

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



**AGENDA NO.**  
**21.1**  
(MT 21821)

**MEETING DATE:**  
May 9, 2023

10:00 a.m. being the time set for public hearing on the recommendation from Transportation and Land Management Agency/Planning regarding the Public Hearing on Conditional Use Permit No. 200032, Development Agreement No. 2000015, and Ordinance No. 664.86 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6th Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a Cannabis Retailer - Storefront location and would include tenant improvements to the existing building and site. Development Agreement No. 2000015 and Ordinance No. 664.86 would impose a 10 year lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. District 2. The Chair called the matter for hearing.

Jose Merlan, Planning Department Staff, presented the matter.

Stan Golovich, Applicant representative, presented the matter.

The following people spoke on the matter:

Dean Stamp  
Dale Ploung  
Wes Speake  
Karen Alexander  
David Brambila

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED to close the public hearing, tentatively deny the project, and direct staff to return with the findings for denial.

Roll Call:  
Ayes: Jeffries, Spiegel, Washington Perez and Gutierrez  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 9, 2023 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: May 9, 2023

Kimberly A. Rector, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
**21.1**

xc: Planning, COB

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



ITEM: 21.1  
(ID # 21821)

**MEETING DATE:**

Tuesday, May 09, 2023

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 200032, Development Agreement No. 2000015, and Ordinance No. 664.86 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6th Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a Cannabis Retailer - Storefront location and would include tenant improvements to the existing building and site. Development Agreement No. 2000015 and Ordinance No. 664.86 would impose a 10 year lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. District 2. [Applicant Funds 100%]

**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 (Existing Facilities) 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 5/4/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**



**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. 200032**, subject to the attached Advisory Notification Document and Conditions of Approval, based upon the findings and conclusions provided in this staff report and all exhibits, and subject to approval of the Development Agreement No. 2000015 and adoption of corresponding Ordinance No. 664.86 at a subsequent hearing by the Board of Supervisors; and
3. **INTRODUCE, READ TITLE, and WAIVE FURTHER READING OF, and ADOPT** on successive weeks Ordinance No. 664.86, an Ordinance of the County of Riverside approving Development Agreement No. 2000015, based upon the findings and conclusions in the staff report and all exhibits.

<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> Applicant Funds 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	N/A

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

**BACKGROUND:**

**Project Details**

Conditional Use Permit No. 200032 proposes a Cannabis Retailer – Storefront to be operated by Higher Point Cannabis within an existing 1,748 square foot building located at 646 Paseo Grande, Corona, CA 92882 Cannabis Retailer – Storefront. The project site is currently vacant. Associated site work would include landscaping, lighting, façade improvements, and signage for the proposed new Commercial Cannabis Activities.

Project Timeline:

- 1) **Application Submittal:** CUP 200032 was originally submitted on September 11, 2020.
- 2) **Planning Commission Hearing Number 1:** Project was heard at the August 18, 2021 Planning Commission hearing and was continued off calendar to a future date (September 22, 2021) at the request of the Planning Commission for the applicant to address design issues.
- 3) **Planning Commission Hearing Number 2:** Project was requested for continuance by the project applicant during the September 22, 2021 Planning Commission hearing to October 6, 2021 to clarify the Project's operational requirements.

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- 4) **Planning Commission Hearing Number 3:** Project was heard at the October 6, 2021 hearing, and after deliberations, PC approved 5-0 in favor of recommending approval to the Board of Supervisors.
- 5) **Board of Supervisors Hearing Number 1:** Project was on the December 14, 2021 Board of Supervisors meeting agenda but the applicant requested to continue the item off-calendar. The Board of Supervisors approved the continuation of the item off-calendar.
- 6) **Note:** Since that time, the applicant has worked on addressing, among other things, public comments from the neighboring property, City of Corona, and securing additional off-site, off-street parking.

During the September 22, 2022 Planning Commission meeting, the Commissioners expressed concern about overflow parking and the applicant discussed off-site parking to accommodate overflow parking. The applicant requested a condition of approval to require an off-site parking agreement prior to the Board of Supervisors hearing, should the project be recommended for approval by Planning Commission. Based on this representation, the Planning Commission voted 5-0 in favor of recommending approval on October 6, 2021. At the October 6, 2021, hearing the Planning Commission added the following conditions of approval:

- Installation of a Knox Box on the fire access gate on Frontage Rd. (added to site plan and COAs).
- Conformance with the revised Landscaping and Irrigation Plan (added to approved site plans and COAs).
- Search for overflow parking agreement with nearby properties (parking agreement finalized with American Legion).

The project applicant, entered into a parking agreement on April 4, 2022, with American Legion Hall for the additional five (5) off-street off-site overflow parking. The parking agreement is included with this Form 11.

The proposed Cannabis Retailer would operate between the hours of 6:00 A.M. to 10:00 P.M. daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. Ordinance No. 348 requires a minimum of 15 parking spaces or 1 parking space per 200 sq. ft. of building area, whichever is greater for Cannabis Retailers or Microbusinesses with a retail component. The parking standards were increased per amended Ordinance No. 348.4497 (adopted on March 28, 2023) to protect the public health, safety, and welfare due to the observed volume of visitors at Cannabis Retailers. Under the lesser of the two requirements (1 parking space/200 sq. ft.), the project would require a total of twelve (12) off-street parking spaces. Therefore the 15-parking space standard would apply since it is the greater of the two. The applicant is proposing twelve (12) off-street parking spaces onsite, including one accessible parking space with an additional five (5) to be located off-site at the American Legion Post 742, approximately

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.5 mile east from the site for a total of seventeen (17) parking spaces, meeting the 15-parking space minimum.

As part of the approval process for a Commercial Cannabis Activity, a development agreement between the County of Riverside and the applicant was applied for under Development Agreement No. 2000015 ("DA2000015").

**Environmental Analysis**

This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption).

The Project is exempt pursuant to Article 19, Section 15301 (Existing Facilities), which states: Class I consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposal for CUP200032 includes the renovation of an existing 1,748 square foot building previously used as a beauty salon to be used as a Cannabis retail storefront. The proposed project also includes the demolition and removal of a storage area attached to the western portion of the existing building. Under this categorical exemption, the described demolition would be exempted as the project is located within an urbanized area and the primary existing commercial structure would remain intact. The proposed alterations are interior modifications to an existing structure and would not significantly expand the capability of the site beyond what already exists. The Project, as proposed, does not seek to expand the existing structure, nor does it propose any significant construction or grading to the Project site. As such, the Project falls within the standards for Class I since the scope proposes only minor alterations to an existing structure. Thus, the Project is in compliance with the guidelines of Article 19, Section 15301 Class 1, Existing Facilities.

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 as no grading activities are proposed and façade and other interior tenant improvements are included to renovate and improve the site. The Project does not propose any new grading or construction as no significant expansions or alterations to the structure or the site are proposed. Therefore, the Project would not create a greater level of potential impacts beyond what already exists, and all future projects that are similar to or are located within the same area will be evaluated pursuant to CEQA. The Project has also been conditioned to comply with all applicable General Plan policies, County Ordinances, and State law for the proposed use, and has also been conditioned to maintain any applicable permits from the Riverside County Departments throughout the duration of its operations. Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no



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potential that the Project as proposed would have a significant physical impact on the environment.

None of the exceptions pursuant to State CEQA Guidelines Section 15300.2 apply. The Project would not have a significant effect on the environment due to unusual circumstances since the proposed cannabis retail use is permitted uses pursuant to the applicable sections of the General Plan and Ordinance No. 348; would not result in a cumulative impact since it would present similar environmental impacts compared to any other retail use, including the previous retail use beauty salon, that was permitted to occupy the project site; would not impact any historic resources or cultural resources since any renovations will be interior; is not located on a designated hazardous waste site or location; and is not located adjacent to a roadway classified as a State Scenic, eligible State Scenic, or County Eligible Scenic Highway. . Accordingly, there are no foreseeable exceptions to the above categorical exemptions that would prevent them from applying.

**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 proposed project for a retail cannabis facility is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide retail, 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.

**Development Agreement**

With the attached DA2000015, the applicant has proposed covenanting with the County for the Project. DA2000015 is consistent with the General Plan and with Board Policy B-9.

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Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of DA2000015 and will ensure that the Project is developed in a way that would not conflict with the public's health, safety or general welfare. DA2000015 proposes 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 its terms. In exchange, DA2000015 would provide certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which would be used for additional public safety services, infrastructure improvements or community enhancement programs.

DA2000015 would require the applicant to make the following payments:

- A. A baseline Public Benefits payment of \$27,968.00, which will be increased 2% per year, and,
- B. An annual Additional Public Benefit payment of \$38,000.00, with an annual increase of 5% for Development Agreement No. 2000015.

Per state law, a development agreement is a legislative act that must be approved by ordinance. The proposed Ordinance No. 664.86, an Ordinance of the County of Riverside Approving Development Agreement No. 2000015, incorporates by reference DA2000015 consistent with Government Code section 65867.5.

**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, there will be no impacts on residents or businesses.

**SUPPLEMENTAL:**

Additional Fiscal Information


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

**ATTACHMENTS:**

- A. **PLANNING COMMISSION REPORT OF ACTIONS**
- B. **PLANNING COMMISSION STAFF REPORT**
- C. **ORDINANCE NO. 664.86**
- D. **DEVELOPMENT AGREEMENT NO. 2000015**
- E. **ALL PUBLIC COMMENTS**

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STATE OF CALIFORNIA

- F. NOTICE OF EXEMPTION
- G. CONDITIONS OF APPROVAL
- H. ADVISORY NOTIFICATION DOCUMENT
- I. CORONA PARKING AGREEMENT

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 5/3/2023

*Aaron Gettis*  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 5/3/2023





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. 2000015

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

HIGHER POINT CANNABIS dba WESTSIDE CLLCTV

LON J. SMITH

JASON ARCH HALE

PATRICIA A. HALE

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DEVELOPMENT AGREEMENT NO. 2000015

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"):

Higher Point Cannabis  
Lon J. Smith  
Jason Arch Hale  
Patricia A. Hale

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. 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. 200032) 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. 200032.

(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:

Lon J. Smith  
Higher Point Cannabis  
872 Washington Street  
Perris, CA 92570

and

Jason & Patricia Hale  
PO Box 231837  
Encinitas, CA 92023

(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.

3.3.1 Timing related to Building Permit. OWNER shall show substantial progress towards obtaining a building permit, as determined by the Planning Director, within two (2) years of the final approval of the conditional use permit. Subject to the Planning Director's discretion, if substantial progress has not occurred, the Agreement must return to the Board of Supervisors at a noticed public hearing where the Board of Supervisors has the discretion to cancel, modify, or extend the Agreement and/or the approved conditional use permit at that time.

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.

#### 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 issuance of the certificate of occupancy 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 issuance of the certificate of occupancy 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. 200032 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 and CUP No. 200032 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 hisrecommended 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 THE 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

  
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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: \_\_\_\_\_  
Kevin Jeffries  
Chairman, Board of Supervisors

ATTEST:

KIMBERLY RECTOR  
Clerk of the Board

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

FORM APPROVED COUNTY COUNSEL

BY: ACG 5-3-23  
AARON C. GETTIS DATE

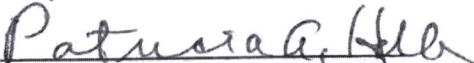


OWNER:


Dated: 4/26/2023

By:   
Jason Arch Hale

Dated: 4-26-2023

By:   
Patricia A. Hale

Dated: 4-26-2023

By:   
Lon J. Smith

Higher Point Cannabis, a  
California Corporation dba Westside CLLCTV

Dated: 4-26-2023

By:   
Lon J. Smith  
Chief Executive Officer and Secretary

**"See Attached  
Notarial  
Certificate"**

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

**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.

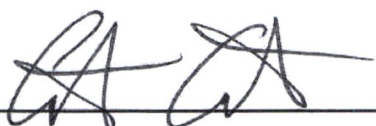
State of California  
County of Riverside )

On 04/26/2023 before me, Christina Cervantes Notary Public  
(insert name and title of the officer)

personally appeared Jason Arch Hale Patricia Ann Hale  
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  (Seal)



# CALIFORNIA CERTIFICATE OF 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 Riverside )

On May 1, 2023 before me, M. Torres Ruano, Notary Public,  
(here insert name and title of the officer)

personally appeared Lon J. Smith

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 M. Torres Ruano

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Development Agreement

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) Chief Executive Officer  
Title(s)  
and Secretary
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<b>Method of Signer Identification</b> Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
<b>Other</b> <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____



# CALIFORNIA CERTIFICATE OF 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 Riverside )

On May 1, 2023 before me, M. Torres Ruano, Notary Public  
(here insert name and title of the officer)

personally appeared Lon J. Smith

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 M. Torres Ruano

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Development Agreement

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<b>Method of Signer Identification</b> Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
<b>Other</b> <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

EXHIBIT "A"

Development Agreement No. 2000015

LEGAL DESCRIPTION OF PROPERTY

Parcel 1: (APN: 102-250-057)

That portion of Lot 3 of Trinidad Yorba Tract, in the County of Riverside, State of California, as shown by map on file in Book 2, Page 22 of Maps, Riverside County Records, described as follows:

Commencing at the intersection of the Southwesterly line of that certain strip of land condemned by the State of California for highway purposes, a certified copy of Decree of Condemnation being recorded October 1, 1941 in Book 517, Page 277 of Official Records, Riverside County Records, and the Westerly line of Paseo Grande, as shown by map of Yorba Heights Unit No. 1, on file in Book 22, Page 5 of Maps, Riverside County Records;

Thence South 8° 39' West on the Westerly line of said Paseo Grande, 192 feet to the true point of beginning; Thence South 8° 39' West, 60 feet; Thence North 80° 12' 15" West, 150 feet, to a point in the Southeasterly line of Yorba Heights Unit No. 2, as shown by map on file in Book 25, Page 2 of Maps, Riverside County Records;

Thence North 8° 39' East, 57 feet to the Southwest corner of that certain parcel conveyed to Santiago Luna by Deed recorded April 7, 1949 in Book 1066, Page 130 of Official Records, Riverside County Records;

Thence South 81° 21' East, 150 feet to the true point of beginning. Excepting therefrom those portions as granted in those Deeds to the Riverside County Transportation Commission Recorded February 21, 2014, as Document No. 2014-67530 and 2014-67531, Official Records.

Parcel 2: (APN: 102-250-059)

That portion of Lot 3 of Trinidad Yorba Tract, in the County of Riverside, State of California, as per Map recorded in Book 2, Page 22 of Maps, in the Office of the County Recorder of said County, described as follows: beginning at the Northwesterly corner of said land; Thence South 79°24'23" East 23.51 feet along the Northerly line of said land to the true point of beginning; Thence South 79°24'23" East 122.52 feet continuing along said Northerly line to a point thereon; Thence South 09° 26' 52" West 20.10 feet; Thence South 54° 26' 59" West 35.36 feet; Thence North 80° 32' 54" West 12.36 feet to a point, said point being the beginning of a curve concave Northeasterly having a radius of 100.00 feet;

Thence Northwesterly along said curve 101.86 feet through a central angle of 58° 21' 38" to the true point off beginning.

EXHIBIT "B"

Development Agreement No. 2000015

MAP OF PROPERTY AND ITS LOCATION



RIVERSIDE COUNTY PLANNING DEPARTMENT  
**CUP200032 DA2000015**  
 VICINITY/POLICY AREAS

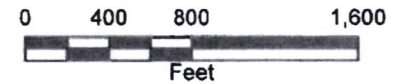
Supervisor: Spiegel  
 District 2

Date Drawn: 07/16/2021  
 Vicinity Map



Zoning Area: West Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2009, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may consider different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department either in Riverside at (951)935-3200 (Western County) or in Palm Desert at (760)865-6777 (Eastern County) or Website: <http://www.co.riverside.ca.us>

EXHIBIT "C"

Development Agreement No. 2000015

EXISTING DEVELOPMENT APPROVALS

Plot Plan No. 03013

Conditional Use Permit No. 200032

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. 2000015

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2021-108
2. Ordinance No. 348 as amended through Ordinance No. 348.4997
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.106
5. Ordinance No. 458 as amended through Ordinance No. 458.17
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.11
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. 650.7
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. 671.22
16. Ordinance No. 673 as amended through Ordinance No. 673.6
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.6
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. 787.10
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.3
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.17
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. 927.1
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements for the  
Consideration of Development Agreements
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

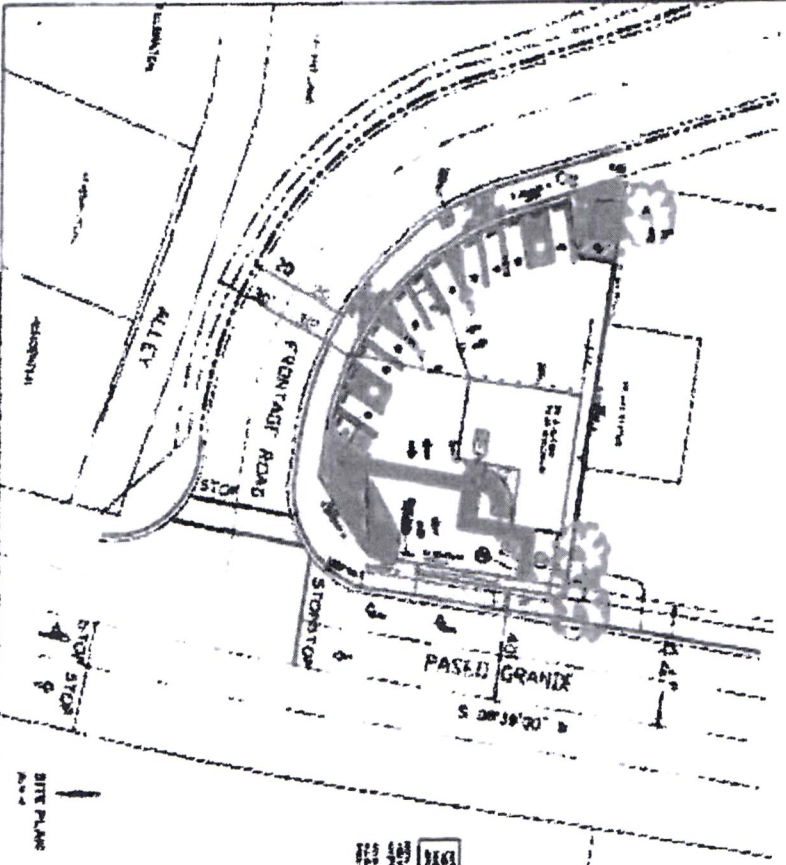
COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "E"

Development Agreement No. 2000015

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 200032 permits a Cannabis Retailer within a 1,748 square foot building located on a 0.18 acre lot. The Cannabis Retailer will include a retail area along with supporting storage, office, employee break area and reception area.



DATE PLANNED  
1998



**COUNTY OF RIVERSIDE**  
 REGISTERED ARCHITECT  
 COUNTY OF RIVERSIDE  
 ARCHITECTURAL BOARD  
 ARCHITECT NO. 12345



NOT TO SCALE  
 ALL DIMENSIONS ARE IN FEET AND INCHES  
 DIMENSIONS IN PARENTHESES ARE IN METERS  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED  
 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED  
 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

**GENERAL NOTES:**  
 1. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS AND HAS OBSERVED THE SITE AND SURROUNDINGS.  
 2. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS AND HAS OBSERVED THE SITE AND SURROUNDINGS.  
 3. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS AND HAS OBSERVED THE SITE AND SURROUNDINGS.  
 4. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS AND HAS OBSERVED THE SITE AND SURROUNDINGS.

**PROPOSED MATERIALS:**  
 1. CONCRETE  
 2. BRICK  
 3. STONE  
 4. METAL  
 5. GLASS

**APP Group, Inc.**  
 12345 Main Street  
 Riverside, CA 92501  
 TEL: (951) 555-1234  
 FAX: (951) 555-5678

A-0



EXHIBIT "F"

Development Agreement No. 2000015

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

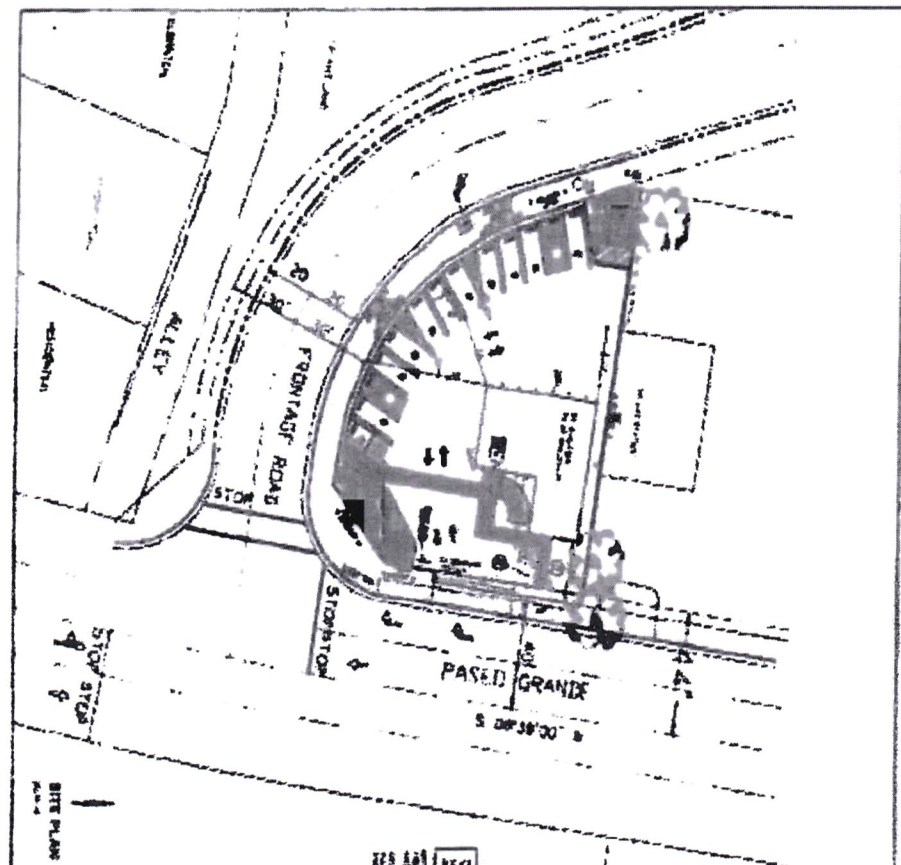
The Cannabis Retailer operating at the Property pursuant to CUP No. 200032 includes a 1,748 square foot building on a 0.18 acre parcel, which will include a retail area along with supporting storage, office, employee break area and reception area as more specifically shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$27,968.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 2000015

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 1,748 square feet suite that will be used for the Cannabis Retailer operations as shown in this Exhibit "G."



**COUNTY OF RIVERSIDE**

PLANNING DIVISION  
 400 WEST 9TH STREET  
 PASADENA, CALIFORNIA 92369  
 TEL: 714/799-1000



**NOTES:**  
 1. SEE PLANS FOR ALL DIMENSIONS AND NOTES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE ORDINANCES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

**PERMITS:**  
 ALL PERMITS SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PERMITS AND FEES.  
 THE PERMITTING AGENCIES SHALL BE NOTIFIED OF ANY CHANGES TO THE PROJECT.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/15/00
2	FINAL PLAN	11/01/00
3	REVISIONS	11/15/00

**GENERAL NOTES:**  
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE ORDINANCES.  
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

**ACE Group, Inc.**  
 11111 WILSON AVENUE  
 CUSTONIA, CALIFORNIA  
 TEL: 714/799-1000

1-A-0

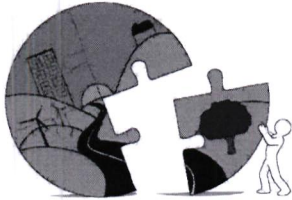


EXHIBIT "H"

Development Agreement No. 2000015

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000 with an annual increase of 5%. The COUNTY will utilize this 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, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

*John Hildebrand*  
*Planning Director*

## NOTICE OF EXEMPTION

**TO:**  Office of Planning and Research (OPR)  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

**FROM:** Riverside County Planning Department  
 4080 Lemon Street, 12th Floor  
P. O. Box 1409  
Riverside, CA 92502-1409

38686 El Cerrito Road  
Palm Desert, CA 92201

County of Riverside County Clerk

**Project Title/Case No.:** Conditional Use Permit No. 200032 (CUP200032) Development Agreement No. 2000015 (DA2000015)

**Project Location:** The project is located north of Frontage Rd. south of W. 6<sup>th</sup> St. and west of Paseo Grande (646 Paseo Grande, Corona.

**Project Description:** Conditional Use Permit 200032 proposes to use an existing 1,748 square foot building as a storefront cannabis retailer with office space for the cannabis business and will include tenant improvements to the existing building and site. In addition, the cannabis retailer will also offer mobile deliveries during normal business hours. Development Agreement No. 2000015 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 of the CUP200032 and DA2000015 and provide community benefits to the West Corona Area.

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

**Project Applicant & Address:** Higher Point Cannabis, c/o Lon Smith, 17551 Holden Dr.

**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)
- Statutory Exemption (\_\_\_\_\_)
- Other: 15061 (b)(3)



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 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption).

The Project is exempt pursuant to Article 19, Section 15301 (Existing Facilities), which states: Class I consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposal for CUP200032 includes the renovation of an existing 1,748 square foot building previously used as a beauty salon to be used as a Cannabis retail storefront. The proposed project also includes the demolition and removal of a storage area attached to the western portion of the existing building. Under this categorical exemption, the described demolition would be exempted as the project is located within an urbanized area and the primary existing commercial structure would remain intact. The proposed alterations are interior modifications to an existing structure and would not significantly expand the capability of the site beyond what already exists. The Project, as proposed, does not seek to expand the existing structure, nor does it propose any significant construction or grading to the Project site. As such, the Project falls within the standards for Class I since the scope proposes only minor alterations to an existing structure. Thus, the Project is in compliance with the guidelines of Article 19, Section 15301 Class 1, Existing Facilities.

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 as no grading activities are proposed and façade and other interior tenant improvements are included to renovate and improve the site. The Project does not propose any new grading or construction as no significant expansions or alterations to the structure or the site are proposed. Therefore, the Project would not create a greater level of potential impacts beyond what already exists, and all future projects that are similar to or are located within the same area will be evaluated pursuant to CEQA. The Project has also been conditioned to comply with all applicable General Plan policies, County Ordinances, and State law for the proposed use, and has also been conditioned to maintain any applicable permits from the Riverside County Departments throughout the duration of its operations. 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.

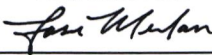
None of the exceptions pursuant to State CEQA Guidelines Section 15300.2 apply. The Project would not have a significant effect on the environment due to unusual circumstances since the proposed cannabis retail use is permitted uses pursuant to the applicable sections of the General Plan and Ordinance No. 348; would not result in a cumulative impact since it would present similar environmental impacts compared to any other retail use, including the previous retail use beauty salon, that was permitted to occupy the project site; would not impact any historic resources or cultural resources since any renovations will be interior; is not located on a designated hazardous waste site or location; and is not located adjacent to a roadway classified as a State Scenic, eligible State Scenic, or County Eligible Scenic Highway. Accordingly, there are no foreseeable exceptions to the above categorical exemptions that would prevent them from applying.

Jose Merlan

(951) 955-0314

County Contact Person

Phone Number



Principal Planner

May 3, 2023

Signature

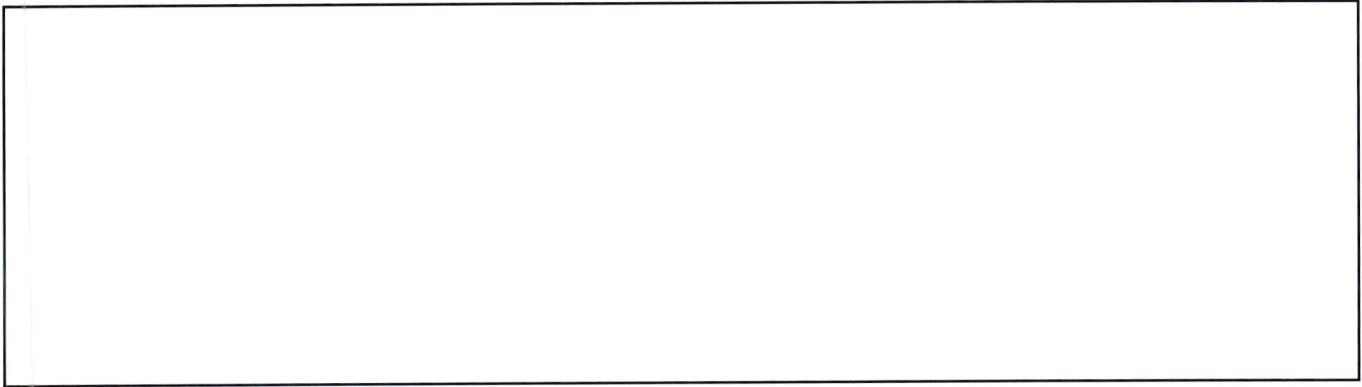
Title

Date

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

Revised: 05/03/2023: Y:\Planning Master Forms\Templates\CEQA Forms\Form\_NOE.docx













Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 1      80 - TRANSPORTATION - Landscape Common Area CNot Satisfied amendments thereto).

3) The common maintenance areas shall include all those identified on the approved landscape maintenance exhibit.

The Transportation Department, Landscape Section shall clear this condition once a copy of the County Counsel approved CC&R's has been submitted to the Transportation Department, Landscape Section.

080 - Transportation. 2      80 - TRANSPORTATION - Landscape Inspection DeposiNot Satisfied Landscape Inspection Deposit Required

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:

Prior to building permit issuance, the developer/permit holder shall verify all plan check fees have been paid and deposit sufficient funds to cover the costs of the required landscape inspections associated with the approved landscape plans. The deposit required for landscape inspections shall be determined by the Transportation Department, Landscape Section. The Transportation Department, Landscape Section shall clear this condition upon determination of compliance.

080 - Transportation. 3      80 - TRANSPORTATION - Landscape Plot Plan/Permit FNot Satisfied Landscape Plot Plan/Permit Required

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:

Prior to issuance of building permits, the developer/permit holder shall apply for a Plot Plan (Administrative/PPA) Landscape Permit (LSP) or Landscape Plot Plan (LPP) from TLMA Land Use along with applicable deposit (plan check and inspection are DBF fees).

Provide construction level landscape plans in PDF (all sheets compiled in 1 PDF file), along with an electronic transmittal memo in PDF (include Owner contact, Developer, if not the same as the owner, Project manager, person or persons most likely to inquire about the status of the plans, Landscape Architect, Principal or LA signing the plans, Landscape Architect, Project Manager, person responsible for making the corrections, if different from above), and a current set of grading plans in PDF, and submit all three PDF files on a CD (compact Disc) with application. The landscape plans shall be prepared in a professional manner by a California Licensed/Registered Landscape Architect and signed/stamped by such.

Drawings shall be completed on County standard Transportation Department title block, plan sheet format (24 inch x 36 inch), 1:20 scale, north arrow, limit of work lines, hardscape features, graphic scale, and street names, etc. The landscaping plans shall be in conformance with the APPROVED EXHIBITS; in compliance with Ordinance No. 348, Section 18.12; Ordinance No. 859; and, be prepared consistent with the County of Riverside Guide to California Friendly Landscaping. At minimum, plans shall include the following components:

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 3            80 - TRANSPORTATION - Landscape Plot Plan/Permit RNot Satisfied

- 1) Landscape and irrigation working drawings (stamped) by a California certified/registered landscape architect;
- 2) Weather-based controllers and necessary components to eliminate water waste;
- 3) A copy of the (stamped) approved grading plans; and,
- 4) Emphasis on native and drought tolerant species.

When applicable, plans shall include the following components:

- 1) Identification of all common/open space areas;
- 2) Natural open space areas and those regulated/conserved by the prevailing MSHCP and or ALUC;
- 3) Shading plans for projects that include parking lots/areas;
- 4) The use of canopy trees (24 inch box or greater) within the parking areas;
- 5) Landscaping plans for slopes exceeding 3 feet in height;
- 6) Landscaping and irrigation plans associated with entry monuments. All monument locations shall be located outside of the ROW and dimensions shall be provided on the plan; and/or,
- 7) If this is a phased development, then a copy of the approved phasing plan shall be submitted for reference.

Please reference Landscape Plan Checklists available online at RCTLMA.org.

NOTE: When the Landscaping Plot Plan is located within a special district such as LMD/CSA/CFD or Valleywide, the developer/permit holder shall submit plans for review to the appropriate special district for simultaneous review. The permit holder shall show evidence to the Transportation Department, Landscape Section that the subject district has approved said plans. Water Districts such as CVWD, TVWD, and EMWD may be required to approve plans prior to County approval.

Upon verification of compliance with this condition and the APPROVED EXHIBITS, the Transportation Department, Landscape Section shall clear this condition.

080 - Transportation. 4            80 - TRANSPORTATION - Landscape Project Specific RNot Satisfied

Landscape Project Specific Requirements

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:

In addition to the requirements of the Landscape and Irrigation Plan submittal, the following project specific conditions shall be imposed:

a. Landscape screening located from Paseo Grande to Frontage Rd. shall be designed to ensure full, opaque, coverage up to a minimum height of (15) feet at maturity except that planting within ten feet of an entry or exit driveway shall not be permitted to grow higher than eighteen (18) inches and no trees shall be planted within ten (10) feet of driveways, alleys, or street intersections.

b. Project shall comply with the latest version of Ord. 859 ETo of .45, for commercial



Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 4      80 - TRANSPORTATION - Landscape Project Specific RNot Satisfied applications, .50 ETo for residential, or .70 ETo for recycled water uses. Project shall comply with the latest State Model Water Efficient Landscape Ordinance. Project shall comply with the local servicing water purveyor/district/company landscape requirements including those related to recycled water.

c. Project proponent shall design overhead irrigation with a minimum 24 inch offset from non-permeable surfaces, even if that surface drains into a permeable area.

d. Landscaping plans shall incorporate the use of specimen (24 inch box or greater) canopy trees. All trees and shrubs shall be drawn to reflect the average specimen size at 15 years of age. All trees shall be double or triple staked and secured with non-wire ties.

e. Project shall prepare water use calculations as outlined in Ord 859.3.

f. Trees shall be hydrozoned separately.

g. Irrigation shall be designed using hydrozones by plant water type, irrigation type, and flat/sloped areas.

h. The developer/ permit holder/landowner shall use the County of Riverside's California Friendly Plant List when making plant selections. Use of plant material with a LOW or VERY LOW water use designation is strongly encouraged.

i. All plant materials within landscaped areas shall be maintained in a viable growth condition throughout the useful plant life, and replaced with an equal or lessor water use plant.

j. Project shall use County standard details for which the application is available in County Standard Detail Format.

k. Monuments, boulders, and fan palms shall be located outside the County Maintained Road Right-of-Way (ROW).

l. Restricted plant species noted in MSHCP documents shall not be used if MSHCP areas are adjacent to the project.

n. Plant species shall meet ALUC requirements, if applicable.

o. Hydroseeding is not permitted in stormwater BMP slope areas, container stock will be required on slopes. Trees must be located to avoid drainage swales and drain, utility, leach, etc. lines and structures.

p. Landscape and irrigation plans must meet erosion control requirements of Ordinance 457.

q. Project shall use (25) Percent point source irrigation type regardless of meeting the water budget with alternative irrigation methods, except as needed within stormwater BMP areas as noted in an approved WQMP document. Point source is defined as one emitter (or two) located at each plant. In-line emitter tubing is not defined as point source for the purpose of this requirement.



Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 4            80 - TRANSPORTATION - Landscape Project Specific RNot Satisfied

r. Typical Front Yard landscaping plans (construction document level package) shall be submitted to Transportation Department for approval. Front yards shall not have turf lawns.

s. Common areas and open space landscaping plans (construction document level package) shall be submitted to Transportation Department for approval.

t. The project proponent or current property owner shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.

u. Project shall install purple/reclaimed/recycled components as deemed necessary and as determined by the County and/or water district.

v. Project proponent shall provide 12 inch wide concrete maintenance walkway on planter islands adjacent to parking spaces. Concrete maintenance walkway shall be shown on landscape and grading plans, typical.

w. Provide appropriate screening at off street parking area, entire perimeter will need to be (3) foot wide planter with shrubs maintained at least (3) foot tall.

x. Provide vines / landscaping screening at air conditioning units, mechanical equipment and trash enclosures.

080 - Transportation. 5            ANNEXATION INTO L&LMD OR OTHER DISTRICT            Not Satisfied

Prior to the issuance of a building permit, the project proponent shall comply with County requirements within public road rights-of-way, in accordance with Ordinance 461. Assurance of maintenance is required by filing an application for annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated by contacting the Transportation Department at (951) 955-6767, and/or any other maintenance district approved by the Transportation Department or by processing and filing a 'Landscape Maintenance Agreement' through the Transportation Department Plan Check Division. Said annexation should include the following:

- (1) Landscaping.
- (2) Graffiti abatement of walls and other permanent structure.
- (3) Street sweeping.

080 - Transportation. 6            LANDSCAPING DESIGN PLANS            Not Satisfied

Landscaping within public road right of-way shall comply with Transportation Department standards, Ordinance 461, Comprehensive Landscaping Guidelines & Standards, and Ordinance 859 and shall require approval by the Transportation Department.

Landscaping plans shall be designed within the streets associated with the development and submitted to the Transportation Department. Landscaping Plans shall be submitted on standard County format (24" x 36"). Landscaping plans shall with the street improvement plans.

080 - Transportation. 7            UTILITY COORDINATION            Not Satisfied

Proposed electrical power lines below 33.6 KV within public right of way for this project site



Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 7            UTILITY COORDINATION (cont.)            Not Satisfied  
shall be designed to be placed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. A disposition note describing the above shall be reflected on the site plan. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

Waste Resources

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

E Health

090 - E Health. 1                E Health Clearance            Not Satisfied  
Prior to building permit final, clearance must be obtained from the Department of Environmental Health.

-----  
Upon connection to City of Corona Sanitary Sewer service, the existing onsite wastewater treatment system (OWTS) shall be properly removed or abandoned under permit with the Department of Environmental Health (DEH). Applicable fees shall apply.



Plan: CUP200032

Parcel: 102250057

90. Prior to Building Final Inspection

E Health

090 - E Health. 2                      Gen - Custom                      Not Satisfied

Water and sewer will serve letter received from City of Corona. Prior to occupancy, provide documentation of water and sewer service.

090 - E Health. 3                      Hazmat Clearance                      Not Satisfied

Obtain clearance from the Hazardous Materials Management Division.

Transportation

090 - Transportation. 1                      90 - TRANSPORTATION - Landscape Inspection and DrNot Satisfied

Landscape Inspection and Drought Compliance

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:

The developer/permit holder shall coordinate with their designated landscape representative and the Transportation Department landscape inspector to ensure all landscape planting and irrigation systems have been installed in accordance with APPROVED EXHIBITS, landscaping, irrigation, and shading plans. The Transportation Department will ensure that all landscaping is healthy, free of weeds, disease and pests; and, irrigation systems are properly constructed and determined to be in good working order. The developer/permit holder's designated landscape representative and the Transportation Department landscape inspector shall determine compliance with this condition and execute a Landscape Certificate of Completion. All landscape inspection deposits and plan check fees shall be paid.

Upon determination of compliance, the Transportation Department, Landscape Section shall clear this condition.

090 - Transportation. 2                      COMPLETE ANNEXATION INTO L&LMD OR OTHER DNot Satisfied

Prior to issuance of an occupancy permit, the project proponent shall complete annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated, and/or any other maintenance district approved by the Transportation Department or by processing and filing a 'Landscape Maintenance Agreement' through the Transportation Department Plan Check Division for continuous maintenance within public road rights-of-way, in accordance with Ordinance 461, Comprehensive Landscaping Guidelines & Standards, and Ordinance 859.

090 - Transportation. 3                      FEE PAYMENT                      Not Satisfied

Prior to the time of issuance of a Certificate of Occupancy or upon final inspection, whichever occurs first, the Project shall pay fees in accordance with the fee schedule in effect at the time of payment:

- All Transportation Uniform Mitigation Fees (TUMF) in accordance with Ordinance 824.

090 - Transportation. 4                      IMPROVEMENTS                      Not Satisfied

IMPROVEMENTS

1. Proper channelization shall be constructed at the driveway to restrict left in and left out vehicular movement as directed by the Director of Transportation.



Plan: CUP200032

Parcel: 102250057

90. Prior to Building Final Inspection

Transportation

090 - Transportation. 4 IMPROVEMENTS (cont.) Not Satisfied

2. Driveway shall be reconstructed per Standard No. 207(A), Ordinance 461.

090 - Transportation. 5 LANDSCAPING INSTALLATION COMPLETION Not Satisfied

Landscaping within public road right-of-way shall comply with Transportation Department standards and Ordinance 461 and shall require approval by the Transportation Department. Landscaping shall be improved along the streets associated with this development.

Non-residential permits - After a successful landscape ONE-YEAR POST-ESTABLISHMENT INSPECTION, the Landscape Inspector and the Licensed/Registered Landscape Architect shall execute a Landscape Certificate of Completion that shall be submitted to the Transportation Department, Landscape Section. Landscape Bonds may be released at that time.

090 - Transportation. 6 UTILITY INSTALL Not Satisfied

Electrical power, telephone, communication, street lighting, and cable television lines shall be installed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. This also applies to all overhead lines below 34 kilovolts along the project frontage and all offsite overhead lines in each direction of the project site to the nearest offsite pole. A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion for clearance.

In addition, the Project shall ensure that streetlights are energized and operational along the streets of those lots where the Project is seeking Building Final Inspection (Occupancy).

Waste Resources

090 - Waste Resources. 1 Gen - Custom 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

090 - Waste Resources. 2 Gen - 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 verified through an on-site inspection by the Riverside County Department of Waste Resources.

090 - Waste Resources. 3 Gen - 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.

05/03/23  
12:20

Riverside County PLUS  
CONDITIONS OF APPROVAL

Page 10

Plan: CUP200032

Parcel: 102250057

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 3    Gen - Waste Reporting Form and Receipts (cont.)    Not Satisfied



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

Charissa Leach, P.E.  
Assistant CEO/TLMA Director



05/03/23, 12:18 pm

**CUP200032**

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP200032. 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 - Preamble**

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Plan (CUP200032) 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.

Comments: CHR180010

**Advisory Notification. 2            AND - Project Description & Operational Limits**

Conditional Use Permit No. 200032 (CUP200032) proposes to use an existing 1,748 square foot building as a storefront cannabis retailer with office space for the cannabis business and will include tenant improvements to the existing building and site. In addition, the cannabis retailer shall also offer mobile deliveries during normal business hours.

Development Agreement No. 2000015 (DA2000015) 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 of CUP200032 and DA2000015, and provides community benefits to the West Corona Area.

The project is located north of Frontage Rd, south of W 6th St, and west of Paseo Grande.

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

Comments: CHR180010

**Advisory Notification. 3            AND - Exhibits**

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

- Exhibit A (Site Plan), dated 8/30/20.
- Exhibit B (Elevations), dated 8/30/20.
- Exhibit C (Floor Plans), dated 8/30/20.
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 8/30/20.



## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

#### Advisory Notification. 3            AND - Exhibits (cont.)

Exhibit H (Wall and Fencing Plan), dated 8/30/20.

Comments: CHR180010

#### Advisory Notification. 4            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. 421 (Excavation Covering & Swimming Pool Safety)
  - 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. 625 (Right to Farm)
  - 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. 927 (Regulating Short Term Rentals)
  - 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. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

#### Advisory Notification. 4            AND - Federal, State & Local Regulation Compliance (cont.)

- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

Comments: CHR180010

### E Health

#### E Health. 1                            DEH ECP COMMENT

Based on the information provided in the environmental assessment documents submitted for this project and a site visit conducted by RCDEH-ECP (Riverside County Department of Environmental Health – Environmental Cleanup Program) staff and with the provision that the information was accurate and representative of site conditions, RCDEH-ECP 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.

#### E Health. 2                            DEH LU COMMENTS

DEH Comments:

Project Summary:

Proposed project consists of a cannabis retail operation. Anticipated operating hours are from 6 AM to 10 PM, Monday through Sunday, 365 days a year.

There will be two (8 Hour) shifts with up 5 employees total per shift not including management.

-----  
Sanitary Sewer Service Available - City of Corona Department of Water and Power:

Per City of Corona "Will-Serve" Letter dated February 5, 2021, the project is eligible to receive water and sewer service upon satisfaction of all terms and conditions for service and payment of applicable fees and charges as set forth in the City's applicable Rules and Regulations.

City of Corona's Map of existing sewer service shows a sewer line located approximately 231.71 feet to the northwest of the property on Frontage Road. A second sewer line is located approximately 239.09 feet to the north of the property on West 6th Street.

Due to the potential high waste water strength associated with cannabis operations, this project shall connect to sanitary sewer.

Prior to Building Permit Issuance, the applicant shall submit a copy of the "First Commitment Letter" and proof of initial fees paid for pending sewer service with the City of Corona to this Department.

-----  
Removal/Abandonment of Existing Onsite Wastewater Treatment System (OWTS)

Prior to Building Final, the applicant shall properly remove or abandon the existing OWTS and connect to City of Corona Sanitary Sewer Service.

-----  
Santa Ana Regional Water Quality Control Board (SARWQCB) Clearance

SARWQCB, clearance shall be required for any onsite wastewater treatment system (OWTS).

-----  
The Department of Environmental Health (DEH) reserves the right to regulate in accordance with all



## ADVISORY NOTIFICATION DOCUMENT

### E Health

#### E Health. 2 DEH LU COMMENTS (cont.)

applicable rules and regulations should further information indicate the requirements.

### 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.

Comments: CHR180010

#### 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.

Comments: CHR180010

#### 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.

Comments: CHR180010

#### General. 4 General – 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









## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 1

#### 15 - PLANNING - Landscape Requirement (cont.)

To ensure ongoing maintenance, the developer/ permit holder or any successor-in-interest shall:

- 1) Connect to a reclaimed water supply for landscape irrigation purposes when reclaimed water is made available.
- 2) Ensure that landscaping, irrigation and maintenance systems comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859.
- 3) Ensure that all landscaping is healthy, free of weeds, disease and pests.

#### Planning. 2

#### 24/7 On-site Security

24 security personnel will be stationed on-site at all times. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.

#### Planning. 3

#### General - A. Application Requirements

At the time of filing the application for a Commercial Cannabis Activity on a form provided by the Planning Department, the applicant shall also provide the applicable fee for processing the land use permit application. All entitlement fees shall be paid in full, prior to operating the cannabis business.

Comments: CHR180010

#### Planning. 4

#### General - B. State License Required

Obtain and maintain during the life of the Commercial Cannabis Activity the applicable California license issued pursuant to California Business and Professions Code Sections 19300.7 or 26050(a) as may be amended from time to time.

Comments: CHR180010

#### Planning. 5

#### General - C. Suspension, Revocation, or Termination of State License

Suspension of a license issued by the State of California, or by any State licensing authority, shall immediately suspend the ability of a Commercial Cannabis Activity to operate within the County until the State, or its respective State licensing authority, reinstates or reissues the State license. Revocation or termination of a license by the State of California, or by any State licensing authority, will also be grounds to revoke or terminate any conditional use permit granted to a Commercial Cannabis Activity pursuant to this Article.

Comments: CHR180010

#### Planning. 6

#### General - D. Health and Safety

Commercial Cannabis Activities shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public. Commercial Cannabis Activities shall not create a public nuisance or adversely affect the health or safety of the nearby residents, businesses or employees working at the Commercial Cannabis Activity by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe









## ADVISORY NOTIFICATION DOCUMENT

### Planning

**Planning. 15**

**General - M. Restriction on Consumption (cont.)**

**Planning. 15**

**General - M. Restriction on Consumption**

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

Comments: CHR180010

**Planning. 16**

**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.

Comments: CHR180010

**Planning. 17**

**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. 17

#### 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.

Comments: CHR180010

#### Planning. 18

#### 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.

Comments: CHR180010

#### Planning. 19

#### 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.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 19

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

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 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.

Comments: CHR180010

#### Planning. 20

#### 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



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### **Planning. 20**                      **General - Q. Records (cont.)**

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.

Comments: CHR180010

#### **Planning. 21**                      **General - R. Water**

All Commercial Cannabis Activities shall obtain a 'Will Serve' letter from the applicable water purveyor, indicating agreement to supply water for the Commercial Cannabis Activity. The letter shall include the activity proposed and any improvements required for service. For Commercial Cannabis Activities where water service is not available, conditions from the Department of Environmental Health for a permitted onsite, in-ground well will be required for the conditional use permit. Irrigation and domestic water supplies shall not include water transported by vehicle from off-site sources.

Comments: CHR180010

#### **Planning. 22**                      **General - S. Waste Water**

All Commercial Cannabis Activities shall obtain a 'Will Serve' letter from the applicable sanitary sewer purveyor, indicating agreement to supply sewer for the Commercial Cannabis Activity. The letter shall include the activity proposed and any improvements required for service. For Commercial Cannabis Activities where sewer service is not available, conditions from the Department of Environmental Health will be required for the conditional use permit. Where sanitary sewer is not available, the applicant shall obtain clearance from the appropriate regional water quality control board.

Comments: CHR180010

#### **Planning. 23**                      **General - T. Parking**

Parking shall be provided in accordance with Section 18.12 of this ordinance.

Comments: CHR180010

#### **Planning. 24**                      **General - U. Visibility**

In no case shall Live Cannabis Plants be visible from a public or private road, sidewalk, park or common public viewing area.

Comments: CHR180010

#### **Planning. 25**                      **General - V. Hazardous Materials**

All Commercial Cannabis Activities that utilize hazardous materials shall comply with applicable hazardous waste generator, Riverside County Ordinance No. 615, and hazardous materials handling, Riverside County Ordinance No. 651, requirements and maintain any applicable permits for these programs from the



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 25

#### General - V. Hazardous Materials (cont.)

Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner.

Comments: CHR180010

#### Planning. 26

#### General - W. Compliance with Local and State Laws and Regulations

1. All Commercial Cannabis Activities shall comply with all applicable local and State laws, ordinances and regulations related to, but not limited to, the following: the California Environmental Quality Act, California Building Code, California Fire Code, Riverside County Ordinance No. 787, Riverside County Ordinance No. 457, Riverside County Ordinance No. 657, Riverside County Ordinance No. 745, Airport Land Use Compatibility Plans, weights and measures regulations, track and trace requirements, pesticide use, water quality, storm water discharge and the grading of land.

2. All buildings and structures, including greenhouse, hoop structures, or other similar structures shall comply with all applicable Building, Fire, and Safety laws and regulations. All buildings and structures shall be reviewed by the Riverside County Building and Safety Department in accordance with the California Building Code and Riverside County Ordinance No. 457 and by the Riverside County Fire Department in accordance with Riverside County Ordinance No. 787 and the California Fire Code.

Comments: CHR180010

#### Planning. 27

#### General - X. Material Alterations to Premises

No physical change, alteration, or modification shall be made to a Premises without first obtaining the appropriate approvals from the County, including but not limited a substantial conformance or revised permit and all other necessary permits. Alterations or modifications requiring approval include, without limitation: (i) the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway, or passage alters or changes limited-access areas within the Premises; (ii) the removal, creation, addition, or relocation of a Cultivation Area; (iii) or the addition or alteration of a water supply. The requirement of this Section is in addition to compliance with any other applicable State or local law or regulation pertaining to approval of building modifications, zoning, and land use requirements. In the event that the proposed modification requires a new or modified conditional use permit such permit must be obtained prior to issuance of building permits.

Comments: CHR180010

#### Planning. 28

#### General - Y. Multiple Commercial Cannabis Activities

Multiple Commercial Cannabis Activities may be allowed on the same lot provided the proposed activities are allowed in the zone classification and meet all requirements in this Article and State Law.

Comments: CHR180010

### Planning-All

**ADVISORY NOTIFICATION DOCUMENT****Planning-All****Planning-All. 1 Cannabis Retail Operations - 1 (cont.)****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.

Comments: CHR180010

**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.

Comments: CHR180010

**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.

Comments: CHR180010

**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.

Comments: CHR180010

**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.

Comments: CHR180010

**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.

Comments: CHR180010

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



## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

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

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.

Comments: CHR180010

#### **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.

Comments: CHR180010

#### **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.

Comments: CHR180010

#### **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.

Comments: CHR180010

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

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

Comments: CHR180010

#### **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.

Comments: CHR180010

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

#### Planning-All. 13                      Cannabis Retail Operations - 8 (cont.)

Comments: CHR180010

#### 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.

Comments: CHR180010

### Transportation

#### Transportation. 1                      Gen - Custom

- 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.

- 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                      Gen - Custom

Advisory Notices

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



## ADVISORY NOTIFICATION DOCUMENT

### Waste Resources

#### Waste Resources. 1

#### Gen - Custom (cont.)

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:

[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.



**PLANNING COMMISSION  
MINUTE ORDER  
OCTOBER 6, 2021**

**I. AGENDA ITEM 3.1**

**CONDITIONAL USE PERMIT NO. 200032 and DEVELOPMENT AGREEMENT NO. 2000015 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6<sup>th</sup> Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. Continued from August 18, 2021 and September 22, 2021.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

Project Planner: Gabriel Villalobos at (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org).

Spoke in favor:

Stan Jacobowitz, Applicant's Representative

Spoke in opposition:

Efrain Meraz, Neighbor, 949-545-3278

Joe Cruz, Interested Party, 714-457-7465

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 5-0

The Planning Commission Recommends that the Board of Supervisors take the following actions:

**FIND** the project exempt from the California Environmental Quality Act (CEQA); and,

**TENTATIVELY** Approve Development Agreement No. 2000015; and,

**APPROVE** Conditional Use Permit No. 200032, subject to the conditions of approval as modified at hearing.





**PLANNING COMMISSION  
MINUTE ORDER  
SEPTEMBER 22, 2021**

**I. AGENDA ITEM 3.1**

**CONDITIONAL USE PERMIT NO. 200032 and DEVELOPMENT AGREEMENT NO. 2000015 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6<sup>th</sup> Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. Continued from August 18, 2021.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

Project Planner: Gabriel Villalobos at (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org).

No one spoke in favor, opposition, or in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

None.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Closed

Motion by Commissioner Thornhill, 2<sup>nd</sup> by Commissioner Leonard

By a vote of 5-0

**CONTINUED** to October 6, 2021.



**PLANNING COMMISSION  
MINUTE ORDER  
AUGUST 18, 2021**

**I. AGENDA ITEM 4.3**

**CONDITIONAL USE PERMIT NO. 200032 and DEVELOPMENT AGREEMENT NO. 2000015 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6<sup>th</sup> Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

Project Planner: Gabriel Villalobos at (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org).

Spoke in favor:

Joshua Naggar, Applicant's Representative

Rod Arsalan, Applicant's Representative

Spoke in opposition:

Efrain Meraz, Interested Party, 949-545-3278

Wes Speake, Interested Party, 951-906-8626

Dean Stamp, Neighbor

Anne Freed, Neighbor

Jaime Shaffer, Neighbor

No one spoke in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

Traffic volume, location, and parking.

**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 Shaffer Absent)

**CONTINUED** to September 22, 2021.



## PARKING AGREEMENT

This agreement (the "Agreement") is entered into by and between Higher Point Cannabis, a California corporation ("Higher Point") located at 646 Paseo Grande, Corona CA, 92882, and the America Legion Joe Dominguez Post 742 (the "Legion"), a California corporation located at 1557 Yorba Street, Corona, CA, 92882 (collectively, the "Parties").

**WHEREAS**, The Legion is a not for profit organization. It operates in reliance on donations and contributions from its members and the local community. It intends to add to its current infrastructure, including expanding its parking lot.

**WHEREAS**, Higher Point is a local organization operating in compliance with all applicable regulations and licenses in order to operate its business. It is in need of overflow parking for its employees.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and obligations hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as follows:

### 1. Parking lot space use; restrictions; compensation; liability insurance

The Legion agrees to allow up to **5 parking lot spaces** in its parking lot (the "Parking Lot") located at 1557 Yorba Street, Corona, CA, 92882 to be used by Higher Point employees during normal work hours. At no time may Higher point allow any customers or persons other than Higher Point employees to use the Parking Lot. No Higher Point employee may leave any vehicle in the Parking Lot overnight. At no point may any cannabis be allowed in the Parking Lot or on any Legion property.

Higher agrees to pay the Legion the sum of **\$1,000.00** per month as compensation for its use of the Parking Lot. Higher Point agrees to indemnify the Legion for any and all claims against it arising out of Higher Point's use of the Parking Lot, including but not limited to physical or personal injury to Higher Point employees and their property. Higher Point releases the Legion from any and all claims against it arising out of Higher Point's use of the Parking Lot, including but not limited to physical or personal injury to Higher Point employees and their property.


Higher Point also agrees to include the Legion as an "Additional Insured" on its business liability insurance policy, maintain such insurance coverage for the duration of the term of this Agreement, and provide a copy of said insurance policy for the Legion's records.

### 2. Term & Termination

The parties agree this shall be a **5-year** (the "Term") agreement beginning on the first date which Higher Point uses the Legion's parking lot for the above employee parking. The Parties may review and renew this Agreement completion of the Term. This agreement may be terminated by either party upon **60 days** notice after such notice is mailed to the other Party at the address listed in this Agreement, above.

### 3. Force Majeure

Parking Agreement at 1557 Yorba St., Corona, CA 92882





The Parties agree that this Agreement is subject to any and all laws, regulations, and restrictions imposed by the local, state, and national government and or other governing bodies. In the event that either party is unable to perform due to government or governmental body prohibitions or proscriptions, this agreement shall be deemed impossible to perform.

**4. Governing law; venue; dispute resolution; amendment**

In the event of a dispute arising out of this Agreement. The Parties agrees to first submit the dispute to mediation through the Riverside County Bar Association Dispute Resolution program, subject to said body's dispute resolution procedures. This Agreement is governed by the laws of the State of California. If mediation is unsuccessful, any action must be filed in Riverside County, California. Any term of this Agreement may be amended or waived only with the written consent of the Parties.

**IN WITNESS WHEREOF**, the undersigned Parties have read and fully understood the terms, conditions, and obligations set forth hereto, have capacity and right to enter into this Agreement, and agree to be bound thereby.

Effective as of 5/11 2022

Date

:

4/5/2022

Signature:



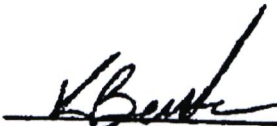
\_\_\_\_\_  
Lon Smith,  
Owner,  
Higher Point Cannabis

Date

:

27 APR 22

Signature:



Printed Name:

KEVIN BUTTON

American Legion

Title:

Commander

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



AGENDA NO.

**21.2**

(MT 21419)

10:00 a.m. being the time set for public hearing on the recommendation from Transportation And Land Management Agency/Planning regarding the Public Hearing Conditional Use Permit No. 200032 and Development Agreement No. 2000015 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6th Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a Cannabis Retailer - Storefront location and would include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. District 2.

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, May 9, 2023, at 10:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: None

Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 2, 2023 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: May 2, 2023

Kimberly A. Rector, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Branna Smith* Deputy

AGENDA NO.

**21.2**

xc: Planning, COB



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



**ITEM: 21.2  
(ID # 21419)**

**MEETING DATE:  
Tuesday, May 02, 2023**

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 200032 and Development Agreement No. 2000015 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – 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 Frontage Road, southerly of W. 6th Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a Cannabis Retailer - Storefront location and would include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059. District 2. [Applicant Funds 100%]  
**(STAFF REQUESTING CONTINUANCE TO MAY 9, 2023)**

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

**CONTINUE** Conditional Use Permit (CUP200032) and Development Agreement (DA2000015) to a date certain of May 9, 2023.

**ACTION:**Set for Hearing, Policy

  
John Hildebrand, Planning Director 4/27/2023

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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> Applicant Funded 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	N/A

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

**BACKGROUND:**

**Summary**

The applicant with their representatives is requesting from Staff and the Riverside County Board of Supervisors further continuance of Conditional Use Permit (CUP200032) and Development Agreement (DA2000015) to a date certain of May 9, 2023. The applicant and their representatives need additional time to finalize the Development Agreement.

Therefore, staff requests further continuance of CUP200032 and DA2000015 to a date certain of **May 9, 2023.**

  
 Jason Farin, Principal Management Analyst 4/27/2023

  
 Aaron Gettis, Deputy County Counsel 4/27/2023



# THE PRESS-ENTERPRISE

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3512 14 Street  
Riverside, California 92501  
(951) 368-9229  
neller@scng.com

County of Riverside - Clerk of the Board  
PO Box 1147  
Riverside, California 92502

<i>Account Number:</i>	5209148
<i>Ad Order Number:</i>	0011596699
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Press-Enterprise
<i>Publication Dates:</i>	04/21/2023
<i>Total Amount:</i>	\$519.79
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$519.79
<i>Notice ID:</i>	N72Viz6dBCfxHMj697Yk
<i>Invoice Text:</i>	<p>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, May 2, 2023 at 10:00 A.M. or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve Conditional Use Permit No. 200032 and Development Agreement No. 2000015. Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq.ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefits to the West Corona area. This proposed project is located North of Frontage Rd, South of W 6th St, West of Paseo Grande in the Second Supervisorial District. The Riverside County Planning Department recommends that the Board of Supervisors FIND that the project is EXEMPT from the California Environmental Quality Act (CEQA), APPROVE CONDITIONAL USE PERMIT NO. 200032, and APPROVE DEVELOPMENT AGREEMENT NO. 2000015. On October 6, 2021, the Planning Commission approved staff recommendation to the Board of Supervisors by a vote of 5-0. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission</p>

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The Press-Enterprise  
3512 14 Street  
Riverside, California 92501  
(951) 368-9229

County of Riverside - Clerk of the Board  
PO Box 1147  
Riverside, California 92502

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011596699

**FILE NO. 0011596699**

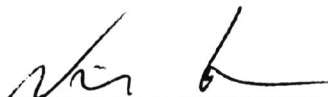
## PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of 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:

**04/21/2023**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: April 21, 2023.  
At: Riverside, California

  
\_\_\_\_\_  
Signature

## 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, May 2, 2023 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Conditional Use Permit No. 200032 and Development Agreement No. 2000015**. Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq.ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefits to the West Corona area. This proposed project is located North of Frontage Rd, South of W 6th St, West of Paseo Grande in the Second Supervisorial District.

The Riverside County Planning Department recommends that the Board of Supervisors **FIND that the project is EXEMPT** from the California Environmental Quality Act (CEQA), **APPROVE CONDITIONAL USE PERMIT NO. 200032, and APPROVE DEVELOPMENT AGREEMENT NO. 2000015.**

On October 6, 2021, the Planning Commission approved staff recommendation to the Board of Supervisors by a vote of 5-0. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission hearing date on the Public Hearing page of the Planning Department website: <https://planning.rctima.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JOSE MERLAN, PRINCIPAL PROJECT PLANNER, AT (951)955-0314 OR EMAIL [JMERLAN@RIVCO.ORG](mailto:JMERLAN@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 Department 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 Clerk of the Board 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 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: April 6, 2023  
Kimberly A. Rector,  
Clerk of the Board  
By: Cindy Fernandez,  
Clerk of the Board Assistant  
**The Press-Enterprise**  
Published: 4/21/23





RIVERSIDE COUNTY  
PLANNING DEPARTMENT

236

RECEIVED RIVERSIDE COUNTY  
PLANNING DEPARTMENT  
2023 APR -5 PM 3:11

Charissa Leach, P.E.  
TLMA Director

DATE: April 5, 2023

TO: Clerk of the Board of Supervisors

FROM: Planning Department – Riverside – Jose Merlan, Principal Planner 5-0314 (BOS date 5/2/2023)

SUBJECT: Development Agreement 2000015 & Conditional Use Permit No. 200032  
(Charge your time to these case numbers)

**CONDITIONAL USE PERMIT NO. 200032, DEVELOPMENT AGREEMENT NO. 2000015** – CEQ200070  
– Applicant: Higher Point Cannabis – 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 Frontage Rd, South of W 6<sup>th</sup> St, West of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq.ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. – APN: 102-250-057, 102-250-059 – Related Cases: CEQ200070, DA2000015 – Project Planner: Jose Merlan at 951-955-0314 or email at [jmerlan@rivco.org](mailto:jmerlan@rivco.org) [Applicant Fees 100%]

**The attached item(s) require the following action(s) by the Board of Supervisors:**

- Place on Administrative Action
- Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- Labels provided If Set For Hearing  10 Day  20 Day  30 day
- Publish in Newspaper: (2nd Dist) Press Enterprise
- CEQA Exempt  10 Day  20 Day  30 day
- Notify Property Owners (app/agencies/property owner labels provided)

MT: 21419

**Designate Newspaper used by Planning Department for Notice of Hearing:**  
(2nd Dist) Press Enterprise

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 Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

**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, May 2, 2023 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Conditional Use Permit No. 200032 and Development Agreement No. 2000015**. Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq.ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefits to the West Corona area. This proposed project is located North of Frontage Rd, South of W 6<sup>th</sup> St, West of Paseo Grande in the Second Supervisorial District.

The Riverside County Planning Department recommends that the Board of Supervisors **FIND that the project is EXEMPT** from the California Environmental Quality Act (CEQA), **APPROVE CONDITIONAL USE PERMIT NO. 200032, and APPROVE DEVELOPMENT AGREEMENT NO. 2000015**.

On October 6, 2021, the Planning Commission approved staff recommendation to the Board of Supervisors by a vote of 5-0. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission hearing date on the Public Hearing page of the Planning Department website: <https://planning.rctlma.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JOSE MERLAN, PRINCIPAL PROJECT PLANNER, AT (951)955-0314 OR EMAIL [JMERLAN@RIVCO.ORG](mailto:JMERLAN@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 Department 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 Clerk of the Board 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 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: April 6, 2023

Kimberly A. Rector, Clerk of the Board  
By: Cindy Fernandez, Clerk of the Board Assistant



**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7000  
[www.rivcoacr.org](http://www.rivcoacr.org)

**Receipt: 23-94358**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$0.00
	# Pages	2
	Document #	E-202300394
	Filing Type	8
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
<b>Total</b>		<b>\$0.00</b>
Change (Cash)		\$0.00





State of California - Department of Fish and Wildlife  
**2023 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

RECEIPT NUMBER: 23-94358
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CLERK OF THE BOARD OF SUPERVISORS	LEAD AGENCY EMAIL COB@RIVCO.ORG	DATE 04/07/2023
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202300394	

PROJECT TITLE  
CUP200032, DA2000015

PROJECT APPLICANT NAME CLERK OF THE BOARD OF SUPERVISORS	PROJECT APPLICANT EMAIL COB@RIVCO.ORG	PHONE NUMBER (951) 955-1069
PROJECT APPLICANT ADDRESS 4080 LEMON ST. FIRST FLOOR,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$3,839.25 \$ \_\_\_\_\_
- Mitigated/Negative Declaration (MND)(ND) \$2,764.00 \$ \_\_\_\_\_
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,305.25 \$ \_\_\_\_\_
- Exempt from fee
  - Notice of Exemption (attach)
  - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

---

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ \_\_\_\_\_
- County documentary handling fee \$ \_\_\_\_\_ \$0.00
- Other \$ \_\_\_\_\_

PAYMENT METHOD:

- Cash     Credit     Check     Other    TOTAL RECEIVED \$ \_\_\_\_\_ \$0.00

SIGNATURE X <i>C. Sandoval</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Cassandra Sandoval
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Lead Agency: Clerk of the Board of Supervisors  
ATTN: Cindy Fernandez  
Address: 4080 Lemon St. First Floor  
Riverside, CA, 92501

FILED / POSTED

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202300394  
04/07/2023 11:48 AM Fee: \$ 0.00  
Page 1 of 2

Removed: By: Deputy  


Project Title

CUP200032, DA2000015

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

Notes

**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, May 2, 2023 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Conditional Use Permit No. 200032 and Development Agreement No. 2000015**. Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq.ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefits to the West Corona area. This proposed project is located North of Frontage Rd, South of W 6<sup>th</sup> St, West of Paseo Grande in the Second Supervisorial District.

The Riverside County Planning Department recommends that the Board of Supervisors **FIND that the project is EXEMPT** from the California Environmental Quality Act (CEQA), **APPROVE CONDITIONAL USE PERMIT NO. 200032, and APPROVE DEVELOPMENT AGREEMENT NO. 2000015**.

On October 6, 2021, the Planning Commission approved staff recommendation to the Board of Supervisors by a vote of 5-0. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission hearing date on the Public Hearing page of the Planning Department website: <https://planning.rctlma.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JOSE MERLAN, PRINCIPAL PROJECT PLANNER, AT (951)955-0314 OR EMAIL [JMERLAN@RIVCO.ORG](mailto:JMERLAN@RIVCO.ORG).

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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 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: April 6, 2023

Kimberly A. Rector, Clerk of the Board  
By: Cindy Fernandez, Clerk of the Board Assistant



102214002  
JOSE RAUL ENRIQUEZ  
P O BOX 2671  
CORONA CA 92878

102214005  
LETICIA DELEON  
1970 VIA TRINIDAD  
CORONA CA 92882

102215002  
MANUEL PINEDA  
1977 VIA TRINIDAD  
CORONA CA 92882

102215004  
JOSE LUIS ROSETE CAMACHO  
1967 VIA TRINIDAD  
CORONA CA 92882

102215005  
EDGAR RAMOS  
723 VIA ANTONIO  
CORONA CA 92882

102215006  
HELEN MARIE STOCKTON  
1950 VIA SANTIAGO  
CORONA CA 92882

102222014  
ESTEBAN DEPAZ  
834 VIA FELIPE  
CORONA CA 92882

102222019  
RAMON MEDINA  
1945 VIA TRINIDAD  
CORONA CA 92882

102222023  
VIRGILIO ENRIQUE ORTIZ  
714 VIA MARCOS  
CORONA CA 92882

102222028  
DAVIES SHIRLEY MAXINE TRUST  
3625 14TH ST  
RIVERSIDE CA 92501

102222033  
IVA AMANDA CORSEY  
764 VIA FELIPE  
CORONA CA 92882

102222038  
GERALD M. FRIED  
735 VIA MARCOS  
CORONA CA 92882

102222043  
JUAN ARELLANES  
724 VIA FELIPE  
CORONA CA 92882

102222044  
JOSEPH ARREDONDO  
714 VIA FELIPE  
CORONA CA 92882

102223007  
HORTENSIA ESCODEDO  
775 VIA FELIPE  
CORONA CA 92882

102222006  
JOSE A. PLATAS  
1948 VIA TRINIDAD  
CORONA CA 92882

102222017  
SERGIO EFRAIN GALICIA  
816 VIA FELIPE  
CORONA CA 92882

102222020  
JULIO CESAR CASILLAS  
1949 VIA TRINIDAD  
CORONA CA 92882

102222021  
IGNACIO ROMO FERNANDEZ  
1951 VIA TRINIDAD  
CORONA CA 92882

102222022  
JORGE L. ORTEGA  
1955 VIA TRINIDAD  
CORONA CA 92882

102223010  
ALEX G. GOMEZ  
753 VIA FELIPE  
CORONA CA 92882

102223011  
2018-2 IH BORROWER LP  
1717 MAIN ST STE 2000  
DALLAS TX 75201

102222026  
BORQUEZ FAMILY 2021 LIVING TRUST  
740 VIA MARCOS  
CORONA CA 92882

102222030  
MARIA CARRILLO  
784 VIA FELIPE  
CORONA CA 92882

102222031  
DANIEL S. STAPLES  
772 VIA FELIPE  
CORONA CA 92882

102222032  
HOWARD TRUST DTD 2/10/21  
749 VIA MARCOS  
CORONA CA 92882

102222036  
ALICE E. ORTEGA  
746 VIA FELIPE  
CORONA CA 92882

102222042  
MCNELIS JOAN THERESE TRUST  
1888 VIA SANTIAGO  
CORONA CA 92882

102223004  
DARREL L. POPP  
813 VIA FELIPE  
CORONA CA 92882

102223005  
GERMAN 2019 REVOCABLE FAMILY TRUST  
803 VIA FELIPE  
CORONA CA 92882

102223009  
ISRAEL RAMOS  
763 VIA FELIPE  
CORONA CA 92882

102223013  
SHAHZAD CHAUDHRY  
2157 ALPINEMIST ST  
CORONA CA 92879

102212011  
JUAN A. VARELA  
722 VIA ANTONIO  
CORONA CA 92882

102214003  
JOSE RAMOS  
1976 VIA TRINIDAD  
CORONA CA 92882

102215003  
JOSE GUZMAN  
1971 VIA TRINIDAD  
CORONA CA 92882

102241006  
RUBEN HERRERA  
752 PASEO GRANDE  
CORONA CA 92882

102242006  
ROSA GONZALEZ  
803 PASEO GRANDE  
CORONA CA 92882

102242016  
ISMAEL CAMARILLO  
1748 VIA SANTIAGO  
CORONA CA 92882

102242026  
J LUNA LOPEZ FRANCISCO  
800 VIA BERNARDO  
CORONA CA 92882

102243009  
MICHAEL T. MURPHY  
829 VIA BERNARDO  
CORONA CA 92882

102243010  
FRANK R. GONZALES  
817 VIA BERNARDO  
CORONA CA 92882

102243015  
MARIANNE LYNCH  
763 VIA BERNARDO  
CORONA CA 92882



102243019  
KARLA HAYDA SILVA  
711 VIA BERNARDO  
CORONA CA 92882

102250033  
ISAIAS ELIZARRAVAS  
1901 VIA SANTIAGO  
CORONA CA 92882

102250040  
LETICIA MERCADO  
1967 VIA SANTIAGO  
CORONA CA 92882

102250042  
RAYMOND WEIGAND  
1987 VIA SANTIAGO  
CORONA CA 92882

102241001  
GABRIELA M. APOTROSOAEI  
826 PASEO GRANDE  
CORONA CA 92882

102222002  
BARDO SERRANO  
1966 VIA TRINIDAD  
CORONA CA 92882

102222004  
BEATRICE BRAVO  
1954 VIA TRINIDAD  
CORONA CA 92882

102222009  
CHARLES RON ADAMS  
10883 MEADS AVE  
ORANGE CA 92869

102222015  
ERICBERTO URAJE LUCERO  
824 VIA FELIPE  
CORONA CA 92882

102222024  
WILLIAM JOOR  
2818 GARRETSON AVE  
CORONA CA 92881

102222025  
THOMAS LEO JAHN  
734 VIA MARCOS  
CORONA CA 92882

102222029  
MIGUEL JIMENEZ  
14141 NANCY LEE DR  
WESTMINSTER CA 92683

102222034  
RAUL PEREZ  
756 VIA FELIPE  
CORONA CA 92882

102222035  
VIA MARCOS REVOCABLE LIVING TRUST DTD  
741 VIA MARCOS  
CORONA CA 92882

102250049  
KEVIN THANH DOAN  
PO BOX 8338  
HUNTINGTON BEACH CA 92615

102261010  
DIANA GIRGIS  
690 VIA BERNARDO  
CORONA CA 92882

102262003  
JESUS H. HURTADO  
613 VIA BERNARDO  
CORONA CA 92882

102270015  
WURTMAN PROP  
P O BOX 81782  
BAKERSFIELD CA 93380

102270016  
KAPITAL PROPERTIES  
1825 W 6TH ST  
CORONA CA 92882

102280015  
JASON JIANSHENG WU  
18410 COUPLES CT  
YORBA LINDA CA 92886

102241003  
CARLOS ANDRADE  
816 PASEO GRANDE  
CORONA CA 92882

102241004  
MARVIN P. BUSHNELL  
810 PASEO GRANDE  
CORONA CA 92882

102241005  
DAVID J. RICHMOND  
804 PASEO GRANDE  
CORONA CA 92882

102241011  
SAN CHHIM  
722 PASEO GRANDE  
CORONA CA 92882

102241013  
NATALIA PAYAN  
710 PASEO GRANDE  
CORONA CA 92882

102241014  
AMIT M. PELES  
1701 PATRICIA PL  
CORONA CA 92880

102242003  
ALETA E. GELBAND  
819 PASEO GRANDE  
CORONA CA 92882

102242004  
FRANCES L. GOUPIL  
815 PASEO GRANDE  
CORONA CA 92882

102242011  
ELBRIDGE H. WALLACE  
727 PASEO GRANDE  
CORONA CA 92882

102242013  
MANGOLD TRUST DTD 02/19/99  
7191 SARSAPARILLA  
CORONA CA 92881

102280034  
SL CORONA PARTNERS LLC  
4920 CAMPUS DR STE A  
NEWPORT BEACH CA 92660

102280035  
SABA BROTHERS  
363 AMERICAN CIR  
CORONA CA 92880

102222039  
BRANDON LEMONT RAY  
723 VIA MARCOS  
CORONA CA 92882

102223001  
CATHY JEAN ADAMS  
843 VIA FELIPE  
CORONA CA 92882

102223002  
GUSTAVO GARCIA ROCHA LUIS  
833 VIA FELIPE  
CORONA CA 92882

102223003  
STEVEN G. WOOLF  
823 VIA FELIPE  
CORONA CA 92882

102223006  
ANTONIO PEREZ GUZMAN  
787 VIA FELIPE  
CORONA CA 92882

102223008  
NAIRA ALAMILLO  
769 VIA FELIPE  
CORONA CA 92882

102232004  
REBECCA CLAYTON  
851 VIA FELIPE  
CORONA CA 92882

102242014  
LYNN ANN HULL  
711 PASEO GRANDE  
CORONA CA 92882

102242015  
PATRICIA E. PEREZ  
703 PASEO GRANDE  
CORONA CA 92882

102242020  
JOSE RAMIREZ RODRIGUEZ  
730 VIA BERNARDO  
CORONA CA 92882



102242021  
SANCHEZ RAUL A & MARIA E FAMILY TRUST  
738 VIA BERNARDO  
CORONA CA 92882

102242023  
GUADALUPE GONZALEZ HERRERA  
764 VIA BERNARDO  
CORONA CA 92882

102242024  
ZACHARY COLE SCHAIBLE  
774 VIA BERNARDO  
CORONA CA 92882

102242025  
ANGEL RIVERA  
790 VIA BERNARDO  
CORONA CA 92882

102242030  
JUAN A. LIZARDI  
846 VIA BERNARDO  
CORONA CA 92882

102242033  
ROGER D. BOLEN  
880 VIA BERNARDO  
CORONA CA 92882

102242034  
REINA MARTINEZ CRUZ  
892 VIA BERNARDO  
CORONA CA 92882

102243007  
MATIAS HURTADO  
851 VIA BERNARDO  
CORONA CA 92882

102243008  
FAASAOINA W. OPETA  
839 VIA BERNARDO  
CORONA CA 92882

102243012  
UPHOFF KATHLEEN M TRUST DATED 11/19/18  
795 VIA BERNARDO  
CORONA CA 92882

102243017  
RAUL MARTINEZ  
737 VIA BERNARDO  
CORONA CA 92882

102250025  
MJVS INVESTMENTS  
11632 MOUNT HOOD CT  
RANCHO CUCAMONGA CA 91737

102250027  
TOAN NGOC TRAN TONY  
1833 VIA SANTIAGO  
CORONA CA 92882

102250030  
LYNNETTE HOEY  
1869 VIA SANTIAGO  
CORONA CA 92882

102250031  
JOSE S. MUNOZ  
1881 VIA SANTIAGO  
CORONA CA 92882

102250032  
GILBERTO CRUZ  
1893 VIA SANTIAGO  
CORONA CA 92882

102250037  
JOSE MIRANDA  
1939 VIA SANTIAGO  
CORONA CA 92882

102241007  
IMELDA STROUD  
746 PASEO GRANDE  
CORONA CA 92882

102241008  
GABRIELA CUELLAR RODRIGUEZ  
740 PASEO GRANDE  
CORONA CA 92882

102241010  
JULIAN R. RAMIREZ  
728 PASEO GRANDE  
CORONA CA 92882

102242007  
MICHAEL B. PONCE  
751 PASEO GRANDE  
CORONA CA 92882

102242008  
JOSE ORELLANA  
745 PASEO GRANDE  
CORONA CA 92882

102242010  
JAVIER VILLALOBOS  
733 PASEO GRANDE  
CORONA CA 92882

102242017  
THELMA CASTILLO LOPEZ  
1742 VIA SANTIAGO  
CORONA CA 92882

102242018  
RONNIE GONZALEZ  
1736 VIA SANTIAGO  
CORONA CA 92882

102242028  
IVAN ESTRADA  
822 VIA BERNARDO  
CORONA CA 92882

102250044  
RODRIGO G. CONTRERAS  
2001 VIA SANTIAGO  
CORONA CA 92882

102250054  
VISTA DORADA  
1149 S HILL ST STE 700  
LOS ANGELES CA 90015

102250055  
MIGUELS PROP  
P O BOX 1224  
CORONA CA 92878

102261004  
AMELIA F. ESPINOZA  
639 PASEO GRANDE  
CORONA CA 92882

102261007  
VINCENT M. GRIZZLE  
1745 VIA SANTIAGO  
CORONA CA 92882

102262004  
JONATHAN VANROSSEN  
2900 SPRING MEADOW DR  
CORONA CA 92881

102262006  
JUAN PEDROZA  
651 VIA BERNARDO  
CORONA CA 92882

102262007  
VELASCO MARISSA LIVING TRUST DATED  
11811 SILVER BIRCH  
CORONA CA 92883

102262008  
DIANA MEDINA  
677 VIA BERNARDO  
CORONA CA 92882

102262009  
HAILEY MICHELLE HOLLERS  
691 VIA BERNARDO  
CORONA CA 92882

102270013  
HOLLINGSWORTH JAMES W  
8653 HAYES ST  
LA MESA CA 91941

102280021  
MARTIN INV CO  
P O BOX 15532  
SANTA ANA CA 92705

102290004  
HETAL  
1701 W 6TH ST  
CORONA CA 92882

102290017  
AULAKH GROUP INC  
1541 W 6TH ST  
CORONA CA 92882

102290020  
DIVERSIFIED PRODUCTS INTERNATIONAL INC  
1655 W 6TH ST STE 111  
CORONA CA 92882

102242038  
ARLYNN K. ALLEN  
1756 VIA SANTIAGO  
CORONA CA 92882



102243011  
SANCHEZ JORGE & EMMA LIVING TRUST  
805 VIA BERNARDO  
CORONA CA 92882

102250024  
JON STEVEN FELLING  
5338 LOS MONTEROS  
YORBA LINDA CA 92887

102250034  
VICTOR M ALFARO BELLO  
1911 VIA SANTIAGO  
CORONA CA 92882

102250035  
CONSUELO NUNEZ  
1923 VIA SANTIAGO  
CORONA CA 92882

102250041  
RAFAEL LOPEZ VAZQUEZ  
1979 VIA SANTIAGO  
CORONA CA 92882

102250043  
JAMES ALVAREZ  
1995 VIA SANTIAGO  
CORONA CA 92882

102250053  
ANMOL  
1900 FRONTAGE RD  
CORONA CA 92882

102102021  
CORONITA HELPING HANDS  
2000 FRONTAGE RD  
CORONA CA 91720

102212007  
GAEKEL LIVING TRUST DATED 9/14/21  
713 VIA JOSEFA  
CORONA CA 92882

102212008  
VINCENT M. MADRIGAL  
701 VIA JOSEFA  
CORONA CA 92882

102215001  
RICHARDO OCHOA  
1983 VIA TRINIDAD  
CORONA CA 92882

102222016  
JOEL AYALA  
1941 VIA TRINIDAD  
CORONA CA 92882

102222018  
RAFAEL BAEZ  
804 VIA FELIPE  
CORONA CA 92882

102222027  
ROBERTO G. DE LA TORRE  
16670 CATALONIA DR  
RIVERSIDE CA 92504

102222037  
AMADOR CARRILLO  
736 VIA FELIPE  
CORONA CA 92882

102222040  
JUAN CARLOS MORENO NIETO  
713 VIA MARCOS  
CORONA CA 92882

102222041  
CAROLINA PEREZ BARRERA  
1896 VIA SANTIAGO  
CORONA CA 92882

102223012  
RYAN ASHLEY CALDWELL  
733 VIA FELIPE  
CORONA CA 92882

102223014  
BEATRIZ DURAN GARCIA  
713 VIA FELIPE  
CORONA CA 92882

102241002  
JUAN CARLOS ANGULO  
820 PASEO GRANDE  
CORONA CA 92882

102241009  
BRIAN L. DUFFIELD  
734 PASEO GRANDE  
CORONA CA 92882

102241012  
ERIC PHAM  
716 PASEO GRANDE  
CORONA CA 92882

102242002  
ANNA MARIE VEGA  
825 PASEO GRANDE  
CORONA CA 92882

102242005  
BERTHOLD F. HALTER  
3150 GUNSMOKE RD  
CORONA CA 92882

102242009  
JESUS NIETO  
739 PASEO GRANDE  
CORONA CA 91720

102242012  
BETZAIIRA AGUAYO  
723 PASEO GRANDE  
CORONA CA 92882

102242019  
RANIA SABELLA  
1426 PEPPERTREE DR  
LA HABRA HEIGHTS CA 90631

102242022  
GERALD MYERS  
806 VIA BERNARDO  
CORONA CA 92882

102242029  
ISIDRO REYNOSO PADILLA  
13551 MAGNOLIA AVE  
CORONA CA 92879

102242031  
HAROLD D. CHRISTIAN  
856 VIA BERNARDO  
CORONA CA 92882

102242032  
MARMOLEJO HOUSE TRUST DTD 07/08/21  
1694 BEL AIR ST  
CORONA CA 92881

102243006  
ANDREW J. MORRIS  
863 VIA BERNARDO  
CORONA CA 92882

102243013  
ROBERT D. TODD  
785 VIA BERNARDO  
CORONA CA 92882

102243014  
JOSE CASTANEDA  
773 VIA BERNARDO  
CORONA CA 92882

102243016  
LEDGER DEBORAH SUE 2019 REVOCABLE  
751 VIA BERNARDO  
CORONA CA 92882

102243018  
MARIA G. GARCIA  
725 VIA BERNARDO  
CORONA CA 92882

102250026  
LUCIO D BERMUDEZ CRUZ  
1825 VIA SANTIAGO  
CORONA CA 92882

102250028  
MARIA LUZ LUCATERO  
1847 VIA SANTIAGO  
CORONA CA 92882

102250029  
JAVIER HERNANDEZ  
1857 VIA SANTIAGO  
CORONA CA 92882

102250036  
JOSE EFRAIN PENA  
1931 VIA SANTIAGO  
CORONA CA 92882

102250038  
SATUALA SINA DUENAS  
1947 VIA SANTIAGO  
CORONA CA 92882

102250039  
SWH 2017-1 BORROWER  
8665 HARTFORD DR STE 200  
SCOTTSDALE AZ 85255



102250045  
LINDA C. ANDERSON  
2011 VIA SANTIAGO  
CORONA CA 92882

102250057  
JASON ARCH HALE  
1566 E CARLETON CT  
CORONA CA 92881

102250064  
DAWAT-E-ISLAMI INC  
2925 ARGYLE CIR  
CORONA CA 92879

102250065  
AMIR S. IBRAHIM  
3070 SHADOW CANYON CIR  
NORCO CA 92860

102261005  
ARMANDO P. GONZALEZ  
1757 VIA SANTIAGO  
CORONA CA 92882

102261008  
SAN CIPRIANO ZELAYA  
1739 VIA SANTIAGO  
CORONA CA 92882

102261009  
JOSEPH PEELE  
1733 VIA SANTIAGO  
CORONA CA 92882

102270002  
STATE OF CALIFORNIA  
464 W FOURTH ST 6TH FL  
SAN BERNARDINO CA 92401

102270012  
SCW  
104 MAPLE ST  
CORONA CA 92882

102280036  
114 BUSINESS CENTER DR  
114 BUSINESS CENTER DR  
CORONA CA 92878

102290008  
DIVERSIFIED PRODUCTS INTERNATIONAL INC  
1655 W 6TH ST NO 111  
CORONA CA 92882

102290018  
THRIFTY OIL CO  
13116 IMPERIAL HWY  
SANTA FE SPRINGS CA 90670

102212009  
ROBERTO MADRIGAL  
691 VIA JOSEFA  
CORONA CA 92882

102212010  
SAMUEL MENDOZA  
714 VIA ANTONIO  
CORONA CA 92882

102212012  
RICARDO C. VILLASENOR  
734 VIA ANTONIO  
CORONA CA 92882

103342008  
ALFREDO VALDIVIAZ  
834 ROBLES PL  
CORONA CA 92882

103342010  
MANUEL GERARDO LUPERCIO  
822 ROBLES PL  
CORONA CA 92882

103342011  
FOXHOUND WAY  
1101 CALIFORNIA AVE  
CORONA CA 92881

103343008  
SHAMSHAD HYDER  
1693 TOYON PL  
CORONA CA 92882

103343013  
CATHLEEN M. CONCIDINE  
1673 TOYON PL  
CORONA CA 92882

103343014  
RUBEN M. VELASQUEZ  
1669 TOYON PL  
CORONA CA 92882

103343016  
SHAWN M. BRODY  
320 PARK VISTA ST NO 133  
ANAHEIM CA 92806

103343022  
SANTIAGO HOMEOWNERS ASSN  
3100 AIRWAY AVE STE 127  
COSTA MESA CA 92626

103344002  
MERIDITH STEMPINSKI  
1684 TOYON PL  
CORONA CA 92882

103342001  
JUN PIL PAK  
1351 S BEACH BLVD STE K  
LA HABRA CA 90631

103342004  
ERICA VANESSA GANEY  
858 ROBLES PL  
CORONA CA 92882

103342009  
LISA MARIE SILVA  
828 ROBLES PL  
CORONA CA 92882

103342012  
EDORE AUGUSTINE IMUZEZE  
1698 SUMAC PL  
CORONA CA 92882

103342006  
LAURA BELL GOFF  
846 ROBLES PL  
CORONA CA 92882

103342015  
E LOUISE BERNAL  
1 CORTE ESTANTE  
SAN CLEMENTE CA 92673

103346001  
MM MEADOWOOD HOLDINGS  
500 WASHINGTON ST STE 700  
SAN FRANCISCO CA 94111

103343005  
TALLISAN B. CERVANTES  
837 ROBLES PL  
CORONA CA 92882

103342059  
SANTIAGO HOMEOWNERS ASSN  
3100 AIRWAY STE 127  
COSTA MESA CA 92626

103343006  
DARRYL A. DUPLESSIS  
843 ROBLES PL  
CORONA CA 92882

103343007  
ARCHNA PURI  
849 ROBLES PL  
CORONA CA 92882

103343010  
GERARDO PRADO  
1685 TOYON PL  
CORONA CA 92882

103343012  
KAINOA G. KELIIHANANUI  
1677 TOYON PL  
CORONA CA 92882

103344001  
JON E. FINK  
1680 TOYON PL  
CORONA CA 92882

103343001  
JOSE MANUEL RUIZ  
813 ROBLES PL  
CORONA CA 92882

103343015  
BOGAR PROP  
743 BUCKEYE ST  
CORONA CA 92881

103343017  
SAN MEI YEH  
2551 41ST AVE  
SAN FRANCISCO CA 94116

103343002  
IMRAN SHARIEF  
5114 E CRESCENT DR  
ANAHEIM CA 92807



103343003  
ELSA ROCIO TORRES  
825 ROBLES PL  
CORONA CA 92882

103343004  
CLAUDIA B. FAISON  
831 ROBLES PL  
CORONA CA 92882

103343009  
AMER M. ALNAJAFI  
4716 GOLDEN RIDGE DR  
CORONA CA 92878

103343011  
TAURUSRUN  
2500 E IMPERIAL HWY STE 149A-198  
BREA CA 92821

103343018  
DOMINIC DONEGAN  
617 BRIAN ST  
SANTA MARIA CA 93454

102261001  
1818 CAPITAL  
1180 S BEVERLY DR # 300  
LOS ANGELES CA 90035

102261002  
LHM CTO  
2905 PREMIERE PKY STE 300  
DULUTH GA 30097

102261006  
MIGUEL OLIVARES  
1751 VIA SANTIAGO  
CORONA CA 92882

102261011  
WESTERN SEQUOIA HOLDINGS  
PO BOX 9863  
FOUNTAIN VALLEY CA 92728

102262001  
TUCKER YALE E  
P O BOX 7974  
NEWPORT BEACH CA 92658

102262002  
GUILLERMO RAMIREZ  
601 VIA BERNARDO  
CORONA CA 92882

102280020  
ROLAND KALAYJIAN & MILDRED KALAYJIAN #  
11624 VIKING AVE  
NORTHRIDGE CA 91326

103200003  
CORONA PARK PRESERVATION LTD  
21515 HAWTHORNE BLVD SUITE 150  
TORRANCE CA 90503

103342002  
TYREE H. PHILLIPS  
870 ROBLES PL  
CORONA CA 92882

103342003  
JD FLORES ARAMBULA  
864 ROBLES PL  
CORONA CA 92882

103342005  
CARLOS C. COLLAZO  
852 ROBLES PL  
CORONA CA 92882

103342007  
CORINNE JORGENSEN  
1652 CAMINO SUENO  
HEMET CA 92545

103342013  
ROSALINDA NUNEZ  
1694 SUMAC PL  
CORONA CA 92882

103342014  
RANDY LUDWIG  
1690 SUMAC PL  
CORONA CA 92882

103342016  
JUAN F. PORTILLO  
1684 SUMAC PL  
CORONA CA 92882

102040020  
Z PROPERTIES  
P O BOX 2319  
CORONA CA 92878

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

102040026  
DART WAREHOUSE CORP  
1430 S EASTMAN AVE  
LOS ANGELES CA 90023

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

102040021  
Z PROP  
3500 W ORANGEWOOD AVE  
ORANGE CA 92868

103200001  
CORONA UNIFIED SCHOOL DIST OF RIV CO  
300 S BUENA VISTA  
CORONA CA 92882



# 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: David Brambila

Address: 476 Jenny Cir

City: Corona Zip: 92882

Phone #: 714 502 4316

Date: 5/9 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: \_\_\_\_\_



# BOARD RULES

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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Karen Alexander

Address: 2023 Adobe Ave

City: Corona Zip: 92882

Phone #: 951-903-6952

Date: 5/9/2023 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: \_\_\_\_\_



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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Was Speake

Address: 2623 Toumer

City: Corona Zip: \_\_\_\_\_

Phone #: 951-906-9025

Date: 5/2/23 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support     Oppose    \_\_\_\_\_ Neutral

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\_\_\_\_\_ Support     Oppose    \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_



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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: DALE PLONG

Address: 2431 NORTHMOON DR.

City: CORONA Zip: 92882

Phone #: 949-887-7193

Date: May 9th Agenda # 21/21.1

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: \_\_\_\_\_



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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Dean Stamp

Address: \_\_\_\_\_

City: Corona Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: 5-9-23 Agenda # 21,1

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support    X \_\_\_\_\_ Oppose    \_\_\_\_\_ Neutral

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