

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



**AGENDA NO.**

**21.2**  
(MT 21706)  
Page 2

**MEETING DATE:**

August 1, 2023

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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 August 1, 2023 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: August 1, 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.  
**21.2**

xc: Planning, COB

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



**ITEM:** 21.2  
(ID # 21706)

**MEETING DATE:**  
Tuesday, August 01, 2023

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190010, Development Agreement No. 1900006, Ordinance No. 664.102, and Variance No. 210103 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Engineer/Representative: Cyrus Pai – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: North of Jolora Avenue, east of Temescal Canyon Road, south of El Cerrito Road, and west of Arcadia Street – 0.54 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190010 proposes to use an existing building as a storefront for a retail cannabis business with existing parking. Development Agreement No. 1900006 and corresponding Ordinance No. 664.102 would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area. Variance No. 210103 is a request to allow for a shorter distance, (990 feet) from the required 1,000 feet separation from K-12 schools per Ordinance 348 – APN: 277-110-040, 277-110-017, 277-110-015. District 2. [Applicant Fees 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 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures), based on the findings and conclusions in the staff report and all exhibits;
2. **APPROVE Variance No. 210103**, 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 Conditional Use Permit No. 190010, Development Agreement No. 1900006, and adoption of corresponding Ordinance No. 664.102 at a subsequent hearing by the Board of Supervisors;
3. **APPROVE Conditional Use Permit No. 190010**, 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 Variance No. 210103, Development Agreement No. 1900006, and adoption of corresponding Ordinance No. 664.102 at a subsequent hearing by the Board of Supervisors; and
4. **INTRODUCE, READ TITLE, WAIVE FURTHER READING OF, and ADOPT** on successive weeks Ordinance No. 664.102, an Ordinance of the County of Riverside approving Development Agreement No. 1900006, based upon the findings and conclusions in the staff report and all exhibits.

**ACTION:**Policy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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John Hildebrand, Planning Director 7/24/2023

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MINUTES OF THE BOARD OF SUPERVISORS

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

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

**BACKGROUND:**

**Summary**

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

On May 17, 2023, the Planning Commission (Commission) public hearing resulted in a 2-2 tie (Commissioner Awad recused) on Planning staff's recommended motion to the Board of Supervisors for consideration of CUP190010, DA1900006, and VAR210103. Ordinance No. 348 Section 1.4.C. requires three affirmative votes to carry a motion. Since no motion carried at Planning Commission, Planning staff is bringing the same recommended motions for consideration to the Board of Supervisors. The Board of Supervisors may approve, modify, or disapprove the project. If the Board of Supervisors approves the project, the decision of the Board of Supervisors shall be final.

**Project Timeline:**

- 1) **Application Submittal:** CUP 190010 was originally submitted on July 5, 2019.
- 2) **Planning Commission Hearing Number 1:** Project was heard at the May 19, 2021 hearing, and after taking public testimony the Planning Commission continued the item to June 16, 2021, to allow the applicant time to address the following concerns: security, additional landscaping and irrigation, architectural elements, and reconfiguration of the parking.
- 3) **Planning Commission Hearing Number 2:** Project was heard at the June 16, 2021, public hearing, and after taking public testimony the Planning Commission recommended the Board of Supervisors deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006 based on the following: (1) the Project's location to the nearby private school and (2) the Project was found to be detrimental to the public health, safety, and general welfare of the community.
- 4) **Board of Supervisors Hearing Number 1:** Project was heard during the Board of Supervisors hearing on September 28, 2021, and after public testimony, the Board of

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Supervisors voted 5-0 to continue the item to October 19, 2021, for the applicant to work on the Development Agreement, research vehicle accidents along Temescal Canyon Road, and a potential variance application. The Project returned to the Planning Commission with a variance application for consideration.

- 5) **Planning Commission Hearing Number 3:** The Project went before the Planning Commission for reconsideration with CUP190010, DA1900006, VAR210103. After public testimony and deliberations, the Planning Commission vote resulted in a 2-2 tie (Commissioner Awad recused). As a result, Planning staff is bringing the same recommendation to the Board of Supervisors that it brought to the Planning Commission on May 17, 2023.

**Conditional Use Permit**

Conditional Use Permit No. 190010 is a proposal to use an existing, approximately, 1,625 square-foot building for a commercial cannabis retail storefront with off-street vehicle parking and landscaping on a 0.54-acre lot (APN 277-110-040, -015, -017). The interior of the proposed cannabis retail business would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms and an employee break area. The proposed Project also includes landscaping, a trash enclosure, and internal walkways. The property is accessed from Temescal Canyon Road and is located at 19700 Temescal Canyon Road in unincorporated Riverside County. The proposed cannabis retail business would operate between the hours of 6:00 am to 10:00 pm daily, in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (J). No deliveries are proposed from this Project.

The proposed Project includes 29 off-street vehicle parking spaces, with 8 parking spaces proposed for the lot which includes the cannabis retail business (APN 277-110-040) and the remaining 21 spaces proposed on the adjacent parcels (APN 277-110-015, -017). The parking requirement, applicable in this case, are 15 parking spaces. The proposed 29 parking spaces for the Project exceeds the parking requirement under Ordinance No. 348 by 14 parking spaces.

**Development Agreement**

With the attached DA1900006, the applicant has proposed covenanting with the County for the Project. DA1900006 is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of DA1900006 and will ensure that the Project is developed in a way that would not conflict with the public's health, safety, or general welfare. DA1900006 proposes a term of ten years (with the option for a five-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the Project in accordance with its terms. In

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exchange, DA1900006 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.

DA1900006 would require the applicant to make the following payments:

- A. An annual baseline Public Benefit payment of \$26,000.00, 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% per year, and,
- C. A voluntary annual contribution to the El Cerrito Road Fund in the amount of \$200,000.00.

Per state law, a development agreement is a legislative act that must be approved by ordinance. The proposed Ordinance No. 664.102, an Ordinance of the County of Riverside Approving Development Agreement No. 1900006, incorporates by reference DA1900006 consistent with Government Code section 65867.5.

**Variance**

In order to accommodate the 15 minimum parking standard for cannabis facilities (as required by the March 28, 2023 update to Ordinance No. 348), the applicant added two other parcels to the project. The addition of the third parcel caused the project to be located within 990 feet distance from the K-8 private school, Olive Branch Christian Academy. Ordinance 348.4997 Section 19.519 (A) allows for the project applicant to apply for a variance to reduce the 1,000 ft. requirement provided that it is not less than the 600 feet allowed by State law (pursuant to Cal.Bus. & Prof.Code § 26054) and it meets the basis for a variance, as follows:

“Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. This distance shall be measured from the nearest points of the respective property lines using a direct straight-line measurement without regard to intervening structures, as specified in subdivision (b) of Section 26054 of the Business and Professions Code. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of this ordinance. In no case shall the distance be less than allowed by State law.”

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The Project meets the variance findings pursuant to Section 18.27, as follows:

1. Variances from the terms of this ordinance may be granted when, because of special circumstances applicable to a parcel of property, including size, shape, topography, location or surroundings, the strict application of this ordinance (Ord. 348) deprives such property of privileges enjoyed by other property in the vicinity that is under the same zoning classification. A variance is necessary to accommodate this project due to the size (.26 acres), long and narrow shape of the main property (APN 277-110-040), and the location of current structure on the parcel, which has a shallow front setback and only allows for eight (8) parking spaces. The minimum parking standard of 15 spaces is satisfied when adding parcel 277-110-017 (adjacent parcel (Parcel 2) to the west of the main parcel – see Figure 1) and the 3<sup>rd</sup> adjoining parcel (APN 277-110-015). The acquisition of Parcel 2 (APN 277-110-01) would provide a total of seven (7) parking spaces, in addition to the eight (8) parking spaces provided on the main parcel for a total of 15 parking spaces. However, internal circulation would be limited and would present safety circulation issues onsite and vehicles potentially backing up onto Temescal Canyon Road. Therefore, the applicant also included the 3<sup>rd</sup> adjoining parcel (APN 277-110-015) to accommodate even more parking (14 standard spaces) and to allow for safe internal circulation and minimize vehicle backup on Temescal Canyon. By adding Parcel 3, the applicant would be within 1,000 from the K-8 private Christian school, at 990 feet distance from property line to property line.
2. Approval of this variance would not constitute a grant of special privileges that are inconsistent with the limitations upon other properties in the vicinity. No special privileges would be granted that are inconsistent with limitations upon other properties in the vicinity as other uses in the vicinity don't have a distance requirement from K-12 schools, which is required for commercial cannabis facilities pursuant to Ordinance No. 348. The variance is requested concurrently with a conditional use permit for a cannabis retail storefront to allow for a shorter distance 990 from property line to property to be considered from the required 1,000-foot separation from a K-12 school. The State requirement is 600 feet, and the Ordinance 348 Section 19.519 (A) allows for the location requirement to be modified with the approval of a variance.
3. A variance shall not be granted for a parcel of property which authorizes a use or activity that is not otherwise expressly authorized by the zone regulation governing the parcel of property but shall be limited to modifications of property development standards, such as lot size, lot coverage, yards, and parking and landscape requirements. Ordinance 348 Section 19.519.A. allows for the location requirement to be modified with the approval of a variance pursuant to Section 18.27 of this ordinance, provided it distance is no less than allowed by State law (600 feet). Storefront Cannabis Retailers are allowed within a permanent structure with an approved conditional use permit in the C-1/C-P zone. As such, a variance is being requested for a use already authorized by the zone. As such, the variance request complies with standard.

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4. Any variance granted shall be subject to such conditions as are necessary so that the adjustment does not constitute a grant of special privileges that is inconsistent with the limitations upon other properties in the vicinity and zone in which the property is situated, and which are necessary to protect the health, safety, and general welfare of the community. A reduction in the distance of the school of 10 feet (1,000 feet to 990 feet) would not result in inconsistencies put in place and deemed necessary to protect the health, safety and general welfare of the community. As such, the variance request complies with standard.

**Environmental**

As detailed in the attached Notice of Exemption and staff report, this Project is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (c) (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report. Furthermore, none of the exceptions to the categorical exemptions would be triggered under State CEQA Guidelines Section 15300.2.

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the review and public hearing process by the Planning Department, Planning Commission, and the Board of Supervisors.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

Attachment A – May 19, 2021 Planning Commission Meeting Minutes  
Attachment B – June 16, 2021 Planning Commission Staff Report  
Attachment C – September 28, 2021 Board Minutes  
Attachment D – October 19, 2021 Board Minutes  
Attachment E – May 17, 2023 Planning Commission Meeting Minutes  
Attachment F – Final Plan Set  
Attachment G – Conditions of Approval  
Attachment H – Advisory Notification Document  
Attachment I – Notice of Exemption  
Attachment J – Development Agreement  
Attachment K – Ordinance No. 664.102



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STATE OF CALIFORNIA



Jason Farin, Principal Management Analyst 7/26/2023



Aaron Gettis, Deputy County Counsel 7/24/2023



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# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
TLMA Director

**DATE:** July 5, 2023

**TO:** Clerk of the Board of Supervisors

**FROM:** Planning Department – Riverside – **Jose Merlan, Principal Planner 5-0314 (BOS date 8/1/2023)**

**SUBJECT:** Development Agreement 1900006 & Conditional Use Permit No. 190010, Variance 210103  
(Charge your time to these case numbers)

**CONDITIONAL USE PERMIT NO. 190010, DEVELOPMENT AGREEMENT NO. 1900006, VARIANCE NO. 210103** — CEQ190072 Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: north of Jolora Ave., east of Temescal Canyon Rd., south of El Cerrito Rd, and west of Arcadia St. – 0.54 Acre – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190010 proposes to use an existing building as a storefront for a retail cannabis business with existing parking. Development Agreement No. 1900006 would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area. Variance No. 210103 is a request to allow for a shorter distance, (990 feet) from the required 1,000 feet from sensitive land uses per Ordinance 348 – APN: 277-110-040, 277-110-017, 277-110-015 – Project Planner: Jose Merlan at 951-955-0314 or email at jmerlan@rivco.org

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

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

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

RECEIVED PLANNING DEPARTMENT  
CLERK/DONALD S. HARRIS  
JUL 11 2023

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

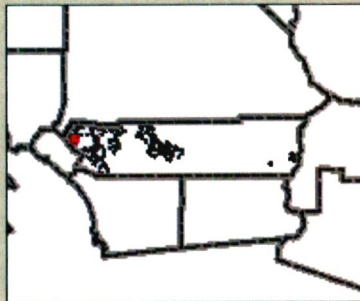
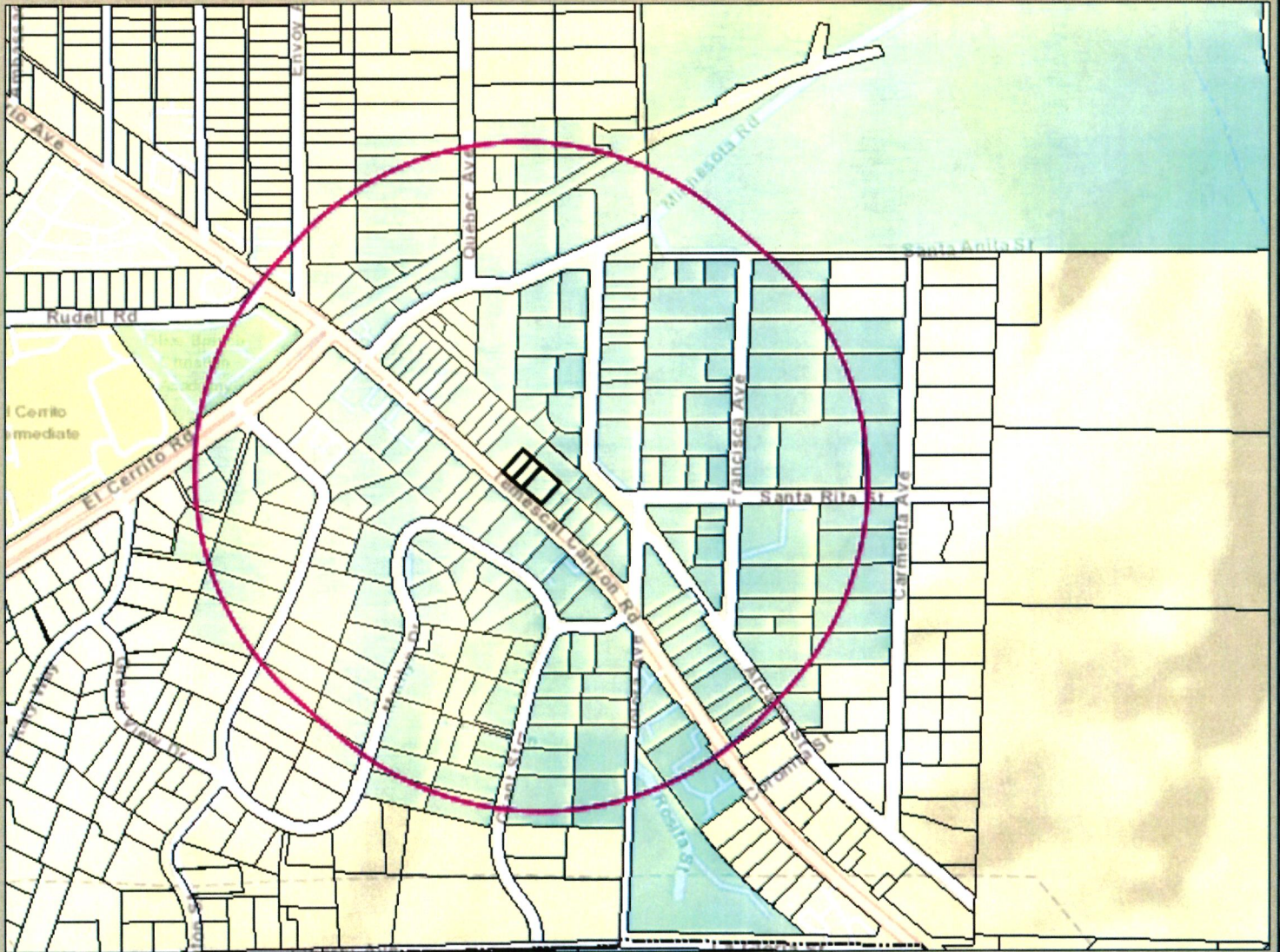
Desert Office · 77-588 Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

21.2

# Riverside County GIS Mailing Labels

CUP190010, DA1900006, VAR210103

1200 buffer



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0 752 1,505 Feet

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

REPORT PRINTED ON... 6/1/2023 12:34:00 PM

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277090034  
ARTURO VARGAS  
19425 QUEBEC AVE  
CORONA CA 92881

277100006  
JOSE LOPEZ  
225 E KINGSLEY AVE  
POMONA CA 91767

277100012  
SCHLENKER ROBERT L ESTATE OF  
800 ROOSEVELT AVE STE 200  
IRVINE CA 92620

277100013  
DIG VIJAY PAUL  
22609 KINROSS LN  
MORENO VALLEY CA 92557

277100014  
CARPIO FAMILY TRUST DTD 01/27/23  
19446 DRY GULCH RD  
CORONA CA 92881

277100015  
ARTURO RAMIREZ  
2319 S PARK DR  
SANTA ANA CA 92707

277100026  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

277100027  
JOSE ALFREDO BENITEZ  
19436 QUEBEC AVE  
CORONA CA 92881

277110002  
CONCHITA R. VICKERS  
8061 SANTA ANITA ST  
CORONA CA 92881

277110004  
ROGELIO WENCES  
6724 MORRILL AVE  
WHITTIER CA 90606

277110006  
JUAN C. PAN  
19837 ARCADIA ST  
CORONA CA 92881

277110007  
ERIC DORN  
88 RIVERSEA RD  
SEAL BEACH CA 90740

277110009  
JUAN C. PAN  
19837 ARCADIA ST  
CORONA CA 92881

277110010  
SOLIMAN & WAHIB FAMILY TRUST DTD 12/06/02  
1276 BORDER AVE  
CORONA CA 92882

277110012  
JOHNNIE HARMISON  
19654 TEMESCAL CANYON RD  
CORONA CA 92881

277110017  
DEREK FRANK CATALANO  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277110021  
RIVER CURRENTS  
9400 W 4TH ST  
RENO NV 89523

277110024  
RIVER CURRENTS  
9400 W 4TH ST  
RENO NV 89523

277110025  
VALENTIN ZAPATA  
19741 ARCADIA ST  
CORONA CA 92881

277110030  
BOSTER GINA REVOCABLE LIVING TRUST DTD  
19492 ARCADIA ST  
CORONA CA 92881

277110034  
BARTOLINI FRANK J FAMILY TRUST DATED  
24912 ZUMAYA CT  
LAGUNA HILLS CA 92653

277110039  
SHAWN E. BRAUNER  
45131 DE PORTOLA RD  
TEMECULA CA 92592

277110050  
DENNIS WOODLAND  
19760 TEMESCAL CANYON RD  
CORONA CA 92881

277110054  
MARILYN A. MATHENY  
19731 JOLORA AVE  
CORONA CA 92881

277110059  
DAVID NORMAN WEBSTER  
19568 ARCADIA ST  
CORONA CA 92881

277110060  
ALANA MICHELLE GREEN  
19530 ARCADIA ST  
CORONA CA 92881

277110062  
ROBERT L. FREEMAN  
108 MORNING SIDE DR  
MANHATTAN BEACH CA 90226

277110064  
ALIX D. SINGH  
19600 ARCADIA ST  
CORONA CA 92881

277110066  
GABRIEL FLORES  
19730 KATY WAY  
CORONA CA 92881

277121002  
RAUL DIAZ  
19493 QUEBEC AVE  
CORONA CA 92881

277121004  
CHU HAN YUN  
1333 DOROTHEA RD  
LA HABRA HGTS CA 90631

277121007  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

277121008  
M & K PETRO INC  
19570 TEMESCAL CANYON RD  
CORONA CA 92881

277121009  
JACINTO JORGE AGUILAR  
10912 GARZA AVE  
ANAHEIM CA 92804

277121012  
CHU HAN YUN  
1333 DOROTHEA RD  
LA HABRA HGTS CA 90631

277121013  
CHU HAN YUN  
1333 DOROTHEA RD  
LA HABRA HGTS CA 90631

277121014  
ECJ PROPERTY  
19470 ENVOY AVE  
CORONA CA 92881

277122001  
RIGOBERTO AGUILAR  
7865 MINNESOTA RD  
CORONA CA 92881

277122002  
RAUL MONTES  
7855 MINNESOTA RD  
CORONA CA 92881

277122003  
FABIAN R. ROJAS  
7847 MINNESOTA RD  
CORONA CA 92881

277122004  
ANGEL ROJAS  
7847 MINNESOTA RD  
CORONA CA 92881

277122007  
BRENT MAYS  
511 ALEX D OWNES DR  
KINGS MOUNTAIN NC 28086

277122009  
DAG ENTERPRISES  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277122013  
HONEST HOLDINGS  
419 LAKE ST # 135  
HUNTINGTN BCH CA 92648

277122014  
GARY UNDERWOOD  
280 W ASHBY APPLE DR  
PAYSON AZ 85541

277132004  
OLIVE BRANCH COMMUNITY CHURCH  
7702 EL CERRITO RD  
CORONA CA 92881

277141002  
ARTURO HERNANDEZ  
7731 EL CERRITO RD  
CORONA CA 92881

277141004  
HAFEZ TRUST DTD 01/19/22  
5040 GATEWAY RD  
ALTA LOMA CA 91701

277142002  
ANDREA GODBOLD  
7677 EL CERRITO RD  
CORONA CA 92881

277143003  
ESTRELLA DIAZ  
7385 MARILYN DR  
CORONA CA 92881

277143007  
IBRAHIM SAGDILEK  
7265 MARILYN DR  
CORONA CA 92881

277143009  
EDITH FADUA PEIXO  
7329 MARILYN DR  
CORONA CA 92881

277143010  
JOSEPH L. CARDE  
PO BOX 79078  
CORONA CA 92877

277144001  
ERNESTO A. CHAVEZ  
P O BOX 78524  
CORONA CA 92877

277100007  
SCHLENKER ROBERT L ESTATE OF  
800 ROOSEVELT AVE STE 200  
IRVINE CA 92620

277100008  
SAMUEL CHUNSIK KIM  
1269 PASEO DORADO # 27  
FULLERTON CA 92833

277100011  
DELFIDIO CARPIO  
19446 DRY GULCH RD  
CORONA CA 92881

277100018  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

277100019  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

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ARTURO RAMIREZ  
2319 S PARK DR  
SANTA ANA CA 92707

277110001  
LAWRENCE HAYDEN  
7891 MINNESOTA RD  
CORONA CA 92881

277110005  
ANGEL SALGADO  
19587 ARCADIA ST  
CORONA CA 92881

277110008  
JUAN C. PAN  
19837 ARCADIA ST  
CORONA CA 92881

277144003  
SALVADOR MOLINA  
7360 MARILYN DR  
CORONA CA 92881

277151002  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277151003  
EDWARD SHAPIRO  
570 CHARRO WAY  
NIPOMO CA 93444

277151004  
RANDALL PHILLIP  
2248 BURNING TREE DR  
CORONA CA 92882

277151007  
SOCIETY FOR THE PROMOTION OF JAPANESE  
19675 TEMESCAL CANYON RD  
CORONA CA 92881

277151008  
SOCIETY FOR THE PROMOTION OF JAPANESE  
19675 TEMESCAL CANYON RD  
CORONA CA 92881

277151009  
SOCIETY FOR THE PROMOTION OF JAPANESE  
19675 TEMESCAL CANYON RD  
CORONA CA 92881



277151010  
JOSEPH H. HERNANDEZ  
13950 VALLEY VIEW LN  
CHINO HILLS CA 91709

277151011  
BRIAN K. STUART  
95-173 WAIKALANI DR  
MILILANI HI 96789

277110011  
SOLIMAN & WAHIB FAMILY TRUST DTD 12/06/02  
1276 BORDER AVE  
CORONA CA 92882

277110015  
DEREK FRANK CATALANO  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277110020  
MARK F. SAUER  
19720 TEMESCAL CYN  
CORONA CA 92881

277110022  
MARK F. SAUER  
19720 TEMESCAL CANYON RD  
CORONA CA 92881

277110036  
MICHAEL V. CRUZ  
19650 ARCADIA ST  
CORONA CA 92881

277110040  
DEREK FRANK CATALANO  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277082047  
RASIK D. PATEL  
10789 JURUPA RD  
MIRA LOMA CA 91752

277110044  
KENT S. HUME  
19580 ARCADIA ST  
CORONA CA 92881

277110051  
DENNIS WOODLAND  
19760 TEMESCAL CANYON RD  
CORONA CA 92881

277110053  
CHASIDY ROBLES  
19576 ARCADIA ST  
CORONA CA 92881

277110055  
MARILYN A. MATHENY  
19731 JOLORA AVE  
CORONA CA 92881

277110058  
ORLANDO FONTANEZ  
19552 ARCADIA ST  
CORONA CA 92881

277110061  
MARIA M. REYES  
19520 ARCADIA ST  
CORONA CA 92881

277110063  
KEVIN JARQUIN  
19510 ARCADIA ST  
CORONA CA 92881

277110065  
ESTRELLA VARELA  
19596 ARCADIA ST  
CORONA CA 92881

277121003  
RAUL DIAZ  
19493 QUEBEC AVE  
CORONA CA 92881

277121005  
CHU HAN YUN  
1333 DOROTHEA RD  
LA HABRA HGTS CA 90631

277121010  
JACINTO JORGE AGUILAR  
10912 GARZA AVE  
ANAHEIM CA 92804

277122005  
DAG ENTERPRISES  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277122008  
DEREK CATALANO  
26236 PASEO SILLIN  
SAN JUAN CAPISTRANO CA 92675

277122010  
F A B HOLDINGS  
40645 IVEL RD  
HEMET CA 92544

277151015  
VELA BETSABE LIVING TRUST DTD 10/08/20  
7296 MARILYN DR  
CORONA CA 92881

277151016  
STEVEN STRUTHERS  
7300 MARILYN DR  
CORONA CA 92881

277151018  
NORMA L. GUTIERREZ  
7320 MARILYN DR  
CORONA CA 92881

277151020  
KARLA M. PEREZ  
7828 MARILYN DR  
CORONA CA 92881

277152001  
DAVID EDWARD BOURNE  
7793 MARILYN DR  
CORONA CA 92881

277090017  
ORTIZ FAMILY RESIDUAL TRUST DTD 12/7/98  
29862 IMPERIAL DR  
SAN JUAN CAPISTRANO CA 92675

277090018  
HECTOR LUIS BORBON  
19453 QUEBEC AVE  
CORONA CA 92881

277152005  
TIM R. WALDREP  
7873 MARILYN DR  
CORONA CA 92881

277152006  
ALEJANDRA OCHOA  
7885 MARILYN DR  
CORONA CA 92881

277152008  
SANDEEP PERLA  
7933 MARILYN DR  
CORONA CA 92881

277161005  
STEPHEN PHILLIPS  
7640 MARILYN DR  
CORONA CA 92881

277122011  
TEM CAN PARTNERS INC  
2933 PICASSO DR  
BONITA CA 91982

277132001  
RASIK D. PATEL  
10789 JURUPA RD  
MIRA LOMA CA 91752

277141003  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277141005  
ALMA FELIX  
7711 EL CERRITO RD  
CORONA CA 92881

277142001  
DENNIS R. JACKSON  
7675 EL CERRITO RD  
CORONA CA 92881

277142003  
HOPKINS-ANGLIN FAMILY TRUST U/D/T DTD  
7689 EL CERRITO RD  
CORONA CA 92881

277143002  
STEVEN J. STUCZYNSKI  
7405 MARILYN DR  
CORONA CA 92881

277143004  
JAVIER AGUILERA  
7369 MARILYN DR  
CORONA CA 92881

277143005  
RONALD L. PADDOCK  
7351 MARILYN DR  
CORONA CA 92881

277143008  
ISIAH RUMALDO GARCIA  
7301 MARILYN DR  
CORONA CA 92881

277090019  
ARTURO VARGAS  
19425 QUEBEC AVE  
CORONA CA 92881

277144004  
EDITH MOLINA  
7372 MARILYN DR  
CORONA CA 92881

277151001  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277151005  
SOCIETY FOR THE PROMOTION OF JAPANESE  
19675 TEMESCAL CANYON RD  
CORONA CA 92881

277151006  
SOCIETY FOR THE PROMOTION OF JAPANESE  
19675 TEMESCAL CANYON RD  
CORONA CA 92881

277151012  
M.J RAHMANI NEJAD  
420 N MCKINLEY # 111-105  
CORONA CA 92879

277151013  
THOMAS E. MOORE  
7840 MARILYN DR  
CORONA CA 92881

277151014  
MARLENE ZUNIGA  
7834 MARILYN DR  
CORONA CA 92881

277151017  
ROBERT L. SELL  
7310 MARILYN DR  
CORONA CA 92881

277151019  
JUAN M. CARDENAS  
7350 MARILYN DR  
CORONA CA 92881

277152002  
JEFFREY WAGONER  
7801 MARILYN DR  
CORONA CA 92881

277152003  
DEJON L. ANDERSON  
7831 MARILYN DR  
CORONA CA 92881

277152004  
RYAN DOUGLAS WILLIAMSON  
7861 MARILYN DR  
CORONA CA 92881

277152007  
CYNTHIA M. RODARTE  
7901 MARILYN DR  
CORONA CA 92881

277152009  
BRADFORD JAMES RICHARDSON  
19819 GRANT ST  
CORONA CA 92881

277161003  
MARK ORTIZ  
7680 MARILYN RD  
CORONA CA 92881

277161004  
MICHAEL S. DEVANEY  
7660 MARILYN DR  
CORONA CA 92881

277161008  
SEVERIANO TORRES  
7750 MARILYN DR  
CORONA CA 92881

277161009  
TAIT FAMILY TRUST DTD 9/28/10  
7700 MARILYN DR  
CORONA CA 92881

277162005  
RICHARD W. DORMAN  
19807 GRANT ST  
CORONA CA 92881

277162007  
TICU TRUST DTD 03/24/22  
7920 LANDIER LN  
CORONA CA 92881

277162010  
MARTINA MEDINA  
7681 MARILYN DR  
CORONA CA 92881

277162011  
DANETTE C. MCCARNS  
7901 LANDIER LN  
CORONA CA 92881

277162012  
SCHLOTT MARK A REVOCABLE TRUST DTD  
7921 LANDIER LN  
CORONA CA 92881

277162013  
MC CORKELL SAMUEL D  
19861 GRANT ST  
CORONA CA 92881

277162014  
VERONICA RICO  
19863 GRANT ST  
CORONA CA 92881

277163003  
JACOBO RAMIREZ  
19790 GRANT ST  
CORONA CA 92881

277163005  
ANDREW FLORES  
19829 JOLORA AVE  
CORONA CA 92881

277163008  
FIERRO DAWN REVOCABLE LIVING TRUST  
19846 GRANT ST  
CORONA CA 92881

277163010  
CONSTANCE P. LOVE  
19804 GRANT ST  
CORONA CA 92881

277172014  
EDILSON CALDERON  
7627 MARILYN DR  
CORONA CA 92881

277172016  
MARTIN GONZALEZ  
19895 GRANT ST  
CORONA CA 92881

277173001  
HOFFMAN FAMILY TRUST DTD 7/19/18  
19888 GRANT ST  
CORONA CA 92881

277203011  
EDWARD M. HERNANDEZ  
P O BOX 78597  
CORONA CA 92877

277193001  
KENDALL DEE BELL  
7420 MARILYN DR  
CORONA CA 92881

277161007  
LONNIE NATHANIEL THOMASON  
7780 MARILYN DR  
CORONA CA 92881

277162001  
KIMBERLY ARROYO  
7761 MARILYN DR  
CORONA CA 92881

277162002  
LESLIE THU TRAN  
7729 MARILYN DR  
CORONA CA 92881

277162003  
BRADFORD JAMES RICHARDSON  
19819 GRANT ST  
CORONA CA 92881

277162004  
MIGUEL BAUTISTA  
19801 GRANT ST  
CORONA CA 92881

277162006  
DAVID S. DRYSQL  
19831 GRANT ST  
CORONA CA 92881

277162008  
BRIAN K. HOCKING  
7900 LANDIER LN  
CORONA CA 92881

277162009  
PAUL RUBEN ESTRADA  
7701 MARILYN DR  
CORONA CA 92881

277163001  
RODERICK C. BENFORD  
19789 EVELYN ST  
CORONA CA 92881

277203006  
JIMENEZ MIGUEL ANGEL  
19674 KATY ST  
CORONA CA 92881

277163002  
JACOBO RAMIREZ  
19790 GRANT ST  
CORONA CA 92881

277163004  
JAMES MITCHELL  
19809 JOLORA AVE  
CORONA CA 92881

277163006  
TANA R. ENGLAND  
19859 JOLORA AVE  
CORONA CA 92881

277163007  
RAMIRO RAMOS  
19860 GRANT ST  
CORONA CA 92881

277163009  
BUHRMAN FAMILY TRUST  
19830 GRANT ST  
CORONA CA 92881

277172013  
THOMAS PEREA  
7573 MARILYN DR  
CORONA CA 92881

277172015  
ANDREW L. WEIDEL  
19875 GRANT ST  
CORONA CA 92881

277173002  
RICHARD A. NEWTON  
19890 JOLORA AVE  
CORONA CA 92881

279053019  
ROBERT E. SNYDER  
PO BOX 77942  
CORONA CA 92877

279063007  
19885 TEMESCAL CANYON  
19618 S SUSANA RD  
RANCHO DOMINGUEZ CA 90221

279031006  
EULALIA VALENZUELA  
19601 FRANCISCA AVE  
CORONA CA 92881

279031009  
DE LA TORRE RUBEN ESTATE OF  
8008 SANTA RITA ST  
CORONA CA 92881

279032004  
ANNETTE GRACE FRANDBEN  
19601 CARMELITA AVE  
CORONA CA 92881

279032005  
GONZALO G. RODRIGUEZ  
356 S ORANGE ST  
ORANGE CA 92866

279032008  
JOSE LOPEZ  
225 R KINGSLEY AVE  
POMONA CA 91767

279032011  
JEREMEY J. MEDINA  
10202 NOEL SST  
CYPRESS CA 90630

279041001  
FLORES MARY HELEN REVOCABLE TRUST  
8045 SANTA RITA ST  
CORONA CA 92881

279041007  
ANGIE SOLIS  
8035 SANTA RITA ST  
CORONA CA 92881

279041011  
JOHN S. GUTIERREZ  
19711 FRANCISCA AVE  
CORONA CA 92881

279041013  
EDGAR C. HERNANDEZ  
8039 ARCADIA ST  
CORONA CA 92881

279041014  
EDWARD ORNELAS  
8051 ARCADIA ST  
CORONA CA 92881

279042005  
WILLIAM G. ALVES  
7550 CANDLE LIGHT DR  
RIVERSIDE CA 92509

279042006  
OSCAR CARDONA  
PO BOX 1119  
ADELANTO CA 92301



279043002  
FRANKLIN J. STEVENSON  
8080 SANTA RITA ST  
CORONA CA 92881

279044001  
TIMOTHY V S WEI  
19701 CARMELITA AVE  
CORONA CA 92881

279044003  
DAWN GILDERS  
19741 CARMELITA AVE  
CORONA CA 92881

279044007  
8131 SANTA RITA ST IRREVOCABLE TRUST  
8131 SANTA RITA ST  
CORONA CA 92881

279052013  
DAVID KASHOU  
19888 TEMESCAL CANYON RD  
CORONA CA 92881

279053005  
ROBERT E. SNYDER  
PO BOX 77942  
CORONA CA 92877

279053007  
ROBERT E. SNYDER  
PO BOX 77942  
CORONA CA 92877

279053017  
LEROY E. WATT  
8120 ARCADIA ST  
CORONA CA 92881

279053027  
HIPOLITO GARCIA  
8130 ARCADIA ST  
CORONA CA 92881

279053028  
DEBONAIR FRENCHIES  
8751 GENTLE WIND DR  
CORONA CA 92883

279053029  
ROBIN M. STEELE  
19801 CARMELITA AVE  
CORONA CA 92881

279061002  
PRIMORIS SERVICES CORP  
6920 POINTE INVERNESS WAY STE 301  
FORT WAYNE IN 46804

279020006  
MINNESOTA MINING & MFG CO  
P O BOX 33441  
ST PAUL MN 55133

279031001  
CONCHITA R. VICKERS  
8061 SANTA ANITA ST  
CORONA CA 92881

279031002  
CONCHITA R. VICKERS  
8061 SANTA ANITA ST  
CORONA CA 92881

279031003  
WILLIAM K. MCCLAIN  
8011 SANTA ANITA ST  
CORONA CA 92881

279031004  
MALLARI CESAR C & CECILIA T MALLARI FAMILY  
19533 FRANCISCA AVE  
CORONA CA 92881

279031005  
DAVID M. WADSWORTH  
9597 FRANCISCA AVE  
CORONA CA 92881

279031007  
JOHN M. SULLIVAN  
PO BOX 78531  
CORONA CA 92877

279031010  
ADRIAN E. MARTINEZ  
19613 FRANCISCA AVE  
CORONA CA 92881

279032003  
LUNA TINA FAMILY TRUST DTD 1/24/17  
19571 CARMELITA AVE  
CORONA CA 92881

279032007  
19600 FRANCISCA AVE  
CORONA CA 92881

279032009  
FLORENTINO R. VASQUEZ  
9072 SANTIAGO DR  
HUNTINGTON BEACH CA 92646

279032010  
FLORENTINO R. VAZQUEZ  
9072 SANTIAGO DR  
HUNTINGTON BEACH CA 92646

279041002  
FLORES MARY HELEN REVOCABLE TRUST  
8045 SANTA RITA ST  
CORONA CA 92881

279041006  
MICHAEL ANTHONY MCMASTER  
16550 TIGER LILLY WAY  
RIVERSIDE CA 92503

279042001  
PROVERBIOS 16:3 REVOCABLE LIVING TRUST  
19665 FRANCISCA AVE  
CORONA CA 92883

279042002  
DAVE RUTKOSKI  
8004 SANTA RITA ST  
CORONA CA 92881

279042003  
WOLFF GARY M TRUST DTD 06/02/21  
8010 SANTA RITA ST  
CORONA CA 92881

279042004  
BRENT M. CHAPPELLE  
8030 SANTA RITA ST  
CORONA CA 92881

279043003  
FRED A. STONESTREET  
8140 SANTA RITA ST  
CORONA CA 92881

279043004  
FRANK VALLES  
19613 CARMELITA AVE  
CORONA CA 92881

279044002  
TIMOTHY WEI  
19701 CARMELITA AVE  
CORONA CA 92881

279044006  
GARCIA SANDRA ANGELICA ESTATE OF  
19740 FRANCISCA AVE  
CORONA CA 92881

279051009  
ROBERT RICHARDSON  
5700 DIAMOND RIDGE WAY  
NAMPA ID 83686

279051010  
ROCKY B. BITRICH  
19820 JOLORA AVE  
CORONA CA 92880

279052004  
JESUS CERROS  
606 E BEVERLY PL  
SANTA ANA CA 92701

279052005  
MARIA G TENA HERNANDEZ  
19878 TEMESCAL CANYON RD  
CORONA CA 92881

279052006  
JUAN ESCOBEDO HERRERA  
19870 TEMESCAL CANYON RD  
CORONA CA 92881

279052007  
JUAN ULLOA  
19908 TEMESCAL CANYON RD  
CORONA CA 92883

279052008  
JUAN ULLOA  
19908 TEMESCAL CANYON RD  
CORONA CA 92881

279052017  
RANDALL E. CAMPBELL  
23905 CLINTON KEITH 114  
WILDOMAR CA 92595

279052018  
CAMPBELL 2014 FAMILY TRUST  
26070 LUCILLE CIR  
MURRIETA CA 92562

279052019  
DAVID KASHOU  
19352 VIA DE LA CIELO  
YORBA LINDA CA 92886

279053018  
CHRISTOPHER A. ARCHULETA  
PO BOX 77942  
CORONA CA 92877



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KIMBERLY A. RECTOR**  
Clerk of the Board of Supervisors

**APRIL BOYDD**  
Assistant Clerk of the Board

July 5, 2023

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

PH : (951) 368-9229  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

RE: NOTICE OF PUBLIC HEARING: CONDITIONAL USE PERMIT NO. 190010,  
DEVELOPMENT AGREEMENT NO. 1900006 AND VARIANCE NO. 210103

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME on Friday, July 21, 2023.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Cindy Fernandez*

Clerk of the Board Assistant to:  
KIMBERLY A. RECTOR, CLERK OF THE BOARD

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT, DEVELOPMENT AGREEMENT AND VARIANCE 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, August 1, 2023 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommendation to approve Conditional Use Permit No. 190010 which proposes to use an existing building as a storefront for a retail cannabis business with existing parking. Development Agreement No. 1900006 would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area. Variance No. 210103 is a request to allow for a shorter distance, (990 feet) from the required 1,000 feet from sensitive land uses per Ordinance 348. This proposed project is located north of Jolora Ave., east of Temescal Canyon Rd., south of El Cerrito Rd, and west of Arcadia St. 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. 190010, APPROVE DEVELOPMENT AGREEMENT NO. 1900006 and VARIANCE NO. 210103.**

On May 17, 2023, the Planning Commission voted 2-2, splitting the vote resulting in a failed motion. As such, the approval recommendation, as recommended by staff to the Planning Commission on May 17, 2023 is being recommended to the Board of Supervisors. 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, 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.

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: July 5, 2023

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

# CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Cindy Fernandez, Clerk of the Board Assistant to Kimberly A. Rector, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on July 5, 2023, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190010, DA1900006, VAR210103

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** August 1, 2023 @ 10:00 a.m.

SIGNATURE: Cindy Fernandez DATE: July 5, 2023  
Cindy Fernandez

# CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Cindy Fernandez, Clerk of the Board Assistant to Kimberly A. Rector, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on July 5, 2023, I mailed a copy of the following document:

## NOTICE OF PUBLIC HEARING

CUP190010, DA1900006, VAR210103

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** August 1, 2023 @ 10:00 a.m.

SIGNATURE: Cindy Fernandez DATE: July 5, 2023  
Cindy Fernandez





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

**Receipt: 23-184848**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$0.00
	# Pages	2
	Document #	E-202300707
	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:  
23-184848

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 07/05/2023
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202300707	

PROJECT TITLE  
CUP190010, CA1900006, VAR210103

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:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,839.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,764.00	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,305.25	\$ _____
<input type="checkbox"/> Exempt from fee		
<input type="checkbox"/> Notice of Exemption (attach)		
<input type="checkbox"/> CDFW No Effect Determination (attach)		
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)		
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input type="checkbox"/> County documentary handling fee		\$ _____ \$0.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash     Credit     Check     Other

TOTAL RECEIVED \$ \_\_\_\_\_ \$0.00

SIGNATURE X <i>J Rodriguez</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy <b>Irma Rodriguez</b>
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Lead Agency: CLERK OF THE BOARD OF SUPERVISORS  
ATTN: JOSE MERLAN, PROJECT PLANNER  
Address: 4080 LEMON STREET 1ST FLOOR  
P.O. BOX 1147  
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Page 1 of 2

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Project Title

CUP190010, CA1900006, VAR210103

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:  
NOTICE OF PUBLIC HEARING

Notes

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT, DEVELOPMENT AGREEMENT AND VARIANCE IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

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Dated: July 5, 2023

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

C

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\* 71770

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PSEMPV

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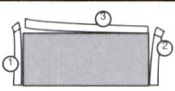
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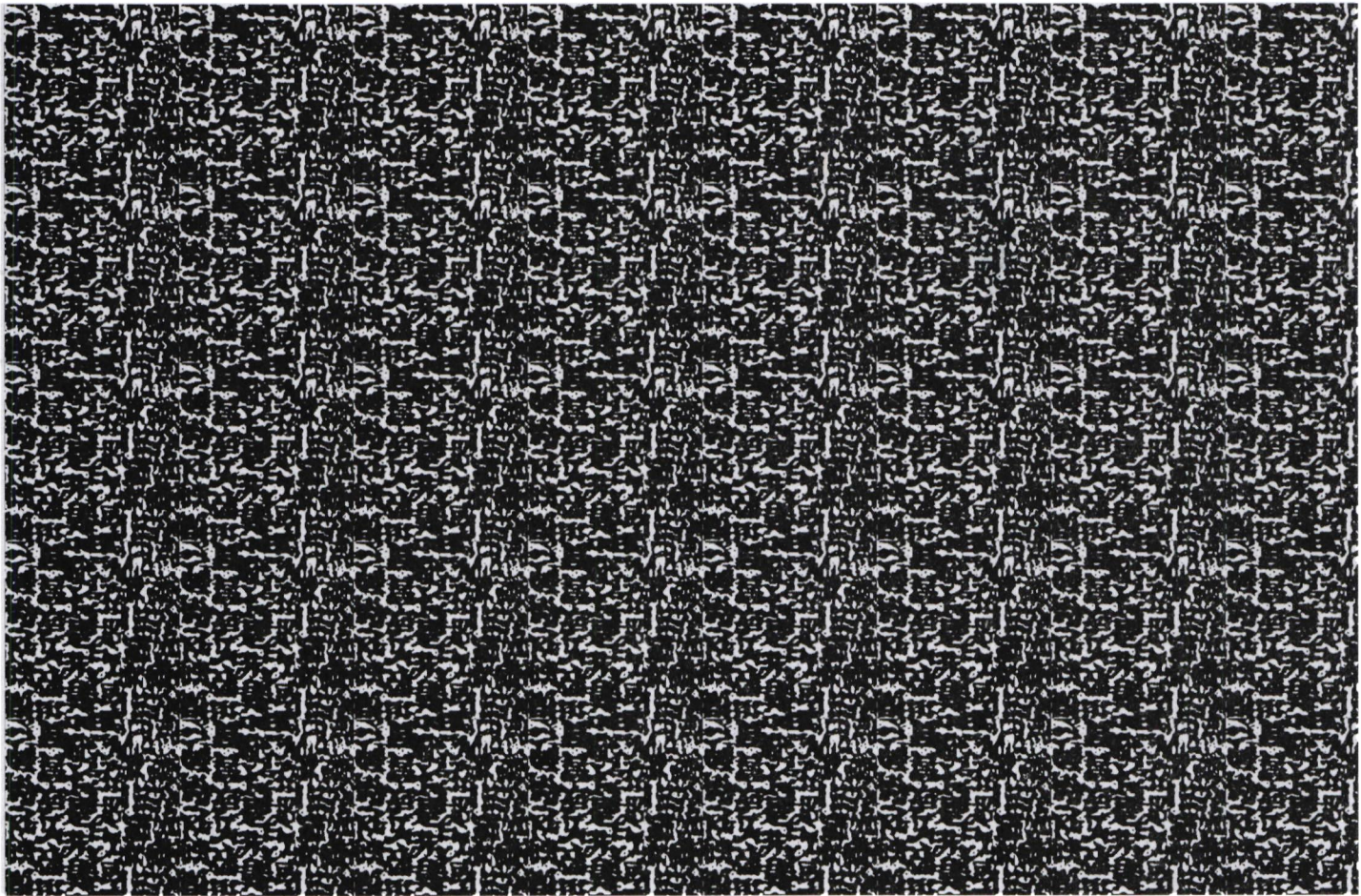
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By: Cindy Fernandez, Clerk of the Board Assistant



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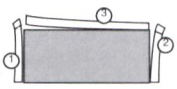
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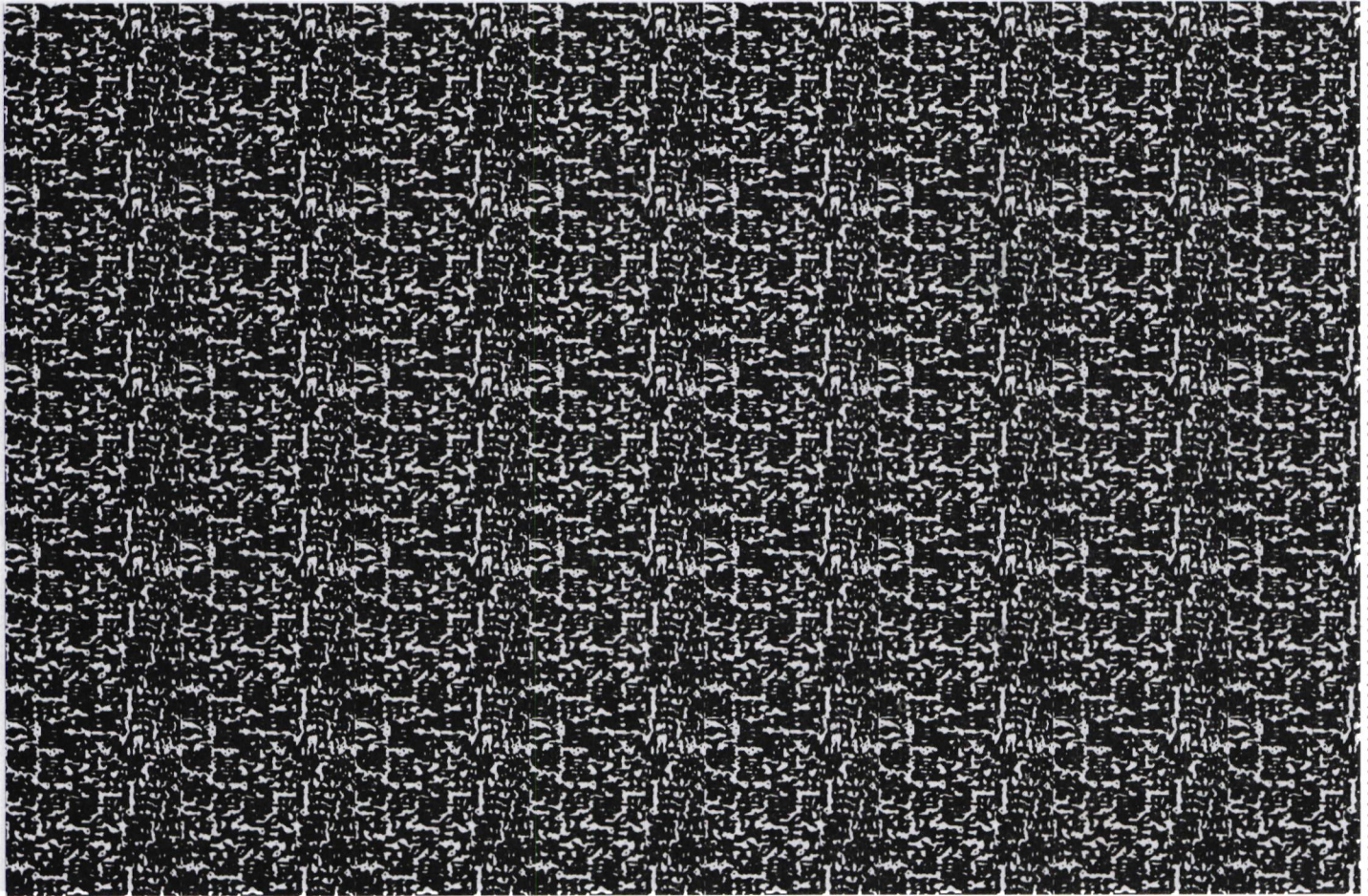
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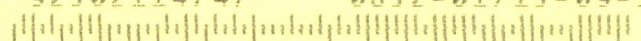
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*Customer's Reference/PO Number:*  
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*Publication Dates:* 07/21/2023  
*Total Amount:* \$546.55  
*Payment Amount:* \$0.00  
*Amount Due:* \$546.55  
*Notice ID:* I3L4eAZ8yIM8aydzirKr  
*Invoice Text:*

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

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011612785

FILE NO. 0011612785


## 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:

07/21/2023

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

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

  
Signature

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Dated: July 5, 2023  
Kimberly A. Rector,  
Clerk of the Board  
By: Cindy Fernandez,  
Clerk of the Board Assistant  
**The Press-Enterprise**  
Published: 7/21/23



**PLANNING COMMISSION  
MINUTE ORDER  
MAY 19, 2021**

**I. AGENDA ITEM 4.2**

**CONDITIONAL USE PERMIT NO. 190010 and DEVELOPMENT AGREEMENT NO. 1900006 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Development Agreement No. 1900006 is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. APN: 277-110-040.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal: Steven Jones, Principal Planner  
Project Planner: Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@rivco.org).

Spoke in favor:

Eric Lightman, Applicant's Representative, 215-582-7666

Spoke in opposition:

Travis Hill, Neighbor, Carmelita Avenue, Corona, 92881

Rogelio Ontiveros, Neighbor, Arcadia Street, El Serrito, 92881- did not speak, donated time

Brenden Archuelta, Interested Party, 951-310-6149

John Gutierrez, Interested Party, 951-333-3210

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

**CONTINUED** to June 16, 2021.



**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**


**Agenda Item No.**

**3 . 1**

**Planning Commission Hearing: June 16, 2021**

**PROPOSED PROJECT**

<b>Case Number(s):</b>	DA1900006 and CUP190010	<b>Applicant(s):</b> Derek Catalano
<b>Environmental:</b>	CEQA Exempt, Section No. 15303 (C)	
<b>Area Plan:</b>	Temescal Canyon	<b>Representative(s):</b> Temeka Group
<b>Zoning Area/District:</b>	El Cerrito District	
<b>Supervisory District:</b>	Second District	
<b>Project Planner:</b>	Steven Jones	
<b>Project APN(s):</b>	277-110-040	

  
 \_\_\_\_\_  
 John Hildebrand  
 Planning Director

**PROJECT DESCRIPTION AND LOCATION**

**Development Agreement No. 1900006** is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006, Conditional Use Permit No. 190010, and Setback Adjustment No. 200014, if approved, and to provide community benefits to the Temescal Canyon Area.

**Conditional Use Permit No. 190010** is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping.

The project site is located at 19700 Temescal Canyon Road, Corona California, 92881, south of El Cerrito Road, east of Minnesota Road, west of Arcadia St, and north of Jolora Avenue.

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

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

**STAFF RECOMMENDS THAT THE PLANNING COMMISSION:**

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

**TENTATIVELY APPROVE** **Development Agreement No. 1900006**, based upon the findings in this staff report, pending final adoption of the Development Agreement ordinance by the Board of Supervisors and,

**APPROVE Conditional Use Permit No. 190010**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

**PROJECT DATA**

<b>Land Use and Zoning:</b>	
Specific Plan:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Policy / Overlay Area:	N/A
Surrounding General Plan Land Uses	
North:	Very Low Density Residential (VLDR)
East:	Commercial Retail (CR)
South:	Commercial Retail (CR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	One Family Dwellings – Mountain Resort (R-A-1)
East:	General Commercial (C-1/C-P)
South:	General Commercial (C-1/C-P)
West:	General Commercial (C-1/C-P)
Existing Use:	Vacant Building
Surrounding Uses	
North:	Vacant land
East:	Construction Company
South:	Vacant land
West:	Vacant land

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.26 acre	N/A
Existing Building total Area (SQFT):	total building is 1,625 square feet	N/A
Retail Suite (Cannabis)	768 square feet	N/A
Building Height (FT):	15 feet in height	50 feet in height

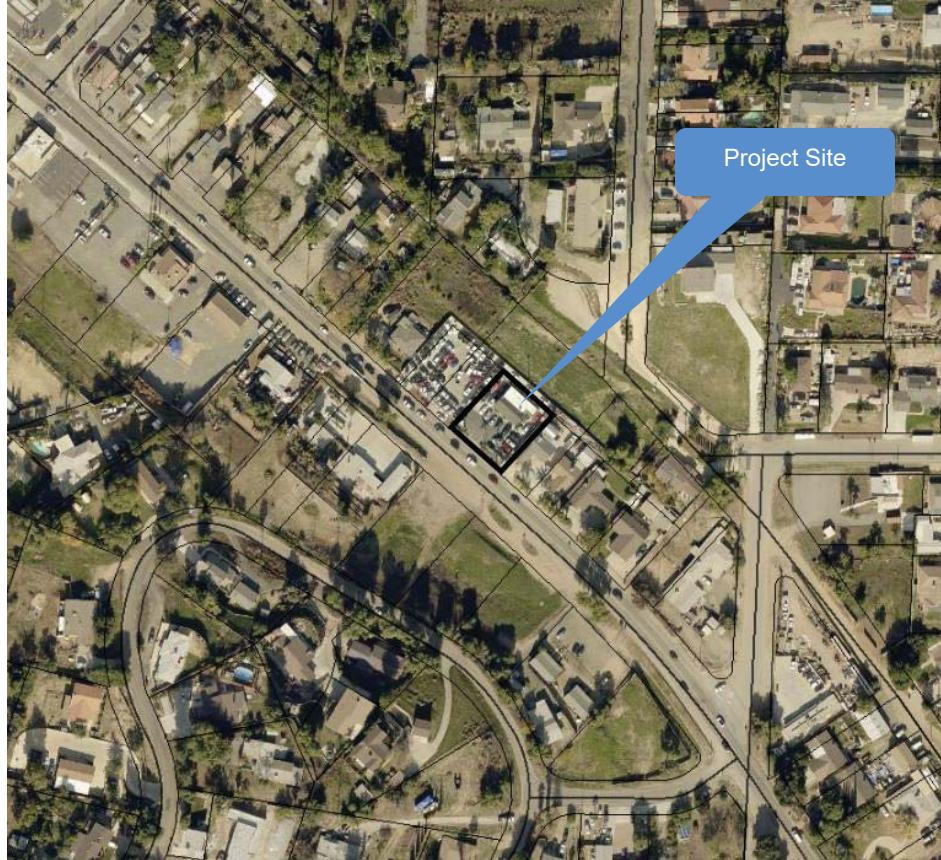
**Parking:**

<i>Type of Use</i>	<i>Building Area (in SQFT)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Retail (Cannabis)	1,625 square feet	1 space/200 square feet of gross floor area	8	11
<b>TOTAL:</b>			<b>8</b>	<b>11</b>

**Located Within:**

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

## PROJECT LOCATION MAP



## PROJECT BACKGROUND AND ANALYSIS

### **Background:**

On May 19, 2021, the Planning Commission continued the item to allow the applicant time to address the following concerns:

- Security,
- Additional landscaping and irrigation,
- Architectural elements, and
- More parking.

The applicants presented updated information to include their concurrence with a condition requiring security 24 hours a day, seven days a week, proposed increased landscaping and irrigation, lighting and a minimum of 30 parking spaces on an adjacent lot for an off-street parking facility increased in size.

The applicant provided information relating to community outreach to inform area residents about the project and to hear community concerns.



### **Setback Adjustment Findings:**

On April 16, 2021, the **Riverside County Planning Director (Director)** approved Setback Adjustment No. 200014.

SBA200014 is a setback adjustment request for modification of the front yard minimum setback requirement. The minimum setback from residentially zone lot lines for cannabis retailers is 40 feet. Setbacks may be modified with an approved setback adjustment in accordance with Section 19.XX.B and 18.33 of the County of Riverside Zoning Ordinance. The proposal is consistent with the intent and purposes of County of Riverside Ordinance No. 348 (Zoning Ordinance).

- a) The Director found special circumstances applicable to the property that justify the approved setback adjustment. The subject site has an existing commercial building, that was previously approved and operating as a commercial use facility; and,
- b) There is no anticipation that the currently vacant residential lot in question will be impacted by the approved modified front yard minimum setback requirement; and,
- c) There is no expectation that the proposal will be detrimental to the public health, safety, and welfare of the community or neighboring properties.

### **Project Details:**

The proposed project would occupy an approximately 1,625 square-foot building to be used as a storefront for a retail cannabis business on a 0.26-acre lot with off-street vehicle parking and landscaping. The project includes a proposed 11 off-street vehicle parking spaces which consists of 10 standard parking spaces and one (1) accessible parking space for persons with disabilities, exceeding the off-street requirement for retail cannabis at one (1) space / 200 square feet that requires a minimum of eight (8) off-street parking spaces. The site also includes a trash enclosure located within the perimeter of the property. In addition, landscaping and internal walkways are proposed throughout the site. The property is accessed from Temescal Canyon Road.

The existing commercial structure is a vacant single story 1,625 square feet building with a pitched roof and stucco exterior finish. In addition, the building has glass windows, and stone veneer sidings installed along the north, east and west elevations of the building.

The interior of the proposed suite area would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms, and employee break area

The business is proposed to operate daily between the hours of 6:00 a.m. to 10:00 p.m. in accordance with Section 19.505 (I) of the Zoning Ordinance. The subject storefront is proposed to operate strictly as a retail business. No delivery services from this location are proposed.

### **General Plan Consistency**

The project site has a General Plan Foundation Component and Land Use Designation of Community Development (CD): 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 Riverside County (RCIP) is comprised of the Community Environmental Transportation Corridor Acceptability Process (CETAP), a Multiple Species Habitat Conservation Plan (MSHCP) and the Riverside County General Plan update.

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

### **Zoning Consistency**

The project site is zoned C-1/C-P (General Commercial). 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 Conditional Use Permit CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, except for the proposed setbacks, 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, and parking requirements. A setback adjustment request has been filed to authorize setback measurement modification, to measure the required 40-foot setback from the front of the building rather than the rear of the building.

The Riverside County Ordinance No. 348 requires all cannabis retailers to maintain a minimum setback of 40 feet from any residentially zoned lot line. However, the subject site has an existing commercial building that requires modifications to this provision. Section 18.33 provides that the Planning Director may approve, conditionally approve, or deny setback adjustment requests. The applicant submitted a setback adjustment application to ensure consistency with the Riverside County Ordinance to address this requirement.

The proposed project would occupy an approximately 1,625 square-foot building to be used as a storefront for a retail cannabis business on a 0.26-acre lot with off-street vehicle parking and landscaping. The Riverside County Ordinance No. 348 requires all cannabis retailers to maintain a minimum setback of 40 feet from any residentially zoned lot line. However, the subject site has an existing commercial building that was previously approved and operating as a commercial use facility with an approximately 10-foot rear setback from the commercial building to the adjacent residential property. The residential lot in question is currently vacant, thus no significant impacts are anticipated to occur.

The C-1/C-P Zone development standards require setbacks from the property lines where structures exceed 35 feet in height. Approval of Setback Adjustment No. 200014 would allow for an adjustment to the current cannabis retailer use setback to ensure consistency with the Riverside Ordinance. There is no anticipation that this adjustment will have a significant effect on the environment since the building in question was previously approved and operating for commercial use and the main entrance is oriented facing away from the vacant and undeveloped residentially zoned lot.

The project site includes a proposed landscape plan in accordance with the County of Riverside Ordinance No. 859 and the Zoning Ordinance.

The project site is located outside of the Airport Influence Area (AIA) boundary and is therefore is not subject to the Airport Land Use Commission (ALUC) review.

## **ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS**

The proposed Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

Additionally, this project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15301 (Existing Facilities), which provides: Class 1 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 key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not significantly expand the capability of the site or substantively increase the proposed use of the site beyond what already occurs. In this case, the proposed project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15301 Class 1, Existing Facilities).

This project is also exempt from the California Environmental Quality Act (CEQA) review pursuant to Article 19 – Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts the construction and location of new, small facilities or structures. Examples of this exemption include but are not limited to, a store or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor areas. In urbanized areas, the exemption also applied to up to four such commercial buildings not exceeding 10,000 square feet in floor area. Also, the exemption applies to development provided that all necessary public facilities are available, and the surrounding areas are not environmentally sensitive. El Cerrito District has an approximate population of 5,630 people and 289 businesses. The District is developed with housings, roads and varies types of businesses, meeting the urbanized definition.

The project qualifies for this exemption since the project proposes to occupy an existing 1,625 square foot commercial building within an urbanized area, and since no hazardous substances are proposed to be kept on-site. The area has an urbanized visual characteristic as there are commercial and industrial uses in the surrounding area and there are residential uses further west of the site. The project proposes to meet the criteria of the exemption since the development would have all necessary public services available including water, sewage, electrical, gas, and other utility extensions. The project is not located in an environmentally sensitive area and no unusual circumstances apply that would create a potentially significant environmental impact. Additionally, the project meets the criteria of the exemption since there is no known unusual environmental circumstance. CEQA guidelines recognize that projects that propose small structures within non-environmentally sensitive urban areas and with available public services qualify for a categorical exemption. Therefore, no further environmental review is required.

Furthermore, the project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location, thus, no environmental impacts are anticipated to occur. The County of Riverside regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constrains to development posed by subsidence. Additionally, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the proposed project is required to maintain any applicable permits from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources, and the Agricultural Commissioner.

**FINDINGS AND CONCLUSIONS**

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

**Land Use Findings:**

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, 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 project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as the project would provide community services and job opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated

economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses.

2. The site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan because the C-1/C-P Zone conditionally allows specified retail uses which implements the CD: CR General Plan Land Use Designation that encourages local and regional retail and services.
3. The proposed use, a Cannabis Retail Store, is allowed in the C-1/C-P Zoning Classification with an approved conditional use permit.
4. The uses surrounding the property in question are predominately vacant parcels to the north, west, and south, and commercial use to the east.

**Conditional Use Permit Findings:**

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community because based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the proposed development standards of the C-1/C-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is surrounded by properties which are designated Community Development: Commercial Retail (CD: CR) which encourages suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail store front, would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the C-1/C-P Zone. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
2. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. The property has an existing single-story building on a single parcel, so this situation does not exist for this project.
3. Based on the findings included in this staff report, advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community, and is subject to those conditions necessary to protect the health, safety and general welfare of the community.

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

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a

way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning 7, Planning 10, Planning 15 and 16 and other sections of the Advisory Notification Document address odor, hours of operation and security, and other requirements of Section 19.505.

2. While security has been raised as a concern relating to cannabis-related activities, standard requirements of the advisory notification document (Planning 15 and 16) require sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Products and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:
  - a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
  - b) 24-hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
  - c) A professionally installed, maintained, and monitored alarm system.
  - d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
  - e) 24-hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the County upon request.

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

**Cannabis Retailer Minimum Standards:**

1. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.
2. The project is not located within 1,000 feet of any other existing or approved Cannabis Retailer.

3. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 1,000 feet of the site.
4. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.
5. The development standards of the C-1/C-P Zoning Classification are as follows:
  - A. There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.
  - B. There are no yard requirements for buildings which do not exceed 35 feet in height, except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet. The front setback shall be measured from the existing street line unless since no specific plan has been. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line or from an existing adjacent street line since no specific plan has been adopted. The proposed construction does not exceed 15 feet in height. Therefore, the project meets this standard.
  - C. No building or structure shall exceed 50 feet in height, unless a greater height is approved pursuant to Ordinance No. 348 Section 18.34. In no event, however, shall a building or structure exceed 75 feet in height, unless a variance is approved pursuant to Ordinance No. 348 Section 18.27. The proposed construction does not exceed 15 feet in height. Therefore, the project meets this standard.
  - D. Automobile storage space shall be provided as required by Ordinance No. 348 Section 18.12. The project meets these requirements because the project requires 8 parking spaces and has proposed 11 parking spaces.
  - E. All mechanical equipment used in this project included roof-mounted equipment, is screened.
6. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
  - A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.* As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Conditions of Approval Advisory Notification Document Planning Cannabis Retail Operations – 1)
  - B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the*

*Premises are at least 18 years of age and that they hold a valid Physician's Recommendation.* The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 2)

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



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

**Cannabis Retail Findings:**

- 1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements.
- 2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site. Therefore, the project meets this standard.
- 3. No smoke shop or similar facility is located within 500 feet of the proposed Cannabis Retailer.

4. The proposed Cannabis Retailer lot contains no residential dwelling unit.
5. On April 16, 2021, the Director approved Setback Adjustment No. 200014 for modification of the minimum setback from residential zoned lot lines to 10 feet.
6. The project includes adequate measures that address enforcement priorities for Commercial Cannabis Activities including restricting access to minors and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted licensed sources within the State and not distributed out of State. This is met because the project has been conditioned to meet this requirement. (Advisory Notification Document No. 16 Planning - General - O. Permit and License Posting, Advisory Notification Document No. 11 Planning – General – K Monitoring Program)
7. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan.
2. The project site is located within the **Corona** Sphere of Influence. This project was provided to **City Corona** for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is not located within an Airport Influence Area (AIA) boundary and is therefore not subject to the Airport Land Use Commission (ALUC) review.
4. The project site is not located within Mount Palomar Observatory Lighting Zone boundary.
5. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKRHCP).

**Fire Findings:**

1. The project site is not located within a Cal Fire State Responsibility Area (SRA). Conditions of approval were placed on CUP No. 190010 requiring compliance with Ordinance No. 787.

**Development Agreement:**

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

annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

**Approval Requirements and Conclusion:**

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

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. A phone call was received in opposition noting concerns with traffic, safety, and neighborhood security. The applicant has proposed to provide additional parking to accommodate customers to alleviate unnecessary street traffic and a condition is added to the project requiring security 24 hours a day, seven days a week.

DEVELOPMENT AGREEMENT NO. 1900006

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”):

Derek Catalano

Dana Catalano

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan provisions, to ensure that the County does not disproportionately bear the burden of

commercial cannabis activities throughout the County, to ensure the County receives public benefits for the commercial cannabis activities, to ensure there are adequate resources available for enforcement of permitted and unpermitted commercial cannabis activities, and to give cannabis owners and property owners certainty as to the County's requirements; and,

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

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

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

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

### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

1.1.7 “Development Approvals” means all permits and other entitlements

for use subject to approval or issuance by COUNTY in connection with use of the Property and for development of the Property for Commercial Cannabis Activities including, but not limited to:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.19 “Subsequent Development Approvals” means all Development

Approvals approved subsequent to the Effective Date in connection with development of the Property.

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

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

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map Showing Property and Its Location

Exhibit “C” - Existing Development Approvals

Exhibit “D” - Existing Land Use Regulations

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

Exhibit “F” - Applicable Annual Public Benefits Base Payments

Exhibit “G” - Commercial Cannabis Area calculation exhibit.

Exhibit “H” - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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

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

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

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

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

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

2.5 Amendment or Cancellation of Agreement. 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.

2.6 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. 190010) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such

termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 2019-037.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190010.

(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:

Associate General Counsel  
Shryne Group, Inc.  
Eric M. Lightman  
728 E. Commercial St., Ste 200  
Los Angeles, CA 90012

with copies to:

Masur Griffiths Avidor, LLP  
Jon Avidor  
65 Reade St.  
New York, NY 10007

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as

otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

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

appropriate within the exercise of its subjective business judgment.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit “C”, and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

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

or,

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

or,

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

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

3.5 Reservations of Authority.

3.5.1 Limitations. Reservations and Exceptions. Notwithstanding any other

provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

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

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

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

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

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

(f) Regulations which are not in conflict with the Development Plan.

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

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

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

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

3.5.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations,

reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated business activity, and it is subject to various state and local laws and regulations. This Agreement does not, and the County cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

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

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of

adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN190031, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

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

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the first



grading permit or the first building permit, whichever occurs first, for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the base payment calculated per Section 1.1.2 of this Agreement (“Base Payment”); provided, however, that such initial annual base payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.2.2 Subsequent Annual Base Payments. The Annual Base Payment shall be subject to annual increases in an amount of 2%. Prior to the first July 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

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

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

4.4 Taxes. Nothing herein shall be construed to relieve OWNER from paying and

remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

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

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

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. 190010 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190010 and consistency with the Request for Proposal Responses associated with CAN 190031 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

(b) Upon completion of an annual review or a special review, the TLMA

Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

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

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

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

(a) The time and place of the hearing;

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

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

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

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

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

## 7. INCORPORATION AND ANNEXATION.

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

7.2 Incorporation. If at any time during the term of this Agreement, a city is

incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

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

8. DEFAULT AND REMEDIES.

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

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

- (a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

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

8.2 Specific Performance. The parties acknowledge that money damages and remedies

at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

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

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

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



provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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

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

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where

the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

## 9. THIRD PARTY LITIGATION.

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

(a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents,

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

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

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any

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

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

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

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any

Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

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

is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

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

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

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

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

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

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

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

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

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of



any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

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

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide,

in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

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

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER

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

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

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

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

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

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

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

OWNER: Derek Catalano

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

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

OWNER: Dana Catalano

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

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

EXHIBIT "A"

Development Agreement No. 190006

LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT "B"

Development Agreement No. 1900006

MAP OF PROPERTY AND ITS LOCATION

EXHIBIT “C”

Development Agreement No. 1900006

EXISTING DEVELOPMENT APPROVALS

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

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT “D”

Development Agreement No. 1900006EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4913
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1



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

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

EXHIBIT “E”

Development Agreement No. 1900006

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190010 permits a storefront retail cannabis business to operate from an existing 1,625 square foot building on a 0.26 acre lot.

EXHIBIT “F”

Development Agreement No. 1900006

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190010 includes the existing 1,625 square foot commercial building as shown on Exhibit “G”. In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$26,000.00 and will increase annually at a rate of 2%.

EXHIBIT “G”

Development Agreement No. 1900006

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 1,625 square foot commercial building that will be used for the Cannabis Retailer operations as shown in this Exhibit “G”.

EXHIBIT “H”

Development Agreement No. 1900006

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000.00 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, consistent with CAN 190031, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

# CUP - CANNABIS RETAIL W/ DELIVERY 19700 TEMESCAL CANYON RD. APN 2777110040

LEGAL DESCRIPTION: .26 ACRES M/L IN LOTS 8 & 9 MB 01.5/092 BLUEDIAMOND ADD

## SCOPE OF WORK:

### CONDITIONAL USE PERMIT FOR CANNABIS FACILITY :RETAIL W/ DELIVERY

- NO CHANGE ON (E) BUILDINGS
- NO GRADING PROPOSED

### SHEET INDEX

- G1 - COVER SHEET
- S1 - SITE PLAN
- S2 - SITE PLAN
- S3 - SITE PHOTO INDEX
- S4 - LANDSCAPE AND SITE LIGHTING PLANS
- A1 - EXTERIOR ELEVATIONS
- A2 - FLOOR PLAN
- A4 - INTERIOR ELEVATIONS
- A5 - EXTERIOR ELEVATIONS
- A6 - RENDERED SITE PLAN
- L1 - LIGHTING SPECS
- L2 - LIGHTING SPECS
- L3 - LIGHTING SPECS
- L4 - LIGHTING SPECS
- L5 - LIGHTING SPECS
- SNI - SIGN PROGRAM

### PARKING

- 8 PARKING SPACES PROVIDED MAIN LOT
- 22 SPACES PROVIDED CONNECTED LOTS (10 & 11)
- 30 SPACES PROVIDED TOTAL

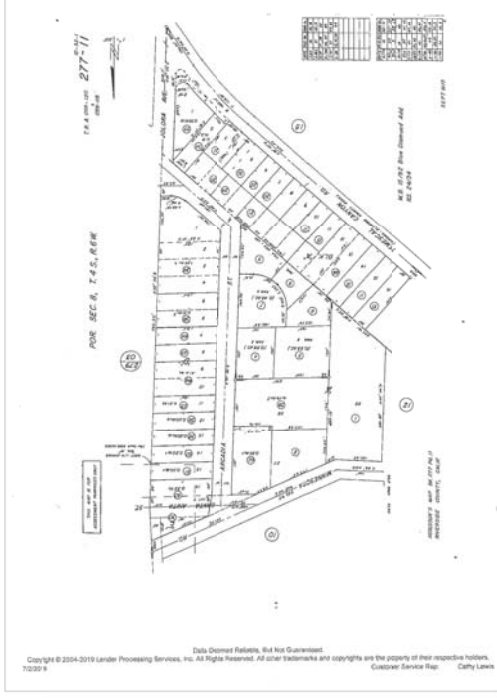
### HOURS OF OPERATION

8 AM - 10 PM

APPLICABLE CODES:	
1. 2016 FIRC	
2. 2016 EBC	
3. 2016 CBC	
4. 2016 PBC	
5. 2016 CALIFORNIA FIRE CODE (GFC)	
BUILDING INFO:	
BUILDING AREA:	(E) SPACE YES
TOTAL LOT SIZE	0.26 AC
(N) STRUCTURE	NO
(E) STRUCTURE	1,625 SF
OCCUPANCY & CONSTRUCTION TYPE:	
CONST TYPE	TYPE IV
FIRE PROTECTION:	NO SPRINKLERED
OCCUPANCY:	C
NUMBER OF STORIES:	1
MAXIMUM HEIGHT:	15'-0"



VICINITY MAP, NTS:



PARCEL MAP, NTS:

#### APPLICANT:

Derek F. Catalano  
4079 Shady Ridge Circle  
Shelburne, VT 05477  
951-415-0064  
derekc@df@aol.com

#### DESIGN:

SHREINISOCK ARCHITECTS  
10000 Shiloh Road  
7775 Walton Pkwy.  
STE 250  
MARIETTA, OH 43054  
937-434-4560  
jgarnica@shreinoisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

#### PROJECT TITLE:

CUP

#### COVER SHEET

06.01.21

G1

# PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY 19700 TEMESCAL CANYON RD. CANNABIS RETAIL W/ DELIVERY

**APPLICANT:**  
Derek F. Catalano  
4079 Stacy Ridge Circle  
Laguna Hills, CA 92651  
951-415-0064  
derek@dfe@aol.com

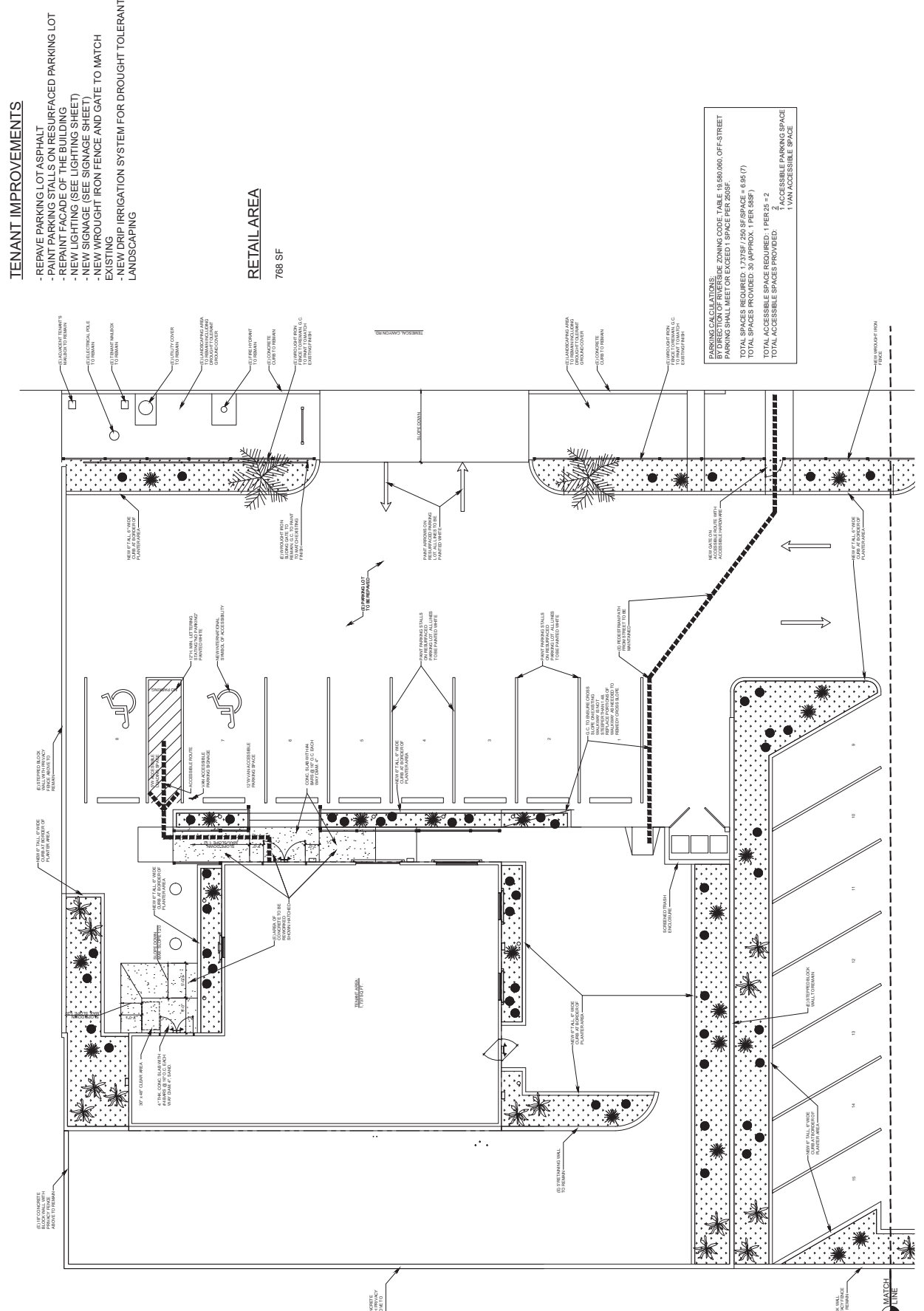
**DESIGN:**  
SHERIDAN ARCHITECTS  
7779 Watson Pkwy.  
Suite 250  
Laguna Hills, CA 92654  
(949) 444-4460  
jgamilson@sheridanbook.com

## TENANT IMPROVEMENTS

- REPAVE PARKING LOT ASPHALT
- PAINT PARKING STALLS ON RESURFACED PARKING LOT
- REPAINT FACADE OF THE BUILDING
- NEW LIGHTING (SEE LIGHTING SHEET)
- NEW SIGNAGE (SEE SIGNAGE SHEET)
- NEW WROUGHT IRON FENCE AND GATE TO MATCH EXISTING
- NEW DRIP IRRIGATION SYSTEM FOR DROUGHT TOLERANT LANDSCAPING

## RETAIL AREA

768 SF



**PARKING CALCULATIONS:**  
BY DIRECTION OF RIVERSIDE ZONING CODE, TABLE 19-600.060, OFF-STREET PARKING SHALL MEET OR EXCEED 1 SPACE PER 200SF.  
TOTAL SPACES REQUIRED: 1,737SF / 250 SF/SPACE = 6.95 (7)  
TOTAL SPACES PROVIDED: 30 (APPROX. 1 PER 59SF)  
TOTAL ACCESSIBLE SPACES REQUIRED: 1 PER 25 - 2  
TOTAL ACCESSIBLE SPACES PROVIDED: 7  
1 VAN ACCESSIBLE SPACE







**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
Stacy Ridge, IL 60071  
951-415-0064  
derekc@dfc@aol.com

**DESIGN:**

SHREINISOCK ARCHITECTS  
11777 W. 127th Ave.  
7779 Walton Pkwy.  
STE 250  
Mankato, OH 43064  
Mankato, OH 43060  
jgarnica@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

SITE PHOTO  
INDEX

06.01.21

S3

PIC # 1



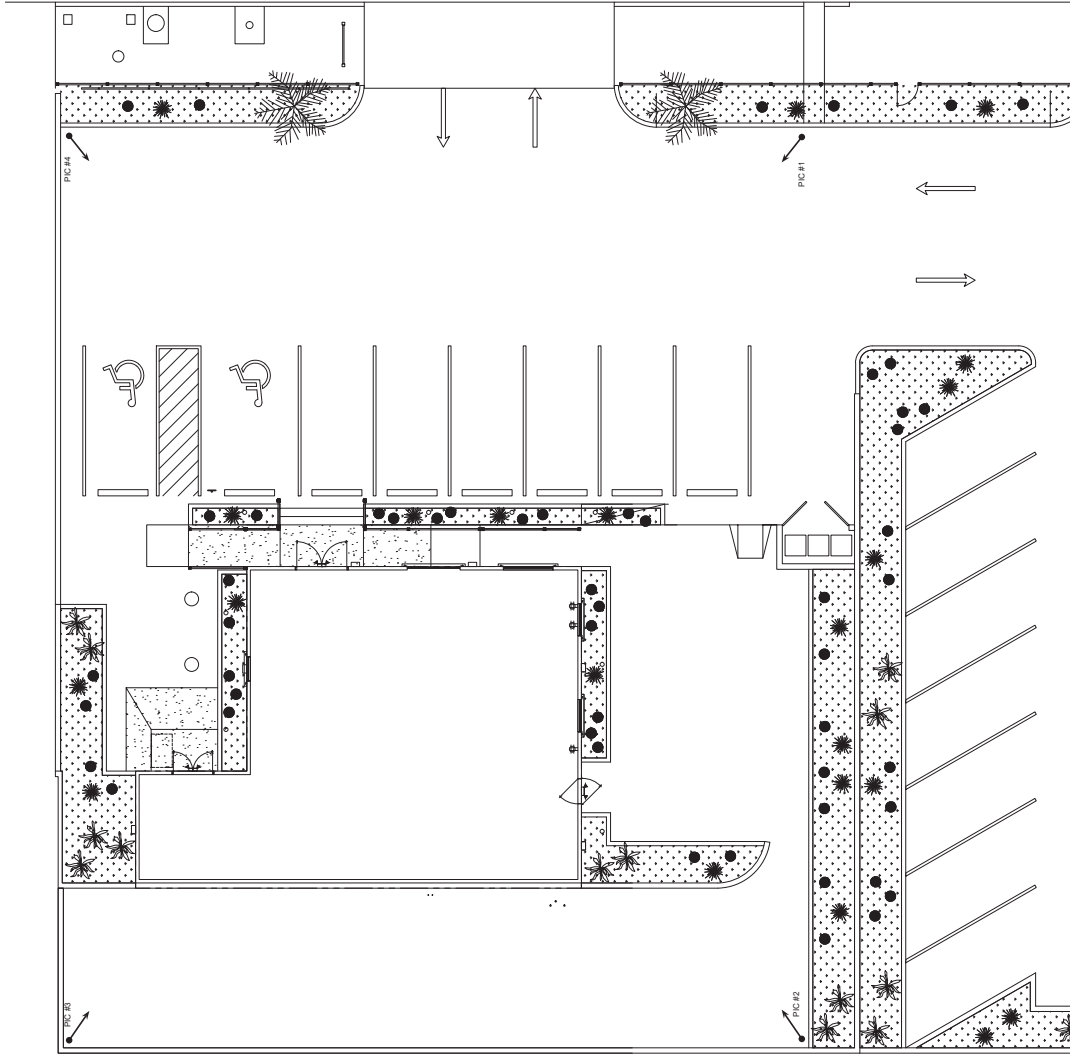
PIC # 2



PIC # 3



PIC # 4



**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
North Olmsted, OH 44131  
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derekcf@eol.com

**DESIGN:**

SHREINISOCK ARCHITECTS  
11000 W. 17th Ave.  
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North Olmsted, OH 43064  
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jgarnick@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

LANDSCAPE AND  
LIGHTING PLANS

06.01.21

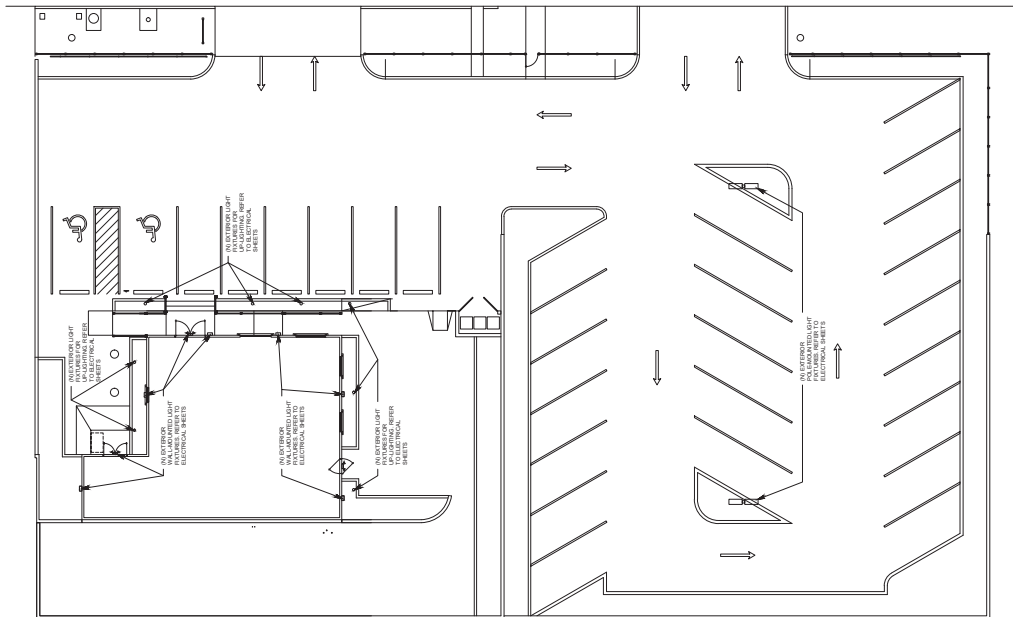
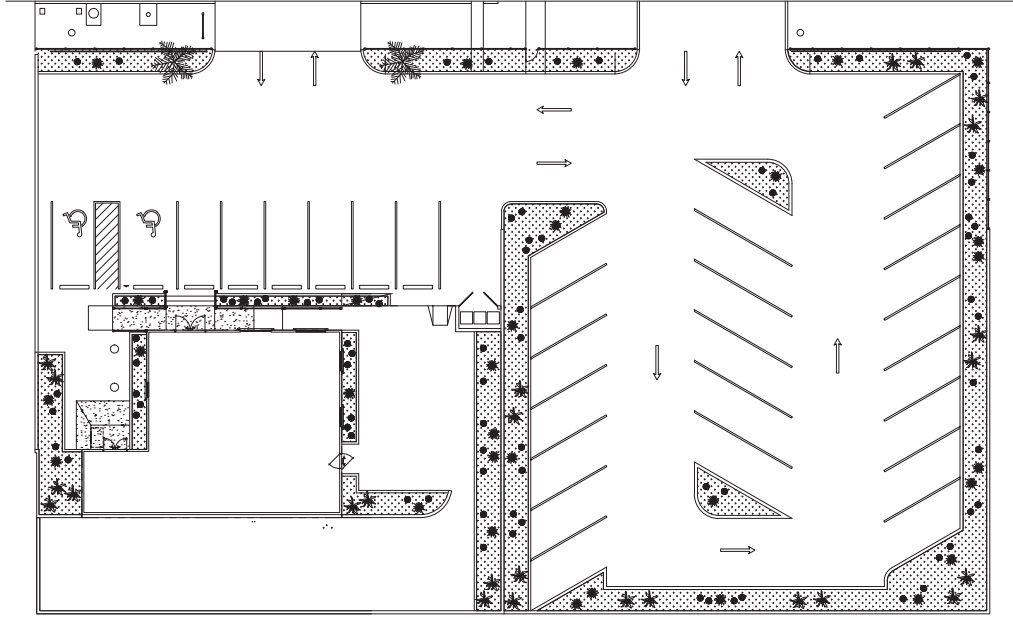
S4

**LANDSCAPING:**

- EXISTING
- PALE PALM TREE
- PLANT TYPE #1
- PLANT TYPE #2
- PLANT TYPE #3
- LANDSCAPE ZONE

**EXTERIOR LIGHTING:**

ALL LIGHTING FIXTURES MOUNTED TO THE EXTERIOR OF THE BUILDING, LED FIXTURES WITHIN LANDSCAPE ZONES TO PROVIDE UP-LIGHTING AND THE POLE-MOUNTED LED FIXTURES LOCATED IN THE ADJACENT PARKING LOT.



**APPLICANT:**

Derek F. Catalano  
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 Naperville, IL 60563  
 951-415-0064  
 derekfc@earthlink.net

**DESIGN:**

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 Naperville, OH 43064  
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 jgarnico@shreinisock.com

**PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

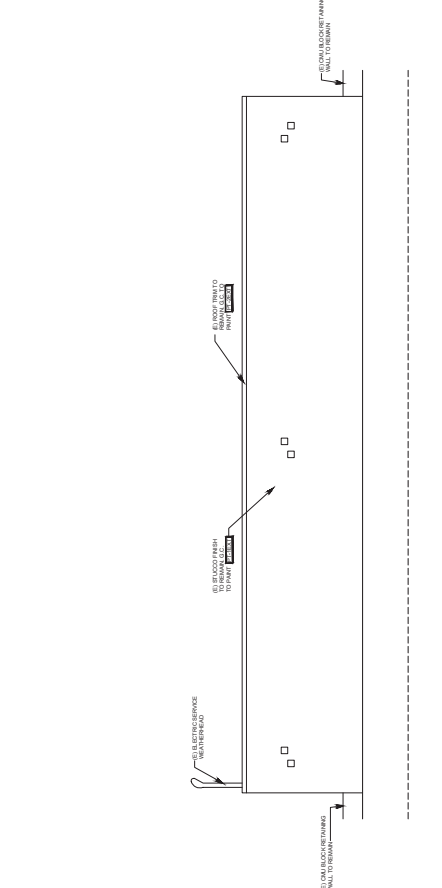
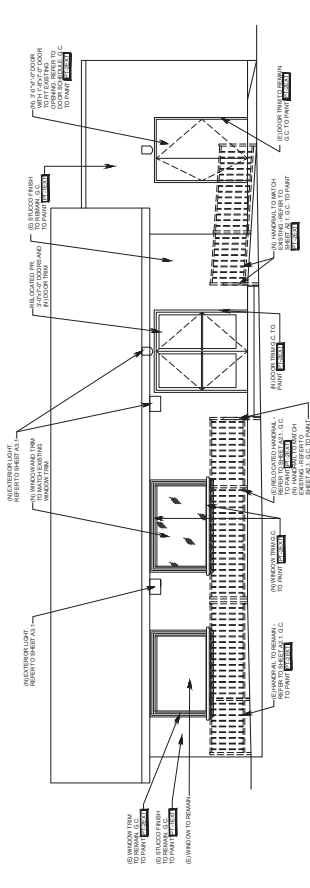
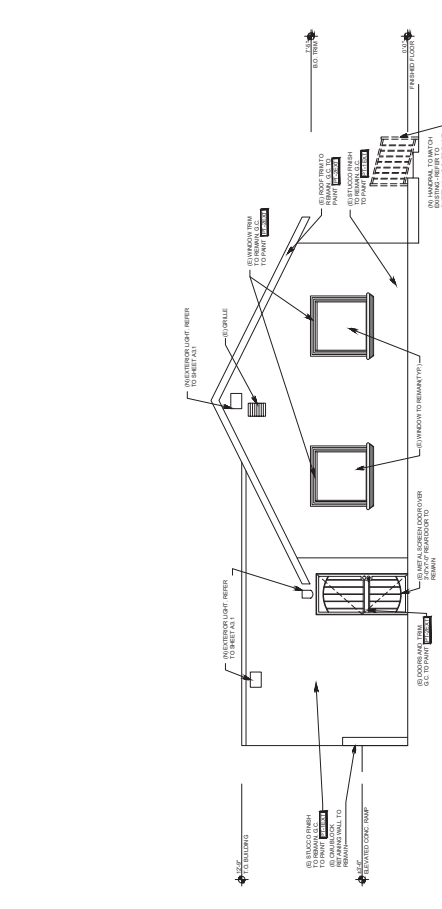
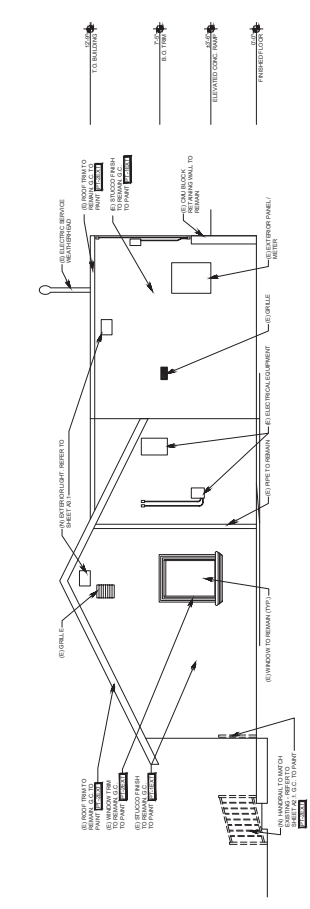
**EXTERIOR  
 ELEVATIONS**

06.01.21

A1

FINISH	APPLY	MODEL	DESCRIPTION	FINISH SYMBOL
EXTERIOR WALL	1/4" BRICK	1/4" BRICK	EXTERIOR WALL	1/4" BRICK
INTERIOR WALL	1/2" GYP BOARD	1/2" GYP BOARD	INTERIOR WALL	1/2" GYP BOARD
FLOOR	1/2" GYP BOARD	1/2" GYP BOARD	FLOOR	1/2" GYP BOARD
CEILING	1/2" GYP BOARD	1/2" GYP BOARD	CEILING	1/2" GYP BOARD

FINISH	APPLY	MODEL	DESCRIPTION	FINISH SYMBOL
EXTERIOR WALL	1/4" BRICK	1/4" BRICK	EXTERIOR WALL	1/4" BRICK
INTERIOR WALL	1/2" GYP BOARD	1/2" GYP BOARD	INTERIOR WALL	1/2" GYP BOARD
FLOOR	1/2" GYP BOARD	1/2" GYP BOARD	FLOOR	1/2" GYP BOARD
CEILING	1/2" GYP BOARD	1/2" GYP BOARD	CEILING	1/2" GYP BOARD



**APPLICANT:**

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**DESIGN:**

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STE. 250  
Mason, OH 45064  
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jgambino@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

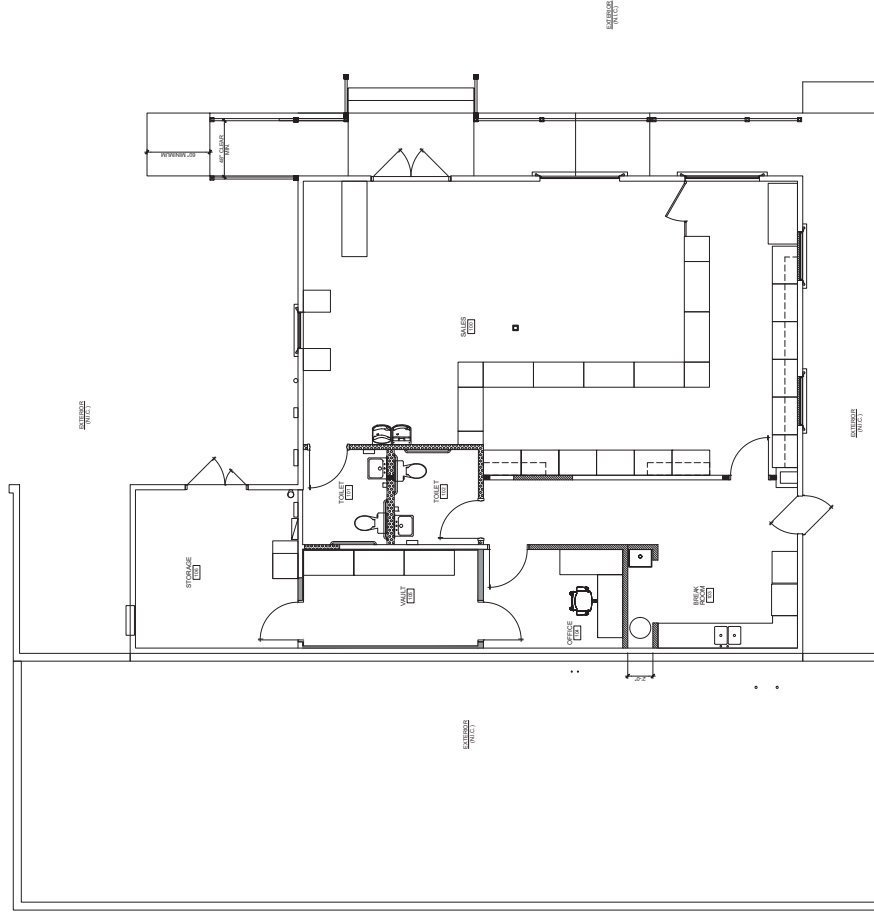
**PROJECT TITLE:**

CUP

FLOOR PLAN

06.01.21

A2





INTERIOR RENDERINGS

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:  
 CUP

INTERIOR  
 RENDERINGS  
 06.01.21

A4

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
Stacy Ridge, FL 32081  
951-415-0064  
derekcf@efi.com

**DESIGN:**

SHREINISOCK ARCHITECTS  
10000 W. US HWY  
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SUITE 200  
MAYAGUEZ, FL 33508  
PH: 407-414-4660  
jgarlison@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

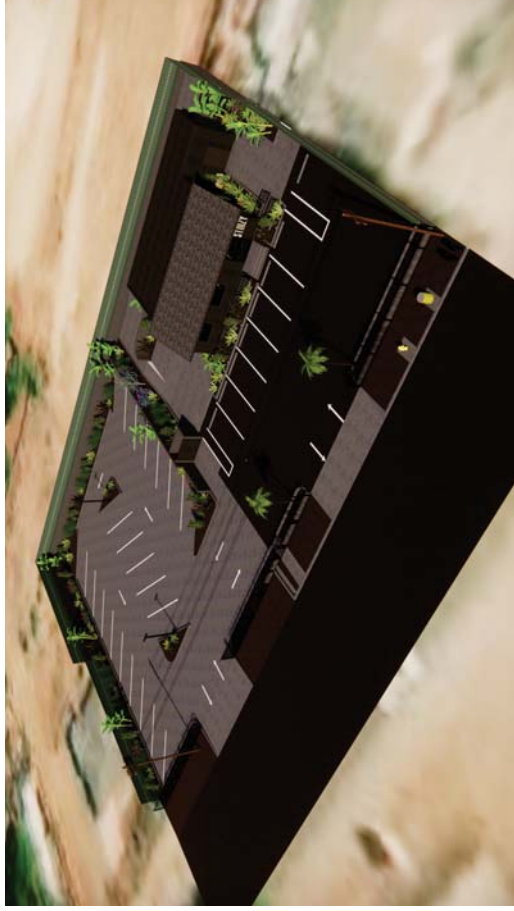
**PROJECT TITLE:**

CUP

EXTERIOR  
RENDERINGS

06.01.21

A5



EXTERIOR RENDERINGS

**APPLICANT:**

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955-415-0064  
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**DESIGN:**

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Mentor, OH 43064  
440-424-4560  
jgarnick@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

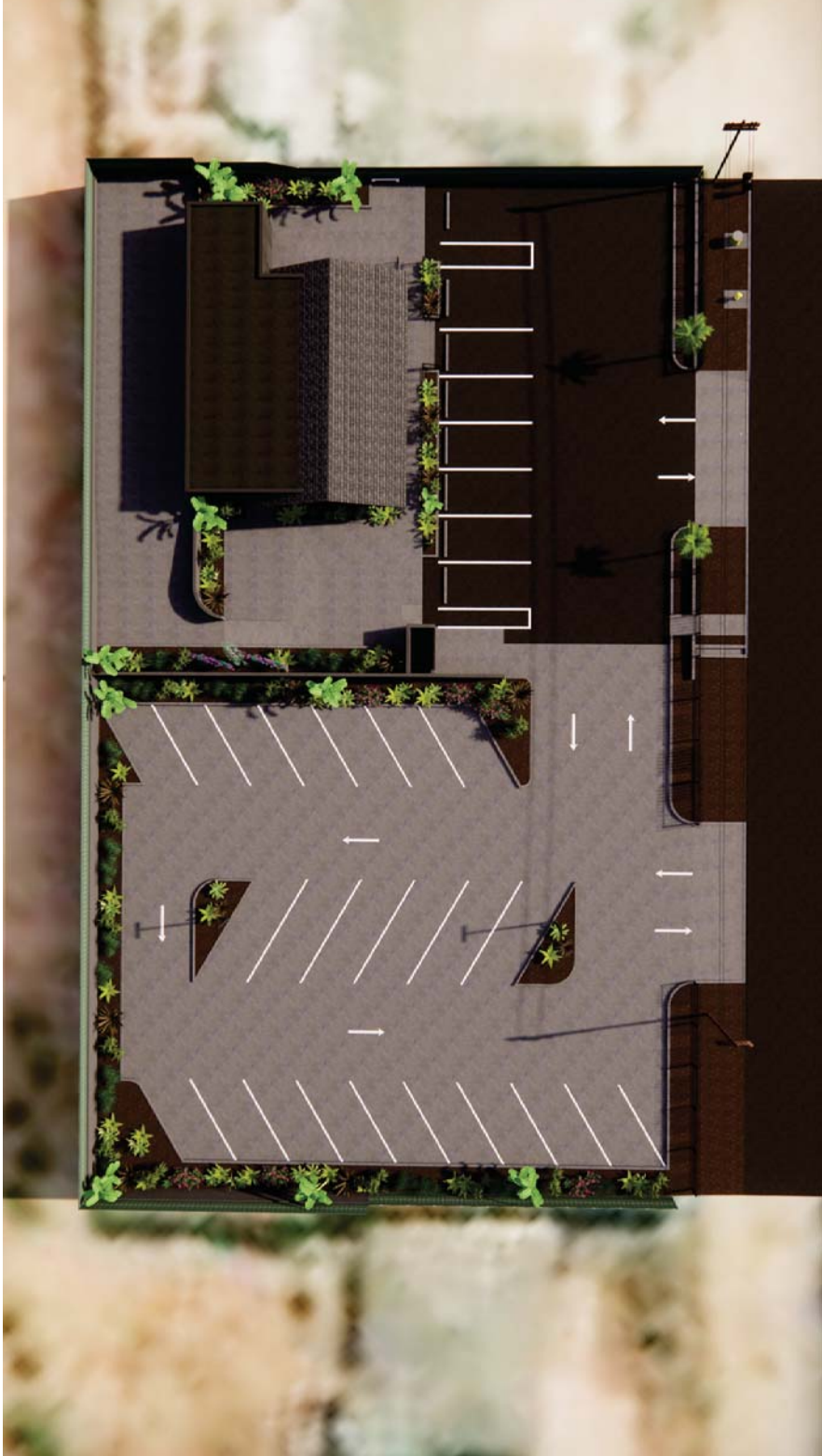
**PROJECT TITLE:**

CUP

SITE  
RENDERINGS

06.01.21

A6



# Large Full Cutoff wall pack

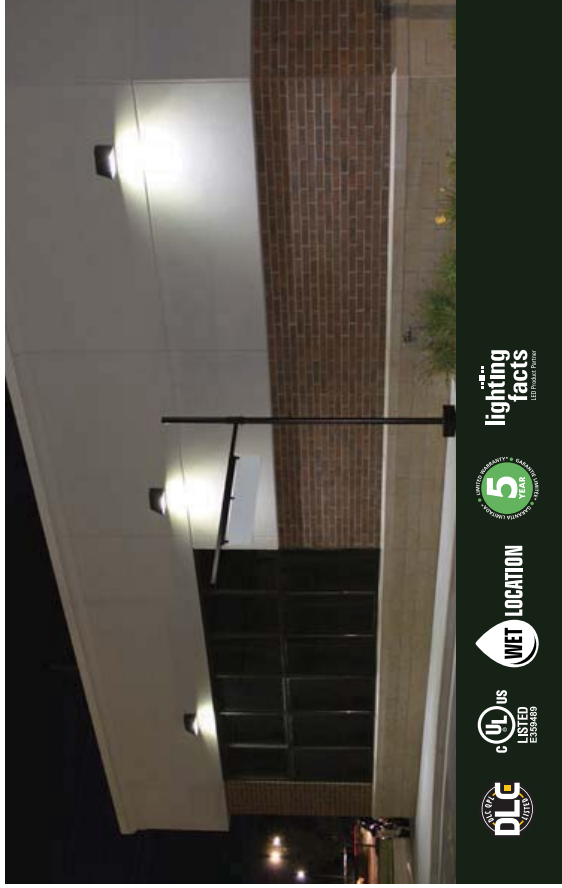
## Features

- Suitable for WET location/Outdoor
- Full Cutoff and compliance to Dark Sky requirement
- 90W-145W power consumption, to replace 250-400W MH
- Lumen output 9300-14000lm, CCT are available at 3500, 4000K and 5000K
- Type III polycarbonate optical lens with UV stabilizers
- 120-277V and 347V for North American
- Built-in UL class 2 driver, optional for photocell
- UL/cUL listed and DLC qualified



## Applications

- Security, pathway and perimeter lighting
- Building entryways and walkways



lighting facts  
LED Product Power

5 YEAR WARRANTY  
5 YEAR WARRANTY

WET LOCATION

cULus LISTED E389489

DLC QUALIFIED

## Specification

Specification / Model	WPF90W12V50KDP1	WPF95W34V50KDP2	WPF135W12V50KDP1	WPF145W34V50KDP2
Input Power	90W	95W	135W	145W
Lumens output	9500lm	9500lm	14000lm	14000lm
Efficacy	106lm/W	100lm/W	104lm/W	97lm/W
CRI				
Color Temperature				
Input Voltage	120VAC	347VAC	120VAC	347VAC
Finish Color	Dark Bronze			
Optical Lens	Polycarbonate (UL Recognized) (f1) Suitable for outdoor use with respect to exposure to Ultraviolet Light, Water Exposure and Immersion in accordance with UL 746C			
Mounting	Wall Mounting			
Photocell	120V-277VAC (UL and CSA listed) 3/4in long threaded nipple, 30-45 second time delay, Power Consumption: less than 0.9 watts at 120 VAC			

## Ordering Guide

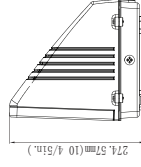
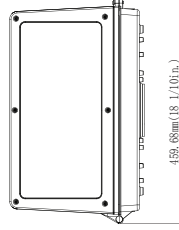
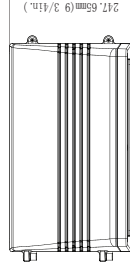
EXAMPLE: **WPF 90W 27V 40K D P1**

Fixture Type	Power Consumption	Input Voltage	CCT	Finish	Sensor (Option)
WPF Large Full Cutoff Wall Pack	90W 90Watts	12V 120V	35K 3500K	D Dark Bronze	P1 120V Photocell
	95W 95Watts	27V 120-277V	40K 4000K	B Black	P2 277V Photocell
	135W 135Watts	/230-277V	50K 5000K		Blank without Photocell
	145W 145Watts	34V 347V			

NOTES: 1. 277V driver operates on 120-277V (50/60 Hz). Specify 120 and 230-277 options only when ordering with photocell.  
2. 90W and 135W are limited to 120-277V input only. 95W and 145W are limited to 347V input only.

## Dimension

unit: inch/mm



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jgarnison@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:  
CUP

LIGHTING SPECS  
06.01.21

L1



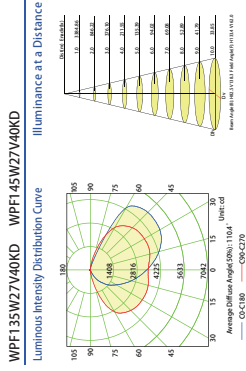
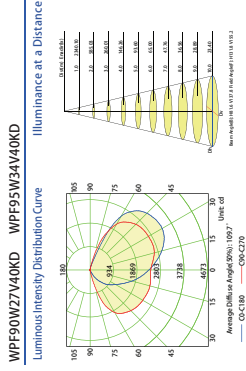
## Ordering Information

Ordering Code	Rated Voltage(VAC)	Luminaire Shape	Wattage (W)	CCT	Initial Lumens(lm)	Luminaire Efficacy(lm/w)	Rated Luminaire Life(lhrs)	CR	Power Factor	Dimmable	Protocols	Certificate
WPF90W27V40KD	120-277	Large Full Cutoff Wall Pack	90	4000K	9300	103	50000	82	0.9	NO	NO	UL/DLC
WPF90W12V40KD	120	Large Full Cutoff Wall Pack	90	4000K	9300	103	50000	82	0.9	NO	YES	UL/DLC
WPF90W27V40KD	230-277	Large Full Cutoff Wall Pack	90	4000K	9300	103	50000	82	0.9	NO	YES	UL/DLC
WPF90W27V50KD	120-277	Large Full Cutoff Wall Pack	90	5000K	9500	106	50000	82	0.9	NO	NO	UL/DLC
WPF90W12V50KD	120	Large Full Cutoff Wall Pack	90	5000K	9500	106	50000	82	0.9	NO	YES	UL/DLC
WPF90W27V50KD	230-277	Large Full Cutoff Wall Pack	90	5000K	9500	106	50000	82	0.9	NO	YES	UL/DLC
WPF95W34V40KD	347	Large Full Cutoff Wall Pack	95	4000K	9300	98	50000	82	0.9	NO	NO	UL
WPF95W34V50KD	347	Large Full Cutoff Wall Pack	95	4000K	9300	98	50000	82	0.9	NO	YES	UL
WPF95W34V50KD	347	Large Full Cutoff Wall Pack	95	5000K	9500	100	50000	82	0.9	NO	NO	UL
WPF95W34V50KD	347	Large Full Cutoff Wall Pack	95	5000K	9500	100	50000	82	0.9	NO	YES	UL
WPF135W27V40KD	120-277	Large Full Cutoff Wall Pack	135	4000K	13600	101	50000	82	0.9	NO	NO	UL/DLC
WPF135W12V40KD	120	Large Full Cutoff Wall Pack	135	4000K	13600	101	50000	82	0.9	NO	YES	UL/DLC
WPF135W27V40KD	230-277	Large Full Cutoff Wall Pack	135	4000K	13600	101	50000	82	0.9	NO	YES	UL/DLC
WPF135W27V50KD	120-277	Large Full Cutoff Wall Pack	135	5000K	14000	104	50000	82	0.9	NO	NO	UL/DLC
WPF135W12V50KD	120	Large Full Cutoff Wall Pack	135	5000K	14000	104	50000	82	0.9	NO	YES	UL/DLC
WPF135W27V50KD	230-277	Large Full Cutoff Wall Pack	135	5000K	14000	104	50000	82	0.9	NO	YES	UL/DLC
WPF145W34V40KD	347	Large Full Cutoff Wall Pack	145	4000K	13600	94	50000	82	0.9	NO	NO	UL
WPF145W34V40KD	347	Large Full Cutoff Wall Pack	145	4000K	13600	94	50000	82	0.9	NO	YES	UL
WPF145W34V50KD	347	Large Full Cutoff Wall Pack	145	5000K	14000	97	50000	82	0.9	NO	NO	UL
WPF145W34V50KD	347	Large Full Cutoff Wall Pack	145	5000K	14000	97	50000	82	0.9	NO	YES	UL

## Energy Saving Replacement

MESTER MODEL	Replacing
WPF90WZZVXXKY WPF95W34VXXKY	250W MH
WPF135WZZVXXKY WPF145W34VXXKY	400W MH

## Photometrics



PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

### APPLICANT:

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DESIGN:  
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951-415-0064  
derekc@df@aol.com

### PROJECT TITLE:

CUP

### LIGHTING SPECS

06.01.21

L2

**MESTER LED LIMITED**  
3rd F, section B, Building A, Sunshine Industrial Park, Hezhou,  
Xixiang, Bao'an District, Shenzhen China.  
www.szmester.com

Specifications are subject to  
change without notice.  
Updated date: 2016-04-21



APPLICANT:

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:

CUP

LIGHTING SPECS

06.01.21

L4

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use the following lumen output for average ambient temperatures from 0-60°C (32-104°F).

Table with 2 columns: Ambient Temp (5°C to 40°C) and Lumen Multiplier (1.04 to 0.97).

Projected LED Lumen Maintenance

Use the following lumen output for average ambient temperatures from 0-60°C (32-104°F).

Table with 2 columns: Operating Hours (25,000 to 100,000) and Lumen Maintenance Factor (0.96 to 0.85).

Motion Sensor Defaults Settings

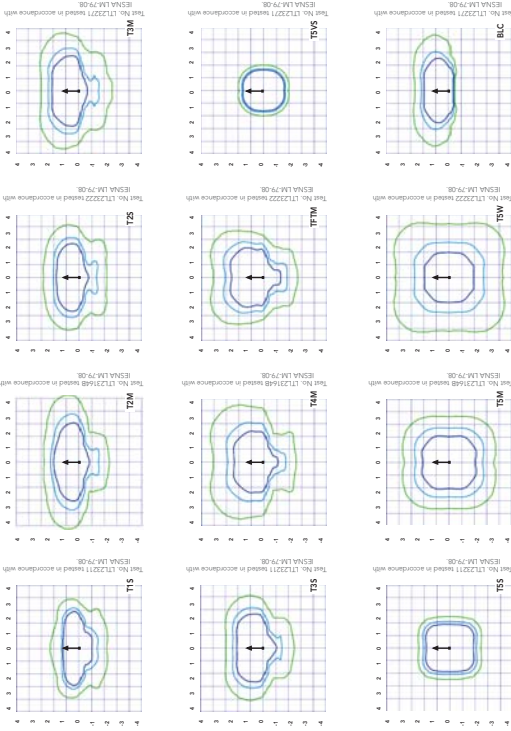
Table with 5 columns: Option (Dimmed, High-Cut, Photocell, Ramp-up, Ramp-down), Description, and Settings (On/Off, Delay, etc.).

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Area Site 1 homepage.

Isocandela plots for the D5X1 LED at 0.100, 0.400, and 1.000 mounting heights (IES).

LEGEND: 0.1K, 0.5K, 1.0K



Electrical Load

Table with 6 columns: Performance Package (P1-P13), LED Count, Watts, Amps, Current (A), and Current (ft).

Table with 4 columns: Nomenclature (FAO, DS, PFB or PFBP, PFB or PFBH, NULITE 750RHM), Description, Functionality, and Notes.



# QTE LED Floodlight



Catalog Number

Notes

Type

For the 2019 and 2020 Annual Report, please visit [www.lithonia.com](http://www.lithonia.com).

## Introduction

QTE LED is a family of cost effective, energy efficient floodlights. These are the ideal replacements for up to 500W Quartz-Halogen floodlights, and deliver energy savings of up to 85% with over 10 years of service life. QTE LED floodlights are great for illuminating yards, driveways, buildings, billboards and signage, and for general flood lighting.

## Ordering Information

QTELED Series	Performance Package	Color Temperature	Mounting	Finish	Notes
P1	2,500 lumens, 250W	40K - 4000K*	Knuckle	Black	*Normal correlated color temperature per ANSI C83.7:2015
P2	4,000 lumens, 400W	50K - 5000K	Yoke	Black	
P3	6,500 lumens, 650W		Yoke	Black	

## EXAMPLE: QTE LED P2 40K 120 THK DBB

- NOTES**
- QTE LED P1 version can be used for application to The 24 applications.
  - Yoke mount is available with P1.

## FEATURES & SPECIFICATIONS

- INTENDED USE**  
Suitable for replacing up to 500W Quartz-Halogen. It is ideal for landscapes, signage, and general purpose lighting in commercial and residential applications.
- CONSTRUCTION**  
Die-cast aluminum housing has integral heat sink fins to optimize thermal management. Rated for -40 C to 40 C ambient temperature. Tempered glass lens is fully gasketed. Available with knuckle and yoke mount.
- FINISH**  
Powder coat finish for protection from corrosion and weathering. Available in black, bronze or white.
- ELECTRICAL**  
Chip-on-board (COB) LEDs are directly coupled to the housing to maximize heat dissipation and lifespan (L70, 50,000 hrs.) at 4 surge protection.

- INSTALLATION**  
Requires a junction box or under building cove. Suitable for ground mount applications.
- LISTINGS**  
UL Certified to US and Canadian safety standards. Wet location listed.
- Designlight, Consortium@DLC** qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Product List at [www.designlight.org/DLC](http://www.designlight.org/DLC) to confirm LED light source requirements.
- WARRANTY**  
5-year limited warranty. Complete warranty terms located at: [www.lithonia.com/support/warranty/terms-and-conditions](http://www.lithonia.com/support/warranty/terms-and-conditions)
- Notes:** Actual performance may differ as a result of ambient environment and application. Specifications subject to change without notice.



COMMERCIAL/OUTDOOR  
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-705-SERV / (737)81 • [www.lithonia.com](http://www.lithonia.com)  
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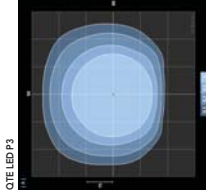
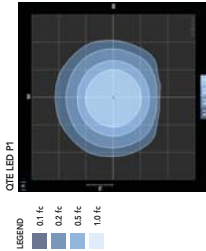
QTE LED  
Rev. 03/2021  
Page 1 of 2

## Performance Data

Series/Package	Beam Angle	Height (Mount to Ht)
QTELED P1	2.50	2M
QTELED P2	4.00	4M
QTELED P3	6.50	6M

## Photometric Diagrams

Full photometric data report available within 2 weeks from request. Contact Acuity Tech Support.

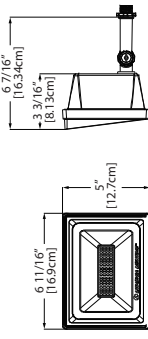


**LEGEND**  
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0.2fc  
0.5fc  
1.0fc

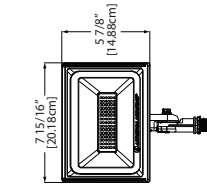
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0.2fc  
0.5fc  
1.0fc

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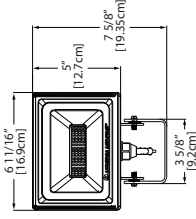
### QTE P1/P2 knuckle



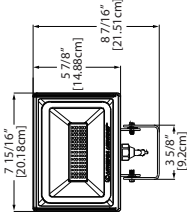
### QTE P3 knuckle



### QTE P1/P2 yoke



### QTE P3 yoke



PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

## APPLICANT:

Derek F. Catalano  
4079 Stacy Ridge Circle  
St. Louis, MO 63121  
951-415-0064  
derekcf46@aol.com

**DESIGN:**  
SHEENSHOCKARCHITECTS  
10000 N. Highway 100  
7775 Walton Pkwy.  
STE. 250  
MAYFIELD, OH 43064  
614-454-4650  
jgarrison@sheenshock.com

## PROJECT TITLE:

CUP

## LIGHTING SPECS

06.01.21

L5

QTE LED  
Rev. 03/2021  
Page 2 of 2

COMMERCIAL/OUTDOOR  
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-705-SERV / (737)81 • [www.lithonia.com](http://www.lithonia.com)  
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QTE LED  
Rev. 03/2021  
Page 1 of 2

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
Naperville, IL 60563  
951-415-0064  
derekc94@aol.com

**DESIGN:**

SHREWSHOCK ARCHITECTS  
7775 Walton Pkwy.  
Suite 250  
Naperville, OH 43064  
614-444-4460  
jgarnica@shrewhock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

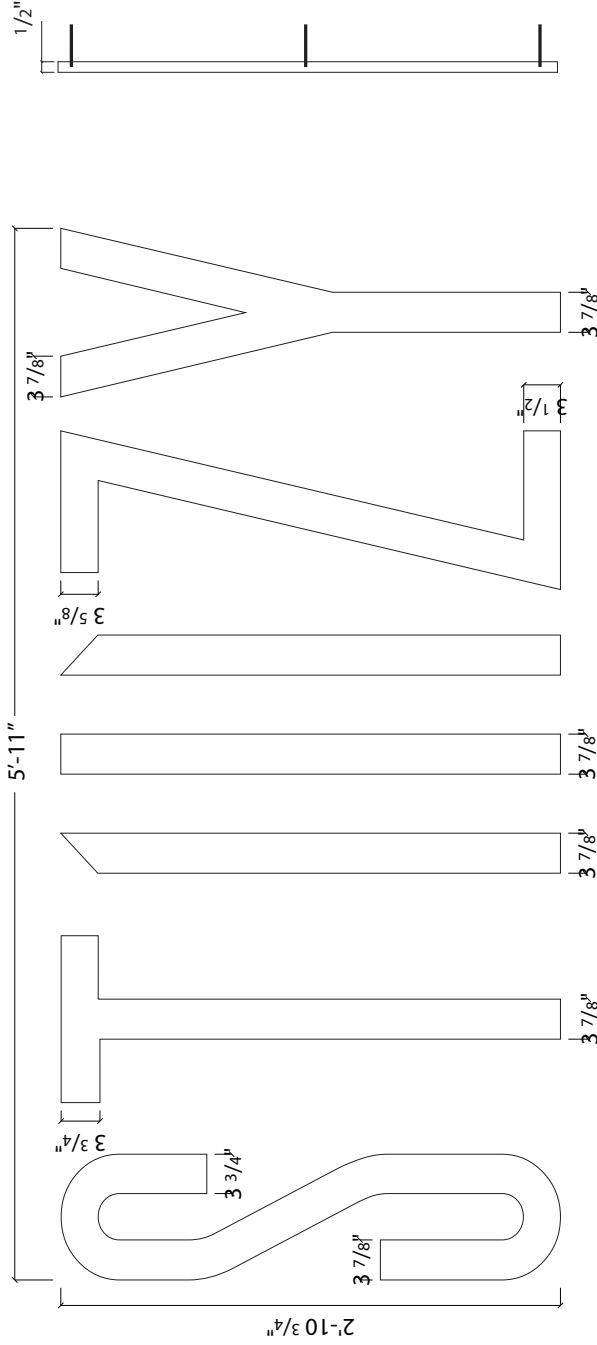
**PROJECT TITLE:**

CUP

SIGN PROGRAM

06.01.21

SN1



**(1) STIIIZY LOGO**  
SUB - 1/2" ACRYLIC PAINTED SATIN WHITE  
MOUNTING - PIN MOUNTED

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
San Diego, CA 92121  
951-415-0064  
derekcf@afj.com

**DESIGN:**

Temeka Group  
10000 La Tijera Blvd, Suite B  
Corona, CA 92883  
951-538-2462  
tommy@temekagroup.com  
www.temekagroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

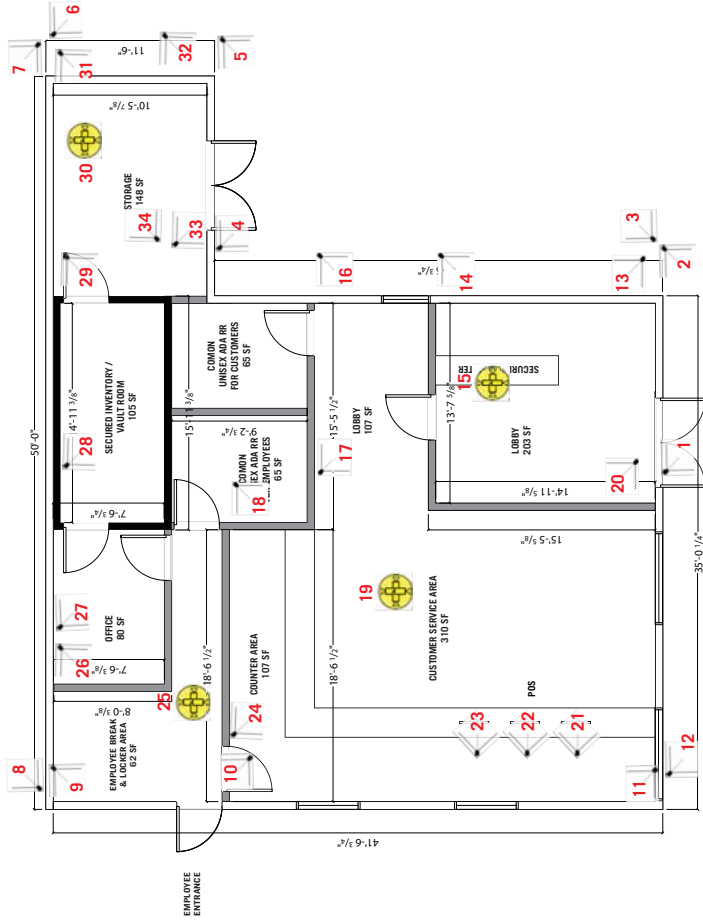
**PROJECT TITLE:**

CUP

SECURITY PLAN

7.18.20

A3



**(N) FLOOR PLAN, 1/4"=1'**

**WALL LEGEND:**

(E) DEMISING WALL TO REMAIN

(N) NONLOADBEARING 1 HR FIRERATED PARTITION WALL

(N) SECURE STORAGE WALL, CLAD IN STEEL OR CMU BLOCK

Plan: CUP190010

Parcel: 277110040

60. Prior To Grading Permit Issuance

Survey

060 - Survey. 1

R O W - DEDICATION

Not Satisfied

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

80. Prior To Building Permit Issuance

Fire

080 - Fire. 1

Prior to permit

Not Satisfied

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

080 - Fire. 2

Prior to permit

Not Satisfied

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

080 - Fire. 3

Prior to permit

Not Satisfied

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

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Fire

080 - Fire. 3	Prior to permit (cont.)	Not Satisfied
---------------	-------------------------	---------------

to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 4	Prior to permit	Not Satisfied
---------------	-----------------	---------------

Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours and if open flame devices will be on site.

Planning

080 - Planning. 1	Fee Status	Not Satisfied
-------------------	------------	---------------

Prior to issuance of building permits for CUP190010, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

Survey

080 - Survey. 1	R O W - DEDICATION	Not Satisfied
-----------------	--------------------	---------------

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

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Transportation

080 - Transportation. 1	R O W - DEDICATION	Not Satisfied
-------------------------	--------------------	---------------

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

90. Prior to Building Final Inspection

Waste Resources



Plan: CUP190010

Parcel: 277110040

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1 090 Mandatory Commercial Recycling and Organics Recyclin Not Satisfied

Form D – Mandatory Commercial Recycling and Organics Recycling

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



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

Juan C. Perez  
Agency Director



01/20/21, 3:44 pm

**CUP190010**

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190010. 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 CUP190010 and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

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

Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26 acre lot with parking and landscaping.

**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 1/13/21
- Exhibit B (Elevations), dated 1/13/21
- Exhibit C (Floor Plans), dated 1/13/21
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 1/13/21
- Interior Rendering, dated 1/13/21
- Exterior Rendering, dated 1/13/21
- Site Plan Rendering, dated 1/13/21

**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

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

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
- Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)

3. Compliance with applicable County Regulations, including, but not limited to:

- Ord. No. 348 (Land Use Planning and Zoning Regulations)
- Ord. No. 413 (Regulating Vehicle Parking)
- Ord. No. 457 (Building Requirements)
- Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
- Ord. No. 460 (Division of Land)
- Ord. No. 461 (Road Improvement Standards)
- 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. 671 (Consolidated Fees)
- Ord. No. 679 (Directional Signs for Subdivisions)
- 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. 927 (Regulating Short Term Rentals)

4. Mitigation Fee Ordinances

- Ord. No. 659 Development Impact Fees (DIF)
- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

### E Health

#### E Health. 1

#### Gen - Custom

If 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

#### OWTS Certification

Certification of the existing OWTS was provided and documented that it was in good repair. The 1500

## ADVISORY NOTIFICATION DOCUMENT

### E Health

#### **E Health. 2**                                      **OWTS Certification (cont.)**

gallon system is sized appropriately for the intended operation of the facility.

### General

#### **General. 1**                                      **General – Business Licensing**

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

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

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

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

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

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

then this permit shall be subject to revocation procedures.

#### **General. 3**                                      **General – Ceased Operations**

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

#### **General. 4**                                      **General – Hold Harmless**

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

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

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

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

The COUNTY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such LITIGATION or

## ADVISORY NOTIFICATION DOCUMENT

### General

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

fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

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

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

#### **General. 5**                                      **General – Human Remains**

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

#### **General. 6**                                      **General – Review Fees**

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan, or mitigation and monitoring review, shall be reviewed on an hourly basis, or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

#### **General. 7**                                      **General – Unanticipated Resources**

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit.

If during ground disturbance activities, unanticipated cultural resources\* are discovered, the following procedures shall be followed:

## ADVISORY NOTIFICATION DOCUMENT

### General

#### **General. 7**

#### **General – Unanticipated Resources (cont.)**

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist\*\*, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

\* A cultural resource site is defined, for this condition, as being a feature and/or three or more artifacts in close association with each other.

\*\* If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the significance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

### Planning

#### **Planning. 1**

#### **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.

#### **Planning. 2**

#### **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.

#### **Planning. 3**

#### **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.

#### **Planning. 4**

#### **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



## ADVISORY NOTIFICATION DOCUMENT

### Planning

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

the application or nullification or revocation of any permit granted pursuant to this Article.

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

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

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

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

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

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

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

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

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

Commercial Cannabis Activities shall not allow the sale, dispensing, or consumption of alcoholic beverages or tobacco on the site of the Commercial Cannabis Activity.

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

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

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

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

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



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 14

#### General - N. Security - Part 1 (cont.)

2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

#### Planning. 15

#### General - N. Security - Part 2

6. Sensors shall be installed to detect entry and exit from all secure areas.
7. Panic buttons shall be installed in all Commercial Cannabis Activities.
8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

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

employee of the Commercial Cannabis Activity.

c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.

d. Any other breach of security.

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

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

#### Planning. 16

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

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

#### Planning. 17

#### General - P. Signage

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

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17                                    General - P. Signage (cont.)

indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.

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

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

#### Planning. 18                                    General - Q. Records

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

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

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

#### Planning. 19                                    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.

#### Planning. 20                                    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.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

**Planning. 21**    **General - T. Parking (cont.)**

**Planning. 21**    **General - T. Parking**

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

**Planning. 22**    **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.

**Planning. 23**    **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 Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner.

**Planning. 24**    **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.

**Planning. 25**    **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

**ADVISORY NOTIFICATION DOCUMENT****Planning**

**Planning. 25**                                **General - X. Material Alterations to Premises (cont.)**  
permits.

**Planning. 26**                                **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.

**Planning-All**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

**Planning-All. 8 Cannabis Retail Operations - 3 (cont.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Transportation

**Transportation. 1 GENERAL CONDITIONS**

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit

## ADVISORY NOTIFICATION DOCUMENT

### Transportation

#### Transportation. 1                      GENERAL CONDITIONS (cont.)

to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

2. Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

3. 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.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Charissa Leach**  
Assistant TLMA Director

April 19, 2021

Derek Catalano  
4079 Shady ridge Circle  
Corona, CA 92881  
Attn: Derek Catalano

**RE: CONDITIONAL USE PERMIT NO. 190010, SETBACK ADJUSTMENT NO.200014** *(The project is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. The Setback Adjustment is a request to alter the required 40-foot setback, from the rear of the existing commercial building to the adjacent residential property line.*

The proposal is consistent with the intent and purposes of Ordinance No. 348, with the following findings:

- a) There are special circumstances applicable to the property that justify the approval of the adjustment of the setback requirement. The subject site has an existing commercial building, that was previously approved and operating as a commercial use facility; and,
- b) The residential lot in question is currently vacant, and will not be impacted by the proposed setback adjustment; and,
- c) The proposal will not be detrimental to the public health, safety, and welfare of the community, nor will it be detrimental to neighboring properties.

On April 16, 2021, the **Riverside County Planning Director** approved Setback Adjustment No. 200014, based on the findings mentioned above.

This action may be appealed within ten (10) days of the date of the Board of Supervisors action. The appeal must be made in writing and submitted with a fee in accordance with Ordinance No. 671 to the Riverside County Clerk of the Board. An appeal of any condition constitutes an appeal of the action as a whole and requires a new public hearing.

**Final Conditions will be sent following the close of the appeal period, if no appeal is filed.**

Sincerely,

RIVERSIDE COUNTY PLANNING DEPARTMENT  
John Hildebrand, Planning Director



---

Mina Morgan, Contract Planner

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

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





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN                       PUBLIC USE PERMIT                       VARIANCE  
 CONDITIONAL USE PERMIT                       TEMPORARY USE PERMIT
- REVISED PERMIT    Original Case No. \_\_\_\_\_

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Derek Catalano

Contact Person: Derek Catalano                      E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle

Street

Corona                      CA                      92881

City                      State                      ZIP

Daytime Phone No: ( 951 ) 415 0064                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

Engineer/Representative Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_                      E-Mail: \_\_\_\_\_

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

Street

\_\_\_\_\_

City                      State                      ZIP

Daytime Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

Property Owner Name: Derek Catalano

Contact Person: Derek Catalano                      E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle

Street

Corona                      CA                      92881

City                      State                      ZIP

Daytime Phone No: ( 951 ) 415 0064                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

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**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

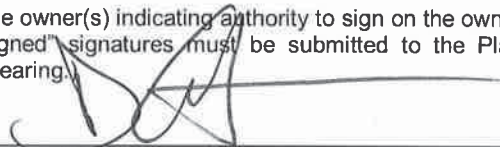
**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

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

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

Derek Catalano

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*



\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*

\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

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

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 277-110-040

Approximate Gross Acreage: \_\_\_\_\_

General location (nearby or cross streets): North of \_\_\_\_\_, South of \_\_\_\_\_, East of \_\_\_\_\_, West of \_\_\_\_\_.

**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

Commercial cannabis retail storefront with delivery

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

Number of existing lots: \_\_\_\_\_

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

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

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

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

**APPLICATION FOR LAND USE AND DEVELOPMENT**

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

---



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

If yes, provide Application No(s). \_\_\_\_\_  
(e.g. Tentative Parcel Map, Zone Change, etc.)

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

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

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

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

Is this an application for a development permit? Yes  No

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

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

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

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

**HAZARDOUS WASTE AND SUBSTANCES STATEMENT**

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

Name of Applicant: Derek Catalano

Address: 4079 Shady Ridge Circle; Corona, CA 92881

Phone number: 951 415 0064

Address of site (street name and number if available, and ZIP Code): 19700 Temescal Canyon Rd.; Corona, CA 92881

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: 277-110-040

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

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

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

Applicant: \_\_\_\_\_ Date \_\_\_\_\_

**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

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

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

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

Owner/Authorized Agent (1) \_\_\_\_\_ Date \_\_\_\_\_

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

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

---

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

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR DEVELOPMENT AGREEMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Derek Catalano

Contact Person: Derek Catalano E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle  
Corona CA 92881  
City State ZIP

Daytime Phone No: ( 951 ) 415 0064 Fax No: (      )     

Engineer/Representative Name:     

Contact Person:      E-Mail:     

Mailing Address:       
    Street  
    City State ZIP

Daytime Phone No: (      )      Fax No: (      )     

Property Owner Name: Derek Catalano

Contact Person: Derek Catalano E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle  
Corona CA 92881  
City State ZIP

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**APPLICATION FOR DEVELOPMENT AGREEMENT**

**DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:**

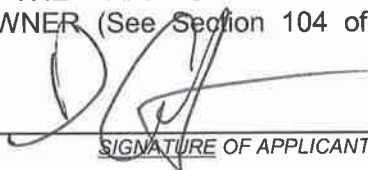
To open a commercial cannabis retail storefront with delivery

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

**\*NOTE:** ATTACH DOCUMENTATION VERIFYING THE APPLICANT'S INTEREST AND AUTHORIZATION TO APPLY ON BEHALF OF THE OWNER (See Section 104 of Exhibit "A" of Resolution No. 2012-047).

Derek Catalano

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

**DESCRIBE OWNER'S INTEREST IN THE PROPERTY:**

To open a commercial cannabis retail storefront with delivery

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

Derek Catalano

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 277-110-040

Approximate Gross Acreage: \_\_\_\_\_

General location (nearby or cross streets): North of \_\_\_\_\_, South of \_\_\_\_\_, East of \_\_\_\_\_, West of \_\_\_\_\_.

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

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1070 DA Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E,  
Assistant TLMA Director

## INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

Property Owner(s) Signature(s) and Date

Derek Catalano

Printed Name of Owner

*If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets of this page, if necessary.*

*If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:*

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

Riverside Office · 4080 Lemon Street, 12th Floor  
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(951) 955-3200 · Fax (951) 955-1811

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Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

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## **INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS**

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

*If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.*

*In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.*

*If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.*

# Riverside County GIS Mailing Labels

CUP190010 ( 600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0

376

752 Feet

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

REPORT PRINTED ON... 10/23/2020 10:26:19 AM

© Riverside County RCIT

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on October 23, 2020,

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

APN (s) or case numbers 166-661-011 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1000'

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

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

TITLE: GIS Analyst

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

Riverside, Ca. 92502

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

277110004  
ROGELIO WENCES  
6724 MORRILL AVE  
WHITTIER CA 90606

277110021  
FORREST LYNN JENSEN  
7486 SMERBER RD  
CORONA CA 92881

277110034  
FRANK J. BARTOLINI  
19660 ARCADIA ST  
CORONA CA 92881

277110050  
DENNIS WOODLAND  
19760 TEMESCAL CANYON RD  
CORONA CA 92881

277110054  
MARILYN A. MATHENY  
19731 JOLORA AVE  
CORONA CA 92881

277110064  
ALIX D. SINGH  
19600 ARCADIA ST  
CORONA CA 92881

277110001  
LAWRENCE HAYDEN  
7891 MINNESOTA RD  
CORONA CA 92881

277110022  
MARK F. SAUER  
19720 TEMESCAL CANYON RD  
CORONA CA 92881

277110036  
MICHAEL V. CRUZ  
19650 ARCADIA ST  
CORONA CA 92881

277110053  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881

277151001  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277151012  
J & D REAL ESTATE HOLDINGS  
1164 KINDRICK CT  
CORONA CA 92883

277151014  
KRISTIAN GARCIA  
7834 MARILYN DR  
CORONA CA 92881

277152007  
CYNTHIA M. RODARTE  
7901 MARILYN DR  
CORONA CA 92881

277122008  
DEREK CATALANO  
4079 SHADY RIDGE CIR  
CORONA CA 92881

277152003  
DEJON L. ANDERSON  
7831 MARILYN DR  
CORONA CA 92881

277163003  
JACOBO RAMIREZ  
19790 GRANT ST  
CORONA CA 92881

277110015  
DEREK FRANK CATALANO  
4079 SHADY RIDGE CIR  
CORONA CA 92881

277151013  
THOMAS E. MOORE  
7840 MARILYN DR  
CORONA CA 92881

277152002  
JEFFREY WAGONER  
7801 MARILYN DR  
CORONA CA 92881

279031006  
EULALIA VALENZUELA  
19601 FRANCISCA AVE  
CORONA CA 92881

279041011  
JOHN S. GUTIERREZ  
19711 FRANCISCA AVE  
CORONA CA 92881

279042005  
WILLIAM G. ALVES  
7550 CANDLE LIGHT DR  
RIVERSIDE CA 92509

279031005  
DAVID M. WADSWORTH  
9597 FRANCISCA AVE  
CORONA CA 92881

277122002  
RAUL MONTES  
7855 MINNESOTA RD  
CORONA CA 92881

277122003  
FABIAN R. ROJAS  
7847 MINNESOTA RD  
CORONA CA 92881

277122013  
HONEST HOLDINGS  
419 LAKE ST # 135  
HUNTINGTN BCH CA 92648

277151010  
JOSEPH H. HERNANDEZ  
16143 GREENS CT  
CHINO HILLS CA 90255

277151011  
BRIAN K. STUART  
P O BOX 2556  
CORONA CA 92878

277151015  
BETSABE VELA GARCIA  
7296 MARILYN DR  
CORONA CA 92881

277152008  
JAMES R. HILDEBRAND  
1590 HEARTLAND WAY  
CORONA CA 92881

277152009  
BRADFORD JAMES RICHARDSON  
19819 GRANT ST  
CORONA CA 92881

279041001  
FLORES MARY HELEN REVOCABLE TRUST  
8045 SANTA RITA ST  
CORONA CA 92881

279041013  
MARTIN DEANDA  
1840 BEL AIR  
CORONA CA 92881

279042006  
ANTHONY DEBIASE  
8040 SANTA RITA ST  
CORONA CA 92881

279042001  
CARLOS FLORES RODRIGUEZ  
4255 FLOYD DR  
CORONA CA 92883

279042004  
BRENT M. CHAPPELLE  
8030 SANTA RITA ST  
CORONA CA 92881

279031009  
RUBEN DELATORRE  
8008 SANTA RITA ST  
CORONA CA 92881

279041006  
MICHAEL ANTHONY MCMASTER  
16550 TIGER LILLY WAY  
RIVERSIDE CA 92503

277110007  
ERIC DORN  
PO BOX 1286  
PARAMOUNT CA 90723

277110010  
DEMIRAL EMMA SOLIMAN  
2900 GARRETSON AVE  
CORONA CA 92881

277110025  
VALENTIN ZAPATA  
19741 ARCADIA ST  
CORONA CA 92881

277110039  
SHAWN E. BRAWNER  
43189 BUSINESS PARK DR  
TEMECULA CA 92590

277110059  
ROBERT LYLE WHITACRE  
981 KIRKWOOD LN  
LA HABRA CA 90631

277151004  
RANDALL PHILLIP  
2248 BURNING TREE DR  
CORONA CA 92882

277151016  
STEVEN STRUTHERS  
7300 MARILYN DR  
CORONA CA 92881

277110002  
CONCHITA R. VICKERS  
8061 SANTA ANITA ST  
CORONA CA 92881

277110006  
JUAN C. PAN  
19837 ARCADIA ST  
CORONA CA 92881

277110062  
ROBERT L. FREEMAN  
108 MORNING SIDE DR  
MANHATTAN BEACH CA 90226

277110066  
GABRIEL FLORES  
19730 KATY WAY  
CORONA CA 92881

277151003  
EDWARD SHAPIRO  
570 CHARRO WAY  
NIPOMO CA 93444

277152005  
TIM R. WALDREP  
7873 MARILYN DR  
CORONA CA 92881

277152006  
ALEJANDRA OCHOA  
7885 MARILYN DR  
CORONA CA 92881

277162002  
KELLER ORGANIZATION INC  
5341 SIERRA VISTA AVE  
RIVERSIDE CA 92505

277162004  
MIGUEL BAUTISTA  
19801 GRANT ST  
CORONA CA 92881

279041007  
ANGIE SOLIS  
8035 SANTA RITA ST  
CORONA CA 92881



277110005  
ANGEL SALGADO  
19587 ARCADIA ST  
CORONA CA 92881

277110044  
MARGUERITE R. HUME  
210 WARBLOOD WAY  
NORCO CA 92860

277110065  
ESTRELLA VARELA  
19596 ARCADIA ST  
CORONA CA 92881

277122010  
F A B HOLDINGS  
29361 ST ANDREW  
LAKE ELSINORE CA 92530

277122011  
TEM CAN PARTNERS INC  
2933 PICASSO DR  
BONITA CA 91982

277110012  
JOHNNIE HARMISON  
19654 TEMESCAL CANYON RD  
CORONA CA 92881

279042002  
DAVE RUTKOSKI  
8004 SANTA RITA ST  
CORONA CA 92881

279031010  
ADRIAN E. MARTINEZ  
19613 FRANCISCA AVE  
CORONA CA 92881

279042003  
GARY M. WOLFF  
8010 SANTA RITA ST  
CORONA CA 92881

277110020  
MARK F. SAUER  
19720 TEMESCAL CYN  
CORONA CA 92881

277122009  
ELIZABETH WOHL  
6 WOLFE CANYON RD  
KENTFIELD CA 94904

277151009  
ROSIE MARTINEZ  
1080 1ST ST  
NORCO CA 92860

277151020  
ANDREW W. ELLIS  
7828 MARILYN DR  
CORONA CA 92881

277152001  
DAVID EDWARD BOURNE  
7793 MARILYN DR  
CORONA CA 92881

277163001  
RODERICK C. BENFORD  
19789 EVELYN ST  
CORONA CA 92881

277163002  
JOSEPH S. LOWERY  
19790 GRANT ST  
CORONA CA 92881

277122005  
ALLAN M. BERLAND  
6 WOLFE CANYON RD  
KENTFIELD CA 94904

277151005  
JAMES MARTINEZ  
1080 1ST ST  
NORCO CA 92860

277152004  
RYAN DOUGLAS WILLIAMSON  
7861 MARILYN DR  
CORONA CA 92881



## PLEASE JOIN US AT OUR VIRTUAL COMMUNITY MEETING

WHAT	Let's Talk Cannabis, Retail and Your Community for a proposed Retail Store Front at 19700 Temescal Canyon Road, Corona, CA 92881
WHEN	Thursday, June 3rd, 2021
TIME	6:00 pm to 7:00 pm
WHERE	ZOOM link: <a href="https://bit.ly/3v4Anl4">https://bit.ly/3v4Anl4</a>

Dear neighbor,

We wanted to take a moment to say hello. We are Shryne Group, a California-based cannabis holding company and we'd like to invite you to a ZOOM Virtual Community Meeting where local residents and business owners may learn more about our company and our track record, and ask any questions you might have.

Building a strong relationship with the local community is one of our top priorities. That's why we want to address any concerns or questions you may have regarding our industry. At this virtual meeting, you will have the opportunity to meet our management and start a dialogue that we hope will continue for years.

Shryne Group operates licensed cannabis facilities up and down the Golden State. We currently have open dispensaries in San Francisco's Mission District, downtown Los Angeles, Moreno Valley, Jurupa Valley and San Bernardino. Our dispensaries are fully compliant, transparent and staffed by highly trained and knowledgeable professionals. We have a strong commitment to creating value for our customers and communities, and this is only the start of our sharing that commitment with the County of Riverside and its residents.

For questions or comments, please contact Amy Gammon at [amy.gammon@shrynegroup.com](mailto:amy.gammon@shrynegroup.com).

We look forward to engaging with you.

Sincerely,

Shryne Group Management

**ZOOM information:** To participate in this virtual community meeting, please register for the ZOOM webinar at <https://bit.ly/3v4Anl4>. If you would like to ask a question during the Community Meeting, there will be a procedure to submit a question in writing, via telephone or via video.

# CUP - CANNABIS RETAIL W/ DELIVERY 19700 TEMESCAL CANYON RD. APN 2771110040

LEGAL DESCRIPTION: .26 ACRES M/L IN LOTS 8 & 9 MB 01.5/092 BLUEDIAMOND ADD

## SCOPE OF WORK:

**CONDITIONAL USE PERMIT FOR  
CANNABIS FACILITY :RETAIL W/ DELIVERY**  
- NO CHANGE ON (E) BUILDINGS  
- NO GRADING PROPOSED

### APPLICABLE CODES:

- 1. 2016 IRC
- 2. 2016 CBC
- 3. 2016 CFC
- 4. 2016 NBC
- 5. 2016 CALIFORNIA FIRE CODE (CFC).

### BUILDING INFO:

(E) SPACE:	YES
TOTAL LOT SIZE:	0.26 AC
(N) STRUCTURE:	NO
(E) STRUCTURE:	1,625 SF
OCCUPANCY & CONSTRUCTION TYPE:	
CONST. TYPE:	TYPE IV
FIRE PROTECTION:	NO SPRINKLERED
OCCUPANCY:	C
NUMBER OF STORIES:	1
MAXIMUM HEIGHT:	15'-0"

### SHEET INDEX

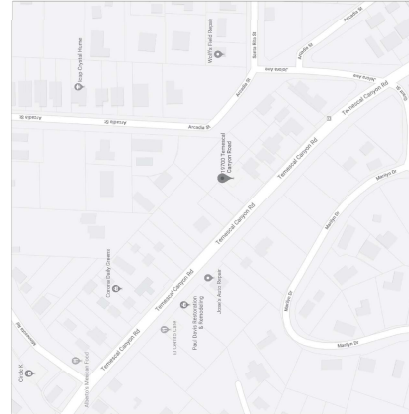
- G1 - COVER SHEET
- S1 - SITE PLAN
- S2 - SITE PHOTO INDEX
- S3 - SITE PHOTO INDEX
- S4 - LANDSCAPE AND SITE LIGHTING PLANS
- A1 - EXTERIOR ELEVATIONS
- A2 - FLOOR PLAN
- A4 - INTERIOR RENDERINGS
- A5 - EXTERIOR RENDERINGS
- A6 - EXTERIOR RENDERINGS - EVENING
- A7 - RENDERED SITE PLAN
- L1 - LIGHTING SPECS
- L2 - LIGHTING SPECS
- L3 - LIGHTING SPECS
- L4 - LIGHTING SPECS
- L5 - LIGHTING SPECS
- SNI - SIGN PROGRAM

### PARKING

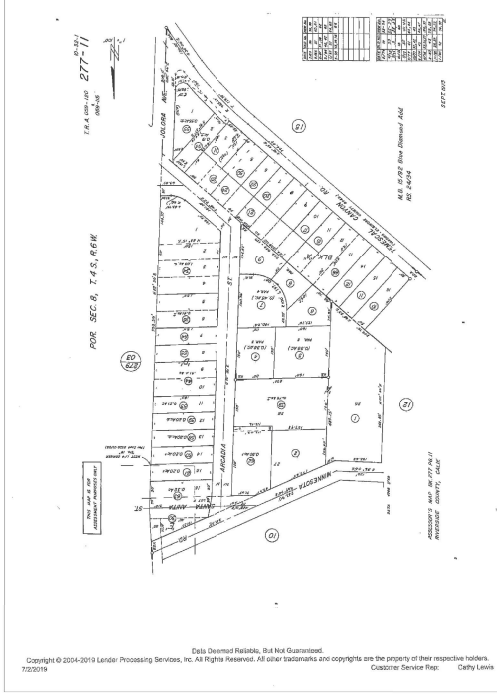
- 8 PARKING SPACES PROVIDED MAIN LOT
- 22 SPACES PROVIDED CONNECTED LOTS (10 & 11)
- 30 SPACES PROVIDED TOTAL

### HOURS OF OPERATION

8 AM - 10 PM



VICINITY MAP: NTS.



PARCEL MAP: NTS.

### APPLICANT:

Derek F. Catalano  
4079 Shady Ridge Circle  
San Diego, CA 92121  
951-415-0064  
denc646@aol.com

### DESIGN:

SHREINOCK ARCHITECTS  
10000 Shady Ridge Circle  
7775 Wilbur Pkwy.  
STE 250  
New Albany, OH 43054  
(614) 891-1100  
jannison@shreinock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

### PROJECT TITLE:

CUP

### COVER SHEET

06.03.21

G1



**APPLICANT:**

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4079 Shady Ridge Circle  
St. Louis, MO 63111  
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derekcf46@aol.com

**DESIGN:**

SHREINISOCK ARCHITECTS  
7779 Vahlen Pkwy.  
Suite 230  
New Albany, OH 43054  
New Albany, OH 43054  
jannison@shreinisock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

**SITE PLAN**

06.03.21

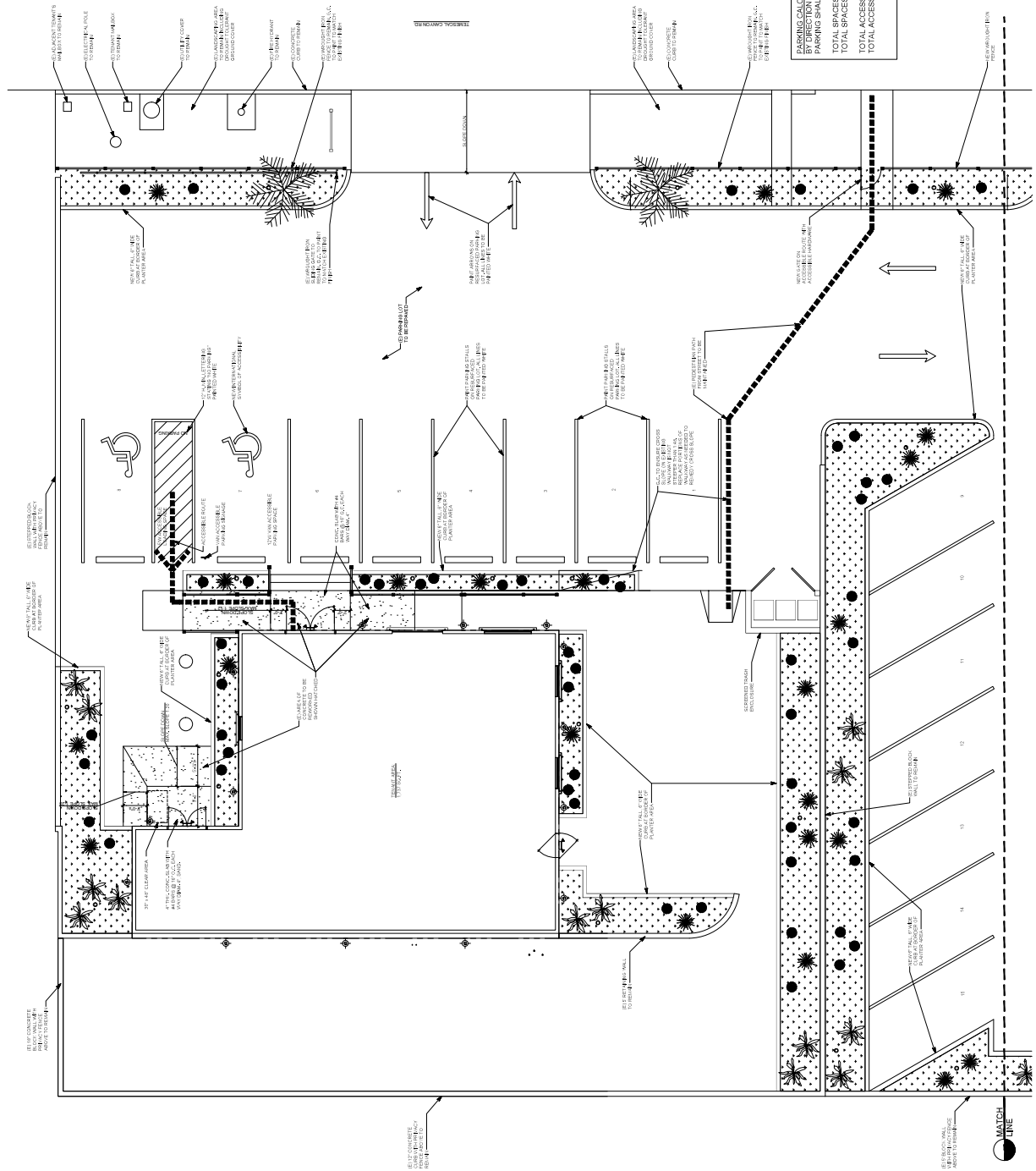
S1

**TENANT IMPROVEMENTS**

- REPAVE PARKING LOT ASPHALT
- PAINT PARKING STALLS ON RESURFACED PARKING LOT
- REPAINT FACADE OF THE BUILDING
- NEW LIGHTING (SEE LIGHTING SHEET)
- NEW SIGNAGE (SEE SIGNAGE SHEET)
- NEW WROUGHT IRON FENCE AND GATE TO MATCH EXISTING
- NEW DRIP IRRIGATION SYSTEM FOR DROUGHT TOLERANT LANDSCAPING

**RETAIL AREA**

768 SF



**PARKING CALCULATIONS:**  
BY DIRECTION OF RIVERSIDE ZONING CODE, TABLE 19-500.000, OFF-STREET PARKING SHALL MEET OR EXCEED 1 SPACE PER 250SF.  
TOTAL SPACES REQUIRED: 1,373SF / 250 SF/SPACE = 6.56 (7)  
TOTAL SPACES PROVIDED: 30 (APPROX. 1 PER 98SF)  
TOTAL ACCESSIBLE SPACE REQUIRED: 1 PER 25 = 2  
TOTAL ACCESSIBLE SPACES PROVIDED: 7 ACCESSIBLE PARKING SPACE  
1 VAN ACCESSIBLE SPACE



**MATCH LINE**

**APPLICANT:**

Derek F. Catalano  
 4079 Shady Ridge Circle  
 Cincinnati, OH 45241  
 951-415-0064  
 derekcf@afad.com

**DESIGN:**

**SHREMSHOCK ARCHITECTS**  
 1779 Walnut Pkwy.  
 STE 200  
 New Albany, OH 43054  
 New Albany, OH  
 jannice@shremshock.com

**PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

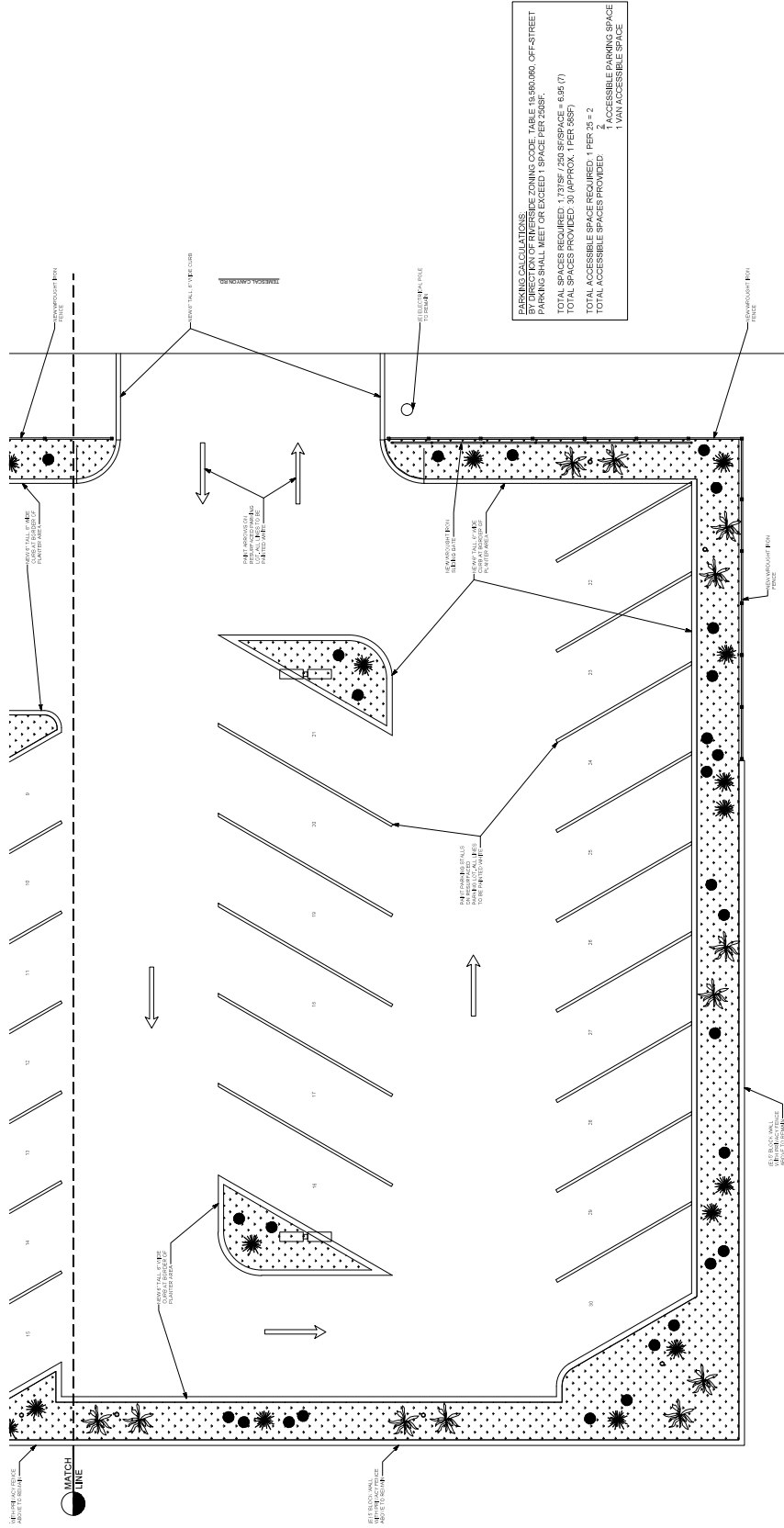
**PROJECT TITLE:**

CUP

**SITE PLAN**

06.03.21

**S2**



**APPLICANT:**

Derek F. Catalano  
4078 Shady Ridge Circle  
Cincinnati, OH 45241  
951-415-0064  
derekcf46@aol.com

**DESIGN:**

SHREMSHOCK ARCHITECTS  
11775 W. Chester Rd.  
7775 Walnut Pkwy.  
SITE 230  
New Albany, OH 43054  
New Albany, OH  
jannet@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

SITE PHOTO  
INDEX

06.03.21

S3

PIC # 1



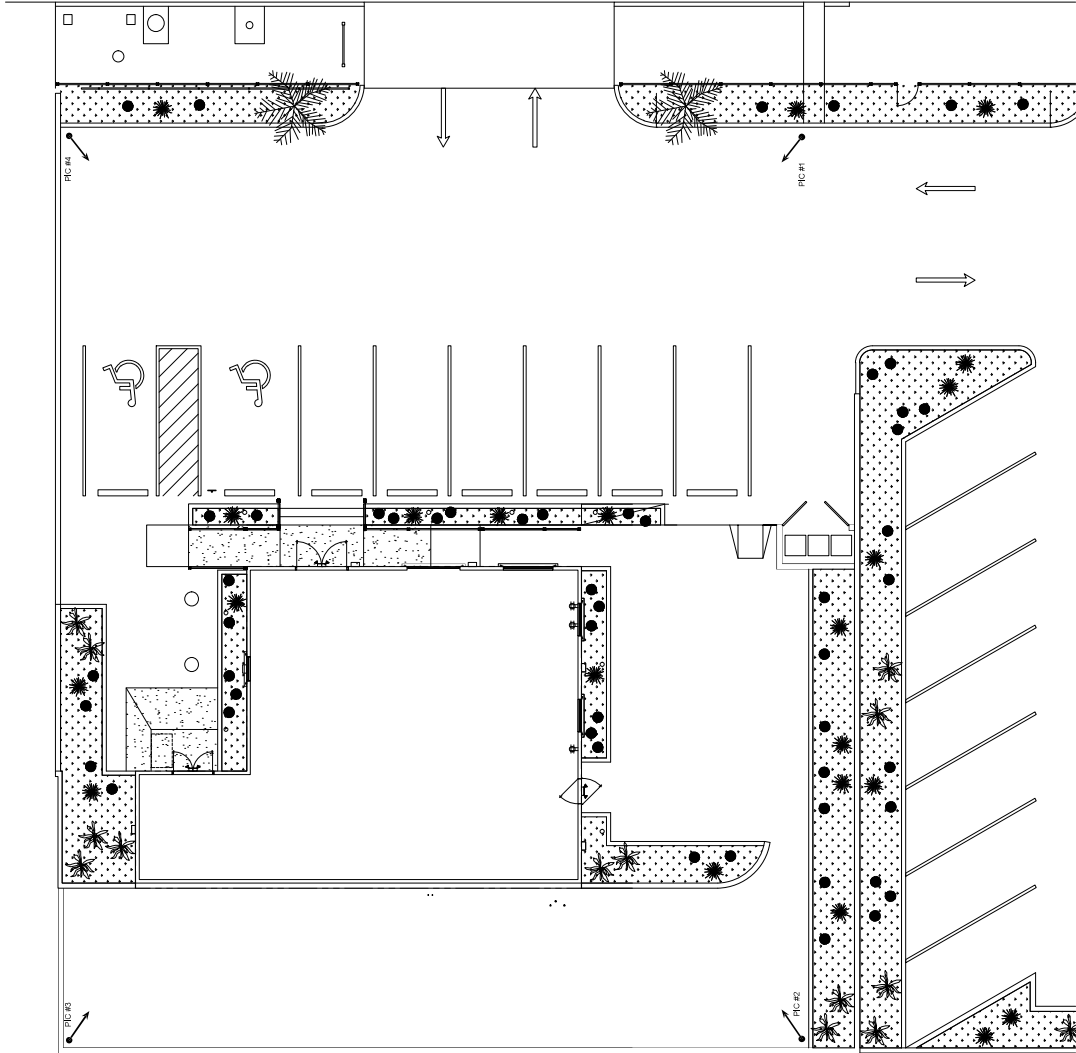
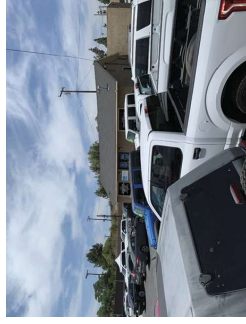
PIC # 2



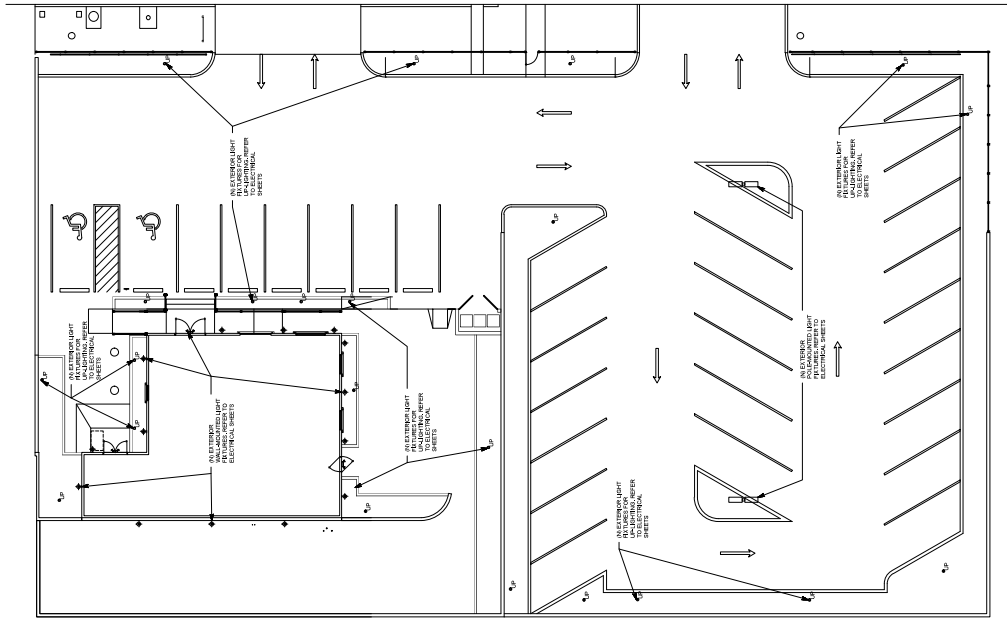
PIC # 3



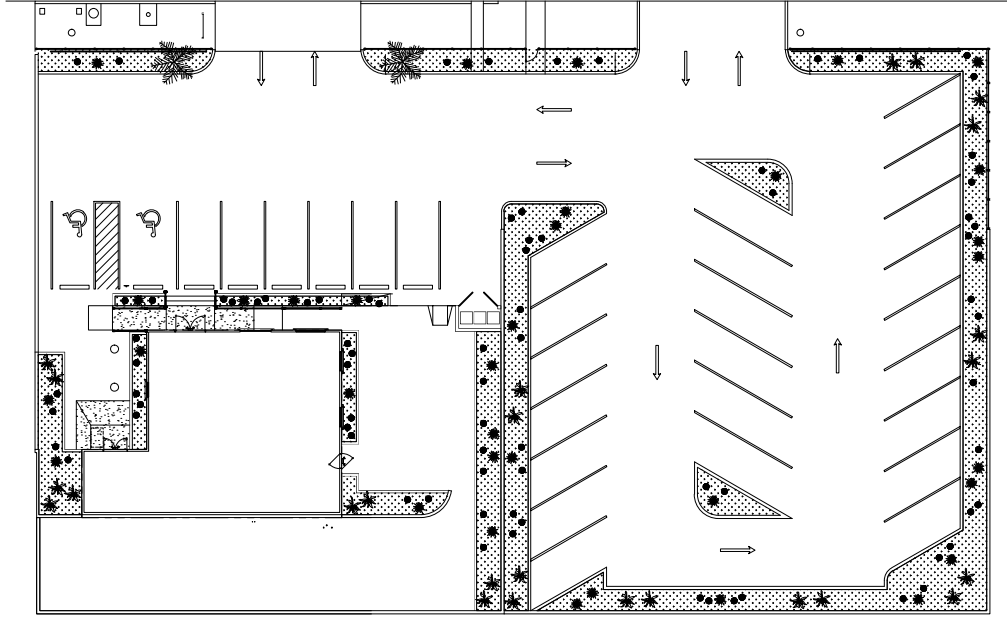
PIC # 4



**EXTERIOR LIGHTING:**  
 ALL TYPES AND KINDS OF FIXTURES MOUNTED TO THE EXTERIOR OF THE BUILDING, LED FIXTURES WITHIN LANDSCAPE ZONES TO PROVIDE UP-LIGHTING AND THE POLE-MOUNTED LED FIXTURES LOCATED IN THE ADJACENT PARKING LOT.



**LANDSCAPING:**  
 PALS  
 PALM TREE-EXISTING  
 PLANT TYPE #1  
 PLANT TYPE #2  
 PLANT TYPE #3  
 LANDSCAPE ZONE



**APPLICANT:**

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 951-415-0064  
 derekf46@aol.com

**DESIGN:**

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 New Albany, OH 43054  
 614-891-0000  
 jannet@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

LANDSCAPE AND LIGHTING PLANS

06.03.21

S4





**APPLICANT:**

Derek F. Catalano  
4078 Shady Ridge Circle  
Cincinnati, OH 45241  
951-415-0064  
derekcf46@aol.com

**DESIGN:**

SHREMSHOCK ARCHITECTS  
14000 Winton Pkwy  
7775 Winton Pkwy  
STE 230  
New Albany, OH 43054  
New Albany, OH  
james@shremshock.com  
james@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

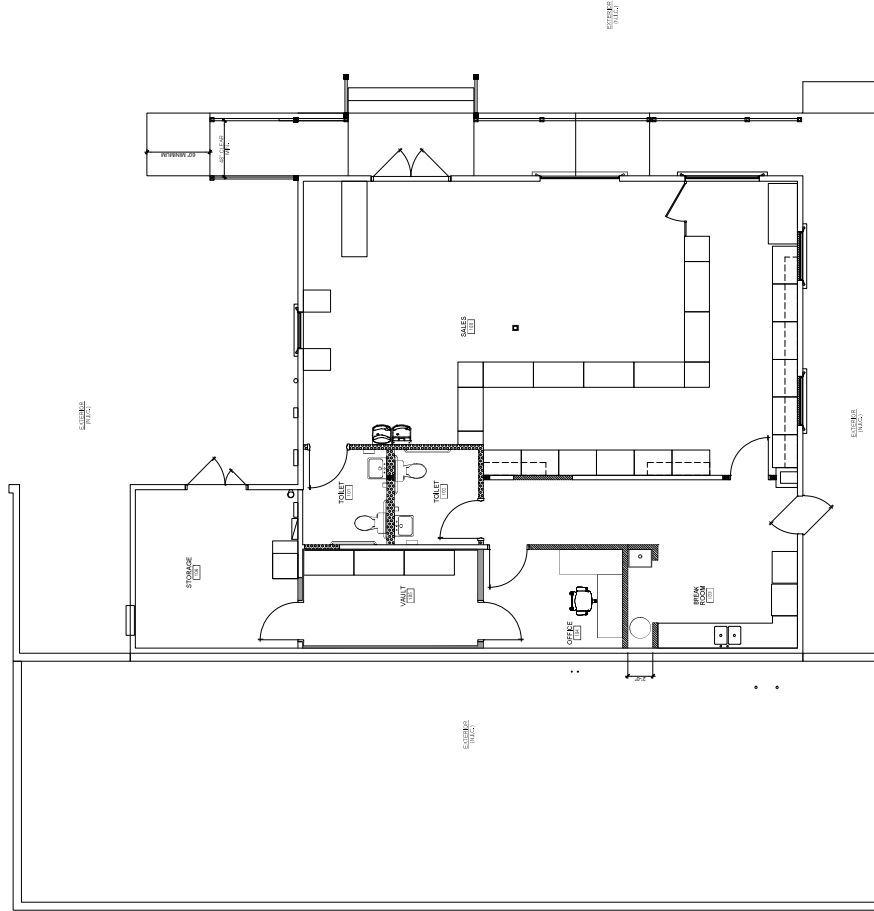
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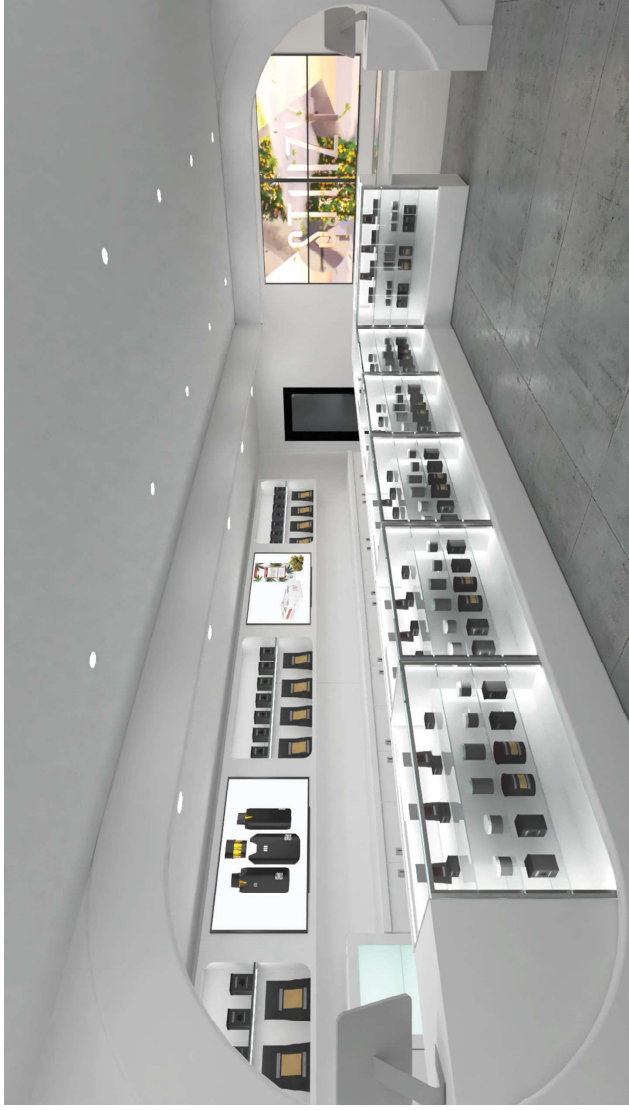
CUP

FLOOR PLAN

06.03.21

A2





INTERIOR RENDERINGS

**APPLICANT:**

Derek F. Catalano  
4078 Shady Ridge Circle  
Cincinnati, OH 45241  
951-415-0064  
derekcf46@aol.com

**DESIGN:**

SHREWSBURY ARCHITECTS  
1775 Walnut Pkwy  
7775 Walnut Pkwy  
STE 250  
New Albany, OH 43054  
New Albany, OH 43054  
jameson@shrewsbury.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

INTERIOR  
RENDERINGS

06.03.21

A4



EXTERIOR RENDERINGS

**APPLICANT:**

Derek F. Catalano  
4078 Shady Ridge Circle  
Spring Hill, FL 34601  
951-415-0064  
derekcf46@aol.com

**DESIGN:**

SHREMSHOCK ARCHITECTS  
10000 W. Highway 19  
7775 Wilbur Pkwy.  
Suite 250  
New Albany, OH 43054  
New Albany, OH  
jameson@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

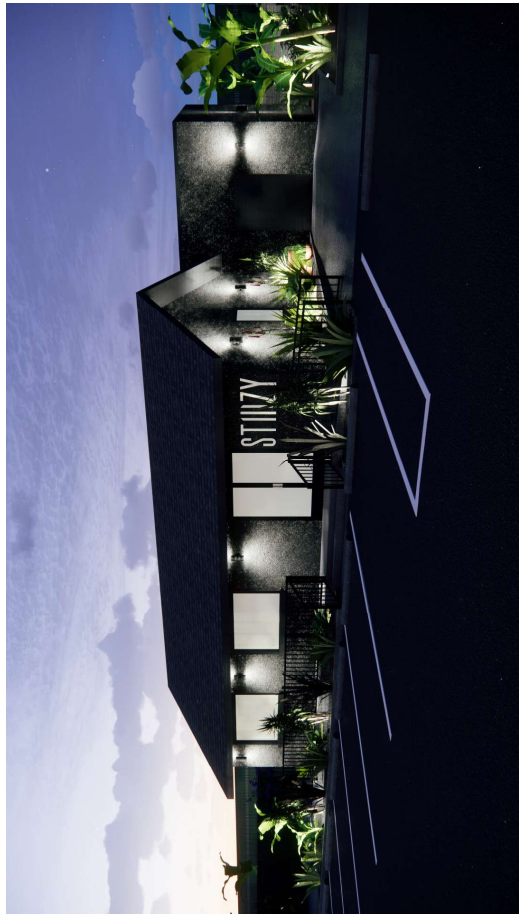
**PROJECT TITLE:**

CUP

EXTERIOR  
RENDERINGS

06.03.21

A5



EXTERIOR RENDERINGS - EVENING

**APPLICANT:**  
 Derek F. Catalano  
 4078 Shady Ridge Circle  
 Jacksonville, FL 32217  
 951-415-0064  
 derekf46@aol.com

**DESIGN:**  
 SHREMSHOCK ARCHITECTS  
 10000 W. University Blvd.  
 7775 Wilbur Pkwy.  
 STE 250  
 New Albany, OH 43054  
 New Albany, OH  
 jhammer@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:  
 CUP

EXTERIOR  
 RENDERINGS  
 06.03.21

A6



**APPLICANT:**

Derek F. Catalano  
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Cincinnati, OH 45241  
951-415-0064  
derekcf46@aol.com

**DESIGN:**

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11111 Valley View Blvd.  
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STE 250  
New Albany, OH 43054  
New Albany, OH  
james@shremshock.com  
james@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:

CUP

SITE  
RENDERINGS

06.03.21

A7



CLAUDE  
 COMPANY

NOTES

TYPE



LOWELL | 2



Specifications
Height: 15" (381 mm) w/C1 19" (483 mm) w/C2 26-5/8" (676 mm) w/C3
Width: 6-7/16" 164 mm
Weight: 10 lbs

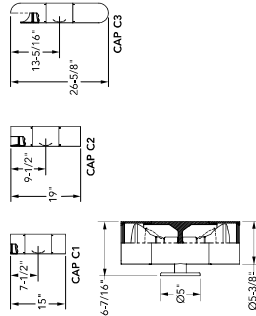
## LOWELL LED

### HIGHLIGHTS

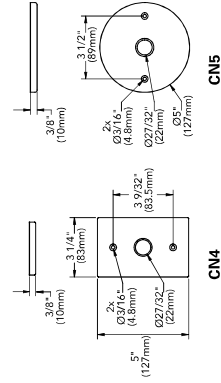
- Indirect and direct lighting
- Suitable for wet locations
- Integral 120V-277V driver
- Dimmable with low voltage magnetic dimmer
- Heat strengthened borosilicate glass lens
- Powder coated with a super durable TGIC powder coat finish



### DIMENSIONS



### MOUNTING



### ORDERING INFORMATION

EXAMPLE: LOWELL 2/9LED38 277 NSP CN4 IHL C1 NBS

Series*	Source*	Color Temperature*	Voltage*	Distribution*	Mounting Accessories*	Options*	Internal Finish
LOWELL	2/9LED38	30K 40K 50K	120 277	NSP Narrow Spot NFL Narrow Flood FL Flood	CM4 Rectangular canopy CNS Round 5" canopy	IHL Hexagonal Lens L1 Prismatic Lens L2 Linear Spread Lens L3 Softening Lens	FA Amber FG Green FGD Green Dichroic FLB Light Blue FM Mercury Vapor FMB Medium Blue FR Medium Blue Dichroic FRD Red FRD Red Dichroic
External Caps*	Finish*						
C1 Short Flush C2 Standard Lens C3 45° Angle Cut	All Unusual Black Textured BS Black Smooth BSF Bronze Textured DBL Black Smooth DOB Designer Bronze	CM4 Natural Aluminum NBS Natural Aluminum Smooth VET Vertic Textured WH White CF Custom Finish WHS White Smooth					

Notes:  
 1. All internal finishes can be specified.  
 2. NSS part uses specialty pigments to give a natural appearance that may vary by fixture.

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

APPLICANT:  
 Derek F. Catalano  
 4079 Stacy Ridge Circle  
 San Jose, CA 95128  
 951-415-0064  
 derekf46@aol.com

DESIGN:  
 SHREINSHOCK ARCHITECTS  
 10000 N. 1st Ave.  
 7775 Villion Pkwy.  
 STE 250  
 New Albany, OH 43054  
 New Albany, OH  
 jannison@shreinshock.com

PROJECT TITLE:  
 CUP

LIGHTING SPECS

06.03.21

L1

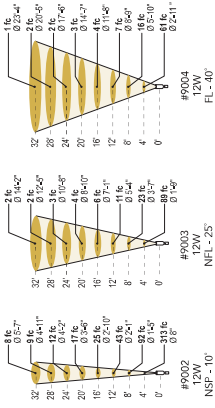


LOWELL | 3

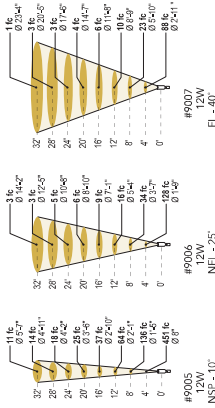
**PHOTOMETRIC DIAGRAMS**

Be careful! plots for LOWELL LED. To see complete photometric reports or download .asc files for this product, visit [www.hydril.com](http://www.hydril.com)

**PHOTOMETRY • LED-38 WARM WHITE 3000K**



**PHOTOMETRY • LED-38 COOL WHITE 5000K**



LED unit independently tested at 60°C ambient temperature in accordance with IESNA LM-79-08 standard.

\*All information is subject to change without prior notice. All diameter dimensions are nominal.

**SPECIFICATIONS AND FEATURES**

**CONSTRUCTION:** Body and caps cast from 356- T6 ALUMINUM, stem and mount plate are cast from 6061-T6 ALUMINUM. All surfaces are powder coated with a standard powder coat only. Two medium base alloy paddle rated porcelain sockets rated 660V/500W, with 18 ga. 20°C, 0.00V leads.

**LIGHT SOURCE:** Hybrid proprietary replaceable LED unit using three (3) High Output LEDs and an integral low voltage (11.1V) AC/DC LED driver and a half replaceable optic. All within 3" diameter.

**VOLTAGE:** 120 or 277

**DISTRIBUTION:** Available in three (3) beam spreads: Narrow Spot, Narrow Flood, and Flood.

**REPLACEMENT:** The replaceable LED unit is designed for easy removal and replacement. The replaceable LED unit is designed for easy removal and replacement. The replaceable LED unit is designed for easy removal and replacement.

**POWER SUPPLY:** Integral AC LED drivers included.

**MOUNTING:** CMA for mounting to a rectangular J-box. CMA for mounting to a 5" Round or octagonal J-box.

**FINISHES:** Available in standard (GC) polyester powder coat finishes. Custom powder coat finishes available. For more information, contact factory for more information. \*Remote ballast box in standard gray powder coat only.

**LISTING:** eTLus, suitable for wet locations. Laboratory tests conducted by ETL to UL Standard UL-598 and UL-8750.

**BUY AMERICAN:** This product is assembled in the USA and meets the Buy American government procurement requirements under FAK, DPAS and DOT. Please refer to [www.buyusa.gov](http://www.buyusa.gov) for additional information.

**WARRANTY:** See [www.hydril.com/customer-service/warranty](http://www.hydril.com/customer-service/warranty) for details. Consult factory for details.

**NOTE:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:  
CUP

LIGHTING SPECS

06.03.21

L2

**APPLICANT:**  
Derek F. Catalano  
4079 Shady Ridge Circle  
Cincinnati, OH 45241  
951-415-0064  
derekcfh@aol.com

**DESIGN:**  
SHREMSHOCK ARCHITECTS  
17775 Valley Pkwy.  
Suite 230  
New Albany, OH 43054  
New Albany, OH  
jannet@shremshock.com



# ENERGYLITE PROJECT TYPE

## GridLite LED SITE LIGHT FIXTURE



- 120 - 277 V Standard; 347 - 480 V option available
- 10 year warranty
- Chip-scale package LEDs
- 0 - 10 V dimming standard; DALI dimming option available
- CFR641 compliant rotating photocell receptacle
- Corrosion resistant powder-coated finish to minimum 3.0 mil thickness
- Die cast aluminum housing designed for optimal thermal performance
- Marine grade finish option available
- Motion sensor option available - bi-level setting standard with low point of 50% and a 15 minute delay
- IDA Dark Sky listed S3000K - Site Arm and Horizontal Tenon only
- IP66 rated optical and electrical chambers
- 15G Bridge Vibration Rated (ANSI CT86.31-2018)
- Surge Protection (ANSI CT86.2-2015)
- 10kV SKA Standard; 20kV 10kA optional\*
- Suitable for wet locations
- Rated for operation -40°C to 40°C. For 50°C, consult factory
- Adjustable for 1" to 2 1/2" O.D. tenon
- Universal mounting available with the extended site arm

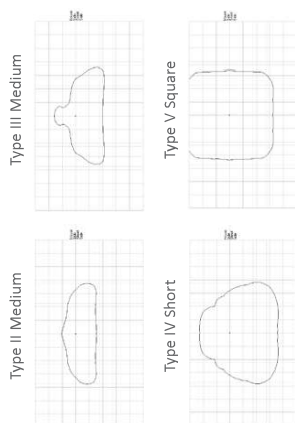


### Projections

**TW-21 Lumen Maintenance Projection** is calculated by using the LED manufacturer's lumen depreciation data in conjunction with third party verified in-situ LED drive current and LED temperature data. The test data is at a maximum drive current of 1050 mA and an ambient temperature of 25°C. Projected data is limited to 6 times the actual tested hours by the LED manufacturer.

Calculated	Projected
L <sub>70</sub>   150,000 hours	L <sub>70</sub>   340,000 hours
L <sub>50</sub>   100,000 hours	L <sub>50</sub>   240,000 hours
L <sub>30</sub>   74,000 hours	L <sub>30</sub>   140,000 hours

### Distribution Types



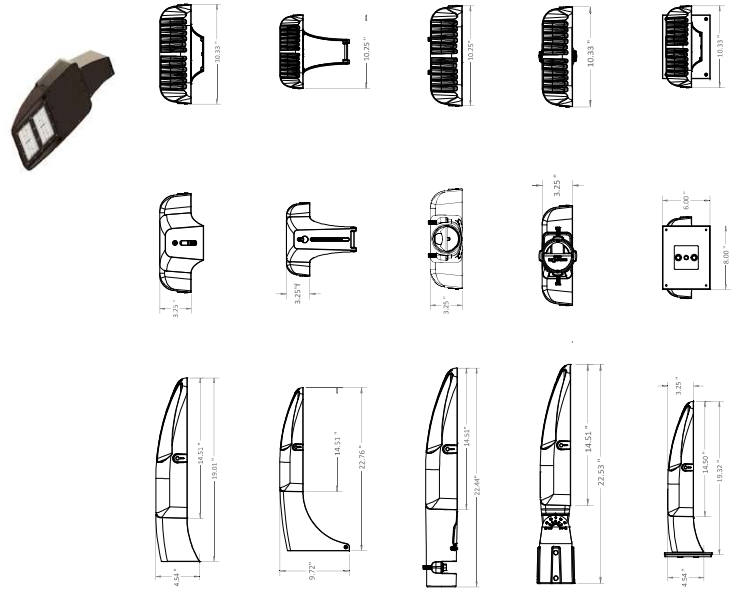
**SOLAIS** Manufacturer of Choice

Solaix + EnergyLite | 8655 Corporate Drive, Suite 100 | Frisco, TX 75033 | 469.294.1316  
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Client: Essence	Fixture Manufacturer: Solaix	Light Manufacturer: n/a	Type
	Cat#: GL2	Cat#: n/a	

# ENERGYLITE PROJECT TYPE

## GL2 GridLite LED SITE LIGHT FIXTURE



ERA  
0.38 in. H.

Site Arm:  
13.1 lbs.

Extended Site Arm:  
13.5 lbs.

Horizontal Tenon:  
12.2 lbs.

Knuckle:  
12.6 lbs.

Wall Mount Accessory:  
14.6 lbs.

**SOLAIS** Manufacturer of Choice

Solaix + EnergyLite | 8655 Corporate Drive, Suite 100 | Frisco, TX 75033 | 469.294.1316  
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Client: Essence	Fixture Manufacturer: Solaix	Light Manufacturer: n/a	Type
	Cat#: GL2	Cat#: n/a	

**APPLICANT:**  
Derek F. Catalano  
4079 Shady Ridge Circle  
Springdale, AR 72761  
951-415-0064  
dencf4@ad.com

**DESIGN:**  
SHEMISHOCK ARCHITECTS  
10000 N. 10th St.  
7779 Walnut Pkwy.  
Suite 230  
New Albany, OH 43054  
New Albany, OH 43054  
jannison@shemishock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**  
CUP

**LIGHTING SPECS**  
06.03.21

L3

# GL2 GridLite LED SITE LIGHT FIXTURE

# ENERGYLITE PROJECT TYPE

**APPLICANT:**  
Derek F. Catalano  
4079 Shady Ridge Circle  
Cincinnati, OH 45241  
951-415-0064  
denc646@aol.com

**DESIGN:**  
SHEMISHOCK ARCHITECTS  
1855 Corporate Drive, Suite 100  
7775 Vinton Pkwy.  
STE 250  
New Albany, OH 43054  
New Albany, OH  
jannison@shemishock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:  
CUP

LIGHTING SPECS

06.03.21

L4

Package	Drive Current (mA)	Color Temperature (CCT)	Input Power (Watts)	TYPE I MEDIUM AT70 CRI			TYPE II MEDIUM AT70 CRI			TYPE III MEDIUM AT70 CRI			TYPE IV SHORT AT70 CRI			TYPE V SQUARE AT70 CRI		
				Luminous Flux Output (Nominal Lumens)	Efficacy per Watt	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy per Watt	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy per Watt	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy per Watt	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy per Watt	BUG Rating
9	309mA	4000K / 5000K	73	9,417	129		8,906	122		9,173	128		9,173	128		9,173	128	
10	479mA	3000K	85	10,500	125		10,500	125		10,500	125		10,500	125		10,500	125	
11	530mA	4000K / 5000K	95	11,940	126		11,270	119	B-106-G2	11,270	119	B-106-G2	11,270	119	B-106-G2	11,270	119	B-106-G2
12	609mA	3000K	108	13,590	126		12,680	117		12,680	117		12,680	117		12,680	117	
13	650mA	4000K / 5000K	118	14,250	121		13,450	114	B-106-G2	13,450	114	B-106-G2	13,450	114	B-106-G2	13,450	114	B-106-G2
14	709mA	3000K	127	15,000	117		14,280	110		14,280	110		14,280	110		14,280	110	
15	779mA	4000K / 5000K	140	16,290	116		15,370	109	B-106-G3	15,370	109	B-106-G3	15,370	109	B-106-G3	15,370	109	B-106-G3
16	859mA	3000K	154	17,730	112		16,560	105		16,560	105		16,560	105		16,560	105	
17	919mA	4000K / 5000K	165	18,210	111		17,220	104		17,220	104		17,220	104		17,220	104	
18	989mA	3000K	178	18,930	108		17,760	102		17,760	102		17,760	102		17,760	102	
19	1059mA	4000K / 5000K	191	19,590	105	B-106-G3	18,830	99	B-106-G3	18,830	99	B-106-G3	18,830	99	B-106-G3	18,830	99	B-106-G3
20	1129mA	3000K	204	20,310	104		19,340	98		19,340	98		19,340	98		19,340	98	

**Ordering Information**

Part Number	Dimensions (HxWxD)	Material	Finish	Mounting	Options
GL2-0100	10" x 10" x 10"	Aluminum	White	Flush Mount	None
GL2-0100-M	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor
GL2-0100-M-S	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor
GL2-0100-M-S-2	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin
GL2-0100-M-S-2-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin
GL2-0100-M-S-2-1-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin, 1-2 pin, 1-2 pin
GL2-0100-M-S-2-1-1-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin
GL2-0100-M-S-2-1-1-1-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin
GL2-0100-M-S-2-1-1-1-1-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin
GL2-0100-M-S-2-1-1-1-1-1-1	10" x 10" x 10"	Aluminum	White	Flush Mount	Medium Sensor, Motion Sensor, 2-7 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin, 1-2 pin

\* Standard offering. C.T. for head not available for other options.  
\*\* 200V LEDA surge protection is required for HV, 34.5-48.0V  
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**SOLAIS** LIGHTING

Client: **Essence**  
Fixture Manufacturer: **Solais**  
Cat#: **GL2**

Fixture Manufacturer: n/a  
Cat#: n/a

Type

Capitol Light is not responsible for inaccuracies in manufacturers published specifications



# QTE LED Floodlight



Catalog Number	
Finish	
Type	

SEE THE 2017 IBC CODE FOR MORE ON THE RANGE OF ALL APPROVED FINISHES.

## Introduction

QTE LED is a family of cost effective, energy efficient floodlights. These are the ideal replacements for up to 500W Quartz Halogen floodlights, and deliver energy savings of up to 85% with over 10 years of service life. QTE LED floodlights are great for illuminating yards, driveways, buildings, billboards and signage, and for general flood lighting.

## Ordering Information

QTELED Series	Performance Package	Color Temperature	120 Voltage	120 lumen output	Mounting	Field/Optional
P1	2500 lumen, 250W	40K - 5000K*	120	110 lm/ft <sup>2</sup>	Knuckle / Yoke	DBS / Backstone
P2	4400 lumen, 400W	50K - 5000K				
P3	6500 lumen, 650W					

**EXAMPLE: QTE LED P2 40K 120 THK DBS**

\*Nominal correlated color temperature per ANSI C78.37-2015

## NOTES

- QTE LED P1 fixtures may be used for submission to Title 24 applications.
- View notes listed below with P1.

## FEATURES & SPECIFICATIONS

**INTENDED USE:** Suitable for replacing up to 500W Quartz Halogen. It is ideal for landscape, signage and general purpose lighting in commercial and residential applications.

**CONSTRUCTION:** Die-cast aluminum housing has integral flood sink to optimize thermal management. Rated 80-85°C to 40°C ambient temperature. Impact glass lens is fully gasketed.

**FINISH:** Powder coat finish for protection from corrosion and weathering. Available in dark bronze or white.

**ELECTRICAL:** Chip-on-board LEDs are directly coupled to the housing to maximize heat dissipation and lifespan (L70, 50,000 hrs.) at 40°C junction temp.

## INSTALLATION

Use suitable high temperature junction box or under building cover. Suitable for ground-mount applications.

## LISTINGS

UL Certified to US and Canadian safety standards. Wet Location listed. Designlights, Concentration® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products list at [www.dlc.com](http://www.dlc.com) to confirm LED Light Source Requirements.

## WARRANTY

5-year limited warranty. Complete warranty terms located at: [www.lithonia.com/support/warranty](http://www.lithonia.com/support/warranty)

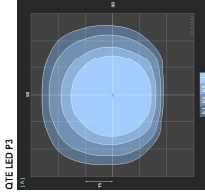
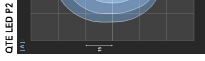
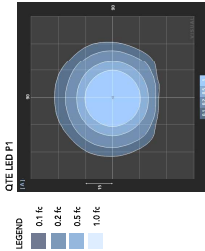
**Note:** actual performance may differ as a result of on-site environmental and application. Specifications subject to change without notice.

## Performance Data

Series	Power	Beam Angle	Beam Diameter	Height (Mount to Junction)
QTELED P1	250W	24W	104"	104"
QTELED P2	400W	40W	110"	110"
QTELED P3	650W	65W	105"	105"

## Photometric Diagrams

Full photometric data report available within 2 weeks from request. Contact [Acuity Tech Support](mailto:AcuityTech@acuity.com)



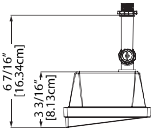
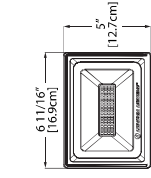
LEGEND  
0.1 fc  
0.2 fc  
0.5 fc  
1.0 fc

LEGEND  
0.1 fc  
0.2 fc  
0.5 fc  
1.0 fc

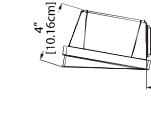
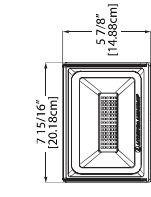
LEGEND  
0.1 fc  
0.2 fc  
0.5 fc  
1.0 fc

## Dimensions

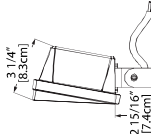
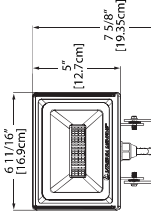
QTE P1/P2 knuckle



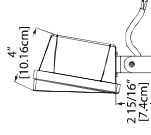
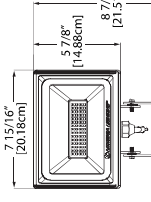
QTE P3 knuckle



QTE P1/P2 yoke



QTE P3 yoke



COMMERCIAL OUTDOOR  
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-405-SERV (7378) • [www.lithonia.com](http://www.lithonia.com)  
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QTE LED  
Rev. 03/2017  
Page 1 of 2

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One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-405-SERV (7378) • [www.lithonia.com](http://www.lithonia.com)  
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QTE LED  
Rev. 03/2017  
Page 2 of 2

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

## APPLICANT:

Derek F. Catalano  
4079 Shady Ridge Circle  
Riverside, CA 92501  
951-415-0064  
denc@dfc@aol.com

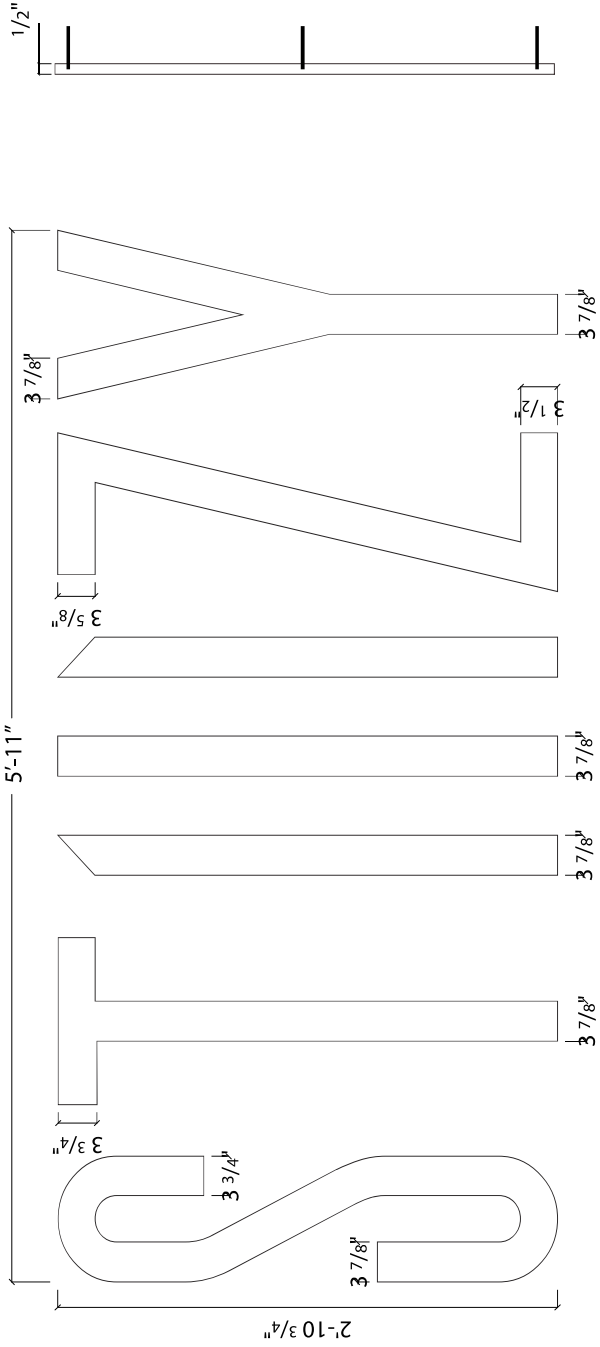
DESIGN:  
SHEMLOCK ARCHITECTS  
10000 E. 15th Ave.  
7775 Walnut Pkwy.  
Suite 230  
New Albany, OH 43054  
New Albany, OH 43054  
jameson@shemlock.com

LIGHTING SPECS

06.03.21

L5

**(1) STIIIZY LOGO**  
**SUB - 1/2" ACRYLIC PAINTED SATIN WHITE**  
**MOUNTING - PIN MOUNTED**



PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

**APPLICANT:**  
 Derek F. Catalano  
 4078 Shady Ridge Circle  
 Riverside, CA 92504  
 951.415.0064  
 derekcf46@aol.com

**DESIGN:**  
 SHREINSHOCK ARCHITECTS  
 7775 Wilbur Pkwy.  
 STE 250  
 New Albany, OH 43054  
 New Albany, OH  
 jannine@shreinschock.com

**PROJECT TITLE:**  
 CUP

**SIGN PROGRAM**  
 06.03.21

**SN1**

## Jones, Steven

---

**From:** Brenden Archuleta <brendenarchuleta87@gmail.com>  
**Sent:** Sunday, June 6, 2021 4:42 PM  
**To:** Jones, Steven  
**Subject:** Fwd: E-Mail Chain for El Cerritos (please add other neighbors)

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

**From:** Brenden Archuleta <brendenarchuleta87@gmail.com>  
**Date:** June 6, 2021 at 4:40:44 PM PDT  
**To:** Ziporah Watt <zippylee@excite.com>  
**Subject:** Fwd: E-Mail Chain for El Cerritos (please add other neighbors)

To whom it may concern, I have been a resident in El Cerrito since 1967. I'm writing to you in opposition to the marijuana dispensary opening on Temescal Canyon Rd. My first observation is that the city of Corona will not allow cannabis and marijuana dispensaries within their city limits, Why is that? Probably for many of the same reasons our suburban community doesn't want them either. There are two schools within a mile of where the dispensary would be and this is the route many children and their families walk to get to go school or the bus stop. Currently there are only two lanes and even without the traffic that this business would cause it is difficult and sometimes dangerous to try to turn off of Temescal Canyon and into my neighborhood or one of the current businesses. There have been at least three attempts to start other dispensaries and our community members have fought against it. This is not something that the people who live here want. There is simply not enough parking or proper flow of traffic for this kind of business to operate safely in this mostly residential neighborhood.

Thank you for your time  
Please keep my identification information private.  
-Brenden Archuleta  
[19750 Francisca Ave, Corona, Ca, 92881](#) Sent from my iPhone

Sent from my iPhone

Begin forwarded message:

**From:** Robin Steele <robbo75us@gmail.com>  
**Date:** June 6, 2021 at 3:18:19 PM PDT  
**To:** Coleen De Fratis <coleendefratis@yahoo.com>  
**Cc:** oliveros1625@yahoo.com, Andrew Ballenger <andrew@galleysplus.com>, Pearl M Myers <pmmyers@comerica.com>, christopherblack12@icloud.com, Sam Myers <sam@themyers.party>, Robert Snyder <robertsnyder231@yahoo.com>, Brenden Archuleta <brendenarchuleta87@gmail.com>, JOHN GUTIERREZ <jonmongut@aol.com>, timebook1995@gmail.com  
**Subject:** Re: E-Mail Chain for El Cerritos (please add other neighbors)

Adding David and Jennifer (19815 Carmelita Ave.) to the group.

On Sun, Jun 6, 2021 at 3:14 PM Robin Steele <[robbo75us@gmail.com](mailto:robbo75us@gmail.com)> wrote:

Hi All:

Attached is the draft flyer/letter.

Robin

On Sun, Jun 6, 2021 at 2:19 PM Coleen De Fratis <[coleendefratis@yahoo.com](mailto:coleendefratis@yahoo.com)> wrote:

Hello Everyone,

Thank you for reaching out, I'm in the process of posting the meeting information for this Wednesday, however, I did not receive the attachment of the letter to hand out and to post on the Facebook page.

Can you please send to me ASAP

Thank you,  
Coleen

On Sunday, June 6, 2021, 10:54:39 AM PDT, Robert Snyder  
<[robertsnyder231@yahoo.com](mailto:robertsnyder231@yahoo.com)> wrote:

I just spoke with [ColeenDefratis@yahho.com](mailto:ColeenDefratis@yahho.com). Her and Darren are on Santa Rita and they have the EC facebook page. Wednesday night may even not be soon enough but see you there!

On Sunday, June 6, 2021, 10:43:09 AM PDT, Robert Snyder  
<[robertsnyder231@yahoo.com](mailto:robertsnyder231@yahoo.com)> wrote:

That is a nice letter. I need some time to gather more E mails. Here Is 2. Is everyone aware of the El Cerrito Community Face Book page! Please ask to join. I think we should meet at Santa Rita and Carmelita @ 6:30 Wednesday evening for a quick meet. Any feedback would be appreciated!

On Sunday, June 6, 2021, 10:31:12 AM PDT, Sam Myers <[sam@themyers.party](mailto:sam@themyers.party)> wrote:

+Chris

Sent from ProtonMail for iOS

On Sun, Jun 6, 2021 at 09:57, Sam Myers <[sam@themyers.party](mailto:sam@themyers.party)> wrote:

Happy Sunday folks,

This is Sam and Pearl (19820 Carmelita). We just met with Bobby Snyder (19740 Carmelita), Andrew Ballenger (19818 Carmelita) and Joe Oliveros (8190 Arcadia) to discuss our concerns with the proposed conditional use permit (CUP) for a new Marijuana dispensary in our neighborhood.

I've attached a picture of the letter that Robin wrote. It summarizes the situation nicely and highlights some issues we've had in the past.

Bobby Snyder also made some great points this morning, and even offered to set up an easy-up next weekend to help engage more neighbors.

Please add any additional emails you may have for folks in the neighborhood and then “reply-all” to get the word out to as many people as possible.

Sam & Pearl Myers  
424.666.7265



Shryne Group Inc.  
828 E Commercial Street  
Los Angeles, CA 90012

May 1, 2020

Ms. Lorena Moreno  
Settlement House  
507 S. Vicentia Ave. | Corona, CA 92882

Dear Ms. Moreno,

Thank you for speaking with the Shryne Group regarding the Settlement House. It is always rewarding to find quality organizations to partner with in efforts to better the lives of those in need. With a long history of making a difference in the community, the Shryne Group is proud to support the Settlement House in Corona.

As discussed, the Shryne Group would like to support the Settlement House in its efforts in the community. Please accept our initial contribution of \$3,000.00 enclosed with this letter. Additionally, the Shryne Group pledges to contribute \$15,000 every year if we have the honor of opening our store in Corona. We also look forward to volunteer opportunities with your wonderful organization for our local store staff.

We look forward to building a brighter future together.

Thank you,

*Tak Sato*

---

Tak Sato  
Chief Development Officer  
Shryne Group Inc.





Shryne Group Inc.  
728 E Commercial Street  
Los Angeles, CA 90012

April 20, 2021

Mr. David Brambila  
American Legion  
1<sup>st</sup> Vice Commander: District 21  
Commander: Post 742  
1557 Yorba Street  
Corona, CA 92882

Dear Mr. Brambila,

Thank you for speaking with the Shryne Group regarding the American Legion in Corona. It's inspiring to learn about the organization's level of activity in the community. We appreciate the commitment and dedication to improving the lives of youth and those who have served our country in the effort to create a brighter future. It's rewarding to find quality organizations to partner with that are committed to veterans at the local level. With a history of making a difference in the local community, the Shryne Group is proud to support the American Legion Post 742.

As discussed, the Shryne Group would like to support American Legion Post 742 in its current restoration efforts, as well as outreach in the community. Please accept our initial contribution of \$2,500.00 enclosed with this letter. Additionally, the Shryne Group pledges to contribute \$10,000 every year if we have the honor of opening our store in Corona. We also look forward to volunteer opportunities with your wonderful organization for our local store staff, as part of our company's volunteer program.

Sincerely,

*Tak Sato*

---

Tak Sato  
Chief Development Officer  
Shryne Group Inc.



## **CORONA-NORCO SETTLEMENT HOUSE**

507 S. Vicentia • Corona, CA 92882 • (951) 737-3504 • Fax (951) 737-3201  
www.settlementhouse.net • Email settlementhouse@hotmail.com

February 1, 2021

Shryne Group Inc.  
728 E. Commercial St.  
Los Angeles, CA 90012

To the Good Folks at Shryne Group,

Cheers to the years I have been fortunate to call you friend. You give me a reason to smile and a reminder that hope is not gone. Most of all, I want to personally thank you for your long-standing support during this past very challenging year of 2020.

Your donations were more than an exchange of money or goods—they're a hope that you would help create a miracle, small or large. Well, you did. Your donations nourished our community outreach programs. Hunger and hardships don't take a break; you have ensured that hope for Corona-Norco families in need won't either.

May the New Year bring bright, hopeful days as you turn your dreams into reality and your efforts into great achievements.

*We are so thankful for you, and wish you a healthy and happy new year in 2021!*

Very truly yours,

Sally Carlson  
Chairman, Board of Directors

Joe Duffle  
President



Matt Bruno  
Secretary-Treasurer

June 1, 2021

City of Corona Planning Division  
400 South Vicentia Ave  
Corona, CA 92882

To Whom It May Concern in the City of Corona:

Throughout the United States, The United Food and Commercial Workers Union (UFCW) represents tens of thousands of workers who work in the cannabis industry, from seed to sale. We encourage and promote a professional workforce with core union worker protections that are crucial to a safe, competitive marketplace for consumers and good jobs for communities.

On behalf of the 21,000 members that UFCW Local 1167 represents in the counties of Riverside, San Bernardino, Imperial and parts of Los Angeles, I wish to express our strong support for the Shryne Corona LLC's application to operate a cannabis business in the City of Corona. We are highlighting our support for the Shryne Group because of the company's commitment to their employees and because of the professionalism and experience of the organization's leaders.

The Shryne Group shares our vision of empowering and protecting employees and sharing in the success of its business with its employees. UFCW represents Shryne Group employees in multiple of their locations across California. Locally, UFCW 1167 represents employees at the Shryne Group's cannabis retail store, Authentic 909. These are the first unionized cannabis workers in the Inland Empire. Also, we are currently negotiating a Collective Bargaining Agreement (CBA) at another location. Through their CBA, the company offers employees a living wage, with guaranteed wage increases, retirement contributions, healthcare, paid time off so that employees can volunteer in their community and many other benefits.

UFCW's partnership with cannabis employers like the Shryne Group raises the standards for cannabis workers, and we are proud to represent the workers at the forefront of the legal cannabis industry. Shryne Group will be an asset to the employees, customers and other stakeholders of Corona. We strongly encourage the City of Corona to grant Shryne Corona LLC a permit to operate a cannabis business.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Duffle', is written over a horizontal line.

Joe Duffle  
President  
UFCW Local 1167

855 West San Bernardino Avenue • P.O. Box 1167, Bloomington, CA 92316

**Business Office:** (909) 877-5000 • Toll Free: (800) 698-UFCW • (Mon. - Fri. 8:30 a.m. - 4 p.m.)  
**Insurance:** Food and Meat (909) 877-1110 • Drug and General Sales (909) 877-2331



## PLEASE JOIN US AT OUR VIRTUAL COMMUNITY MEETING

WHAT	Let's Talk Cannabis, Retail and Your Community for a proposed Retail Store Front at 19700 Temescal Canyon Road, Corona, CA 92881
WHEN	Thursday, June 3rd, 2021
TIME	6:00 pm to 7:00 pm
WHERE	ZOOM link: <a href="https://bit.ly/3v4Anl4">https://bit.ly/3v4Anl4</a>

Dear neighbor,

We wanted to take a moment to say hello. We are Shryne Group, a California-based cannabis holding company and we'd like to invite you to a ZOOM Virtual Community Meeting where local residents and business owners may learn more about our company and our track record, and ask any questions you might have.

Building a strong relationship with the local community is one of our top priorities. That's why we want to address any concerns or questions you may have regarding our industry. At this virtual meeting, you will have the opportunity to meet our management and start a dialogue that we hope will continue for years.

Shryne Group operates licensed cannabis facilities up and down the Golden State. We currently have open dispensaries in San Francisco's Mission District, downtown Los Angeles, Moreno Valley, Jurupa Valley and San Bernardino. Our dispensaries are fully compliant, transparent and staffed by highly trained and knowledgeable professionals. We have a strong commitment to creating value for our customers and communities, and this is only the start of our sharing that commitment with the County of Riverside and its residents.

For questions or comments, please contact Amy Gammon at [amy.gammon@shrynegroup.com](mailto:amy.gammon@shrynegroup.com).

We look forward to engaging with you.

Sincerely,

Shryne Group Management

**ZOOM information:** To participate in this virtual community meeting, please register for the ZOOM webinar at <https://bit.ly/3v4Anl4>. If you would like to ask a question during the Community Meeting, there will be a procedure to submit a question in writing, via telephone or via video.

Parcel N	Owner	Occ	Owner1	Fir	Owner1 La	Site Adres	Full Site Ad	Site Adres	Site Adres	Site Adres
277-110-04N	Marguerite Hume					Arcadia St	19580 Arca Corona	CA		92881-430
277-110-0CY	Angel & Gu		Salgado			Arcadia St	19587 Arca Corona	CA		92881-433
277-110-0EY	Estrella		Varela			Arcadia St	19596 Arca Corona	CA		92881-430
277-110-0EY	Alix		Singh			Arcadia St	19600 Arca Corona	CA		92881-430
277-110-0CN	Rogelio		Wences			Arcadia St	19601 Arca Corona	CA		92881-434
277-110-0EY	Michael & I		Cruz			Arcadia St	19650 Arca Corona	CA		92881-430
277-110-0EY	Frank		Bartolini			Arcadia St	19660 Arca Corona	CA		92881-430
277-110-02Y	Valentin &		Zapata			Arcadia St	19741 Arca Corona	CA		92881-432
277-110-0CY	Linda		Rosales			Arcadia St	19837 Arca Corona	CA		92881-432
277-110-0E N	Marilyn		Matheny			Highway 71	19780 High Corona	CA		92881-
277-152-0CY	Jeffrey & K		Wagoner			Marilyn Dr	7801 Maril Corona	CA		92881-427
277-152-0CY	Dejon & Ta		Anderson			Marilyn Dr	7831 Maril Corona	CA		92881-427
277-151-01Y	Thomas & I		Moore			Marilyn Dr	7840 Maril Corona	CA		92881-423
277-152-0CY	Ryan & Dor		Williamson			Marilyn Dr	7861 Maril Corona	CA		92881-427
277-152-0CY	Tim & Deni		Waldrep			Marilyn Dr	7873 Maril Corona	CA		92881-427
277-152-0CY	Alejandra		Ochoa			Marilyn Dr	7885 Maril Corona	CA		92881-427
277-152-0CY	Cynthia		Rodarte			Marilyn Dr	7901 Maril Corona	CA		92881-427
277-152-0CY	James		Hildebrand			Marilyn Dr	7933 Maril Corona	CA		92881-427
279-042-0CY	Dave		Rutkoski			Santa Rita	8004 Santa Corona	CA		92881-431
279-031-0CY	Ruben & M		Delatorre			Santa Rita	8008 Santa Corona	CA		92881-431
279-042-0CY	Gary		Wolff			Santa Rita	8010 Santa Corona	CA		92881-431
279-042-0CY	Brent & Do		Chappelle			Santa Rita	8030 Santa Corona	CA		92881-431
279-041-0CY	Angie		Solis			Santa Rita	8035 Santa Corona	CA		92881-433
279-042-0CN	William		Alves			Santa Rita	8060 Santa Corona	CA		92881-431
277-122-01N			Fab Holding			Temescal C	19612 Tem Corona	CA		92881-565
277-151-0CN	Richard & E		Flynn			Temescal C	19619 Tem Corona	CA		92881-565
277-122-01N			Tem Can P			Temescal C	19620 Tem Corona	CA		92881-565
277-151-0CN	Edward & I		Shapiro			Temescal C	19631 Tem Corona	CA		92881-565
277-110-01N	Demiral		Soliman			Temescal C	19640 Tem Corona	CA		92881-560
277-151-0CN	George & I		Randall			Temescal C	19645 Tem Corona	CA		92881-565
277-110-0E N	Gabriel & J		Flores			Temescal C	19670 Tem Corona	CA		92881-565
277-151-0CN			Society For			Temescal C	19675 Tem Corona	CA		92881-565
277-151-0CN			Society For			Temescal C	19675 Tem Corona	CA		92881-565
277-110-04N	Derek & D		Catalano			Temescal C	19700 Tem Corona	CA		92881-565
277-110-02N	Mark		Sauer			Temescal C	19712 Tem Corona	CA		92881-565
277-110-02Y	Mark		Sauer			Temescal C	19720 Tem Corona	CA		92881-565
277-110-0E N	Dennis & V		Woodland			Temescal C	19740 Tem Corona	CA		92881-565
277-110-0EY	Dennis & V		Woodland			Temescal C	19760 Tem Corona	CA		92881-565

Site	Carrier	Full Mail Ac	Mail Addre	Mail Addre	Mail Addre	Mail Carrie	Sale Date	Sales Price	Building Ar
R033		210 Warml	Norco	CA	92860-512	C017	12/00/2011		1647
R033		19587 Arca	Corona	CA	92881-433	R033	#####	205000	1838
R033		19596 Arca	Corona	CA	92881-430	R033	#####	260000	2079
R033		19600 Arca	Corona	CA	92881-430	R033	#####	457000	2079
R033		6724 Morri	Whittier	CA	90606-173	C060	#####	301000	1676
R033		19650 Arca	Corona	CA	92881-430	R033	10/00/198	137500	2003
R033		19660 Arca	Corona	CA	92881-430	R033	#####	639000	2946
R033		19741 Arca	Corona	CA	92881-432	R033	#####		1104
R033		19837 Arca	Corona	CA	92881-432	R033	#####		1253
		19731 Jolo	Corona	CA	92881-460	R033	10/00/1992		
C008		7801 Maril	Corona	CA	92881-427	C008	#####	372500	1508
C008		7831 Maril	Corona	CA	92881-427	C008	#####	171470	1124
C008		7840 Maril	Corona	CA	92881-423	C008	02/00/197	61500	1056
C008		7861 Maril	Corona	CA	92881-427	C008	#####	475000	2116
C008		7873 Maril	Corona	CA	92881-427	C008	#####	398000	1860
C008		7885 Maril	Corona	CA	92881-427	C008	#####	445000	1748
C008		7901 Maril	Corona	CA	92881-427	C008	#####	385000	1452
C008		7933 Maril	Corona	CA	92881-427	C008	01/00/2000		1518
R033		8004 Santa	Corona	CA	92881-431	R033	#####	235000	1997
R033		8008 Santa	Corona	CA	92881-431	R033	05/00/198	42945	2027
R033		8010 Santa	Corona	CA	92881-431	R033	#####		1125
R033		8030 Santa	Corona	CA	92881-431	R033	04/00/198	88000	1296
R033		8035 Santa	Corona	CA	92881-433	R033	#####	405000	488
R033		7550 Candl	Jurupa Vall	CA	92509-690	C030	11/00/201	153000	1363
R033		29361 St A	Lake Elsin	CA	92530-437	C054	#####	378000	
R033		19540 Carr	Corona	CA	92881-434	R033	01/00/2012		
R033		2933 Picas	Bonita	CA	91902-190	C007	#####		
R033		570 Charro	Nipomo	CA	93444-570	R006	#####	108000	
R033		2900 Garre	Corona	CA	92881-352	R058	#####		500
R033		2248 Burni	Corona	CA	92882-862	C090	#####		
R033		19730 Katy	Corona	CA	92881-422	C008	#####	138000	882
R033		1522 Brook	Santa Ana	CA	92705-541	C003	5/3/2021	1575000	
R033		1522 Brook	Santa Ana	CA	92705-541	C003	5/3/2021	1575000	884
R033		4079 Shady	Corona	CA	92881-881	R054	#####	240000	
R033		19720 Tem	Corona	CA	92881-565	R033	#####	355000	1040
R033		19720 Tem	Corona	CA	92881-565	R033	#####	210000	858
R033		19760 Tem	Corona	CA	92881-565	R033	#####	80000	1200
R033		19760 Tem	Corona	CA	92881-565	R033	10/00/2003		1505

Lot Area	SC	Bathrooms	Bedrooms	Use Code	Use Code E	Garage Typ	Garage	Nur	Pool	Year Built
17859		1.75	4	1001	Single Fami A			2	P	1977
23958		1.75	4	1001	Single Fami C			2		1965
8712		3	4	1001	Single Fami A			2	P	1995
9147		3	4	1001	Single Fami A			2	P	1995
16552		1.75	3	1001	Single Fami A			2		1965
17859		1.75	4	1001	Single Fami A			2		1976
44866		2.75	3	1001	Single Fami D			2		1989
3920		2	3	1001	Single Fami A			2		1985
10018		1.75	3	1001	Single Fami A			2		1965
24393				2000	Commercial (General)					
16552		2	3	1001	Single Fami A			2		1969
15681		1	3	1001	Single Fami C			1		1955
24829		1.75	2	1001	Single Fami D			2		1949
16552		2.5	4	1001	Single Fami D			4		1985
17424		2	3	1001	Single Fami A			2		1987
10454		2	3	1001	Single Fami A			2		1982
10018		1.75	3	1001	Single Fami D			2		1964
26136		1.75	3	1001	Single Fami D			2		1948
22215		1.5	4	1001	Single Family Residential				P	1975
24393		1.75	3	1001	Single Fami A			2	P	1979
10454		1.5	3	1001	Single Fami A			2		1975
13068		1.75	4	1001	Single Fami A			1		1966
27442		1	2	1001	Single Family Residential					1940
10454		1.75	3	1001	Single Fami A			2		1964
9147				2000	Commercial (General)					1978
20908				2000	Commercial (General)					
9583				2000	Commercial (General)					1950
20908				2000	Commercial (General)					1947
10018		1.75	2	1001	Single Family Residential					1948
20037				2000	Commercial (General)					1965
23958		1	2	1001	Single Fami A			1		1958
11761				2000	Commercial (General)					
20908		1.75	1	1001	Single Family Residential					1948
11325				2000	Commercial (General)					1966
6098		1.75	3	1001	Single Fami A			2		1979
6098		1.75	3	1001	Single Fami A			2		1979
9147		1	2	1001	Single Family Residential					1977
9147		2	3	1001	Single Fami A			2		1979

Tract	Number of	Number of	Zoning	Mail Flag
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			1 C1/Cp	
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			1 C1/Cp	
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			1	
			1	





SHRYNE GROUP INC.

# Riverside 19700 – 19700 Temescal.

Virtual Community Meeting Minutes

**Date:** Thursday, June 3, 2021

**Time:** 5:55 pm – 6:26 pm PST

**Location:** Zoom

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- Allow participants in from the waiting room at 5:55 pm. Planned to begin presentation at 6:03pm. No participants joined.

## Presentation:

- **Mathew Nathaniel:** Director of Retail Expansion; Presenter
  - **Amy Gammon:** Community Liaison
  - **Eric Lightman:** Legal Counsel
  - Kasia Harmata:

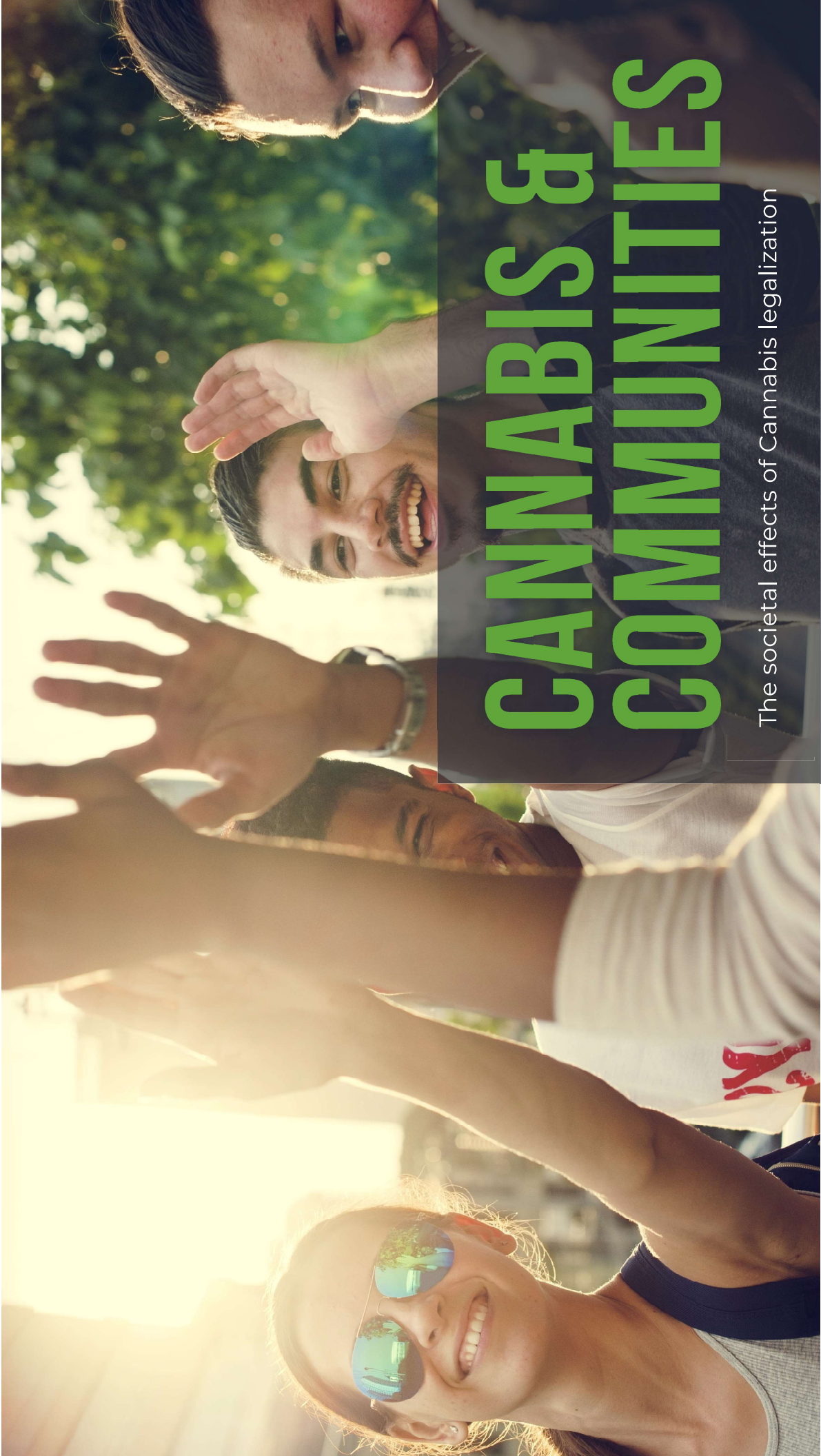
Q & A Session: N/A

Wrap Up: N/A

End meeting at 6:26 pm.

Best Regards,

Brian Mitchell  
Manager  
(415)336-0374



# CANNABIS & COMMUNITIES

The societal effects of Cannabis legalization

# THE FINDINGS ARE SURPRISING

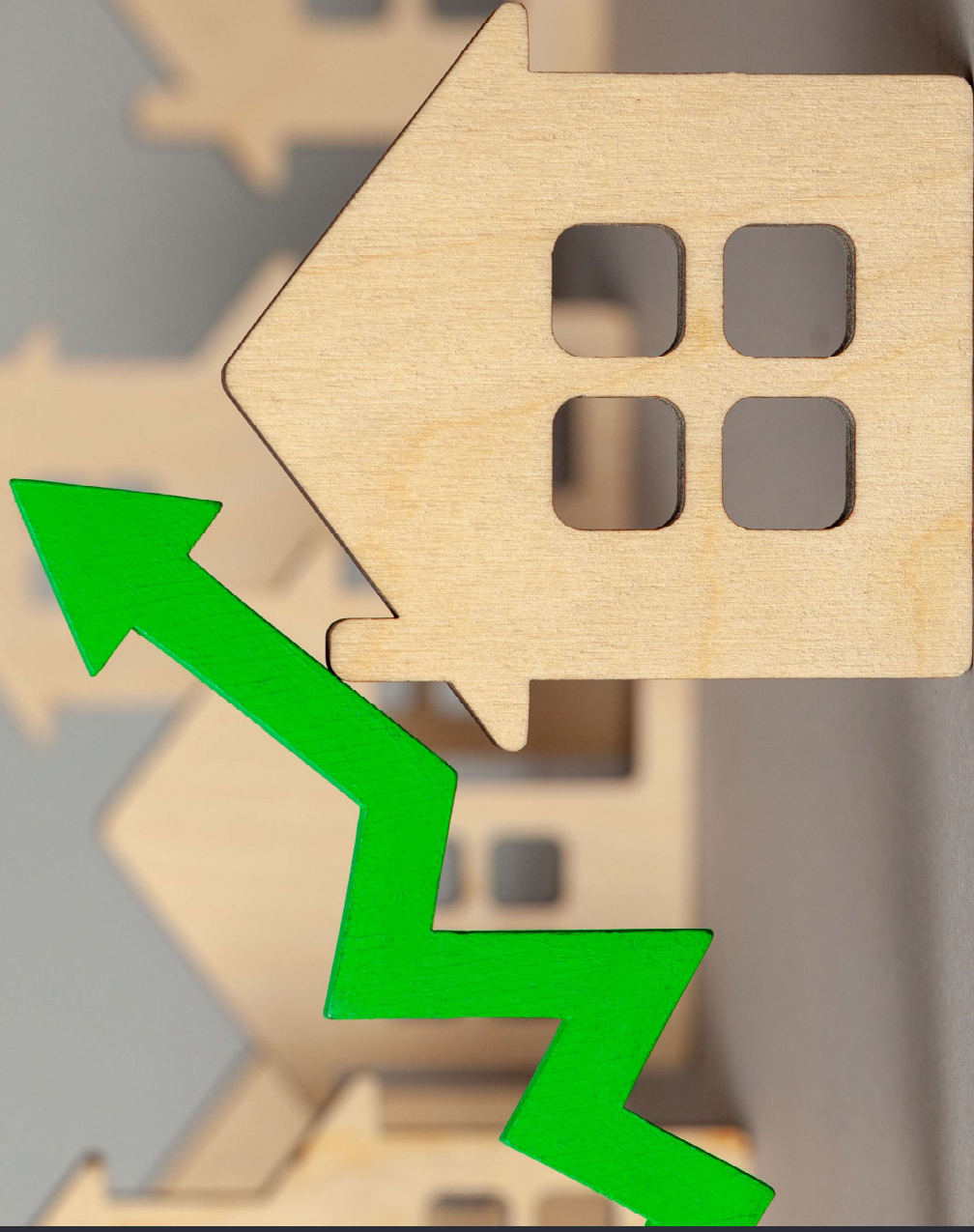
Across the country, where cannabis has been legalized, researchers are discovering a positive, beneficial correlation between legal cannabis and social benefits related to crime, social justice, safety, law enforcement, public health, education, and youth.



## HOUSING VALUES UP, CRIME DOWN

Legal cannabis brings crime rates down, teenage use down, and property values up according to a recent study conducted by Leafly and the Humboldt Institute for Interdisciplinary Marijuana Research.

In Colorado, for example, after cannabis legalization, housing values went up by about 6%, or \$15,600 in areas where dispensaries are present.



# CANNABIS LEGALIZATION CAN REDUCE CRIME

An October 2018 report from the Colorado Division of Criminal Justice revealed cannabis arrests dropped by half after legalization.

In addition, Regional Science and Urban Economics discovered neighborhood crime dropped up to 20% in communities where a legal cannabis dispensary was present.



## REFOCUS ON WHAT MATTERS

Reduced cannabis arrests create hundreds of millions of dollars in law enforcement savings according to the Drug Policy Alliance. These savings can be reallocated to other things, including social investments.

According to FBI data from Colorado and Washington, crime clearance rates – the number of times the police solved a crime – increased for both violent and property offenses after cannabis legalization.





## PUBLIC SAFETY

Drug Policy Alliance researchers found no correlation between cannabis legalization and car crash rates. In Colorado, the number of drivers in fatal crashes who were above the legal limit of THC decreased by nearly 33% from 2016 to 2017.

Researchers also discovered cannabis legalization is linked to lower rates of opioid-related overdoses, death, and harm. Opioid overdose death rates are almost 25% lower in states with medical marijuana.

# YOUTH CANNABIS USE DROPS

In 2019, the Journal of the American Medical Association - Pediatrics, found the number of high schoolers who used cannabis in the last 30 days fell by 8% in states where adult-use cannabis had been legalized. Furthermore, the number of high schoolers who used cannabis at 10 times or more in the last 30 days dropped by 9%.





# CANNABIS CREATES JOBS

According to Leafly's fourth annual cannabis jobs count, legal cannabis supports more than 243,700 full-time jobs and continues to be America's single greatest job-creation engine. California currently employs approximately 67,000 workers in cannabis, followed by Washington with 47,000, and Colorado with 44,700.



# INCREASED CANNABIS USE IS HAPPENING ACROSS ALL ADULT AGE GROUPS

Adults of all ages are experiencing cannabis, with many discovering its wellness benefits. Use among women and baby boomers, in particular, continues to exponentially grow.



# DID YOU KNOW YOU CAN EAT IT?

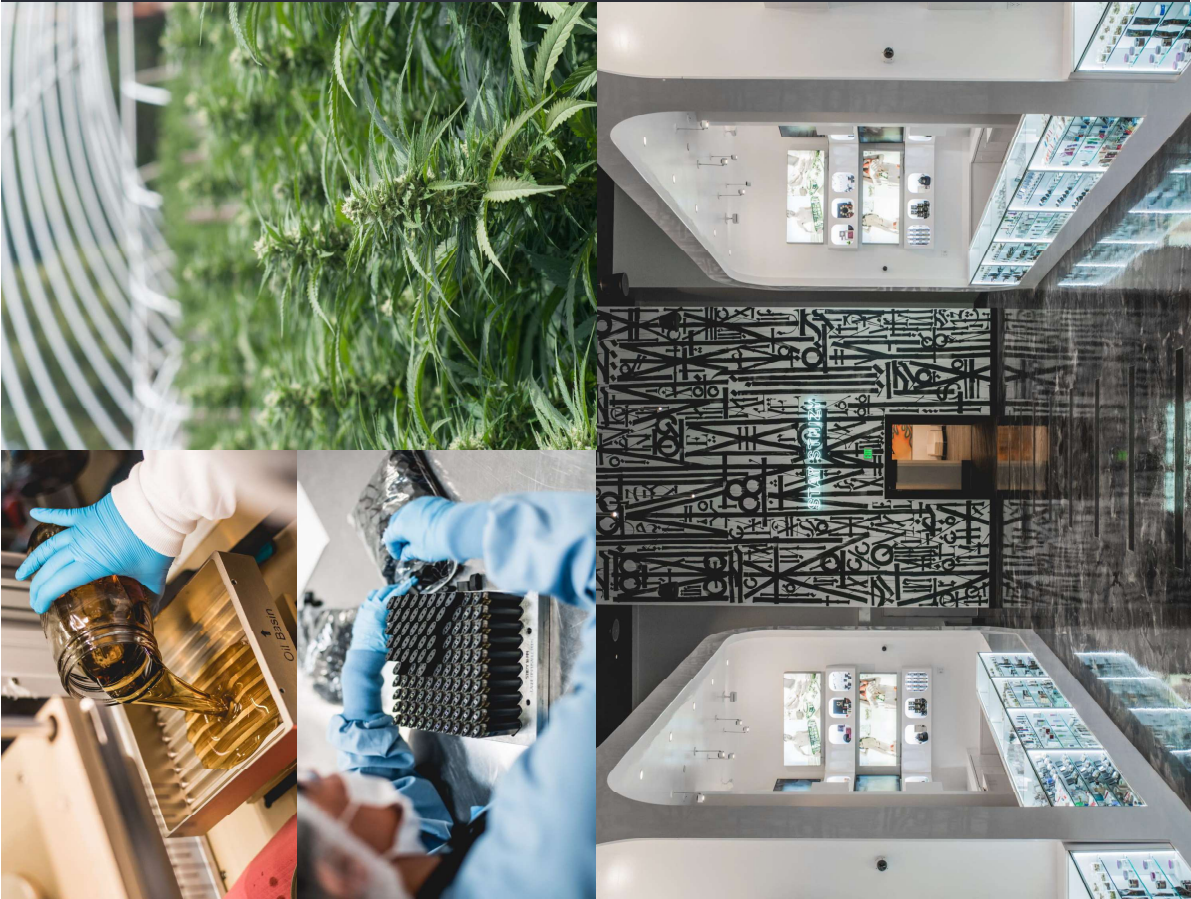
Cannabis today is available in a variety of forms - from fragrant flowers to things you can eat to smooth soothing balms and rubs. There is an incredible variety of brands and products available at all levels of potency.





The Shryne Group is a California cannabis company that is vertically integrated, authentically connected and singularly focused on transparent operations across the state.

- Rooted in California
- Accountable to our communities
- Employing more than 1,300 workers across the state



# Shryne Group Vertical Integration



- RETAIL**
- Alameda
- Davis
- Jurupa Valley
- Los Angeles
- Modesto
- Moreno Valley
- Palm Desert
- San Bernardino
- San Francisco Mission
- San Francisco Union Square
- San Francisco Portrero Hill

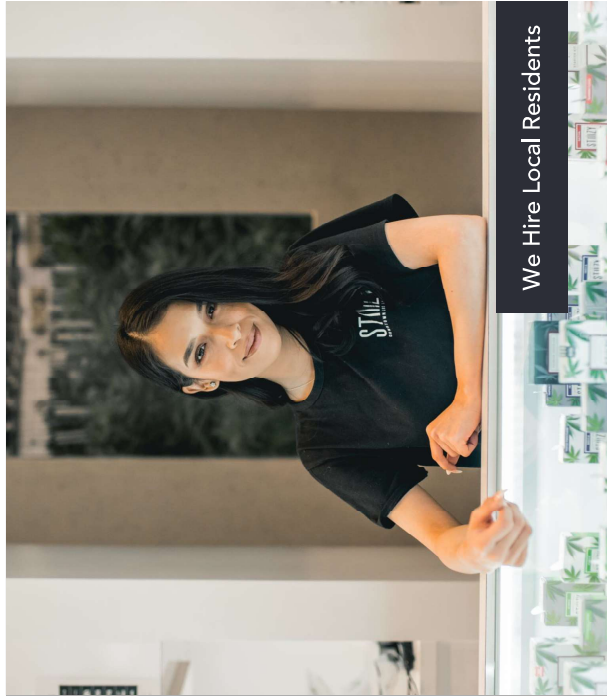
- DISTRIBUTION**
- Humboldt County
- Los Angeles
- Oakland
- Concord
- MANUFACTURING**
- Humboldt County
- Los Angeles
- Oakland
- Lompoc
- Los Angeles Indoor Farm
- CULTIVATION**
- Humboldt County
- Los Angeles
- Oakland
- Lompoc
- Los Angeles Indoor Farm

**LEGEND**

- MANUFACTURING
- CULTIVATION
- DISTRIBUTION
- RETAIL OPEN
- RETAIL IN DEVELOPMENT
- OUTDOOR GROW
- OPEN
- IN DEVELOPMENT

# ECONOMIC DEVELOPMENT

Local Hiring - UFCW - Career Development Program - Workforce Development Program



We Hire Local Residents

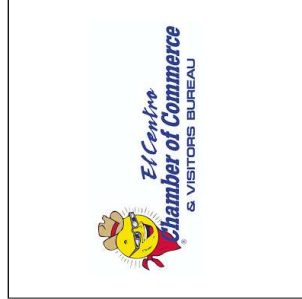
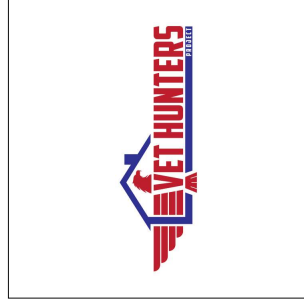


Shryne Group Sponsored Job Fair

# COMMUNITY ENGAGEMENT



Employee Volunteerism



# QUESTIONS & COMMENTS

Matthew Nathaniel | [matthew@shrynegroup.com](mailto:matthew@shrynegroup.com)







**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

**Agenda Item No.**

**4 . 2**

**Planning Commission Hearing: May 19, 2021**

**PROPOSED PROJECT**

**Case Number(s):** DA1900006 and CUP190010  
**Environmental:** CEQA Exempt, Section No. 15303 (C)  
**Area Plan:** Temescal Canyon  
**Zoning Area/District:** El Cerrito District  
**Supervisory District:** Second District  
**Project Planner:** Mina Morgan  
**Project APN(s):** 277-110-040

**Applicant(s):** Derek Catalano

**Representative(s):** Temeka Group

  
 John Hildebrand  
 Planning Director

**PROJECT DESCRIPTION AND LOCATION**

**Development Agreement No. 1900006** is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006, Conditional Use Permit No. 190010, and Setback Adjustment No. 200014, if approved, and to provide community benefits to the Temescal Canyon Area.

**Conditional Use Permit No. 190010** is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping.

The project site is located at 19700 Temescal Canyon Road, Corona California, 92881, south of El Cerrito Road, east of Minnesota Road, west of Arcadia St, and north of Jolora Avenue.

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

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

**STAFF RECOMMENDS THAT THE PLANNING COMMISSION:**

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

**TENTATIVELY APPROVE** Development Agreement No. 1900006, based upon the findings in this staff report, pending final adoption of the Development Agreement ordinance by the Board of Supervisors and,

**APPROVE Conditional Use Permit No. 190010**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

**PROJECT DATA**

**Land Use and Zoning:**

Specific Plan:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Policy / Overlay Area:	N/A
Surrounding General Plan Land Uses	
North:	Very Low Density Residential (VLDR)
East:	Commercial Retail (CR)
South:	Commercial Retail (CR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	One Family Dwellings – Mountain Resort (R-A-1)
East:	General Commercial (C-1/C-P)
South:	General Commercial (C-1/C-P)
West:	General Commercial (C-1/C-P)
Existing Use:	Vacant Building
Surrounding Uses	
North:	Vacant land
East:	Construction Company
South:	Vacant land
West:	Vacant land

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.26 acre	N/A
Existing Building total Area (SQFT):	total building is 1,625 square feet	N/A
Retail Suite (Cannabis)	768 square feet	N/A
Building Height (FT):	15 feet in height	50 feet in height

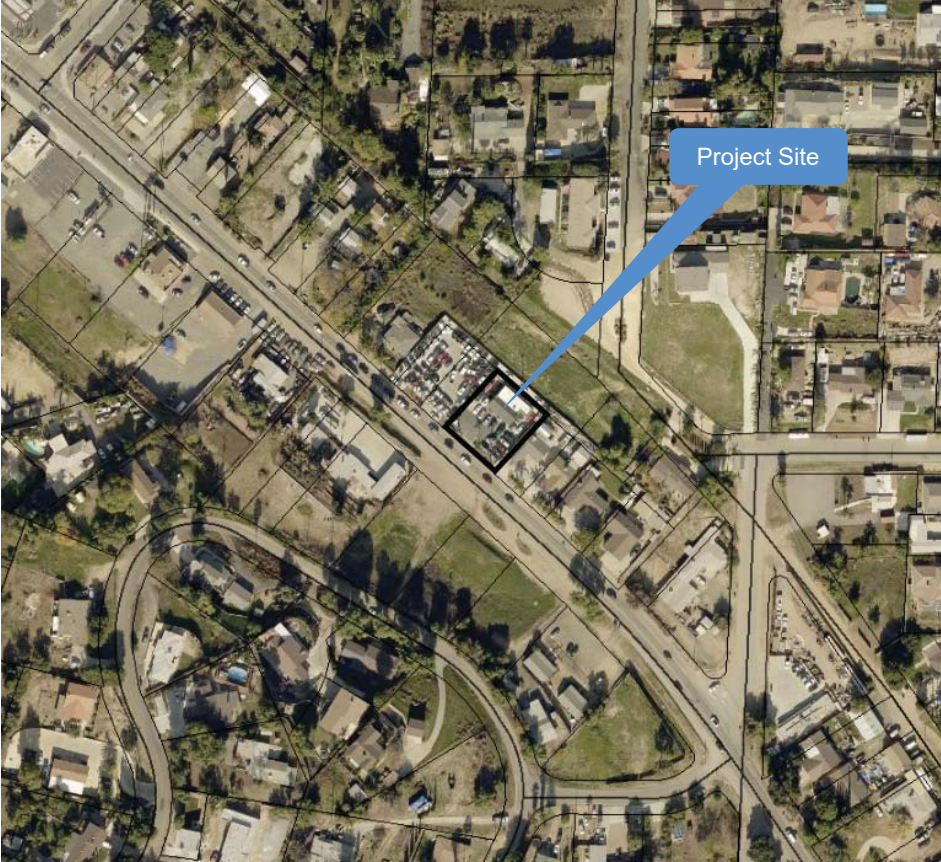
**Parking:**

<i>Type of Use</i>	<i>Building Area (in SQFT)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Retail (Cannabis)	1,625 square feet	1 space/200 square feet of gross floor area	8	11
<b>TOTAL:</b>			<b>8</b>	<b>11</b>

**Located Within:**

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

**PROJECT LOCATION MAP**



**PROJECT BACKGROUND AND ANALYSIS**

**Background:**

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

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

The project was assigned an RFP Cannabis File No. CAN190031. Pursuant to the Board of Supervisors' approved ranking list, this application was ranked number 22 and as a result, it was recommended to proceed forward with the conditional use permit application process for a cannabis retail store.

On August 5, 2019 the Riverside County Planning Department received a conditional use permit to operate a storefront retail cannabis business. The proposal is to occupy an approximately 1,625 square-foot existing building to be used as a cannabis storefront.

**Setback Adjustment Findings:**

On April 16, 2021, the **Riverside County Planning Director (Director)** approved Setback Adjustment No. 200014.

SBA200014 is a setback adjustment request for modification of the front yard minimum setback requirement. The minimum setback from residentially zone lot lines for cannabis retailers is 40 feet. Setbacks may be modified with an approved setback adjustment in accordance with Section 19.XX.B and 18.33 of the County of Riverside Zoning Ordinance. The proposal is consistent with the intent and purposes of County of Riverside Ordinance No. 348 (Zoning Ordinance).

- a) The Director found special circumstances applicable to the property that justify the approved setback adjustment. The subject site has an existing commercial building, that was previously approved and operating as a commercial use facility; and,
- b) There is no anticipation that the currently vacant residential lot in question will be impacted by the approved modified front yard minimum setback requirement; and,
- c) There is no expectation that the proposal will be detrimental to the public health, safety, and welfare of the community or neighboring properties.

**Project Details:**

The proposed project would occupy an approximately 1,625 square-foot building to be used as a storefront for a retail cannabis business on a 0.26-acre lot with off-street vehicle parking and landscaping. The project includes a proposed 11 off-street vehicle parking spaces which consists of 10 standard parking spaces and one (1) accessible parking space for persons with disabilities, exceeding the off-street requirement for retail cannabis at one (1) space / 200 square feet that requires a minimum of eight (8) off-street parking spaces. The site also includes a trash enclosure located within the perimeter of the property. In addition, landscaping and internal walkways are proposed throughout the site. The property is accessed from Temescal Canyon Road.

The existing commercial structure is a vacant single story 1,625 square feet building with a pitched roof and stucco exterior finish. In addition, the building has glass windows, and stone veneer sidings installed along the north, east and west elevations of the building.

The interior of the proposed suite area would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms, and employee break area

The business is proposed to operate daily between the hours of 6:00 a.m. to 10:00 p.m. in accordance with Section 19.505 (l) of the Zoning Ordinance. The subject storefront is proposed to operate strictly as a retail business. No delivery services from this location are proposed.

**General Plan Consistency**

The project site has a General Plan Foundation Component and Land Use Designation of Community Development (CD): 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 Riverside County (RCIP) is comprised of the Community Environmental Transportation Corridor Acceptability Process (CETAP), a Multiple Species Habitat Conservation Plan (MSHCP) and the Riverside County General Plan update.

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

**Zoning Consistency**

The project site is zoned C-1/C-P (General Commercial). 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 Conditional Use Permit CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, except for the proposed setbacks, 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, and parking requirements. A setback adjustment request has been filed to authorize setback measurement modification, to measure the required 40-foot setback from the front of the building rather than the rear of the building.

The Riverside County Ordinance No. 348 requires all cannabis retailers to maintain a minimum setback of 40 feet from any residentially zoned lot line. However, the subject site has an existing commercial building that requires modifications to this provision. Section 18.33 provides that the Planning Director may approve, conditionally approve or deny setback adjustment requests. The applicant submitted a setback adjustment application to ensure consistency with the Riverside County Ordinance to address this requirement.

The proposed project would occupy an approximately 1,625 square-foot building to be used as a storefront for a retail cannabis business on a 0.26-acre lot with off-street vehicle parking and landscaping. The Riverside County Ordinance No. 348 requires all cannabis retailers to maintain a minimum setback of 40 feet from any residentially zoned lot line. However, the subject site has an existing commercial building that was previously approved and operating as a commercial use facility with an approximately 10-foot rear setback from the commercial building to the adjacent residential property. The residential lot in question is currently vacant, thus no significant impacts are anticipated to occur.

The C-1/C-P Zone development standards require setbacks from the property lines where structures exceed 35 feet in height. Approval of Setback Adjustment No. 200014 would allow for an adjustment to the current cannabis retailer use setback to ensure consistency with the Riverside Ordinance. There is no

anticipation that this adjustment will have a significant effect on the environment since the building in question was previously approved and operating for commercial use and the main entrance is oriented facing away from the vacant and undeveloped residentially zoned lot.

The project site includes a proposed landscape plan in accordance with the County of Riverside Ordinance No. 859 and the Zoning Ordinance.

The project site is located outside of the Airport Influence Area (AIA) boundary and is therefore is not subject to the Airport Land Use Commission (ALUC) review.

### **ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS**

The proposed Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

Additionally, this project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15301 (Existing Facilities), which provides: Class 1 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 key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not significantly expand the capability of the site or substantively increase the proposed use of the site beyond what already occurs. In this case, the proposed project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15301 Class 1, Existing Facilities).

This project is also exempt from the California Environmental Quality Act (CEQA) review pursuant to Article 19 – Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts the construction and location of new, small facilities or structures. Examples of this exemption include but are not limited to, a store or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor areas. In urbanized areas, the exemption also applied to up to four such commercial buildings not

exceeding 10,000 square feet in floor area. Also, the exemption applies to development provided that all necessary public facilities are available, and the surrounding areas are not environmentally sensitive. El Cerrito District has an approximate population of 5,630 people and 289 businesses. The District is developed with housings, roads and varies types of businesses, meeting the urbanized definition.

The project qualifies for this exemption since the project proposes to occupy an existing 1,625 square foot commercial building within an urbanized area, and since no hazardous substances are proposed to be kept on-site. The area has an urbanized visual characteristic as there are commercial and industrial uses in the surrounding area and there are residential uses further west of the site. The project proposes to meet the criteria of the exemption since the development would have all necessary public services available including water, sewage, electrical, gas, and other utility extensions. The project is not located in an environmentally sensitive area and no unusual circumstances apply that would create a potentially significant environmental impact. Additionally, the project meets the criteria of the exemption since there is no known unusual environmental circumstance. CEQA guidelines recognize that projects that propose small structures within non-environmentally sensitive urban areas and with available public services qualify for a categorical exemption. Therefore, no further environmental review is required.

Furthermore, the project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location, thus, no environmental impacts are anticipated to occur. The County of Riverside regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constrains to development posed by subsidence. Additionally, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the proposed project is required to maintain any applicable permits from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner.

**FINDINGS AND CONCLUSIONS**

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

**Land Use Findings:**

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, 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 project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as the project would provide community services and job opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses.

2. The site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan because the C-1/C-P Zone conditionally allows specified retail uses which implements the CD: CR General Plan Land Use Designation that encourages local and regional retail and services.
3. The proposed use, a Cannabis Retail Store, is allowed in the C-1/C-P Zoning Classification with an approved conditional use permit.
4. The uses surrounding the property in question are predominately vacant parcels to the north, west, and south, and commercial use to the east.

**Conditional Use Permit Findings:**

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community because based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the proposed development standards of the C-1/C-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is surrounded by properties which are designated Community Development: Commercial Retail (CD: CR) which encourages suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail store front, would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the C-1/C-P Zone. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
2. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. The property has an existing single-story building on a single parcel, so this situation does not exist for this project.
3. Based on the findings included in this staff report, advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community, and is subject to those conditions necessary to protect the health, safety and general welfare of the community.

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

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning 7, Planning 10, Planning 15 and 16 and other sections of the Advisory Notification Document address odor, hours of operation and security, and other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, standard requirements of the advisory notification document (Planning 15 and 16) require sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Products and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:
  - a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
  - b) 24-hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
  - c) A professionally installed, maintained, and monitored alarm system.
  - d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
  - e) 24-hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the County upon request.

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

**Cannabis Retailer Minimum Standards:**

1. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared

by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.

2. The project is not located within 1,000 feet of any other existing or approved Cannabis Retailer.
3. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 1,000 feet of the site.
4. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.
5. The development standards of the C-1/C-P Zoning Classification are as follows:
  - A. There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.
  - B. There are no yard requirements for buildings which do not exceed 35 feet in height, except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet. The front setback shall be measured from the existing street line unless since no specific plan has been. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line or from an existing adjacent street line since no specific plan has been adopted. The proposed construction does not exceed 15 feet in height. Therefore, the project meets this standard.
  - C. No building or structure shall exceed 50 feet in height, unless a greater height is approved pursuant to Ordinance No. 348 Section 18.34. In no event, however, shall a building or structure exceed 75 feet in height, unless a variance is approved pursuant to Ordinance No. 348 Section 18.27. The proposed construction does not exceed 15 feet in height. Therefore, the project meets this standard.
  - D. Automobile storage space shall be provided as required by Ordinance No. 348 Section 18.12. The project meets these requirements because the project requires 8 parking spaces and has proposed 11 parking spaces.
  - E. All mechanical equipment used in this project included roof-mounted equipment, is screened.
6. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
  - A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.* As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical

secured access. The project has been conditioned to meet this standard. (Conditions of Approval Advisory Notification Document Planning Cannabis Retail Operations – 1)

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

- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 8)
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 14)

**Cannabis Retail Findings:**

1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements.
2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care

Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site. Therefore, the project meets this standard.

3. No smoke shop or similar facility is located within 500 feet of the proposed Cannabis Retailer.
4. The proposed Cannabis Retailer lot contains no residential dwelling unit.
5. On April 16, 2021, the Director approved Setback Adjustment No. 200014 for modification of the minimum setback from residential zoned lot lines to 10 feet.
6. The project includes adequate measures that address enforcement priorities for Commercial Cannabis Activities including restricting access to minors and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted licensed sources within the State and not distributed out of State. This is met because the project has been conditioned to meet this requirement. (Advisory Notification Document No. 16 Planning - General - O. Permit and License Posting, Advisory Notification Document No. 11 Planning – General – K Monitoring Program)
7. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan.
2. The project site is located within the **Corona** Sphere of Influence. This project was provided to **City Corona** for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is not located within an Airport Influence Area (AIA) boundary and is therefore not subject to the Airport Land Use Commission (ALUC) review.
4. The project site is not located within Mount Palomar Observatory Lighting Zone boundary.
5. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKRHCP).

**Fire Findings:**

1. The project site is not located within a Cal Fire State Responsibility Area (SRA). Conditions of approval were placed on CUP No. 190010 requiring compliance with Ordinance No. 787.

**Development Agreement:**

1. The applicant has proposed entering into the attached draft development agreement (DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally,

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

**Approval Requirements and Conclusion:**

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

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

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

DEVELOPMENT AGREEMENT NO. 190006

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”):

Derek Catalano

Dana Catalano

RECITALS

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

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

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

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

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



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

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

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

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

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

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

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

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

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan provisions, to ensure that the County does not disproportionately bear the burden of

commercial cannabis activities throughout the County, to ensure the County receives public benefits for the commercial cannabis activities, to ensure there are adequate resources available for enforcement of permitted and unpermitted commercial cannabis activities, and to give cannabis owners and property owners certainty as to the County's requirements; and,

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

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

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

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

### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

1.1.7 “Development Approvals” means all permits and other entitlements

for use subject to approval or issuance by COUNTY in connection with use of the Property and for development of the Property for Commercial Cannabis Activities including, but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.19 “Subsequent Development Approvals” means all Development

Approvals approved subsequent to the Effective Date in connection with development of the Property.

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

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

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map Showing Property and Its Location

Exhibit “C” - Existing Development Approvals

Exhibit “D” - Existing Land Use Regulations

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

Exhibit “F” - Applicable Annual Public Benefits Base Payments

Exhibit “G” - Commercial Cannabis Area calculation exhibit.

Exhibit “H” - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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



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

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

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

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

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

2.5 Amendment or Cancellation of Agreement. 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.

2.6 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. 190010) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such

termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 2019-037.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190010.

(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:

Associate General Counsel  
Shryne Group, Inc.  
Eric M. Lightman  
728 E. Commercial St., Ste 200  
Los Angeles, CA 90012

with copies to:

Masur Griffiths Avidor, LLP  
Jon Avidor  
65 Reade St.  
New York, NY 10007

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as

otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

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

appropriate within the exercise of its subjective business judgment.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit “C”, and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

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

or,

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

or,

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

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

3.5 Reservations of Authority.

3.5.1 Limitations. Reservations and Exceptions. Notwithstanding any other

provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

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

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

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

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

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

(f) Regulations which are not in conflict with the Development Plan.



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

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

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

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

3.5.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations,

reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated business activity, and it is subject to various state and local laws and regulations. This Agreement does not, and the County cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

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

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of

adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN190031, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

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

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the first

grading permit or the first building permit, whichever occurs first, for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the base payment calculated per Section 1.1.2 of this Agreement (“Base Payment”); provided, however, that such initial annual base payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.2.2 Subsequent Annual Base Payments. The Annual Base Payment shall be subject to annual increases in an amount of 2%. Prior to the first July 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

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

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

4.4 Taxes. Nothing herein shall be construed to relieve OWNER from paying and

remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

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

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

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. 190010 and this Agreement.

6.4. Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190010 and consistency with the Request for Proposal Responses associated with CAN 190031 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

(b) Upon completion of an annual review or a special review, the TLMA



Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

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

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

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

(a) The time and place of the hearing;

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

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

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

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

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

## 7. INCORPORATION AND ANNEXATION.

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

7.2 Incorporation. If at any time during the term of this Agreement, a city is

incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

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

8. DEFAULT AND REMEDIES.

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

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

- (a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

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

8.2 Specific Performance. The parties acknowledge that money damages and remedies

at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

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

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

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

provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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

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

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where

the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

## 9. THIRD PARTY LITIGATION.

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

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

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents,

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

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

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any

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

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

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

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any



Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

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

is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

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

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

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

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

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

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

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

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

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of

any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

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

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide,

in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

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

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER

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

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

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

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

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

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

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

OWNER: Derek Catalano

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

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

OWNER: Dana Catalano

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

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



EXHIBIT "A"

Development Agreement No. 190006

LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT "B"

Development Agreement No. 1900006

MAP OF PROPERTY AND ITS LOCATION

EXHIBIT “C”

Development Agreement No. 1900006

EXISTING DEVELOPMENT APPROVALS

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

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT “D”

Development Agreement No. 1900006EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4913
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1

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

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

EXHIBIT “E”

Development Agreement No. 1900006

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190010 permits a storefront retail cannabis business to operate from an existing 1,625 square foot building on a 0.26 acre lot.

EXHIBIT “F”

Development Agreement No. 1900006

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190010 includes the existing 1,625 square foot commercial building as shown on Exhibit “G”. In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$26,000.00 and will increase annually at a rate of 2%.

EXHIBIT “G”

Development Agreement No. 1900006

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 1,625 square foot commercial building that will be used for the Cannabis Retailer operations as shown in this Exhibit “G”.



EXHIBIT “H”

Development Agreement No. 1900006

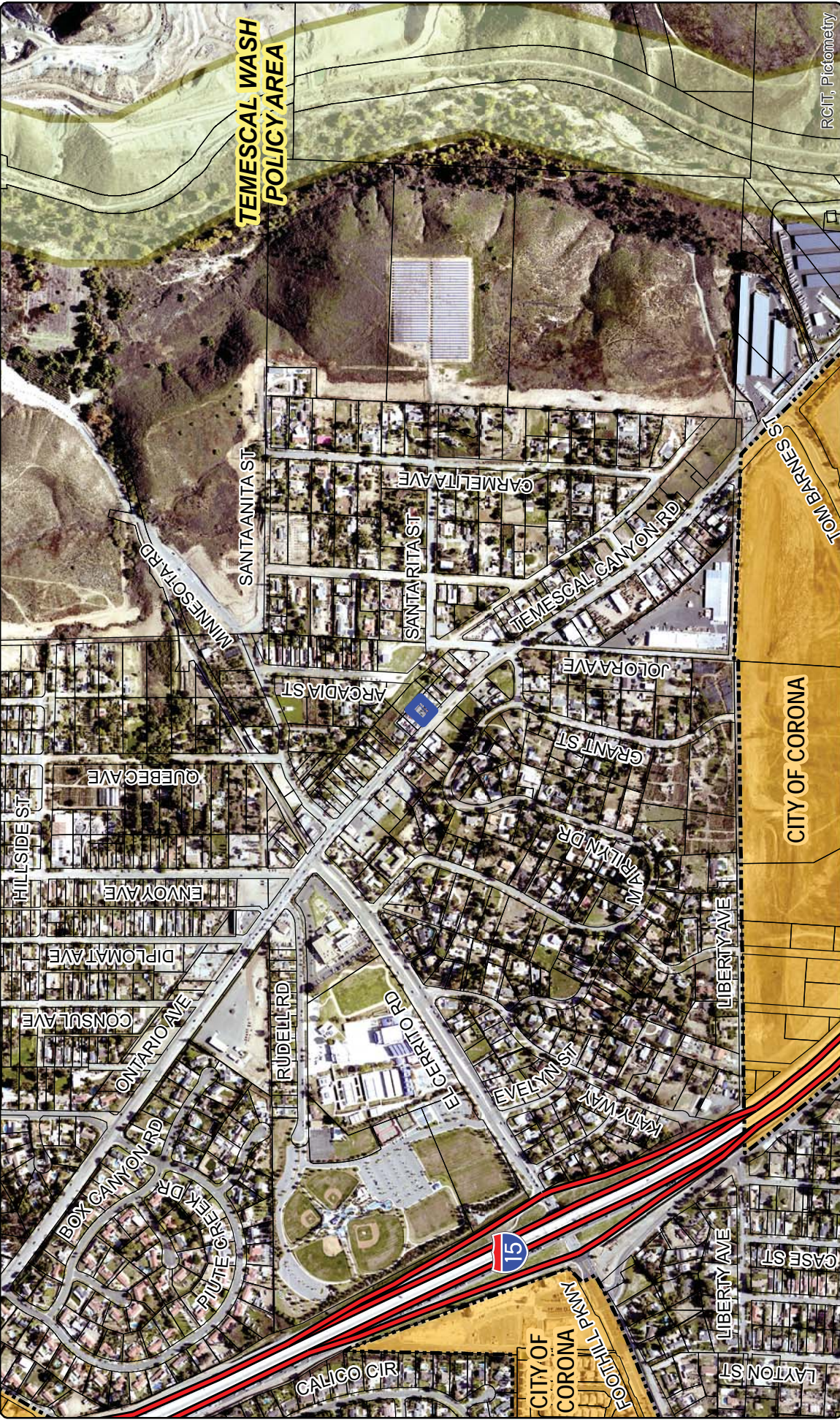
COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000.00 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, consistent with CAN 190031, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

# RIVERSIDE COUNTY PLANNING DEPARTMENT CUP190010 VICINITY/POLICY AREAS

Supervisor: Spiegel  
District 2

Date Drawn: 10/23/2020  
Vicinity Map



Zoning Dist: El Cerrito

Author: Vinnie Nguyen

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided on the map. The map is for informational purposes only. For more information, contact the Planning Department office in Riverside at (951) 955-5200 (Western County) or in Palm Desert at (760) 863-8277 (Eastern County) or Website: <http://www.riverside.ca.gov>

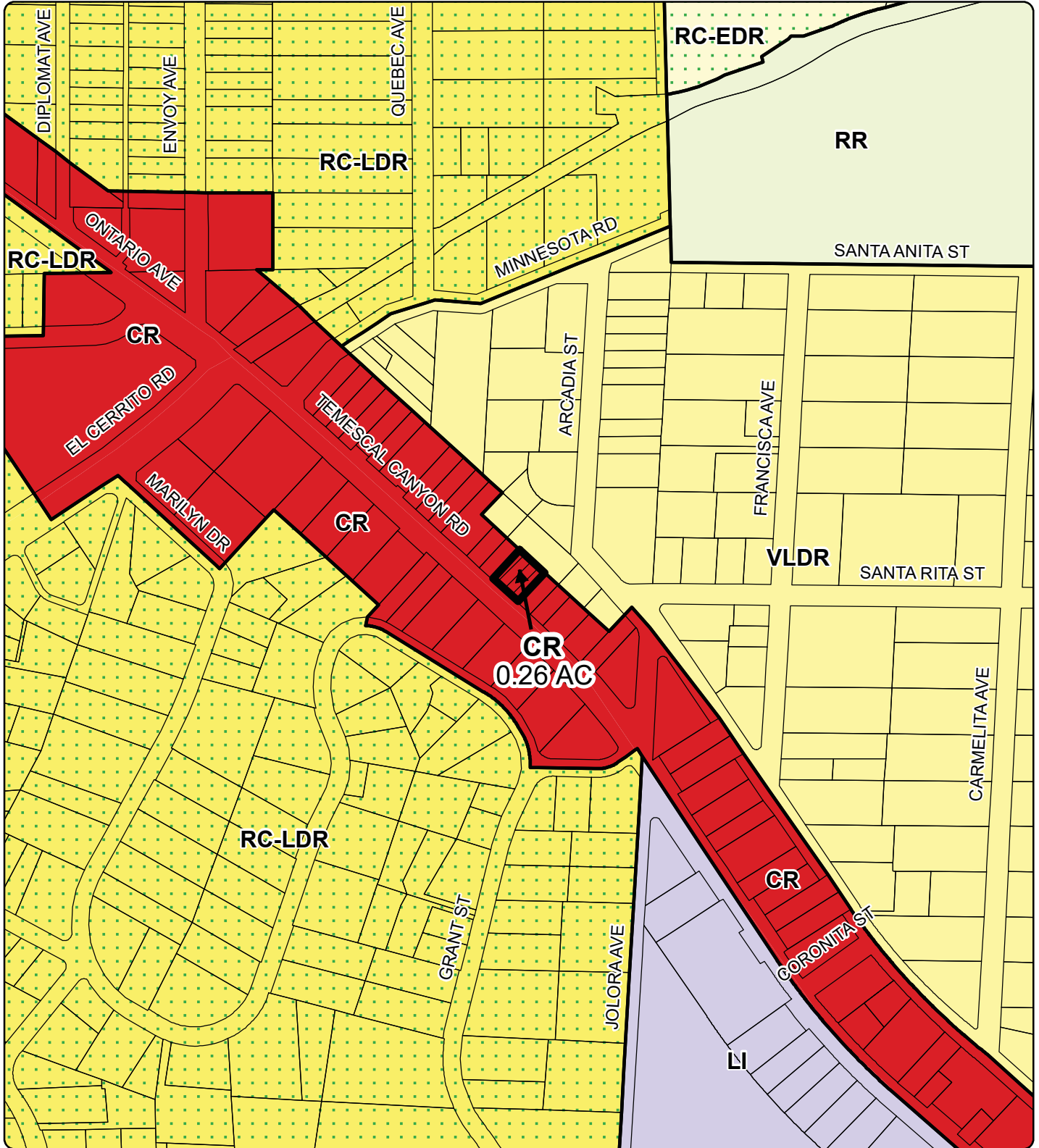
# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CUP190010

### EXISTING GENERAL PLAN

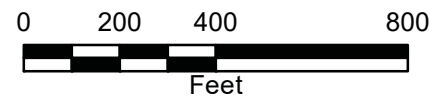
Supervisor: Spiegel  
District 2

Date Drawn: 10/23/2020  
Exhibit 5



Zoning Dist: El Cerrito

Author: Vinnie Nguyen



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

RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190010

LAND USE

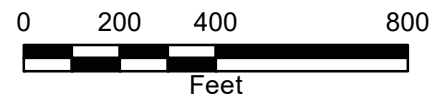
Supervisor: Spiegel  
District 2

Date Drawn: 10/23/2020  
Exhibit 1



Zoning Dist: El Cerrito

Author: Vinnie Nguyen



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

RIVERSIDE COUNTY PLANNING DEPARTMENT

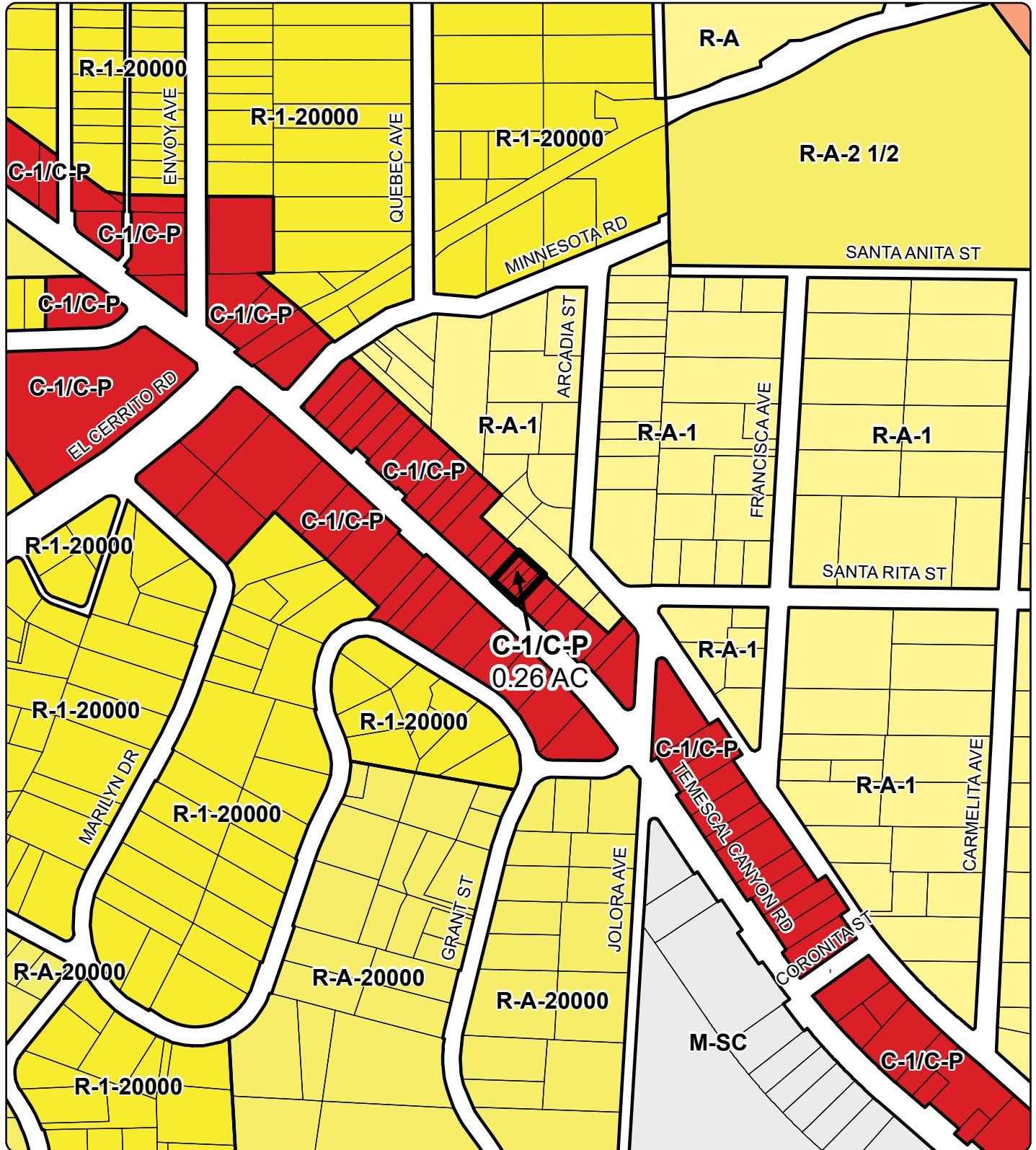
CUP190010

EXISTING ZONING

Supervisor: Spiegel  
District 2

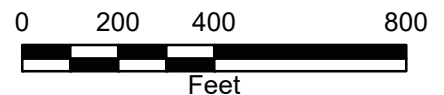
Date Drawn: 10/23/2020

Exhibit 2



Zoning Dist: El Cerrito

Author: Vinnie Nguyen



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

## TENANT IMPROVEMENTS

- REPAVE PARKING LOT ASPHALT
- PAINT PARKING STALLS ON RESURFACED PARKING LOT
- REPAINT FACADE OF THE BUILDING
- NEW LIGHTING (SEE LIGHTING SHEET)
- NEW SIGNAGE (SEE SIGNAGE SHEET)
- NEW 6FT BLOCK WALL & WROUGHT IRON SLIDE GATE @ ENTRANCE
- NEW DRIP IRRIGATION SYSTEM FOR DROUGHT TOLERANT LANDSCAPING

**NOTE:**  
NO SECURITY BARS WILL BE INSTALLED

## PARKING

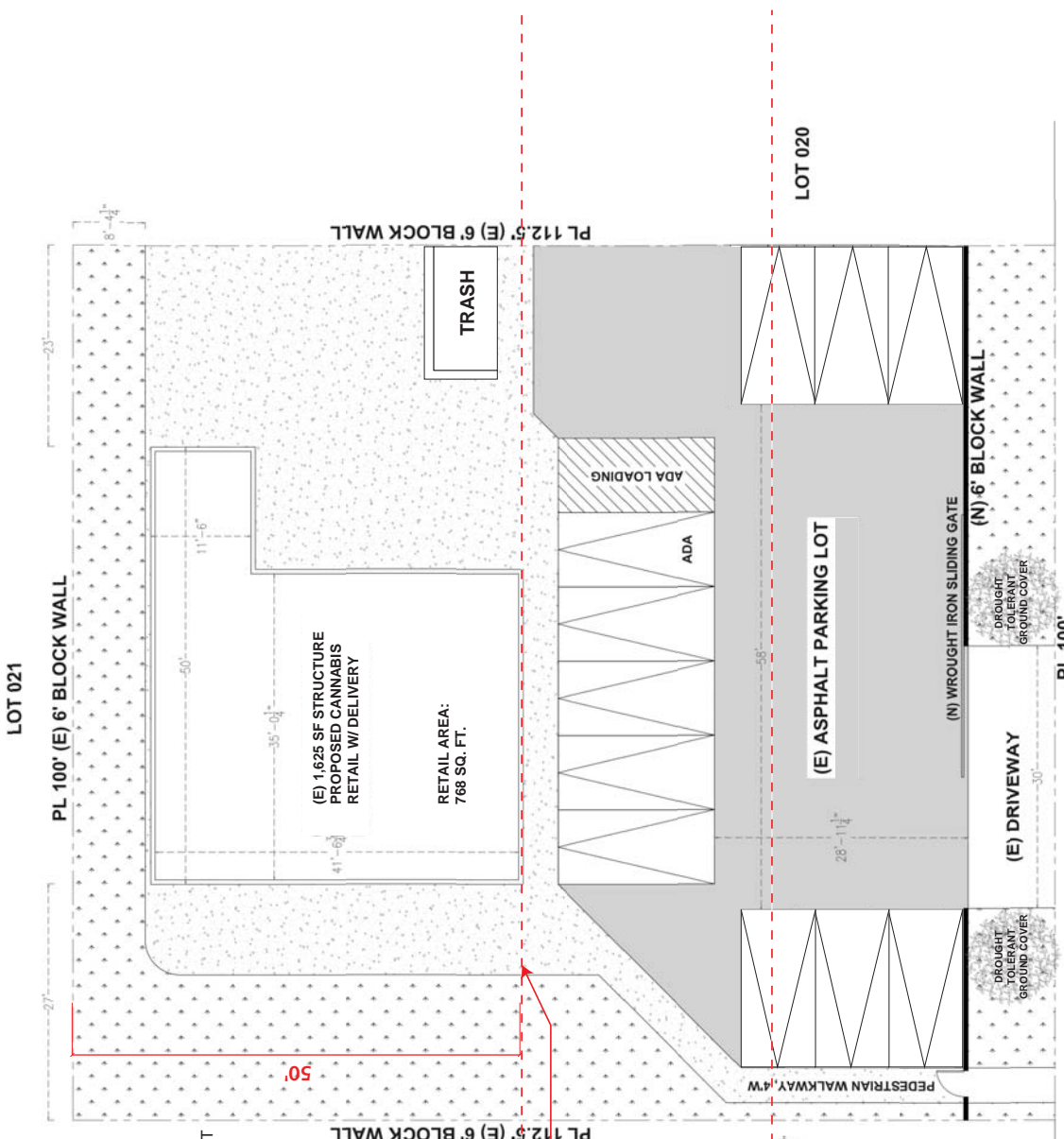
8 REQUIRED / 11 PROPOSED PARKING SPACES

## RETAIL AREA

768 SQ. FT.

## PROPOSED RIGHT AWAY

64' half-width road dedication per County Standard No.92, Ordinance 461. No improvement is required at this time only dedication.



### SITE LEGEND:

- DECOMPOSED GRANITE
- STANDARD 8.5'X18' PARKING SPACE TOTAL 10
- ASPHALT
- CONCRETE

LOT 040 11250 SF

## TEMESCAL CANYON RD

## BUSINESS OF OPERATION

WILL CARRY BOTH (A) ADULT & (M) MEDICAL LICENSES

1/SITE 1.0: SITE PLAN, 1:75



**APPLICANT:**  
Derek F. Catalano  
4079 Stacy Ridge Circle  
San Diego, CA 92121  
951-415-0064  
derekcf@apl.com

**DESIGN:**  
Temescal Group  
10000 Temescal Blvd, Suite B  
Corona, CA 92883  
951-538-2462  
tommy@temescalgroup.com  
www.temescalgroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**  
CUP

**SITE PLAN**  
1:13.21

**SITE**

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
San Diego, CA 92121  
951-415-0064  
derekcf@apl.com

**DESIGN:**

Tenaka Group  
10000 La Tijera Blvd, Suite B  
Corona, CA 92883  
951-538-2462  
tommy@tenagagroup.com  
www.tenagagroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

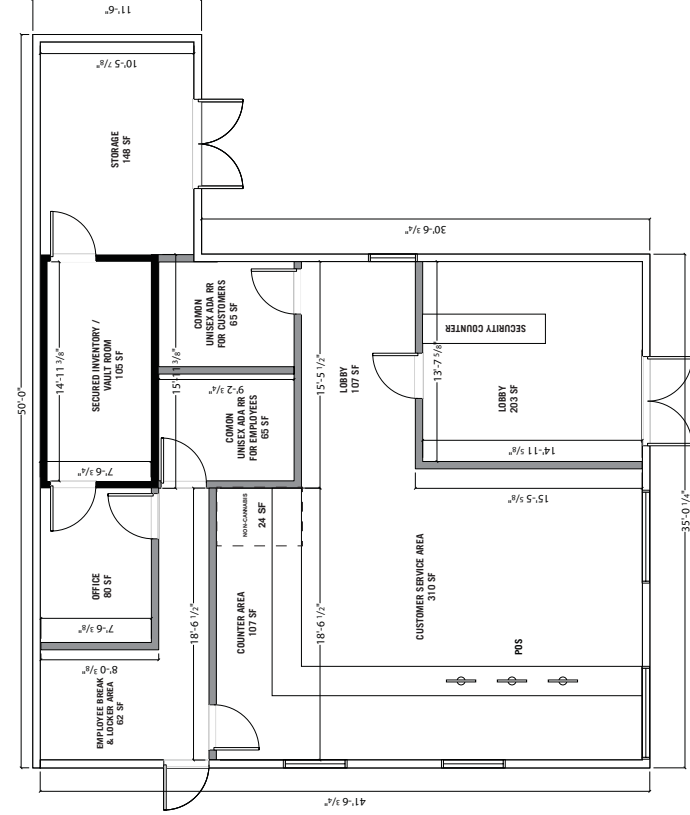
**PROJECT TITLE:**

CUP

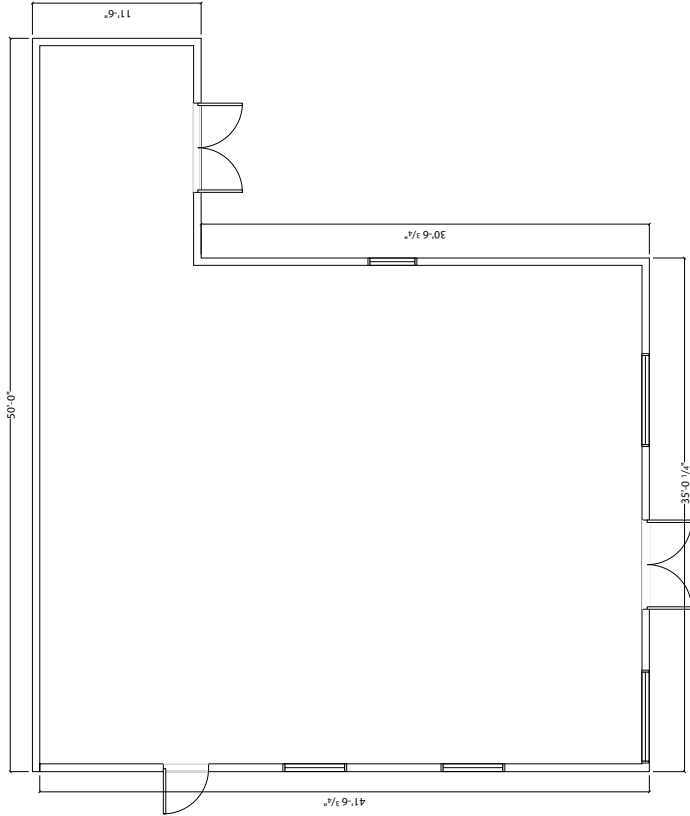
FLOOR PLAN

1.13.21

A1






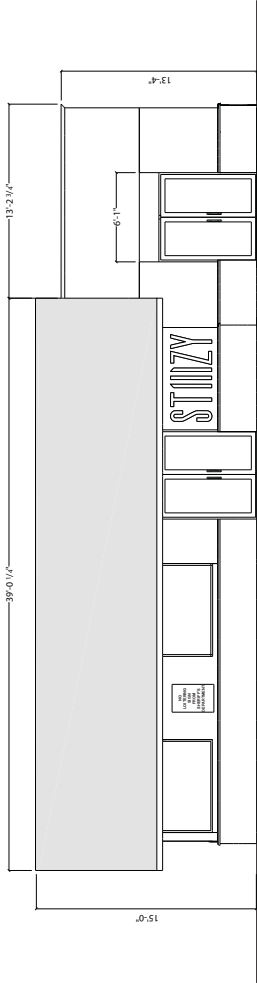
**(E) FLOOR PLAN, 1/4"=1'**



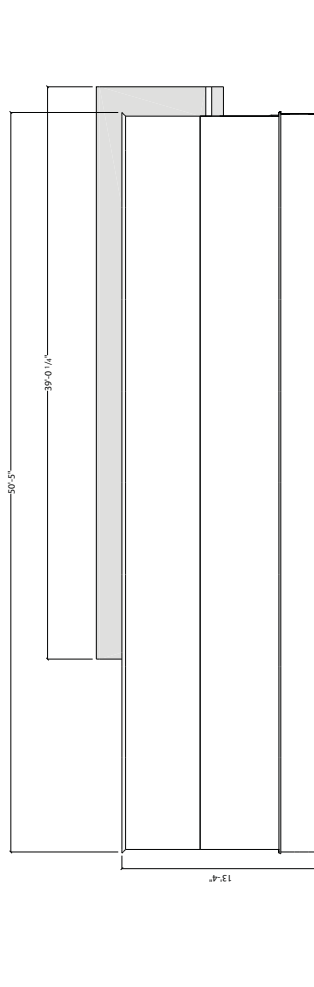
**(N) FLOOR PLAN, 1/4"=1'**

**WALL LEGEND:**

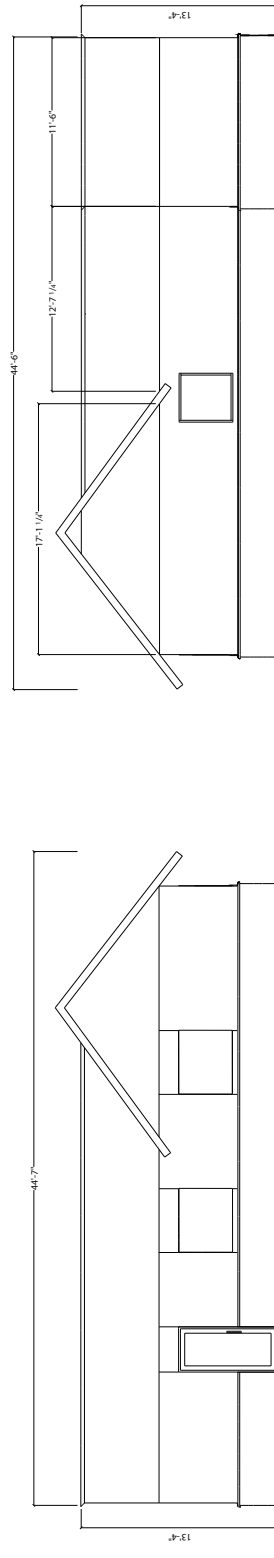
-  (E) DEMISING WALL TO REMAIN
-  (N) NONLOADBEARING 1 HR FIRERATED PARTITION WALL
-  (N) SECURE STORAGE WALL, CLAD IN STEEL OR CMU BLOCK



**SOUTH ELEVATION, 1/4"=1'**



**NORTH ELEVATION, 1/4"=1'**



**EAST ELEVATION, 1/4"=1'**

**WEST ELEVATION, 1/4"=1'**

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
San Diego, CA 92121  
951-415-0064  
derekcf84@aol.com

**DESIGN:**

Temeka Group  
10000 Camino del Rio South, Suite B  
Corona, CA 92883  
951-538-2462  
tommy@temekagroup.com  
www.temekagroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

**ELEVATIONS**

1:13.21

A2





INTERIOR RENDERINGS

**APPLICANT:**

Derek F. Catalano  
 4079 Stacy Ridge Circle  
 San Diego, CA 92121  
 951-415-0064  
 derekcf@apl.com

**DESIGN:**

Temeka Group  
 11000 Wilshire Blvd, Suite B  
 Culver City, CA 90230  
 951-538-2462  
 tommy@temekagroup.com  
 www.temekagroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

INTERIOR  
 RENDERINGS

1:13.21

A4



EXTERIOR RENDERINGS

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**APPLICANT:**

Derek F. Catalano  
4079 Stacy Ridge Circle  
Corona, CA 92701  
951-415-0064  
derekcf4@aol.com

**DESIGN:**

Temeka Group  
10000 Sycamore Circle B  
Corona, CA 92883  
951-538-2462  
tommy@temekagroup.com  
www.temekagroup.com

PROJECT TITLE:

CUP

INTERIOR  
RENDERINGS

1:13.21

A5

**APPLICANT:**  
Derek F. Catalano  
4079 Stacy Ridge Circle  
San Diego, CA 92121  
951-415-0064  
derekcf@af.com

**DESIGN:**  
Temeka Group  
10000 La Tijera Blvd. Suite B  
Corona, CA 92883  
951-538-2462  
tommy@temekagroup.com  
www.temekagroup.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**  
CUP

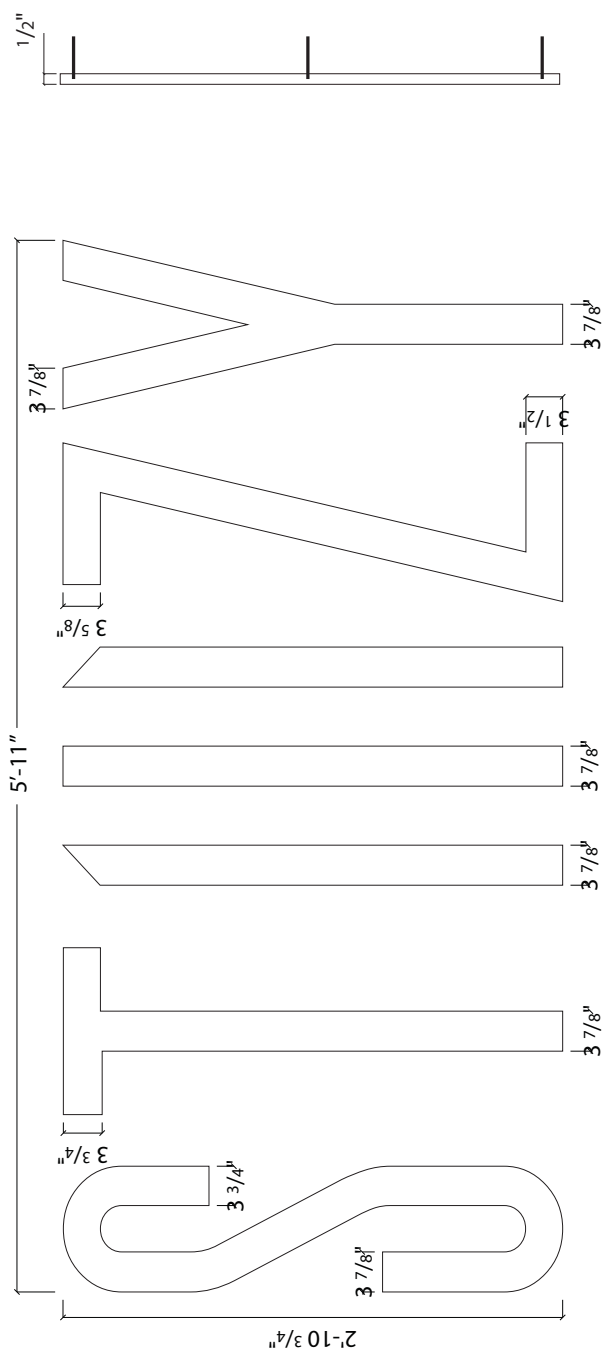
**INTERIOR  
RENDERINGS**  
1:13.21

**A6**



**RENDERED SITEPLAN**

**(1) STIIIZY LOGO**  
**SUB - 1/2" ACRYLIC PAINTED SATIN WHITE**  
**MOUNTING - PIN MOUNTED**



PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.**  
**CANNABIS RETAIL W/ DELIVERY**

PROJECT TITLE:  
 CUP

SIGN PROGRAM  
 1.13.21

**SIGNAGE**

**APPLICANT:**  
 Derek F. Catalano  
 4079 Stacy Ridge Circle  
 San Diego, CA 92121  
 951-415-0064  
 derekcf@apl.com

**DESIGN:**  
 Temeka Group  
 10000 S. Bascom Avenue, Suite B  
 Corona, CA 92883  
 951-538-2462  
 tommy@temekagroup.com  
 www.temekagroup.com

Plan: CUP190010

Parcel: 277110040

60. Prior To Grading Permit Issuance

Survey

060 - Survey. 1 R O W - DEDICATION Not Satisfied

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

80. Prior To Building Permit Issuance

Fire

080 - Fire. 1 Prior to permit Not Satisfied

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

080 - Fire. 2 Prior to permit Not Satisfied

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

080 - Fire. 3 Prior to permit Not Satisfied

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

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2

Plan: CUP190010

Parcel: 277110040

### 80. Prior To Building Permit Issuance

#### Fire

080 - Fire. 3                                  Prior to permit (cont.)                                  Not Satisfied

to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 4                                  Prior to permit                                  Not Satisfied

Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours and if open flame devices will be on site.

#### Planning

080 - Planning. 1                                  Fee Status                                  Not Satisfied

Prior to issuance of building permits for CUP190010, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

#### Survey

080 - Survey. 1                                  R O W - DEDICATION                                  Not Satisfied

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

#### Transportation

080 - Transportation. 1                                  R O W - DEDICATION                                  Not Satisfied

Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

### 90. Prior to Building Final Inspection

#### Waste Resources

Plan: CUP190010

Parcel: 277110040

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1 090 Mandatory Commercial Recycling and Organics Recyclin Not Satisfied

Form D – Mandatory Commercial Recycling and Organics Recycling

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



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

Juan C. Perez  
Agency Director



01/20/21, 3:44 pm

**CUP190010**

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190010. 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 CUP190010 and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

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

Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26 acre lot with parking and landscaping.

**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 1/13/21
- Exhibit B (Elevations), dated 1/13/21
- Exhibit C (Floor Plans), dated 1/13/21
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 1/13/21
- Interior Rendering, dated 1/13/21
- Exterior Rendering, dated 1/13/21
- Site Plan Rendering, dated 1/13/21

**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



## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

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
- Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)

3. Compliance with applicable County Regulations, including, but not limited to:

- Ord. No. 348 (Land Use Planning and Zoning Regulations)
- Ord. No. 413 (Regulating Vehicle Parking)
- Ord. No. 457 (Building Requirements)
- Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
- Ord. No. 460 (Division of Land)
- Ord. No. 461 (Road Improvement Standards)
- 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. 671 (Consolidated Fees)
- Ord. No. 679 (Directional Signs for Subdivisions)
- 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. 927 (Regulating Short Term Rentals)

4. Mitigation Fee Ordinances

- Ord. No. 659 Development Impact Fees (DIF)
- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

### E Health

#### E Health. 1

#### Gen - Custom

If 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

#### OWTS Certification

Certification of the existing OWTS was provided and documented that it was in good repair. The 1500



## **ADVISORY NOTIFICATION DOCUMENT**

### **General**

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

fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

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

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

#### **General. 5                                    General – Human Remains**

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

#### **General. 6                                    General – Review Fees**

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan, or mitigation and monitoring review, shall be reviewed on an hourly basis, or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

#### **General. 7                                    General – Unanticipated Resources**

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit.

If during ground disturbance activities, unanticipated cultural resources\* are discovered, the following procedures shall be followed:

## ADVISORY NOTIFICATION DOCUMENT

### General

#### General. 7

#### General – Unanticipated Resources (cont.)

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist\*\*, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

\* A cultural resource site is defined, for this condition, as being a feature and/or three or more artifacts in close association with each other.

\*\* If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the significance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

### Planning

#### Planning. 1

#### 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.

#### Planning. 2

#### 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.

#### Planning. 3

#### 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.

#### Planning. 4

#### 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





## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 14

#### General - N. Security - Part 1 (cont.)

2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

#### Planning. 15

#### General - N. Security - Part 2

6. Sensors shall be installed to detect entry and exit from all secure areas.
7. Panic buttons shall be installed in all Commercial Cannabis Activities.
8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

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

employee of the Commercial Cannabis Activity.

c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.

d. Any other breach of security.

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

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

#### Planning. 16

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

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

#### Planning. 17

#### General - P. Signage

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

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

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



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17

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

indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.

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

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

#### Planning. 18

#### General - Q. Records

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

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

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

#### Planning. 19

#### 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.

#### Planning. 20

#### 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.





## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

**Planning-All. 8 Cannabis Retail Operations - 3 (cont.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Transportation

**Transportation. 1 GENERAL CONDITIONS**

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit

## ADVISORY NOTIFICATION DOCUMENT

### Transportation

#### Transportation. 1                      GENERAL CONDITIONS (cont.)

to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

2. Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.

At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

3. 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.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## DEVELOPMENT ADVISORY COMMITTEE (“DAC”) INITIAL CASE TRANSMITTAL RIVERSIDE COUNTY PLANNING DEPARTMENT – RIVERSIDE PO Box 1409 Riverside, 92502-1409

DATE: July 10, 2019

TO:

Riv. Co. Transportation Dept.  
Riv. Co. Environmental Health Dept.  
Riv. Co. Public Health Dept.  
Riv. Co. Fire Department (Riv. Office)  
Riv. Co. Building & Safety – Plan Check

Riv. Co. Trans. Dept. – Landscape Section  
Riv. Co. Sheriff’s Dept.  
Riv. Co. Waste Resources Management Dept.  
Board of Supervisors - Supervisor: Spiegel  
City of Corona Sphere of Influence

Western Municipal Water District (WMWD)  
Southern California Edison Co. (SCE)  
Southern California Gas Co.

**CONDITIONAL USE PERMIT NO. 190010** – CEQ190072 – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: North of Temescal Canyon Rd, east of I-15, south of El Cerrito Rd, and west of Arcadia St – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – **PROJECT DESCRIPTION:** Cannabis retail store – APN: 277-110-040 – **BBID: 520-507-417**

**DAC staff members and other listed Riverside County Agencies, Departments and Districts staff:**  
A Bluebeam invitation has been emailed to appropriate staff members so they can view and markup the map(s) and/or exhibit(s) for the above-described project. Please have your markups completed and draft conditions in the Public Land Use System (PLUS) on or before the indicated DAC date. If it is determined that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and DENY the PLUS routing on or before the above date. This case is scheduled for a **DAC internal review on August 1, 2019**. Once the route is complete, and the approval screen is approved with or without corrections, the project can be scheduled for a public hearing.

Any questions regarding this project, should be directed to Mina Morgan, Project Planner

Public Hearing Path: Administrative Action:  DH:  PC:  BOS:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

*If you do not include this transmittal in your response, please include a reference to the case number and project planner’s name. Thank you.*



RIVERSIDE COUNTY  

---

**PLANNING DEPARTMENT**

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

COMMENTS:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

*If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.*



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Charissa Leach**  
Assistant TLMA Director

April 19, 2021

Derek Catalano  
4079 Shady ridge Circle  
Corona, CA 92881  
Attn: Derek Catalano

**RE: CONDITIONAL USE PERMIT NO. 190010, SETBACK ADJUSTMENT NO.200014** *(The project is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. The Setback Adjustment is a request to alter the required 40-foot setback, from the rear of the existing commercial building to the adjacent residential property line.*

The proposal is consistent with the intent and purposes of Ordinance No. 348, with the following findings:

- a) There are special circumstances applicable to the property that justify the approval of the adjustment of the setback requirement. The subject site has an existing commercial building, that was previously approved and operating as a commercial use facility; and,
- b) The residential lot in question is currently vacant, and will not be impacted by the proposed setback adjustment; and,
- c) The proposal will not be detrimental to the public health, safety, and welfare of the community, nor will it be detrimental to neighboring properties.

On April 16, 2021, the **Riverside County Planning Director** approved Setback Adjustment No. 200014, based on the findings mentioned above.

This action may be appealed within ten (10) days of the date of the Board of Supervisors action. The appeal must be made in writing and submitted with a fee in accordance with Ordinance No. 671 to the Riverside County Clerk of the Board. An appeal of any condition constitutes an appeal of the action as a whole and requires a new public hearing.

**Final Conditions will be sent following the close of the appeal period, if no appeal is filed.**

Sincerely,

RIVERSIDE COUNTY PLANNING DEPARTMENT  
John Hildebrand, Planning Director



---

Mina Morgan, Contract Planner

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

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





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN                       PUBLIC USE PERMIT                       VARIANCE  
 CONDITIONAL USE PERMIT                       TEMPORARY USE PERMIT
- REVISED PERMIT    Original Case No. \_\_\_\_\_

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Derek Catalano

Contact Person: Derek Catalano                      E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle

Street

Corona                      CA                      92881

City                      State                      ZIP

Daytime Phone No: ( 951 ) 415 0064                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

Engineer/Representative Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_                      E-Mail: \_\_\_\_\_

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

Street

\_\_\_\_\_

City                      State                      ZIP

Daytime Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

Property Owner Name: Derek Catalano

Contact Person: Derek Catalano                      E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle

Street

Corona                      CA                      92881

City                      State                      ZIP

Daytime Phone No: ( 951 ) 415 0064                      Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

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P.O. Box 1409, Riverside, California 92502-1409  
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*"Planning Our Future... Preserving Our Past"*

**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

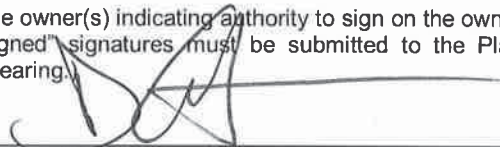
**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

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

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

Derek Catalano

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*



\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*

\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

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

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 277-110-040

Approximate Gross Acreage: \_\_\_\_\_

General location (nearby or cross streets): North of \_\_\_\_\_, South of \_\_\_\_\_, East of \_\_\_\_\_, West of \_\_\_\_\_.

**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

Commercial cannabis retail storefront with delivery

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

Number of existing lots: \_\_\_\_\_

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

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

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

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

**APPLICATION FOR LAND USE AND DEVELOPMENT**

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

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

If yes, provide Application No(s). \_\_\_\_\_  
(e.g. Tentative Parcel Map, Zone Change, etc.)

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

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

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

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

Is this an application for a development permit? Yes  No

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

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

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

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

**HAZARDOUS WASTE AND SUBSTANCES STATEMENT**

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

Name of Applicant: Derek Catalano

Address: 4079 Shady Ridge Circle; Corona, CA 92881

Phone number: 951 415 0064

Address of site (street name and number if available, and ZIP Code): 19700 Temescal Canyon Rd.; Corona, CA 92881

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: 277-110-040

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

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

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

Applicant: \_\_\_\_\_ Date \_\_\_\_\_

**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

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

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

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

Owner/Authorized Agent (1) \_\_\_\_\_ Date \_\_\_\_\_

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

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

---

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

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR DEVELOPMENT AGREEMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Derek Catalano

Contact Person: Derek Catalano E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle  
Corona CA 92881  
City State ZIP

Daytime Phone No: ( 951 ) 415 0064 Fax No: (      )     

Engineer/Representative Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street  
City State ZIP

Daytime Phone No: (      ) \_\_\_\_\_ Fax No: (      ) \_\_\_\_\_

Property Owner Name: Derek Catalano

Contact Person: Derek Catalano E-Mail: derekc646@aol.com

Mailing Address: 4079 Shady Ridge Circle  
Corona CA 92881  
City State ZIP

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"Planning Our Future... Preserving Our Past"

**APPLICATION FOR DEVELOPMENT AGREEMENT**

**DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:**

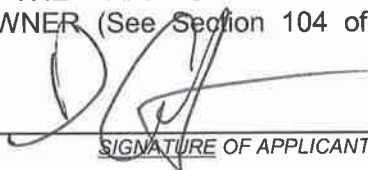
To open a commercial cannabis retail storefront with delivery

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

**\*NOTE:** ATTACH DOCUMENTATION VERIFYING THE APPLICANT'S INTEREST AND AUTHORIZATION TO APPLY ON BEHALF OF THE OWNER (See Section 104 of Exhibit "A" of Resolution No. 2012-047).

Derek Catalano

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

**DESCRIBE OWNER'S INTEREST IN THE PROPERTY:**

To open a commercial cannabis retail storefront with delivery

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

Derek Catalano

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 277-110-040

Approximate Gross Acreage: \_\_\_\_\_

General location (nearby or cross streets): North of \_\_\_\_\_, South of \_\_\_\_\_, East of \_\_\_\_\_, West of \_\_\_\_\_.

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

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1070 DA Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E,  
Assistant TLMA Director

## INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

Property Owner(s) Signature(s) and Date

Derek Catalano

Printed Name of Owner

*If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets of this page, if necessary.*

*If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:*

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

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

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

## **INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS**

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

*If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.*

*In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.*

*If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.*

## NOTICE OF PUBLIC HEARING

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

**CONDITIONAL USE PERMIT NO. 190010 and DEVELOPMENT AGREEMENT NO. 1900006 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900006 is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. APN: 277-110-040.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.  
DATE OF HEARING: **MAY 19, 2021**  
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER  
BOARD CHAMBERS, 1ST FLOOR  
4080 LEMON STREET, RIVERSIDE, CA 92501

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

For further information regarding this project please contact the Project Planner Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@rivco.org), or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

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

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

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

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

# Riverside County GIS Mailing Labels

CUP190010 ( 600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0

376

752 Feet

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

REPORT PRINTED ON... 10/23/2020 10:26:19 AM

© Riverside County RCIT

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on October 23, 2020,

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

APN (s) or case numbers 166-661-011 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1000'

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

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

TITLE: GIS Analyst

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

Riverside, Ca. 92502

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

277110004  
ROGELIO WENCES  
6724 MORRILL AVE  
WHITTIER CA 90606

277110021  
FORREST LYNN JENSEN  
7486 SMERBER RD  
CORONA CA 92881

277110034  
FRANK J. BARTOLINI  
19660 ARCADIA ST  
CORONA CA 92881

277110050  
DENNIS WOODLAND  
19760 TEMESCAL CANYON RD  
CORONA CA 92881

277110054  
MARILYN A. MATHENY  
19731 JOLORA AVE  
CORONA CA 92881

277110064  
ALIX D. SINGH  
19600 ARCADIA ST  
CORONA CA 92881

277110001  
LAWRENCE HAYDEN  
7891 MINNESOTA RD  
CORONA CA 92881

277110022  
MARK F. SAUER  
19720 TEMESCAL CANYON RD  
CORONA CA 92881

277110036  
MICHAEL V. CRUZ  
19650 ARCADIA ST  
CORONA CA 92881

277110053  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881

277151001  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277151012  
J & D REAL ESTATE HOLDINGS  
1164 KINDRICK CT  
CORONA CA 92883

277151014  
KRISTIAN GARCIA  
7834 MARILYN DR  
CORONA CA 92881

277152007  
CYNTHIA M. RODARTE  
7901 MARILYN DR  
CORONA CA 92881

277122008  
DEREK CATALANO  
4079 SHADY RIDGE CIR  
CORONA CA 92881

277152003  
DEJON L. ANDERSON  
7831 MARILYN DR  
CORONA CA 92881

277163003  
JACOBO RAMIREZ  
19790 GRANT ST  
CORONA CA 92881

277110015  
DEREK FRANK CATALANO  
4079 SHADY RIDGE CIR  
CORONA CA 92881

277151013  
THOMAS E. MOORE  
7840 MARILYN DR  
CORONA CA 92881

277152002  
JEFFREY WAGONER  
7801 MARILYN DR  
CORONA CA 92881

279031006  
EULALIA VALENZUELA  
19601 FRANCISCA AVE  
CORONA CA 92881

279041011  
JOHN S. GUTIERREZ  
19711 FRANCISCA AVE  
CORONA CA 92881

279042005  
WILLIAM G. ALVES  
7550 CANDLE LIGHT DR  
RIVERSIDE CA 92509

279031005  
DAVID M. WADSWORTH  
9597 FRANCISCA AVE  
CORONA CA 92881

277122002  
RAUL MONTES  
7855 MINNESOTA RD  
CORONA CA 92881

277122003  
FABIAN R. ROJAS  
7847 MINNESOTA RD  
CORONA CA 92881

277122013  
HONEST HOLDINGS  
419 LAKE ST # 135  
HUNTINGTN BCH CA 92648

277151010  
JOSEPH H. HERNANDEZ  
16143 GREENS CT  
CHINO HILLS CA 90255

277151011  
BRIAN K. STUART  
P O BOX 2556  
CORONA CA 92878

277151015  
BETSABE VELA GARCIA  
7296 MARILYN DR  
CORONA CA 92881

277152008  
JAMES R. HILDEBRAND  
1590 HEARTLAND WAY  
CORONA CA 92881

277152009  
BRADFORD JAMES RICHARDSON  
19819 GRANT ST  
CORONA CA 92881

279041001  
FLORES MARY HELEN REVOCABLE TRUST  
8045 SANTA RITA ST  
CORONA CA 92881

279041013  
MARTIN DEANDA  
1840 BEL AIR  
CORONA CA 92881

279042006  
ANTHONY DEBIASE  
8040 SANTA RITA ST  
CORONA CA 92881

279042001  
CARLOS FLORES RODRIGUEZ  
4255 FLOYD DR  
CORONA CA 92883

279042004  
BRENT M. CHAPPELLE  
8030 SANTA RITA ST  
CORONA CA 92881

279031009  
RUBEN DELATORRE  
8008 SANTA RITA ST  
CORONA CA 92881

279041006  
MICHAEL ANTHONY MCMASTER  
16550 TIGER LILLY WAY  
RIVERSIDE CA 92503

277110007  
ERIC DORN  
PO BOX 1286  
PARAMOUNT CA 90723

277110010  
DEMIRAL EMMA SOLIMAN  
2900 GARRETSON AVE  
CORONA CA 92881

277110025  
VALENTIN ZAPATA  
19741 ARCADIA ST  
CORONA CA 92881



277110039  
SHAWN E. BRAWNER  
43189 BUSINESS PARK DR  
TEMECULA CA 92590

277110059  
ROBERT LYLE WHITACRE  
981 KIRKWOOD LN  
LA HABRA CA 90631

277151004  
RANDALL PHILLIP  
2248 BURNING TREE DR  
CORONA CA 92882

277151016  
STEVEN STRUTHERS  
7300 MARILYN DR  
CORONA CA 92881

277110002  
CONCHITA R. VICKERS  
8061 SANTA ANITA ST  
CORONA CA 92881

277110006  
JUAN C. PAN  
19837 ARCADIA ST  
CORONA CA 92881

277110062  
ROBERT L. FREEMAN  
108 MORNING SIDE DR  
MANHATTAN BEACH CA 90226

277110066  
GABRIEL FLORES  
19730 KATY WAY  
CORONA CA 92881

277151003  
EDWARD SHAPIRO  
570 CHARRO WAY  
NIPOMO CA 93444

277152005  
TIM R. WALDREP  
7873 MARILYN DR  
CORONA CA 92881

277152006  
ALEJANDRA OCHOA  
7885 MARILYN DR  
CORONA CA 92881

277162002  
KELLER ORGANIZATION INC  
5341 SIERRA VISTA AVE  
RIVERSIDE CA 92505

277162004  
MIGUEL BAUTISTA  
19801 GRANT ST  
CORONA CA 92881

279041007  
ANGIE SOLIS  
8035 SANTA RITA ST  
CORONA CA 92881

277110005  
ANGEL SALGADO  
19587 ARCADIA ST  
CORONA CA 92881

277110044  
MARGUERITE R. HUME  
210 WARMBLOOD WAY  
NORCO CA 92860

277110065  
ESTRELLA VARELA  
19596 ARCADIA ST  
CORONA CA 92881

277122010  
F A B HOLDINGS  
29361 ST ANDREW  
LAKE ELSINORE CA 92530

277122011  
TEM CAN PARTNERS INC  
2933 PICASSO DR  
BONITA CA 91982

277110012  
JOHNNIE HARMISON  
19654 TEMESCAL CANYON RD  
CORONA CA 92881

279042002  
DAVE RUTKOSKI  
8004 SANTA RITA ST  
CORONA CA 92881

279031010  
ADRIAN E. MARTINEZ  
19613 FRANCISCA AVE  
CORONA CA 92881

279042003  
GARY M. WOLFF  
8010 SANTA RITA ST  
CORONA CA 92881

277110020  
MARK F. SAUER  
19720 TEMESCAL CYN  
CORONA CA 92881

277122009  
ELIZABETH WOHL  
6 WOLFE CANYON RD  
KENTFIELD CA 94904

277151009  
ROSIE MARTINEZ  
1080 1ST ST  
NORCO CA 92860

277151020  
ANDREW W. ELLIS  
7828 MARILYN DR  
CORONA CA 92881

277152001  
DAVID EDWARD BOURNE  
7793 MARILYN DR  
CORONA CA 92881

277163001  
RODERICK C. BENFORD  
19789 EVELYN ST  
CORONA CA 92881

277163002  
JOSEPH S. LOWERY  
19790 GRANT ST  
CORONA CA 92881

277122005  
ALLAN M. BERLAND  
6 WOLFE CANYON RD  
KENTFIELD CA 94904

277151005  
JAMES MARTINEZ  
1080 1ST ST  
NORCO CA 92860

277152004  
RYAN DOUGLAS WILLIAMSON  
7861 MARILYN DR  
CORONA CA 92881

**Applicant:**

Derek Catalano  
4079 Shady Ridge  
Corona CA, 92881

**Owner:**

Derek Catalano  
4079 Shady Ridge  
Corona CA, 92881

EMWD  
2270 Trumble Rd  
Perris, CA 92570

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

City of Corona  
400 S Vicentia Ave  
Corona, CA 92882

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

Southern California Edison  
2244 Walnut Grove Ave. Room 312  
P.O. Box 600  
Rosemead, CA 91770

Southern California Gas Company  
P.O. Box 1626  
Monterey Park, CA 91754



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## NOTICE OF EXEMPTION

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

**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

**Project Title/Case No.:** Cannabis Retailer / Development Agreement No. 1900006, Change of Zone No. 1900035, and Conditional Use Permit No. 190010

**Project Location:** 19700 Temescal Canyon Road Corona, CA 92881

**Project Description:** DEVELOPMENT AGREEMENT NO. 1900006, AND CONDITIONAL USE PERMIT NO. 190010 – Exempt from the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD:CR) (0.20 – 0.35 FAR) – Location: North of Jolora Avenue, east of Temescal Canyon Road, south of El Cerrito Rd, and west of Arcadia St – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Development Agreement No. 1900006 is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. – APN: 277-110-040.

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

**Project Applicant & Address:** Derek Catalano – 4079 Shady Ridge CIR Corona, CA 92881

**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 15301, 15303, and 15061 (b)(3)
- Statutory Exemption (\_\_\_\_\_)
- Other:

**Reasons why project is exempt:** The proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures).

Mina Morgan \_\_\_\_\_ (951) 955-6035 \_\_\_\_\_  
County Contact Person Phone Number

Please charge deposit fee case#: ZEA No.42996 ZCFW No. 6364- County Clerk Posting Fee  
**FOR COUNTY CLERK'S USE ONLY**

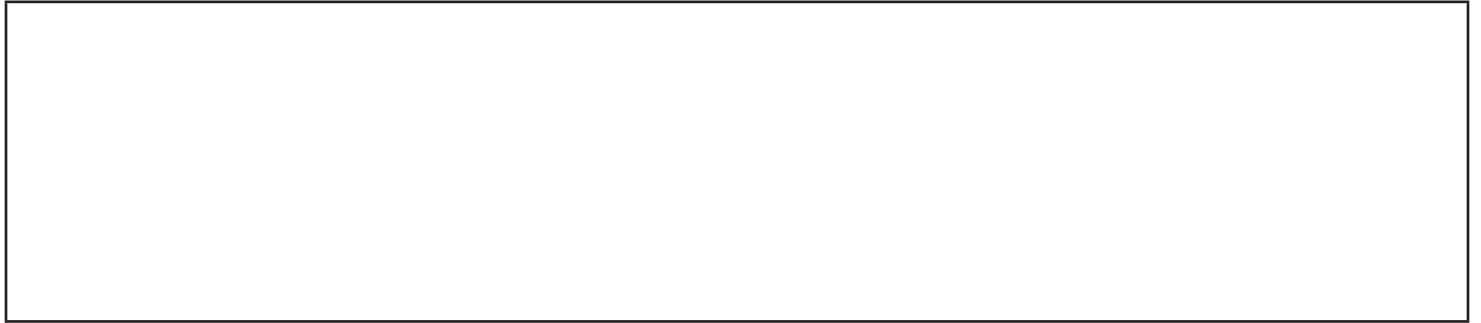
\_\_\_\_\_  
Signature Project Planner Title May 10, 2021 Date

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

NOTICE OF EXEMPTION

Page 2

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Y:\Planning Case Files-Riverside office\CUP190010\Hearing Package

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



AGENDA NO.  
**21.1**  
(MT 16775)

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. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Tentatively deny Development Agreement No. 1900006, a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Tentatively deny Conditional Use Permit No. 190010, a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26- acre lot with a parking lot and landscaping. APNs: 277-110-040, 277-110-017. District 2. The Chairman called the matter for hearing.

John Hildebrand, Planning Department Staff, presented the matter.

Eric Lightman, Applicant representative.

Derek Catalano, Applicant.

The following people spoke on the matter:

Travis Hill  
Lovetta Ward  
Robin Steele  
Robert Snyder  
Andrew Ballenge  
Jesse Ramirez

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, October 19, 2021, at 10:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 28, 2021 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: September 28, 2021  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
**21.1**



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



**ITEM: 21.1  
(ID # 16775)**

**MEETING DATE:**  
Tuesday, September 28, 2021

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Tentatively deny Development Agreement No. 1900006, a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Tentatively deny Conditional Use Permit No. 190010, a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26- acre lot with a parking lot and landscaping. APNs: 277-110-040, 277-110-017. District 2. [100% Applicant Funds]

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

1. **FIND** that denying Conditional Use Permit No. 190010 and Development Agreement No. 1900006 is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15270 (Projects Which Are Disapproved); and
2. **APPROVE** the Planning Commission's denial recommendation of and **TENTATIVELY DENY** Conditional Use Permit No. 190010 and Development Agreement No. 1900006 and direct the Planning Department and County Counsel to prepare denial findings for adoption consistent with the Board's action.

**ACTION:** Policy, Set for Hearing

  
John Hildebrand, Planning Director 9/8/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

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

**BACKGROUND:**

**Summary**

On June 16, 2021, the Planning Commission (Commission) voted 5-0 in favor of recommending denial of Conditional Use Permit No. 190010 and Development Agreement No. 1900006 to the Board of Supervisors (Board). The Board may approve, modify, or disapprove the recommendation of the Commission. If the Board approves the Commission's denial recommendation, upon direction of the Board, the Planning Department and County Counsel will prepare final denial findings for the Board's consideration and adoption on the Board's policy calendar later.

**Project Details**

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

Conditional Use Permit No. 190010 is a proposal to use an existing approximately 1,625 square-foot building for a commercial cannabis retailer storefront with off-street vehicle parking and landscaping on a 0.26-acre lot (APN 277-110-040) and the adjacent parcel for off-street vehicle parking on a 0.13-acre lot (APN 277-110-017). The interior of the proposed cannabis retail business would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms and an employee break area. The proposed project also includes a trash enclosure located within the perimeter, landscaping and, internal walkways. The properties are accessed from Temescal Canyon Road. The proposed cannabis retail business would operate between the hours of 6:00 am to 10:00 pm daily, in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (K), with deliveries daily during normal business hours, seven days per week.

The proposed project includes 30 off-street vehicle parking spaces, with 8 parking spaces proposed for the lot which includes the cannabis retail business (APN 277-110-040) and the remaining 22 spaces proposed on the adjacent parcel (APN 277-110-017). The parking requirement for a Cannabis Retail Storefront is 1 space per 200 square feet of gross floor area. (See Section 18.12 of Ordinance No. 348.) Based on the proposed size of the cannabis retail

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

storefront at 1,625 square-feet, a total of nine (9) parking spaces are required. The proposed 30 parking spaces for the project exceeds the parking requirement under Ordinance No. 348 by 21 parking spaces.

Planning Commission Hearings

After the duly noticed May 19, 2021 public hearing, after taking testimony from the applicant and public, the Commission continued the item to allow the applicant time to address the following concerns: security, additional landscaping and irrigation, architectural elements, and reconfiguration of the parking.

At the duly noticed June 16, 2021 public hearing, after taking testimony from the applicant and public, on June 16, 2021, the Commission recommended the Board deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006 based on the following: (1) the Project's location to the nearby preschool and elementary school and (2) the Project is detrimental to the public health, safety and general welfare of the community.

First, Ordinance No. 348 provides cannabis retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. (See Section 19.519 of Ordinance No. 348.) The distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. This location requirement may be modified with the approval of a variance pursuant to Ordinance No. 348 but the distance may not be less than state law, which requires a minimum of 600 feet. The project presented to the Commission on June 16, 2021 included APN 277-110-017 (with the 22 additional parking spaces), which is located 990.30 feet away from Olive Branch Christian School, a preschool and K-6 school. The applicant has not applied for a variance to allow a shorter distance between the project and the school. The project originally submitted by the applicant only included APN 277-110-040, which is 1,048.81 feet away from the school.

Second, Ordinance No. 348 provides no cannabis retailer can adversely affect or be detrimental to the health, safety, and general welfare of the public. (See Sections 18.28(D), 19.505, 19.506(B)(4), and 19.506(B)(2).) During the public hearings, members of the public expressed concerns with the proposed use for the property negatively impacting the children walking to and from school, traffic congestion and safety on Temescal Canyon Road, and crime in the residential neighborhood and general area. The Commission also expressed concerns regarding the timing of the widening of Temescal Canyon Road and the potential impact on the proposed use and its location. A representative of the Transportation Department stated the Temescal Canyon Road widening is in the final phase but still requires funding and may not be completed for five to six more years.

The applicant addressed the public comments by describing the conditions of approval for security guards, lighting, outreach in the community, and that the traffic impacts existed before the project.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Development Agreement**

Since the Commission recommended denial of Conditional Use Permit No. 190010, accordingly, the proposed Development Agreement No. 1900006 (DA) is also tentatively denied. A development agreement is only required if the associated conditional use permit is approved. Development Agreement No. 1900006 associated with Conditional Use Permit No. 190010 would have a term of 10 years (with the option for a five-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the project in accordance with the terms of the DA. In exchange, the DA would provide certain public benefits 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.

**Environmental**

This project is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15270 (Projects Which Are Disapproved) because the Planning Commission is recommending the Board of Supervisors deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006.

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the review and public hearing process by the Planning Department, Planning Commission and the Board of Supervisors.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- PLANNING COMMISSION MINUTES
- PLANNING COMMISSION MEMOS AND STAFF REPORTS
- CUP190010 SITE PLAN FLOOR AND ELEVATIONS PLAN EXHIBIT
- DISTANCE BETWEEN SCHOOL AND APN 277-110-040
- DISTANCE BETWEEN SCHOOL AND APN 277-110-017



Jason Farin, Principal Management Analyst

9/22/2021



Gregory L. Priantos, Director County Counsel

9/16/2021

## Boydd, April

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**From:** Ana Gaeta <ana@ufcw1167.org>  
**Sent:** Friday, September 24, 2021 11:06 AM  
**To:** COB  
**Subject:** UFCW 1167- Opposition to Denial of Item 21.1- CUP Application Number 190010  
**Attachments:** UFCW 1167- Letter of Support- CUP 190010.PDF; Signatures in Support- CUP 190010.pdf

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Clerk,

Attached you will find a letter from our UFCW 1167 President, Joe Duffle in support of CUP Application Number 190010 and in Opposition of Item 21.1 the tentative denial of the Shryne Group's application. We are also submitting over 60 signatures in support of their application and would like both documents to be read out loud in the public comment section for the Hearing.

Thank you,  
Ana

**Ana Gaeta (formerly Cabral)**  
Organizer  
UFCW Local 1167  
855 W. San Bernardino Ave.  
Bloomington, CA 92316  
(909) 877-5000 ext. 109  
**New email address:** [ana@ufcw1167.org](mailto:ana@ufcw1167.org)

Joe Duffie  
President



Matt Bruno  
Secretary-Treasurer

United Food and Commercial Workers Union

September 22, 2021

Dear Chairwoman Spiegel and Members of the County Board of Supervisors,

On behalf of the 21,000 members of the United Food and Commercial Workers Union (UFCW) Local 1167, we wish to express our strong support for The Shryne Group Inc.'s CUP Application Number 190010 to operate a cannabis business in Riverside County.

We are highlighting our support for the Shryne Group Inc. because of their dedication to strong labor standards for workers in the cannabis industry. The Shryne Group Inc. has prioritized the safety of their employees and customers by including commitments to maintain a safe and healthy workplace and to comply with state and local safety regulations, with mechanisms for workers to report any hazards through their union contract. In addition, the organization's leadership team is professional and has the experience needed to operate with the highest standards of regulatory compliance.

The Shryne Group Inc. shares our vision of empowering employees by creating a professional workforce. UFCW proudly represents employees in multiple of their locations across California. Locally, UFCW 1167 represents employees at the Shryne Group Inc.'s cannabis retail store, Authentic 909, this is the first unionized cannabis retail dispensary in the Inland Empire. This shows the Shryne Group Inc.'s commitment to providing stable unionized jobs with wages and benefits significantly above the industry average. They are also one of the few cannabis companies with an employer funded pension plan, which the UFCW helps to administrate.

UFCW's partnership with the Shryne Group Inc. raises standards for cannabis workers across California and we are proud to represent the workers at the forefront of the legal cannabis industry. The Shryne Group has a long track record of being a respectable community partner and they will be a tremendous asset to the employees, customers and other stakeholders of Riverside County. We strongly encourage the County of Riverside to approve the Shryne Group Inc.'s cannabis CUP Application 190010.

Finally, we had the opportunity to reach out to some of our members that live close to the proposed cannabis retail location on Temescal Canyon. As a result, we are submitting over sixty (60) signatures also in support of the Shryne Group Inc.'s CUP application.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Duffie', is written over a horizontal line.

Joe Duffie, President  
UFCW Local 1167

855 West San Bernardino Avenue • P.O. Box 1167, Bloomington, CA 92316

**Business Office:** (909) 877-5000 • Toll Free: (800) 698-UFCW • (Mon. - Fri. 8:30 a.m. - 4 p.m.)  
**Insurance:** Food and Meat (909) 877-1110 • Drug and General Sales (909) 877-2331



Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

As residents of the County of Riverside we are writing in support of applicant, Shryne Group Inc.- CUP Application Number 190010, to become a licensed cannabis operator in the County of Riverside in accordance with State and County Regulations.

The Shryne Group Inc. has worked with the United Food and Commercial Workers Union (UFCW) to negotiate industry-leading collective bargaining agreements that provide good paying jobs and that raise the standards for cannabis workers nationwide.

We are confident that once the Shryne Group Inc. is licensed to operate, they will continue to serve our community by providing jobs that pay living wages with guaranteed wage increases, retirement contributions and paid time off for workers to enjoy time with their families.

Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Glenda F	[REDACTED]	39	[Signature]
Anna Lindip	[REDACTED] 12893	17	[Signature]
Lina Rivalcaba	[REDACTED] #4	23	[Signature]
Jannie Johnson	[REDACTED] Ave.	4	[Signature]
Bob Peterson	[REDACTED] #612	29	[Signature]
Amber Abshire	[REDACTED] A	18	[Signature]
Patricia Hansen	[REDACTED]	11	[Signature]
Delaney George	[REDACTED]	17	[Signature]
Sue Bermudez	[REDACTED] #	22	[Signature]
Amanda Enriquez	[REDACTED] #	20	[Signature]
Romelito Maralino	[REDACTED]	6	[Signature]
April Ruiz	[REDACTED]	43	[Signature]
Arshelle Mon	[REDACTED]	4	[Signature]
Ethan McCloud	[REDACTED] S	18	[Signature]
Diana Mias	[REDACTED]	10	[Signature]

Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

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Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Nancy Perez	[REDACTED]	20 yrs	[Signature]
Elsa Mendez	[REDACTED] st	20 yrs	Elsa Mendez
Joe Cantu	[REDACTED]	7 yrs	Joe Cantu
Yichelle Silva	[REDACTED]	20 yrs	Yichelle Silva
Ruby Diaz	[REDACTED]	10 yrs	[Signature]
Johnny Youhann	[REDACTED]	10 years	[Signature]
Sandra Walker	[REDACTED]	25 years	Sandra Walker
Jesus Ramirez	[REDACTED]	15 years	[Signature]
Erik Valdivia	[REDACTED]	9 years	[Signature]
D. [REDACTED]	[REDACTED]		[Signature]
Maryam Chaudhry	[REDACTED]	18	Maryam
Christy Alonzo	[REDACTED]	3	Christy Alonzo
Janetia Serrano	[REDACTED]	5	[Signature]
Heather Hill	[REDACTED]	13 years	Heather Hill
Karla Jimenez	[REDACTED]	8 years	[Signature]



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Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Maryam Chaudhry	Corona, CA 92885	19	Maryam Chaudhry
Madison Lively	Corona, CA 92888	5	Madison Lively
Dawn Johnston	[Redacted] 92530 St	14	Dawn Johnston
Diana Miller	[Redacted] 92589	5	Diana Miller
Ann-Renee Bruner	[Redacted] 92883	2	Ann-Renee Bruner
Nikki Gallion	[Redacted] CA	5	Nikki Gallion
Daniel Peña	[Redacted] 92881 St	19	Daniel Peña
Barbara Holy	[Redacted] Temescal St 92579	20 yrs	Barbara Holy
Andrea Bondi	[Redacted]	2	Andrea Bondi
Jeffrey Bernard	[Redacted]	20	Jeffrey Bernard
Jeffrey Sanders	[Redacted]	4 yrs	Jeffrey Sanders
Pat Cross	[Redacted]	4 yrs	Pat Cross
HOWARD BUCHANAN	[Redacted] 2881	20	Howard Buchanan
Kassandra Mora	[Redacted] Corona	21	Kassandra Mora
Devon Solares	[Redacted]	18	Devon Solares

Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

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Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Vincent Salazar	[REDACTED]	20	[Signature]
Crystal Andrews	[REDACTED]	30	[Signature]
Alicia Meyer	[REDACTED]	20	[Signature]
[REDACTED]	[REDACTED]	21	[Signature]
Laura Kropko	[REDACTED]	18	Laura Kropko
Destiny Sopp	[REDACTED]	21	[Signature]
Natalie Vera	[REDACTED]	5	[Signature]
Steven Tap	[REDACTED] st	5	Steven Tap
Octavio Aguirre	[REDACTED]	6	[Signature]
[REDACTED] Amoso	[REDACTED] st	21	[Signature]
Brianna Galvan	[REDACTED] st	12	[Signature]
Mitchell Laskins	[REDACTED] rd #26	28	[Signature]
Jean Mawfess	[REDACTED] rd	30	[Signature]
Treppin Rodriguez	[REDACTED] st	21	[Signature]
Anthony Buzani	[REDACTED]	19	[Signature]



11:39

# 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: TRAVIS Hill

Address: 19912 CARMELITA AVE

City: CORONA Zip: 92881

Phone #: 562-412-5048

Date: 9/28/2021 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: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on “Agenda” Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

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## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board’s Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk’s Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead “Elmo” projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

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11:42

# 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: Lovetta Ward

Address: 7580 Marilyn Dr

City: Corona Zip: 92881

Phone #: 951-847-4779

Date: 9/20/21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

       Support        X   Oppose             Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

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

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11:45

# 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: Robin Steele

Address: 19801 Carmelita Ave

City: Corona Zip: 92881

Phone #: 951 265 7309

Date: 9/27 2021 Agenda # 26.1

### 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:

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



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11:48

# 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: Robert Snyder

Address: 19740 Carmelita ave

City: Corona Zip: 92881

Phone #: 951 371-0539

Date: 9-28-21 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:

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Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

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Rec'd @ 11:30 a.m.

# 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: Andrew Ballenge

Address: 14518 Carmelita Ave.

City: CORONA Zip: 92881

Phone #: 951-203-0445

Date: 9-28-21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

       Support      X   Oppose           Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

       Support      X   Oppose           Neutral

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

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

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Received @ 11:35

## 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: Jesse Ramirez

Address: 610 E 7th

City: Corona Zip: 92879

Phone #: 951 8082448

Date: 9/28/2021 Agenda # 21-1

PLEASE STATE YOUR POSITION BELOW:

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

Support       Oppose       Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support       Oppose       Neutral

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

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## Maxwell, Sue

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**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 9:45 PM  
**To:** COB; derekcat26@gmail.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Derek  
Last Name: Catalano  
Address (Street, City and Zip): 19594 Temescal Canyon Rd Corona Ca 92881  
Phone: 951 415 0064  
Email: derekcat26@gmail.com  
Agenda Date: 09/29/2021  
Agenda Item # or Public Comment: Dispensary  
State your position below: Support  
Comments: I would like to inform the general public that we are committed to public safety and helping with the funding and also mention the large majority of existing business support in El Cerrito.  
Thank You

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210928. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**



## Maxwell, Sue

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**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 12:48 PM  
**To:** COB; Ricardo Cisneros  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Ricardo  
Last Name: Cisneros  
Address (Street, City and Zip): 16536 Century St, Moreno Valley, 92551  
Phone: 9513339657  
Email: rcisneros@ielabor.org  
Agenda Date: 09/28/2021  
Agenda Item # or Public Comment: #21.1  
State your position below: Oppose  
Attachments (Must be .pdf, .doc, or .docx): [IELC-UFCW-Support-RIVCO.pdf](#)

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I N L A N D E M P I R E  
**LABOR COUNCIL**  
W E A R E O N E M O V E M E N T

1074 East La Cadena Drive, Suite 1 • Riverside, CA 92507  
Ph (909) 825-7871 • FAX (909) 825-0110  
E-mail: [ielc@ielabor.org](mailto:ielc@ielabor.org) • Website: [www.ielabor.org](http://www.ielabor.org)

**RICARDO CISNEROS**  
*Executive Secretary-Treasurer*

September 28, 2021

County of Riverside Board of Supervisors  
County Administrative Center, 1st. Floor - Board Chambers  
4080 Lemon Street  
Riverside, California 92501

Re: Agenda Item #21.1 Oppose Denial of Conditional Use Permit No. 190010

Dear Riverside County Board of Supervisors,

On behalf of the Inland Empire Labor Council AFL-CIO and the over 300,000 union working families in San Bernardino and Riverside Counties, I am writing in support of in support of the Shryne Group Inc.'s application for Conditional Use Permit No. 190010.

The Inland Empire region has a long history of seeing the transformation of our economy from agricultural to logistics. This transformation has not necessarily resulted in establishing good jobs with benefits where residents from our community can live, work, and retire here. The legal cannabis industry is a newly regulated market that can change that in our region by providing good jobs that have strong wages and benefits that can't be outsourced. The legal cannabis industry provides workers with transferable skills that are cutting edge in other industries. This is vital to diversifying our economy and lifting families out of poverty.

The legal cannabis industry has employers, like the Shryne Group Inc, that are leading the way as to what a good employer model is. The Shryne Group Inc provides their workers with paid holidays, paid vacation days, wage increases, and worker representation in the workplace. This kind of leadership has proven to be critical especially during this COVID-19 pandemic and our continued recovery. These are the kind of employers that our region needs and should attract to thrive.

The Inland Empire Labor Council, AFL-CIO, representing working families from the Public, Private, and Building Trades sectors, OPPOSES the denial of Conditional Use Permit No. 190010 and request that you support the approval of the Shryne Group Inc's application for a dispensary.

Sincerely,

Ricardo Cisneros  
Executive Secretary-Treasurer  
Inland Empire Labor Council, AFL-CIO

**Maxwell, Sue**

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 8:37 PM  
**To:** COB; brendenarchuleta87@gmail.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Brenden  
Last Name: Archuleta  
Address (Street, City and Zip): 19750 francisca Ave. corona ca 92881  
Phone: 95103106149  
Email: brendenarchuleta87@gmail.com  
Agenda Date: 09/28/2021  
Agenda Item # or Public Comment: 1900010  
State your position below: Oppose

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210928. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Maxwell, Sue

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 6:38 PM  
**To:** COB; eric.lightman@shrynegroup.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



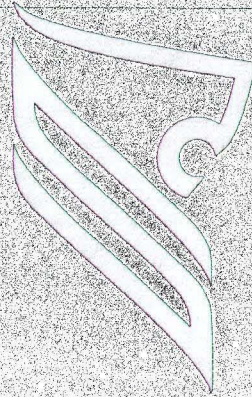
First Name: Eric  
Last Name: Lightman  
Address (Street, City and Zip): 728 E Commercial St  
Phone: 215-582-7666  
Email: eric.lightman@shrynegroup.com  
Agenda Item # or Public Comment: 1  
State your position below: Support  
Comments: I will be presenting on behalf of the applicant. I have a short powerpoint I plan to share.  
Attachments (Must be .pdf, .doc, or .docx): [Shryne-Group-Riverside-current.pdf](#)

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CUP NO. 190010 / DA NO. 1900006

APPLICANT: Dana and Derek Catalano

OPERATOR: Shryne Group Inc.

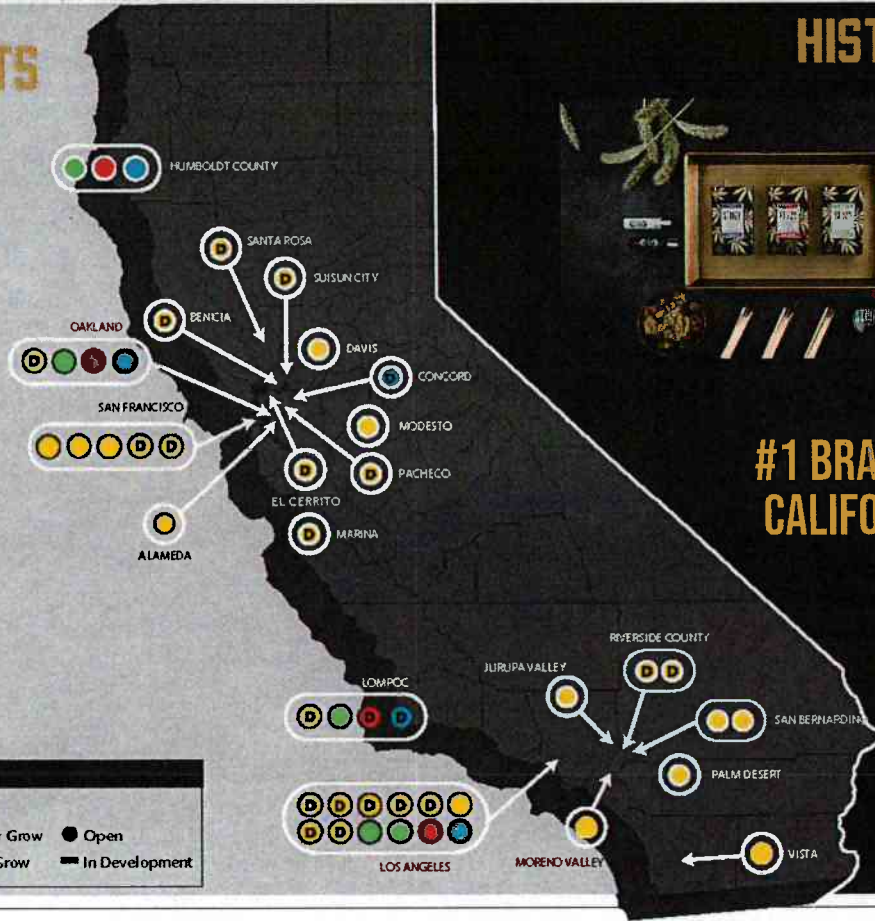


SHRYNE  
GROUP  
INC.

# BUSINESS PLAN – OPERATIONAL EXPERIENCE

## SHRYNE GROUP ASSETS

- CULTIVATION**
  - Humboldt County
  - Los Angeles One
  - Oakland
    - Los Angeles Two
    - Lompoc
- MANUFACTURING**
  - Humboldt County
  - Los Angeles
  - Oakland
    - Lompoc
- DISTRIBUTION**
  - Humboldt County
  - Los Angeles
  - Oakland
    - Concord
    - Lompoc
- RETAIL**
  - Alameda
  - Davis
  - Jurupa Valley
  - Modesto
  - Moreno Valley
  - Los Angeles
  - Palm Desert
  - San Bernardino (2)
  - San Francisco (3)
  - Vista
    - Benicia
    - El Cerrito
    - Lompoc
    - Los Angeles (7)
    - Marina
    - Oakland
    - Pacheco
    - Riverside County (2)
    - San Francisco (2)
    - Santa Rosa
    - Suisun City



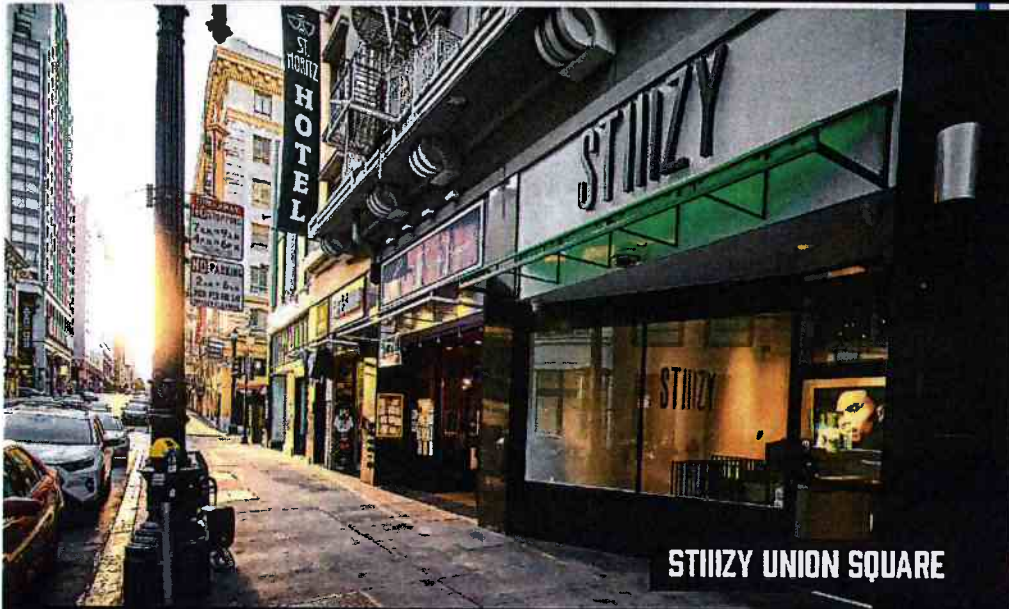
## HISTORY OF SUCCESS



**#1 BRAND IN CALIFORNIA**



# WORLDCLASS EXPERIENCE



STIIZY UNION SQUARE



STIIZY LOS ANGELES

OVER 60 SOPS FOR EACH RETAIL STORE  
= 0 COMPLIANCE INFRACTIONS

VERTICAL INTEGRATION  
= HIGH QUALITY PRODUCTS AT AFFORDABLE PRICES

NO. 1  
BRAND IN THE COUNTRY

LUXURY SHOPPING EXPERIENCE

CA BEST \$18M ANNUAL REVENUE PER STORE

## LABOR AND EMPLOYMENT PLAN

### SHRYNE GROUP OFFERS GREAT BENEFITS

72 HOURS OF PTO PER YEAR, MEDICAL/DENTAL  
BENEFITS & PENSION PLAN

**\$50K TO \$70K**  
MANAGERS ANNUAL SALARY

**40-50**  
AVAILABLE JOBS

**\$17.50 TO \$24.50**  
HOURLY RATE RETAIL EMPLOYEES EARN

**85%**  
LOCALLY HIRED

**JOB OPPORTUNITIES AVAILABLE AT CORPORATE OFFICES**



**UNIONIZED WITH THE  
UFCW**



# EMPLOYEE EDUCATION AND DEVELOPMENT

## PROMOTE FROM WITHIN

22 CURRENT HQ CORPORATE EMPLOYEES BEGAN AS RETAIL ASSOCIATES



MINIMUM 80 HOURS OF TRAINING  
FROM OUR TRAINING FACILITY



SAFE USAGE, SCIENCE OF CANNABIS,  
AND COMPLIANCE EMPHASIZED



STATE OF THE ART TRAINING FACILITY  
WITH MOCK STORES

# SAFETY IS PRIORITY #1



0

**BREAK-INS**

OR ROBBERIES AT ALL LOCATIONS  
DESPITE CIVIL UNREST

# HISTORY OF COMMUNITY BENEFITS



HELPING LOS ANGELES HOMELESS DURING A HEATWAVE



HELPING U.S. MILITARY VETERANS WITH FOOD AND ESSENTIALS



HELPING ESSENTIAL WORKERS WITH HAND SANITIZER AND FOOD

THANK YOU



[WWW.SHRYNEGROUP.COM](http://WWW.SHRYNEGROUP.COM)

**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 Chamber, Riverside County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, September 28, 2021 at 10 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommendation to disapprove **Conditional Use Permit No. 190010 and Development Agreement No. 1900006**. Conditional Use Permit No. 190010 proposed a project to occupy an existing 1,625 sq. ft. building as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. Development Agreement No. 1900006 proposed that the applicant enter into a development agreement with the County consistent with Board of Supervisors' Policy B-9 to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006 for a term of 10 years and would provide community benefits to the Highgrove area. This proposed project is located northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street in the Second Supervisorial District.

The Riverside County Planning Department recommends that the Board of Supervisors **Find** that action on the project is **EXEMPT** from the **California Environmental Quality Act (CEQA)** and disapprove **Conditional Use Permit No. 190010 and Development Agreement No. 1900006**.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

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

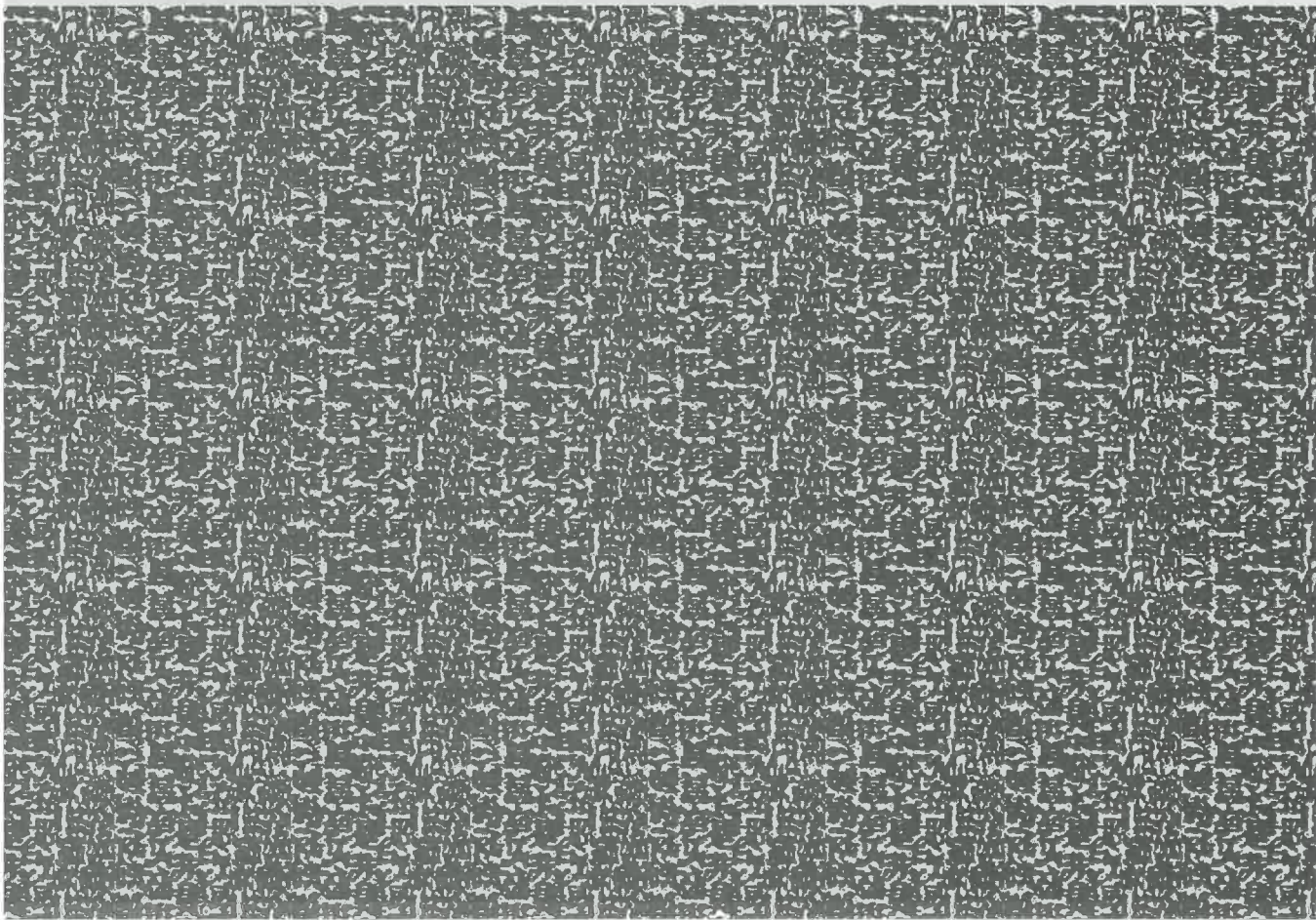
Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, and Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: September 14, 2021

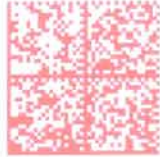
Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

Planning 9/28/21 Item 2



Riverside County Clerk of the Board  
 County Administrative Center  
 4080 Lemon Street, 1<sup>st</sup> Floor Annex  
 P. O. Box 1147  
 Riverside, CA 92502-1147

PRESORTED  
 FIRST CLASS

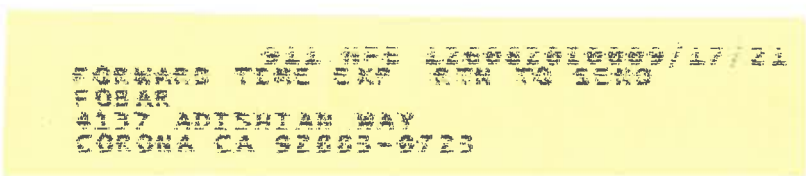


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**PUBLIC HEARING NOTICE**  
*This may affect your property*

COUNTY OF SUPERVISORS  
 2021 SEP 20 AM 11:29

277110053  
 CHRISTOPHER MICHAEL FOBAR  
 19576 ARCADIA ST  
 CORONA CA 92881



**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

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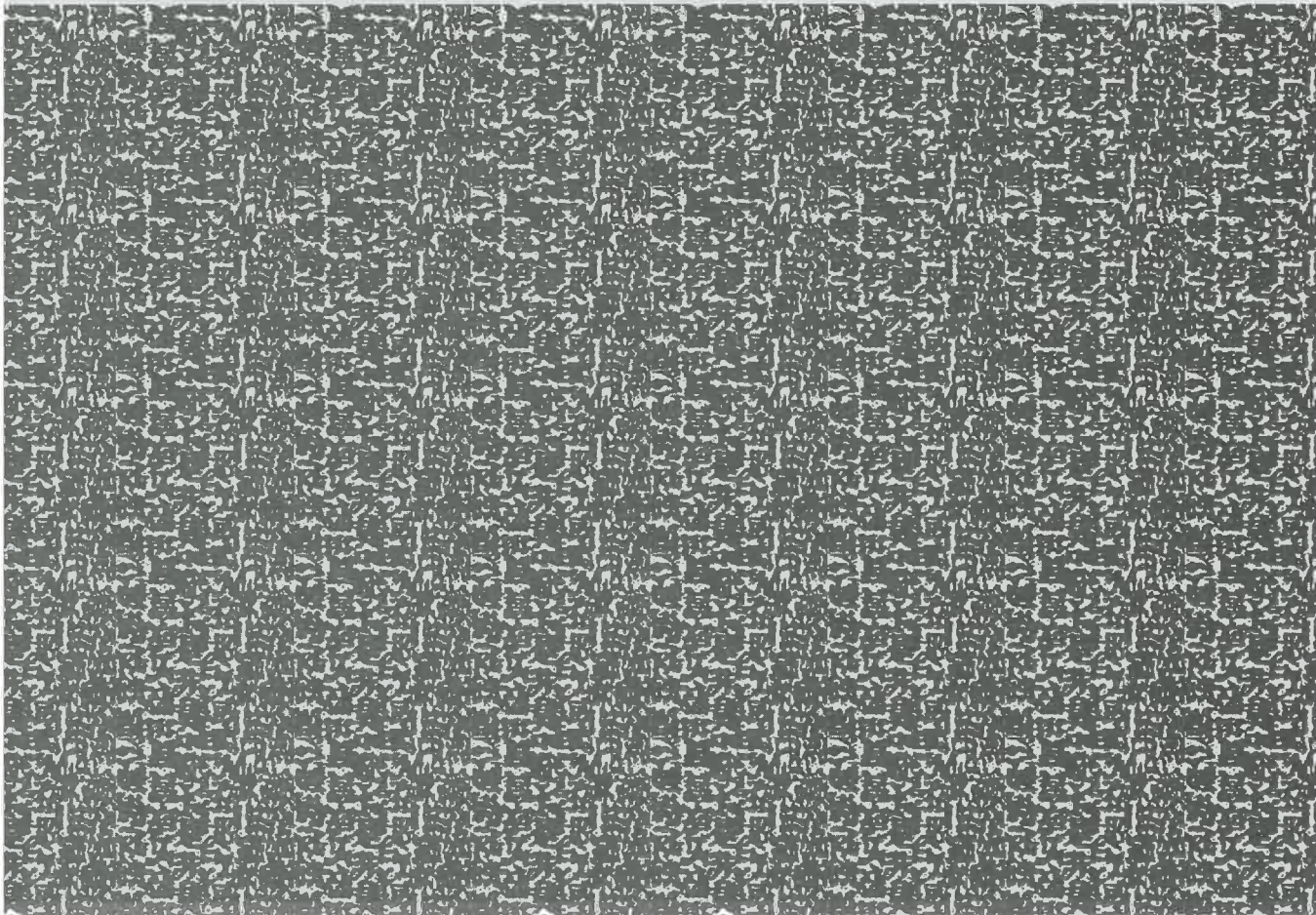
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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, and Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: September 14, 2021

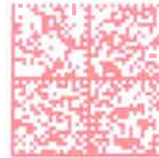
Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

*planning 9/28/21 item 2*



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

PRESORTED  
FIRST CLASS



U.S. POSTAGE PITNEY BOWES

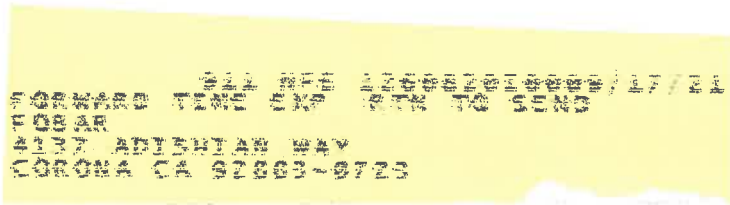


ZIP 92504 \$ 000.4  
02 4W  
0000348270 SEP 16 2

**PUBLIC HEARING NOTICE**  
*This may affect your property*

CLERK / BOARD OF SUPERVISORS  
2021 SEP 20 AM 11:29

277110053  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881





**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT**

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The Riverside County Planning Department recommends that the Board of Supervisors **Find** that action on the project is **EXEMPT** from the **California Environmental Quality Act (CEQA)** and **disapprove Conditional Use Permit No. 190010 and Development Agreement No. 1900006.**

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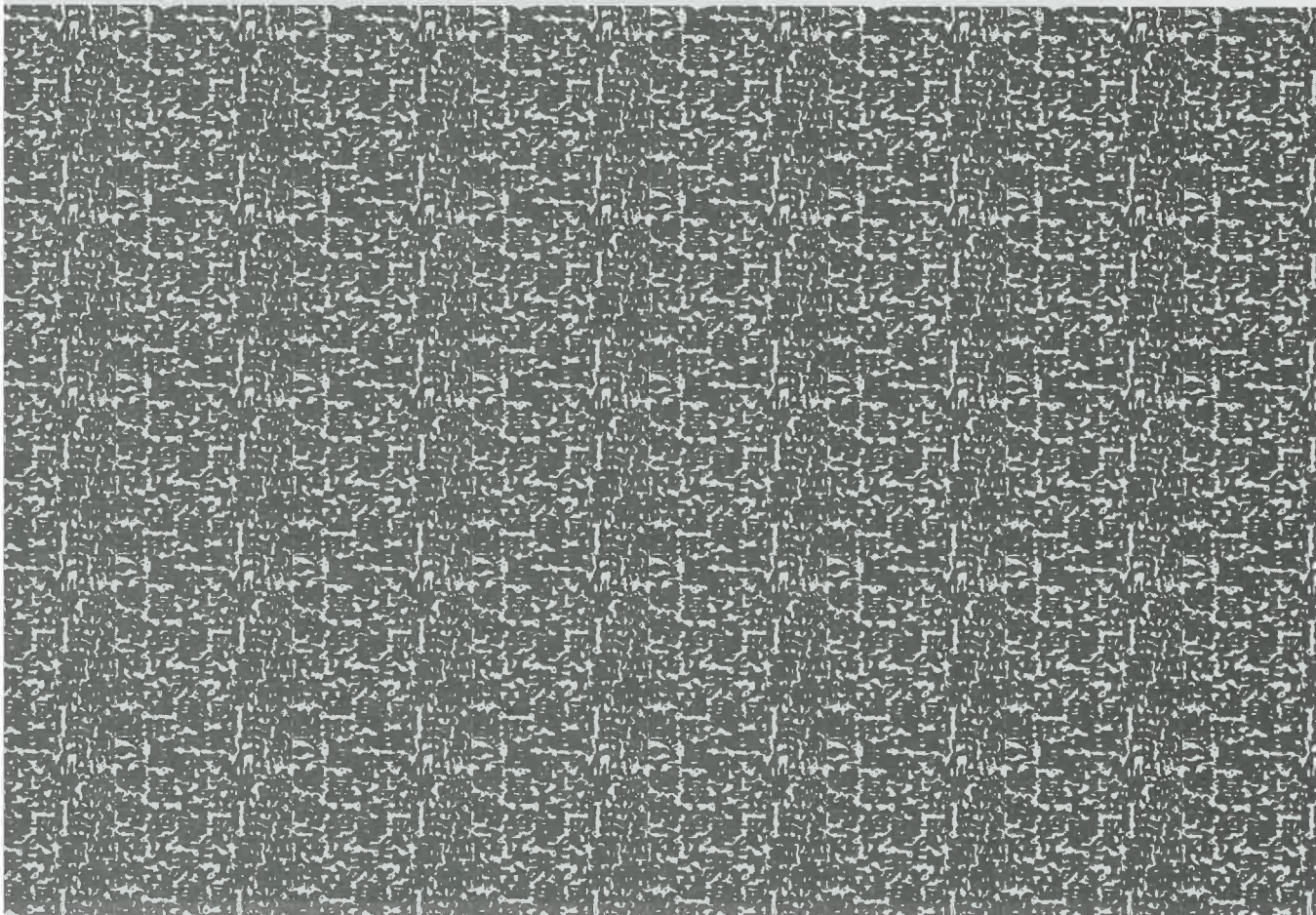
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Dated: September 14, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

planning 9/28/21 item 2



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

PRESORTED  
FIRST CLASS



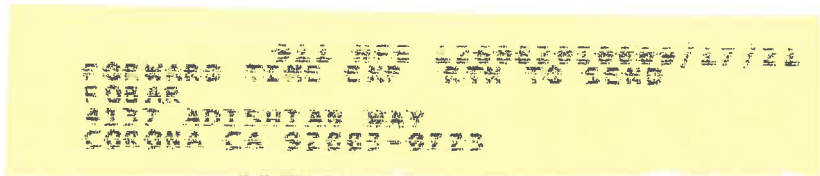
U.S. POSTAGE PITNEY BOWES

ZIP 92504 \$ 000.4  
02 4W  
0000348270 SEP 16 2

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CITY OF RIVERSIDE COUNTY CLERK / BOARD OF SUPERVISORS  
2021 SEP 20 AM 11:29

277110053  
CHRISTOPHER MICHAEL FOBAF  
19576 ARCADIA ST  
CORONA CA 92881



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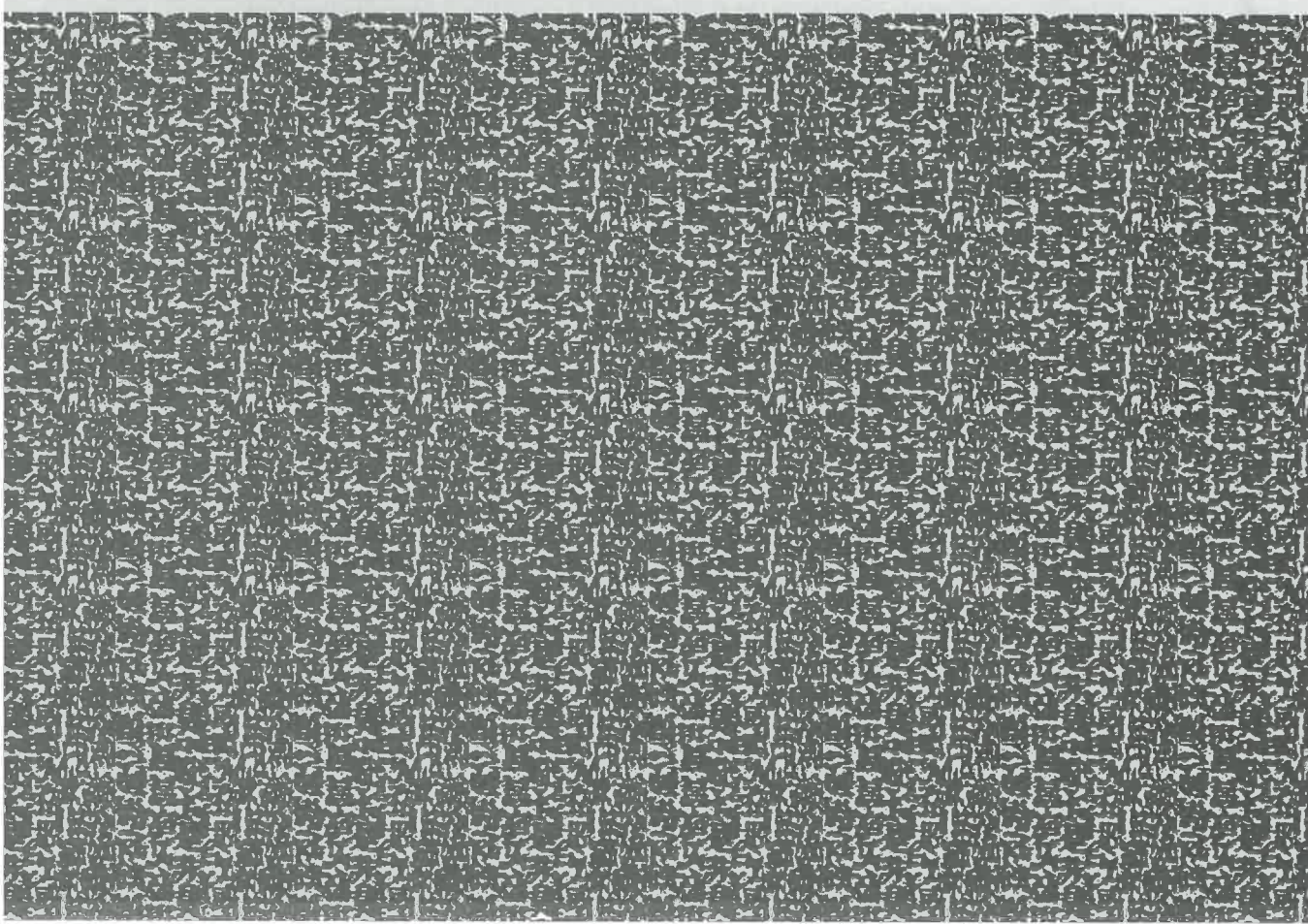
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Dated: September 14, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

*Planning 9/28/21 11*



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

PRESORTED  
FIRST CLASS

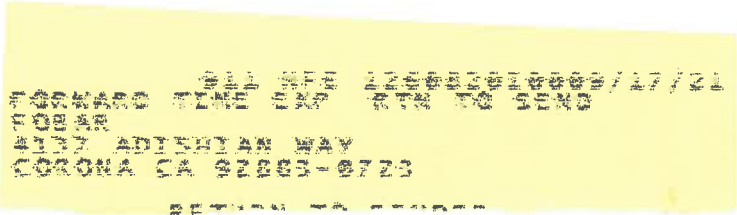


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**PUBLIC HEARING NOTICE**  
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CLERK / BOARD OF SUPERVISORS  
2021 SEP 20 AM 11:29

277110052  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881



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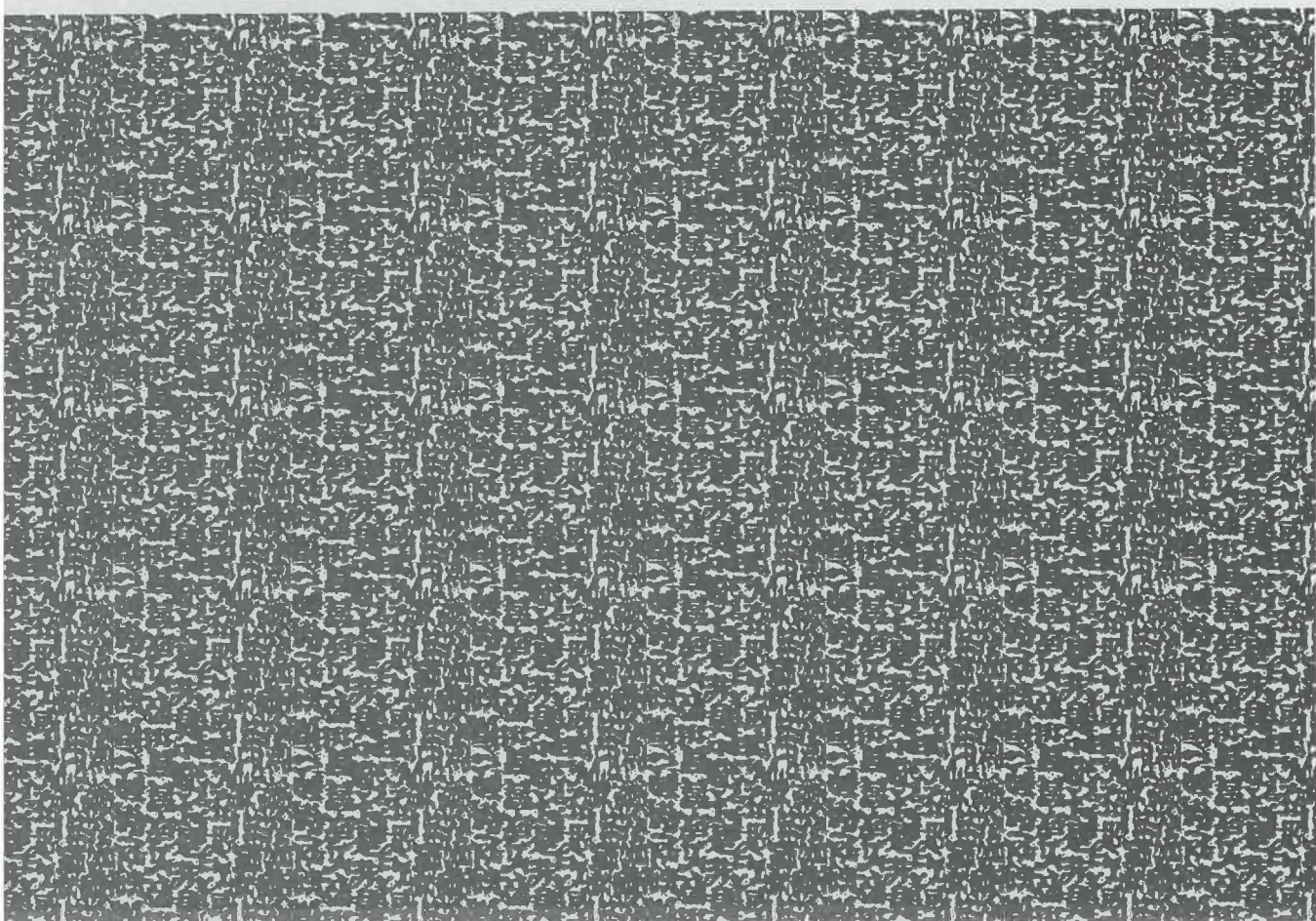
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Dated: September 14, 2021

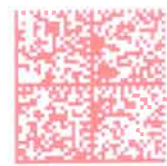
Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

Planning 9/28/21 item



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

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FIRST CLASS

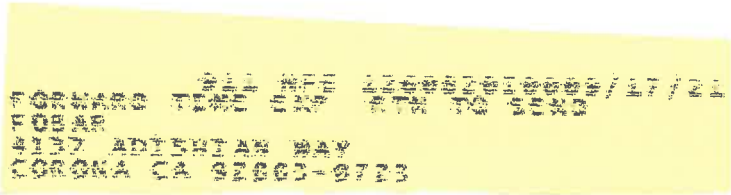


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CLERK / BOARD OF SUPERVISORS  
2021 SEP 20 AM 11:29

277110053  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881



277110004  
ROGELIO WENCES  
6724 MORRILL AVE  
WHITTIER CA 90606

277110021  
FORREST LYNN JENSEN  
7486 SMERBER RD  
CORONA CA 92881

277110034  
FRANK J. BARTOLINI  
19660 ARCADIA ST  
CORONA CA 92881

277110050  
DENNIS WOODLAND  
19760 TEMESCAL CANYON RD  
CORONA CA 92881

277110054  
MARILYN A. MATHENY  
19731 JOLORA AVE  
CORONA CA 92881

277110064  
ALIX D. SINGH  
19600 ARCADIA ST  
CORONA CA 92881

277110001  
LAWRENCE HAYDEN  
7891 MINNESOTA RD  
CORONA CA 92881

277110022  
MARK F. SAUER  
19720 TEMESCAL CANYON RD  
CORONA CA 92881

277110036  
MICHAEL V. CRUZ  
19650 ARCADIA ST  
CORONA CA 92881

277110053  
CHRISTOPHER MICHAEL FOBAR  
19576 ARCADIA ST  
CORONA CA 92881

277151001  
RICHARD FLYNN  
19540 CARMELITA AVE  
CORONA CA 92881

277151012  
J & D REAL ESTATE HOLDINGS  
1164 KINDRICK CT  
CORONA CA 92883

277151014  
KRISTIAN GARCIA  
7834 MARILYN DR  
CORONA CA 92881

277152007  
CYNTHIA M. RODARTE  
7901 MARILYN DR  
CORONA CA 92881

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Dated: September 14, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

Planning 9/28/21 Item 21-1



# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

## PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOTICE OF PUBLIC HEARING: CUP190010 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

09/18/2021

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

Date: September 18, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0011488593-01

P.O. Number:

Ad Copy:

## NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE TEMESCAL CANYON AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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Dated: September 14, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant  
Press-Enterprise: 9/18

Planning  
Item 21.1  
9/28/21

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
**ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2021 SEP 27 PM 1:17

Receipt #: 21-443654

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: CLERK OF THE BOARD OF SUPERVISORS Date: 09/14/2021

County Agency of Filing: RIVERSIDE Document No: E-202100971

Project Title: CONDITIONAL USE PERMIT NO. 190010 AND DEVELOPMENT AGREEMENT NO. 1900006

Project Applicant Name: CLERK OF THE BOARD OF SUPERVISORS Phone Number: (951) 955-0314

Project Applicant Address: 4080 LEMON STREET, 1ST FLOOR, ROOM 127, RIVERSIDE, CA 92501

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report
- Negative Declaration
- Application Fee Water Diversion (State Water Resources Control Board Only)
- Project Subject to Certified Regulatory Programs
- County Administration Fee
- Project that is exempt from fees (DFG No Effect Determination (Form Attached))
- Project that is exempt from fees (Notice of Exemption)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$0.00

**Total Received** \_\_\_\_\_ **\$0.00**

Signature and title of person receiving payment: James D. [Signature] Deputy

Notes:

9/28/21 21.1  
2022-2-151494



Lead Agency: Clerk of the Board of Supervisors  
ATTN: Steven Jones  
Address: 4080 Lemon Street, 1st Floor, Room 127  
Riverside, CA. 92501

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202100971  
09/14/2021 04:25 PM Fee: \$ 0.00  
Page 1 of 2

Removed 9/20/21 By: *Lizzy Swager* Deputy



(SPACE FOR CLERK'S USE)

### Project Title

CONDITIONAL USE PERMIT NO. 190010 AND  
DEVELOPMENT AGREEMENT NO. 1900006

### Filing Type

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

### 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, September 28, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommendation to disapprove **Conditional Use Permit No. 190010 and Development Agreement No. 1900006**. Conditional Use Permit No. 190010 proposed a project to occupy an existing 1,625 sq. ft. building as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. Development Agreement No. 1900006 proposed that the applicant enter into a development agreement with the County consistent with Board of Supervisors' Policy B-9 to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006 for a term of 10 years and would provide community benefits to the Highgrove area. This proposed project is located northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street in the Second Supervisorial District.

The Riverside County Planning Department recommends that the Board of Supervisors Find that action on the project is **EXEMPT** from the **California Environmental Quality Act (CEQA)** and disapprove **Conditional Use Permit No. 190010 and Development Agreement No. 1900006**.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT STEVEN JONES, PRINCIPAL PLANNER, AT (951) 955-0314 OR EMAIL [SJONES@RIVCO.ORG](mailto:SJONES@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, and Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: September 14, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

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



AGENDA NO.  
**21.1**  
(MT 17370)

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. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – APNs: 277-110-040, 277-110-017, 277-110-015. District 2. The Chairman called the matter for hearing.

The following people spoke on the matter:

Lovetta Ward  
Jana Walchle  
Robin Steele  
Brenden Archuleta

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued off calendar.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 19, 2021 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 19, 2021  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Priscilla Raso* Deputy

AGENDA NO.  
**21.1**

xc: Planning, COB

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



ITEM: 21.1  
(ID # 17370)

MEETING DATE:  
Tuesday, October 19, 2021

FROM : TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Continue the proposed project off-calendar. APNs: 277-110-040, 277-110-017, 277-110-015. District 2. [Applicant Fees 100%]

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

1. **CONTINUE** the proposed project off-calendar.

**ACTION:** Policy, Set for Hearing

  
John Hildebrand, Planning Director 10/7/2021

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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 Fees 100%			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

On June 16, 2021, the Planning Commission (Commission) voted 5-0 in favor of recommending denial of Conditional Use Permit No. 190010 and Development Agreement No. 1900006 to the Board of Supervisors (Board). On September 28, 2021, the Board of Supervisors (Board) voted 5-0 in favor of continuing the item to October 19, 2021. The applicant now requests to continue the item off-calendar in order to process a variance for the project. Once the Planning Commission makes a recommendation on the project, the Board may approve, modify, or disapprove the recommendation of the Commission.

**Project Details**

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

Conditional Use Permit No. 190010 is a proposal to use an existing approximately 1,625 square-foot building for a commercial cannabis retailer storefront with off-street vehicle parking and landscaping on a 0.26-acre lot (APN 277-110-040) and the adjacent parcel for off-street vehicle parking on a 0.13-acre lot (APN 277-110-017). The interior of the proposed cannabis retail business would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms and an employee break area. The proposed project also includes a trash enclosure located within the perimeter, landscaping, and internal walkways. The properties are accessed from Temescal Canyon Road. The proposed cannabis retail business would operate between the hours of 6:00 am to 10:00 pm daily, in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (K), with deliveries daily during normal business hours, seven days per week.

**Planning Commission Hearings**

After the duly noticed May 19, 2021 public hearing, after taking testimony from the applicant and public, the Commission continued the item to allow the applicant time to address the following concerns: security, additional landscaping and irrigation, architectural elements, and reconfiguration of the parking.

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

At the duly noticed June 16, 2021 public hearing, after taking testimony from the applicant and public, on June 16, 2021, the Commission recommended the Board deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006 based on the following: (1) the Project's location to the nearby preschool and elementary school and (2) the Project is detrimental to the public health, safety, and general welfare of the community.

First, Ordinance No. 348 provides cannabis retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. (See Section 19.519 of Ordinance No. 348.) The distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. This location requirement may be modified with the approval of a variance pursuant to Ordinance No. 348, but the distance may not be less than state law, which requires a minimum of 600 feet. The project presented to the Commission on June 16, 2021 included APN 277-110-017 (with the 22 additional parking spaces), which is located 990.30 feet away from Olive Branch Christian School, a preschool and K-6 school. The applicant has added a second adjacent site (APN 277-110-105) to accommodate the proposed additional parking, for a total of three adjoining sites and seeks to apply for a variance to allow a shorter distance between the project and the school, not less than the State law minimum allowed 600 feet. The project originally submitted by the applicant only included APN 277-110-040, which is 1,048.81 feet away from the school.

Second, Ordinance No. 348 provides no cannabis retailer can adversely affect or be detrimental to the health, safety, and general welfare of the public. (See Sections 18.28(D), 19.505, 19.506(B)(4), and 19.506(B)(2).) During the public hearings, members of the public expressed concerns with the proposed use for the property negatively impacting the children walking to and from school, traffic congestion and safety on Temescal Canyon Road, and crime in the residential neighborhood and general area. The Commission also expressed concerns regarding the timing of the widening of Temescal Canyon Road and the potential impact on the proposed use and its location. A representative of the Transportation Department stated the Temescal Canyon Road widening is in the final phase but still requires funding and may not be completed for five to six more years.

The applicant addressed the public comments by describing the conditions of approval for security guards, lighting, outreach in the community, and that the traffic impacts existed before the project.

**Development Agreement**

A development agreement is only required if the associated conditional use permit and variance request are approved. Development Agreement No. 1900006 associated with Conditional Use Permit No. 190010 would have a term of 10 years (with the option for a five-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the project in accordance with the terms of the DA. In exchange, the DA would provide certain public benefits go beyond the basic requirements of the County including annual public benefit payments,



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

which would be used for additional public safety services, infrastructure improvements or community enhancement programs.

**Environmental**

The project had been considered exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15270 (Projects Which Are Disapproved) because the Planning Commission recommended the Board of Supervisors deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006. With the addition of the variance, an environmental assessment will occur to make the appropriate recommendation prior to Commission recommendation.

**Impact on Citizens and Businesses**

The impacts of this project will be evaluated through the review and public hearing process by the Planning Department, Planning Commission, and the Board of Supervisors.

**SUPPLEMENTAL:**


**Additional Fiscal Information**

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



Jason Farin, Principal Management Analyst

10/13/2021



Gregory L. Priamos, Director County Counsel

10/7/2021

Robert Washam  
19780 Temescal Canyon Road  
El Cerrito, California 92881  
(951) 531-7205

Karen Spiegel  
Riverside County Supervisor, District 2  
4080 Lemon Street  
Riverside, CA 92502

Re: **Opposition to Conditional Use Permit No. 190010 for a Dispensary at 19700 Temescal Canyon Road**

Dear Ms. Spiegel:

My family and I just learned about Mr. Catalano's Conditional Use Permit No. 190010 at 19700 Temescal Canyon Road, El Cerrito and we are totally against it. The area, especially in front of my house, is already a dangerous place to walk and drive due to the current traffic situation which has increased over the time I have lived here and we know that traffic will only increase and become more dangerous if the CUP is approved. Marijuana dispensaries draw a lot of business and this one will be no different. There has been a lot of development in this area that has impacted the traffic on Temescal Canyon Road and the street is used as relief from the traffic on 15 Interstate. The Dispensary will draw a lot of people in cars from early in the morning to late at night, and Temescal Canyon Road will be even more congested than it is right now. It will be especially congested at peak times, when it is bumper to bumper traffic for hours at a time.

I speak from first-hand experience when it comes to how dangerous Temescal Canyon Road is in the area of my residence and Mr. Catalano's property. I have lived 4 doors down from what is now Mr. Catalano's used-car lot for over ten years. On November 21, 2017, at approximately 6:15 pm, my long-time girlfriend of 27 years, Lorrie Danley, was struck and killed by a vehicle traveling northbound on Temescal Canyon Road as she was walking to the bus stop. The driver of the car, who remained at the scene, stated that he simply did not see Lorrie walking along the side of the road prior to striking her. According to the police report of the accident, speeding, drugs and alcohol were not a factor in the crash.

I feel that the accident was caused by the conditions of Temescal Canyon Road which is a very narrow road with one lane of travel in each direction, and no curbs or sidewalks. The accident occurred as it was getting dark. There are no street lights for blocks up and down either side of the street. If there had been a sidewalk Lorrie would have used it and maybe she would not have been killed. If the Conditional Use Permit is approved and a dispensary is open for business at 19700 Temescal Canyon Road, traffic will increase, more accidents will happen, and more people will be senselessly killed, which was the case with Lorrie.

Lorrie was 62 years old at the time of her death. We had lived together for over 27 years. We were committed to each other and had every intention of spending the rest of our lives together. Her death

10/19/21

21.1

caused an unexpected shock to my life and in some ways I may never recover completely. My family feels the same and we miss her every day.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Washam". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert Washam

Cindy Jones  
19780 Temescal Canyon Road  
El Cerrito, California 92881  
(951) 531-3851

Karen Spiegel  
Riverside County Supervisor, District 2  
4080 Lemon Street  
Riverside, CA 92502

Re: **Opposition to Conditional Use Permit No. 190010 for a Dispensary at 19700 Temescal Canyon Road**

Dear Ms. Spiegel:

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I speak from first-hand experience when it comes to how dangerous Temescal Canyon Road is in the area of my residence and Mr. Catalano's property. I have lived 4 doors down from what is now Mr. Catalano's used-car lot for many years. On November 21, 2017, at approximately 6:15 pm, my good friend and brother's girlfriend of 27 years, Lorrie Danley, was struck and killed by a vehicle traveling northbound on Temescal Canyon Road as she was walking to the bus stop. Her body was dragged by the vehicle that struck her. The driver of the car, who remained at the scene, stated that he simply did not see Lorrie walking along the side of the road prior to striking her. According to the police report of the accident, speeding, drugs and alcohol were not a factor in the crash.

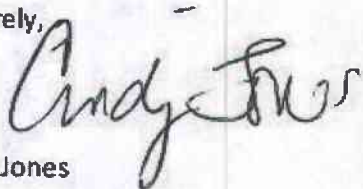
I feel that the accident was caused by the conditions of Temescal Canyon Road which is a very narrow road with just one lane of travel in each direction, and no curbs, sidewalks or cross walks. The accident occurred as it was getting dark. There are no street lights for blocks up and down either side of the street. If there had been a sidewalk or curbs Lorrie would have used it and she probably would not have been killed. If the Conditional Use Permit is approved and a dispensary open for business, traffic will increase, more accidents will happen, and more people will be senselessly killed, which is what happened with Lorrie.

It was traumatic for all of us to see Lorrie's body lying in the street after she had been dragged and it was hard to see my brother witness the death of his girlfriend and struggle with losing her. Lorrie was

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62 years old at the time of her death. She and my brother had lived together for over 27 years and she was an important part of our family. Lorrie and I were like sisters and we loved and cared about each other. She was a big support to me and my children and grandchildren. Her death caused an unexpected shock to our lives and our family will never be the same. We miss her every day and will remember with love always.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Jones". The signature is written in black ink and is positioned to the right of the typed name.

Cindy Jones

Marilyn Matheny  
19731 Jolora  
El Cerrito, California 92881  
(951) 531-3851

Karen Spiegel  
Riverside County Supervisor, District 2  
4080 Lemon Street  
Riverside, CA 92502

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Dear Ms. Spiegel:

My family and I recently learned about Mr. Catalano's Conditional Use Permit No. 190010 at 19700 Temescal Canyon Road, El Cerrito and we are totally against it. The area, especially in front of son and daughter's house which is on Temescal Canyon Road, is already a dangerous place to walk and drive due to the current traffic situation which has increased over the time I have lived here and we know that traffic will only increase and become more dangerous if the CUP is approved. Marijuana dispensaries draw a lot of business and this one will be no different. There has been a lot of development in this area that has impacted the traffic on Temescal Canyon Road and the street is used as relief from the traffic on 15 Interstate. The Dispensary will draw a lot of people in cars from early in the morning to late at night, and Temescal Canyon Road will be even more congested than it is right now. It will be especially congested at peak times, when it is bumper to bumper traffic for hours at a time.

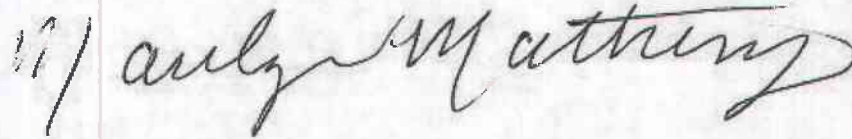
I speak from first-hand experience when it comes to how dangerous Temescal Canyon Road is in the area of my residence and Mr. Catalano's property. My house is just around the corner from Temescal Canyon Road. My property is joined with my children's house, which is 4 doors down from what is now Mr. Catalano's used-car lot. I have lived here for over 30 years. On November 21, 2017, at approximately 6:15 pm, my friend and son's girlfriend of 27 years, Lorrie Danley, was struck and killed by a vehicle traveling northbound on Temescal Canyon Road as she was walking to the bus stop. Her body was dragged by the vehicle that struck her. The driver of the car, who remained at the scene, stated that he simply did not see Lorrie walking along the side of the road prior to striking her. According to the police report of the accident, speeding, drugs and alcohol were not a factor in the crash.

I feel that the accident was caused by the conditions of Temescal Canyon Road which is a very narrow road with just one lane of travel in each direction, and no curbs, sidewalks or cross walks. The accident occurred as it was getting dark. There are no street lights for blocks up and down either side of the street. If there had been a sidewalk or curbs Lorrie would have used it and she probably would not have been killed. If the Conditional Use Permit is approved and a dispensary open for business, traffic will increase, more accidents will happen, and more people will be senselessly killed, which is what happened with Lorrie.

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It was traumatic for all of us to see Lorrie's body lying in the street after she had been dragged and it has been heartbreaking my son struggle with the death of his girlfriend. Lorrie was 62 years old at the time of her death. She and my son had lived together for over 27 years and she was an important part of our family. She loved and cared for my grandchildren and we loved and cared for one another. Lorrie was also a big support to me as I was getting older. Her death caused an unexpected shock to our lives and our family will never be the same. We miss her every day and will remember her always.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Matheny". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Marilyn Matheny

11:48

# 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: Loretta Ward

Address: 7580 Marilyn

City: Corona Zip: 92881

Phone #: 951-847-4779

Date: \_\_\_\_\_ 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

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

## **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

11:51

# 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: JANA WALCHLE

Address: 18863 Consul Ave.

City: Corona Zip: 92824

Phone #: 951-515-6235

Date: 10-19-21 Agenda # 21.1

PLEASE STATE YOUR POSITION BELOW:

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

Support  Oppose  Neutral

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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Zipporah Watt

Address: 8120 Arcadia St.

City: Corona Zip: 92881

Phone #: 951-768-0682

Date: 10/19/21 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: Jana Walchke

# BOARD RULES

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+ 7 mins  
time 11:55

# 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: Robin Steele

Address: 19701 Camelota Ave

City: CORONA Zip: 92781

Phone #: 951 265 7309

Date: 10/19/21 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: JOE OLIVERA

Address: 8190 Arceuth

City: Corona Zip: 92881

Phone #: 951 741 5072

Date: 10/15/21 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: Robin Steele



# BOARD RULES

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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Friedrich Brainerd

Address: 8160 Paradise St

City: Corone Zip: 92881

Phone #: 951-255 3660

Date: 10/19/21 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: Robine Steele

15  
Pramad

15  
BOARD RULES

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Not here 11:59

## 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: Andrew Ballenger

Address: 19818 Carmelita Ave.

City: CORONA Zip: 92881

Phone #: 951-203-0445

Date: 10/19/21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

       Support            Oppose           Neutral

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I give my 3 minutes to: Robin Steele

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+ 2 = 9 mins. 11:59

# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Brenden Archuleta

Address: 19750 Franciscan Ave.

City: Corona Zip: 92981

Phone #: 951 310-6149

Date: 10/19/21 Agenda # 2101

### PLEASE STATE YOUR POSITION BELOW:

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

Support  Oppose  Neutral

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Support  Oppose  Neutral

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SPEAKER'S NAME: Barbara Snyder

Address: 19760 Francesca Ave.

City: Corona Zip: 92881

Phone #: 951 7354158

Date: 10/19/21 Agenda # 21.1

## PLEASE STATE YOUR POSITION BELOW:

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       Support      X   Oppose           Neutral

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I give my 3 minutes to: Brendan Archuleta



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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Jade Talavera

Address: 19760 Francisca Ave.

City: Corona Zip: 92881

Phone #: 951-642-2433

Date: 10/19/21 Agenda # 21.1

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       Support      X   Oppose           Neutral

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**Maxwell, Sue**

---

**From:** Jade Talavera <jadetalavera@yahoo.com>  
**Sent:** Monday, October 18, 2021 8:17 PM  
**To:** COB  
**Subject:** Opposition of Dispensary at Temescal Canyon Road

**CAUTION:** This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

10/18/21

To riverside county board members

Re: CUP 190010  
Opposition of Dispensary on Temecal Canyon Road

Jade Talavera  
19760 Francisca ave  
Corona ca 92881

Dear Board Memembers,

As a resident of El Cerrito I am opposed due to the extreme traffic with just a two lane road.

Sincerely  
Jade Talavera

Sent from Yahoo Mail for iPhone

**Maxwell, Sue**

---

**From:** cob@rivco.org  
**Sent:** Sunday, October 17, 2021 2:39 PM  
**To:** COB; sandmanhill@gmail.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Travis  
Last Name: Hill  
Address (Street, City and Zip): 19912 Carmelita Ave, Corona, CA 92881  
Phone: 5624125048  
Email: sandmanhill@gmail.com  
Agenda Date: 10/19/2021  
Agenda Item # or Public Comment: 21.1  
State your position below: Oppose  
Comments: See letter attached.  
Attachments (Must be .pdf, .doc, or .docx): Letter-to-Board-Members-10-14-2021.pdf (Duplicate)  
Sue  
COB

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20211019. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

**From:** Travis Hill <sandmanhill@gmail.com>

**Sent:** Thursday, October 14, 2021 1:23 PM

**To:** District2 <District2@Rivco.org>

**Cc:** Supervisor Jeffries - 1st District <district1@RIVCO.ORG>; District3 <District3@Rivco.org>; District 4 Supervisor V. Manuel Perez <District4@RIVCO.ORG>; District5 <District5@Rivco.org>; COB <COB@RIVCO.ORG>

**Subject:** Opposition to CUP190010 and DA1900006

Good Day,

Please see the email below and the attached letters/exhibits in opposition to the proposed Cannabis Retailer at 19700 Temescal Canyon Rd.

My name is Travis Hill. I am a resident and land owner (multiple properties) in the El Cerrito neighborhood. My properties are within a block of the proposed business and will be directly affected by the business. I am writing this letter in opposition to CUP 190010 and DA1900006. I have been in opposition from the beginning with my appearance at the initial Planning commission meeting that occurred on May 19, 2021. Yes we have been fighting this for almost 5 months as the planning commission keeps on trying to slip this approval under the communities noses. There are several reasons why this CUP and DA should not be approved but I want to hit on three reasons that are of growing concerns.

1. This property and existing structure does not meet the required specifications as set fourth in Ordinance 348.
2. The amount and type of traffic this business will bring to our community will be detrimental to our safety and the safety of everybody who travels Temescal Canyon.
3. This business will bring unwanted attention and people into our neighborhood.

Per ordinance 348, the minimum rear setback dimension for this type of business is to be a minimum of 40 feet from a residential parcel/property. The current building is only between 10 to 20 feet from the zoned residential parcel that is directly behind it. In my opinion, no variance or change in the ordinance is warranted for this measurement and that alone should have had the applicant and planning department rethink this proposal.

This type of business will increase traffic on Temescal Canyon. Hundreds of people and hundreds of cars a day will be utilizing this business. The small two lane road that is Temescal Canyon will be even more of a nightmare and growingly dangerous. Other than widening the road, providing a left turn lane, installing sidewalks, and having street lighting this project is not feasible. Putting a superficial band aid to help with traffic, such as placing a no left turn sign, is not acceptable. The no left turn will simply bring traffic to the next intersection and then onto our neighborhood streets where our families live and property owners personally pay to maintain (not to mention some of them are unpaved and not lighted). Car accidents will occur and increase, dead stop traffic will increase, and any pedestrian/ bike traffic in the area would be even more dangerous than it already is.

The people that will frequent this business will likely use our mostly quiet and dark streets to use the product. As a neighborhood we have seen this before with other cannabis retailers that were in locations nearby. Users will park on my private drive or off to the side of a one lane road. This causes access issues to our homes, trash in our streets, and greater potential for crime. This will all happen with no help from the county or sheriff. We have little to no sheriff presence in our community.

My neighbors and myself do not understand why this CUP is still being pursued. Meeting after meeting we come with the same facts and our same experiences with not any of them being properly addressed. The only thing that seems to be discussed is how this property, CUP, and ordinance can be modified to fit the bill. Even with changes to the ordinance, the traffic and people drawn to such a business will be detrimental to our safety. Temescal needs to be improved as described and more sheriff presence is necessary for this to probable.

If you have any questions or would like to discuss any of my concerns, my contact information is below and I am available most of the time. Thank you for you time.

Regards,

Travis Hill

562-412-5048

[Sandmanhill@gmail.com](mailto:sandmanhill@gmail.com)

Sent from [Mail](#) for Windows

10/19/21 21.1

Good Morning,

My name is Travis Hill. I am a land owner in the community that would be impacted by the approval of the CUP and Development Agreement.

I am here today to express that I am against the approval of the CUP and Development Agreement.

I have three main reasons why the cannabis retailer at that location is not good and how it would have a detrimental effect on the community.

The location of the proposed cannabis retailer is on a heavily trafficked street, Temescal Canyon. The traffic on Temescal Canyon is almost always busy and at extremely busy hours gridlocked. This proposed location will attract many users and customers. The additional traffic that this will bring to the roadway is going to make the traffic in the area even worse. Additionally, you will be have many customers parking in nearby empty lots, crossing streets, and impeding traffic so that they can go to the cannabis retailer. The increased traffic and increased activity will make it even harder for the community members to drive anywhere or even access there neighborhood. Additionally, due to the increase in traffic on Temescal it is likely that more people will try alternative routes around it and filter into our small community roads.

The location will attract people that are from outside of our community. The proposed location is very close and very visible from the surrounding homes and residential area. I believe the increase in people outside of our community that may come to the cannabis retailer leaves our community at risk of their actions. Speeding around our streets, possible increase in crime, and loitering inside of our neighborhood.

The location is very close to a residential area and our community. Although, the intended location is zoned for commercial use the property around it and directly behind it is zoned residential. To be exact Parcel 277-110-021 which is directly behind the proposed location is zoned R-A-1. Per the Ordinance No. 348.4913, Article XIXh, Section 19.519, Subsection B, Paragraph 1- the proposed location does not meet the minimum setback of 40 feet from a residential lot line.

Besides the parcel directly behind the location being residential, the area around it is also residential and has growing families such as mine living in the neighborhood. This store will bring crime and attract people outside of the community. This has been a problem with the select illegal dispensaries that had been operating very close to this location. With the previous illegal operations I have had people park and block my street/access to my house while they used the cannabis.

The location will cause substantial traffic problems, potentially endanger the community members (as well as the patrons of the proposed site), and make our community less desirable to live in.

On top of my reasons above, I have a few inconsistencies that I would like to argue on the CUP and development agreement.

First the purpose and intent of the article in the Ordinance

As mentioned in several of the Planning departments approvals and reports, one of the main reasons you are approving this project is stated that it will not have a detrimental effect on the surrounding community. This is false and it will. The development plan that is to be approved even states, and I quote..... This is clearly not a good argument to have this CUP approved.

I have was not able to find any approval for use of the existing septic system for this CUP. These are to come from the Department of Environmental Health and the water quality control board.

The application for the CUP and DA was only signed and submitted by one owner of the property. It appears that the application were not complete.

The staff report provided had many inconsistencies when compared to the application and proposed property. 1. The staff report states that the property I vacant. This is not true as currently, this is a seemingly thriving used car dealership. 2. The staff report states the no delivery services were proposed at this location. This is not true as the application states "Commercial cannabis retail storefront with delivery." Which is it? And again it is noted that there is no expectation that the proposal will be detrimental to the community or properties.

With the discrepancies above, it appears that the approval of this site has been rushed along and in truth, not much thought or review has been put into how this project will impact the community around it.

Again, I am against the approval of the CUP and development agreement. Thank you for your time.

Good Morning,

My name is Travis Hill and I am a home owner in the El Cerrito Community. I am against the approval of the CUP190010 and DA1900006. I agree and can provide more insight to how my neighbors have responded to this CUP but instead would like to direct your attention to technical planning concerns. There are four findings that must be validated prior to approval of this CUP. And two of them cannot be thoroughly validated. These are:

- "The permit (must) complies with the development standards for the zoning classification in which the Commercial Cannabis Activity is located."

- "The permit will not be detrimental to the public health, safety or general welfare."

It is the intention of Ordinance 348 to set fourth planning requirements to maintain consistency in building standards and to provide sort of "protection" for the community/ land owners. The existing building does not meet the minimum setback dimension as described in the Ordinance for a cannabis related activity and as a surrounding land owner it was my understanding that this building was never intended by the ordinance to house such a business. The Directors approval of the setback adjustment from 40' to 10' is questionable and despite the conclusion of his findings, IT will have a detrimental effect on the adjacent residential property and community. (how could it not)

The approval of this CUP and DA will have a detrimental effect on the communities health, safety and general welfare. Per the development agreement, it states that the effects of the CUP will "detrimentally affect" the public. As a community we will have more "strangers" frequent our local streets and potentially park on our streets to partake in the cannabis they bought. We will likely see decreases in home values, an increase in crime, etc. All of these examples will be reality and will effect the people in the community. Our community knows this as fact, because of the experiences we have had. And what proof or statistics do you have to say that it won't have a detrimental effect?

Besides the above I have determined a few inconsistencies that support more of the communities concerns.

Ordinance 348 states, that an "Applicant providing false or misleading information in the permitting process will result in rejection of the application or nullification or revocation of any permit granted." The permit application appears to be incomplete as not all owners of the property signed nor initiated the application and the agreements it contains. (Dana Catalano is not on the permit application). This should be enough for the permit to be rejected.

The staff report provided is inconsistent with the CUP and DA. The staff report provided discusses 11 off street parking spots while the plot plan provided only includes 8 off street park spots.

The staff report and plot plan discusses using an adjacent lot for additional parking. If this is the case, all lots utilized for the cannabis activity should be a part of the CUP and DA. This includes the parking lot.

It appears that this is not the case and again was not part of the application.

The staff report states that the surrounding property is predominately vacant. Depending on your definition of surrounding property, this is quite a narrow minded statement. Other than a select vacant properties with potential for new homes and new commercial buildings, the surrounding properties are mainly residential and homes for families of the community. In reality, many of the surrounding properties are either zoned for residential or are commercial properties that are currently being used as single-family homes.

The staff report states that the applicant provided information to the community and listened to concerns from the community. To my knowledge this did not occur.

Previous staff reports and CUP state that the existing building is vacant. This is not true, as a used car dealership is at this location and is utilizing the surrounding lots. From a discussion with one of the owners, this has become a very lucrative business for him (applicant).

With the building not complying with the setback dimensions (except as manipulated by the Director), as well as knowing that this type of business will have a detrimental effect on the public's safety and wellbeing, I would not find it acceptable for this CUP or DA to be approved.

Regards,

Travis Hill

19912 Carmelita Ave.

Corona, CA 92881

sandmanthill@gmail.com

562-412-5048

Please see Map below.



**Map of immediate area around proposed location.**

The map below shows the proposed cannabis location highlighted in red. The map below shows the proposed parking lot highlighted in black. All property highlighted in blue are residential properties or properties being utilized as homes.



**From:** FBRAINARD@ca.rr.com <FBRAINARD@ca.rr.com>

**Sent:** Wednesday, October 13, 2021 5:57 PM

**To:** COB <COB@RIVCO.ORG>

**Cc:** Supervisor Jeffries - 1st District <district1@RIVCO.ORG>; District3 Information <D3Email@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez <District4@RIVCO.ORG>; District5 <District5@Rivco.org>; District2 <District2@Rivco.org>

**Subject:** Objection to the Opening and Operation of a Marijuana Dispensary at 19700 Temescal Canyon Road, Corona, CA 92881 (CUP #190010) and Development Agreement (D #1900006)

Dear Riverside County Board of Supervisors

Hi, my name is Friedhild Brainard. My late husband and I moved to El Cerrito 42 years ago to escape the hassle and bustle from Los Angeles. Little did we know that this area would develop into another Los Angeles or Orange County. I know development is important and can't be overlooked, but, needless to say, the Riverside County has neglected to keep up and support our area (El Cerrito), especially, Temescal Canyon Rd.

**Traffic:** Since opening and failing of the I-15 and I-91, Temescal Canyon Rd. (a narrow 2 lane road) has been an escape route for motorist avoiding the failing freeways. Traffic on this road has been a nightmare to accommodate the traffic overload.

For opening and operating a Marijuana Dispensary at 19700 Temescal Canyon Rd. an application has been filed by Derek Catalano. As a concerned resident of El Cerrito, I oppose to this opening due to the steady/constant increase in traffic on Temescal Canyon Rd. until such time as there can be sufficient widening of the road to accommodate the additional traffic that will be generated by high volume traffic, to include a marijuana dispensary.

It seems that you haven't investigated/researched the stretch of Temescal Canyon Road, between Tom Barnes and El Cerrito Rd., lately, relative to public health, safety, traffic and welfare of the community. The areal picture provided by Riverside County doesn't show the current traffic.

I live on Arcadia, have to use Coronita to go to Corona or Dos Lagos. Have to sit at the end of Coronita for some time until the street clears or depending on the mercy of drivers on Temescal Canyon Rd. to get on my way. Very dangerous if I want to go to Dos Lagos, making a left turn, not able to see what's coming from the right.

This community is build on/with private roads. We, the residents, have to maintain our roads. Riverside County will not maintain. Impatient drivers from Temescal Canyon Rd. cutting through Coronita and Arcadia in high speeds to get ahead of drivers on Temescal Canyon Rd. ruining the paving some residents put in with their own money.

**Off-street Parking:** In the past, applicant has been parking/displaying some of his for sale automobiles on the vacant lot across from his establishment. I'm sure, his future clientele will do the same if unable to get to the parking spaces around his establishment; jaywalk across Temescal Canyon Rd. to reach his store, creating a more dangerous traffic situation/congestion already present. Knowing drivers, will also park on the existing dirt road or drive around cars stuck in the traffic jam.

As mentioned before, the opening and operating the Dispensary at this place, will have an additional impact on heavy traffic, accidents, crime. There are no sidewalks, school children using the dirt embankment along side Temescal Canyon Rd. going to and coming back from schools

**Operating Hours:** As you already know, Temescal Canyon Rd. is and has been very busy. Image the people trying to get to work at 6:00 a.m. Instate taking the I-15 to the I-91, drivers from Temescal Valley, Lake Elsinore, Temecula have been using Temescal Canyon Rd. since the failing of I-15. That has been and will be disastrous by opening and operating the Dispensary.

**Access to Property from Temescal Canyon Road:** There is an incline at the entrance of the property making it difficult to easily make a right turn coming from the south without backing-up followed drivers. The same pertains coming from the north and the same pertains exiting the property. Example: Driver A wants to access the property, driver B also wants to access the property, however, driver C wants to exit the property. Thus, creating additional impact on Temescal Canyon Rd. and hinder the flow of the street.

**Child Care, Public Park, etc:** Schools, Child Care facilities, public parks are present.

**Summary:** I oppose the above referenced application until such time as there can be sufficient widening of the road to accommodate the current and future high-volume traffic, to include the Marijuana Dispensary.

Thank you to attend to my/our concerns.

Friedhild Brainard  
8160 Arcadia Street  
Corona, CA 92881  
[fbrainard@ca.rr.com](mailto:fbrainard@ca.rr.com)  
951-255-3660

10/19/21 21.1

**Maxwell, Sue**

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**From:** Barbara Talavera <barbietalavera@yahoo.com>  
**Sent:** Friday, October 15, 2021 2:49 PM  
**To:** Supervisor Jeffries - 1st District; District2; District3; District 4 Supervisor V. Manuel Perez; District5; COB  
**Subject:** Opposition of Dispensary at Temescal Canyon Road, El Cerrito /CUP 190010  
**Attachments:** opposition of dispensary.pdf

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Please take a moment to read my attached letter of opposition for the dispensary on Temescal Canyon Road in El Cerrito.

I appreciate your time.

Sincerely,

Barbara A. Snyder

October 15, 2021

Barbara A. Snyder  
19760 Francisca Ave  
Corona CA 92881

Boards of Supervisors  
Riverside County

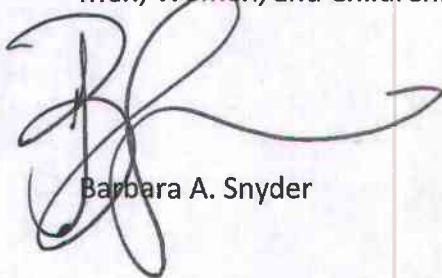
**RE: CUP 190010 / Opposition of Dispensary on Temescal Canyon Road**

Dear Council Members,

As a concerned El Cerrito citizen, I am disappointed to hear that the unanimous vote by the planning commission of Five to Zero denying the project due to traffic is still being heavily pushed through by Karen Speigel.

Traffic in this area is extreme, both directions. Temescal Canyon Road is a two lane road with no sidewalks, no street lights and gets all the traffic overflow from the congested I15 freeway. This has become a regular side road route for people getting from Temescal Valley, even Lake Elsinore to cut through to avoid the freeway. When Temescal is backed up they cut even further into the neighborhood roads. For the ones that live here and have to actually stop and signal to turn into our neighborhood we risk getting rear ended daily! We worry about our teen drivers or elderly parents just simply turning into our neighborhood to go home. We have to signal and wait until it's clear with a long line of cars forming behind us, several passing off to the right side onto the dirt and back onto the street. There have been numerous accidents (too many to count) in this very location, even a woman struck and killed in front of her own home. Vehicles traveling both directions are either rushing to work, trying to get their kids to School or on their way home. Adding a dispensary with the constant in and out traffic would be detrimental in this area. I believe this should be in an industrial center, certainly not on an already congested two lane road. Now is not the time. Temescal Canyon Road widening project isn't planned for several years, which is why the planning committee voted against this Five to Zero and was set to revisit the proposal once Roads were completed.

This is about excessive traffic congestion, vehicles cutting through neighborhoods, safety of Men, Women, and Children. We live here. This is our Home.

A handwritten signature in black ink, appearing to be 'Barbara A. Snyder', written in a cursive style with a long horizontal flourish extending to the right.

Barbara A. Snyder

**From:** Jones, Steven <SJones@Rivco.org>  
**Sent:** Monday, October 18, 2021 2:48 PM  
**To:** COB <COB@RIVCO.ORG>  
**Subject:** FW: CUP 190010

Not sure if this was added to tomorrow's item #17370. Please update the public comments. Thanks!

**From:** Hildebrand, John <JHildebr@RIVCO.ORG>  
**Sent:** Friday, October 15, 2021 2:01 PM  
**To:** Jones, Steven <SJones@Rivco.org>  
**Subject:** Fwd: CUP 190010

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**From:** Robin Steele <robbo75us@gmail.com>  
**Sent:** Friday, October 15, 2021 1:57:09 PM  
**To:** Hildebrand, John <JHildebr@RIVCO.ORG>  
**Subject:** CUP 190010

Dear Mr. Hildebrand:

I am a part of a growing group of residents in El Cerrito who are gaining knowledge of Derek Catalano's CUP 190010, which seeks approval to open a marijuana dispensary at 19700 Temescal Canyon Road in El Cerrito. We saw on the Agenda for Tuesday's Board of Supervisors meeting that our item, Item No. 21.1 was continued due to a Request for Continuance. We have some questions that we would like answered in advance of Tuesday's hearing, as follows:

1. Who asked for the Continuance? Was it the Applicant? Or Karen Spiegel herself?
2. Is the requested Continuance because the matter was sent back to the Planning Department seeking some type of variance for the project, and if so, what is the variance for? The proximity to the church/school (pursuant to Riverside County Ordinance 348)? Or the parking? Or some other reason?
3. If for some reason the Planning Department grants the Applicant's request for a variance, does that mean there would be an opportunity for the Planning Department to vote again and overturn its unanimous denial of Catalano's Conditional Use Permit? Or is the Planning Department standing by its Denial?
4. Do you know when CUP 190010 will be back on the Agenda for a public hearing? If the variance is granted, does the Applicant have to request another CUP?

Even if the Applicant is granted the variance it does nothing to mitigate the traffic. The traffic that the dispensary will generate if allowed to open is the main objection by the community and the objection continues to grow as the community is informed.

Also, Mr. Catalano's statement that most of the people in the community do not care if he puts in a marijuana dispensary is simply not true. It may be that many in the community do not care about having a dispensary in their neighborhood, however, most if not all of the people to whom we have spoken about having a dispensary at that location, on the 2-lane highway, where traffic, which is already the community's nightmare, are opposed to it and we will continue to be so, even if Karen or Mr. Catalano goes through the motions of obtaining a variance.

10/19/21 21.1

Though we do not know why, exactly, it is clear to us that Karen Spiegel wants this project to go through and she will do anything, bend any ordinance, rule or statute to get it approved. She will take the side of one property owner over the strong and totally valid objection of the El Cerrito community. The first thing she said at the BOS meeting on September 28, 2021, as to this project is that, "too much money had been spent". It is not our fault if money was spent in an effort to open a dispensary on a road that obviously cannot take any more traffic due to the surrounding developments, shopping centers, hotels and other businesses that are open and have not yet opened because they are still in development but when they are will create even more traffic on our little 2-lane road, that will not be widened for, at the minimum, five years !! The Transportation Commission hasn't even voted on funding the widening of the road, it has merely engaged the services of an engineering firm who it seems will finally start doing EIR's and other mandatory studies.

Though Karen Spiegel continued our issue at the September 28, 2021 BOS meeting to October 19, 2021, so she could obtain traffic accident reports, as of a couple days ago, according to Steven Jones, no one had even asked for the accident reports. It is clear to us that Ms. Spiegel is just using stalling tactics, to what end we do not know, and the variance issue is just another one. And we also feel that Ms. Spiegel is advising Mr. Catalano, personally.

You yourself denied the project on June 16, 2021, and recommended that it be denied by the BOS and yet presented it at the BOS meeting on September 28, 2021, in glowing terms - like it was a great idea full of promise for the community. And upon your presentation, you never even mentioned that it had been unanimously denied by the Planning Department or that the recommendation by the Planning Department to the BOS was to deny it.

The way this project has progressed is very confusing to us. We feel we have no representation whatsoever from Karen Spiegel or anyone on the Planning Department or BOS. The community has grown up all around us yet our area is sadly lacking in every area. We have received nothing from the County. We have two lanes barely big enough for the cars that travel down it, no lighting (it's completely dark at night from El Cerrito Road to Tom Barnes Road), sidewalks or curbs. I don't know if you're aware, but in 2017, a 62 year old woman was killed by a vehicle when she stepped outside her door on Temescal Canyon Road, 4 doors down from Catalano's used car lot, on her way to a bus stop. No drugs, alcohol or speeding was involved in the crash. The driver of the vehicle simply did not see the woman and he ran her down and killed her. The accident occurred at around 6:30 PM, in November, so it was almost dark when it happened. She died at the scene. And we have the statement of the woman's boyfriend with whom she lived for 27 years, his mother and sister to present in writing and when we are able to speak about it at a public hearing. And we have many other objections to this project. We had another fatality on Temescal Canyon Road at Tom Barnes Road in 2020. There is a memorial for that 53 year old man at the scene that is still up over a year later because his three children maintain it to this day.

Another thing I'll mention is that I myself was rear ended on Temescal Canyon Road in 2018, after dark, making a left turn at Jolora Rd, where I turn to go home. The road as usual was completely dark. I can barely see where the road is after dark, and in fact, sometimes I miss it and have to go all the way to Tom Barnes Road and turn around. The accident, not in any way my fault, caused me to have a fractured wrist. I stayed by the side of the road with a fractured wrist waiting for the CHP to arrive for 2 and a half hours. I did so because I felt I needed a report for insurance reasons. We have absolutely no services in El Cerrito. If we call the Sheriff to report a crime it can take hours for someone to show up.

I have more to say but I'll save it for my formal objection. I just would request that you answer my questions, above.

Thank you for your time.

Sincerely,  
Robin Steele  
Carmelita Avenue  
El Cerrito, CA  
951/265-7309

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



AGENDA NO.  
**21.1**  
(MT 16775)

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. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Tentatively deny Development Agreement No. 1900006, a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Tentatively deny Conditional Use Permit No. 190010, a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26- acre lot with a parking lot and landscaping. APNs: 277-110-040, 277-110-017. District 2. The Chairman called the matter for hearing.

John Hildebrand, Planning Department Staff, presented the matter.

Eric Lightman, Applicant representative.

Derek Catalano, Applicant.

The following people spoke on the matter:

Travis Hill  
Lovetta Ward  
Robin Steele  
Robert Snyder  
Andrew Ballenge  
Jesse Ramirez

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, October 19, 2021, at 10:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 28, 2021 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: September 28, 2021  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.

21.1

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



ITEM: 21.1  
(ID # 16775)

MEETING DATE:  
Tuesday, September 28, 2021

FROM : TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190010 and Development Agreement No. 1900006 – CEQA EXEMPT – Applicant: Derek Catalano – Engineer/Representative: Eric Lightman – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Tentatively deny Development Agreement No. 1900006, a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Tentatively deny Conditional Use Permit No. 190010, a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26- acre lot with a parking lot and landscaping. APNs: 277-110-040, 277-110-017. District 2. [100% Applicant Funds]

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

1. **FIND** that denying Conditional Use Permit No. 190010 and Development Agreement No. 1900006 is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15270 (Projects Which Are Disapproved); and
2. **APPROVE** the Planning Commission's denial recommendation of and **TENTATIVELY DENY** Conditional Use Permit No. 190010 and Development Agreement No. 1900006 and direct the Planning Department and County Counsel to prepare denial findings for adoption consistent with the Board's action.

**ACTION:** Policy, Set for Hearing

  
John Hildebrand, Planning Director 9/9/2021

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MINUTES OF THE BOARD OF SUPERVISORS



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

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

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

**BACKGROUND:**

**Summary**

On June 16, 2021, the Planning Commission (Commission) voted 5-0 in favor of recommending denial of Conditional Use Permit No. 190010 and Development Agreement No. 1900006 to the Board of Supervisors (Board). The Board may approve, modify, or disapprove the recommendation of the Commission. If the Board approves the Commission’s denial recommendation, upon direction of the Board, the Planning Department and County Counsel will prepare final denial findings for the Board’s consideration and adoption on the Board’s policy calendar later.

**Project Details**

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

Conditional Use Permit No. 190010 is a proposal to use an existing approximately 1,625 square-foot building for a commercial cannabis retailer storefront with off-street vehicle parking and landscaping on a 0.26-acre lot (APN 277-110-040) and the adjacent parcel for off-street vehicle parking on a 0.13-acre lot (APN 277-110-017). The interior of the proposed cannabis retail business would consist of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms and an employee break area. The proposed project also includes a trash enclosure located within the perimeter, landscaping and, internal walkways. The properties are accessed from Temescal Canyon Road. The proposed cannabis retail business would operate between the hours of 6:00 am to 10:00 pm daily, in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (K), with deliveries daily during normal business hours, seven days per week.

The proposed project includes 30 off-street vehicle parking spaces, with 8 parking spaces proposed for the lot which includes the cannabis retail business (APN 277-110-040) and the remaining 22 spaces proposed on the adjacent parcel (APN 277-110-017). The parking requirement for a Cannabis Retail Storefront is 1 space per 200 square feet of gross floor area. (See Section 18.12 of Ordinance No. 348.) Based on the proposed size of the cannabis retail

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

storefront at 1,625 square-feet, a total of nine (9) parking spaces are required. The proposed 30 parking spaces for the project exceeds the parking requirement under Ordinance No. 348 by 21 parking spaces.

Planning Commission Hearings

After the duly noticed May 19, 2021 public hearing, after taking testimony from the applicant and public, the Commission continued the item to allow the applicant time to address the following concerns: security, additional landscaping and irrigation, architectural elements, and reconfiguration of the parking.

At the duly noticed June 16, 2021 public hearing, after taking testimony from the applicant and public, on June 16, 2021, the Commission recommended the Board deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006 based on the following: (1) the Project's location to the nearby preschool and elementary school and (2) the Project is detrimental to the public health, safety and general welfare of the community.

First, Ordinance No. 348 provides cannabis retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. (See Section 19.519 of Ordinance No. 348.) The distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. This location requirement may be modified with the approval of a variance pursuant to Ordinance No. 348 but the distance may not be less than state law, which requires a minimum of 600 feet. The project presented to the Commission on June 16, 2021 included APN 277-110-017 (with the 22 additional parking spaces), which is located 990.30 feet away from Olive Branch Christian School, a preschool and K-6 school. The applicant has not applied for a variance to allow a shorter distance between the project and the school. The project originally submitted by the applicant only included APN 277-110-040, which is 1,048.81 feet away from the school.

Second, Ordinance No. 348 provides no cannabis retailer can adversely affect or be detrimental to the health, safety, and general welfare of the public. (See Sections 18.28(D), 19.505, 19.506(B)(4), and 19.506(B)(2).) During the public hearings, members of the public expressed concerns with the proposed use for the property negatively impacting the children walking to and from school, traffic congestion and safety on Temescal Canyon Road, and crime in the residential neighborhood and general area. The Commission also expressed concerns regarding the timing of the widening of Temescal Canyon Road and the potential impact on the proposed use and its location. A representative of the Transportation Department stated the Temescal Canyon Road widening is in the final phase but still requires funding and may not be completed for five to six more years.

The applicant addressed the public comments by describing the conditions of approval for security guards, lighting, outreach in the community, and that the traffic impacts existed before the project.

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

**Development Agreement**

Since the Commission recommended denial of Conditional Use Permit No. 190010, accordingly, the proposed Development Agreement No. 1900006 (DA) is also tentatively denied. A development agreement is only required if the associated conditional use permit is approved. Development Agreement No. 1900006 associated with Conditional Use Permit No. 190010 would have a term of 10 years (with the option for a five-year extension subject to mutual approval) and would grant the applicant vesting rights to develop the project in accordance with the terms of the DA. In exchange, the DA would provide certain public benefits 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.

**Environmental**

This project is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15270 (Projects Which Are Disapproved) because the Planning Commission is recommending the Board of Supervisors deny Conditional Use Permit No. 190010 and Development Agreement No. 1900006.

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the review and public hearing process by the Planning Department, Planning Commission and the Board of Supervisors.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

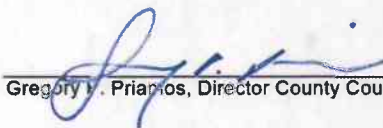
All fees are paid by the applicant; there is no General Fund obligation.

**ATTACHMENTS:**

- PLANNING COMMISSION MINUTES
- PLANNING COMMISSION MEMOS AND STAFF REPORTS
- CUP190010 SITE PLAN FLOOR AND ELEVATIONS PLAN EXHIBIT
- DISTANCE BETWEEN SCHOOL AND APN 277-110-040
- DISTANCE BETWEEN SCHOOL AND APN 277-110-017



Jason Farin, Principal Management Analyst 9/22/2021



Gregory V. Priamos, Director County Counsel 9/16/2021

## Boydd, April

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**From:** Ana Gaeta <ana@ufcw1167.org>  
**Sent:** Friday, September 24, 2021 11:06 AM  
**To:** COB  
**Subject:** UFCW 1167- Opposition to Denial of Item 21.1- CUP Application Number 190010  
**Attachments:** UFCW 1167- Letter of Support- CUP 190010.PDF; Signatures in Support- CUP 190010.pdf

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Clerk,

Attached you will find a letter from our UFCW 1167 President, Joe Duffle in support of CUP Application Number 190010 and in Opposition of Item 21.1 the tentative denial of the Shryne Group's application. We are also submitting over 60 signatures in support of their application and would like both documents to be read out loud in the public comment section for the Hearing.

Thank you,  
Ana

**Ana Gaeta (formerly Cabral)**  
Organizer  
UFCW Local 1167  
855 W. San Bernardino Ave.  
Bloomington, CA 92316  
(909) 877-5000 ext. 109  
**New email address:** [ana@ufcw1167.org](mailto:ana@ufcw1167.org)

Joe Duffie  
President



Matt Bruno  
Secretary-Treasurer

United Food and Commercial Workers Union

September 22, 2021

Dear Chairwoman Spiegel and Members of the County Board of Supervisors,

On behalf of the 21,000 members of the United Food and Commercial Workers Union (UFCW) Local 1167, we wish to express our strong support for The Shryne Group Inc.'s CUP Application Number 190010 to operate a cannabis business in Riverside County.

We are highlighting our support for the Shryne Group Inc. because of their dedication to strong labor standards for workers in the cannabis industry. The Shryne Group Inc. has prioritized the safety of their employees and customers by including commitments to maintain a safe and healthy workplace and to comply with state and local safety regulations, with mechanisms for workers to report any hazards through their union contract. In addition, the organization's leadership team is professional and has the experience needed to operate with the highest standards of regulatory compliance.

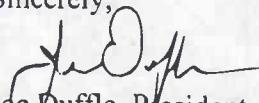
The Shryne Group Inc. shares our vision of empowering employees by creating a professional workforce. UFCW proudly represents employees in multiple of their locations across California. Locally, UFCW 1167 represents employees at the Shryne Group Inc.'s cannabis retail store, Authentic 909, this is the first unionized cannabis retail dispensary in the Inland Empire. This shows the Shryne Group Inc.'s commitment to providing stable unionized jobs with wages and benefits significantly above the industry average. They are also one of the few cannabis companies with an employer funded pension plan, which the UFCW helps to administrate.

UFCW's partnership with the Shryne Group Inc. raises standards for cannabis workers across California and we are proud to represent the workers at the forefront of the legal cannabis industry. The Shryne Group has a long track record of being a respectable community partner and they will be a tremendous asset to the employees, customers and other stakeholders of Riverside County. We strongly encourage the County of Riverside to approve the Shryne Group Inc.'s cannabis CUP Application 190010.

Finally, we had the opportunity to reach out to some of our members that live close to the proposed cannabis retail location on Temescal Canyon. As a result, we are submitting over sixty (60) signatures also in support of the Shryne Group Inc.'s CUP application.

Thank you for your time and consideration.

Sincerely,



Joe Duffie, President  
UFCW Local 1167

855 West San Bernardino Avenue • P.O. Box 1167, Bloomington, CA 92316

**Business Office:** (909) 877-5000 • Toll Free: (800) 698-UFCW • (Mon. - Fri. 8:30 a.m. - 4 p.m.)  
**Insurance:** Food and Meat (909) 877-1110 • Drug and General Sales (909) 877-2331



Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

As residents of the County of Riverside we are writing in support of applicant, Shryne Group Inc.- CUP Application Number 190010, to become a licensed cannabis operator in the County of Riverside in accordance with State and County Regulations.

The Shryne Group Inc. has worked with the United Food and Commercial Workers Union (UFCW) to negotiate industry-leading collective bargaining agreements that provide good paying jobs and that raise the standards for cannabis workers nationwide.

We are confident that once the Shryne Group Inc. is licensed to operate, they will continue to serve our community by providing jobs that pay living wages with guaranteed wage increases, retirement contributions and paid time off for workers to enjoy time with their families.

Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Gloria F	[REDACTED]	29	[Signature]
Vanna Lindo	[REDACTED] 12893	13	[Signature]
Lina Rivalcaba	[REDACTED] #4	23	[Signature]
Jamie Johnson	[REDACTED] Ave.	4	[Signature]
Brook Peterson	[REDACTED] #612	29	[Signature]
Amber Abshire	[REDACTED] A	18	[Signature]
Patrick Haven	[REDACTED]	11	[Signature]
Delaney George	[REDACTED]	17	[Signature]
Sue Bermudez	[REDACTED] +	22	[Signature]
Amanda Enriquez	[REDACTED] +	20	[Signature]
Romelito Macalina	[REDACTED]	6	[Signature]
April Hicks	[REDACTED]	43	[Signature]
Arshia Mon	[REDACTED]	4	[Signature]
Ethan McCloud	[REDACTED]	18	[Signature]
Michal Mias	[REDACTED]	10	[Signature]

Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

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Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Nancy Perez	[REDACTED]	20 yrs	[Signature]
Elsa Mendez	[REDACTED] st	20 yrs	Elsa Mendez
Joe Cantu	[REDACTED] st	7 yrs	Joe Cantu
Yichelle Silva	[REDACTED]	20 yrs	Yichelle Silva
Ruby Diaz	[REDACTED]	10 yrs	[Signature]
Johnny Youhann	[REDACTED]	10 years	[Signature]
Sandra Walker	[REDACTED]	25 years	Sandra Walker
Jesus Alarcon	[REDACTED] CA 92508	15 years	Jesus Alarcon
Erik Valdivia	[REDACTED] 92512	9 years	Erik Valdivia
D. W. [REDACTED]	[REDACTED]		[Signature]
Maryam Chaudhry	[REDACTED] 92505	18	Maryam Chaudhry
Christy Alarcon	[REDACTED]	3	Christy Alarcon
Janetia Serrano	[REDACTED]	5	[Signature]
Heather Gill	[REDACTED] 92533	13 years	Heather Gill
Karla Jimenez	[REDACTED]	8 years	[Signature]

Honorable Chairwoman Spiegel and Members of the Riverside County Board of Supervisors:

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Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Maryam Chaudhry	Corona, CA 92885	19	Maryam Chaudhry
Madison Lively	Corona, CA 92881	5	Madison Lively
Dawn Johnston	[Redacted] 92530 St	14	Dawn Johnston
Diana Miller	[Redacted] 92587	5	Diana Miller
Ann-Rene Berman	[Redacted] 92883	2	Ann-Rene Berman
WIKKI GELTON	[Redacted] 92881	5	WIKKI GELTON
Daniel Peña	[Redacted] 92881	19	Daniel Peña
Barbara Holy	Tomball St 92879	20 yrs	Barbara Holy
Andrea Bondi	[Redacted]	2	Andrea Bondi
Jeffrey Bernard	[Redacted]	20	Jeffrey Bernard
Jeffrey Sanders	[Redacted]	4 yrs	Jeffrey Sanders
Pat Cross	[Redacted]	4 yrs	Pat Cross
HOWARD BUCHANAN	[Redacted] 2881	20	Howard Buchanan
Kassandra Mora	[Redacted] Corona	21	Kassandra Mora
Devon Solario	[Redacted]	18	Devon Solario



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Thank you for your time and willingness to consider our support of The Shryne Group Inc. We ask that you approve their CUP Application No. 190010.

Sincerely,

Name	Address	Years of Residency in Riverside County	Signature
Kristal Salazar	[REDACTED]	20	[Signature]
Kristal Andrew	[REDACTED]	30	[Signature]
Alicia Moyer	[REDACTED]	20	[Signature]
[REDACTED]	[REDACTED]	21	[Signature]
Laura Kropko	[REDACTED]	18	Laura Kropko
Destiny Sunde	[REDACTED]	21	Destiny Sunde
Natalie Vera	[REDACTED]	5	Natalie Vera
Steven Tan	[REDACTED] st	5	Steven Tan
Octavio Aguirre	[REDACTED]	6	[Signature]
Gene Amoco	[REDACTED] st	21	[Signature]
Brianna Galvan	[REDACTED] st	12	[Signature]
Mitchell Larkins	[REDACTED] rd #26	28	Mitchell Larkins
John Mansueti	[REDACTED]	30	[Signature]
Gregory Rodriguez	[REDACTED] st	21	[Signature]
Anthony Bucari	[REDACTED]	19	[Signature]



11:39

# 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: TRAVIS HILL

Address: 19912 CARMELITA AVE

City: CORONA Zip: 92881

Phone #: 562-412-5048

Date: 9/28/2021 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: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

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## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

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11:42

# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Lovetta Ward

Address: 7580 Marilyn Dr

City: Corona Zip: 92881

Phone #: 951-847-4779

Date: 9/20/21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

       Support      X   Oppose           Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

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

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11:45

# 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: Robin Steele

Address: 19801 Carmelita Ave

City: CORONA Zip: 92781

Phone #: 951 265 7309

Date: 9/27 2021 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

           Support                 Oppose                 Neutral

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# BOARD RULES

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11:48

# 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: Robert Snyder

Address: 19740 Carmelita ave

City: Corona Zip: 92881

Phone #: 951 371-0539

Date: 9-28-21 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

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

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## **Power Point Presentations/Printed Material:**

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## **Individual Speaker Limits:**

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## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

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Received @ 11:30 a.m.

## 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: Andrew Ballenge

Address: 14818 Carmelita Ave.

City: CORONA Zip: 92881

Phone #: 951-203-0445

Date: 9-28-21 Agenda # 21.1

### PLEASE STATE YOUR POSITION BELOW:

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

       Support      X   Oppose           Neutral

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

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Received @ 11:35

## 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: JESSE RAMIREZ

Address: 610 E 7ST.

City: CORONA Zip: 92579

Phone #: 951 8082448

Date: 9/28/2021 Agenda # 21-1

### PLEASE STATE YOUR POSITION BELOW:

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

Support     Oppose     Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support     Oppose     Neutral

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

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## Maxwell, Sue

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 9:45 PM  
**To:** COB; derekcat26@gmail.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



**First Name:** Derek  
**Last Name:** Catalano  
**Address (Street, City and Zip):** 19594 Temescal Canyon Rd Corona Ca 92881  
**Phone:** 951 415 0064  
**Email:** derekcat26@gmail.com  
**Agenda Date:** 09/29/2021  
**Agenda Item # or Public Comment:** Dispensary  
**State your position below:** Support  
**Comments:** I would like to inform the general public that we are committed to public safety and helping with the funding and also mention the large majority of existing business support in El Cerrito.  
Thank You

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210928. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

**Maxwell, Sue**

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 12:48 PM  
**To:** COB; Ricardo Cisneros  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Ricardo  
Last Name: Cisneros  
Address (Street, City and Zip): 16536 Century St, Moreno Valley, 92551  
Phone: 9513339657  
Email: rcisneros@ielabor.org  
Agenda Date: 09/28/2021  
Agenda Item # or Public Comment: #21.1  
State your position below: Oppose  
Attachments (Must be .pdf, .doc, or .docx): [IELC-UFCW-Support-RIVCO.pdf](#)

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210928. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**





I N L A N D E M P I R E  
**LABOR COUNCIL**  
W E A R E O N E M O V E M E N T

1074 East La Cadena Drive, Suite 1 • Riverside, CA 92507  
Ph (909) 825-7871 • FAX (909) 825-0110  
E-mail: ielc@ielabor.org • Website: www.ielabor.org

**RICARDO CISNEROS**  
*Executive Secretary-Treasurer*

September 28, 2021

County of Riverside Board of Supervisors  
County Administrative Center, 1st. Floor - Board Chambers  
4080 Lemon Street  
Riverside, California 92501

Re: Agenda Item #21.1 Oppose Denial of Conditional Use Permit No. 190010

Dear Riverside County Board of Supervisors,

On behalf of the Inland Empire Labor Council AFL-CIO and the over 300,000 union working families in San Bernardino and Riverside Counties, I am writing in support of in support of the Shryne Group Inc.'s application for Conditional Use Permit No. 190010.

The Inland Empire region has a long history of seeing the transformation of our economy from agricultural to logistics. This transformation has not necessarily resulted in establishing good jobs with benefits where residents from our community can live, work, and retire here. The legal cannabis industry is a newly regulated market that can change that in our region by providing good jobs that have strong wages and benefits that can't be outsourced. The legal cannabis industry provides workers with transferable skills that are cutting edge in other industries. This is vital to diversifying our economy and lifting families out of poverty.

The legal cannabis industry has employers, like the Shryne Group Inc, that are leading the way as to what a good employer model is. The Shryne Group Inc provides their workers with paid holidays, paid vacation days, wage increases, and worker representation in the workplace. This kind of leadership has proven to be critical especially during this COVID-19 pandemic and our continued recovery. These are the kind of employers that our region needs and should attract to thrive.

The Inland Empire Labor Council, AFL-CIO, representing working families from the Public, Private, and Building Trades sectors, OPPOSES the denial of Conditional Use Permit No. 190010 and request that you support the approval of the Shryne Group Inc's application for a dispensary.

Sincerely,

Ricardo Cisneros  
Executive Secretary-Treasurer  
Inland Empire Labor Council, AFL-CIO

**Maxwell, Sue**

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 8:37 PM  
**To:** COB; brendenarchuleta87@gmail.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Brenden  
Last Name: Archuleta  
Address (Street, City and Zip): 19750 francisca Ave. corona ca 92881  
Phone: 95103106149  
Email: brendenarchuleta87@gmail.com  
Agenda Date: 09/28/2021  
Agenda Item # or Public Comment: 1900010  
State your position below: Oppose

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210928. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Maxwell, Sue

---

**From:** cob@rivco.org  
**Sent:** Monday, September 27, 2021 6:38 PM  
**To:** COB; eric.lightman@shrynegroup.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the **Riverside County** email system.  
**DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



**First Name:** Eric  
**Last Name:** Lightman  
**Address (Street, City and Zip):** 728 E Commercial St  
**Phone:** 215-582-7666  
**Email:** eric.lightman@shrynegroup.com  
**Agenda Item # or Public Comment:** 1  
**State your position below:** Support  
**Comments:** I will be presenting on behalf of the applicant. I have a short powerpoint I plan to share.  
**Attachments (Must be .pdf, .doc, or .docx):** [Shryne-Group-Riverside-current.pdf](#)

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CUP NO. 190010 / DA NO. 1900006

APPLICANT: Dana and Derek Catalano

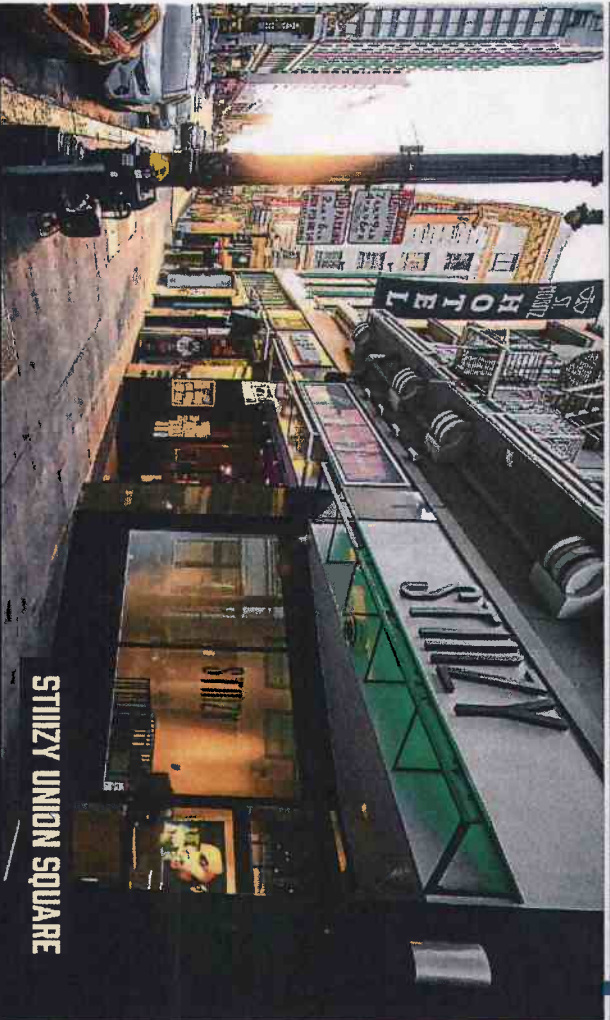
OPERATOR: Shryne Group Inc.



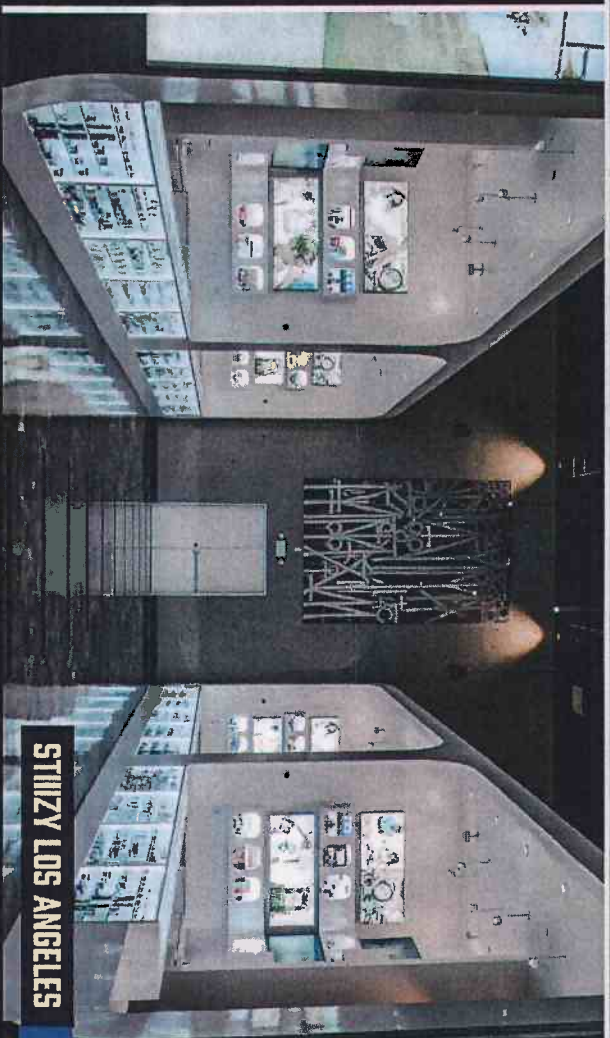
SHRYNE  
GROUP  
INC.



# WORLDCLASS EXPERIENCE



STILZY UNION SQUARE



STILZY LOS ANGELES

OVER 60 SOPs FOR EACH RETAIL STORE  
= 0 COMPLIANCE INFRACTIONS

VERTICAL INTEGRATION  
= HIGH QUALITY PRODUCTS AT AFFORDABLE PRICES

NO. 1

BRAND IN THE COUNTRY

LUXURY SHOPPING EXPERIENCE

CA BEST \$18M ANNUAL REVENUE PER STORE



SHRYNE  
GROUP  
INC.

# LABOR AND EMPLOYMENT PLAN

**SHRYNE GROUP OFFERS GREAT BENEFITS**

**72 HOURS OF PTO PER YEAR, MEDICAL/DENTAL  
BENEFITS & PENSION PLAN**

**\$50K TO \$70K**  
MANAGERS ANNUAL SALARY

**40-50**  
AVAILABLE JOBS

**\$17.50 TO \$24.50**  
HOURLY RATE RETAIL EMPLOYEES EARN

**85%**  
LOCALLY HIRED

**JOB OPPORTUNITIES AVAILABLE AT CORPORATE OFFICES**

  
**UFCW**  
BUILDING A BETTER LIFE

**UNIONIZED WITH THE  
UFCW**



# EMPLOYEE EDUCATION AND DEVELOPMENT

## PROMOTE FROM WITHIN

22 CURRENT HQ CORPORATE EMPLOYEES BEGAN AS RETAIL ASSOCIATES



MINIMUM 80 HOURS OF TRAINING  
FROM OUR TRAINING FACILITY



SAFE USAGE, SCIENCE OF CANNABIS,  
AND COMPLIANCE EMPHASIZED



STATE OF THE ART TRAINING FACILITY  
WITH MOCK STORES



# SAFETY IS PRIORITY #1



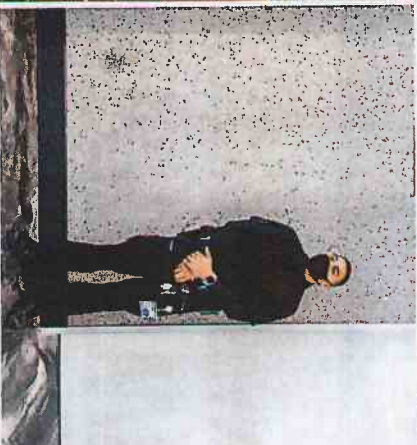
24/7 VIDEO MONITORING

Camera 01

CCTV INSIDE STORE



TRAINED, PROFESSIONAL SECURITY STAFF



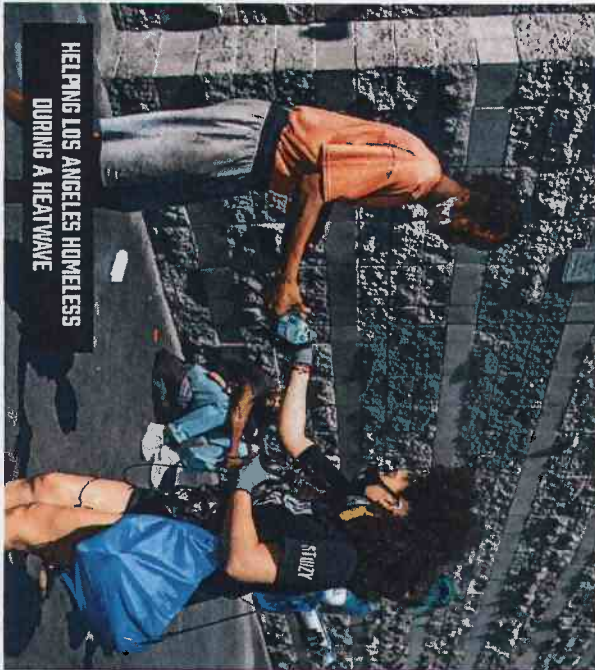
# 0

**BREAK-INS**  
OR ROBBERIES AT ALL LOCATIONS  
DESPITE CIVIL UNREST



SIRRYNE  
INC.

# HISTORY OF COMMUNITY BENEFITS



HELPING LOS ANGELES HOMELESS DURING A HEATWAVE

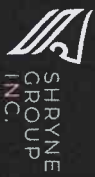


HELPING U.S. MILITARY VETERANS WITH FOOD AND ESSENTIALS



HELPING ESSENTIAL WORKERS WITH HAND SANITIZER AND FOOD

**THANK YOU**



[WWW.SHRYNEGROUP.COM](http://WWW.SHRYNEGROUP.COM)

2021 OCT 13 AM 10:51

October 6, 2021

4080 Lemon St.  
Riverside, CA 92501

**Re: Agenda Item #190010 – conditional use permit for cannabis store**

Board of Supervisors:

I am writing because I was recently made aware a conditional use permit being filed for a **cannabis store within 1,000 feet of our facility**. Additionally, this proposed Cannabis Store would be **near El Cerrito Middle School** which is directly next door to us.

We, as a church and member of the community, are **strongly opposed** to this conditional use permit for the safety of our children, care of our community, and the traffic hazards such a facility creates. These types of facilities tend to bring people from outside of the area with little regard for traffic and child safety.

The immediate neighborhood, the 1,158 students attending El Cerrito Middle School, and our church families need to have a safe neighborhood! Our neighborhood is already struggling with homelessness (many struggling with drug addiction). To place a retail cannabis store within this community seems inconsiderate and not beneficial to the prosperity and wellbeing of the community.

I appreciate your consideration on this matter and hope that this application will be turned down for the sake of our neighborhood. Let's do our best to be considerate and not to create an environment that will make our neighborhoods any less safe than it already is – especially because our county has a shortage of police officers to respond to emergencies in a timely manner.

Thank you!



**Erik Lozolla**  
Executive Director & CFO

10/19/21 5:1



obcc.church  
7702 El Cerrito Road  
Corona, CA 92881

SANTA ANA, CA 926  
7 OCT 2021 PM 3 L

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2021 OCT 13 AM 10: 52

Riverside County Board of Supervisors  
4080 Lemon St  
Riverside, CA 92501



92501-367999





# RIVERSIDE COUNTY PLANNING DEPARTMENT

## MINUTE ORDER RIVERSIDE COUNTY PLANNING COMMISSION – May 17, 2023 COUNTY ADMINISTRATIVE CENTER 1<sup>ST</sup> Floor, Board Chambers, 4080 Lemon Street, Riverside, CA 92501

### I. AGENDA ITEM 3.1

**CONDITIONAL USE PERMIT NO. 190010, DEVELOPMENT AGREEMENT NO. 1900006, VARIANCE NO. 210103 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 FAR) – Location: North of Jolora Avenue, east of Temescal Canyon Road, south of El Cerrito Road, and west of Arcadia Street – 0.54 Acre – Zoning: General Commercial (C-1/C-P).

### II. PROJECT DESCRIPTION:

Conditional Use Permit No. 190010 proposes to use an existing building as a storefront for a retail cannabis business with existing parking. Development Agreement No. 1900006 would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area. Variance No. 210103 is a request to allow for a shorter distance of 990 ft. from the required 1,000 ft. from sensitive land uses per Ordinance 348.

### III. MEETING SUMMARY:

The following staff presented the subject proposal:  
Jose Merlan (951)955-0314 or email at [jmerlan@rivco.org](mailto:jmerlan@rivco.org). Continued from April 19, 2023.

Spoke in favor:

Cyrus Pai – Applicant - [Cyrus.pai@shrynegroup.com](mailto:Cyrus.pai@shrynegroup.com)  
Kelsey Fagan – Applicant Representative - [Kelsie.fagan@shrynegroup.com](mailto:Kelsie.fagan@shrynegroup.com)  
Ashley Medina- Applicant Representative - Corona, CA 92879  
Jesse Ramirez- Neighbor - 610 E 7<sup>th</sup> St Corona, CA 92879  
Yesenia Gonzales- neighbor - [Yesenia@ufcw1167.org](mailto:Yesenia@ufcw1167.org)  
James Garrison- Neighbor - [jgarrison@shremshock.com](mailto:jgarrison@shremshock.com)  
Cassadi Boyd- Neighbor - [cassadiboyd@yahoo.com](mailto:cassadiboyd@yahoo.com)  
Christian Woods- Neighbor - [C.w89ds@yahoo.com](mailto:C.w89ds@yahoo.com)  
Kendel Herron- Neighbor - [Kendelrenae@gmail.com](mailto:Kendelrenae@gmail.com)  
George Stephan- Neighbor - [Gstephan310@gmail.com](mailto:Gstephan310@gmail.com)  
Daniela Reyes- Neighbor - [Danieamarin6@gmail.com](mailto:Danieamarin6@gmail.com)  
Sarah Solis- Neighbor - [Sarahhsolis@yahoo.com](mailto:Sarahhsolis@yahoo.com)  
Vanessa Solis- Neighbor - [Vanessasolis213@gmail.com](mailto:Vanessasolis213@gmail.com)  
Ellen Hernandez- Neighbor - [Hernandezellen10@gmail.com](mailto:Hernandezellen10@gmail.com)  
Angelina Huerta- Neighbor - [Angelinahuerta1151@gmail.com](mailto:Angelinahuerta1151@gmail.com)  
Ray Chang- Neighbor - 714-944-0559  
Andrea Garcia- Neighbor - 909-273-8176

Spoke in Opposition:

Robin Steele- Neighbor  
Sylvia Jameson- Neighbor - 951-737-5461 donated time to Robin Steele  
Robert Snyder- Neighbor - 951-406-9817  
Maridee Snyder- Neighbor - 951-454-6939 donated time to Robert Snyder  
Monica Gutierrez- Neighbor - 951-333-3109  
Mary Helen Flores- Neighbor - 951-737-5461 donated time to Monica Gutierrez  
John Gutierrez- Neighbor - 951-333-3210 donated time to Monica Gutierrez  
Lovetta Ward- Neighbor - 951-847-4779  
Zipporah Watt – Neighbor 951-768-0682

No one spoke in Neutral position.



**RIVERSIDE COUNTY**  
**PLANNING DEPARTMENT**

**MINUTE ORDER**

**RIVERSIDE COUNTY PLANNING COMMISSION – May 17, 2023**

COUNTY ADMINISTRATIVE CENTER

1<sup>ST</sup> Floor, Board Chambers, 4080 Lemon Street, Riverside, CA 92501

**IV. CONTROVERSIAL ISSUES:**

Proximity to sensitive use (private school), traffic congestion/safety.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Closed

Staff's recommendation did not carry.

Motion to deny by Commissioner Gruytch, 2<sup>nd</sup> by Commissioner Ruiz. Motion to Deny did not carry;  
by a vote of 2-2

Item will move forward without a recommendation by the Planning Commission to the Board of Supervisors.

# CUP190010

# CUP - CANNABIS RETAIL W/ DELIVERY

## 19700 TEMESCAL CANYON RD.

## APN 277-110-040

## APN 277-110-017 / APN 277-110-015

### SCOPE OF WORK:

### CONDITIONAL USE PERMIT FOR CANNABIS FACILITY :RETAIL W/ DELIVERY

- REMODEL OF AN EXISTING TENANT SPACE FOR A NEW ADULT-USE CANNABIS RETAIL STORE. WORK INCLUDES MECHANICAL, PLUMBING AND ELECTRICAL WORK, AS WELL AS NEW PARTITIONS, FINISHES AND SIGNAGE.
- NO GRADING PROPOSED
- VAR 210013 & DA190006 ENTITLEMENT REQUESTS

LEGAL DESCRIPTION:  
 .26 ACRES M/L IN LOTS 8 & 9:  
 LOTS 8 AND 9 OF BLOCK "A" OF BLUE DIAMOND ADDITION TO CORONA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
 EXCEPT THE NORTHERLY 80 FEET OF SAID LOTS;  
 ALSO EXCEPT THEREFROM THE SOUTHWESTERLY 4 FEET AS GRANTED TO THE COUNTY OF RIVERSIDE, IN DEED RECORDED OCTOBER 9, 1975 AS INSTRUMENT NO. 75-124432, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

.28 ACRES M/L IN LOTS 10 & 11:  
 LOT 10, BLOCK A, BLUE DIAMOND ADDITION TO CORONA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
 EXCEPTING THEREFROM THE NORTHERLY 80 FEET THEREOF.  
 LOT 11, BLOCK A, BLUE DIAMOND ADDITION TO CORONA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
 EXCEPTING THEREFROM THE NORTHERLY 80 FEET THEREOF.

TOTAL PROPERTY AREA: .54 ACRES

APPLICABLE CODES:	
1. 2016 CBC	
2. 2016 EBC	
3. 2016 MBC	
4. 2016 PBC	
5. 2016 CALIFORNIA FIRE CODE (CFC).	
BUILDING INFO:	
BUILDING AREA:	
(E) SPACE:	YES
TOTAL LOT SIZE:	0.54 AC
(N) STRUCTURE:	NO
(E) STRUCTURE:	1,625 SF
OCCUPANCY & CONSTRUCTION TYPE:	
CONST. TYPE:	TYPE IV
FIRE PROTECTION:	NO SPRINKLERED
OCCUPANCY:	C
NUMBER OF STORIES:	1
MAXIMUM HEIGHT:	15'-0"

### SHEET INDEX

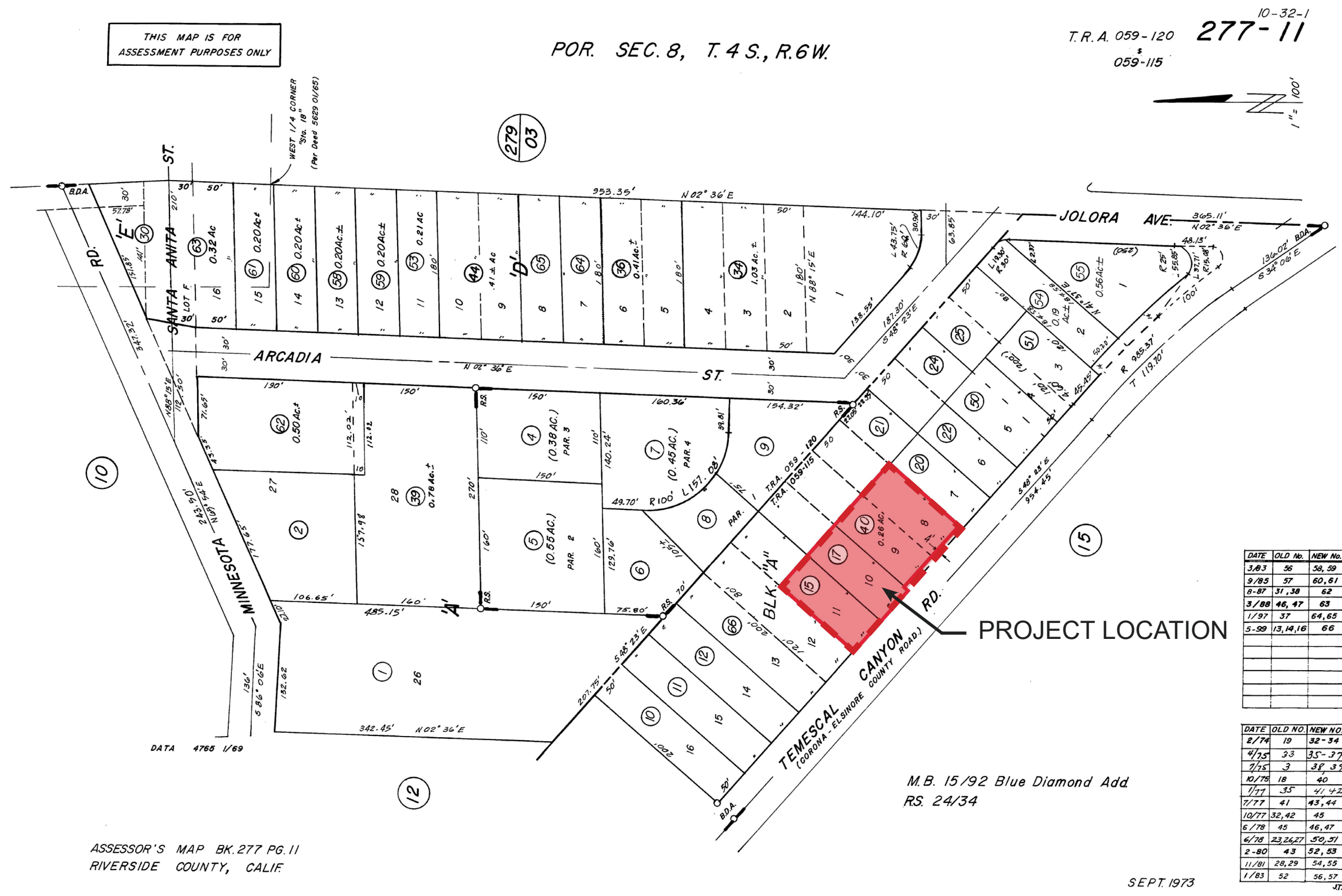
- G1 - COVER SHEET
- S1 - SITE PLAN
- S2 - SITE PLAN
- S3 - SITE PHOTO INDEX
- S4 - LANDSCAPE AND SITE LIGHTING PLANS
- S5 - SITE PLAN OVERALL
- A1 - EXTERIOR ELEVATIONS
- A2 - FLOOR PLAN
- A4 - INTERIOR RENDERINGS
- A5 - EXTERIOR RENDERINGS
- A6 - EXTERIOR RENDERINGS - EVENING
- A7 - RENDERED SITE PLAN
- L1 - LIGHTING SPECS
- L2 - LIGHTING SPECS
- L3 - LIGHTING SPECS
- L4 - LIGHTING SPECS
- L5 - LIGHTING SPECS
- SN1 - SIGN PROGRAM

### PARKING

- SITE PLAN:  
 8 SPACES (MAIN LOT)  
 - (1) VAN ACCESSIBLE  
 - (1) CAR ACCESSIBLE  
 21 SPACES (ADJACENT LOT)  
 29 SPACES PROVIDED TOTAL

### HOURS OF OPERATION

7 AM - 10 PM



PARCEL MAP, NTS:

**APPLICANT:**  
 Derek F. Catalano  
 4079 Shady Ridge Circle  
 Corona, CA 92881  
 951-415-0064  
 derekc646@aol.com

**DESIGN:**  
 SHREMSHOCK ARCHITECTS  
 AND ENGINEERS  
 7775 Walton Pkwy.  
 STE 250  
 New Albany, OH 43054  
 614-545-4550  
 jgarrison@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
 19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

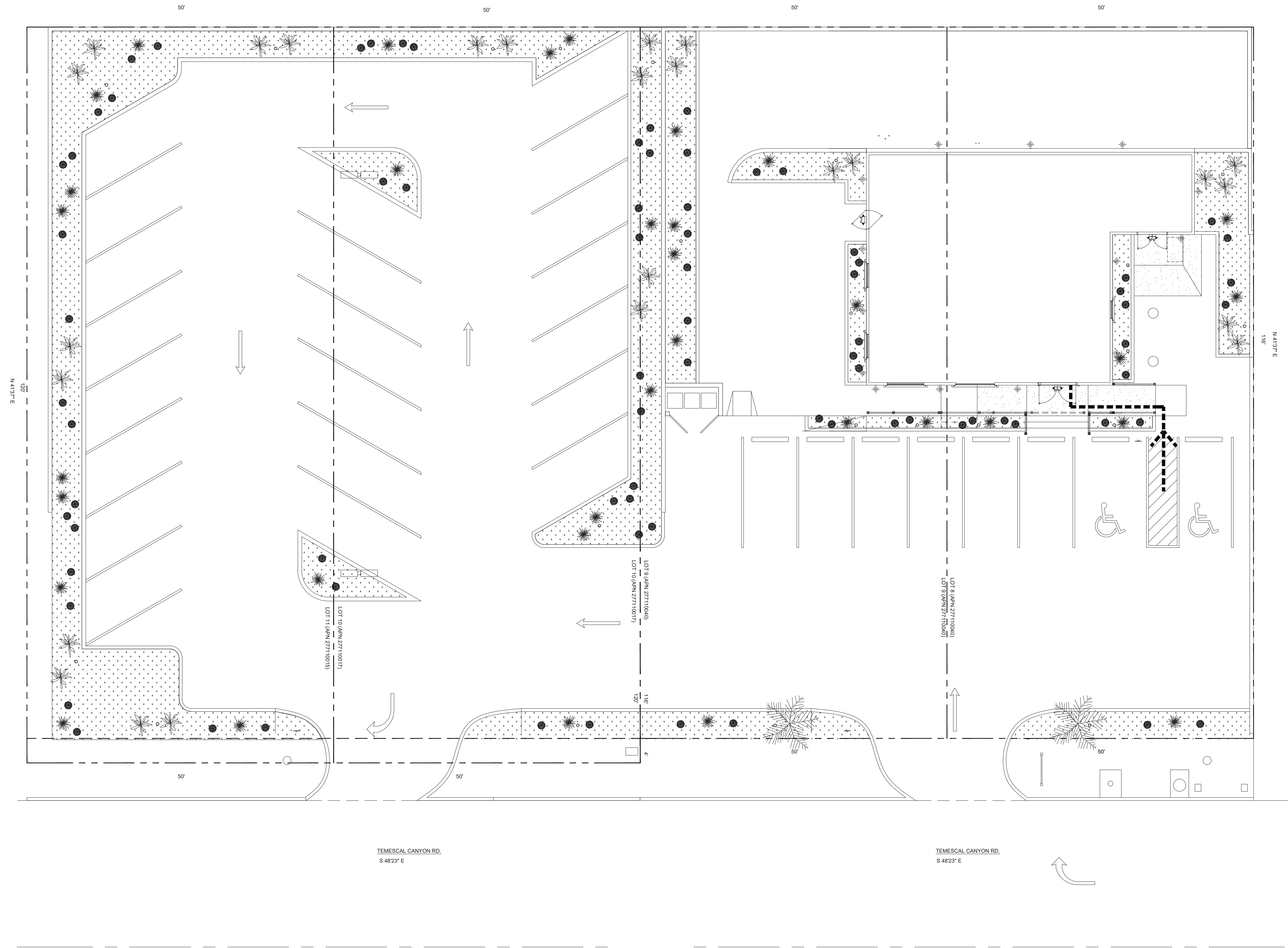
**PROJECT TITLE:**  
 CUP

**COVER SHEET**

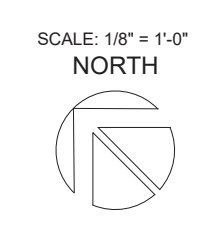
04.28.2023

G1





**SITE PLAN**



**APPLICANT:**  
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 951-415-0064  
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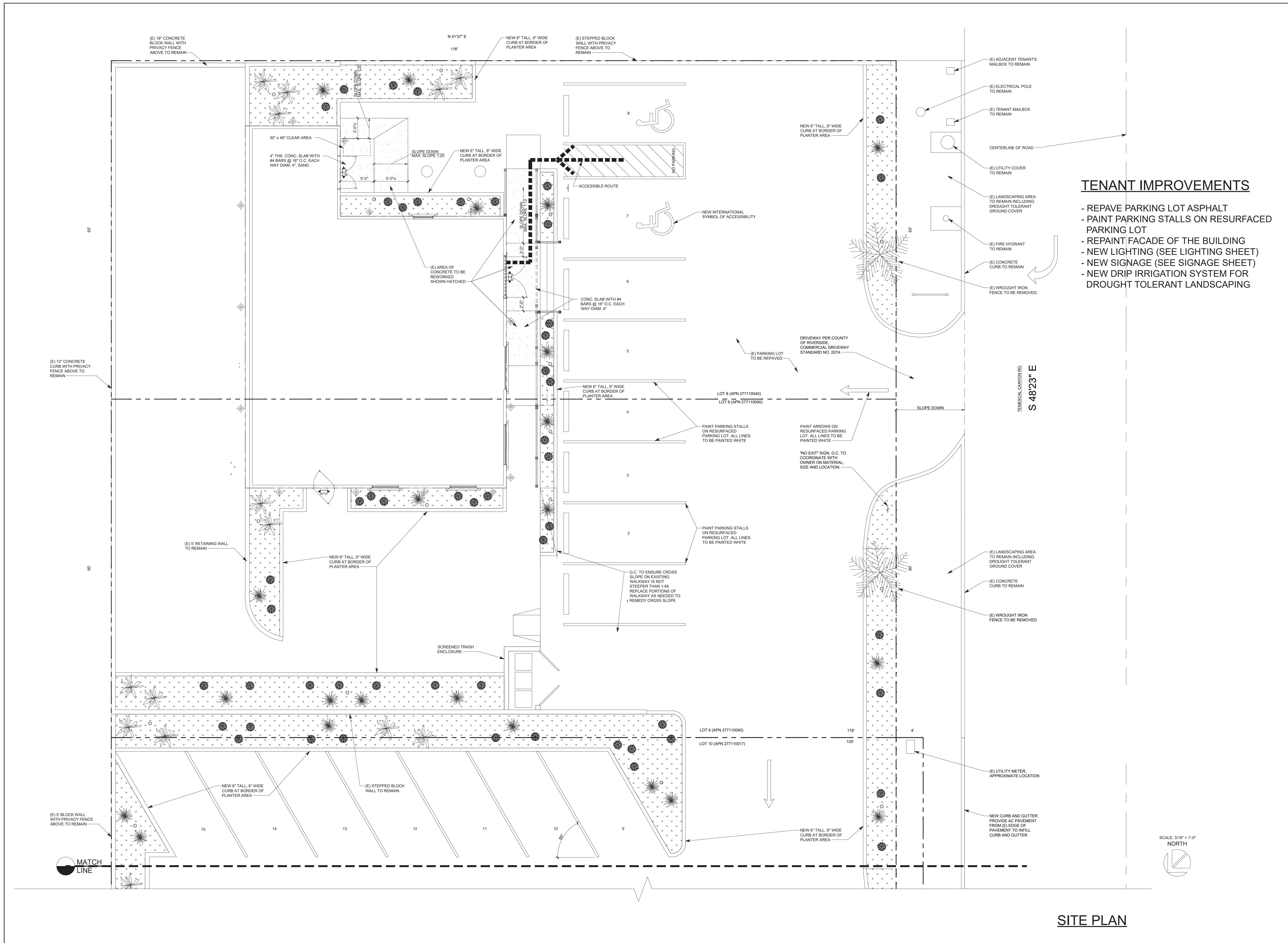
PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**  
 CUP

**SITE PLAN  
 OVERALL**

04.28.2023

**S5**



**TENANT IMPROVEMENTS**

- REPAVE PARKING LOT ASPHALT
- PAINT PARKING STALLS ON RESURFACED PARKING LOT
- REPAINT FACADE OF THE BUILDING
- NEW LIGHTING (SEE LIGHTING SHEET)
- NEW SIGNAGE (SEE SIGNAGE SHEET)
- NEW DRIP IRRIGATION SYSTEM FOR DROUGHT TOLERANT LANDSCAPING

**SITE PLAN**

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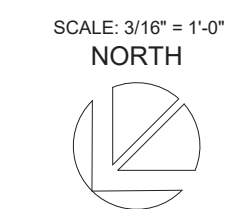
**PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY**  
**19700 TEMESCAL CANYON RD.**  
**CANNABIS RETAIL W/ DELIVERY**

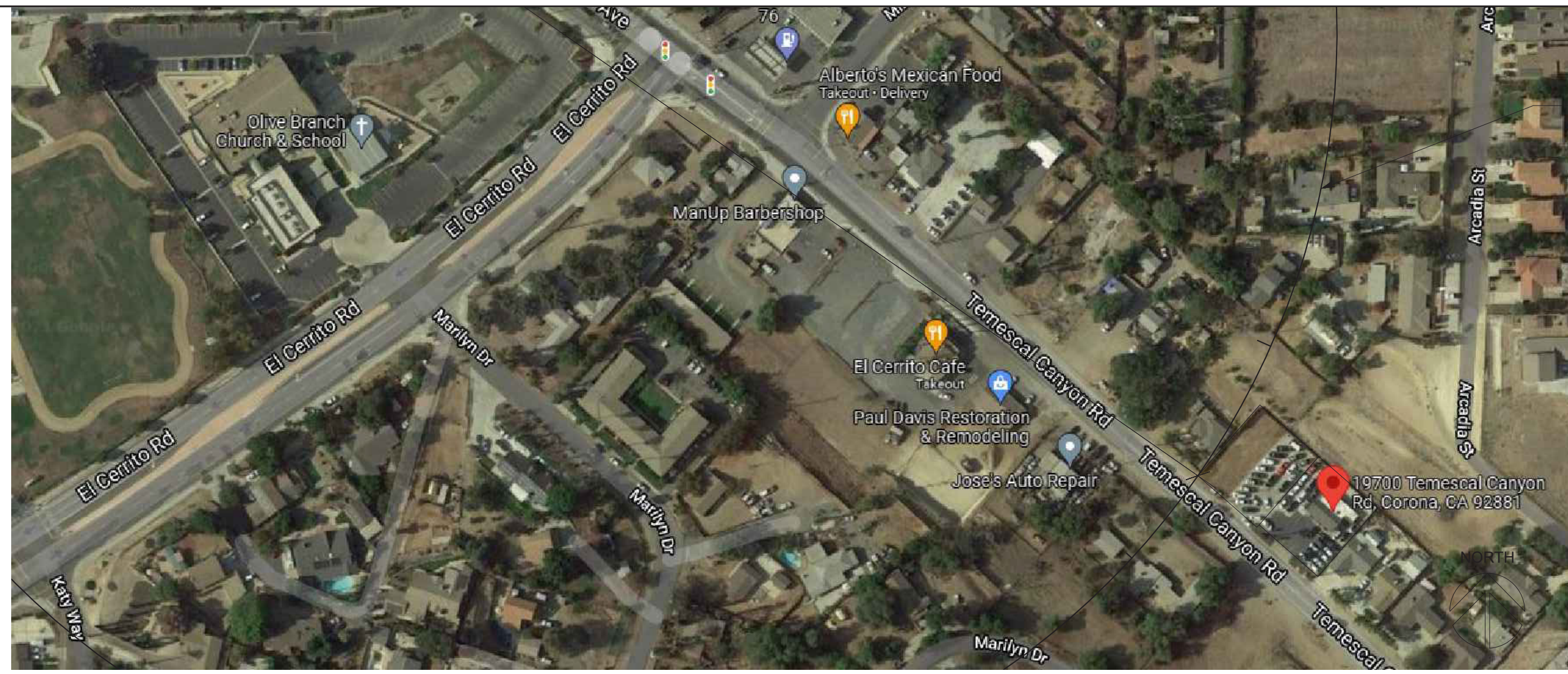
**PROJECT TITLE:**  
 CUP

**SITE PLAN**

04.28.2023

**S1**





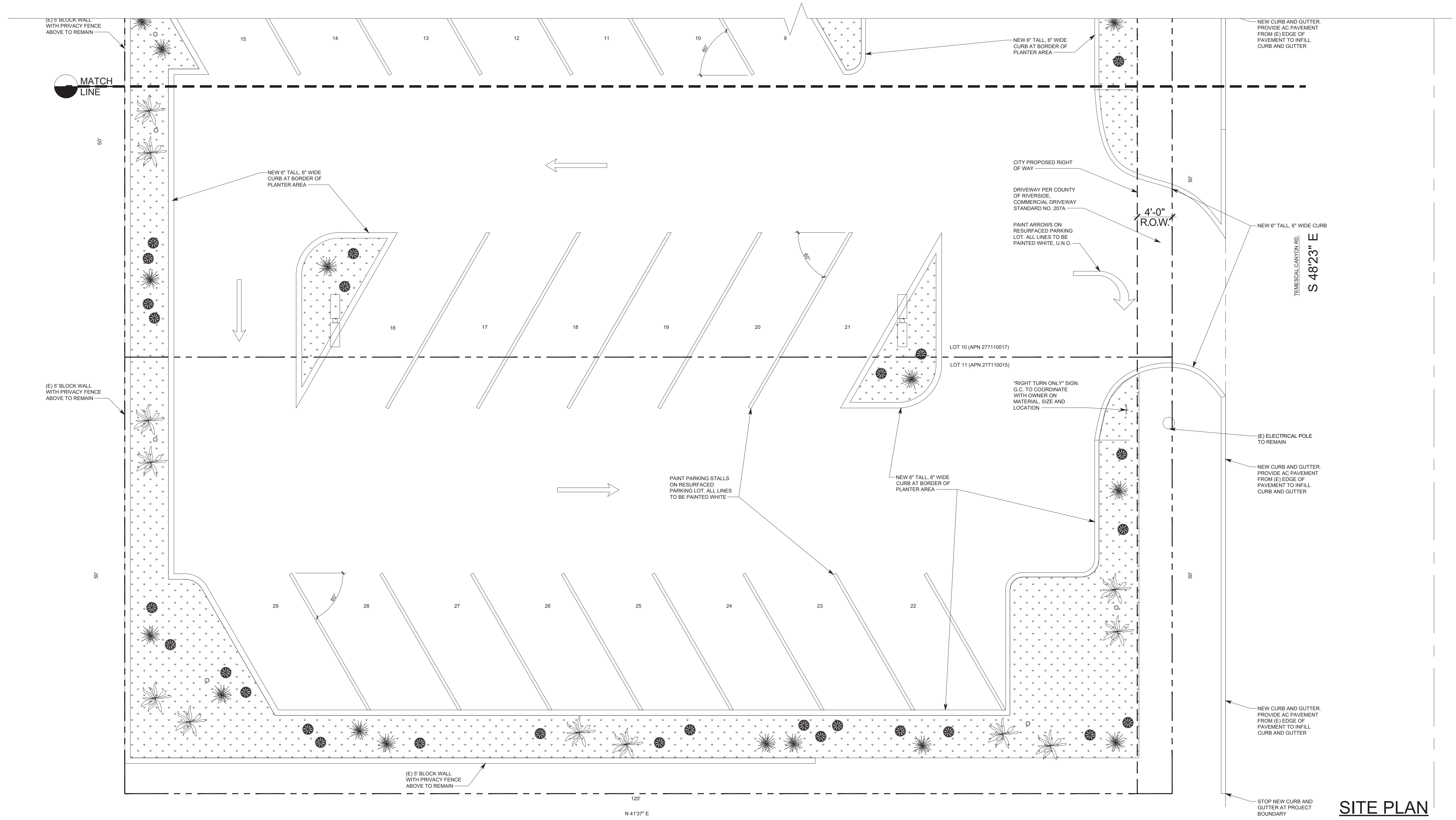
APPROXIMATE LINE OF 99' DISTANCE FROM OLIVE BRANCH CHURCH & SCHOOL PROPERTY LINE

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jgarrison@shremshock.com



SCALE: 3/16" = 1'-0"  
NORTH

**SITE PLAN**

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

SITE PLAN

04.28.2023

**S2**

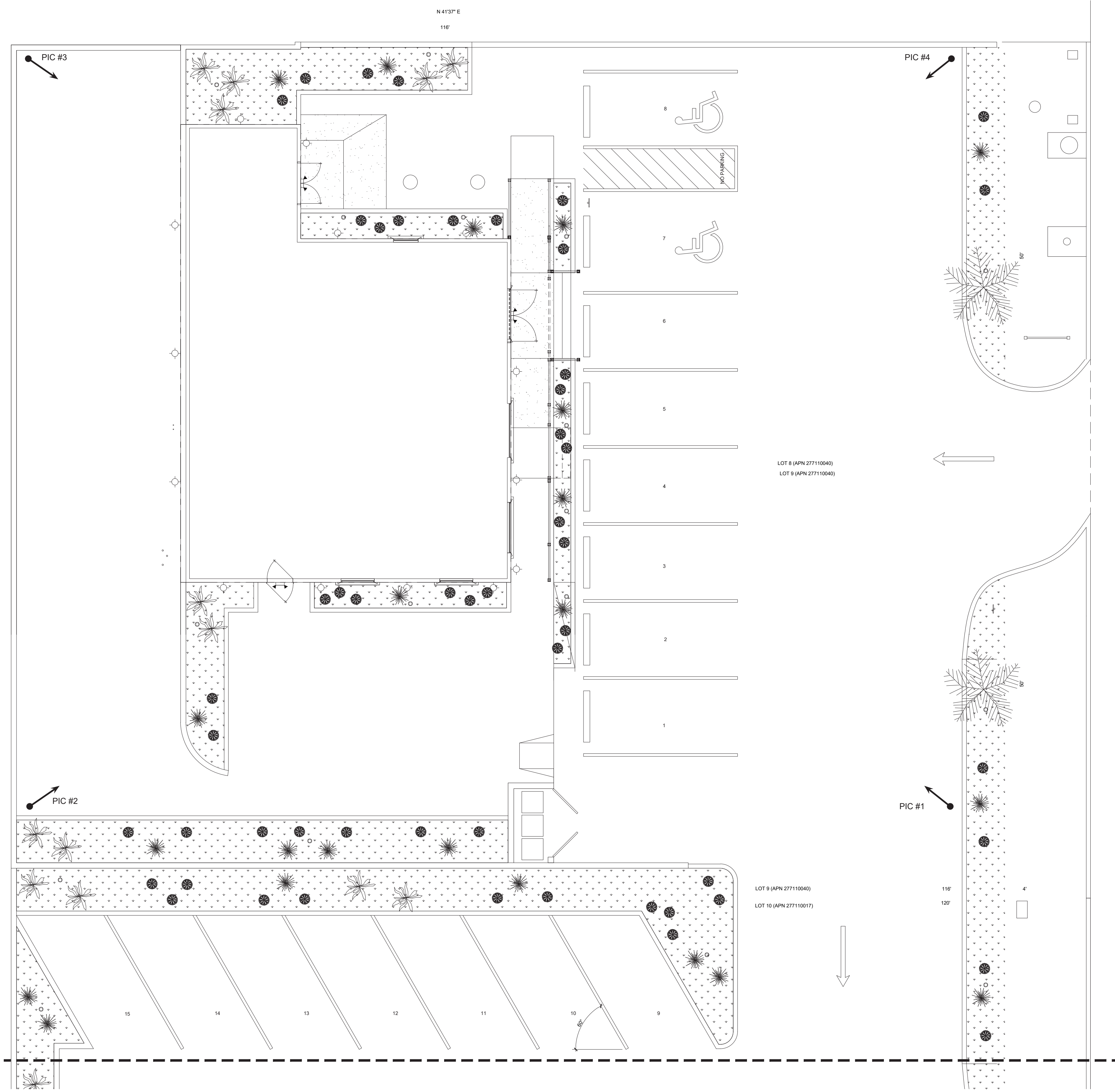


PHOTO KEY PLAN

PIC # 1



PIC # 2

SITE PLAN, 1"=10'



PIC # 3



PIC # 4



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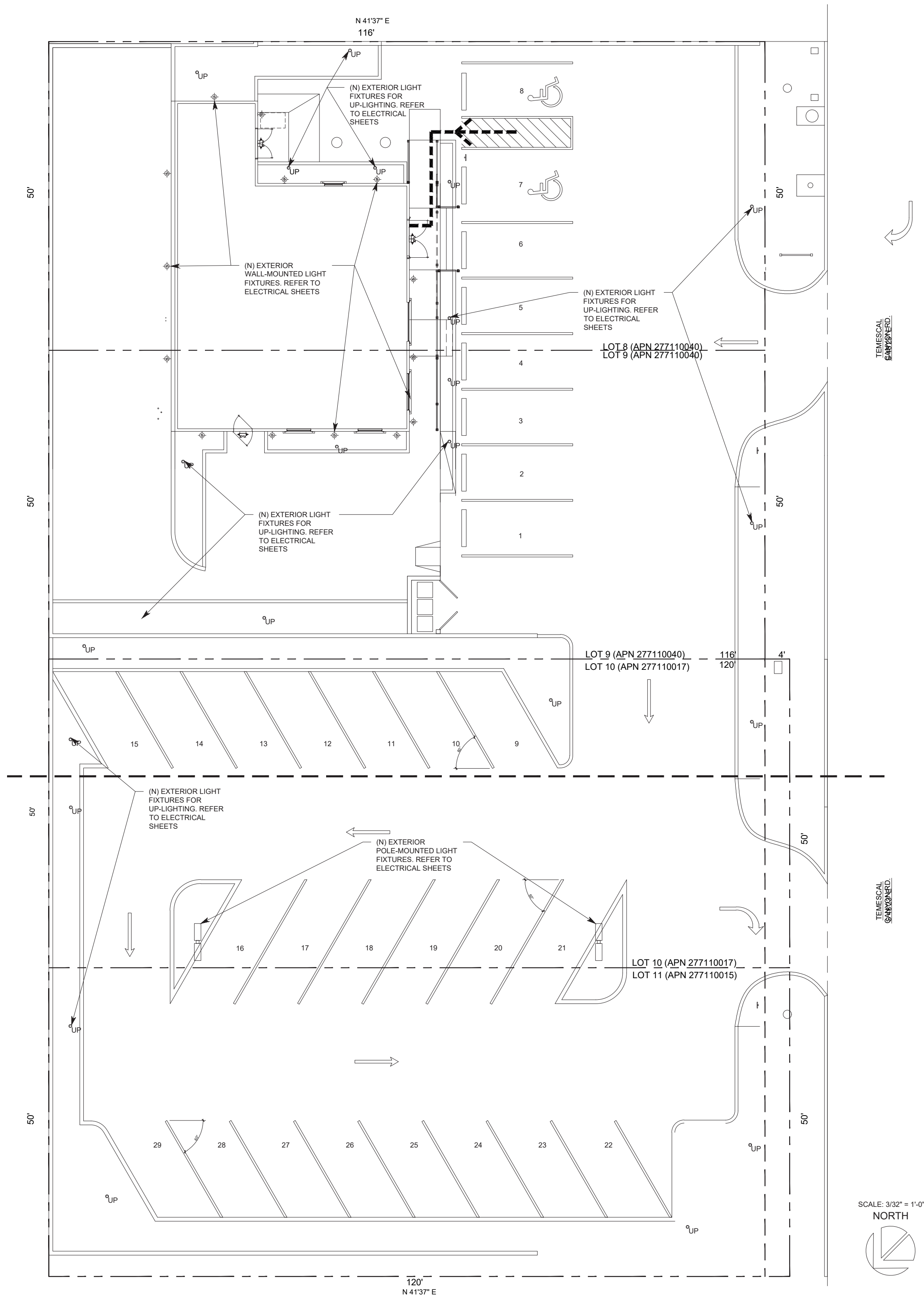
**DESIGN:**  
SHREMSHOCK ARCHITECTS  
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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY  
**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**  
CUP  
  
SITE PHOTO  
INDEX  
04.28.2023

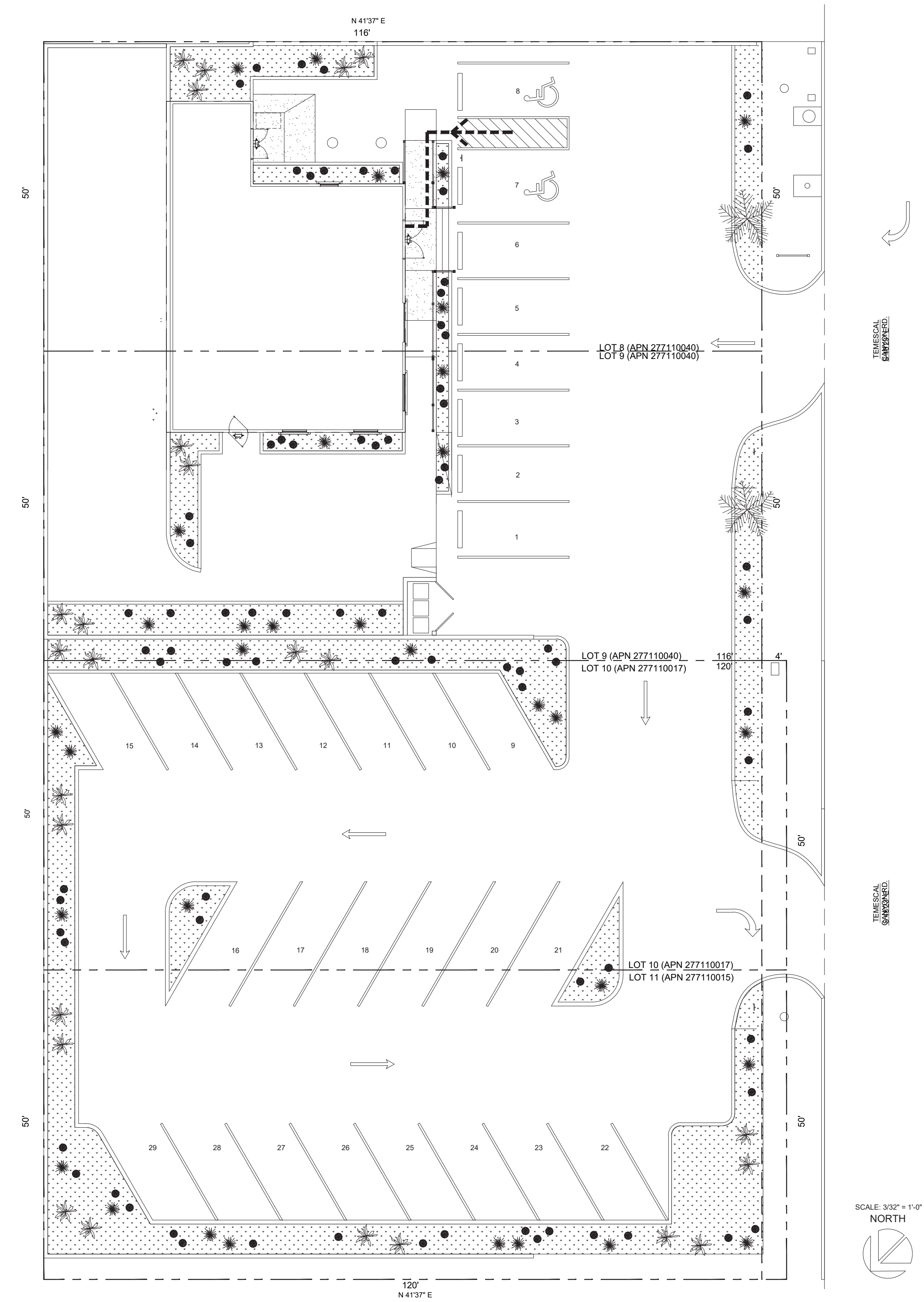
**S3**

**EXTERIOR LIGHTING:**  
 (N) LIGHTING IS COMPRISED OF FIXTURES MOUNTED TO THE EXTERIOR OF THE BUILDING, LED FIXTURES WITHIN LANDSCAPE ZONES TO PROVIDE UP-LIGHTING AND THE POLE-MOUNTED LED FIXTURES LOCATED IN THE ADJACENT PARKING LOT.



**SITE PLAN - LIGHTING**

**LANDSCAPING :**  
 \* PALM TREE - EXISTING  
 \* PLANT TYPE #1  
 \* PLANT TYPE #2  
 \* PLANT TYPE #3  
 [Pattern] LANDSCAPE ZONE



**SITE PLAN - LANDSCAPE**

**APPLICANT:**

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

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 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

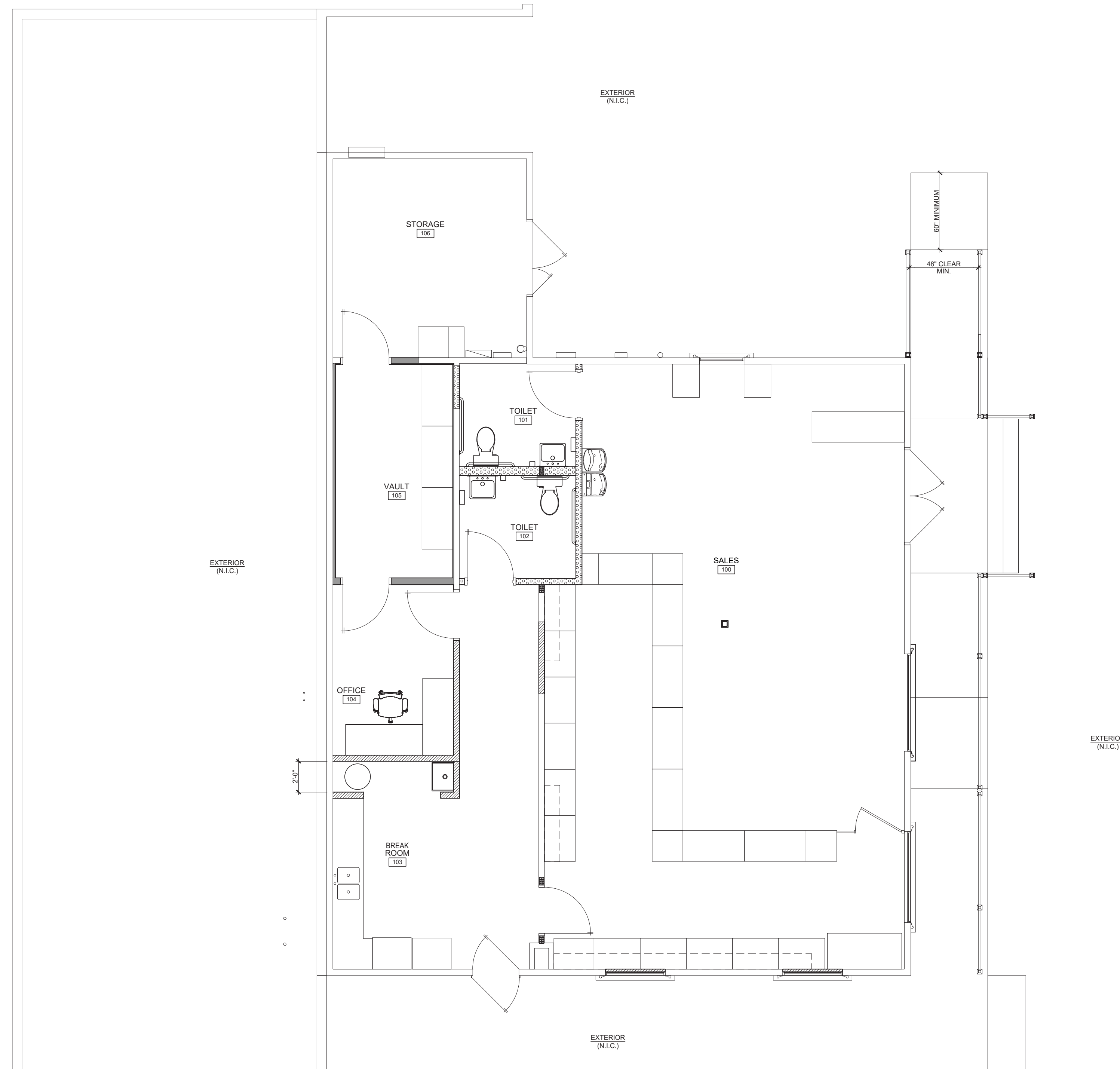
CUP

LANDSCAPE AND  
 LIGHTING PLANS

04.28.2023

**S4**





**FLOOR PLAN**

**APPLICANT:**

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

FLOOR PLAN

04.28.2023

**A2**



**INTERIOR RENDERINGS**

**APPLICANT:**

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

INTERIOR  
 RENDERINGS

04.28.2023

**A4**





**EXTERIOR RENDERINGS**

**APPLICANT:**

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 derekc646@aol.com

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 jgarrison@shremshock.com

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

EXTERIOR  
 RENDERINGS

04.28.2023

**A5**



EXTERIOR RENDERINGS - EVENING

**APPLICANT:**

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 derekc646@aol.com

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

EXTERIOR  
 RENDERINGS

04.28.2023

A6



LOT LINE  
(TYP.)

R.O.W.

**APPLICANT:**

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

SITE  
RENDERINGS

04.28.2023

**A7**



CATALOG NUMBER \_\_\_\_\_  
 NOTES \_\_\_\_\_  
 TYPE \_\_\_\_\_



LOWELL | 2



## LOWELL LED

### HIGHLIGHTS

- Indirect and direct lighting
- Suitable for wet locations
- Integral 120V-277V driver
- Dimmable with low voltage magnetic dimmer
- Heat strengthen borosilicate glass lens
- Powder coated with a super durable TGIC powder coat finish

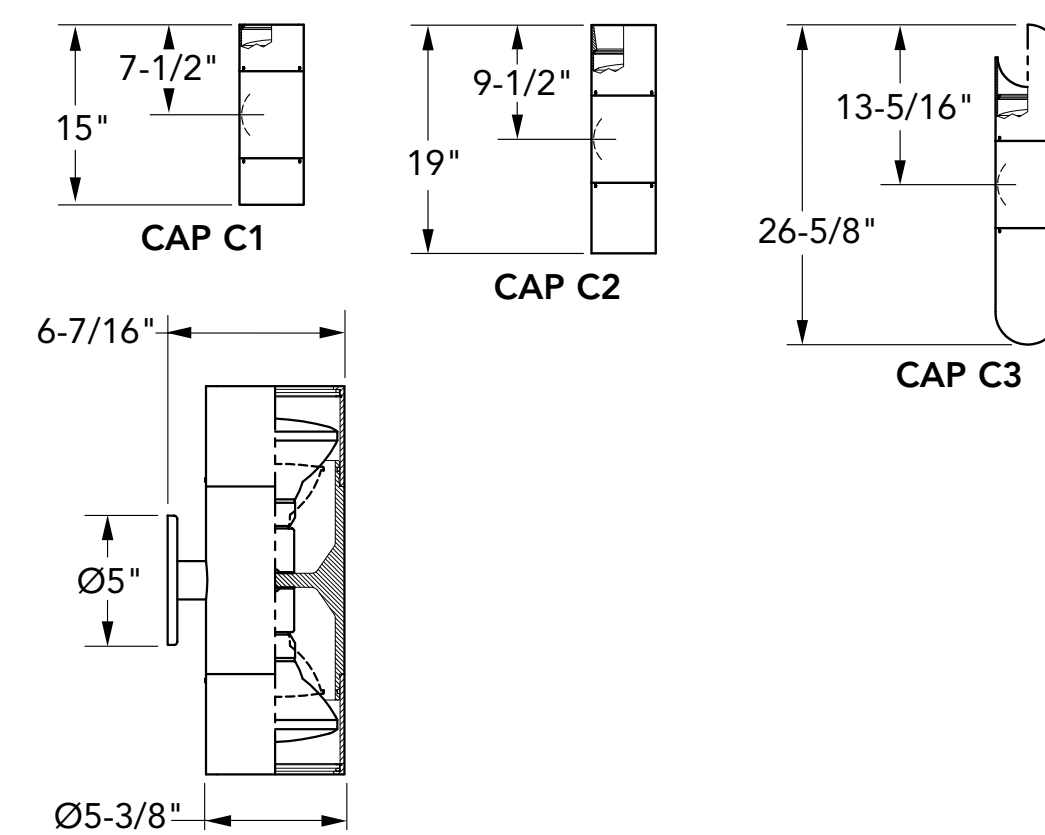
5  
YEAR  
warranty



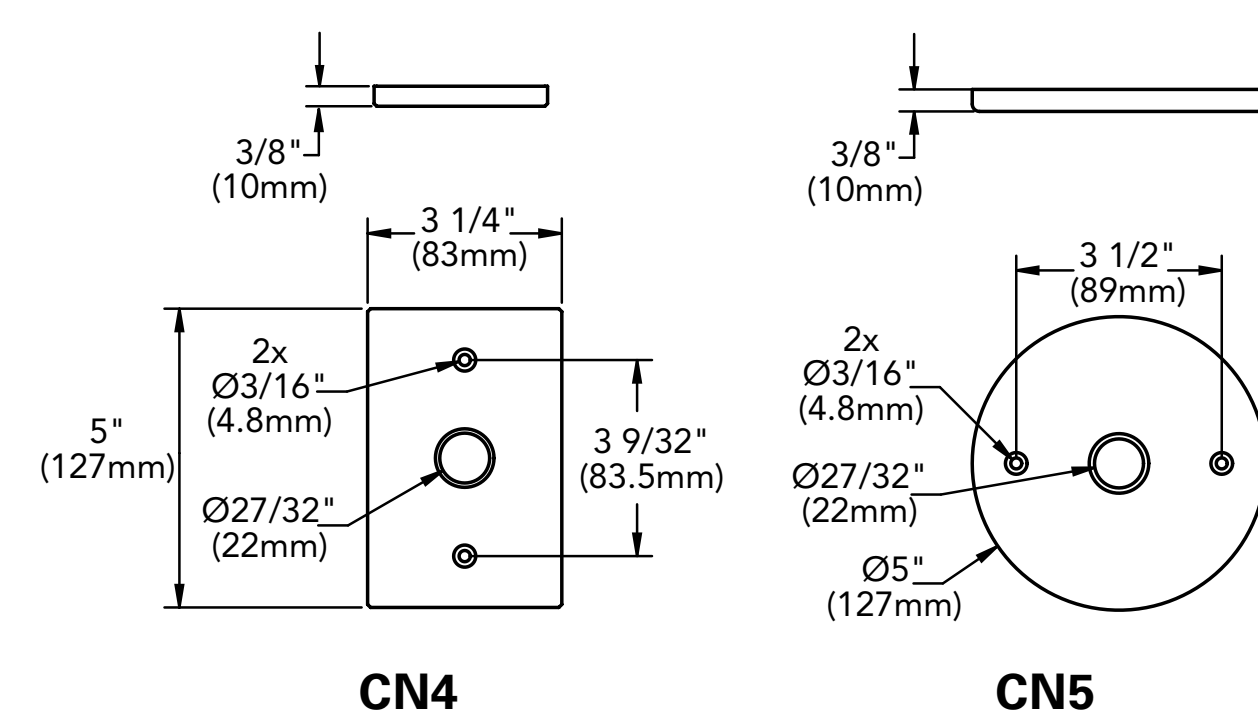
### Specifications

Height:	15" (381 mm) w/C1 19" (483 mm) w/C2 26-5/8" (676 mm) w/C3
Width:	6-7/16" 164 mm
Weight:	16lbs

### DIMENSIONS



### MOUNTING



### ORDERING INFORMATION

EXAMPLE: LOWELL 2/9LED38 277 NSP CN4 IHL C1 NBS

Series*	Source*	Color Temperature*	Voltage*	Distribution*	Mounting Accessories*	Options <sup>1</sup>
LOWELL	2/9LED38	30K 40K 50K	120 277	NSP Narrow Spot NFL Narrow Flood FL Flood	CN4 Rectangular canopy CN5 Round 5" canopy	<b>Internal Louver</b> IHL Honeycomb Louver <b>Internal Accessory</b> L1 Prismatic Lens L2 Linear Spread Lens L3 Softening Lens <b>Internal Filters</b> FA Amber FG Green FGD Green Dichroic FLB Light Blue FM Mercury Vapor FMB Medium Blue FMBD Medium Blue Dichroic FR Red FRD Red Dichroic
External Caps*	Finish*					
C1 Short Flush C2 Recessed Lens C3 45° Angle Cut	<b>All Material</b>		BL Black Textured BRS Bronze Smooth BRT Bronze Textured DBL Black Smooth DDB Designer Bronze DNA Natural Aluminum NBS <sup>2</sup> Natural Bronze Smooth VET Verde Textured WH White CF Custom Finish WHS White Smooth			

Notes:  
 1 Up to 3 internal options can be specified.  
 2 NBS paint uses specialty pigments to give a natural appearance that may vary by fixture.

### APPLICANT:

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### DESIGN:

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY

### PROJECT TITLE:

CUP

### LIGHTING SPECS

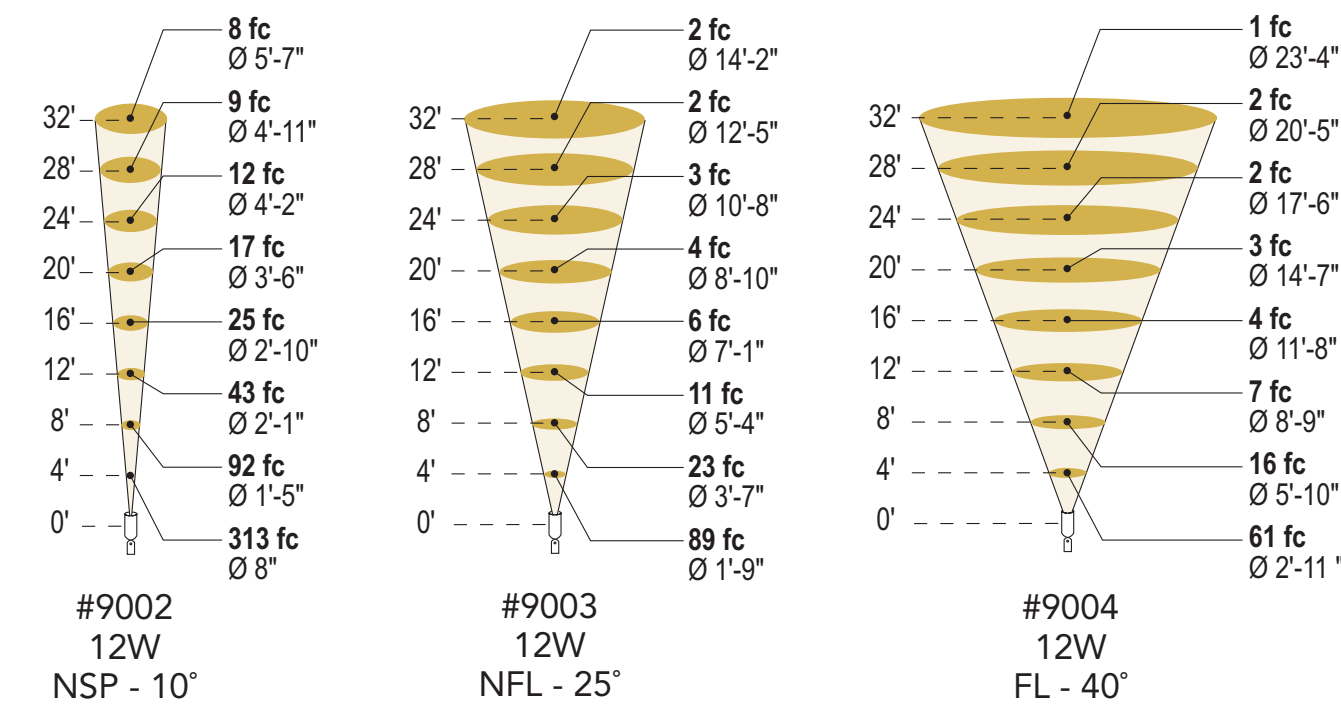
04.28.2023

L1

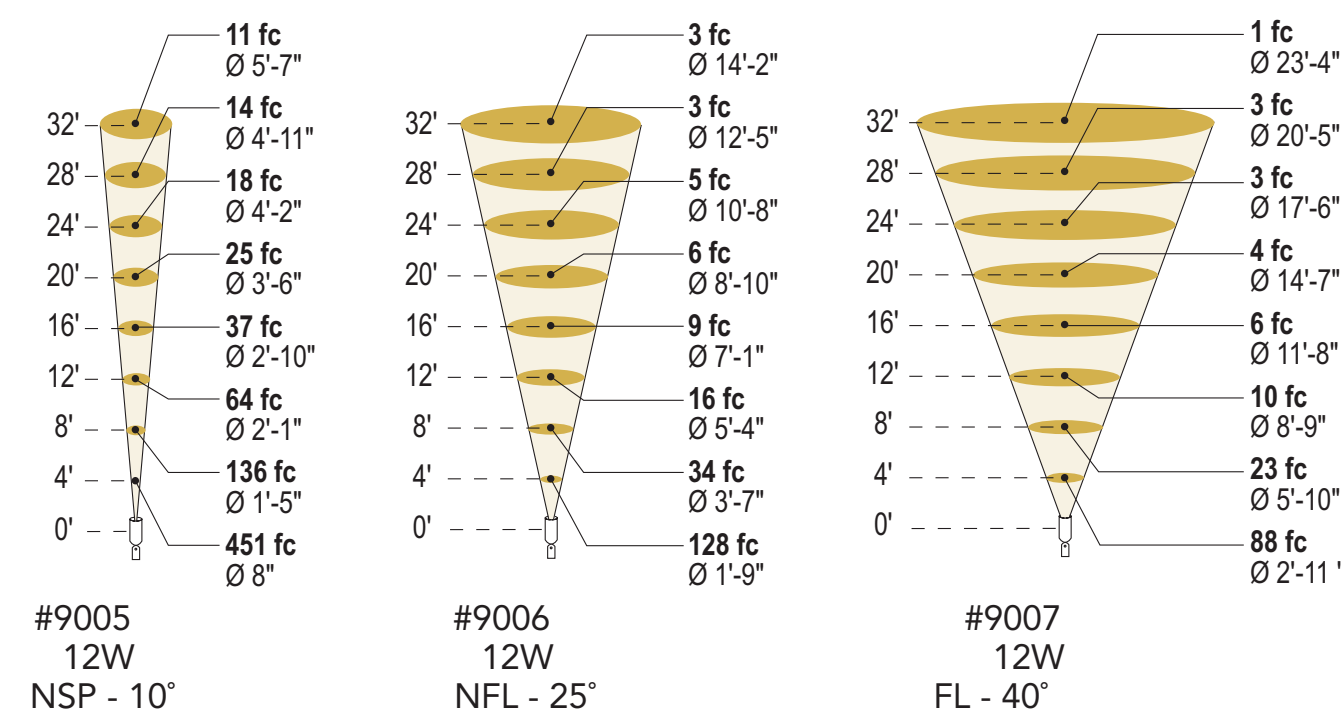
**PHOTOMETRIC DIAGRAMS**

Isocandela plots for LOWELL LED. To see complete photometric reports or download .ies files for this product, visit [www.hydrrel.com/](http://www.hydrrel.com/)

**PHOTOMETRY • LED-38 WARM WHITE 3000K**



**PHOTOMETRY • LED-38 COOL WHITE 5000K**



LED unit independently tested at BAL LABS inside of a fixture to LM-79-08 standard.

9006 & 9007 multiplier used based on 9003 & 9004 results.

\*All information is subject to change without prior notice. All diameter dimensions are nominal.

**SPECIFICATIONS AND FEATURES**

**CONSTRUCTION:** Body and caps cast from 356 - T6 ALUMINUM, stem and mount plate machined from 6061 - T6 ALUMINUM. Lens cut from tempered borosilicate glass for superior clarity and strength. Two medium base 4kV pulse rated porcelain sockets rated 660W-600V, with 18 ga. 200°C, 600V leads.

**LIGHT SOURCE:** Hydrel proprietary replaceable LED unit using three (9) High Output LEDs and an integral low voltage (11V-14V) AC/DC LED driver and a field replaceable optic. All within 3 MacAdam ellipses.

**VOLTAGE:** 120 or 277.

**DISTRIBUTION:** Available in three (3) beam spreads; Narrow Spot, Narrow Flood, and Flood.

**FEATURES:** Field replaceable lens. Any combination of up to 3 lens accessories/color filter/shielding can be specified for cap style and are held securely by a removable stainless steel clip ring. All fixtures come standard with the Watershed™ Lens.

**POWER SUPPLY:** Integral AC LED drivers included.

**MOUNTING:** CN4 for mounting to a rectangular J-box. CN5 for mounting to a 5" Round or octagonal J-box.

**FINISHES:** Available in standard TGIC polyester powder coat finishes. Custom powder coat finishes available (contact factory for more information) \*Remote ballast box in standard gray powder coat only.

**LISTING:** cETLus, suitable for wet locations, laboratory tests conducted by ETL to UL Standard UL-1598 and UL-8750

**BUY AMERICAN:** This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to [www.acuitybrands.com/resources/buy-american](http://www.acuitybrands.com/resources/buy-american) for additional information.

**WARRANTY:** 5-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/support/customer-support/terms-and-conditions](http://www.acuitybrands.com/support/customer-support/terms-and-conditions) Consult factory for details.

**NOTE:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

**PROJECT TITLE:**

CUP

**LIGHTING SPECS**

04.28.2023

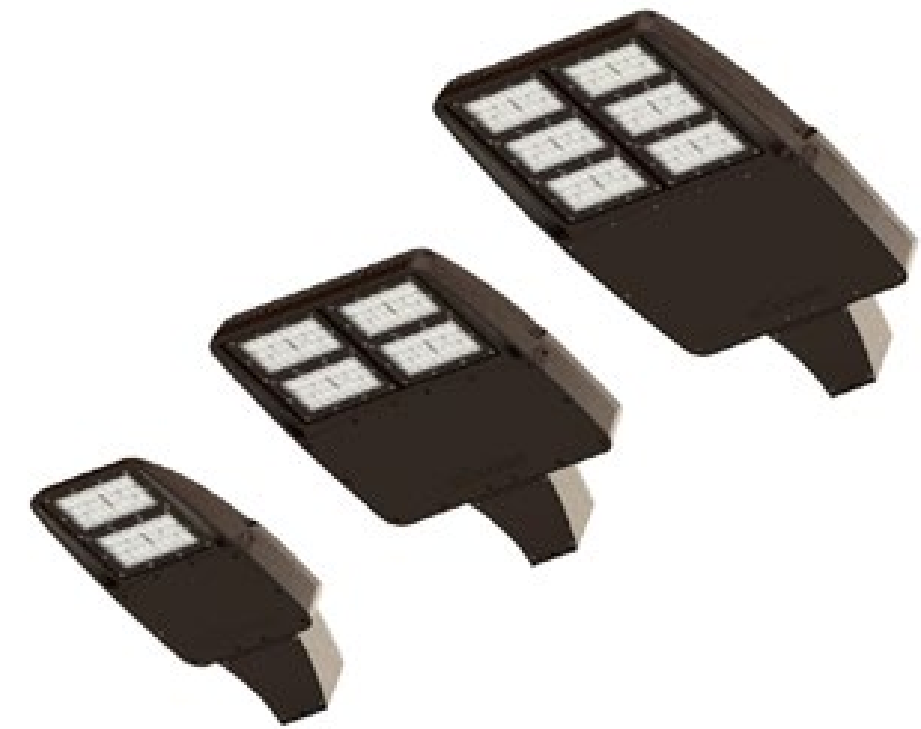
L2

# GridLite

LED SITE LIGHT FIXTURE

**ENERGYLITE**  
PROJECT TYPE

- 120 - 277 V Standard; 347 - 480 V option available
- 10 year warranty
- Chip-scale package LEDs
- 0 - 10 V dimming standard; DALI dimming option available
- C136.41 compliant rotating photocell receptacle
- Corrosion resistant powder-coated finish to minimum 3.0 mil. thickness
- Die cast aluminum housing designed for optimal thermal performance
- Marine grade finish option available
- Motion sensor option available - bi-level setting standard with low point of 50% and a 15 minute delay.
- IDA Dark Sky listed ≤3000K, Site Arm and Horizontal Tenon only
- IP66 rated optical and electrical chambers
- 1.5G Bridge Vibration Rated (ANSI C136.31-2018)
- Surge Protection (ANSI C136.2-2015)  
10kV 5kA Standard; 20kV 10kA optional\*
- Suitable for wet locations
- Rated for operation -40°C to 40°C; For 50°C, consult factory
- Adjustable for 1½" to 2½" O.D. tenon
- Universal mounting available with the extended site arm

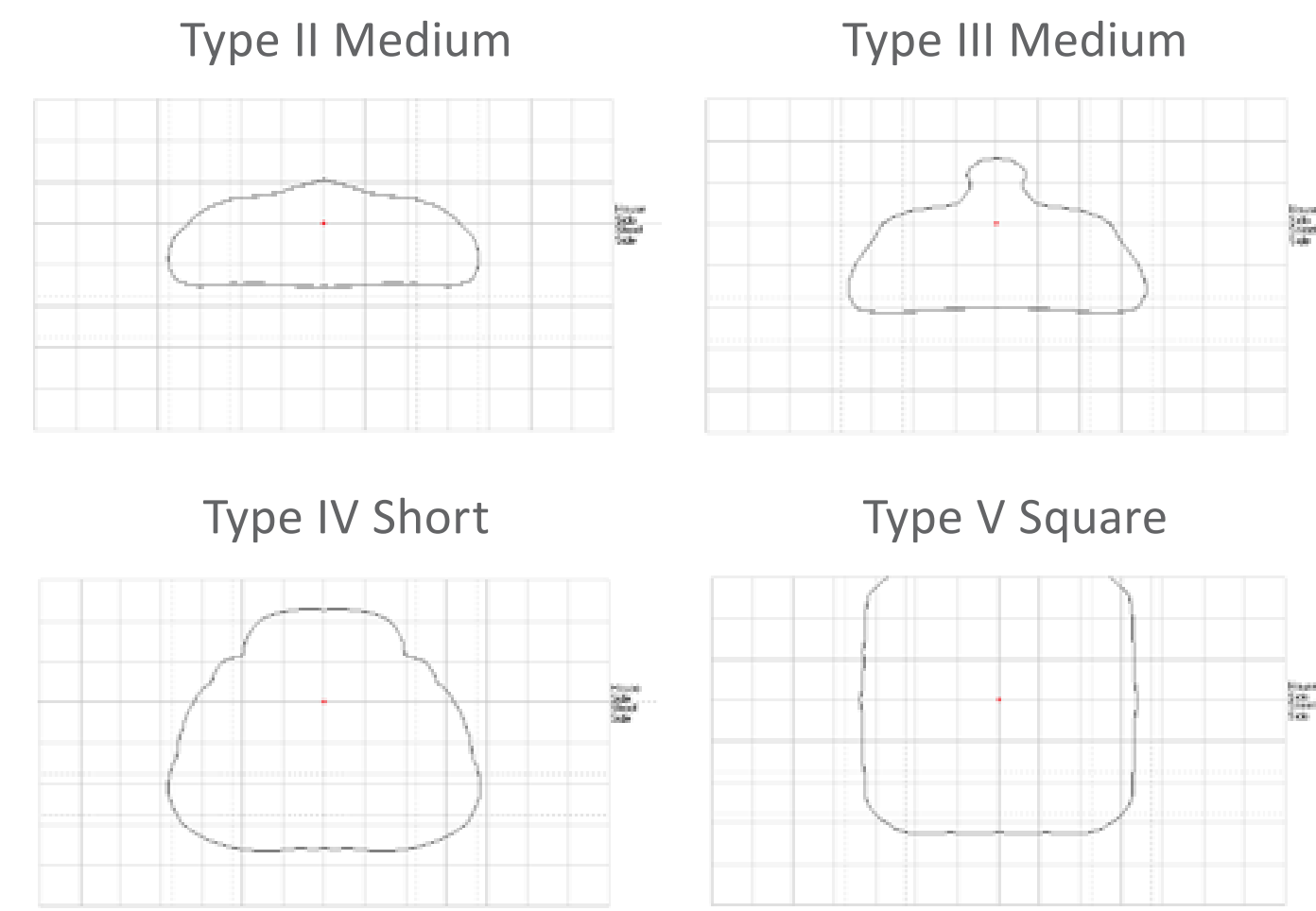


### Projections

**TM-21 Lumen Maintenance Projection** is calculated by utilizing the LED manufacturer's LM80 test data in conjunction with third party verified in-situ LED drive current and LED temperature data. All data is taken at a maximum drive current of 1050 mA and an ambient temperature of 25°C. Projected data is limited to 6 times the actual tested hours by the LED manufacturer.

	Calculated	Projected
L70	>150,000 hours	L70 >60,000 hours
L80	>100,000 hours	L80 >60,000 hours
L90	>40,000 hours	L90 >40,000 hours

### Distribution Types



Solais + EnergyLite | 8655 Corporate Drive, Suite 100 | Frisco, TX 75033 | 469.294.1516  
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	Client: <b>Essence</b>		Type
	Fixture Manufacturer: <b>Solais</b>	Lamp Manufacturer: <b>n/a</b>	
	Cat#: <b>GL2</b>	Cat#: <b>n/a</b>	
	Capitol Light is not responsible for inaccuracies in manufacturers published specifications		

# GL2 GridLite

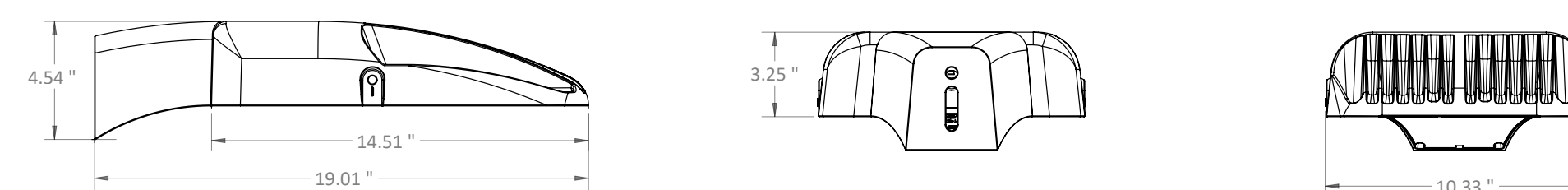
LED SITE LIGHT FIXTURE

**ENERGYLITE**  
PROJECT TYPE

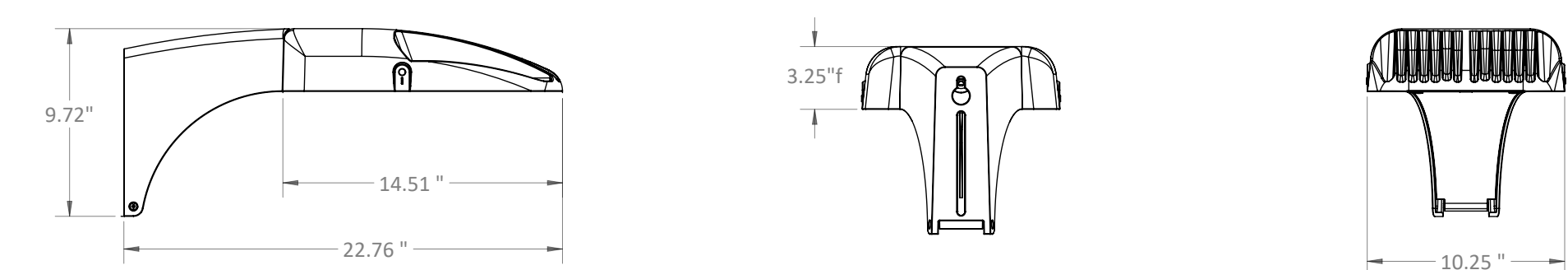
EPA  
0.38 sq. ft.



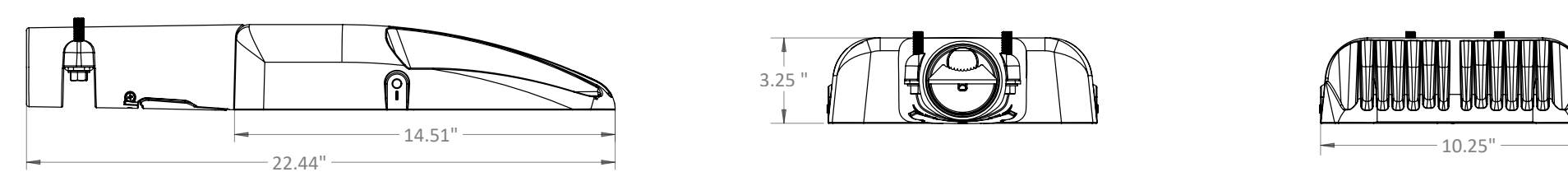
Site Arm:  
13.1 lbs.



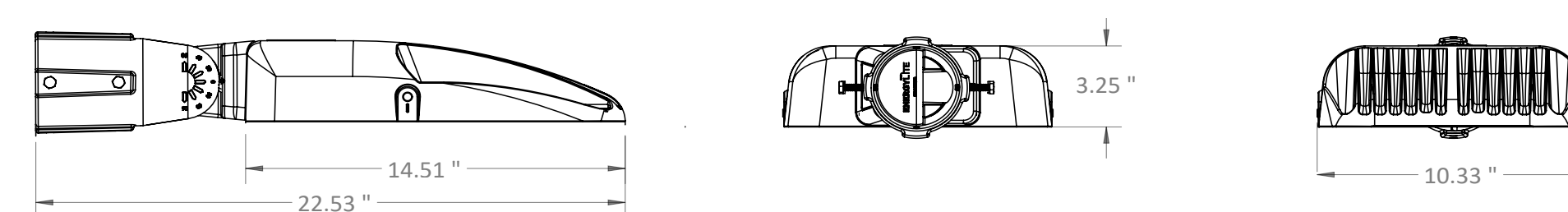
Extended Site Arm:  
13.5 lbs.



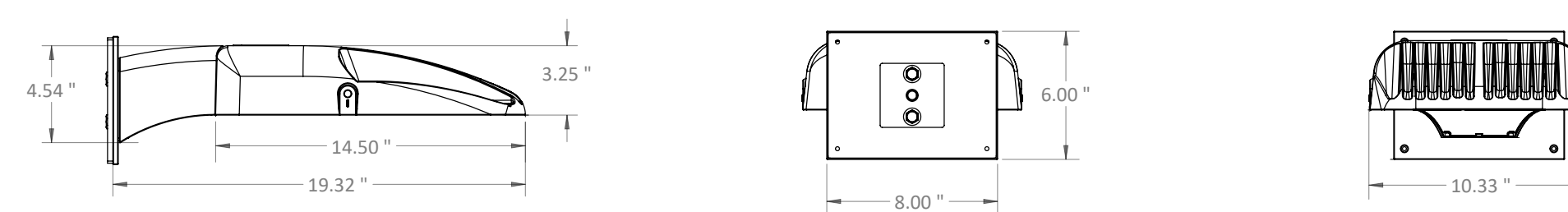
Horizontal Tenon:  
12.2 lbs.



Knuckle:  
12.6 lbs.



Wall Mount Accessory:  
14.6 lbs.



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	Client: <b>Essence</b>		Type
	Fixture Manufacturer: <b>Solais</b>	Lamp Manufacturer: <b>n/a</b>	
	Cat#: <b>GL2</b>	Cat#: <b>n/a</b>	
	Capitol Light is not responsible for inaccuracies in manufacturers published specifications		

### APPLICANT:

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

### PROJECT TITLE:

CUP

LIGHTING SPECS

04.28.2023

L3

# GL2 GridLite

LED SITE LIGHT FIXTURE



Package	Drive Current (mA)	Color Temperature (CCT)	Input Power (Watts)	TYPE II MEDIUM AT 70 CRI			TYPE III MEDIUM AT 70 CRI			TYPE IV SHORT AT 70 CRI			TYPE V SQUARE AT 70 CRI		
				Luminous Flux Output (Nominal Lumens)	Efficacy (Lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (Lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (Lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (Lumens per Watt)	BUG Rating
9	395mA	4000K / 5000K	73	9,417	129	B1-U0-G2	9,344	128	B1-U0-G2	8,906	122	B2-U0-G2	9,373	128	B4-U0-G2
		3000K		9,198	126		9,162	125		8,687	119		9,183	126	
		4000K / 5000K		10,830	128		10,700	127		10,230	121		10,770	127	
10	470mA	4000K / 5000K	85	10,540	125	B1-U0-G2	10,410	125	B1-U0-G2	9,951	118	B2-U0-G2	10,480	125	B4-U0-G2
		3000K		11,940	126		11,790	125		11,270	119		11,870	125	
		4000K / 5000K		11,730	124		11,590	123		11,080	117		11,670	124	
11	530mA	4000K / 5000K	95	13,340	122	B1-U0-G2	13,180	121	B1-U0-G2	12,600	115	B2-U0-G2	13,270	121	B4-U0-G2
		3000K		13,060	120		12,900	119		12,330	113		12,990	119	
		4000K / 5000K		14,250	121		14,070	119		13,450	114		14,160	120	
12	600mA	4000K / 5000K	110	13,920	118	B2-U0-G2	13,750	117	B2-U0-G2	13,140	112	B2-U0-G2	13,840	118	B4-U0-G2
		3000K		15,040	119		14,850	117		14,200	112		14,950	118	
		4000K / 5000K		14,760	117		14,580	115		13,940	110		14,680	116	
13	650mA	4000K / 5000K	118	16,280	116	B2-U0-G2	16,080	114	B2-U0-G2	15,370	109	B2-U0-G3	16,190	115	B4-U0-G2
		3000K		15,990	114		15,790	113		15,090	108		15,900	114	
		4000K / 5000K		17,420	113		17,210	112		16,450	107		17,330	112	
14	700mA	4000K / 5000K	127	17,120	112	B2-U0-G2	16,910	110	B2-U0-G2	16,160	105	B2-U0-G3	17,020	111	B4-U0-G2
		3000K		18,230	111		18,010	109		17,220	104		18,130	110	
		4000K / 5000K		18,010	110		17,790	108		17,010	104		17,910	109	
15	775mA	4000K / 5000K	140	19,240	108	B2-U0-G2	19,000	107	B2-U0-G2	18,160	102	B2-U0-G3	19,130	108	B4-U0-G2
		3000K		18,910	107		18,680	106		17,860	101		18,810	106	
		4000K / 5000K		19,950	105		19,700	103		18,830	99		19,830	104	
16	850mA	4000K / 5000K	154	19,890	105	B3-U0-G3	19,640	104	B3-U0-G3	18,770	99	B3-U0-G3	19,770	104	B4-U0-G2
		3000K													
		4000K / 5000K													

Ordering Information Example: GL2/16/2M/830/STD/10/10/3/BZ/SA/HS-SS

Fixture GL2	Output 9' - 9,000 10' - 10,000 11' - 11,000 12' - 12,000 13' - 13,000 14' - 14,000 15' - 15,000 16' - 16,000 17' - 17,000 18' - 18,000 19' - 19,000	Distribution 2M* - Type II Med 3M* - Type III Med 4S* - Type IV Short 5Q* - Type V Square	CRI + CCT 730' - 70+ CRI, 3000K 830 - 80+ CRI, 3000K 930 - 90+ CRI, 3000K 740' - 70+ CRI, 4000K 840 - 80+ CRI, 4000K 940 - 90+ CRI, 4000K 750 - 70+ CRI, 5000K 850 - 80+ CRI, 5000K 950 - 90+ CRI, 5000K * Other CRI + CCT combinations available	Voltage STD* - 120-277 V HV - 347-480 V**	Surge 10' - 10kV 5kA 20' - 20kV 10kA	Photocell 7 - 7 pin 0' - None * Photo cell by others	Finish BZ - Bronze WH - White GY - Grey BK - Black GN - Green	Mounting SA* - Site Arm ES - Extended Site Arm HT - Horizontal Tenon KM - Knuckle	Options + Accessories HS - House Side Shield CS - Cull-de-sac Shield GS - Glare Shield MG - Marine Grade SC - Shorting Cap RP - Round Pole Adapter WM - Wall Mount <i>(with SA only)</i> MS - Motion Sensor (up to 20' height) MH - Motion Sensor (up to 40' height)
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\* Standard offering. CF for lead and availability for other options.  
\*\* 20kV 10kA surge protection is required for HV - 347-480 V



Solais + EnergyLite | 8655 Corporate Drive, Suite 100 | Frisco, TX 75033 | 469.294.1516  
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	Client: <b>Essence</b>	Type	
	Fixture Manufacturer: <b>Solais</b>		Lamp Manufacturer: <b>n/a</b>
	Cat#: <b>GL2</b>		Cat#: <b>n/a</b>
	Capitol Light is not responsible for inaccuracies in manufacturers published specifications		

**APPLICANT:**

Derek F. Catalano  
4079 Shady Ridge Circle  
Corona, CA 92881  
951-415-0064  
derekc646@aol.com

**DESIGN:**

SHREMSHOCK ARCHITECTS  
AND ENGINEERS  
7775 Walton Pkwy.  
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**PROJECT TITLE:**

CUP

LIGHTING SPECS

04.28.2023

L4



# QTE LED Floodlight



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

## Introduction

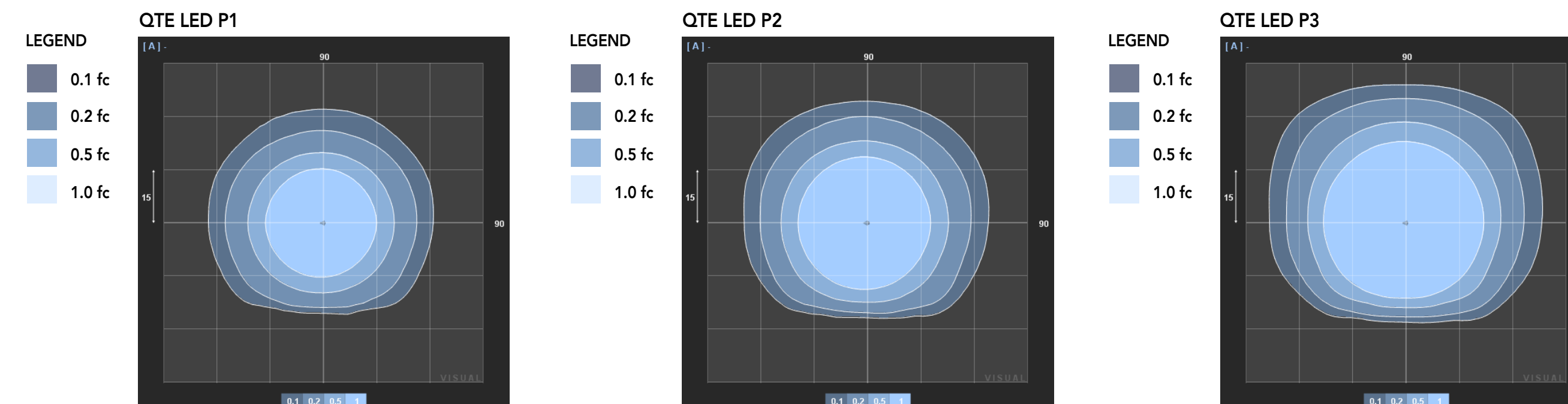
QTE LED is a family of cost effective, energy efficient floodlights. These are the ideal replacements for up to 500W Quartz Halogen floodlights, and deliver energy savings of up to 85% with over 10 years of service life. QTE LED floodlights are great for illuminating yards, driveways, buildings, billboards and signage, and for general flood lighting.

## Performance Data

	Lumen Output	Input Power	Efficacy (Lumens per Watt)
QTE LED P1	2,500	24W	104
QTE LED P2	4,400	40W	110
QTE LED P3	6,900	66W	105

## Photometric Diagrams

Full photometric data report available within 2 weeks from request. Contact Acuity Tech Support.



## Ordering Information

EXAMPLE: QTE LED P2 40K 120 THK DDB

QTE LED	Performance Package	Color Temperature	120	Mounting	Finish (required)
QTE LED	P1 2,500 lumens, 25W <sup>1</sup>	40K 4000K *	120 120 Volts	THK Knuckle YK Yoke mount <sup>2</sup>	DDB Dark bronze
	P2 4,400 lumens, 40W	50K 5000K			
	P3 6,900 lumens, 66W				

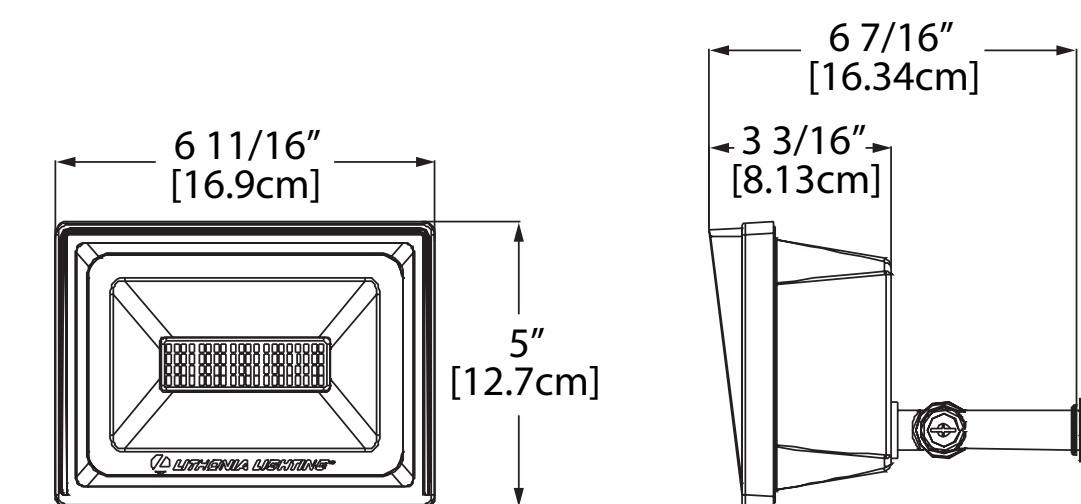
\*Nominal correlated color temperature per ANSI C78-377-2015

### NOTES

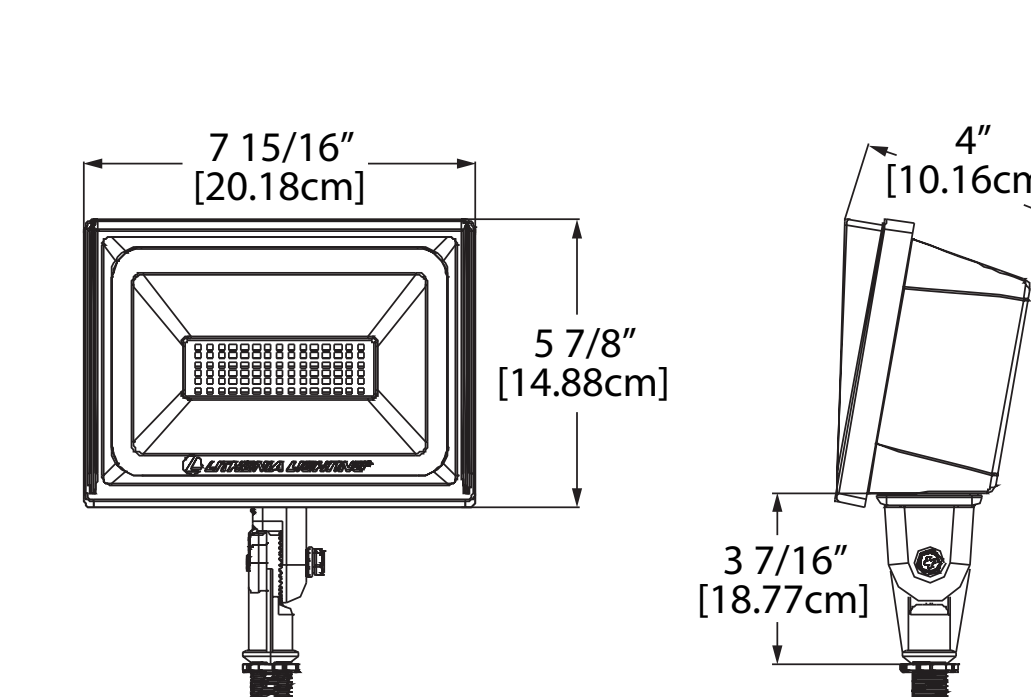
- QTE LED P1 version, can be used for submission to Title 24 applications.
- Yoke mount is not available with P1.

## Dimensions

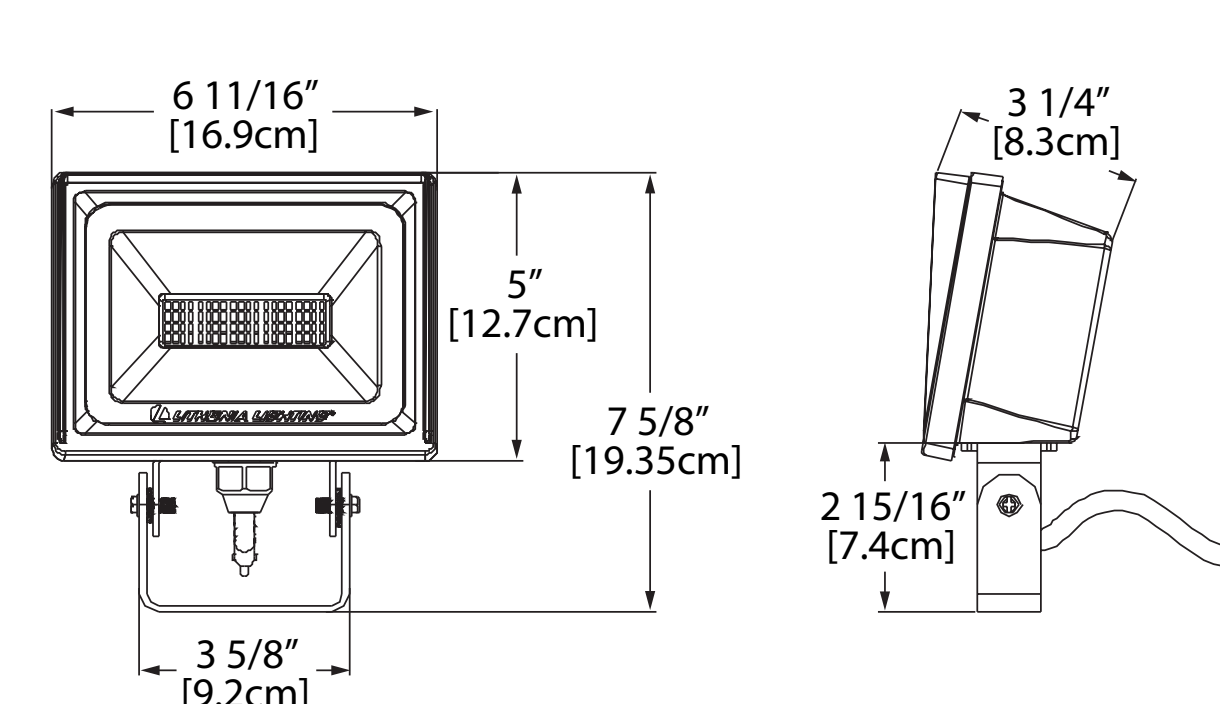
QTE P1/P2 knuckle



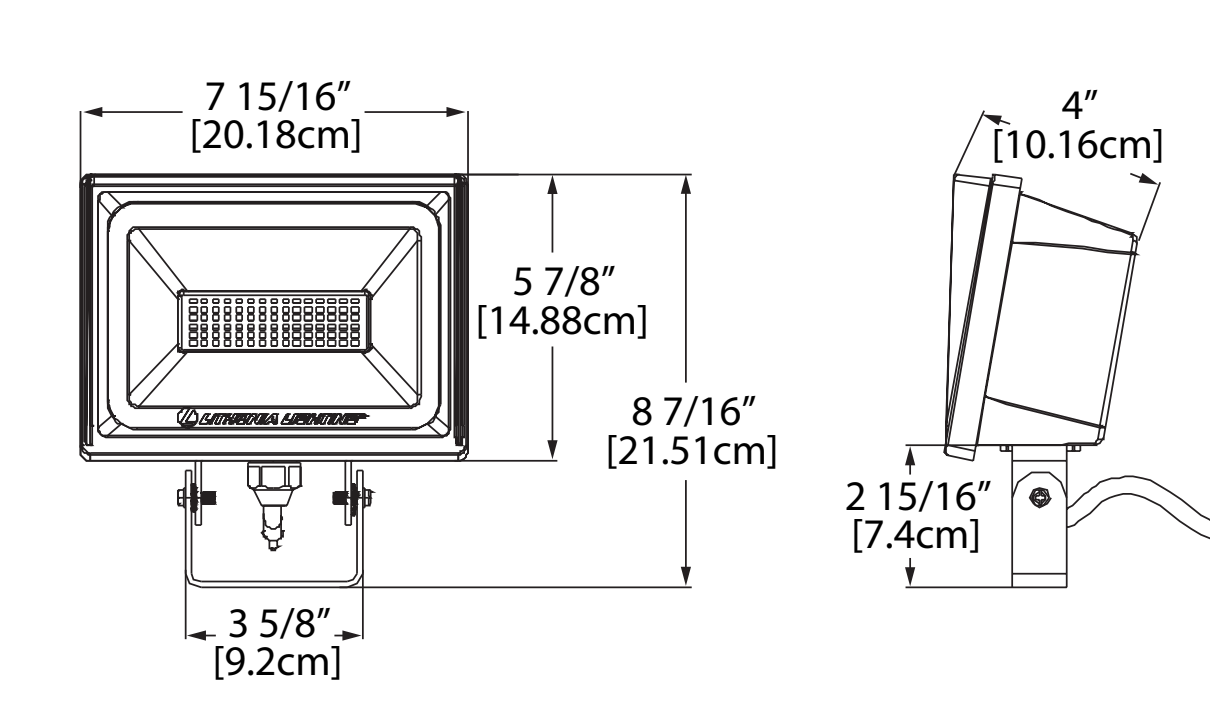
QTE P3 knuckle



QTE P1/P2 yoke



QTE P3 yoke



## FEATURES & SPECIFICATIONS

### INTENDED USE

QTE LED is suitable for replacing up to 500W Quartz Halogen. It is ideal for landscape, signage, and general purpose lighting in commercial and residential applications.

### CONSTRUCTION

Die-cast aluminum housing has integral heat sink fins to optimize thermal management. Rated for - 40°C to 40°C ambient temperature. Tempered glass lens is fully gasketed.

Available with knuckle and yoke mount.

### FINISH

Durable powder coat finish for protection from corrosion and weathering. Available in dark bronze or white.

### ELECTRICAL

Chip-on-board (COB) LEDs are directly coupled to the housing to maximize heat dissipation and lifespan (L70 / 50,000 hrs). 6 kV surge protection.

### INSTALLATION

Mounts easily to junction box or under building cave. Suitable for ground mount applications.

### LISTINGS

UL Certified to US and Canadian safety standards. Wet location listed.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/CPL](http://www.designlights.org/CPL) to confirm which versions are qualified. Can be used to comply with California Title 24 Part 6 High Efficacy LED Light Source Requirements.

### WARRANTY

5-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-705-SERV (7378) • [www.lithonia.com](http://www.lithonia.com)  
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QTE LED  
Rev. 03/29/21  
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QTE LED  
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Page 2 of 2

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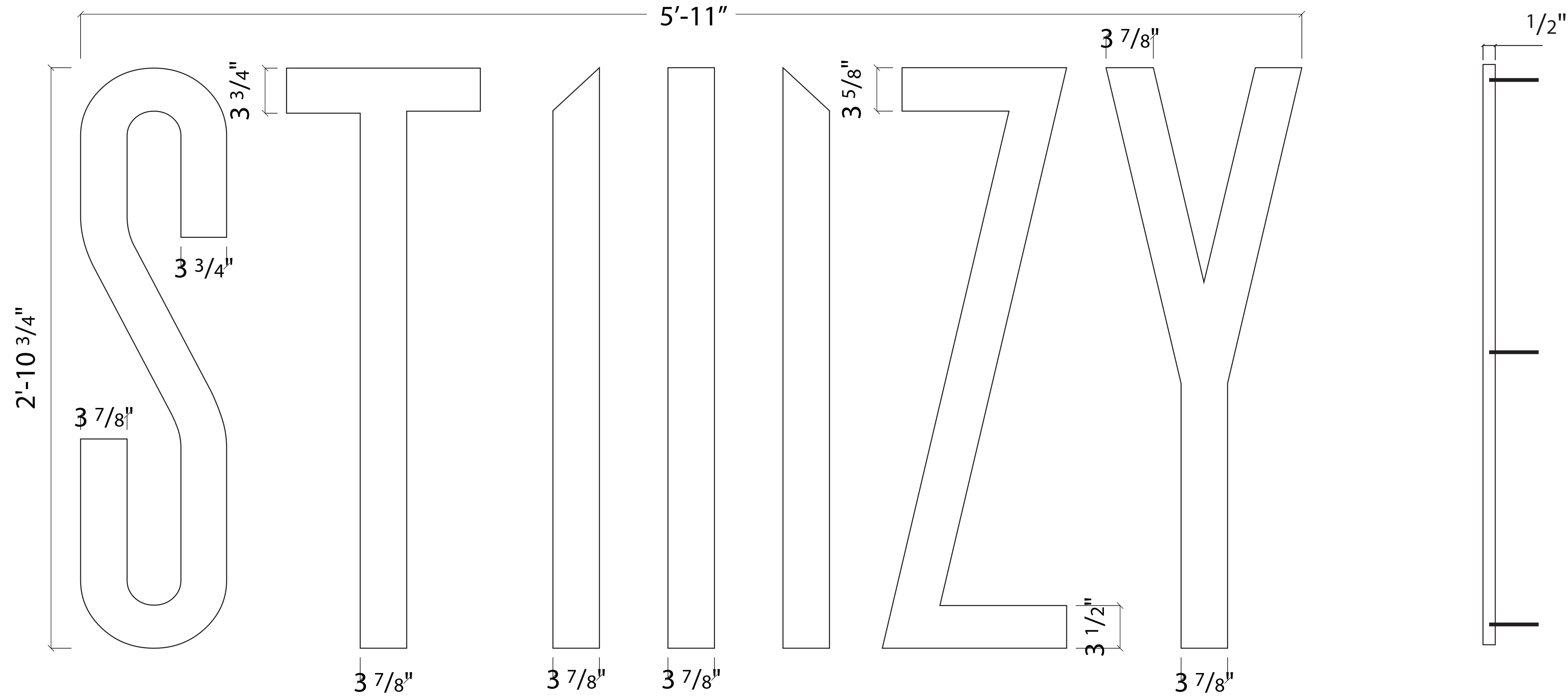
CUP

LIGHTING SPECS

04.28.2023

L5





**(1) STIIZY LOGO**  
**SUB - 1/2" ACRYLIC PAINTED SATIN WHITE**  
**MOUNTING - PIN MOUNTED**

**APPLICANT:**

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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

**PROJECT TITLE:**

CUP

SIGN PROGRAM

04.28.2023

**SN1**

Plan: CUP190010

Parcel: 277110040

60. Prior To Grading Permit Issuance

Survey

060 - Survey. 1                      R O W - DEDICATION                      Not Satisfied

Provide an additional 4 feet of dedicated public right-of-way on Temescal Canyon Road to provide for a total 44 feet right-of-way from centerline. The right-of-way is to be clear of all private encroachments and obstructions:

1. Relocate existing fence outside of the dedicated public right-of-way.
2. Proposed gate(s) shall be located 35 feet from the ultimate flowline of Temescal Canyon Road. Gate(s) to be and electrically powered to open automatically, not manually opened.
3. Relocate all private development signage outside of the dedicated public right-of-way.

NOTE: Temescal Canyon Road will be restricted from on-street parking once the County's widening project is completed.

Or as approved by the Director of Transportation.

060 - Survey. 2                      RCTD-USE - Temporary Construction Easement                      Not Satisfied

Provide a 20 feet wide temporary construction easement adjacent to Temescal Canyon Road for the County's Temescal Canyon Road Widening Project.

or as approved by the Director of Transportation.

Transportation

060 - Transportation. 1                      RCTD-USE - Grading Plan                      Not Satisfied

In addition to submitting grading plans to the Department of Building and Safety, the project proponent shall submit two sets of grading plans (24" x 36") to the Transportation Department for review and approval. If road right-of-way improvements are required, the project proponent shall submit street improvement plans for review and approval, open an IP account, and pay for all associated fees in order to clear this condition. The Standard plan check turnaround time is 10 working days. Approval is required prior to issuance of a grading permit.

NOTE: If gates are proposed, they shall be shown on the grading plan.

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1                      E Health Clearance                      Not Satisfied

Prior to issuance of the building permit, clearance must be obtained from the Department of Environmental Health.

Evaluation of existing septic system is required.

080 - E Health. 2                      Hazmat Clearance                      Not Satisfied

Obtain clearance from the Hazardous Materials Management Division.

For the storage and/or handling of any hazardous materials/waste, the operator shall be required to create an account with the California Environmental Reporting System (CERS) and upload all required hazardous materials related data as mandated by the California Health and Safety Code and AB2286. (<http://cers.calepa.ca.gov/>).

080 - E Health. 3                      RWQCB Clearance                      Not Satisfied

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

E Health

080 - E Health. 3 RWQCB Clearance (cont.) Not Satisfied  
A clearance letter from the California Regional Water Quality Control Board.

080 - E Health. 4 Water Will Serve Not Satisfied  
A "Will-Serve" letter is required from the appropriate water agency.

Fire

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

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

080 - Fire. 3 Prior to permit Not Satisfied  
Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.  
1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 4 Prior to permit Not Satisfied  
Prior to building permit issuance, please provide a business plan with a complete scope of

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Fire

080 - Fire. 4                                      Prior to permit (cont.)                                      Not Satisfied  
work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours and if open flame devices will be on site.

Planning

080 - Planning. 1                                      Fee Status                                      Not Satisfied  
Prior to issuance of building permits for CUP190010, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

Survey

080 - Survey. 1                                      R O W - DEDICATION                                      Not Satisfied  
Provide an additional 4 feet of dedicated public right-of-way on Temescal Canyon Road to provide for a total 44 feet right-of-way from centerline. The right-of-way is to be clear of all private encroachments and obstructions:

- 1. Relocate existing fence outside of the dedicated public right-of-way.
- 2. Proposed gate(s) shall be located 35 feet from the ultimate flowline of Temescal Canyon Road. Gate(s) to be and electrically powered to open automatically, not manually opened.
- 3. Relocate all private development signage outside of the dedicated public right-of-way.

NOTE: Temescal Canyon Road will be restricted from on-street parking once the County's widening project is completed.

Or as approved by the Director of Transportation.

080 - Survey. 2                                      RCTD-USE - Temporary Construction Easement                                      Not Satisfied  
Provide a 20 feet wide temporary construction easement adjacent to Temescal Canyon Road for the County's Temescal Canyon Road Widening Project.

or as approved by the Director of Transportation.

Transportation

080 - Transportation. 1                                      80 - TRANSPORTATION - Landscape Common Area CCRs                                      Not Satisfied  
Landscape Common Area CCRs

The developer/ permit holder shall:  
Prior to map recordation, the developer/permit holder shall submit Covenants, Conditions, and Restrictions (CC&R) to the Riverside County Counsel for review along with the required fees set forth by the Riverside County Fee Schedule.

For purposes of landscaping and maintenance, the following minimum elements shall be incorporated into the CC&R's:

- 1) Permanent public, quasi-public or private maintenance organization shall be established for proper management of the water efficient landscape and irrigation systems. Any agreements

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 1            80 - TRANSPORTATION - Landscape Common Area CCNot Satisfied with the maintenance organization shall stipulate that maintenance of landscaped areas will occur in accordance with Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.

2) The CC&R's shall prohibit the use of water-intensive landscaping and require the use of low water use landscaping pursuant to the provisions of Ordinance No. 859 (as adopted and any 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 DeposNot 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

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Transportation

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

- 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](http://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 shall be designed to ensure full, opaque, coverage up to a minimum

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Transportation

- 080 - Transportation. 4            80 - TRANSPORTATION - Landscape Project Specific RNot Satisfied
- height of (25) 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 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 lesser 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).
- N. 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.
- O. Landscape and irrigation plans must meet erosion control requirements of Ordinance 457.
- P. 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.
- Q. Common areas and open space landscaping plans (construction document level package) shall be submitted to Transportation Department for approval.
- R. 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.
- S. Project shall install purple/reclaimed/recycled components as deemed necessary and as determined by the County and/or water district.
- T. 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.

Waste Resources

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

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 1 Gen - Recyclables Collection and Loading Area (cont.) Not Satisfied  
Trash Enclosures - prior to building permit issuance

Prior to issuance of a building permit, the applicant shall submit one electronic (1) copy of a Recyclables Collection and Loading Area plot plan to the Riverside County Department of Waste Resources for review and approval to WastePlanning@rivco.org. 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, recyclable materials and organics 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 Water "First Commitment" Not Satisfied

A "First Commitment" letter is required from the appropriate water agency.

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



Plan: CUP190010

Parcel: 277110040

90. Prior to Building Final Inspection

Transportation

090 - Transportation. 1            90 - TRANSPORTATION - Landscape Inspection and DrNot Satisfied  
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            RCTD-USE - Driveway Connection            Not Satisfied

The applicant shall provide the following improvements at the project driveways:

1. The eastern driveway is restricted to operate as a right-in entrance only. Left turn  
movements are prohibited.
2. The western driveway is restricted to operate as a right-out exit only. Left turn movements  
are prohibited.

or as approved by the Director of Transportation.

090 - Transportation. 3            RCTD-USE - Payment of Transportation Fees            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:

1. Transportation Uniform Mitigation Fees (TUMF) in accordance with Ordinance No. 824.

Waste Resources

090 - Waste Resources. 1            Gen - Recyclables Collection and Loading Area InspectioNot Satisfied

Trash Enclosures – prior to final inspection

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. 2            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.



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

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



05/23/23, 9:15 am

**CUP190010**

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190010. 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 CUP190010 and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

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

Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.54 acre lot with parking and landscaping.

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) Final Plan Set, drawings G1, S1, S2, S3, S4, S5, A1, A2, A4, A5, A6, A7, L1-L5, dated 4/28/23.

- Exhibit S1, S2(Site Plan), dated 4/28/23
- Exhibit S3 Site Photo Index 4/28/23
- Exhibit S4 Landscape and Lighting Plans
- Exhibit S5 (Site Plan Overall)
- Exhibit A1 Exterior (Elevations), dated 4/28/23
- Exhibit A2 (Floor Plans), dated 4/28/23
- Exhibit A4 Interior Rendering, dated 4/28/23
- Exhibit A5 (Exterior Renderings) 4/28/23
- Exhibit A6 (Exterior Renderings) 4/28/23
- Exhibit A7 Site Renderings
- Exhibit L1-L5 Lighting Specs
- Exhibit SN1 Sign Program (The applicant will be required to submit a PPA for the review of the sign(s) to Planning for review and approval. SN1 is not an approved plan, it is conceptual only.)

**Advisory Notification. 4            AND - Federal, State & Local Regulation Compliance**

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

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
  - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)
  
3. Compliance with applicable County Regulations, including, but not limited to:
  - Ord. No. 348 (Land Use Planning and Zoning Regulations)
  - Ord. No. 413 (Regulating Vehicle Parking)
  - Ord. No. 457 (Building Requirements)
  - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
  - Ord. No. 460 (Division of Land)
  - Ord. No. 461 (Road Improvement Standards)
  - 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. 671 (Consolidated Fees)
  - Ord. No. 679 (Directional Signs for Subdivisions)
  - 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. 927 (Regulating Short Term Rentals)
  
4. Mitigation Fee Ordinances
  - Ord. No. 659 Development Impact Fees (DIF)
  - Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
  - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
  - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

### E Health

#### E Health. 1

#### DEH ECP Comments

If previously unidentified contamination or the presence of a naturally occurring hazardous material is

## ADVISORY NOTIFICATION DOCUMENT

### E Health

#### **E Health. 1 DEH ECP Comments (cont.)**

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 OWTS Certification**

Certification of the existing OWTS was provided and documented that it was in good repair. The 1500 gallon system is sized appropriately for the intended operation of the facility.

### General

#### **General. 1 General – Business Licensing**

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

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

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

- (a) to be in violation of the terms and conditions of this permit; and/or,
  - (b) to have been obtained by fraud or perjured testimony; and/or,
  - (c) to be detrimental to the public health, safety or general welfare, or is a public nuisance,
- then this permit shall be subject to revocation procedures.

#### **General. 3 General – Ceased Operations**

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

#### **General. 4 General – Hold Harmless**

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

### General

#### General. 7

#### General – Unanticipated Resources (cont.)

procedures shall be followed:

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist\*\*, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

\* A cultural resource site is defined, for this condition, as being a feature and/or three or more artifacts in close association with each other.

\*\* If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the significance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

### Planning

#### Planning. 1

#### 015 - PLANNING - LCP Landscape Concept Plan required at project submittal

LCP Landscape Concept Plan required at project submittal

Provide a single digital file in PDF form on a non-rewritable Compact Disc (CD) media with a Landscape Concept Plan (LCP) on County standard Transportation Department Title Block plan sheet format (24" x 36") 1:20 scale, with title block, north arrow, limit of work lines, hardscape features, graphic scale, and street names, etc. Plan shall clearly depict concept designs for the expected future final landscaping, shading, and parking plan. Final landscape plans will be required to be submitted, reviewed, and approved prior to the issuance of building permits.

The LCP shall be prepared in a professional manner by a California Licensed/Registered Landscape Architect and signed/stamped by such and include on-site and off-site proposed landscape improvements.

For basic guidance, please review Section 18.12, Sections 19.300 through 19.304 of Ordinance No. 348, Ordinance No. 859, and the Riverside County Guide to California Friendly Landscaping. No irrigation system information is required but the plan shall include an estimated annual water use calculation for irrigation on the project. Conceptual plan shall also provide information on the size, number, genus, species, common name, spacing, plant factor, size, and symbol of trees, bushes and ground cover to be provided within landscaped areas and in other open space areas within the project. Plants must be selected from the Riverside County California Friendly Plant List. Water efficient planting materials are encouraged. Special features, such as rockwork, fencing, water features, existing plants to remain, MSHCP regulated areas, ALUC flight areas, recreational trails, and uses shall be identified.

Planting plans shall consider existing landscaping on adjacent and nearby properties and provide a logical









## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

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

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

#### 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.

#### 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.
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.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17

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

11. A Commercial Cannabis Activity shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.
12. The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sheriff's Department immediately after discovering any of the following:
  - a. Significant discrepancies identified during inventory.
  - b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
  - c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
  - d. Any other breach of security.
13. Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel.
14. Cannabis or Cannabis Products shall not be stored outside at any time.

#### Planning. 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.

#### 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.
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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 19

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

advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.

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

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

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

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

#### Planning. 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 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.

#### 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.



## **ADVISORY NOTIFICATION DOCUMENT**

### **Planning**

#### **Planning. 27**

#### **General - X. Material Alterations to Premises (cont.)**

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.

#### **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.

#### **Planning. 29**

#### **OPERATIONS WITHIN a PERMANENT STRUCTURE**

##### **D. OPERATIONS.**

1. All Cannabis Retailers must conduct their operations within a permanent structure.

#### **Planning. 30**

#### **State License Required**

##### **B. STATE LICENSE REQUIRED.**

The applicant or owner of the approved Commercial Cannabis Activity shall file for the required State license within 60 days after obtaining final project approval by the County. Furthermore, the applicant or owner of the approved Commercial Cannabis Activity shall demonstrate that the required State license has been obtained, prior to the County issuing a certificate of occupancy. The State license shall be maintained throughout the operating life of the approved Commercial Cannabis Activity.

#### **Planning. 31**

#### **State License Requisite**

##### **B. STATE LICENSE REQUIRED.**

The applicant or owner of the approved Commercial Cannabis Activity shall file for the required State license within 60 days after obtaining final project approval by the County. Furthermore, the applicant or owner of the approved Commercial Cannabis Activity shall demonstrate that the required State license has been obtained, prior to the County issuing a certificate of occupancy. The State license shall be maintained throughout the operating life of the approved Commercial Cannabis Activity.

#### **Planning. 32**

#### **Suspension, Revocation, or Termination of State License**

##### **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. Any operator or applicant of a Commercial Cannabis Activity shall provide written notice to the County of any suspension, revocation, or termination of any State license for Commercial Cannabis Activity



## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

**Planning-All. 9 Cannabis Retail Operations - 4 (cont.)**

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

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

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

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

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

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

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

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

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

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

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

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

**Planning-All. 15 Gen - Custom**

Prior to building permit issuance, the baseline and community benefits fees shall be fully paid, pursuant to the amounts set forth in Development Agreement (DA1900006)

Comments: 2) Prior to building permit issuance, the baseline and community benefits fees shall be fully paid, pursuant to the amounts set forth in Development Agreement (DA1900006)

**Planning-All. 15 Gen - Custom**

Applicant shall have 45-days from the date of Development Agreement adoption by the Board of Supervisors, to fund Development Agreement (DA1900006). These funds are to be used by County staff for the ongoing maintenance and annual reporting process related to the project's associated Development Agreement, throughout the lifespan of the project.



## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

#### Planning-All. 15

#### Gen - Custom (cont.)

Comments: 1) Applicant shall have 45-days from the date of Development Agreement adoption by the Board of Supervisors, to fund Development Agreement (DA1900006). These funds are to be used by County staff for the ongoing maintenance and annual reporting process related to the project's associated Development Agreement, throughout the lifespan of the project.

### Transportation

#### Transportation. 1

#### GENERAL CONDITIONS

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.
2. Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site: <http://rctlma.org/trans/>. If you have questions, please call the Plan Check Section at (951) 955 6527.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**John H. Hildebrand**  
*Planning Director*

## NOTICE OF EXEMPTION

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

**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

**Project Title/Case No.:** Cannabis Retailer / Development Agreement No. 1900006, and Conditional Use Permit No. 190010 and Variance 210103

**Project Location:** 19700 Temescal Canyon Road, Corona, CA 92881

**Project Description:** Development Agreement No. 1900006, Conditional Use Permit NO. 190010 and Variance No. 210103 – Exempt from the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD:CR) (0.20 – 0.35 FAR) – Location: North of Jolora Avenue, east of Temescal Canyon Road, south of El Cerrito Rd, and west of Arcadia St. – 0.54 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Development Agreement No. 1900006 is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 square-foot building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. VAR210103 is a request to deviate from the 1,000 ft. separation requirement from any sensitive use per Ordinance 348.4997 Section 19.519 (A). The project is located 990 feet from the nearest sensitive use (Private Olive Branch Christian Academy). Ordinance 348 allows for the project applicant to apply for a variance to reduce the 1,000 ft. separation requirement provided that it is not less than allowed by State law (600 ft) and it meets the basis for a variance.

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

**Project Applicant & Address:** Derek Catalano – 4079 Shady Ridge CIR Corona, CA 92881

**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 15301, 15303, and 15061 (b)(3)
- Statutory Exemption (\_\_\_\_\_)
- Other:

NOTICE OF EXEMPTION

**Reasons why project is exempt:** The proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures).

Section 15061 (b)(3)

The proposed Project is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061 because Section (b)(3) provides: the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations related to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

Section 15031, Existing Facilities

Additionally, this project is also exempt from CEQA review pursuant to Article 19 - Categorical Exemptions, Section 15301 (Existing Facilities), which provides: Class 1 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 key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not expand the existing use. In this case, the proposed Project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project meets the scope and intent of Section 15301, Categorical Exemption.

Section 15303, New Construction or Conversion of Small Structures

This project is also exempt from the California Environmental Quality Act (CEQA) review pursuant to Article 19 – Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures – Class 3). Class 3 consists of construction and location of limited numbers of new, small facilities, or structures, installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. More specifically, the project qualifies under 15303 (c) "...structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. The project qualifies for this exemption since the project proposes to occupy an existing 1,625 square foot commercial building within an urbanized area, and since no hazardous substances are proposed to be kept on-site. As such, the proposed Project meets the scope and intent of Section 15303, Categorical Exemption.

Section 15300.2, Exemptions

Furthermore, the project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location, thus, no environmental impacts are anticipated to occur. Additionally, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the proposed project is required to maintain any applicable permits from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources, and the Agricultural Commissioner.

Based on the identified exemptions and justifications above, it can be reasonably concluded that no physical environmental impacts are anticipated to occur and that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA. No further environmental analysis is warranted.

Jose Merlan

County Contact Person



Signature

(951) 955-6035

Phone Number

Principal Planner

Title

May 24, 2023

Date

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

NOTICE OF EXEMPTION

Page 2

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Y:\Planning Case Files-Riverside office\CUP190010\Hearing Package

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County of Riverside

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Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 1900006

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

DEREK FRANK CATALANO

DANA ALLISON CATALANO

RIVERSIDE 19700, LLC

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DEVELOPMENT AGREEMENT NO. 1900006

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"):

Derek Frank Catalano, Dana Allison Catalano and Riverside 19700, LLC

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. 348.4978, 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 landowner;
- (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), or the OWNER may transfer the rights under the Agreement, 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) For an Assignment of Property rights, 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, for either the transfer of the Property interest or any interests under this Agreement, 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. 190010) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's

notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 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. 190010.

(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:

Derek Catalano and Dana Catalano  
19700 Temescal Canyon Rd.  
Corona, CA 92881

Riverside 19700, LLC  
2001 S. Alameda St.  
Los Angeles, CA 90058

with copies to:

Tak Soto, President  
Shryne Group, Inc.  
2001 S. Alameda St.  
Los Angeles, CA 90058

(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 30<sup>th</sup>.

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. The OWNER has also committed to a voluntary \$200,000.00 contribution to the El Cerrito Road Fund, to be paid yearly, as included in Exhibit “H”. The initial \$200,000.00 contribution will be paid prior to Certificate of Occupancy. This additional voluntary contribution will not be subject to the annual 5% 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. 190010 and this Agreement.

6.4. Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190010 and consistency with the Request for Proposal Responses 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.

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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.

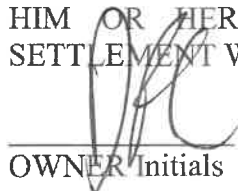
8.6 Attorneys' Fees. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

## 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,

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.

  
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OWNER Initials

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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.

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- (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 Environmental 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  
Chair, Board of Supervisors

ATTEST:

KIMBERLY RECTOR  
Clerk of the Board

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

Deputy  
(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: Aaron C. Gettis 7-21-23  
AARON C. GETTIS DATE

Dated: 7/20/2023

OWNER:  
By:   
Derek Frank Catalano

Dated: 7/20/2023

By:   
Dana Allison Catalano

RIVERSIDE 19700, LLC, a California  
Limited Liability Company

By: SGI Management, LLC, a  
California Limited Liability Company,  
Its Manager

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

By: \_\_\_\_\_  
Tak Sato, President

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



# CALIFORNIA ALL- PURPOSE 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 }

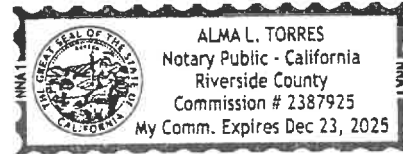
On July 20, 2023 before me, ALMA L. TORRES, NOTARY PUBLIC,  
(Here insert name and title of the officer)

personally appeared Derek Frank Catalano and Dana Allison Catalano,  
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.

  
\_\_\_\_\_  
Notary Public Signature



(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Development Agreement No. 19000006

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 7/20/2023

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OWNER:

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

By: \_\_\_\_\_  
Derek Frank Catalano

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

By: \_\_\_\_\_  
Dana Allison Catalano

RIVERSIDE 19700, LLC, a California  
Limited Liability Company

By: SGI Management, LLC, a  
California Limited Liability Company,  
Its Manager

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

By:  \_\_\_\_\_  
Tak Sato, President

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

# CALIFORNIA ALL-PURPOSE 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 Los Angeles }

On July 19, 2023 before me, Sandra R. Vista, Notary Public  
(Here insert name and title of the officer)

personally appeared Tak Sato  
 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.

Sandra R. Vista  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
 (Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

Development Agreement No. 190006

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 8 AND 9 OF BLOCK "A" OF BLUE DIAMOND ADDITION TO CORONA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THE NORTHERLY 80 FEET OF SAID LOTS; ALSO EXCEPT THEREFROM THE SOUTHWESTERLY 4 FEET AS GRANTED TO THE COUNTY OF RIVERSIDE, IN DEED RECORDED OCTOBER 9, 1975 AS INSTRUMENT NO. 75-124432, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 277-110-040

PARCEL 2:

LOT 10, BLOCK A, BLUE DIAMOND ADDITION TO CORONA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THE NORTHERLY 80 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 277-110-017

PARCEL 3:

LOT 11, BLOCK A, BLUE DIAMOND ADDITION TO CORONA, AS SHOWN BY MAP ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THE NORTHERLY 80 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 277-110-015

EXHIBIT "B"

Development Agreement No. 190006

MAP OF PROPERTY AND ITS LOCATION

**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP190010**  
**VICINITY/POLICY AREAS**

Supervisor: Spiegel  
 District 2

Date Drawn: 10/23/2020  
 Vicinity Map



Zoning Dist: El Cerrito

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2002, the County of Riverside adopted a new General Plan. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department at (760)935-8277 (Ext: 400) or Website: [www.riversideca.gov](http://www.riversideca.gov)

EXHIBIT "C"

Development Agreement No. 190006

EXISTING DEVELOPMENT APPROVALS

Conditional Use Permit No. 03722  
Conditional Use Permit No. 190010  
Plot Plan No. 15298  
Plot Plan No. 20689

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. 190006

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 Establishing Procedures and Requirements of  
the County of Riverside for the Consideration of Development  
Agreements (Commercial Cannabis Activities)
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

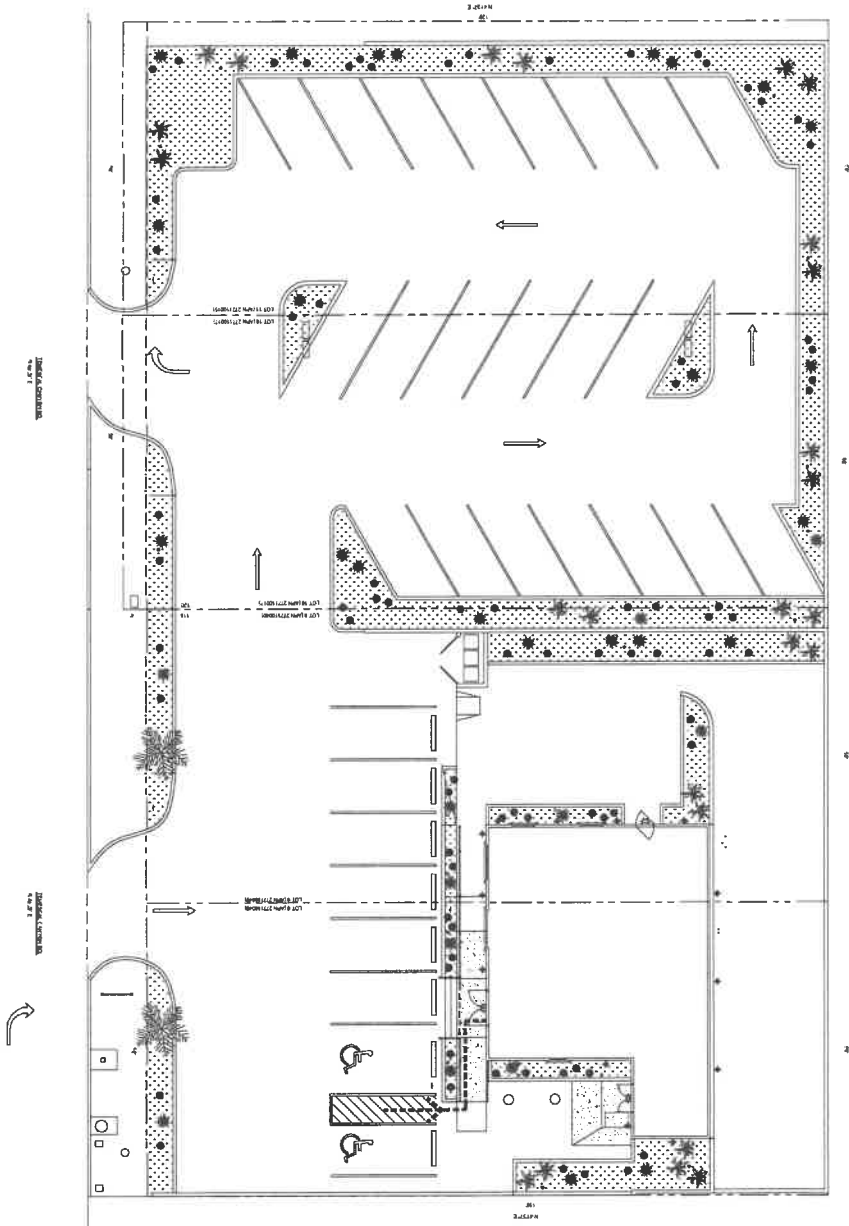
COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "E"

Development Agreement No. 190006

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190010 permits a storefront retail cannabis business within the existing 1,625 square foot building on a 0.26-acre lot.



SITE PLAN



S&B ARCHITECTS AND ENGINEERS  
 4075 Stony Brook Circle  
 Corona, CA 92681  
 951.454.4504  
 sbrm@sbarch.com

PROJECT TITLE:  
 CUP

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

**19700 TEMESCAL CANYON RD.  
 CANNABIS RETAIL W/ DELIVERY**

APPLICANT:  
 Donal F. Cobble  
 4075 Stony Brook Circle  
 Corona, CA 92681  
 951.454.4504  
 sbrm@sbarch.com

DESIGN:  
 S&B ARCHITECTS AND ENGINEERS  
 4075 Stony Brook Circle  
 Corona, CA 92681  
 951.454.4504  
 sbrm@sbarch.com

S5

EXHIBIT "F"

Development Agreement No. 190006

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

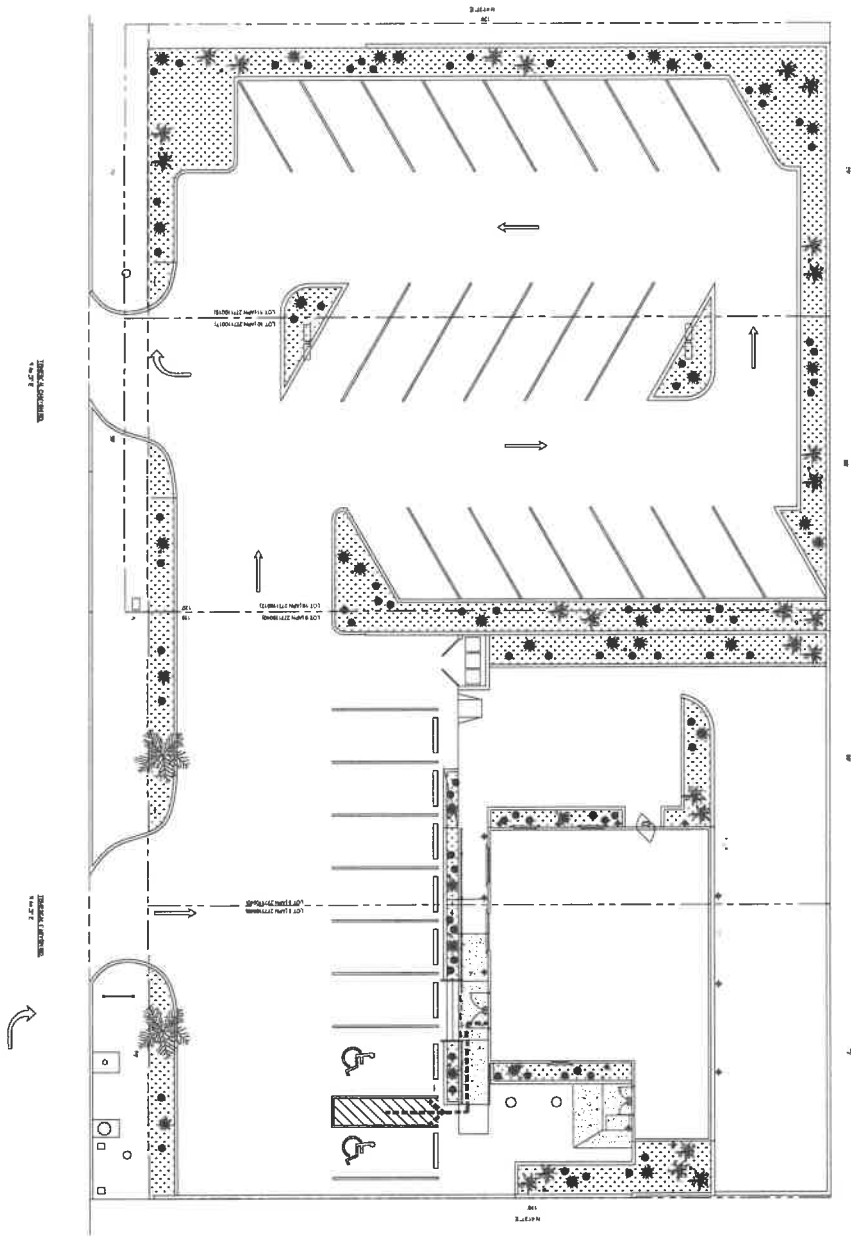
The Cannabis Retailer operating at the Property pursuant to CUP No. 190010 includes the existing 1,625 square foot commercial building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$26,000.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900006

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 1,625 square foot commercial building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".



SITE PLAN



SITE PLAN  
OVERALL  
04.28.2023

S5

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

19700 TEMESCAL CANYON RD.  
CANNABIS RETAIL W/ DELIVERY

APPLICANT:  
Dahl E. Oakley  
4079 Sherrick Road Circle  
Corona, CA 92881  
951.441.4204  
dwoakley@sherrick.com

DESIGN:  
SHERRICK ARCHITECTS  
AND ENGINEERS  
7775 Valban Parkway  
New Albany, OH 43054  
614.545.4550  
lgarrison@sherrick.com

## EXHIBIT “H”

Development Agreement No. 1900006

### COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000.00 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 agrees they will participate in community events, career opportunity events, as well as any applicable educational and wellness seminars within the surrounding community.

### ADDITIONAL COMMERCIAL CANNABIS PUBLIC BENEFIT

The applicant has also committed to a voluntary \$200,000.00 yearly contribution to the El Cerrito Road Fund. This additional, voluntary contribution will not be subject to the annual 5% increase.









Lead Agency: CLERK OF THE BOARD OF SUPERVISORS  
ATTN: JOSE MERLAN, PROJECT PLANNER  
Address: 4080 LEMON STREET 1ST FLOOR  
P.O. BOX 1147  
RIVERSIDE, CA 92502-1147

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202300707  
07/05/2023 05:00 PM Fee: \$ 0.00  
Page 1 of 2

Removed: 8/9/2023 By: *Rodriguez* Deputy



Project Title

CUP190010, CA1900006, VAR210103

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:  
NOTICE OF PUBLIC HEARING

Notes

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT, DEVELOPMENT AGREEMENT AND VARIANCE 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, August 1, 2023 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommendation to approve Conditional Use Permit No. 190010 which proposes to use an existing building as a storefront for a retail cannabis business with existing parking. Development Agreement No. 1900006 would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area. Variance No. 210103 is a request to allow for a shorter distance, (990 feet) from the required 1,000 feet from sensitive land uses per Ordinance 348. This proposed project is located north of Jolora Ave., east of Temescal Canyon Rd., south of El Cerrito Rd, and west of Arcadia St. 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. 190010, APPROVE DEVELOPMENT AGREEMENT NO. 1900006 and VARIANCE NO. 210103.**

On May 17, 2023, the Planning Commission voted 2-2, splitting the vote resulting in a failed motion. As such, the approval recommendation, as recommended by staff to the Planning Commission on May 17, 2023 is being recommended to the Board of Supervisors. 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, 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.

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: July 5, 2023

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