAGO  
CORONA CA 92882

102250039  
SWH 2017 1 BORROWER  
8665 E HARTFORD DR NO 200  
SCOTTSDALE AZ 85255

102250045  
LINDA C. ANDERSON  
2011 VIA SANTIAGO  
CORONA CA 92882

102270012  
SCW  
104 MAPLE ST  
CORONA CA 92882

102102019  
DAVID YU  
2020 RIDGEVIEW TERR  
CORONA CA 92882

102101015  
NICOLE JACQUELINE DYAL  
700 BALSAM LN  
CORONA CA 92882

102102012  
ANGELICA SANTANA  
2090 RIDGEVIEW TERR  
CORONA CA 92882

102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

102250037  
JOSE MIRANDA  
1939 VIA SANTIAGO  
CORONA CA 92882

102250044  
RODRIGO G. CONTRERAS  
2001 VIA SANTIAGO  
CORONA CA 92882

102250054  
COUNTRY SUITES CORONA WEST LTD  
355 BRISTOL ST NO A  
COSTA MESA CA 92626

102101005  
JOSE SANTIAGO VALDEZ  
2047 RIDGEVIEW TERR  
CORONA CA 92882

102101012  
ARTHUR MENDOZA GARCIA  
750 BALSAM LN  
CORONA CA 92882

102101013  
MARIO GARCIA  
740 BALSAM LN  
CORONA CA 92882

102101037  
RIVERSIDE COUNTY TRANSPORTATION COMM  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102102016  
CANTONWINE FAMILY TRUST DATED 02/22/2019  
2054 RIDGEVIEW TERR  
CORONA CA 92882

102212005  
RICHARD D. BOUKES  
733 VIA JOSEFA  
CORONA CA 92882

102212006  
MARTIN JESUS REYES  
723 VIA JOSEFA  
CORONA CA 92882

102215005  
EDGAR RAMOS  
723 VIA ANTONIO  
CORONA CA 92882

102215006  
HELEN MARIE STOCKTON  
1950 VIA SANTIAGO  
CORONA CA 92882

102211003  
RAFAEL MONTEJANO  
746 VIA JOSEFA  
CORONA CA 92882

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Non-County Agencies:**

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Engineer/Rep:**

KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Engineer/Rep:**

KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Owner:**

B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570

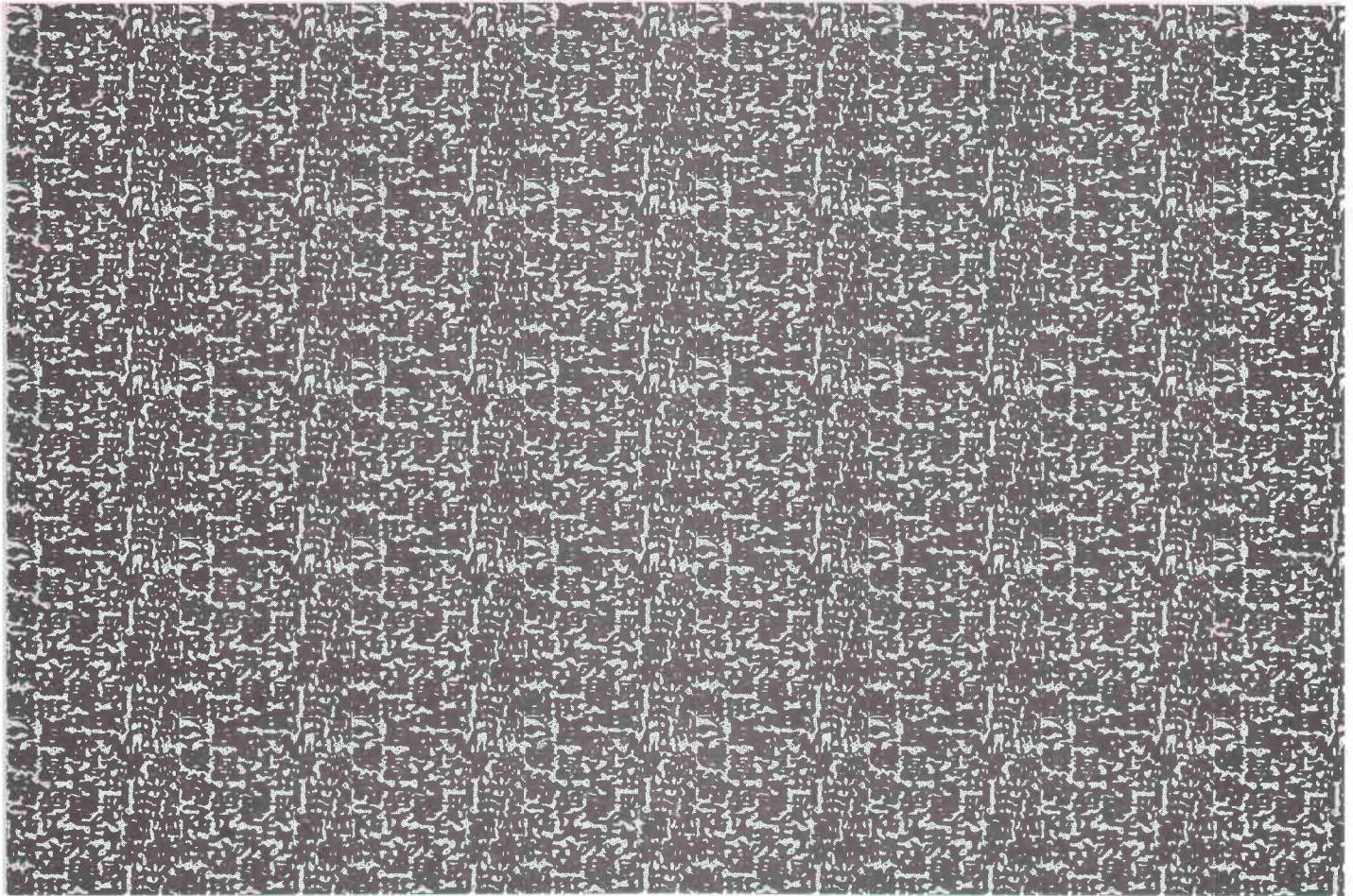
**Owner:**

B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570

REMOVE SIDE EDGES FIRST  
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REMOVE THESE EDGES FIRST  
FOLD, CREASE AND TEAR ALONG PERFORATION

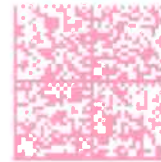
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Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

**PUBLIC HEARING NOTICE**  
*This may affect your property*

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FIRST CLASS



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OPENING INSTRUCTIONS

Handwritten signature: *MK*  
2021 APR 13 AM 10:52  
102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

MIXED 911 DE 1268 8804/16/21  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
CVI 32502 92882

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, April 13, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190018**, which proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. **Development Agreement No. 1900011 (DA1900011)** and **Ordinance No. 664.74** is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. The project is located north of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa in the Second Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018**; approve **Development Agreement No. 1900011**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, CONTRACT PLANNER, AT (951) 955-6184 OR EMAIL [GVillalo@RIVCO.ORG](mailto:GVillalo@RIVCO.ORG).

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

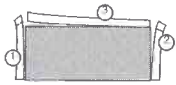
Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021

Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant

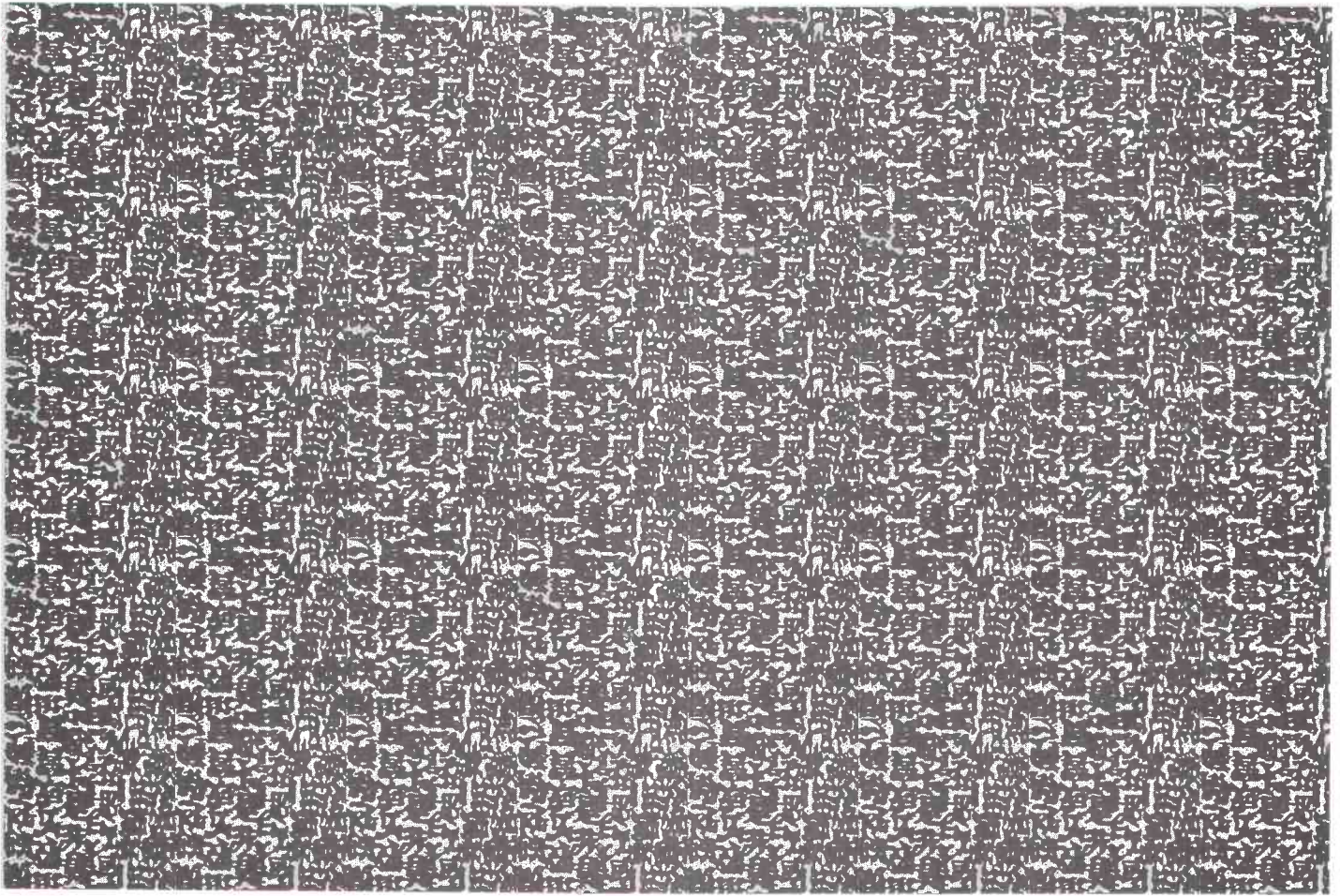
PSEMPV  
\* 57179



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FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST  
FOLD, CREASE AND TEAR ALONG PERFORATION



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

**PUBLIC HEARING NOTICE**  
*This may affect your property*

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FIRST CLASS



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2021 APR 06 11:10:07

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

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The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018; approve Development Agreement No. 190011; and Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76.**

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021

Kecia Harper, Clerk of the Board  
By: Hannah Lumanaw, Board Assistant



# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

**PROOF OF PUBLICATION  
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

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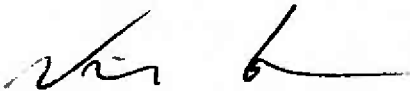
Ad Desc.: NOH - CUP190018, DA1900011 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**04/03/2021**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 03, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0011453114-01

P.O. Number:

*TRMA/Planning*  
*Item 21.1 of*  
*04/13/21*

Ad Copy:

## NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018**; approve **Development Agreement No. 1900011**; and **introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76.**

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Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021 Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant

### CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on March 30, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

### NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw DATE: March 30, 2021  
Hannah Lumanauw

### CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on March 30, 2021, I mailed a copy of the following document:

### NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw  
Hannah Lumanauw

DATE: March 30, 2021  
Press-Enterprise: 4/03

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, April 13, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190018**, which proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. **Development Agreement No. 1900011 (DA1900011)** and **Ordinance No. 664.74** is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. The project is located north of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa in the Second Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018**; approve **Development Agreement No. 1900011**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, CONTRACT PLANNER, AT (951) 955-6184 OR EMAIL [GVillalo@RIVCO.ORG](mailto:GVillalo@RIVCO.ORG).

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021

Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

March 30, 2021

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

PH : (951) 368-9229  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

RE: NOTICE OF PUBLIC HEARING: CUP190018, DA1900011

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, April 03, 2021.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Hannah Lumanauw*

Board Assistant to:  
KECIA HARPER, CLERK OF THE BOARD

# CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on April 08, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507.  
Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw      DATE: March 30, 2021  
Hannah Lumanauw

# CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on April 07, 2021, I mailed a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190018, DA1900011

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** April 13, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw  
Hannah Lumanauw

DATE: March 30, 2021

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM:**  
(ID # 14837)

**MEETING DATE:**  
Tuesday, March 23, 2021

**FROM:** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190018, Ordinance No. 664.76 and Development Agreement No. 1900011 – CEQA EXEMPT – Applicant: Coronita Helping Hands, LLC – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: North of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa – 0.52 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190018 proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. Development Agreement No. 1900011 and Ordinance No. 664.76 is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors’ Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. – APN: 102-102-021 [100% Applicant Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301(l)(3) (Existing Facilities), Section 15303 (New Construction or Conversion of Small Structures) and Section 15061(b)(3) (Common Sense Exemption) based on the findings and conclusions in the staff report; and,
2. **APPROVE Conditional Use Permit No. 190018**, subject to the attached Advisory Notification Document, Conditions of Approval, based upon the findings and conclusions provided in the staff report; and subject to adoption of Ordinance No. 664.76; and,
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.76** an ordinance of the County of Riverside approving Development Agreement No. 1900011, based upon the findings in the staff report.

**ACTION:** Policy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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**MINUTES OF THE BOARD OF SUPERVISORS**



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> 100% Applicant Funded			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

On October 23, 2018, Agenda Item 19.1, the Board of Supervisors adopted Ordinance No. 348.4898, which established the permitting process and regulations for commercial cannabis activities.

Applicants requesting to establish commercial cannabis retail, microbusinesses, and/or cultivation uses were required to submit a request for proposal (RFP) cannabis package. Applicants who ranked highest were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package rankings list, which allowed the highest-ranking applicants to begin the land use review process for their proposed project. In the first year of implementation, 50 cannabis cultivation applications and 19 cannabis retail applications began the land use review process.

This project was assigned an RFP Cannabis File No. CAN190039 and was ranked 19 out of the 24 retail cannabis RFP packages recommended to proceed forward with the Conditional Use Permit application process.

*Project Details*

The proposal is for the construction of a new, 2,500-square-foot Cannabis Retail Store to be used as a storefront in the West Corona area of Riverside County. The project site is currently occupied by an 840-square-foot modular trailer that was used as an office space for the previous land use, which was an outdoor lighting and garden statues business. The currently existing modular structure will be demolished to make way for the new, 2,500-square-foot stick-built building along with the associated site work including thirteen (13) new parking spaces, a new trash enclosure, landscaping, and a monument sign for the proposed new Cannabis Retail Store.

The proposed Cannabis Retail Store would operate between the hours of 7 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. The cannabis retail facility would have approximately three (3) to four (4) employees on site including security personnel. In addition, the parking ratio of 1 space/200 square feet of gross floor area equals 13 parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 13 space parking requirement, but, due to the restricted size of the project's location no more spaces could be feasibly provided. One (1) ADA parking space is included in the proposed 13 spaces, meeting the standards set forth in Section 18.12.C of Ordinance No. 348.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

General Plan Consistency

The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The Commercial Retail (CR) land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned for General Commercial (C-1/C-P). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The applications for Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019.

**Development Agreement**

The applicant has proposed entering into the attached Development Agreement No. 1900011 (DA) with the County for the Project. The proposed DA is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the Project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years (with the option for a 5-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which, if adopted, will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 1900011 requires the applicant to make the following payments:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administration of the development agreement program.
- 2) A baseline Public Benefits payment of \$40,000, which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.
- 3) An annual Additional Public Benefit payment of \$50,000, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Temescal Canyon area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.76, an ordinance of the County of Riverside Approving Development Agreement No. 1900011, incorporates by reference DA No. 1900011 consistent with Government Code section 65867.5.

Development Agreement No. 1900011 and Conditional Use Permit No. 190018 were submitted to the County of Riverside on August 12, 2019. On November 18, 2020, the Planning Commission voted 4-0 (Commissioner Sanchez absent) in favor of recommending approval to the Board of Supervisors.

**Impact on Residents and Businesses**

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, no impacts on residents or businesses are anticipated to occur.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All fees are paid by the applicant; there is no General Fund obligation

**ATTACHMENTS:**

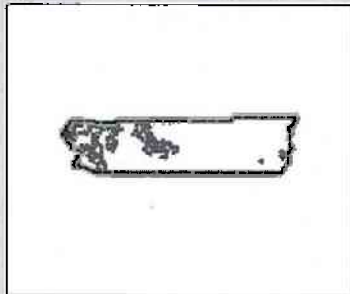
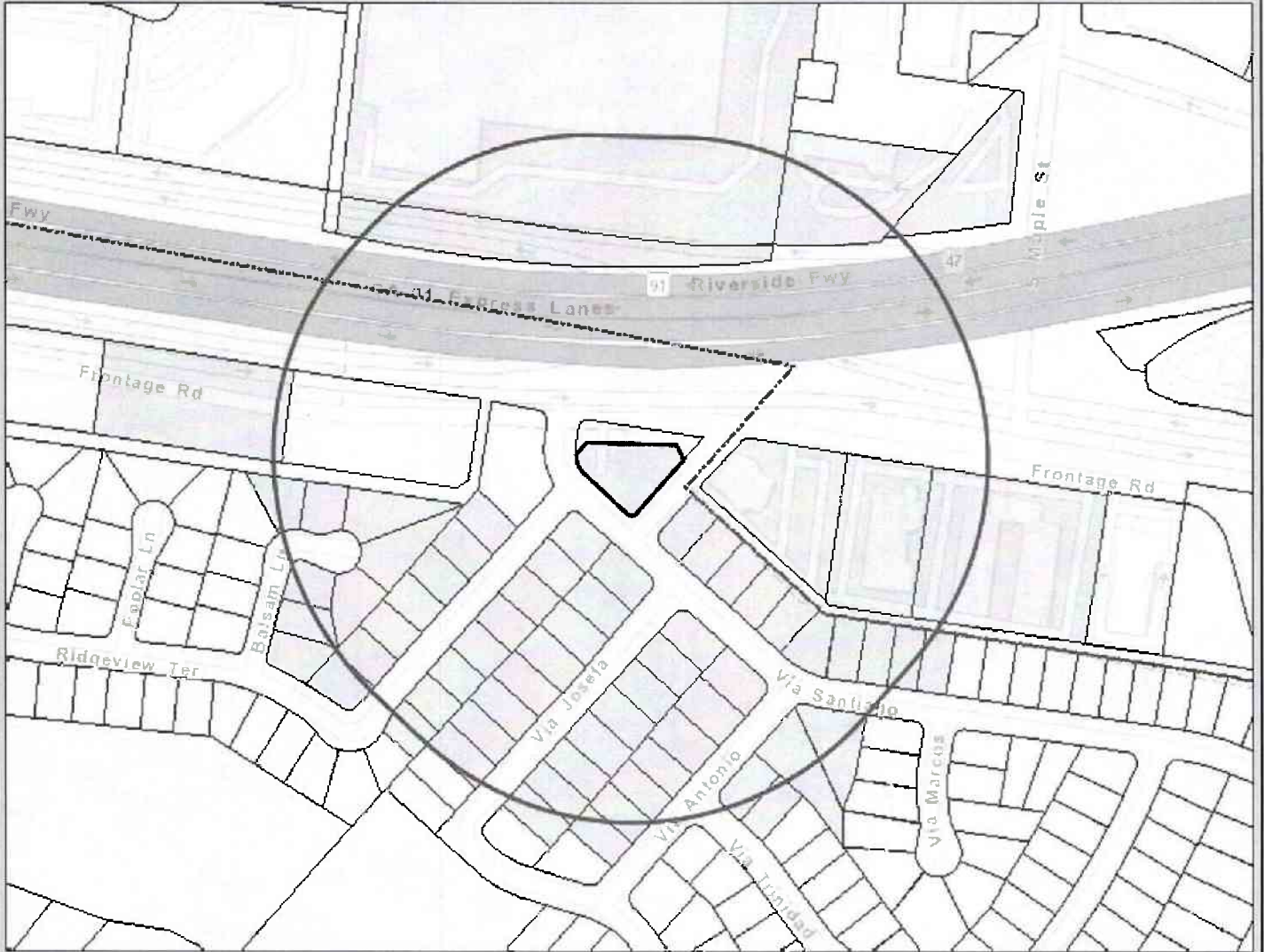
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

- A. **PLANNING COMMISSION MINUTES**
- B. **UPDATED PLANS**
- C. **PLANNING COMMISSION STAFF REPORT**
- D. **ORDINANCE NO. 664.76**
- E. **DEVELOPMENT AGREEMENT No. 1900011**

# Riverside County GIS Mailing Labels

CUP190018 / DA 1900011

( 600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0 376 752 Feet

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON: 9/21/2020 12:56:45 PM

© Riverside County RCIT

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on September 21, 2020,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers 102-102-021 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9<sup>TH</sup> Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

102212003  
OROSCO RIGOBERTO GODINEZ & VICTORIA  
420 YELLOWSTONE CIR  
CORONA CA 92879

102212011  
JUAN A. VARELA  
722 VIA ANTONIO  
CORONA CA 92882

102101007  
JESSE TEASLEY  
2067 RIDGEVIEW TER  
CORONA CA 92882

102211004  
RONALD W. HINE  
740 VIA JOSEFA  
CORONA CA 92882

102211010  
SHIRLEY J. GILLMASTER  
686 VIA JOSEFA  
CORONA CA 92882

102212007  
GARRY R. GAEKEL  
713 VIA JOSEFA  
CORONA CA 92882

102212013  
JAMES H. EDWARDS  
740 VIA ANTONIO  
CORONA CA 92882

102215001  
RICHARDO OCHOA  
1983 VIA TRINIDAD  
CORONA CA 92882

102101010  
ROBERT ELIAS  
2091 RIDGEVIEW TERR  
CORONA CA 92882

102102015  
KEVIN W. HARRIS  
2136 N ALONA ST  
SANTA ANA CA 92706

102250043  
JAMES ALVAREZ  
1995 VIA SANTIAGO  
CORONA CA 92882

102250053  
COUNTRY SUITES CORONA WEST  
355 BRISTOL ST NO A  
COSTA MESA CA 92620

102101006  
JULIE MCINTYRE  
2057 RIDGEVIEW TERR  
CORONA CA 92882

102101016  
REESE MELBA J  
701 BALSAM LN  
CORONA CA 92882

102101039  
STEVE ZUNIGA  
711 BALSAM LN  
CORONA CA 92882

102102014  
TERESA MELGOZA  
2074 RIDGEVIEW TERR  
CORONA CA 92882

102211006  
MIGUEL V. GUERRERO  
722 VIA JOSEFA  
CORONA CA 92882

102211007  
LUIS DELGADO  
714 VIA JOSEFA  
CORONA CA 92882

102211008  
FELIPE M. GUTIERREZ  
700 VIA JOSEFA  
CORONA CA 92882

102211009  
MIGUEL OREGEL  
692 VIA JOSEFA  
CORONA CA 92882

102250038  
SATUALA SINA DUENAS  
1947 VIA SANTIAGO  
CORONA CA 92882

102101011  
FIDEL NAVA  
760 BALSAM LN  
CORONA CA 92882

102101004  
CARLOS JOSE CHACON  
765 N MAIN ST  
CORONA CA 92880

102101009  
RUBEN MORENO  
2081 RIDGEVIEW TERR  
CORONA CA 92882

102101014  
EDWARD JOSEPH HANLEY  
710 BALSAM LN  
CORONA CA 92882

102102013  
ISIDRO FRANCO  
2080 RIDGEVIEW TERR  
CORONA CA 92882

102102018  
EDUARDO LOZANO  
4360 FLINT ST  
CORONA CA 92883

102040035  
DART WAREHOUSE CORP  
1430 S EASTMAN AVE  
COMMERCE CA 90023



102040039  
UNITED RENTALS NORTHWEST INC  
13727 NOEL RD NO 900  
DALLAS TX 75240

102250041  
RAFAEL LOPEZ  
1979 VIA SANTIAGO  
CORONA CA 92882

102212010  
EFRAIN MERAZ  
714 VIA ANTONIO  
CORONA CA 92882

102212014  
FRANCISCO OTONIEL RAMIREZ  
752 VIA ANTONIO  
CORONA CA 92882

102212015  
MARTIN FLORES  
756 VIA ANTONIO  
CORONA CA 92882

102101008  
MIRLA ADRIANA REYES  
2077 RIDGEVIEW TERR  
CORONA CA 92882

102101018  
ALAN E. GONZALEZ  
721 BALSAM LN  
CORONA CA 92882

102102017  
ELIZABETH L. EDMUNDS  
2044 RIDGEVIEW TERR  
CORONA CA 92882

102212009  
ROBERTO MADRIGAL  
691 VIA JOSEFA  
CORONA CA 92882

102250042  
RAYMOND WEIGAND  
1987 VIA SANTIAGO  
CORONA CA 92882

102212002  
HECTOR PEREZ  
1592 SAN ALAMEDA  
CORONA CA 92882

102212004  
JEFFREY CORONA  
739 VIA JOSEFA  
CORONA CA 92882

102212012  
RICARDO C. VILLASENOR  
734 VIA ANTONIO  
CORONA CA 92882

102212016  
MARTIN RANGEL  
760 VIA ANTONIO  
CORONA CA 92882

102215002  
MANUEL PINEDA  
1977 VIA TRINIDAD  
CORONA CA 92882

102250040  
JOSE L. RAMOS  
1967 VIA SANTIAGO  
CORONA CA 92882

102040036  
RIVERSIDE COUNTY TRANSPORTATION  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102211005  
MARIA OLIVA LARA  
734 VIA JOSEFA  
CORONA CA 92882

102212008  
VINCENT M. MADRIGAL  
701 VIA JOSEFA  
CORONA CA 92882

102250055  
MIGUELS PROP  
P O BOX 1224  
CORONA CA 92878

102250036  
JOSE EFRAIN PENA  
1931 VIA SANTIAGO  
CORONA CA 92882

102250039  
SWH 2017 1 BORROWER  
8665 E HARTFORD DR NO 200  
SCOTTSDALE AZ 85255

102250045  
LINDA C. ANDERSON  
2011 VIA SANTIAGO  
CORONA CA 92882

102270012  
SCW  
104 MAPLE ST  
CORONA CA 92882

102102019  
DAVID YU  
2020 RIDGEVIEW TERR  
CORONA CA 92882

102101015  
NICOLE JACQUELINE DYAL  
700 BALSAM LN  
CORONA CA 92882

102102012  
ANGELICA SANTANA  
2090 RIDGEVIEW TERR  
CORONA CA 92882

102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

102250037  
JOSE MIRANDA  
1939 VIA SANTIAGO  
CORONA CA 92882

102250044  
RODRIGO G. CONTRERAS  
2001 VIA SANTIAGO  
CORONA CA 92882

102250054  
COUNTRY SUITES CORONA WEST LTD  
355 BRISTOL ST NO A  
COSTA MESA CA 92626

102101005  
JOSE SANTIAGO VALDEZ  
2047 RIDGEVIEW TERR  
CORONA CA 92882

102101012  
ARTHUR MENDOZA GARCIA  
750 BALSAM LN  
CORONA CA 92882

102101013  
MARIO GARCIA  
740 BALSAM LN  
CORONA CA 92882

102101037  
RIVERSIDE COUNTY TRANSPORTATION COMM  
4080 LEMON ST 3RD FL  
RIVERSIDE CA 92502

102102016  
CANTONWINE FAMILY TRUST DATED 02/22/2019  
2054 RIDGEVIEW TERR  
CORONA CA 92882

102212005  
RICHARD D. BOUKES  
733 VIA JOSEFA  
CORONA CA 92882

102212006  
MARTIN JESUS REYES  
723 VIA JOSEFA  
CORONA CA 92882

102215005  
EDGAR RAMOS  
723 VIA ANTONIO  
CORONA CA 92882

102215006  
HELEN MARIE STOCKTON  
1950 VIA SANTIAGO  
CORONA CA 92882

102211003  
RAFAEL MONTEJANO  
746 VIA JOSEFA  
CORONA CA 92882

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Non-County Agencies:**

**Applicant/Owner:**

Coronita Helping Hands, LLC  
c/o Chad Franks  
24092 La Hermosa Avenue  
Laguna Niguel, CA 92677

**Engineer/Rep:**

KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Engineer/Rep:**

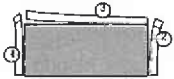
KWC Engineers  
c/o Brandon Barnett  
1880 Compton Avenue, Suite 100  
Corona, CA 92881

**Owner:**

B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570

**Owner:**

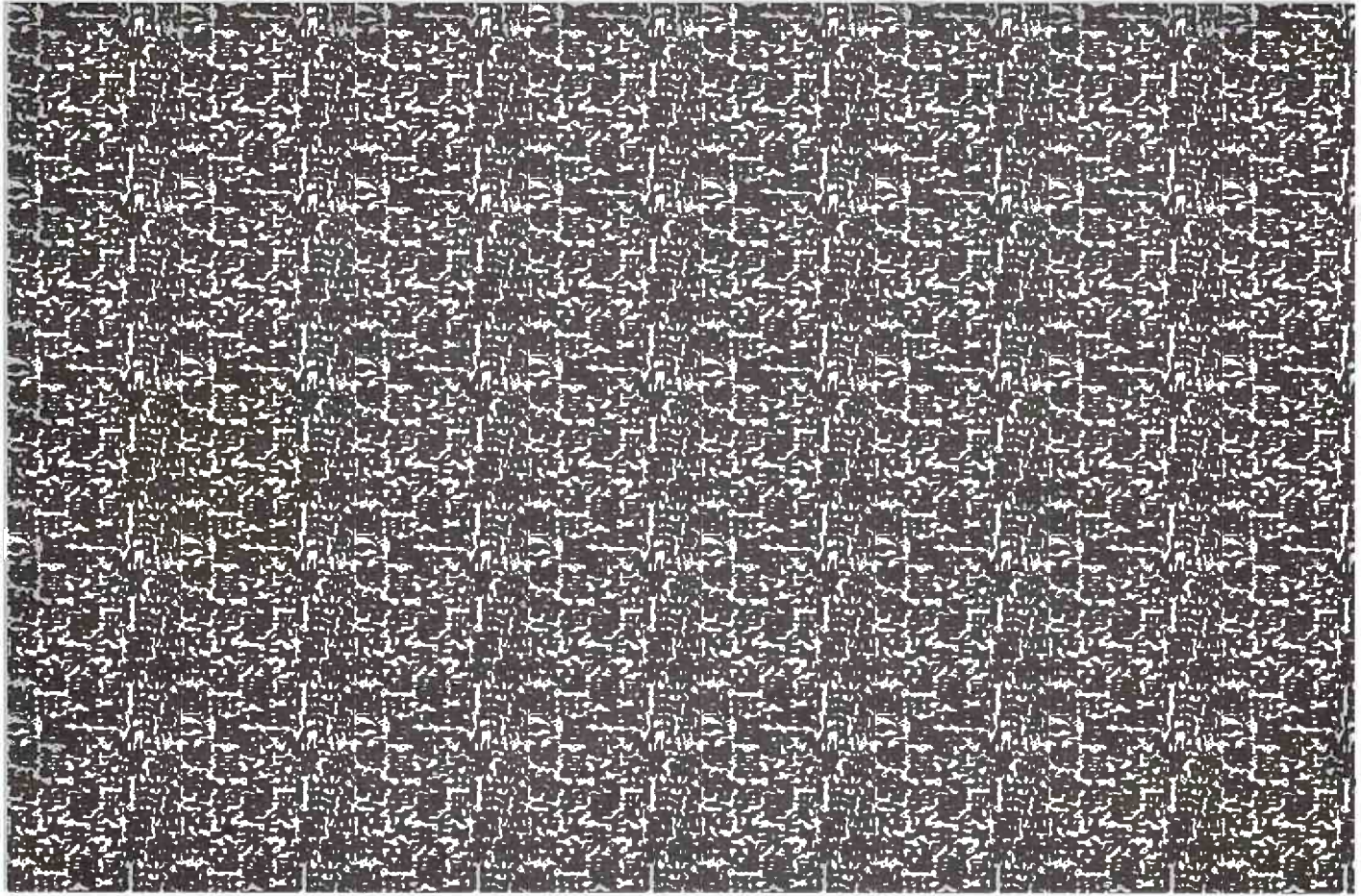
B.B.E. and W. Standard Common Direction  
Service Company, LLC  
c/o Charlie R. Webb  
20390 Christo Court  
Perris, CA 92570



REMOVE SIDE EDGES FIRST  
THEN FOLD AND TEAR THIS STUB ALONG PERFORATION

REMOVE THESE EDGES FIRST  
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST  
FOLD, CREASE AND TEAR ALONG PERFORATION



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

**PUBLIC HEARING NOTICE**  
*This may affect your property*

PRESORTED  
FIRST CLASS



U.S. POSTAGE PITNEY BOWES



ZIP 92504 \$ 000.45<sup>0</sup>  
02 4W  
0000348270 APR 06 2021

SEE OTHER SIDE FOR  
OPENING INSTRUCTIONS

SEE OTHER SIDE FOR  
OPENING INSTRUCTIONS

CLERK / BOARD OF SUPERVISORS

2021 APR 13 AM 10:52

*Handwritten signature*

102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

NIXIE 518 DE 1268 8894/18/21

RETURN TO SENDER  
NOT DELIVERABLE BE ADDRESSED  
UNABLE TO FORWARD

NO: 81582114747 \*3252-18782-18-25

CYI 3048 92882  
92502 1147

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, April 13, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190018**, which proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with office space for cannabis related business on an 0.52 acre parcel. **Development Agreement No. 1900011 (DA1900011)** and **Ordinance No. 664.74** is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. The project is located north of Via Santiago, East of Ridgeview Terrace, South of Frontage Rd, and West of Via Josefa in the Second Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project approve **Conditional Use Permit No. 190018**; approve **Development Agreement No. 1900011**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.76**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, CONTRACT PLANNER, AT (951) 955-6184 OR EMAIL [GVillalo@RIVCO.ORG](mailto:GVillalo@RIVCO.ORG).

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: March 30, 2021

Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant

PSEM/PV

\* 57179

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STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
**ENVIRONMENTAL FILING FEE CASH RECEIPT**

2021 MAY 17 AM 11:30

Receipt #: 21-166667

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: CLERK OF THE BOARD OF SUPERVISORS Date: 04/07/2021

County/Agency of Filing: RIVERSIDE Document No: E-202100334

Project Title: NOH - CUP190018, DA1900011

Project Applicant Name: RIVERSIDE COUNTY PLANNING DEPARTMENT Phone Number: (951) 955-6184

Project Applicant Address: 4080 LEMON STREET, 12TH FLOOR, RIVERSIDE, CA 92501

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report \_\_\_\_\_
  - Negative Declaration \_\_\_\_\_
  - Application Fee Water Diversion (State Water Resources Control Board Only) \_\_\_\_\_
  - Project Subject to Certified Regulatory Programs \_\_\_\_\_
  - County Administration Fee \_\_\_\_\_ \$0.00
    - Project that is exempt from fees (DFG No Effect Determination (Form Attached))
    - Project that is exempt from fees (Notice of Exemption)
- Total Received** \_\_\_\_\_ **\$0.00**

Signature and title of person receiving payment.

James D. Zimmerman Deputy

Notes:



Lead Agency: Clerk of the Board of Supervisors  
ATTN: Hannah Lumanauw  
Address: 4080 Lemon Street, 1st Floor, Room 127  
Riverside, CA 92501

FILED / POSTED

County of Riverside  
Peter Aidana  
Assessor-County Clerk-Recorder

E-202100334  
04/07/2021 12:56 PM Fee: \$ 0.00  
Page 1 of 2

Removed 4-28-2021 By: *[Signature]* Deputy



(SPACE FOR CLERK'S USE)

## Project Title

NOTICE OF PUBLIC HEARING CUP190018, DA1900011

## Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: Notice of Public Hearing

## Notes



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Dated: March 30, 2021

Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant