

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



ITEM: 21.3  
(ID # 25600)

MEETING DATE:

Tuesday, August 27, 2024

FROM : TLMA-PLANNING

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON THE INTRODUCTION OF ORDINANCE NO. 664.108 APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 1900018 – Nothing further required under CEQA – Applicant: The Artist Tree – Second Supervisorial District – East Corona Zoning District – Temescal Canyon Area Plan – Community Development: Commercial Retail (CD:CR) - Location: north of Magnolia Ave, south of Estelle Street, east of Temescal St., and west of Moody St. – .57 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: amend the approved Development Agreement (DA1900018) to add the Artist Tree IV, LLC as the new property owner to the development agreement. CUP190029 and DA1900018 are now under 3833 Temescal, LLC (CUP190029 permit owner) and the Artist Tree, IV, LLC (property owner). APN: 115-241-030, -011, -012. District 2. [Applicant Fees 100%]

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

1. **FIND NO NEW ENVIRONMENTAL DOCUMENT IS REQUIRED** because the project was previously found to be Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions set forth herein; and
2. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT on successive weeks** ORDINANCE NO. 664.108, an Ordinance of the County of Riverside Approving Amendment No. 1 to Development Agreement No. 1900018, based on the findings and conclusions in this staff report.

**ACTION:Policy**

  
John Hillbrand, Planning Director

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 2024  
xc: Planning

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Applicant Fees 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25

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

**BACKGROUND:**

Conditional Use Permit No. 190029 and Development Agreement No. 1900018 were presented to the Board of Supervisors at a public hearing on October 20, 2020. The Board approved the Conditional Use Permit at this hearing, and subsequently adopted Ordinance No. 664.65 on October 20, 2020, thus approving the Development Agreement.

With this current Project, the applicant requests an amendment to the approved Development Agreement (DA1900018). DA1900018 Amendment No. 1 would simply add the Artist Tree IV, LLC to the development agreement. The applicant purchased the Artist Tree IV, LLC which now owns the property/premises. Both CUP1900029 and DA1900018 are now under 3833 Temescal, LLC (CUP190029 permit owner) and the Artist Tree, IV, LLC (property owner).

A public hearing on the Project was held with the Board of Supervisors on October 20<sup>th</sup>, 2020, and was approved by a vote of 5-0, subject to the subsequent adoption of Ordinance No. 664.95 to approve the original DA1900018.

Pursuant to State law, a development agreement is a legislative act that must be approved by ordinance. Adoption of Ordinance No. 664.108 will approve Amendment No. 1 to Development Agreement No. 1900018, consistent with the Board's action on October 20<sup>th</sup>, 2020, and Government Code section 65867.5.

**Impact on Citizens and Businesses:**

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated by reference, the original project was deemed to be exempt under CEQA and no exceptions pursuant to State CEQA Guidelines section 15300.2 were found to apply. As these changes to the Development Agreement would not change any of those prior findings, no further findings under CEQA are required. Accordingly, there will be no impacts on residents or businesses.

**ATTACHMENTS:**

Attachment A - Amendment No. 1 to DA 1900018

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

Attachment B - Ordinance No. 664.108 Approving Amendment No. 1 to DA1900018  
Attachment C - Planning Commission Staff Report

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 8/21/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 8/20/2024



# RIVERSIDE COUNTY PLANNING DEPARTMENT

*Handwritten initials: CR*

RECEIVED RIVERSIDE COUNTY  
CLERK/CLERK OF SUPERVISORS  
2024 JUL 30 PM 1:14

*John Hildebrand  
Planning Director*

**DATE:** July 30, 2024

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

**FROM:** Planning Department – Riverside – **Jose Merlan, Principal Planner 5-0314 (BOS date 8/27/2024)**

**SUBJECT:** **MT#25600** - DA1900018 Amendment No. 1 to CUP190029  
(Charge your time to these case numbers)

**DEVELOPMENT AGREEMENT 1900018 AMENDMENT NO. 1 to CONDITIONAL USE PERMIT 190029** – CEQA Exempt per Section 15061(b)(3) – Applicant: Diego Palomares, The Artist Tree – Second Supervisorial District – East Corona Zoning District – Temescal Canyon Area Plan – Community Development: Commercial Retail (CR) – **Location:** north of Magnolia Ave., east of Temescal St., and west of Moody St. – 0.57 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. – Project Planner: Jose Merlan at 951-955-0314 or email at [jmerlan@rivco.org](mailto:jmerlan@rivco.org)

**Board of Supervisors Hearing Date:** October 20, 2020

**BOS Vote:** 5-0

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

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

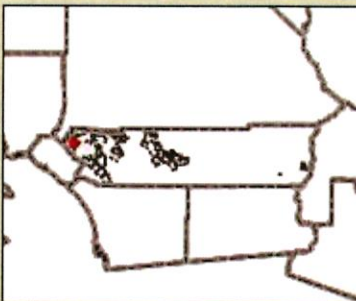
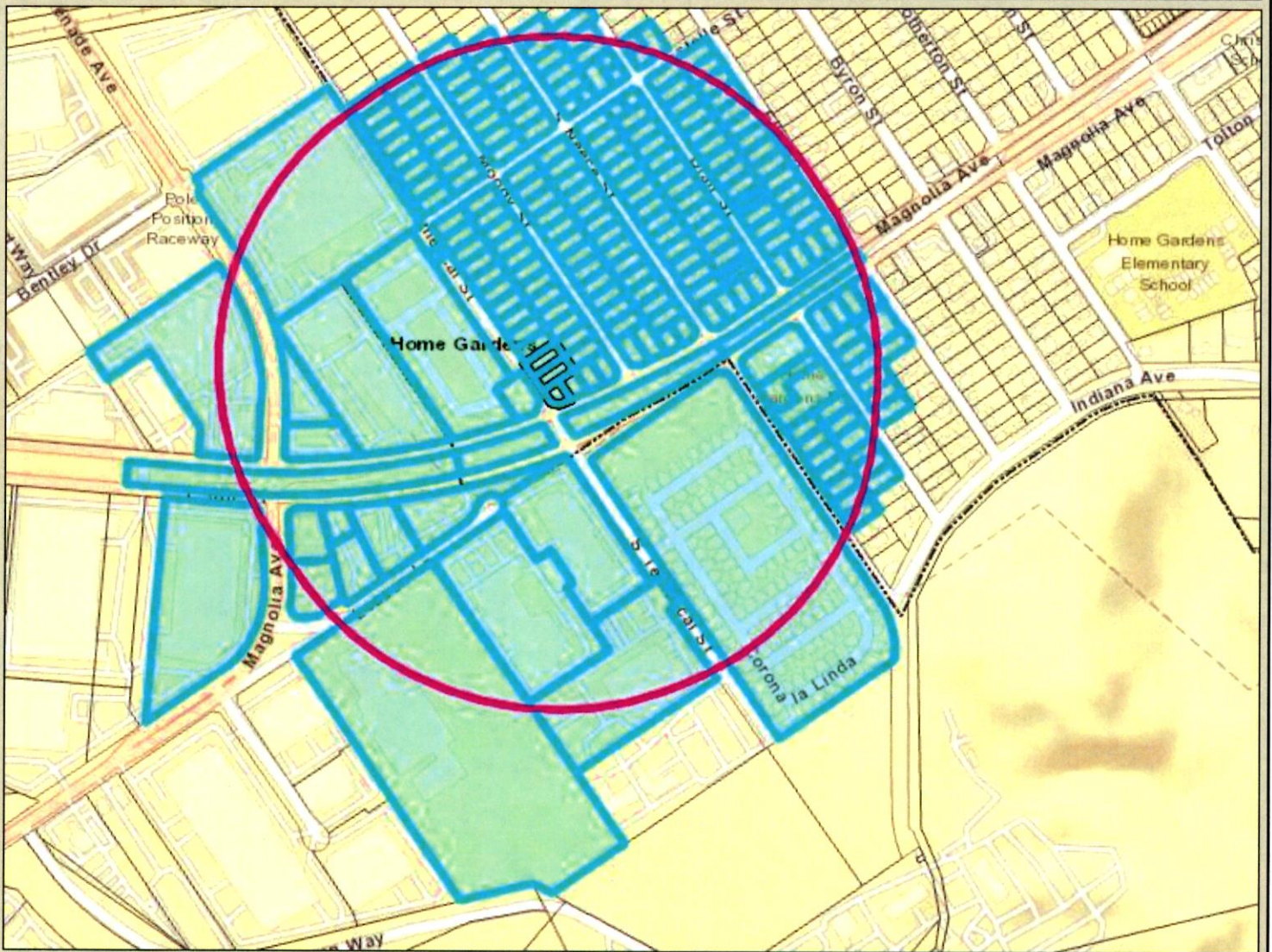
**Designate Newspaper used by Planning Department for Notice of Hearing:**  
(2nd Dist) Press Enterprise

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

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

# DA1900018 (CUP190029)

1200-foot radius map



### 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... 7/29/2024 10:39:24 AM

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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

August 1, 2024

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: DEVELOPMENT AGREEMENT 1900018  
AMENDMENT NO. 1 to CONDITIONAL USE PERMIT 190029**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Friday, August 16, 2024.**

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 DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, 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 27, 2024 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Development Agreement No. 1900018, Amendment No. 1 to Conditional Use Permit No. 190029**. DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. This proposed project is located : north of Magnolia Ave., east of Temescal St., and west of Moody St in the Second Supervisorial District.

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: August 1, 2024

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 August 1, 2024, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

## NOTICE OF PUBLIC HEARING

DA1900018, AMD. # 1 TO CUP190029

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 27, 2024 @ 10:00 a.m.

SIGNATURE: Cindy Fernandez DATE: August 1, 2024  
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 August 1, 2024, I mailed a copy of the following document:

## NOTICE OF PUBLIC HEARING

DA1900018, AMD. # 1 TO CUP190029

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 27, 2024 @ 10:00 a.m.

SIGNATURE: Cindy Fernandez DATE: August 1, 2024  
Cindy Fernandez



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

**Receipt: 24-222164**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$0.00
	# Pages	1
	Document #	E-202400844
	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  
**2024 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER: 24-222164
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 08/01/2024
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202400844	
PROJECT TITLE DA1900018, CUP190029		

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 STREET FIRST FLOOR,	CITY RIVERSIDE	STATE CALI
		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)  | \$4,051.25 | \$ _____        |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)   | \$2,916.75 | \$ _____        |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW         | \$1,377.25 | \$ _____        |
| <br>  |            |                 |
| <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)                   |            |                 |
| <hr/>   |            |                 |
| <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 Irma Rodriguez
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**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT**

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Dated: August 1, 2024

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

**F I L E D / P O S T E D**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202400844  
08/01/2024 04:16 PM Fee: \$ 0.00  
Page 1 of 1

Removed: By: Deputy  


107030029  
AGREY  
1575 MAGNOLIA AVE  
CORONA CA 92879

107031001  
DHARAM BHATIA  
24 ELIZABETH LN  
IRVINE CA 92602

107031002  
DHARAM BHATIA  
24 ELIZABETH LN  
IRVINE CA 92602

107040005  
LEESON CORONA  
4 PARK PLAZA STE 1700  
IRVINE CA 92614

107040006  
LEESON CORONA  
4 PARK PLAZA STE 1700  
IRVINE CA 92614

107040008  
VENTURE 2 LLC  
4260 RIVERWALK PKY  
RIVERSIDE CA 92505

107040009  
LEESON CORONA  
4 PARK PLAZA STE 1700  
IRVINE CA 92614

107050001  
SOUTHERN PACIFIC TRANSPORTATION  
CO  
1700 FARNAM ST 10TH FL S  
OMAHA NE 68102

107050011  
KORNHAUSER REAL ESTATE  
3707 W GARDEN GROVE BLV  
ORANGE CA 92868

107050028  
SHEDD JOHN L & SUSAN J REVOCABLE  
LIVING TRUST DTD 02/16/17  
21530 DUNROBIN WAY  
YORBA LINDA CA 92887

107050034  
CORONA LA LINDA ASSOC  
320 N PARK VISTA ST  
ANAHEIM CA 92806

107060029  
SOUTHERN CALIF EDISON CO  
2244 WALNUT GROVE AVE  
ROSEMEAD CA 91770

107320014  
MISSION RUBBER CO INC  
708 S TEMESCAL ST STE 101  
CORONA CA 92879

107320015  
MISSION RUBBER CO INC  
708 S TEMESCAL ST STE 101  
CORONA CA 92879

115210006  
EVMWD  
P O BOX 3000  
LAKE ELSINORE CA 92531

115210007  
FITZGERALD FAMILY TRUST  
4675 MARMIAN WAY  
RIVERSIDE CA 92506

115210009  
SHEPARD FUNDING  
24912 ZUMAYA CT  
LAGUNA HILLS CA 92653

115210020  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

115210021  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

115210022  
14 PROMENADE PARTNERSHIP L P  
5100 CAMPUS DR STE 300  
NEWPORT BEACH CA 92660

115210031  
LAWRENCE D. FARRUGIA  
3800 ORANGE ST STE 250  
RIVERSIDE CA 92501

115210032  
NETZER ADMATI  
249 WARWICK AVE  
SOUTH PASADENA CA 91030

115210033  
ST MARK ENTERPRISES INC  
PO BOX 341  
CORONA CA 92878

115221005  
ALEJANDRO CORONA  
4105 S TEMESCAL ST  
CORONA CA 92879

115221006  
HELEN RAYA  
4091 S TEMESCAL ST  
CORONA CA 92879

115221007  
RODOLMIRO MENDEZ  
4073 S TEMESCAL ST  
CORONA CA 92879

115221008  
BERTHA ALICIA C RODRIGUEZ  
4059 S TEMESCAL ST  
CORONA CA 92879

115221009  
MARIA FRANCISCA ROMERO  
4045 S TEMESCAL ST  
CORONA CA 92879

115221010  
JAVIER PASTOR  
4035 S TEMESCAL ST  
CORONA CA 92879

115221011  
HUMBERTO M. BARAJAS  
3822 BLAIR ST  
CORONA CA 92879

115221012  
JOSEPH S. LAMKIN  
15910 PASADENA AVE #8  
TUSTIN CA 92780

115221013  
MEJIA FAMILY TRUST  
2267 W CARSON ST UNT G  
TORRANCE CA 90501

115221014  
MEJIA FAMILY TRUST  
2267 W CARSON ST UNT G  
TORRANCE CA 90501

115221015  
DOROTEO RUVALCABA  
4711 TOMLINSON AVE  
RIVERSIDE CA 92505

115221016  
JAVIER CABRERA  
4042 MOODY ST  
CORONA CA 92879

115221017  
HECTOR G. RAMIREZ  
4060 MOODY ST  
CORONA CA 92879

115221018  
ASIF ALI  
1101 CALLE ARCANO  
SAN DIMAS CA 91773

115221019  
SAUL NAVARRO  
4086 MOODY ST  
CORONA CA 92879

115221020  
VALENTE O. VILLASENOR  
4100 MOODY ST  
CORONA CA 92879

115222005  
JACKSON L. WOODS  
4095 MOODY ST  
CORONA CA 92879

115222006  
HECTOR GABRIEL RAMIREZ  
4089 MOODY ST  
CORONA CA 92879

115222007  
MORALES FAMILY TRUST DATED  
04/19/2023  
202 VIOLET ST  
CORONA CA 92882

115222008  
FLORES FAMILY TRUST DTD 03/05/24  
493 S HILL ST  
ORANGE CA 92869

115222009  
JUAN BERNAL  
4045 MOODY ST  
CORONA CA 92879

115222010  
ALEJANDRO R. ALMADA  
P O BOX 254  
NORCO CA 92850

115222011  
JIMMY Q. PFISTER  
P O BOX 53  
ANGELUS OAKS CA 92305

115222012  
TINU SINGH  
4118 SHIRLEY AVE  
EL MONTE CA 91731

115222013  
VICTOR CASTRO  
13805 ESTELLE ST  
CORONA CA 92879

115222014  
WILFRIDO VASQUEZ RODRIGUEZ  
4020 NEECE ST  
CORONA CA 92879

115222015  
EMILY LOPEZ  
4034 NEECE ST  
CORONA CA 92879

115222016  
CALDERON FAMILY TRUST U/A DTD  
01/16/16  
1711 BOYD AVE  
CORONA CA 92881

115222017  
HECTOR G. RAMIREZ  
4060 NEECE ST  
CORONA CA 92879

115222018  
CARMEN IVETTE HERRERA  
4072 NEECE ST  
CORONA CA 92879

115222019  
JUAN ANTONIO T HERNANDEZ  
4088 NEECE ST  
CORONA CA 92879

115231006  
RAMON NAVA  
4069 NEECE ST  
CORONA CA 92879

115231007  
JOSE R. ROJAS  
4055 NEECE ST  
CORONA CA 92879



115231008  
JOSE R. ROJAS  
4055 NEECE ST  
CORONA CA 92879

115231009  
ISLAM FAMILY TRUST DATED 04/03/2004  
1479 S CARNELIAN ST  
ANAHEIM CA 92802

115231010  
ISLAM FAMILY TRUST DATED 04/03/2004  
1479 S CARNELIAN ST  
ANAHEIM CA 92802

115231011  
ELI CAMARENA  
4005 NEECE ST  
CORONA CA 92879

115231012  
FIERROS ANTONIO & CRUZ CONSUELO  
TRUST DATED 12/20/2018  
13781 ESTELLE ST  
CORONA CA 92879

115231013  
HOLGUIN DELIA  
13773 ESTELLE ST  
CORONA CA 92879

115231014  
JOHNNY M. ROMERO  
1846 MADERA CIR  
CORONA CA 92879

115231015  
L2 GROUP  
PO BOX 9559  
ALTA LOMA CA 91701

115231016  
CARLOS LARA LUNA  
4974 S CENTINELA AVE NO A  
LOS ANGELES CA 90066

115231017  
MARIA GUADALUPE CHAVEZ  
4038 BLAIR ST  
CORONA CA 92879

115231024  
BACH K. NGUYEN  
5540 BAYBERRY WAY  
YORBA LINDA CA 92887

115232007  
ANTONIO VELASQUEZ  
4023 BLAIR ST  
CORONA CA 92879

115232008  
ROSENDO MEDINA MENDOZA  
13745 ESTELLE ST  
CORONA CA 92879

115232009  
JUANITA M. RAMOS  
6569 ETIWANDA AVE  
MIRA LOMA CA 91752

115241001  
RODOLFO SANCHEZ MAGALLON  
3997 TEMESCAL ST  
CORONA CA 92879

115241002  
ROBERT PEREDA  
19431 DRY GULCH RD  
CORONA CA 92881

115241003  
VI VI MY TRAN  
3961 TEMESCAL ST  
CORONA CA 92879

115241004  
NICOLAS ROMO  
3951 TEMESCAL ST  
CORONA CA 92879

115241005  
PABLO SOTO CATALAN  
3929 TEMESCAL ST  
CORONA CA 92879

115241006  
FAMILY TRUST OF FLORES ANGEL L &  
ALEIDA A DTD 06/14/21  
3915 S TEMESCAL ST  
CORONA CA 92879

115241007  
JOE VARGAS  
19425 QUEBEC AVE  
CORONA CA 92881

115241008  
PHILIP MATHEW MIRAMONTES  
3889 TEMESCAL ST  
CORONA CA 92879

115241009  
SOCORRO IMELDA VAZQUEZ  
3871 TEMESCAL ST  
CORONA CA 92879

115241010  
SOCORRO IMELDA VAZQUEZ  
3871 S TEMESCAL ST  
CORONA CA 92879

115241011  
3833 TEMESCAL  
14590 ALKOSH RD  
JAMUL CA 91935

115241012  
3833 TEMESCAL  
14590 ALKOSH RD  
JAMUL CA 91935

115241014  
MODARRESI FAMILY TRUST DATED  
3/17/2002  
359 W ORANGE HEIGHTS LN  
CORONA CA 92882

115241015  
MODARRESI FAMILY TRUST DATED  
3/17/2002  
359 W ORANGE HEIGHTS LN  
CORONA CA 92882

115241017  
MODARRESI FAMILY TRUST DATED  
3/17/2002  
359 W ORANGE HEIGHTS LN  
CORONA CA 92882

115241018  
ENRIQUEZ RALPH C SR ESTATE OF  
1056 FORD ST  
CORONA CA 92879

115241019  
BRYAN J. GRANADOS  
3868 MOODY ST  
CORONA CA 92879

115241020  
CHARLES PARRA  
3888 MOODY ST  
CORONA CA 92879

115241021  
ALEJANDRO R. ALMADA  
P O BOX 254  
NORCO CA 92860

115241022  
HOME EXPO FINANCIAL INC  
23580 ALESSANDRO BLVD  
MORENO VALLEY CA 92552

115241023  
MIGUEL ANGEL AYALA OCAMPO  
3926 MOODY ST  
CORONA CA 92879

115241024  
CARLOS R. GANDARILLA  
3940 MOODY ST  
CORONA CA 92879

115241025  
CAROL CADENA  
3950 MOODY ST  
CORONA CA 92879

115241026  
BARRON MARIA FAMILY TRUST DTD  
3/24/2018  
3964 MOODY ST  
CORONA CA 92879

115241027  
MACIAS OFELIA TRUST DTD 6/2/2018  
3976 MOODY ST  
CORONA CA 92879

115241028  
ERNESTO VARGAS  
19425 QUEBEC AVE  
CORONA CA 92881

115241029  
MODARRESI FAMILY TRUST DATED  
3/17/2002  
359 W ORANGE HEIGHTS LN  
CORONA CA 92882

115241030  
3833 TEMESCAL  
14590 ALKOSH RD  
JAMUL CA 91935

115242001  
EFREN MARTINEZ INFANTE  
3997 MOODY ST  
CORONA CA 92879

115242002  
CESAR PICAZO  
3979 MOODY ST  
CORONA CA 92879

115242003  
CASTELAN FAMILY TRUST U/A DTD  
3/20/21  
4423 JUNIPER DR  
RIVERSIDE CA 92505

115242004  
PIROUZ LAVASONY  
24302 ONTARIO LN  
LAKE FOREST CA 92630

115242005  
JOEL F. AVITIA  
3941 MOODY ST  
CORONA CA 92879

115242006  
PHIL BERMAN  
19 CARNELIAN  
IRVINE CA 92614

115242007  
SALVADOR DENIZ  
2325 LIME ST  
LONG BEACH CA 90806

115242008  
ROBERTO GARCIA  
3893 MOODY ST  
CORONA CA 92897

115242009  
DOORBELL ASSOC  
240 E BEVERLY BLVD UNIT B  
MONTEBELLO CA 90640

115242010  
EFREN MEDINA VILLA  
3871 MOODY ST  
CORONA CA 92879

115242011  
LUCILLE ARELLANO  
3865 MOODY ST  
CORONA CA 92879

115242012  
MARK A. SAYEGH  
4165 ROBBY CIR  
CORONA CA 92881

115242017  
LUIS GOMEZ  
18921 J & J LN  
YORBA LINDA CA 92886

115242018  
MARIO G. MARTINEZ  
10248 SELKIRK  
RIVERSIDE CA 92505

115242019  
RAMON MORA  
3864 NEECE ST  
CORONA CA 92879

115242020  
JOSE S. HUANTE  
3872 NEECE ST  
CORONA CA 92879

115242021  
FILIBERTO DUARTE  
3888 NEECE ST  
CORONA CA 92879

115242022  
KERRI ROSS MAHONEY  
3898 NEECE ST  
CORONA CA 92879

115242023  
MANUEL F. MORENO  
3910 NEECE ST  
CORONA CA 92879

115242024  
ANTONIO GALVAN  
3926 NEECE ST  
CORONA CA 92879

115242025  
MOONEY INV  
718 MOONEY DR  
MONTEREY PARK CA 91755

115242026  
FEDERICO F. CASTRO  
3956 NEECE ST  
CORONA CA 92879

115242027  
MICHAEL D. JENKINS  
1504 MONIF CIR  
CORONA CA 92881

115242028  
EMMA CRISTINA BANUELOS  
3982 NEECE ST  
CORONA CA 92879

115242029  
CARLOS GARAY MORENO  
3998 NEECE ST  
CORONA CA 92879

115242030  
IGNACIO N. MEDINA  
20180 KAYNE ST  
CORONA CA 92881

115242031  
IGNACIO N. MEDINA  
20180 KAYNE ST  
CORONA CA 92881

115242032  
JANET L. LOCKWAY  
43460 CHAPELTON DR  
BERMUDA DUNES CA 92203

115242033  
NIELS T. SORENSEN  
4545 ALLSTATE DR  
RIVERSIDE CA 92501

115251001  
TEREZA VIDAURY VELOZ  
3995 NEECE ST  
CORONA CA 92879

115251002  
SALVADOR MARTINEZ  
10 WEST A ST  
PASCO WA 99301

115251003  
ENRIQUE CASTRO  
3969 NEECE ST  
CORONA CA 92879

115251004  
FILBERTO NUNEZ  
3957 NEECE ST  
CORONA CA 92879

115251005  
EVANGELINA M. SALDANA  
3939 NEECE ST  
CORONA CA 92879

115251006  
FRANCISCO J. SALDANA  
3939 S NEECE ST  
CORONA CA 92879

115251007  
PASCUAL C. RAMIREZ  
3911 NEECE ST  
CORONA CA 92879

115251008  
FILEMON JIMENEZ  
3899 NEECE ST  
CORONA CA 92879

115251009  
ROMAN SILVA  
3887 NEECE ST  
CORONA CA 92879

115251010  
MAGANA FAMILY TRUST DTD 10/26/20  
3877 NEECE ST  
CORONA CA 92879

115251012  
MARTIN EDWARD GRIM  
P O BOX 38  
PIONEERTOWN CA 92268

115251013  
SALVADOR C. CACHO  
3833 NEECE ST  
CORONA CA 92879

115251014  
JAMES R. FRIEND  
3817 NEECE ST  
CORONA CA 92879

115251015  
BARAJAS FAMILY TRUST DTD 12/23/16  
3822 BLAIR ST  
CORONA CA 92879

115251016  
HUMBERTO M. BARAJAS  
3822 BLAIR ST  
CORONA CA 92879

115251018  
SANCHEZ MARY HELEN REVOCABLE  
LIVING TRUST DTD 4/18/23  
3832 BLAIR ST  
CORONA CA 92879

115251019  
VICENTE PEREDA  
19431 DRY GLUCH RD  
CORONA CA 92881

115251020  
RODRIGUEZ MARIA & GUSTAVO LIVING  
TRUST U/A DATED 8/21/2018  
3848 N BLAIR ST  
CORONA CA 92879

115251021  
ALEX S. VEGA  
18333 PINECONE LN  
RIVERSIDE CA 92504

115251022  
MARCO A. VIDAL  
3870 BLAIR ST  
CORONA CA 92879

115251023  
JOSE MARTINEZ  
3888 BLAIR ST  
CORONA CA 92879

115251024  
LUA ABIGAIL PULIDO LIVING TRUST U/A  
DTD 3/11/24  
3898 BLAIR ST  
CORONA CA 92879

115251025  
MARY D. HERNANDEZ  
3912 BLAIR ST  
CORONA CA 92879

115251026  
RAFAEL RAMIREZ MIRANDA  
1255 S NUTWOOD ST # 1  
ANAHEIM CA 92804

115251027  
MIGUEL ANGEL CONTRERAS  
3940 BLAIR ST  
CORONA CA 92879

115251028  
BRENDA SANDOVAL  
6490 SANDY LN  
RIVERSIDE CA 92505

115251029  
JORGE SERVIN  
3966 BLAIR ST  
CORONA CA 92879

115251030  
SALVADOR MARTINEZ  
10 WEST A ST  
PASCO WA 99301

115251031  
ZENON MEJIA ABARCA  
13720 ESTELLE ST  
CORONA CA 92879

115251032  
NORMA GONZALEZ BELTRAN  
3992 BLAIR ST  
CORONA CA 92879

115251033  
PEDRO C. MADRIGAL  
15301 REGATTA WAY  
LAKE ELSINORE CA 92530

115251034  
HUMBERTO M. BARAJAS  
3822 BLAIR ST  
CORONA CA 92879

115252001  
MARTIN NAVARRO  
3993 BLAIR ST  
CORONA CA 92879

115252002  
VICENTE PEREDA  
19431 DRY GLUCH RD  
CORONA CA 92881

115252003  
MONTROYA-VEGA SOCORRO  
REVOCABLE TRUST 7/30/20  
1303 PERA ST  
CORONA CA 92882

115252004  
DATIR FAMILY TRUST DTD 2/24/17  
15798 HAMMETT CT  
MORENO VALLEY CA 92555

115252005  
SAUL TORRES  
3939 BLAIR ST  
CORONA CA 92879

115252006  
ANDRES MENDES CASTRO  
3925 BLAIR ST  
CORONA CA 92879

115252007  
LING GLORIA Y IRREVOCABLE TRUST  
DATED 4/12/2018  
6607 BURNING TREE DR  
HOUSTON TX 77036

115252008  
SALVADOR C. CACHO  
3895 BLAIR ST  
CORONA CA 92879

115252009  
SINGLES HOT EB  
54 W YALE LOOP  
IRVINE CA 92604



115252010  
HERNANDEZ FAMILY REVOCABLE  
LIVING TRUST DATED 09/11/21  
3879 BLAIR ST  
CORONA CA 92879

115252011  
EVA CISNEROS  
10729 COCHRAN AVE  
RIVERSIDE CA 92505

115252012  
VICENTE PEREDA  
19431 DRY GULCH RD  
CORONA CA 92881

115252013  
MARCELINA RUFINO BENITEZ  
3845 BLAIR ST  
CORONA CA 92879

115252014  
VINCENTE L. PEREDA  
19431 DUY GULCH RD  
CORONA CA 92881

115252016  
VICENTE PEREDA  
19431 DRY GLUCH RD  
CORONA CA 92881

115252017  
JESUS O. MOJICA  
2087 SADDLEBACK DR  
CORONA CA 92879

115252019  
JOSE R. MORENO  
3834 ELLIS ST  
CORONA CA 92879

115252020  
ARMANDO FLORES  
3846 ELLIS ST  
CORONA CA 92879

115252021  
AJAR MANAGEMENT  
2020 W ELDER ST  
WEST COVINA CA 91790

115252022  
CARLOS CASTRO  
3872 ELLIS ST  
CORONA CA 92879

115252023  
ROSA VALENZUELA  
4026 ELLIS ST  
CORONA CA 92879

115252024  
DELFINO C. CACHO  
20070 NEWTON ST  
CORONA CA 92881

115252025  
RODOLFO CASTRO  
5305 W 5TH ST  
SANTA ANA CA 92703

115252026  
MARIA CONCEPCION FRANCO  
3924 ELLIS ST  
CORONA CA 92879

115252027  
SOCORRO M. LIMON  
3944 ELLIS ST  
CORONA CA 92879

115252028  
NELSON LUGO  
3954 ELLIS ST  
CORONA CA 92879

115252029  
MARIA DEJESUS R CASTRO  
500 SOMERSET DR  
PLACENTIA CA 92870

115252030  
MAURICIO MANZO  
3978 ELLIS ST  
CORONA CA 92879

115252031  
MONA GLASSCOCK  
6039 E RIDGEWOOD CT  
ANAHEIM CA 92807

115252032  
PEREDA VINCENTE L  
19431 DRY GULCH RD  
CORONA CA 92881

115252033  
LUIS MAGANA  
13709 MAGNOLIA AVE  
CORONA CA 92879

115580032  
REXCO  
2518 N SANTIAGO BLV  
ORANGE CA 92867

135021010  
ROJAS SILVIA G  
3723 S NEECE ST  
CORONA CA 92879

135021011  
VICTOR M. ACOSTA  
3715 S NEECE ST  
CORONA CA 92879

135021012  
MIGUEL VALENCIA  
3703 S NEECE ST  
CORONA CA 92879

135021021  
PEDRO TORRES  
3694 BLAIR ST  
CORONA CA 92879

135021022  
GILBERT Z. CERVANTES  
3704 BLAIR ST  
CORONA CA 92879

135021023  
SARAH M. ORTIZ  
3708 BLAIR ST  
CORONA CA 92879

135021024  
ARTURO MARTINEZ  
3716 BLAIR ST  
CORONA CA 92879

135021025  
MIGUEL REYES  
11165 BAKER LN  
RIVERSIDE CA 92505

135021026  
CAROLYN F. NUNEZ  
6433 BLACKBERRY PL  
RIVERSIDE CA 92505

135021030  
SOUTHERN PACIFIC TRANSPORTATION  
CO  
1700 FARNAM ST 10TH FL S  
OMAHA NE 68102

135021036  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

135021038  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

135021039  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

135021040  
BELTRAN FRANCISCO  
3745 S NEECE ST  
CORONA CA 92879

135021041  
KANDA ANJANA  
3733 S NEECE ST  
CORONA CA 92879

135021042  
LUIS E. PARNASS  
3691 S NEECE ST  
CORONA CA 92879

135021043  
MANUEL ESQUEDA QUINONEZ  
3681 NEECE ST  
CORONA CA 92879

135022002  
CLAUDIA E. INGRAM  
19991 WINDWOOD CIR  
RIVERSIDE CA 92508

135022003  
ISLAMIC CIRCLE OF NORTH AMERICA  
INC  
16626 89TH AVE  
JAMAICA QUEENS NY 11432

135022005  
SHAHID HUSSAIN  
269 VILAFRANCA ST  
CORONA CA 92879

135022006  
HUMA KHAN  
13159 ABANA PL  
CERRITOS CA 90703

135022007  
HERNANDEZ SONIA A REV TRUST  
DATED 8/18/22  
3755 BLAIR ST  
CORONA CA 92879

135022008  
IGNACIO RIVERA  
3741 BLAIR ST  
CORONA CA 92879

135022009  
3737 BLAIR ST  
CORONA CA 92879

135022010  
IGNACIO MEDINA  
3725 BLAIR ST  
CORONA CA 92879

135022026  
LA O. SOLIS JULIAN DE  
3754 ELLIS ST  
CORONA CA 92879

135022028  
ISLAMIC CIRCLE OF NORTH AMERICA  
INC  
16626 89TH AVE  
JAMAICA QUEENS NY 11432

135022029  
CLAUDIA E. INGRAM  
19991 WINDWOOD CIR  
RIVERSIDE CA 92508

135022030  
ISLAMIC CIRCLE OF NORTH AMERICA  
INC  
16626 89TH AVE  
JAMAICA QUEENS NY 11432

135022031  
ISLAMIC CIRCLE OF NORTH AMERICA  
INC  
16626 89TH AVE  
JAMAICA QUEENS NY 11432

Diego Palomares  
3833 S. Temescal St.  
Corona, CA 92879

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

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

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*Payment Amount:* \$0.00  
*Amount Due:* \$431.89  
*Notice ID:* m2mSoOVjDBqRVU89IBEa  
*Invoice Text:*

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, August 27, 2024 at 10:00 A.M. or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve Development Agreement No. 1900018, Amendment No. 1 to Conditional Use Permit No. 190029. DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. This proposed project is located : north of Magnolia Ave., east of Temescal St., and west of Moody St in the Second Supervisorial District. FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JOSE MERLAN, PROJECT PLANNER, AT (951)955-0314 OR EMAIL 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

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

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

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011685037

**FILE NO. 0011685037**

## 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:

**08/16/2024**

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

Date: August 16, 2024.  
At: Riverside, California



Signature

## NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, August 27, 2024 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Development Agreement No. 1900018, Amendment No. 1 to Conditional Use Permit No. 190029**. DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. This proposed project is located : north of Magnolia Ave., east of Temescal St., and west of Moody St in the Second Supervisorial District.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JOSE MERLAN, PROJECT PLANNER, AT (951)955-0314 OR EMAIL 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@rlvco.org](mailto:cob@rlvco.org)

Dated: August 1, 2024  
Kimberly A. Rector, Clerk of the Board

By: Cindy Fernandez, Clerk of the Board Assistant

**The Press-Enterprise**

**Published: 8/16/24**



**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, 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 27, 2024 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Development Agreement No. 1900018, Amendment No. 1 to Conditional Use Permit No. 190029**. DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. This proposed project is located : north of Magnolia Ave., east of Temescal St., and west of Moody St in the Second Supervisorial District.

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).

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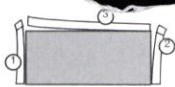
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Dated: August 1, 2024

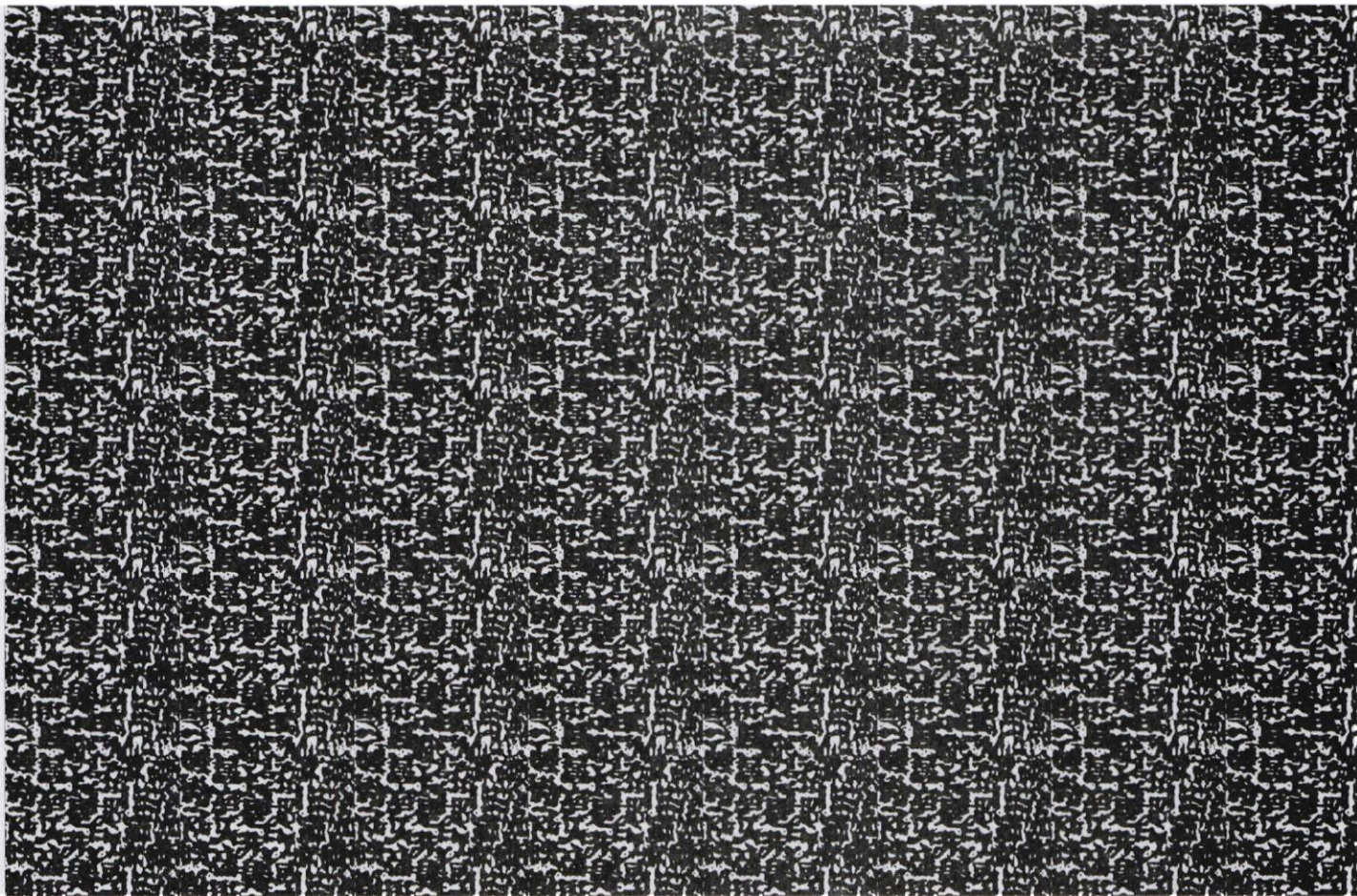
Kimberly A. Rector, Clerk of the Board  
By: Cindy Fernandez, Clerk of the Board Assistant



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County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

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3737 BLAIR ST  
CORONA CA 92879

NIXIE 911 DE 1260 0008/08/24  
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UNABLE TO FORWARD

ANKK1: 9300980000

ANK

BC: 92502114747 \*0172-01000-24-40

FGK0819850287947

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT**

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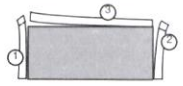
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Dated: August 1, 2024

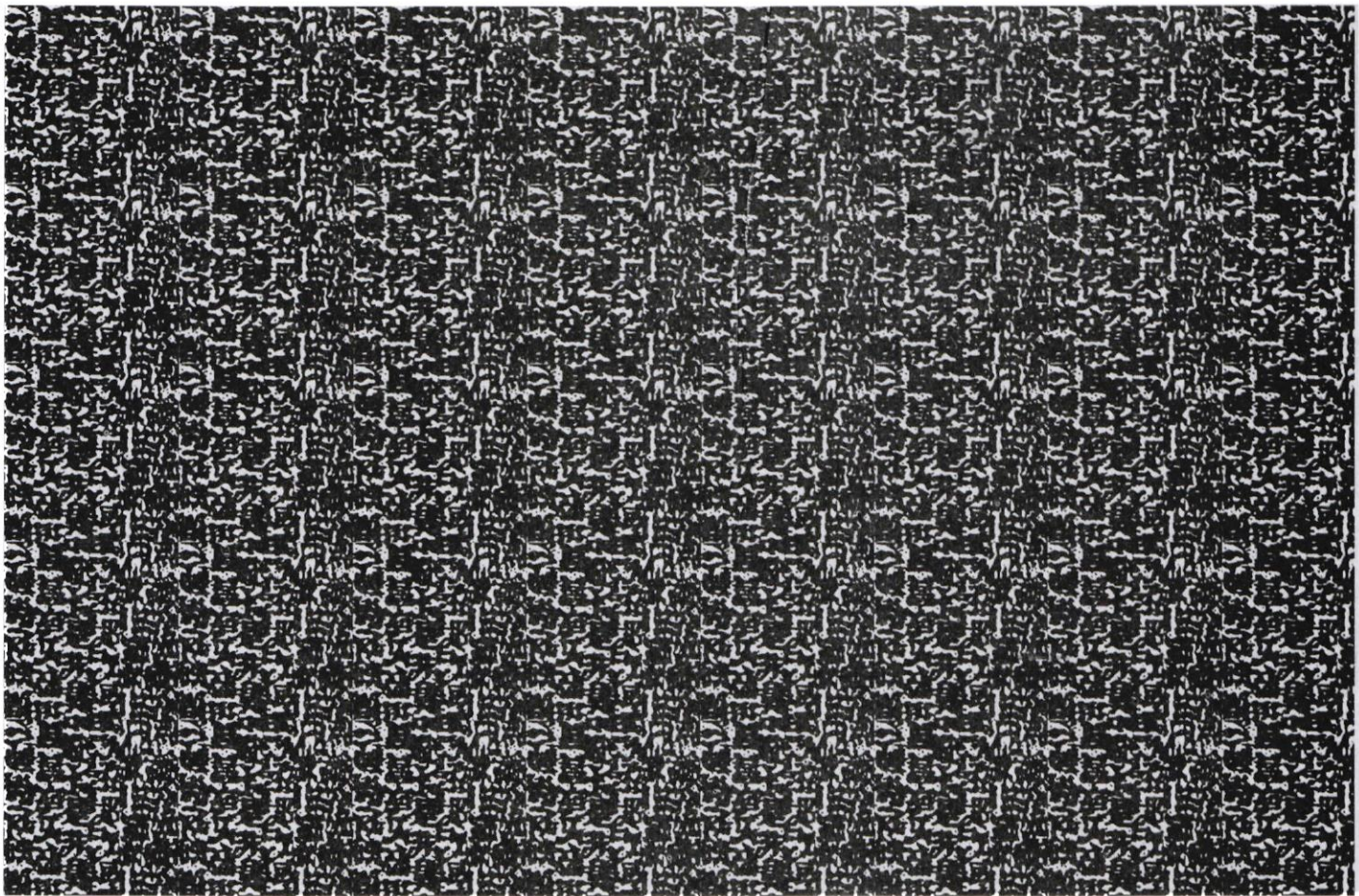
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Riverside County Clerk of the Board  
County Administrative Center  
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107050034  
CORONA LA LINDA ASSOC  
320 N PARK VISTA ST  
ANAHEIM CA 92806

2024 AUG 12 AM 10:37

CLERK OF SUPERIOR COURT  
COUNTY OF RIVERSIDE, CALIFORNIA

NIXIE 011 DE 1200 0000/07/24

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INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

IA  
FGKOSMB 92806  
92502>1147

BC: 92502114747 \*2252-01164-07-18



C

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT**

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Dated: August 1, 2024

Kimberly A. Rector, Clerk of the Board

By: Cindy Fernandez, Clerk of the Board Assistant

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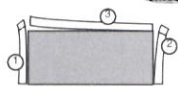
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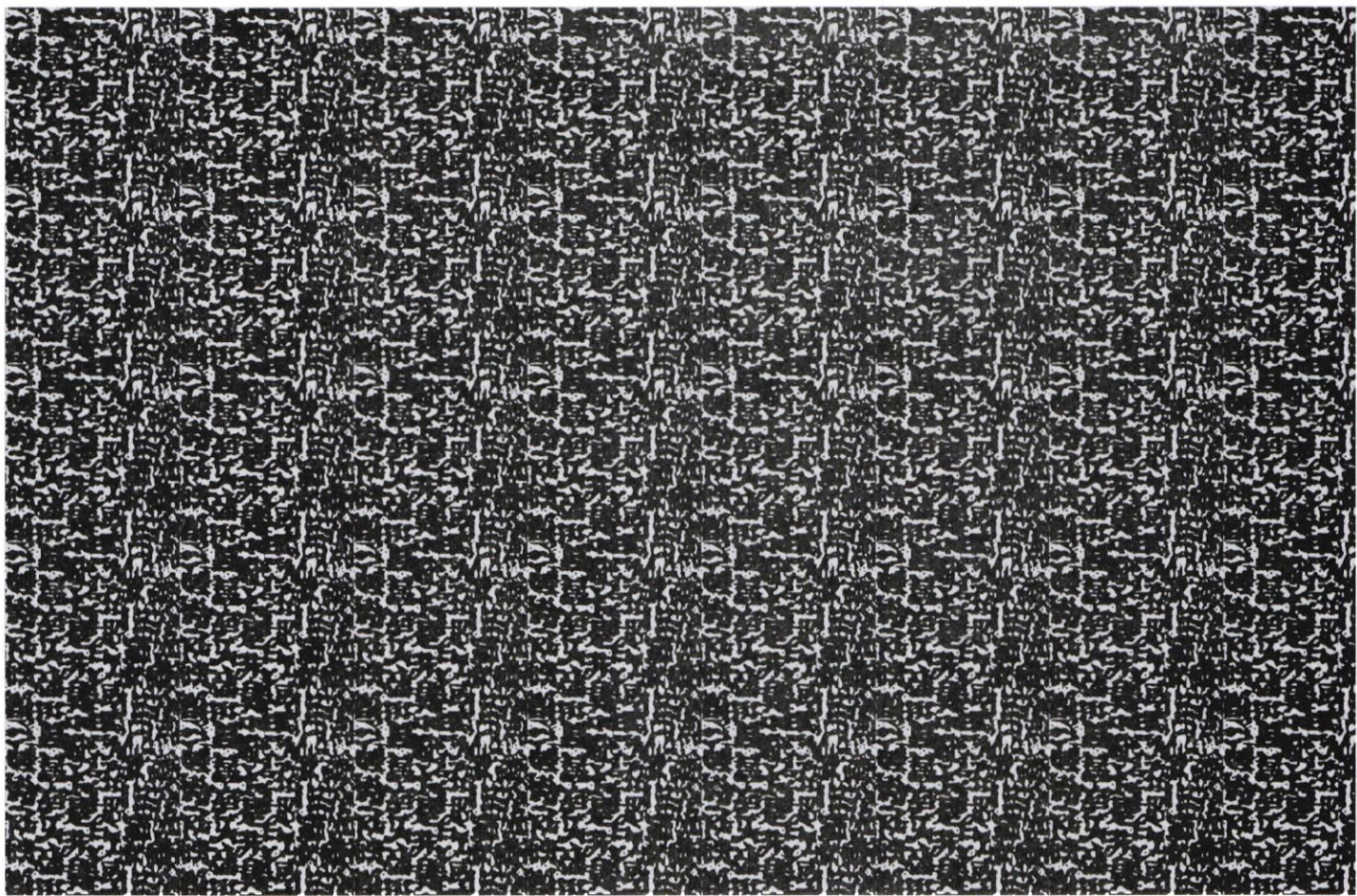
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CLERK OF THE BOARD

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115251004  
FILBERTO NUNEZ  
3957 NEECE ST  
CORONA CA 92879

NIXTE 011 FE 1260 0000/08/24  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 92502114747 \*2252-01136-08-21  
FGKOSMB 92879  
925021147

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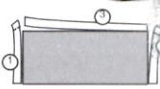
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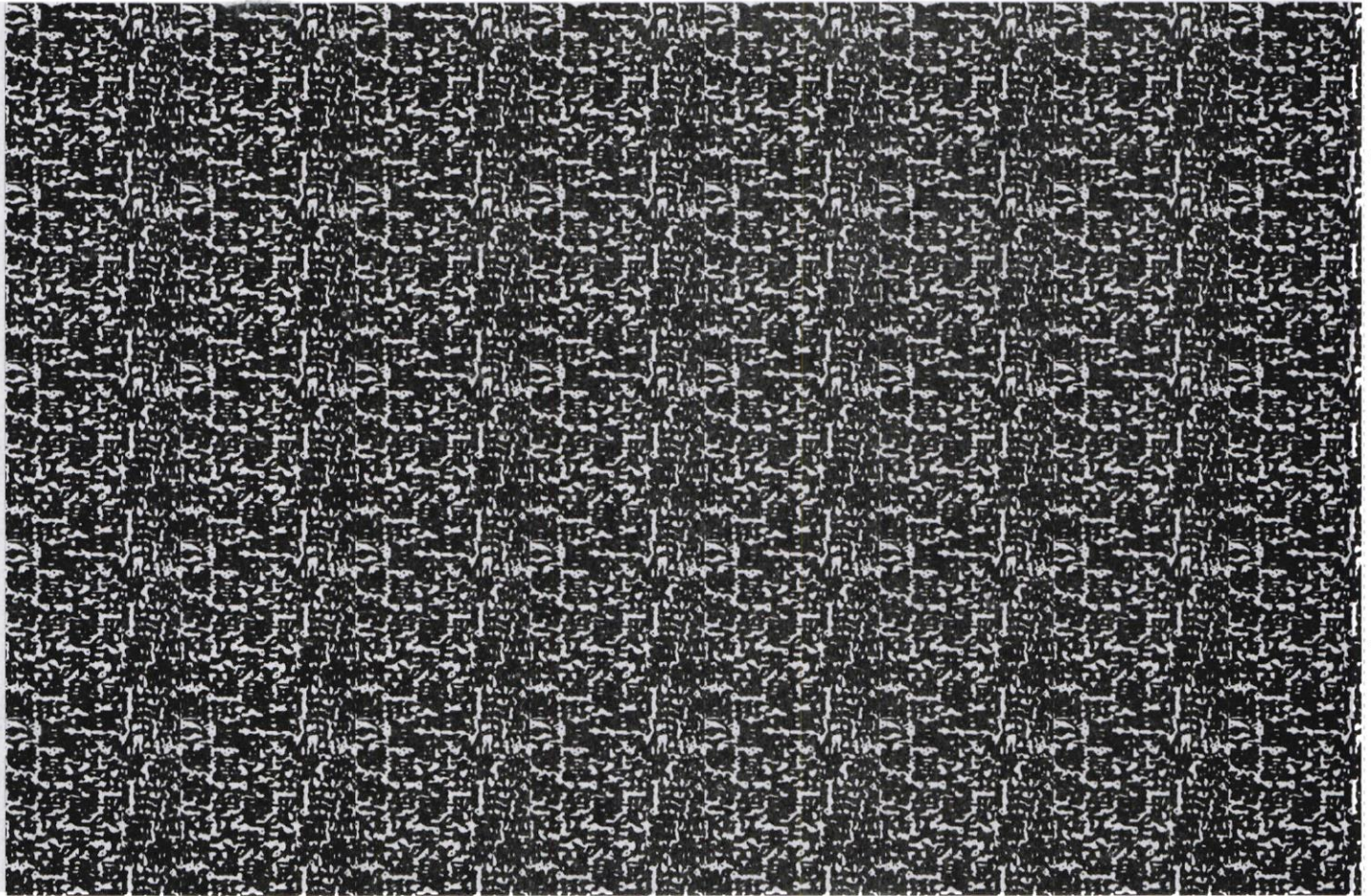
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115222005  
JACKSON L. WOODS  
4095 MOODY ST  
CORONA CA 92879

2024 AUG 12 AM 10:37  
for Jackson L. Woods Property

910 AE 1260N C0008/08/24  
UNABLE TO FORWARD/FOR REVIEW  
\*\*C042\*\*  
BC: 92502114747 DU \*1052-04878-06-19

FWB  
FGK05195721749



**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT**

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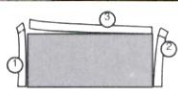
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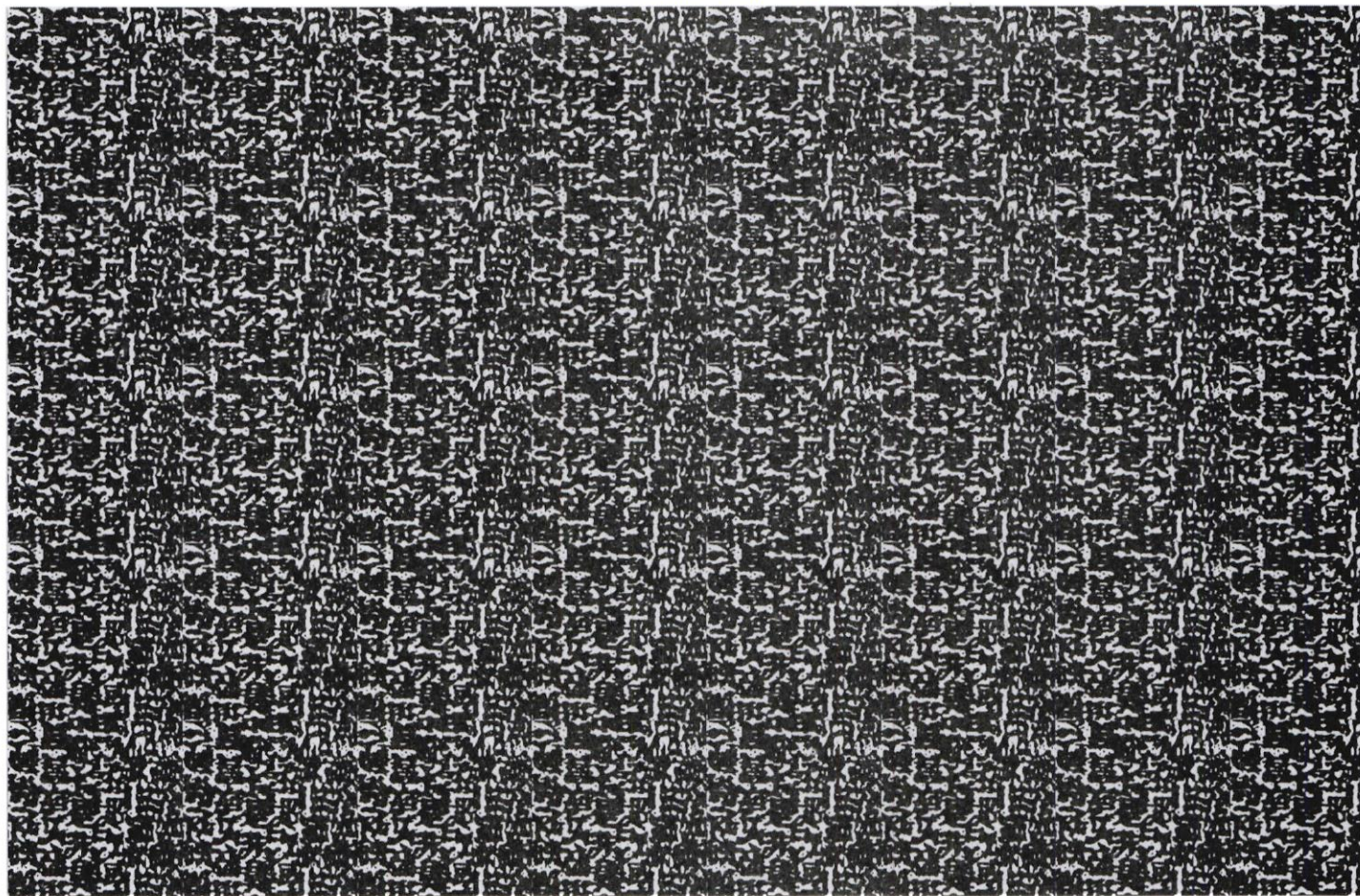
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115242033  
NIELS T. SORENSEN  
4545 ALLSTATE DR  
RIVERSIDE CA 92501

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BC: 92502114747 \*2152-05028-07-30

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**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, SECOND SUPERVISORIAL DISTRICT**

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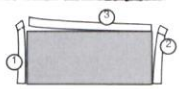
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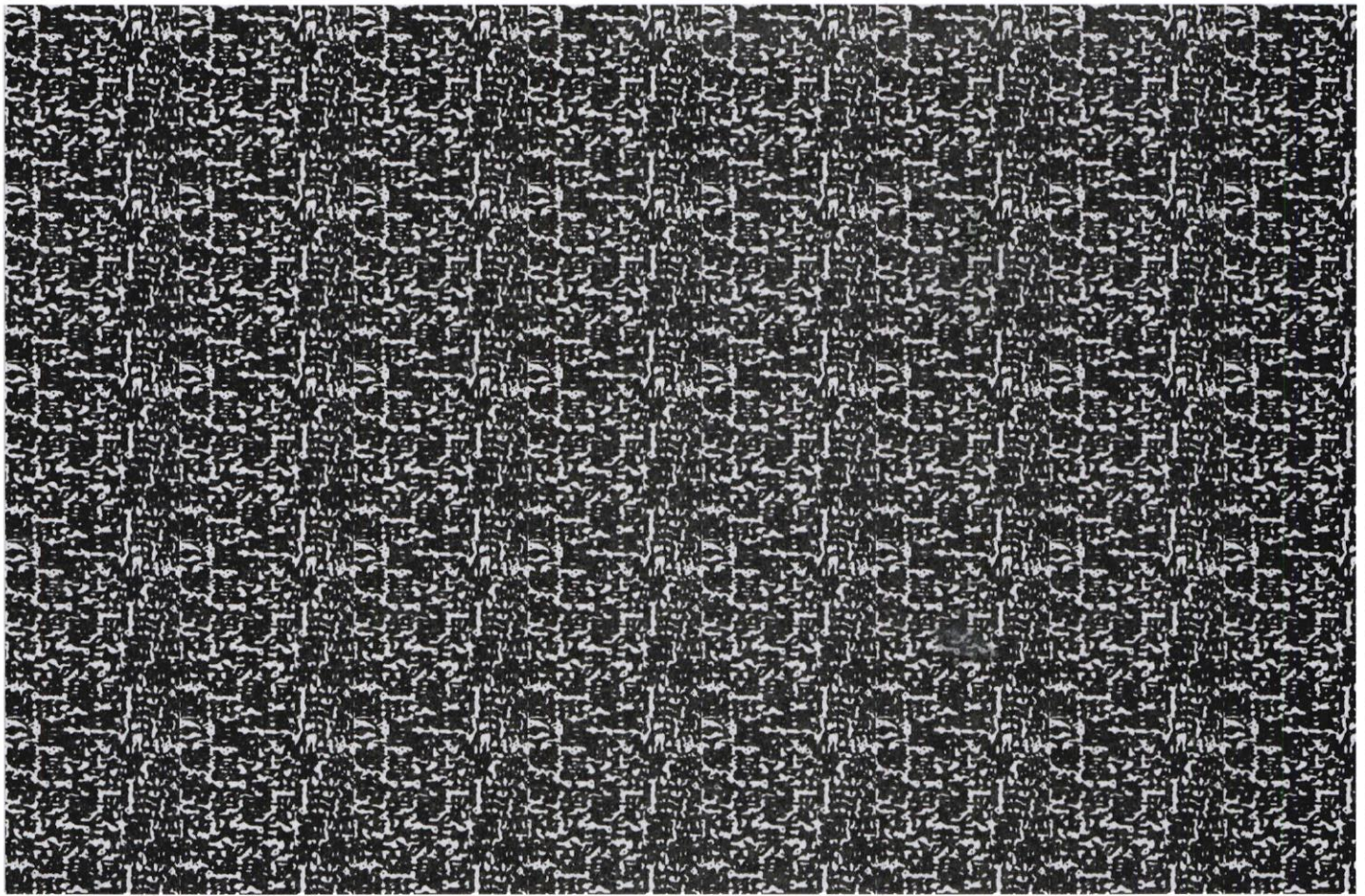
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0000348270 AUG 02 2024

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2024 AUG 12 PM 10:37

Diego Palomares  
3833 S. Temescal St.  
Corona, CA 92879

NIXIE 011 FE 1250 0008/08/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92502114747 \*2252-01140-08-21

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FGKOSMB 92879>1147



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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: August 1, 2024

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

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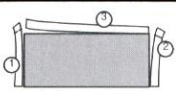
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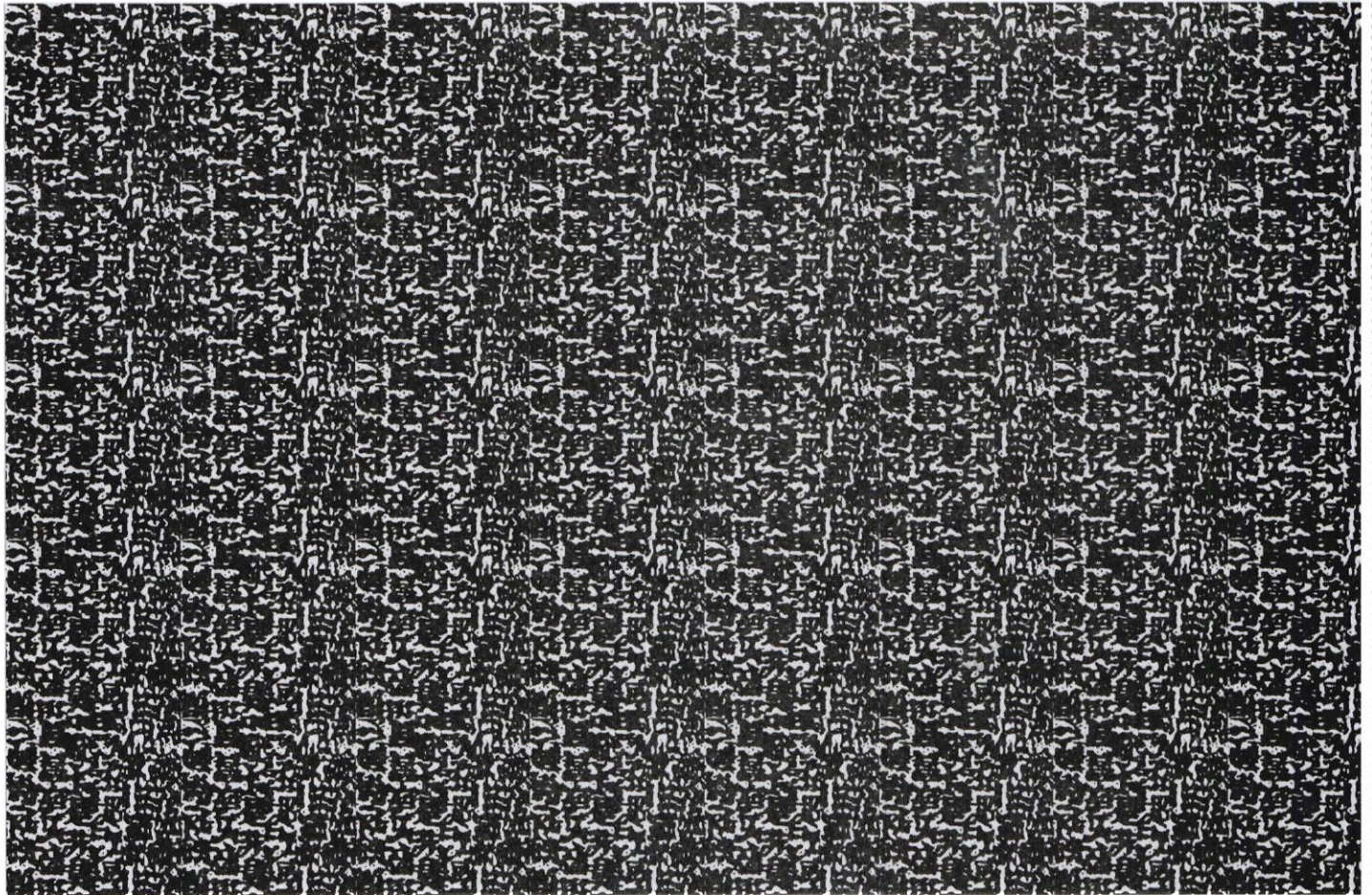
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Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

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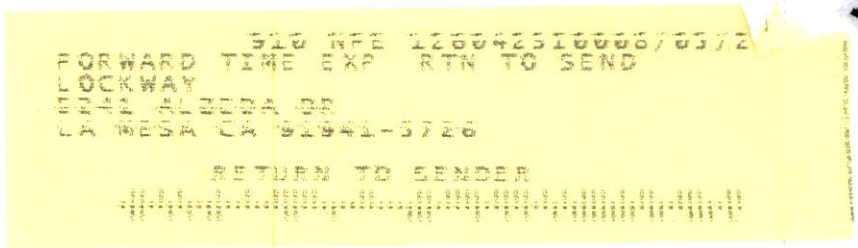
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JANET L. LOCKWAY  
43460 CHAPELTON DR  
BERMUDA DUNES CA 92203

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**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON DEVELOPMENT AGREEMENT AMENDMENT AND CONDITIONAL USE PERMIT, 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 27, 2024 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation to approve **Development Agreement No. 1900018, Amendment No. 1 to Conditional Use Permit No. 190029**. DA1900018 Amendment No. 1 would add 3833 Temescal, LLC to the development agreement. The applicant purchased 3833 Temescal, LLC which owns the permit (CUP1900029) and the development agreement (DA1900018). Both, CUP1900029 and DA1900018 are now under 3833 Temescal, LLC and The Artist Tree, IV, LLC all under same ownership. APNs: 115-241-011, 115-241-012, 115-241-030. This proposed project is located : north of Magnolia Ave., east of Temescal St., and west of Moody St in the Second Supervisorial District.

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.

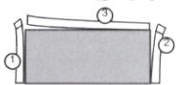
If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Department or Board of Supervisors at, or prior to, the public hearing. Be advised that as 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.

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: August 1, 2024

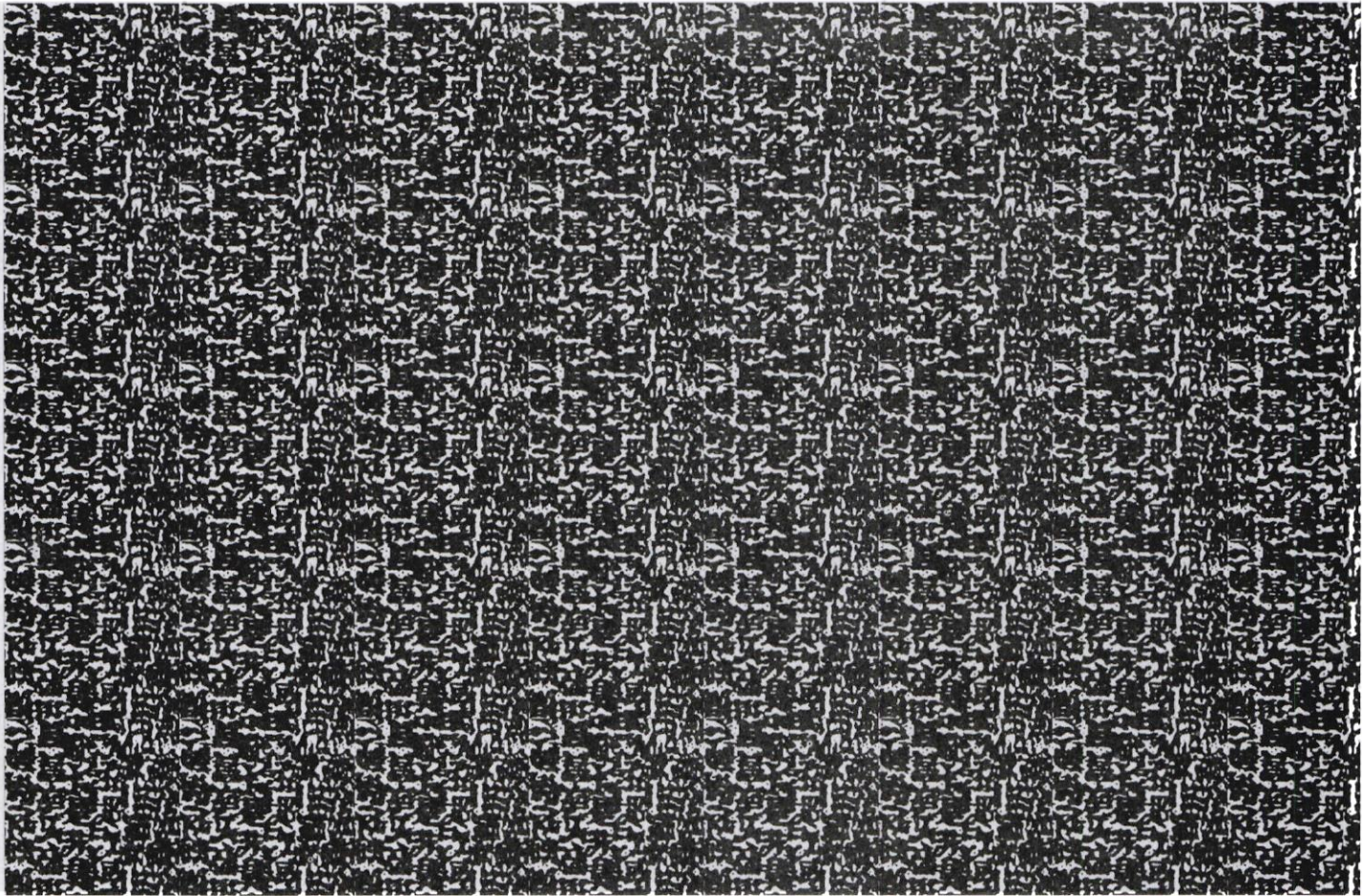
Kimberly A. Rector, Clerk of the Board  
By: Cindy Fernandez, Clerk of the Board Assistant



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County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
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JIMMY Q. PFISTER  
P O BOX 53  
ANGELUS OAKS CA 92305

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AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 1900018

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

3833 TEMESCAL, LLC

THE ARTIST TREE, IV, LLC

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AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 19000018

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”):

3833 Temescal, LLC  
The Artist Tree, IV, 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. 190029) 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. 190029.

(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:

The Artist Tree, IV, LLC & 3833 Temescal, LLC  
310 Third Avenue, Suite C-6  
Chula Vista, CA 91910

(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.

(c) 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 30<sup>th</sup>.

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 6%. 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 6% annual increase.

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

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

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

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

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

Should the Property be included within such a special assessment district, community facilities district or other financing entity, the following provisions shall be applicable:

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

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

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

## 6. REVIEW FOR COMPLIANCE.

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

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

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 190029 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. 190029 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 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

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 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: \_\_\_\_\_

Chuck Washington  
Chair, Board of Supervisors

ATTEST:

KIMBERLY RECTOR  
Clerk of the Board

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

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: ACG 7-23-24  
AARON C. GETTIS DATE

OWNER:

3833 Temescal, LLC, a California Limited Liability Company

Dated: 6/6/2024

By:   
\_\_\_\_\_  
Diego Palomera  
Managing Member

The Artist Tree IV, LLC, a California Limited Liability Company

Dated: 6/6/2024

By:   
\_\_\_\_\_  
Diego Palomera  
Manager

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

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of San Diego }

On June 16, 2024 before me, Valerie Dominguez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Diego Palomera  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

EXHIBIT "A"

Amendment No. 1 to Development Agreement No. 1900018

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 11, 12 AND 13 IN BLOCK "P" OF RIVERSIDE VALLEY HOME GARDENS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM LOT 13 THE SOUTHEASTERLY PORTION THEREOF GRANTED TO THE COUNTY OF RIVERSIDE FOR ROAD PURPOSES BY DEED RECORDED JANUARY 9, 1929, IN BOOK 793, PAGE 501 OF DEEDS, RIVERSIDE COUNTY RECORDS.

APN: 115-241-011 (LOT 11); 115-241-012 (LOT 12); 115-241-030 (LOT 13)

EXHIBIT "B"

Amendment No. 1 to Development Agreement No. 1900018

MAP OF PROPERTY AND ITS LOCATION

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

**RIVERSIDE COUNTY PLANNING DEPARTMENT  
CUP190029  
VICINITY/POLICY AREAS**

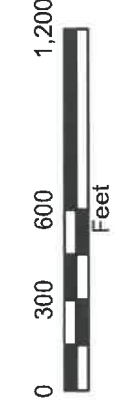
Supervisor: Spiegel  
District 2

Date Drawn: 05/06/2020  
Vicinity Map



Zoning Dist: East Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2020, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may involve different types of land use than is provided in the current General Plan. This vicinity map was prepared by Riverside County Planning Department offices in Riverside at 951.955.3280 (Western County) or in Palm Desert at 760.965.0277 (Eastern County) on Website: <http://www.riverside.ca.gov>

EXHIBIT "C"

Amendment No. 1 to Development Agreement No. 1900018

EXISTING DEVELOPMENT APPROVALS

DEVELOPMENT APPROVALS  
Conditional Use Permit No. 190029

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"

Amendment No. 1 to Development Agreement No. 1900018

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. 673.7
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. 927.2
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"

Amendment No. 1 to Development Agreement No. 1900018

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190029 permits a storefront retail cannabis business within the existing 2,500 square foot building.



## EXHIBIT "F"

Amendment No. 1 to Development Agreement No. 1900018

### APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190029 includes an existing building totaling 2,500 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$40,000.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Amendment No. 1 to Development Agreement No. 1900018

CANNABIS AREA CALCULATION EXHIBIT

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



## EXHIBIT "H"

Amendment No. 1 to Development Agreement No. 1900018

### COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$50,000.00 with an annual increase of 6% for the remaining term of Development Agreement No. 1900018. 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 190055, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

1 ORDINANCE NO. 664.108

2 AN ORDINANCE OF THE COUNTY OF RIVERSIDE

3 APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 1900018

4

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

6 Section 1. Pursuant to Government Code Section 65867.5, Amendment No. 1 to  
7 Development Agreement No. 19000018, a copy of which is on file with the Clerk of the Board of  
8 Supervisors and incorporated herein by reference, is hereby approved.

9 Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute  
10 said Amendment No. 1 to Development Agreement on behalf of the County of Riverside within ten (10)  
11 days after the Effective Date of this ordinance, provided that all owners listed in Amendment No. 1 to  
12 Development Agreement No. 19000018 have executed said Development Agreement within thirty (30)  
13 days after adoption of this ordinance.

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

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

18 By: \_\_\_\_\_  
Chairman, Board of Supervisors

19 ATTEST:  
20 KIMBERLY RECTOR  
Clerk of the Board

21  
22 By: \_\_\_\_\_

23  
24 (SEAL)

25 APPROVED AS TO FORM  
26 July 23, 2024

27  
28 By:  \_\_\_\_\_  
AARON C. GETTIS  
Chief Deputy County Counsel





**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

**Agenda Item No.**

4.7

**Planning Commission Hearing: June 3, 2020**

**PROPOSED PROJECT**

**Case Number(s):** CUP190029, DA1900018

**CEQA Exempt** Section 5303(c)

**Area Plan:** Temescal Canyon

**Zoning Area/District:** East Corona District

**Supervisory District:** Second District

**Project Planner:** Rob Gonzalez

**Project APN(s):** 115-241-011, 115-241-012, 115-241-030

**Applicant(s):** The Artist Tree,

Mitch Kahan

**Representative(s):** MSA Consulting

Christopher Brizuela, Engineer

  
Charissa Leach, P.E.

Assistant TLMA Director

**PROJECT DESCRIPTION AND LOCATION**

**Conditional Use Permit No. 190029 (CUP190029)** is a proposal for a new 2,500 square foot building as a storefront for a retail cannabis business with off-street parking and landscaping improvements on 0.57 acres.

**Development Agreement No. 1900018 (DA1900018).** The associated DA No. 1900018 has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of DA No. 1900018 and CUP No. 190029 and will provide community benefits to the Temescal Canyon Area.

The above-mentioned entitlements shall be referred to as the "Project".

The Project site is located north of Magnolia Avenue, east Temescal Street, and west of Moody Street.

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

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

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

**TENTATIVELY APPROVE** **Development Agreement No. 1900018 (DA1900018)**, 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. 190029 (CUP190029)**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement.

**PROJECT DATA**

**Land Use and Zoning:**

Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Policy / Overlay Area:	Home Gardens Town Center (MUAO) Magnolia Avenue Northwest Neighborhood [Neighborhood 1]
Surrounding General Plan Land Uses	
North:	Community Development: Commercial Retail (CR)
East:	Community Development: Commercial Retail (CR), Community Development Medium Density Residential (CD:MDR)
South:	Open Space: Conservation (OS:C)
West:	Community Development: High Density Residential (CD:HDR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	General Commercial (C-1/C-P)
East:	General Commercial (C-1/C-P), One-Family Dwelling (R-1)
South:	Rural Residential (R-R)
West:	General Commercial (C-1/C-P)
Existing Use:	Single Family Residence And Vacant Land
Surrounding Uses	
North:	Single Family Residences
East:	Automotive Repair Shop, Vacant Lot
South:	Vacant Lot
West:	Vacant Land, Single Family Residences

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min. /Max. Development Standard</i>
Project Site (Acres):	0.57 Acres	N/A
Existing Building Area (SQFT):	936	N/A
Proposed Building Area (SQFT):	2,500	N/A
Building Height (FT):	20	50
Proposed Landscape Area:	8,936 sq. ft.	N/A

**Parking:**

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Retail Cannabis	2,500 sq. ft.	1 space/ 200 sq. ft. of gross floor area	13	21
<b>TOTAL:</b>			<b>13</b>	<b>21</b>

**Located Within:**

City's Sphere of Influence:	City of Corona
Community Service Area ("CSA"):	Yes - CSA 52 *
Special Flood Hazard Zone:	No – Outside of Flood Plain Zone
Agricultural Preserve:	No – Not In An Agricultural Preserve
Liquefaction Area:	Yes – Very High Potential
Subsidence Area:	Yes – Susceptible
Fault Zone:	No – Not In A Fault Zone
Fire Zone:	No – Not In A Fire Hazard Zone
Mount Palomar Observatory Lighting Zone:	No - Not In A Palomar Observatory Zone
WRCMSHCP Criteria Cell:	No - Not In A Cell Group
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No - Not In The SKR Fee Area
Airport Influence Area ("AIA"):	No - Not In An Airport Influence Area

**PROJECT LOCATION MAP**



Figure 1: Project Location Map

## PROJECT BACKGROUND AND ANALYSIS

### **Background:**

On October 23, 2018, the Board of Supervisors adopted Ordinance No. 348.4898 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 were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package ranking 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 cultivation applications, and 19 cannabis retail applications began the land use review process.

The project was assigned a RFP Cannabis File No. CAN190055. Pursuant to the Board of Supervisors approved ranking list, this application was ranked number 3 and as a result, the applicant may proceed forward to the Conditional Use Permit ("CUP") process.

### **Project Details:**

The project proposes a 2,500 square foot commercial retail building on the southerly portion of the parcel. The project includes twenty-one (21) off-street parking spaces which consists of seventeen (17) standard parking spaces, two (2) accessible parking spaces, and two (2) electric vehicle spaces. Exceeding the off-street parking requirement for retail cannabis at 1 stall per 200 square-feet. The site also includes a trash

enclosure located on the northerly lot line of the property. Landscaping and internal walkways are proposed throughout the site. The property is accessed from Temescal Street.

The retail cannabis facility will utilize an adult and medical cannabis license. The project will operate between the hours of 6AM-10PM daily in accordance with County of Riverside Ordinance No. 348 Section 19.505 (I). In addition, the project will employ a total of nineteen (19) people across all shifts, eight (8) employees will be on site at any one-time including security personnel. No commercial trucks will be used for operations of the facility. Cannabis deliveries will come in unmarked cars or vans. For deliveries, the facility will park up to 2 delivery vehicles overnight.

**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, accommodating a range of life styles, living and working conditions, and accommodate diverse community settings.

The Commercial Retail (CR) land use designation allows for the development of commercial retail uses at a neighborhood, community and regional level, as well as for professional office and tourist-oriented commercial uses.

The project site is located within Home Gardens Town Center Mixed-Use Area (MUA) Overlay which establishes policies for four overlay areas. The project site is within the Magnolia Avenue Northwest Neighborhood [Neighborhood 1] area which is currently developed primarily for retail commercial and residential uses. Twenty-five percent of this neighborhood will be permitted to be developed as Highest Density Residential (HHDR). Many businesses are located within convenient walking distance within and near this neighborhood. Policy TCAP 7.2 of the overlay states that the area may be developed solely in accordance with the underlying land use designation of Commercial Retail, or may contain 25% HHDR development in addition to Commercial Retail development. The proposed project is compatible with this provision since it is a retail service that is in accordance with the underlying land use designation of Commercial Retail.

The General Plan Foundation and Land Use Designation of CD: CR and the property's underlying zoning classification of C-1/C-P are highly consistent. The proposed project is consistent as it proposes a retail service that fosters variety and choice, accommodating a range of life styles.

**Zoning Consistency:**

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

The project site includes a proposed landscape plan in accordance with the County of Riverside Ordinance No. 348 and Ordinance No. 859.

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

DA1900018 and CUP 190029 was submitted on October 9, 2019. The applicant has submitted this CUP application to obtain the entitlements required to establish a new cannabis retail business on the property.

## **ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS**

This project is 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 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. Since the project proposes a small commercial building with 2,500 square feet on the property, and since no hazardous substances are proposed to be kept on site, the project qualifies for a categorical exemption, therefore no additional environmental review is required.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. Although the project site is located within an area susceptible to subsidence and Very High Potential of liquefaction, it is not considered an unusual circumstance. 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 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 a 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 life styles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The 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.

2. The site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan, including the applicable Foundation Component and Land Use Designation, 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 retail businesses such as a tire shop to the east, and vacant commercially zoned properties to the west and south of the property. There are residential properties located to east and north of the project site. The proposed retail establishment is setback 114'-5" feet from the nearest residentially zoned property line to buffer from the impacts of the proposed commercial building. Section 19.519.B.1 of Ordinance No. 348 requires a minimum 40 foot setback from residentially zoned lot lines. The project's proposed use is compatible with the surrounding uses because the cannabis retail store is consistent with the commercial activity of the surrounding businesses.

**Conditional Use Permit Findings:**

1. The proposed project has received departmental approvals and has been designed and conditioned to ensure that the project is not detrimental to the health, safety, or general welfare of the community. 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 encourage suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail store front, would provide community services and job opportunities within the surrounding community. Additionally, as demonstrated below, the project complies with the development standards of C-1/C-P. The proposed project is located adjacent to and nearby residential uses and has been designed to distance the building from such uses and operation of the facility pursuant to Ordinance No. 348 requirements. Additionally, the project has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Therefore, 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.
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 proposed building is a single building on a single parcel, so this situation does not exist for this project. However, the project in whole is located on multiple parcels, which will be required to be merged prior to building permit issuance as required by the conditions of approval for the 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, include commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning 6, Planning 9, Planning 14 and 15 and other requirements of the Advisory Notification Documents address odor, hours of operation, security and the other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, a standard condition of approval or requirement of the advisory notification document (Planning 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Producers, 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 from 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 the implementation of these required measures, security concerns relating to the Commercial Cannabis Activity have been 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. This is met because a radius map buffering 1,000 feet from the subject site was prepared by the 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 Cannabis Retailer because at the time of this report no other cannabis related facilities have been approved by the County of Riverside in the area.
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 500 feet of the site.
4. The project is located on a lot currently containing a residential dwelling unit. However, this residential dwelling unit will be removed with the development of the project and will not exist upon operation of the proposed project. A condition of approval has been applied to this project requiring the demolition of the existing residential structure prior to the issuance of a grading permit (General Planning - Demolition of Existing Residential Structure).
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. However, there are multiple parcels that currently exist though on the Project site that will be merged into one parcel, which the project is conditioned to complete prior to grading permit issuance. The parcel merger ensures that all required site improvements are located within the same lot.
  - 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 a specific plan has been adopted in which case it will be measured from the specific plan street line. 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 of the line or from an existing adjacent street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The proposed retail building is located approximately 114'-5" from the nearest residentially zoned One-Family Dwelling (R-1) zone property line. Additionally, the proposed project is approximately 88 feet from the nearest Rural Residential (R-R) zone which is separated by Magnolia Boulevard. The project proposes a new building with a maximum height of 20 feet. Therefore, the project meets this standard.
  - c. No building or structure shall exceed fifty (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 seventy-five (75') feet in height, unless a variance is approved pursuant to Ordinance No. 348 Section 18.27. The project proposes a new building with a maximum height of 20 feet. 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 13 parking spaces and has proposed 21 parking spaces.
  - e. All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet. The project meets these requirements because roof mounted equipment is screened by a parapet.

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 - 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 verify consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval - 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 verify consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Conditions of Approval - 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 verify consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. (Conditions of Approval - 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. 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. (Conditions of Approval No. 28 Planning - General - O. Permit and License Posting, Conditions of Approval No. 23 Planning – General – K Monitoring Program)
4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**Other Findings:**

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

**Fire Findings:**

The project site is not located within a Cal Fire State Responsibility Area (“SRA”). Conditions of approval were placed on CUP No. 190029 requiring compliance with Ordinance No. 787. The project has been conditioned for fire and life safety. 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 the building plan submittal. Additionally, prior to building permit issuance, the applicant is required to provide a business plan with a complete scope of work indicating any storage, hazardous materials or manufacturing that may be conducted on site. In addition, the applicant is required to note proposed business hours, the use of any delayed egress/ ingress systems and if open flame devices will be on site.

**Development Agreement:**

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

**Approval Requirements and Conclusion:**

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

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

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

**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP190029**  
**VICINITY/POLICY AREAS**

Supervisor: Spiegel  
District 2

Date Drawn: 05/06/2020  
Vicinity Map



Author: Vinnie Nguyen

Zoning Dist: East Corona

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County. The new designations are effective for all areas within the County. 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) 633-8277 (Eastern County) or Website <http://www.riverside.ca.gov>

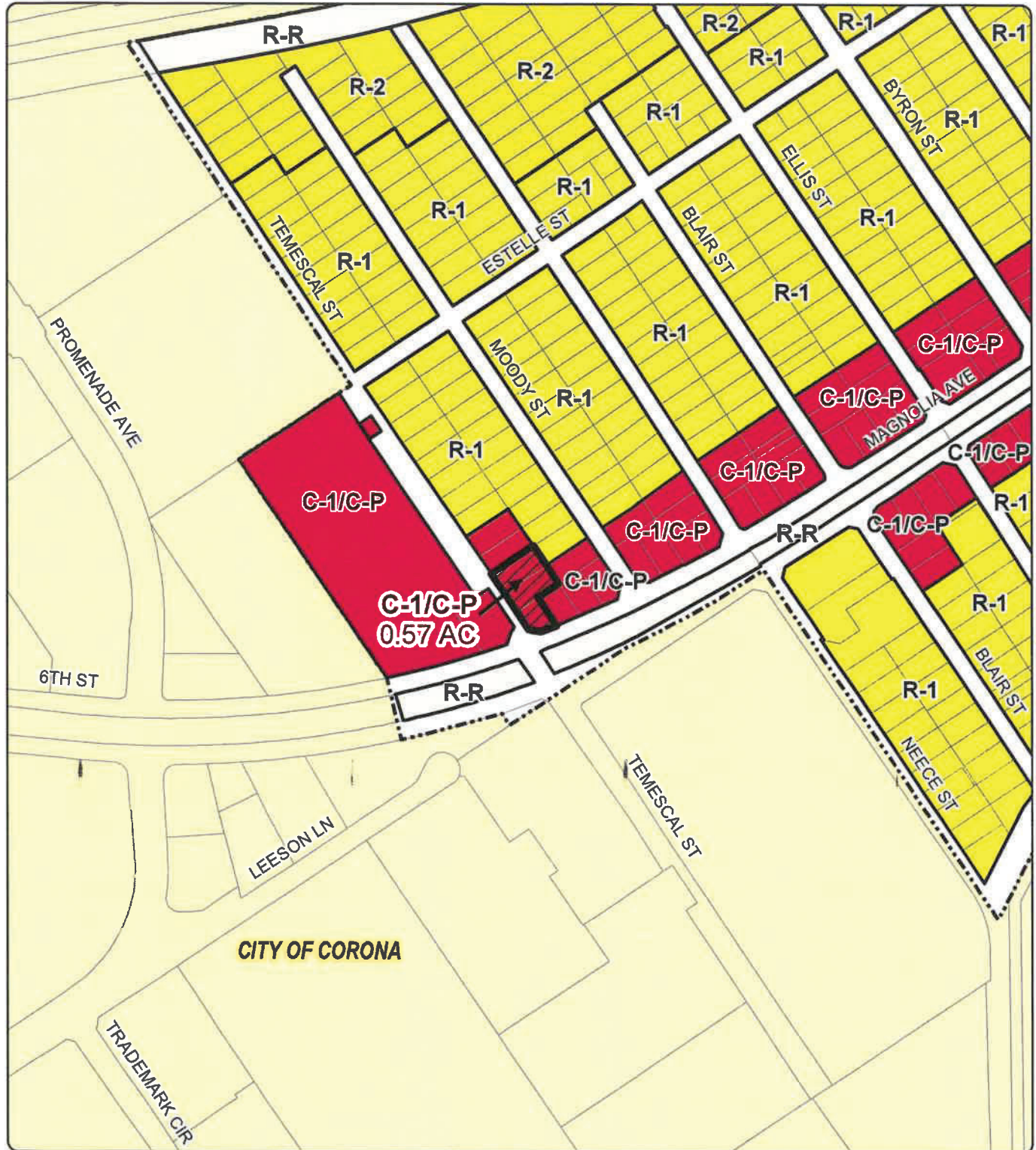
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190029

EXISTING ZONING

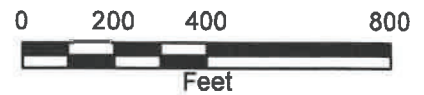
Supervisor: Spiegel  
District 2

Date Drawn: 05/06/2020  
Exhibit 2



Zoning Dist: East Corona

Author: Vinnie Nguyen



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

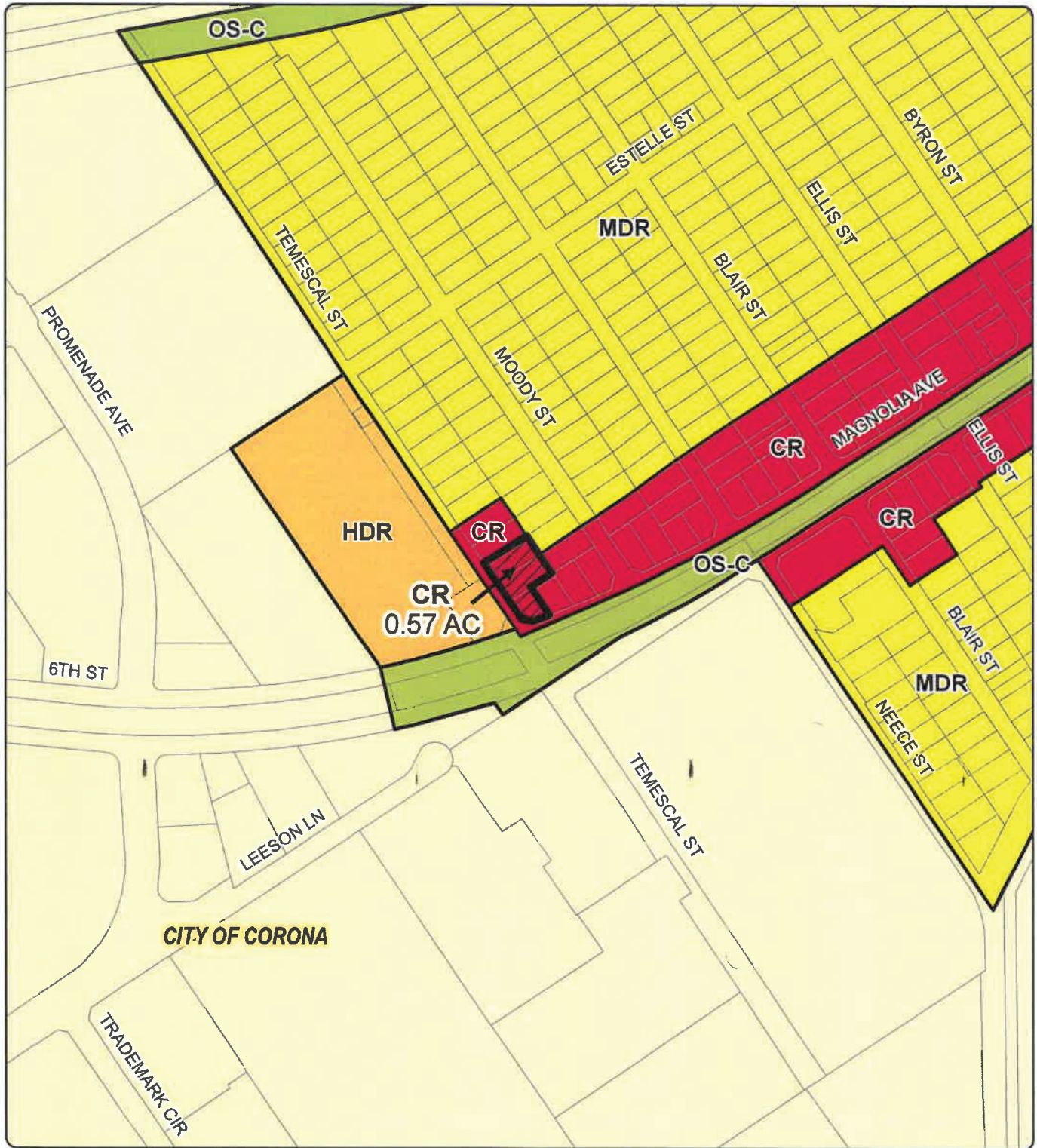
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190029

EXISTING GENERAL PLAN

Supervisor: Spiegel  
District 2

Date Drawn: 05/06/2020  
Exhibit 5



Zoning Dist: East Corona

Author: Vinnie Nguyen



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# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CUP190029

### LAND USE

Supervisor: Spiegel  
District 2

Date Drawn: 05/06/2020  
Exhibit 1



Zoning Dist: East Corona

Author: Vinnie Nguyen



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RCIT-GIS



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: November 14, 2019

TO:

Riv. Co. Transportation Dept.  
Riv. Co. Environmental Health Dept.  
Riverside County Flood Control  
Riv. Co. Fire Department (Riv. Office)  
Riv. Co. Building & Safety – Grading  
Riv. Co. Building & Safety – Plan Check  
Riv. Co. Regional Parks & Open Space

P.D. Environmental Programs Division  
P.D. Geology Section  
Riv. Co. Trans. Dept. – Landscape Section  
P.D. Archaeology Section  
Riv. Co. Surveyor  
Riv. Co. Information Technology  
Riv. Co. Sheriff’s Dept.

Riv. Co. Waste Resources Management Dept.  
Board of Supervisors - Supervisor: Karen Spiegel  
Planning Commissioner: Aaron Hake  
City of Riverside Sphere of Influence

**DEVELOPMENT AGREEMENT NO. 1900018, and CONDITIONAL USE PERMIT NO. 190029 -**  
Applicant: The Artist Tree IVA LLC – Engineer/Representative: MSA Consulting c/o Chris Brizula - Second Supervisorial District – East Corona Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD: CR) – Location: North of Magnolia Ave, South of Etelle Street, East of Temescal St, and West of Moody St – 0.57 Net Acres - Zoning: Existing: General Commercial (C-1/C-P) - **REQUEST:** Development Agreement No. 1900018 (DA1900018) would impose a lifespan on the proposed cannabis project and provide community benefit to the East Corona Area. Conditional Use Permit No. 190029 (CUP190029) proposes to construct a 2,500 square foot building as a storefront for a retail cannabis business with supporting site and landscaping improvements. The Project consists of three contiguous parcels. – APN: 115-241-030, 011, 012 – Related Cases: RFP-CAN190055 – **BBID: 509-905-781**

**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 Management 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 November 21, 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.

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*

Any questions regarding this project, should be directed to Travis Engelking, Project Planner at (951) 955-1417, or e-mail at [tengelki@rivco.org](mailto:tengelki@rivco.org) / MAILSTOP #: 1070

Public Hearing Path: Administrative Action:  DH:  PC:  BOS:

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.*

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50. Prior To Map Recordation

Survey

050 - Survey. 1                      RCTD-MAP-WQ - WQMP ACCESS AND MAINT                      Not Satisfied

Prior to map recordation, the Project shall ensure that BMP facilities are placed in dedicated easements and that sufficient legal access to the BMPs are provided for the WQMP. This requirement applies to both onsite and offsite property. In addition, a BMP Maintenance Agreement shall be recorded against the property.

60. Prior To Grading Permit Issuance

BS-Grade

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

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

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

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

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

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

060 - BS-Grade. 3                      IMPROVEMENT SECURITIES                      Not Satisfied

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

Planning

060 - Planning. 1                      Parcel Merger                      Not Satisfied

Prior to grading permit issuance the applicant, in accordance with Ordinance No. 460, shall obtain an approved Parcel Merger establishing the whole site as one parcel. Documentation showing the recordation of the Parcel Merger shall be submitted to the Planning Department prior to the issuance of the grading permit for CUP190029. The proposed parcel shall comply with all applicable development standards for the parcel's zone classification as provided in Ordinance No. 348.

Planning-PAL

060 - Planning-PAL. 1                      PRIMP                      Not Satisfied

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

PRIOR TO ISSUANCE OF GRADING PERMITS:

1. The applicant shall retain a qualified paleontologist approved by the County to create and

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## 60. Prior To Grading Permit Issuance

### Planning-PAL

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

implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

2. The project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the County Geologist for approval prior to issuance of a Grading Permit. Information to be contained in the PRIMP, at a minimum and in addition to other industry standards and Society of Vertebrate Paleontology standards, are as follows:

1. A corresponding County Grading Permit (BGR) Number must be included in the title of the report. PRIMP reports submitted without a BGR number in the title will not be reviewed.
2. Description of the proposed site and planned grading operations.
3. Description of the level of monitoring required for all earth-moving activities in the project area.
4. Identification and qualifications of the qualified paleontological monitor to be employed for grading operations monitoring.
5. Identification of personnel with authority and responsibility to temporarily halt or divert grading equipment to allow for recovery of large specimens.
6. Direction for any fossil discoveries to be immediately reported to the property owner who in turn will immediately notify the County Geologist of the discovery.
7. Means and methods to be employed by the paleontological monitor to quickly salvage fossils as they are unearthed to avoid construction delays.
8. Sampling of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates.
9. Procedures and protocol for collecting and processing of samples and specimens.
10. Fossil identification and curation procedures to be employed.
11. Identification of the permanent repository to receive any recovered fossil material. \*Pursuant the County "SABER Policy", paleontological fossils found in the County should, by preference, be directed to the Western Science Center in the City of Hemet. A written agreement between the property owner/developer and the repository must be in place prior to site grading.
12. All pertinent exhibits, maps and references.
13. Procedures for reporting of findings.
14. Identification and acknowledgement of the developer for the content of the PRIMP as well as acceptance of financial responsibility for monitoring, reporting and curation fees. The property owner and/or applicant on whose land the paleontological fossils are discovered shall provide appropriate funding for monitoring, reporting, delivery and curating the fossils at the institution where the fossils will be placed, and will provide confirmation to the County that such funding has been paid to the institution.
15. All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (eg. PG), as appropriate. One original signed copy of the report(s) shall be submitted to the County Geologist along with a copy of this condition and the grading plan for appropriate case processing and tracking. These documents should not be submitted to the project Planner, Plan Check staff, Land Use Counter or any other County office. In addition, the applicant shall submit proof of hiring (i.e. copy of executed contract, retainer agreement, etc.) a project paleontologist for the in-grading implementation of the PRIMP.

Safeguard Artifacts Being Excavated in Riverside County (SABER)

Transportation

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60. Prior To Grading Permit Issuance

Transportation

060 - Transportation. 1 RCTD - FILE L&LMD APPLICATION Not Satisfied

File an application with the Transportation Department, L&LMD Section, 8th Floor, 4080 Lemon Street, Riverside, CA, for required annexation.

If you have any questions or for the processing fee amount, please call the L&LMD Section at (951) 955-6748.

060 - Transportation. 2 RCTD - SUBMIT GRADING PLANS Not Satisfied

The project proponent shall submit two sets of grading plans (24x36 inch) 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.

060 - Transportation. 3 RCTD-MAP-WQ - Santa Ana Region - FINAL WQMP REQUIII Not Satisfied

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

80. Prior To Building Permit Issuance

BS-Grade

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

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

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

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

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

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80. Prior To Building Permit Issuance

BS-Grade

080 - BS-Grade. 2                      ROUGH GRADE APPROVAL (cont.)                      Not Satisfied  
Prior to release for building permit, the applicant shall have met all rough grade requirements to obtain Building and Safety Department clearance.

E Health

080 - E Health. 1                      Sewer Will Serve                      Not Satisfied  
A "Will Serve" letter is required from the sewer agency serving the project.

080 - E Health. 2                      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 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. 2                      Prior to permit                      Not Satisfied  
Business Plan Request  
Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours, the use of any delayed egress/ingress systems (limited access passages) and if open flame devices will be on site.

080 - Fire. 3                      Prior to permit                      Not Satisfied  
Prior to Building Permit Issuance  
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)

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80. Prior To Building Permit Issuance

Fire

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

080 - Fire. 4                      Prior to permit                      Not Satisfied

Prior to Building Permit Issuance

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)

Planning

080 - Planning. 1                      CAP Screening Table Measures                      Not Satisfied

Prior to building permit issuance, appropriate building construction measures shall apply to achieve the minimum 100 points on the Riverside County Climate Action Plan Commercial Screening Tables. The conceptual measures anticipated for the project are included as an appendix to the project Addendum. The conceptual measures may be replaced with other measures as listed in the table included with the project Initial Study/Addendum, as long as they are replaced at the same time with other measures that in total achieve a minimum of 100 points on the screening table.

Survey

080 - Survey. 1                      RCTD - SURVEY MONUMENT                      Not Satisfied

1. Prior to construction, if survey monuments including centerline monuments, tie points, property corners and benchmarks found it shall be located and tied out and corner records filed with the County Surveyor pursuant to Section 8771 of the Business & Professions Code. Survey points destroyed during construction shall be reset, and a second corner record filed for those points prior to completion and acceptance of the improvements.

Transportation

080 - Transportation. 1                      080 TRANSPORTATION - Landscape Inspection Deposit Re                      Not 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. 2                      080 TRANSPORTATION - Landscape Plot Plan/Permit Reql                      Not Satisfied



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## 80. Prior To Building Permit Issuance

### Transportation

080 - Transportation. 2      080 TRANSPORTATION - Landscape Plot Plan/Permit Requ    Not Satisfied  
Landscape Plot Plan/Permit Required

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

The developer/ permit holder shall:

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

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

Drawings shall be completed on County standard Transportation Department title block, plan sheet format (24" x 36"), 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" 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,

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## 80. Prior To Building Permit Issuance

### Transportation

080 - Transportation. 2      080 TRANSPORTATION - Landscape Plot Plan/Permit Requi    Not Satisfied  
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. 3      080 TRANSPORTATION - Landscape Project Specific Requi    Not 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:

- 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.
- Project proponent shall design overhead irrigation with a minimum 24" offset from non-permeable surfaces, even if that surface drains into a permeable area.
- Landscaping plans shall incorporate the use of specimen (24" 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.
- Project shall prepare water use calculations as outlined in Ord 859.3.
- Trees shall be hydrozoned separately.
- Irrigation shall be designed using hydrozones by plant water type, irrigation type, and flat/sloped areas.
- 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.
- 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.
- Project shall use County standard details for which the application is available in County Standard Detail Format.
- Monuments, boulders, and fan palms shall be located outside the County Maintained Road Right-of-Way (ROW).
- Restricted plant species noted in MSHCP documents shall not be used if MSHCP areas are adjacent to the project.
- Plant species shall meet ALUC requirements, if applicable.
- 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
- Landscape and irrigation plans must meet erosion control requirements of Ordinance 457.
- Project shall use 50% 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
- 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.



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80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 6 RCTD - LIGHTING PLAN (cont.) Not Satisfied  
be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No. 1000 or No. 1001.

080 - Transportation. 7 RCTD - UTILITY PLAN Not Satisfied  
Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

080 - Transportation. 8 RCTD-MAP-WQ - IMPLEMENT WQMP Not Satisfied  
The Project shall construct BMP facilities described in the approved Final County WQMP prior to the issuance of a building permit to the satisfaction of County Grading Inspection Section. The Project is responsible for performing all activities described in the County WQMP and that copies of the approved Final County WQMP are provided to future owners/occupants.

Waste Resources

080 - Waste Resources. 1 Waste - Recyclables Collection and Loading Area Not Satisfied  
Prior to issuance of a building permit, the applicant shall submit one electronic (1) copy of a Recyclables Collection and Loading Area plot plan to the Riverside County Department of Waste Resources for review and approval 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 (found at <http://www.rcwaste.org/business/planning/design>) and shall show the location of and access to the collection area for recyclable materials, shall demonstrate space allocation for trash and recyclable materials and have the adequate signage indicating the location of each bin in the trash enclosure. The project applicant is advised that clearance of the Recyclables Collection and Loading Area plot plan only satisfies the Waste Resources' conditions for Recyclables Collection and Loading Areas space allocation and other Recyclables Collection and Loading Area Guideline items. Detailed drawings of the Trash Enclosure and its particular construction details, e.g., building materials, location, construction methods etc., should be included as part of the Project plan submittal to the Riverside County Department of Building and Safety.

080 - Waste Resources. 2 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

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80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 2 Waste Recycling Plan (cont.) Not Satisfied  
of C&D recyclable materials. Accurate record keeping (receipts) for recycling of C&D recyclable materials and solid waste disposal must be kept. Arrangements can be made through the franchise hauler.

90. Prior to Building Final Inspection

BS-Grade

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

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

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

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

E Health

090 - E Health. 1 Hazmat Clearance Not Satisfied  
Obtain clearance from the Hazardous Materials Management Division.

Fire

090 - Fire. 1 Prior to final Not Satisfied

Prior to Final

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

Any limited access devices shall be reviewed and accepted by the fire department, prior to final approval.

Transportation

090 - Transportation. 1 090 TRANSPORTATION - Landscape Inspection and Drought Landscape Inspection and Drought Compliance Not Satisfied

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



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90. Prior to Building Final Inspection

Transportation

090 - Transportation. 4            RCTD - PART-WIDTH IMPROVEMENT (cont.)            Not Satisfied

3. Construct a transition AC pavement tapering lane along the north project boundary on Temescal Street per 35 m/h design speed limit.

4. Gate shall be installed 35 foot radial, minimum, from the flowline of Temescal Street.

5. Install 'No street parking' sign along streets associated with development as directed by the Director of Transportation.

6. If it is determined that the existing right-of-way on Temescal Street, opposite the project, cannot accommodate the widening described above, the improvement on that side of centerline shall be limited to resurfacing, if needed, and reconstruction of the AC berm or as approved by the Director of Transportation.

090 - Transportation. 5            RCTD - 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:

- Transportation Uniform Mitigation Fees (TUMF) in accordance with Ordinance No. 824.

090 - Transportation. 6            RCTD - STREETLIGHTS INSTALL            Not Satisfied

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinances 461.

Streetlight annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the developer to ensure that streetlights are energized along the streets associated with this development where the developer is seeking Building Final Inspection (Occupancy).

090 - Transportation. 7            RCTD - UTILITY INSTALL            Not Satisfied

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

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

090 - Transportation. 8            RCTD-MAP-WQ - WQMP COMPLETION            Not Satisfied

Prior to Building Final Inspection, the Project is required to furnish educational materials regarding water quality to future owners/occupants, provide an engineered WQMP certification, inspection of BMPs, GPS location of BMPs, ensure that the requirements for inspection and cleaning the BMPs are

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90. Prior to Building Final Inspection

Transportation

090 - Transportation. 8 RCTD-MAP-WQ - WQMP COMPLETION (cont.) Not Satisfied  
established, and for businesses registering BMPs with the Transportation Department's Business Storm Water Compliance Program Section.

Waste Resources

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

Prior to final inspection, the applicant 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. For more information go to: [www.rcwaste.org/business/planning/applications](http://www.rcwaste.org/business/planning/applications). To obtain Form D, please contact the Recycling Section at 951-486-3200, or email to: [Waste-CompostingRecycling@rivco.org](mailto:Waste-CompostingRecycling@rivco.org).

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

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

090 - Waste Resources. 3 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.



IN THE UNINCORPORATED AREA OF THE COUNTY OF INVERDE, STATE OF CALIFORNIA

# CONDITIONAL USE PERMIT PROPOSED SITE PLAN CUP NO. 190029

EXHIBIT DATE: JANUARY 30, 2020

NO. DATE DESCRIPTION REVISIONS

## DATA TABLE

APPLICANT:	THE ARTIST TREE IV, LLC
ADDRESS:	13222 HEBBY STREET SAN JOSE, CALIFORNIA 95136
CONTACT:	NICK KAMAN
PHONE:	(415) 471-0284
LAND OWNER:	WALD JARAS
ADDRESS:	13222 HEBBY STREET SAN JOSE, CALIFORNIA 95136
PHONE:	(415) 224-8864
EXHIBIT PREPARED BY:	MSA CONSULTING, INC.
ADDRESS:	2400 BUSH HOPKINS DRIVE SAN JOSE, CALIFORNIA 95128
PHONE:	(415) 224-8864
CONTACT:	PAUL DEPUYRES, AIA
PHONE:	(760) 233-8111
PROJECT INFORMATION:	THE ARTIST TREE IV, LLC 13222 HEBBY STREET SAN JOSE, CALIFORNIA 95136
DATE OF DRAFTING:	JULY 19, 2019
DATE OF REVISION:	JULY 20, 2019
ASSHESOR'S PARCEL NUMBER:	115-24-011, 115-24-012 & 115-24-030
ASSHESOR'S PARCEL NUMBER:	115-24-011, 115-24-012 & 115-24-030
ASSHESOR'S PARCEL NUMBER:	115-24-011, 115-24-012 & 115-24-030

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF INVERDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:  
LOT 11, 12 AND 13 IN BLOCK "W" OF INVERDE VALLEY HOME GARDENS, IN THE COUNTY OF INVERDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 11, PAGE 88 OF MAPS, RECORDS OF INVERDE COUNTY, CALIFORNIA.

RECORDING INFORMATION: THE COUNTY OF INVERDE HAS GRANTED TO THE COUNTY OF INVERDE FOR ROAD IMPROVEMENTS IN DEED RECORDED JANUARY 1, 1999 IN BOOK 778 PAGE 81 OF DEEDS, INVERDE COUNTY RECORDS.

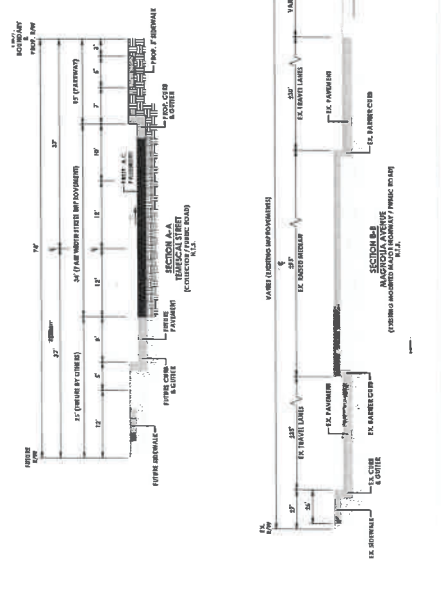
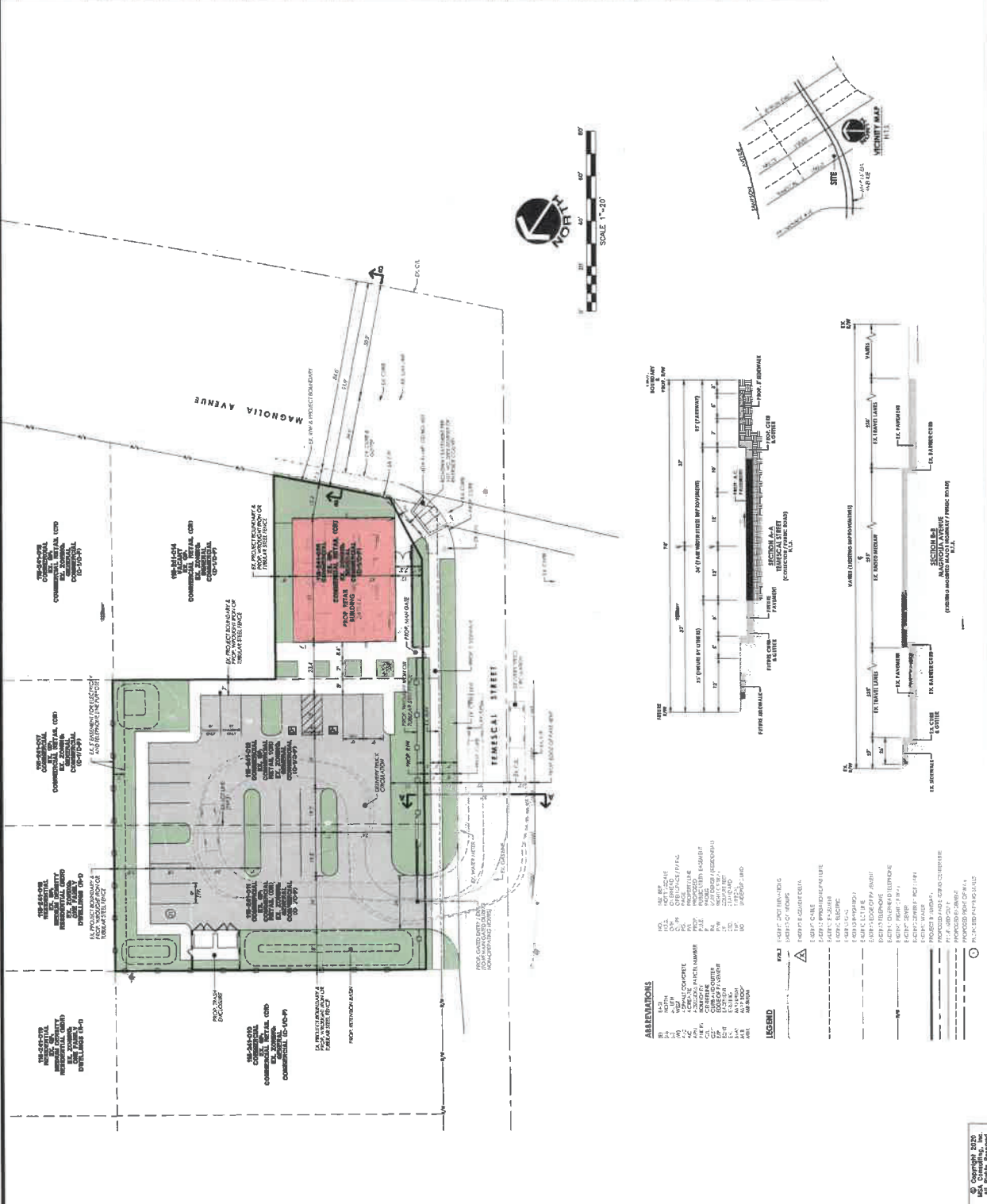
LAND USE DESCRIPTION:	SF	ACRAGE	PERCENTAGE
EXISTING GROSS AREA	24844 SF	0.57 AC.	100%
TOTAL BUILDING AREA	24793 SF	0.56 AC.	11%
ACCESS FIELDS, HARDSCAPE & PARKING	13433 SF	0.31 AC.	54%
OPEN SPACE & VEGETATION	8723 SF	0.20 AC.	35%

EXISTING BUILDING:	EXISTING SF	EXISTING RATIO	COUNT
RETAIL BUILDING	2,508 SF	1.01 PER 2,000 SF	13 BLDGS
TOTAL BUILDING PROVIDED	-	-	2 BLDGS

EXISTING ZONING: GENERAL COMMERCIAL (GC-C-1)  
PROPOSED ZONING: GENERAL COMMERCIAL (GC-C-1)  
PROPOSED GENERAL PLAN LAND USE: COMMERCIAL RETAIL (CR)  
PROPOSED GENERAL PLAN LAND USE: COMMERCIAL RETAIL (CR)  
SUPERIMPOSED LAND USE:  
COMMERCIAL & RESIDENTIAL (DENSE) (R-1) & (C-1)(C-2)  
SOUTH  
COMMERCIAL (DENSE) (C-1)(C-2)  
EAST  
COMMERCIAL (DENSE) (C-1)(C-2)  
WEST  
COMMERCIAL (DENSE) (C-1)(C-2)

TRAMA ROAD ZONE DESIGNATION: TRAMA ROAD ZONE DESIGNATION  
ZONE 3: AREAS DESIGNATED TO BE USED FOR COMMERCIAL, INDUSTRIAL, COMMUNITY FACILITIES AND RECREATION. THIS ZONE IS INTENDED TO PROVIDE A MIXED USE COMMUNITY FACILITIES AND RECREATION. THIS ZONE IS INTENDED TO PROVIDE A MIXED USE COMMUNITY FACILITIES AND RECREATION. THIS ZONE IS INTENDED TO PROVIDE A MIXED USE COMMUNITY FACILITIES AND RECREATION.

PROPOSED NUMBER OF EMPLOYERS: 100  
PROPOSED NUMBER OF EMPLOYEES: 100  
NUMBER OF EMPLOYERS: 100  
NUMBER OF EMPLOYEES: 100  
TYPE OF COMMERCIAL LICENSE: TYPE OF COMMERCIAL LICENSE  
TYPE OF COMMERCIAL LICENSE: TYPE OF COMMERCIAL LICENSE

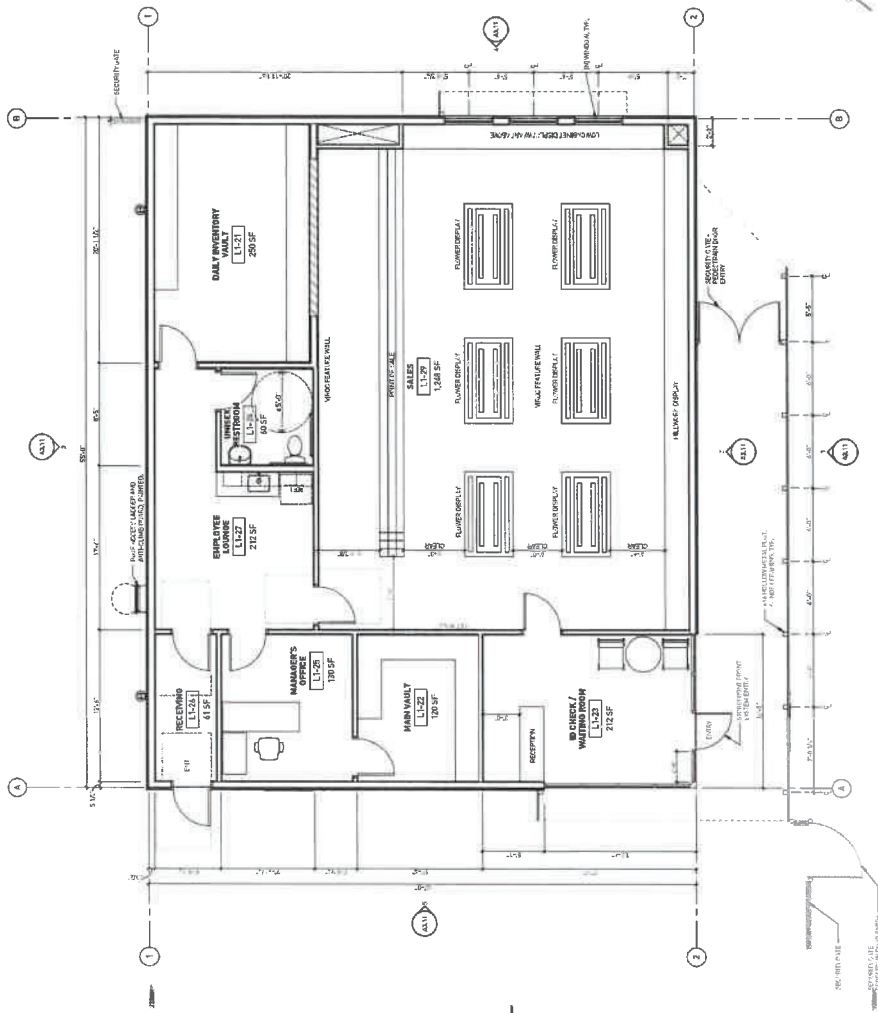


- ABBREVIATIONS**
- NO. 80' - 80 FOOT
  - NO. 100' - 100 FOOT
  - NO. 120' - 120 FOOT
  - NO. 150' - 150 FOOT
  - NO. 200' - 200 FOOT
  - NO. 250' - 250 FOOT
  - NO. 300' - 300 FOOT
  - NO. 350' - 350 FOOT
  - NO. 400' - 400 FOOT
  - NO. 450' - 450 FOOT
  - NO. 500' - 500 FOOT
  - NO. 550' - 550 FOOT
  - NO. 600' - 600 FOOT
  - NO. 650' - 650 FOOT
  - NO. 700' - 700 FOOT
  - NO. 750' - 750 FOOT
  - NO. 800' - 800 FOOT
  - NO. 850' - 850 FOOT
  - NO. 900' - 900 FOOT
  - NO. 950' - 950 FOOT
  - NO. 1000' - 1000 FOOT
- LEGEND**
- 1. 100' - 100 FOOT
  - 2. 100' - 100 FOOT
  - 3. 100' - 100 FOOT
  - 4. 100' - 100 FOOT
  - 5. 100' - 100 FOOT
  - 6. 100' - 100 FOOT
  - 7. 100' - 100 FOOT
  - 8. 100' - 100 FOOT
  - 9. 100' - 100 FOOT
  - 10. 100' - 100 FOOT
  - 11. 100' - 100 FOOT
  - 12. 100' - 100 FOOT
  - 13. 100' - 100 FOOT
  - 14. 100' - 100 FOOT
  - 15. 100' - 100 FOOT
  - 16. 100' - 100 FOOT
  - 17. 100' - 100 FOOT
  - 18. 100' - 100 FOOT
  - 19. 100' - 100 FOOT
  - 20. 100' - 100 FOOT



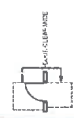


ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE (CBC) AND ALL APPLICABLE LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE OBTAINING OF PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE OBTAINING OF PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

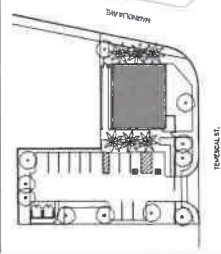


FLOOR PLAN | 1

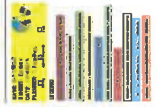
**GRAPHICS LEGEND**



**KEY PLAN**



CONDITIONAL USE PERMIT: 10/03/19





IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# CONDITIONAL USE PERMIT PRELIMINARY GRADING PLAN

EXHIBIT DATE: OCTOBER 3, 2017

NO.	DATE	DESCRIPTION
REVISIONS		

## DATA TABLE

APPLICANT:	THE ARBIT TRIBE, LLC
ADDRESS:	VALLEY VILLAGE, CALIFORNIA 91007
CONTACT:	MECH KAHN
TELEPHONE:	(310) 447-0064
LAND OWNER:	
ADDRESS:	
TELEPHONE:	
ENGINEER:	MSA CONSULTING, INC.
ADDRESS:	14000 BUCKINGHAM DRIVE, BIRMGHAM, CA 92520
CONTACT:	MICHAEL S. ADAMS, P.E., C.E.P., C.S.P.
TELEPHONE:	(949) 300-9111
SOURCE OF TOPOGRAPHY:	ALTA SURVEYING COMPANY, 9220
ADDRESS:	4500 EAST PACIFIC COAST HIGHWAY, SUITE 210
DATE OF TOPOGRAPHY:	JULY 17, 2017
TELEPHONE:	(949) 369-6070
ASSessor'S PARCEL NUMBER:	174-57-0011, 174-57-0012, 174-57-0013

**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN IS LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: PART OF THE UNDIVIDED INTEREST IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON REEL NO. 17, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN IS THE QUANTITATIVELY FORBIDDEN TRACT GRANTED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON REEL NO. 17, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN IS THE QUANTITATIVELY FORBIDDEN TRACT GRANTED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON REEL NO. 17, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**LEGAL DESCRIPTION:**  
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**LEGAL DESCRIPTION:**  
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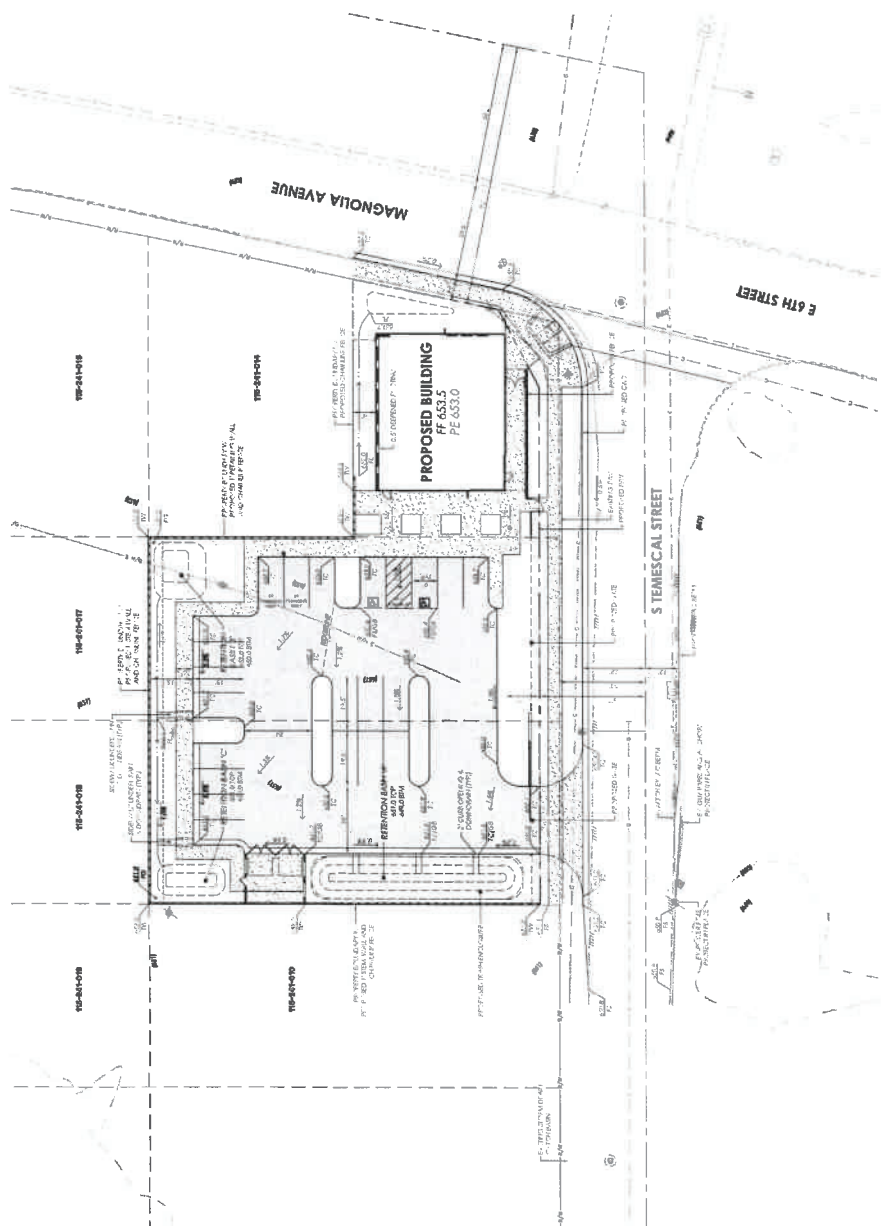
**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN IS THE QUANTITATIVELY FORBIDDEN TRACT GRANTED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON REEL NO. 17, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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**PRELIMINARY LATHEWORK**  
 1.00' TO 1.99' 1:10  
 2.00' TO 2.99' 1:8  
 3.00' TO 3.99' 1:6  
 4.00' TO 4.99' 1:4  
 5.00' TO 5.99' 1:3  
 6.00' TO 6.99' 1:2  
 7.00' TO 7.99' 1:1.5  
 8.00' TO 8.99' 1:1  
 9.00' TO 9.99' 1:0.75  
 10.00' TO 10.99' 1:0.5  
 11.00' TO 11.99' 1:0.4  
 12.00' TO 12.99' 1:0.33  
 13.00' TO 13.99' 1:0.3  
 14.00' TO 14.99' 1:0.25  
 15.00' TO 15.99' 1:0.2

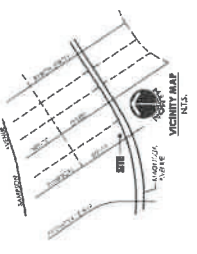
**LEGEND**  
 1.00' TO 1.99' 1:10  
 2.00' TO 2.99' 1:8  
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 4.00' TO 4.99' 1:4  
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 7.00' TO 7.99' 1:1.5  
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 13.00' TO 13.99' 1:0.3  
 14.00' TO 14.99' 1:0.25  
 15.00' TO 15.99' 1:0.2

**ABBREVIATIONS**  
 1.00' TO 1.99' 1:10  
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 3.00' TO 3.99' 1:6  
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 11.00' TO 11.99' 1:0.4  
 12.00' TO 12.99' 1:0.33  
 13.00' TO 13.99' 1:0.3  
 14.00' TO 14.99' 1:0.25  
 15.00' TO 15.99' 1:0.2

**PRELIMINARY LATHEWORK**  
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**LEGEND**  
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 13.00' TO 13.99' 1:0.3  
 14.00' TO 14.99' 1:0.25  
 15.00' TO 15.99' 1:0.2

**ABBREVIATIONS**  
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 13.00' TO 13.99' 1:0.3  
 14.00' TO 14.99' 1:0.25  
 15.00' TO 15.99' 1:0.2



**MSA CONSULTING, INC.**  
 14000 BUCKINGHAM DRIVE, BIRMGHAM, CA 92520  
 (949) 300-9111  
 www.msaconsulting.com

IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

NO.	DATE	DESCRIPTION	REVISIONS
<b>DATA TABLE</b>			
APPLICANT / LAND OWNER:	THE ARTIST TREE IV, LLC		
PROJECT ADDRESS:	17272 ARMY STREET, CORONA, CALIFORNIA 91707		
OWNER:	MICHÉLE KASARI		
DESIGNER:	MSA CONSULTING, INC. 3745 W. 170TH STREET, SUITE 100, RICHMOND, CALIFORNIA 94804		
PROJECT NO.:	17272 ARMY STREET, CORONA, CALIFORNIA 91707		
DATE:	11/09/2024		
SCALE:	AS SHOWN		
PROJECT NO.:	17272 ARMY STREET, CORONA, CALIFORNIA 91707		
DATE:	11/09/2024		
SCALE:	AS SHOWN		

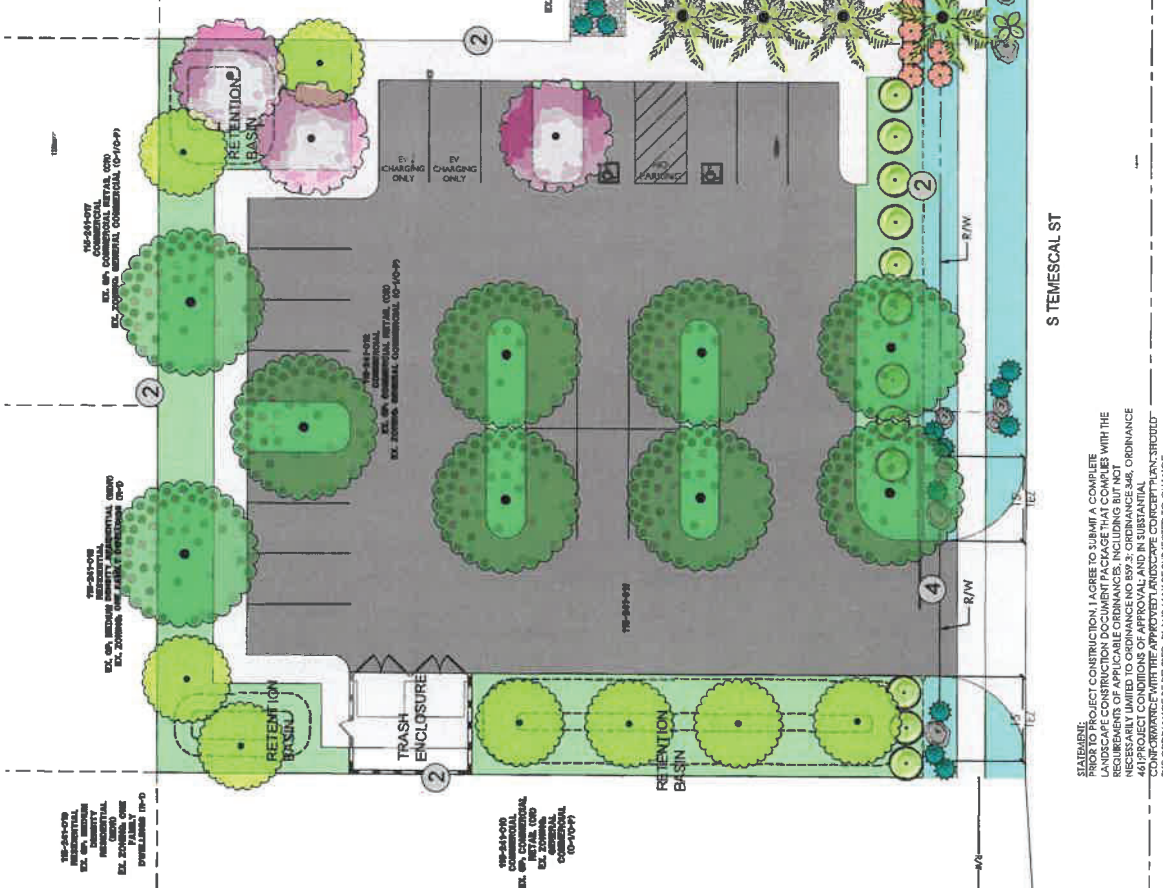
**DESIGN DESCRIPTION:**  
 LARGE CANOPY TREES PROVIDE SHADY PARKING LOT, FLOWER TREES AND PALM TREES PROVIDE VISUAL SCREENING AND LANDSCAPE INTEREST. THE LANDSCAPE DESIGN PROVIDES A HIGH QUALITY ENVIRONMENT FOR THE BUILDING, LANDSCAPE TREES, FLOWERS AND PALM TREES. THE LANDSCAPE DESIGN PROVIDES A HIGH QUALITY ENVIRONMENT FOR THE BUILDING, LANDSCAPE TREES, FLOWERS AND PALM TREES. THE LANDSCAPE DESIGN PROVIDES A HIGH QUALITY ENVIRONMENT FOR THE BUILDING, LANDSCAPE TREES, FLOWERS AND PALM TREES.

**WATER CALCULATION**

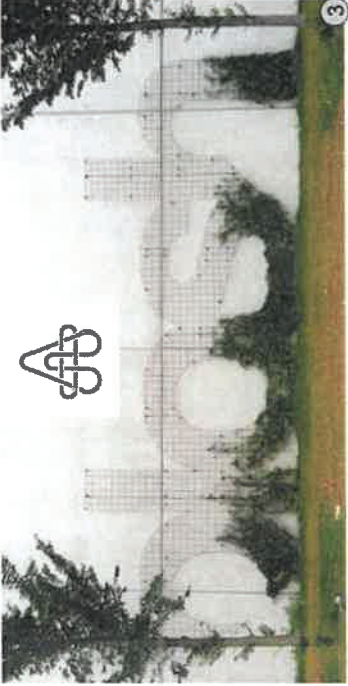
Riverside County Ordinance 889 Landscaping for Water Use Calculation  
**ARTIST TREE - CORONA**  
 MSA CONSULTING, INC.

Plant Type	Plant Use	Plant Type	Plant Use
Hypoxis 6.1	Plant Use	Plant Type	Plant Use
Hypoxis 6.2	Plant Use	Plant Type	Plant Use
Hypoxis 6.3	Plant Use	Plant Type	Plant Use
Hypoxis 6.4	Plant Use	Plant Type	Plant Use
Hypoxis 6.5	Plant Use	Plant Type	Plant Use
Hypoxis 6.6	Plant Use	Plant Type	Plant Use
Hypoxis 6.7	Plant Use	Plant Type	Plant Use
Hypoxis 6.8	Plant Use	Plant Type	Plant Use
Hypoxis 6.9	Plant Use	Plant Type	Plant Use
Hypoxis 6.10	Plant Use	Plant Type	Plant Use
Hypoxis 6.11	Plant Use	Plant Type	Plant Use
Hypoxis 6.12	Plant Use	Plant Type	Plant Use
Hypoxis 6.13	Plant Use	Plant Type	Plant Use
Hypoxis 6.14	Plant Use	Plant Type	Plant Use
Hypoxis 6.15	Plant Use	Plant Type	Plant Use
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Hypoxis 6.31	Plant Use	Plant Type	Plant Use
Hypoxis 6.32	Plant Use	Plant Type	Plant Use
Hypoxis 6.33	Plant Use	Plant Type	Plant Use
Hypoxis 6.34	Plant Use	Plant Type	Plant Use
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Hypoxis 6.42	Plant Use	Plant Type	Plant Use
Hypoxis 6.43	Plant Use	Plant Type	Plant Use
Hypoxis 6.44	Plant Use	Plant Type	Plant Use
Hypoxis 6.45	Plant Use	Plant Type	Plant Use
Hypoxis 6.46	Plant Use	Plant Type	Plant Use
Hypoxis 6.47	Plant Use	Plant Type	Plant Use
Hypoxis 6.48	Plant Use	Plant Type	Plant Use
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Hypoxis 6.51	Plant Use	Plant Type	Plant Use
Hypoxis 6.52	Plant Use	Plant Type	Plant Use
Hypoxis 6.53	Plant Use	Plant Type	Plant Use
Hypoxis 6.54	Plant Use	Plant Type	Plant Use
Hypoxis 6.55	Plant Use	Plant Type	Plant Use
Hypoxis 6.56	Plant Use	Plant Type	Plant Use
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Hypoxis 6.59	Plant Use	Plant Type	Plant Use
Hypoxis 6.60	Plant Use	Plant Type	Plant Use
Hypoxis 6.61	Plant Use	Plant Type	Plant Use
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Hypoxis 6.63	Plant Use	Plant Type	Plant Use
Hypoxis 6.64	Plant Use	Plant Type	Plant Use
Hypoxis 6.65	Plant Use	Plant Type	Plant Use
Hypoxis 6.66	Plant Use	Plant Type	Plant Use
Hypoxis 6.67	Plant Use	Plant Type	Plant Use
Hypoxis 6.68	Plant Use	Plant Type	Plant Use
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Hypoxis 6.78	Plant Use	Plant Type	Plant Use
Hypoxis 6.79	Plant Use	Plant Type	Plant Use
Hypoxis 6.80	Plant Use	Plant Type	Plant Use
Hypoxis 6.81	Plant Use	Plant Type	Plant Use
Hypoxis 6.82	Plant Use	Plant Type	Plant Use
Hypoxis 6.83	Plant Use	Plant Type	Plant Use
Hypoxis 6.84	Plant Use	Plant Type	Plant Use
Hypoxis 6.85	Plant Use	Plant Type	Plant Use
Hypoxis 6.86	Plant Use	Plant Type	Plant Use
Hypoxis 6.87	Plant Use	Plant Type	Plant Use
Hypoxis 6.88	Plant Use	Plant Type	Plant Use
Hypoxis 6.89	Plant Use	Plant Type	Plant Use
Hypoxis 6.90	Plant Use	Plant Type	Plant Use
Hypoxis 6.91	Plant Use	Plant Type	Plant Use
Hypoxis 6.92	Plant Use	Plant Type	Plant Use
Hypoxis 6.93	Plant Use	Plant Type	Plant Use
Hypoxis 6.94	Plant Use	Plant Type	Plant Use
Hypoxis 6.95	Plant Use	Plant Type	Plant Use
Hypoxis 6.96	Plant Use	Plant Type	Plant Use
Hypoxis 6.97	Plant Use	Plant Type	Plant Use
Hypoxis 6.98	Plant Use	Plant Type	Plant Use
Hypoxis 6.99	Plant Use	Plant Type	Plant Use
Hypoxis 6.100	Plant Use	Plant Type	Plant Use

PLANT SCHEDULE	PLANT NAME	PLANT SIZE	PLANT COLOR	PLANT TYPE	PLANT USE	PLANT QUANTITY
1	AGAVE	12" DIA	GREEN	PERENNIAL	LANDSCAPE	10
2	AGAVE	18" DIA	GREEN	PERENNIAL	LANDSCAPE	10
3	AGAVE	24" DIA	GREEN	PERENNIAL	LANDSCAPE	10
4	AGAVE	30" DIA	GREEN	PERENNIAL	LANDSCAPE	10
5	AGAVE	36" DIA	GREEN	PERENNIAL	LANDSCAPE	10
6	AGAVE	42" DIA	GREEN	PERENNIAL	LANDSCAPE	10
7	AGAVE	48" DIA	GREEN	PERENNIAL	LANDSCAPE	10
8	AGAVE	54" DIA	GREEN	PERENNIAL	LANDSCAPE	10
9	AGAVE	60" DIA	GREEN	PERENNIAL	LANDSCAPE	10
10	AGAVE	66" DIA	GREEN	PERENNIAL	LANDSCAPE	10
11	AGAVE	72" DIA	GREEN	PERENNIAL	LANDSCAPE	10
12	AGAVE	78" DIA	GREEN	PERENNIAL	LANDSCAPE	10
13	AGAVE	84" DIA	GREEN	PERENNIAL	LANDSCAPE	10
14	AGAVE	90" DIA	GREEN	PERENNIAL	LANDSCAPE	10
15	AGAVE	96" DIA	GREEN	PERENNIAL	LANDSCAPE	10
16	AGAVE	102" DIA	GREEN	PERENNIAL	LANDSCAPE	10
17	AGAVE	108" DIA	GREEN	PERENNIAL	LANDSCAPE	10
18	AGAVE	114" DIA	GREEN	PERENNIAL	LANDSCAPE	10
19	AGAVE	120" DIA	GREEN	PERENNIAL	LANDSCAPE	10
20	AGAVE	126" DIA	GREEN	PERENNIAL	LANDSCAPE	10
21	AGAVE	132" DIA	GREEN	PERENNIAL	LANDSCAPE	10
22	AGAVE	138" DIA	GREEN	PERENNIAL	LANDSCAPE	10
23	AGAVE	144" DIA	GREEN	PERENNIAL	LANDSCAPE	10
24	AGAVE	150" DIA	GREEN	PERENNIAL	LANDSCAPE	10
25	AGAVE	156" DIA	GREEN	PERENNIAL	LANDSCAPE	10
26	AGAVE	162" DIA	GREEN	PERENNIAL	LANDSCAPE	10
27	AGAVE	168" DIA	GREEN	PERENNIAL	LANDSCAPE	10
28	AGAVE	174" DIA	GREEN	PERENNIAL	LANDSCAPE	10
29	AGAVE	180" DIA	GREEN	PERENNIAL	LANDSCAPE	10
30	AGAVE	186" DIA	GREEN	PERENNIAL	LANDSCAPE	10
31	AGAVE	192" DIA	GREEN	PERENNIAL	LANDSCAPE	10
32	AGAVE	198" DIA	GREEN	PERENNIAL	LANDSCAPE	10
33	AGAVE	204" DIA	GREEN	PERENNIAL	LANDSCAPE	10
34	AGAVE	210" DIA	GREEN	PERENNIAL	LANDSCAPE	10
35	AGAVE	216" DIA	GREEN	PERENNIAL	LANDSCAPE	10
36	AGAVE	222" DIA	GREEN	PERENNIAL	LANDSCAPE	10
37	AGAVE	228" DIA	GREEN	PERENNIAL	LANDSCAPE	10
38	AGAVE	234" DIA	GREEN	PERENNIAL	LANDSCAPE	10
39	AGAVE	240" DIA	GREEN	PERENNIAL	LANDSCAPE	10
40	AGAVE	246" DIA	GREEN	PERENNIAL	LANDSCAPE	10
41	AGAVE	252" DIA	GREEN	PERENNIAL	LANDSCAPE	10
42	AGAVE	258" DIA	GREEN	PERENNIAL	LANDSCAPE	10
43	AGAVE	264" DIA	GREEN	PERENNIAL	LANDSCAPE	10
44	AGAVE	270" DIA	GREEN	PERENNIAL	LANDSCAPE	10
45	AGAVE	276" DIA	GREEN	PERENNIAL	LANDSCAPE	10
46	AGAVE	282" DIA	GREEN	PERENNIAL	LANDSCAPE	10
47	AGAVE	288" DIA	GREEN	PERENNIAL	LANDSCAPE	10
48	AGAVE	294" DIA	GREEN	PERENNIAL	LANDSCAPE	10
49	AGAVE	300" DIA	GREEN	PERENNIAL	LANDSCAPE	10
50	AGAVE	306" DIA	GREEN	PERENNIAL	LANDSCAPE	10
51	AGAVE	312" DIA	GREEN	PERENNIAL	LANDSCAPE	10
52	AGAVE	318" DIA	GREEN	PERENNIAL	LANDSCAPE	10
53	AGAVE	324" DIA	GREEN	PERENNIAL	LANDSCAPE	10
54	AGAVE	330" DIA	GREEN	PERENNIAL	LANDSCAPE	10
55	AGAVE	336" DIA	GREEN	PERENNIAL	LANDSCAPE	10
56	AGAVE	342" DIA	GREEN	PERENNIAL	LANDSCAPE	10
57	AGAVE	348" DIA	GREEN	PERENNIAL	LANDSCAPE	10
58	AGAVE	354" DIA	GREEN	PERENNIAL	LANDSCAPE	10
59	AGAVE	360" DIA	GREEN	PERENNIAL	LANDSCAPE	10
60	AGAVE	366" DIA	GREEN	PERENNIAL	LANDSCAPE	10
61	AGAVE	372" DIA	GREEN	PERENNIAL	LANDSCAPE	10
62	AGAVE	378" DIA	GREEN	PERENNIAL	LANDSCAPE	10
63	AGAVE	384" DIA	GREEN	PERENNIAL	LANDSCAPE	10
64	AGAVE	390" DIA	GREEN	PERENNIAL	LANDSCAPE	10
65	AGAVE	396" DIA	GREEN	PERENNIAL	LANDSCAPE	10
66	AGAVE	402" DIA	GREEN	PERENNIAL	LANDSCAPE	10
67	AGAVE	408" DIA	GREEN	PERENNIAL	LANDSCAPE	10
68	AGAVE	414" DIA	GREEN	PERENNIAL	LANDSCAPE	10
69	AGAVE	420" DIA	GREEN	PERENNIAL	LANDSCAPE	10
70	AGAVE	426" DIA	GREEN	PERENNIAL	LANDSCAPE	10
71	AGAVE	432" DIA	GREEN	PERENNIAL	LANDSCAPE	10
72	AGAVE	438" DIA	GREEN	PERENNIAL	LANDSCAPE	10
73	AGAVE	444" DIA	GREEN	PERENNIAL	LANDSCAPE	10
74	AGAVE	450" DIA	GREEN	PERENNIAL	LANDSCAPE	10
75	AGAVE	456" DIA	GREEN	PERENNIAL	LANDSCAPE	10
76	AGAVE	462" DIA	GREEN	PERENNIAL	LANDSCAPE	10
77	AGAVE	468" DIA	GREEN	PERENNIAL	LANDSCAPE	10
78	AGAVE	474" DIA	GREEN	PERENNIAL	LANDSCAPE	10
79	AGAVE	480" DIA	GREEN	PERENNIAL	LANDSCAPE	10
80	AGAVE	486" DIA	GREEN	PERENNIAL	LANDSCAPE	10
81	AGAVE	492" DIA	GREEN	PERENNIAL	LANDSCAPE	10
82	AGAVE	498" DIA	GREEN	PERENNIAL	LANDSCAPE	10
83	AGAVE	504" DIA	GREEN	PERENNIAL	LANDSCAPE	10
84	AGAVE	510" DIA	GREEN	PERENNIAL	LANDSCAPE	10
85	AGAVE	516" DIA	GREEN	PERENNIAL	LANDSCAPE	10
86	AGAVE	522" DIA	GREEN	PERENNIAL	LANDSCAPE	10
87	AGAVE	528" DIA	GREEN	PERENNIAL	LANDSCAPE	10
88	AGAVE	534" DIA	GREEN	PERENNIAL	LANDSCAPE	10
89	AGAVE	540" DIA	GREEN	PERENNIAL	LANDSCAPE	10
90	AGAVE	546" DIA	GREEN	PERENNIAL	LANDSCAPE	10
91	AGAVE	552" DIA	GREEN	PERENNIAL	LANDSCAPE	10
92	AGAVE	558" DIA	GREEN	PERENNIAL	LANDSCAPE	10
93	AGAVE	564" DIA	GREEN	PERENNIAL	LANDSCAPE	10
94	AGAVE	570" DIA	GREEN	PERENNIAL	LANDSCAPE	10
95	AGAVE	576" DIA	GREEN	PERENNIAL	LANDSCAPE	10
96	AGAVE	582" DIA	GREEN	PERENNIAL	LANDSCAPE	10
97	AGAVE	588" DIA	GREEN	PERENNIAL	LANDSCAPE	10
98	AGAVE	594" DIA	GREEN	PERENNIAL	LANDSCAPE	10
99	AGAVE	600" DIA	GREEN	PERENNIAL	LANDSCAPE	10
100	AGAVE	606" DIA	GREEN	PERENNIAL	LANDSCAPE	10



**ELEMENTS**



**PLANTING**

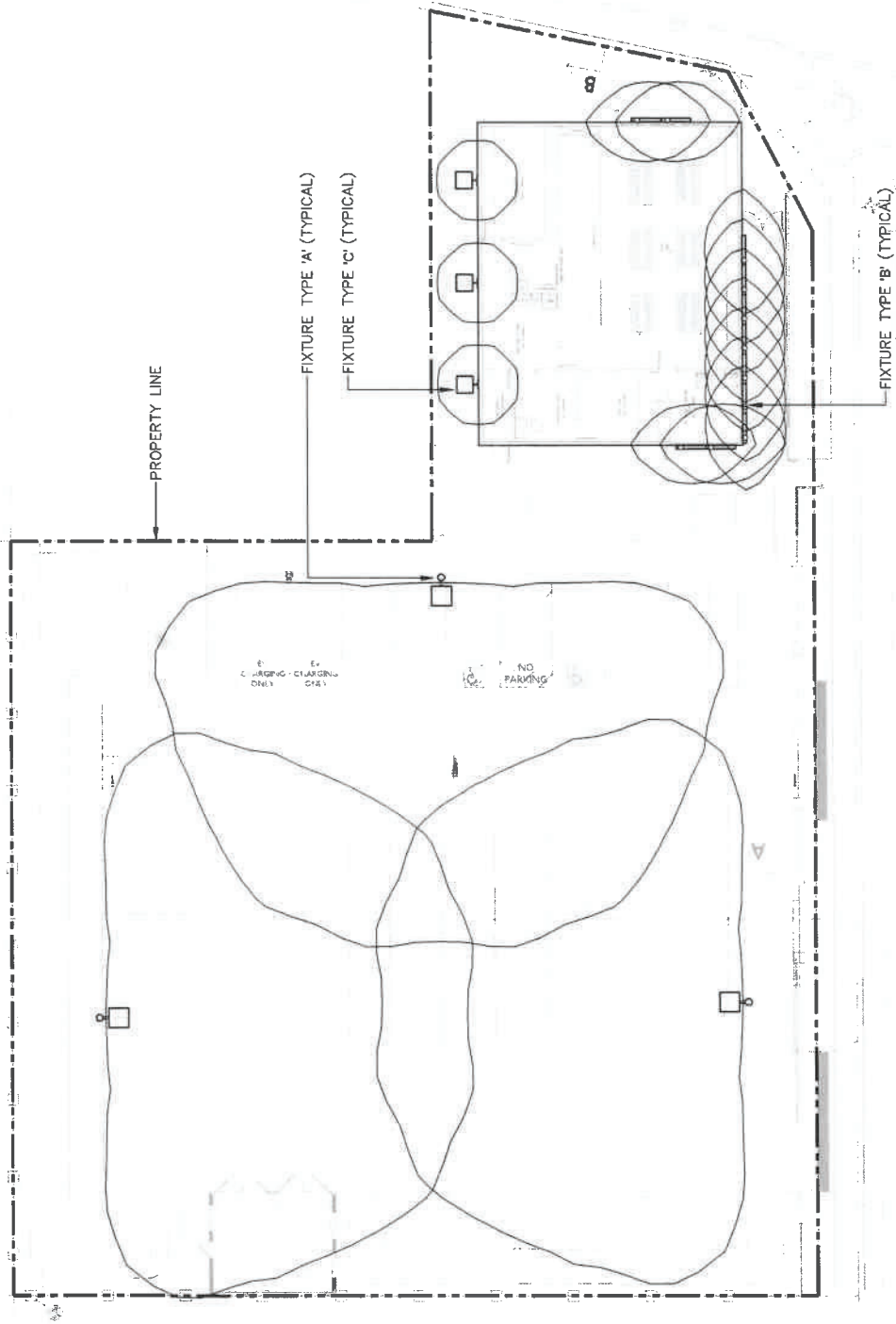








MAGNOLIA AVENUE

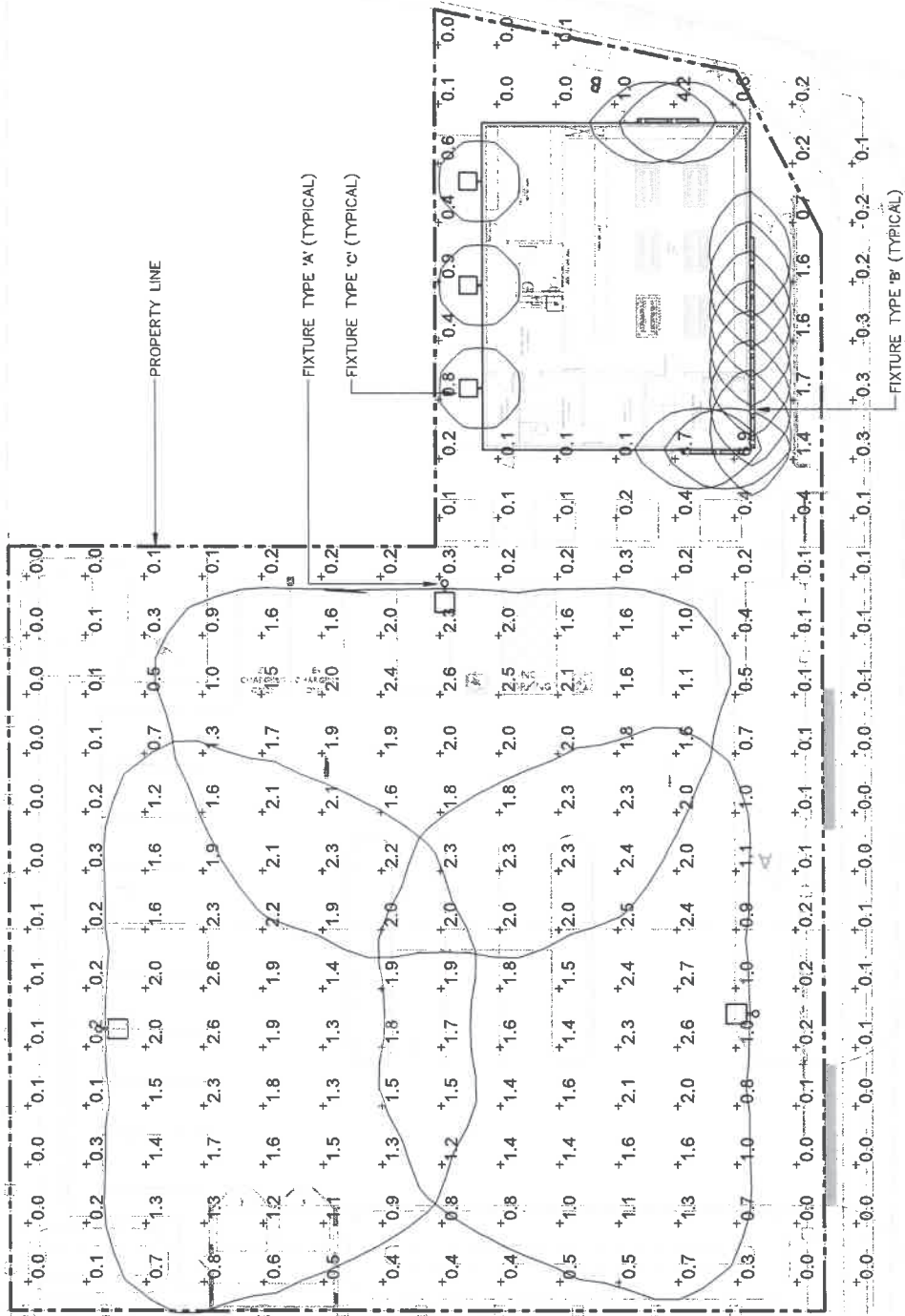


TEMESCAL STREET

# THE ARTIST TREE IV CORONA, CA



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MAGNOLIA AVENUE

LEMESCAL STREET

**THE ARTIST TREE IV**  
CORONA, CA



engineering consultants  
3400 QUINCY AVENUE, SUITE 100  
CORONA, CALIFORNIA 92626

**SITE PHOTOMETRIC PLAN**

Sheet **E1.1**

JANUARY 29, 2020

SCALE= 1"=10'-0"

LIGHT FIXTURE CUTSHEET

Sheet E1.2



rtm engineering consultants  
3416 QUARRY AVENUE, SUITE 100 PALM BEACH, CA 94711  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LIGHTING FIXTURE TYPE 'A' (MOUNT @ 25'-0" A.F.F.)

THE ARTIST TREE IV  
CORONA, CA

**LINEALUCE MINI**

CONSTRUCTION: 2020

OPERATIONAL APP:

RESET

**DESCRIPTION:**

The LINEALUCE MINI is a compact, wall-mounted lighting fixture. It is designed for use in a variety of settings, including residential and commercial spaces. The fixture is available in two finishes: White and Black. It features a sleek, modern design and is easy to install. The fixture is dimmable and can be controlled via a remote control or a smartphone app. It is also available in a version with a motion sensor.

**FEATURES:**

- Compact, wall-mounted design
- Available in White and Black finishes
- Dimmable
- Control via remote control or smartphone app
- Optional motion sensor

**INSTALLATION:**

The fixture is designed for easy installation. It is mounted to a wall using two screws. The fixture is designed to be installed in a standard wall outlet. The fixture is designed to be installed in a standard wall outlet.

**OPERATIONAL APP:**

The LINEALUCE MINI is controlled via a smartphone app. The app allows you to turn the fixture on and off, dim the light, and set a scene. The app is available for both iOS and Android.

**WARRANTY:**

The LINEALUCE MINI is covered by a 5-year warranty. The warranty covers the fixture and its components. The warranty is provided by the manufacturer.

LIGHTING FIXTURE TYPE 'B' (MOUNT @ 13'-6" A.F.F.)

**EMLIGHTING**

Altitude

CONSTRUCTION: 2020

OPERATIONAL APP:

RESET

**DESCRIPTION:**

The Altitude is a modern, wall-mounted lighting fixture. It is designed for use in a variety of settings, including residential and commercial spaces. The fixture is available in two finishes: White and Black. It features a sleek, modern design and is easy to install. The fixture is dimmable and can be controlled via a remote control or a smartphone app. It is also available in a version with a motion sensor.

**FEATURES:**

- Modern, wall-mounted design
- Available in White and Black finishes
- Dimmable
- Control via remote control or smartphone app
- Optional motion sensor

**INSTALLATION:**

The fixture is designed for easy installation. It is mounted to a wall using two screws. The fixture is designed to be installed in a standard wall outlet. The fixture is designed to be installed in a standard wall outlet.

**OPERATIONAL APP:**

The Altitude is controlled via a smartphone app. The app allows you to turn the fixture on and off, dim the light, and set a scene. The app is available for both iOS and Android.

**WARRANTY:**

The Altitude is covered by a 5-year warranty. The warranty covers the fixture and its components. The warranty is provided by the manufacturer.

LIGHTING FIXTURE TYPE 'C' (MOUNT @ 8'-0" A.F.F.)

**PRO WALL**

CONSTRUCTION: 2020

OPERATIONAL APP:

RESET

**DESCRIPTION:**

The PRO WALL is a modern, wall-mounted lighting fixture. It is designed for use in a variety of settings, including residential and commercial spaces. The fixture is available in two finishes: White and Black. It features a sleek, modern design and is easy to install. The fixture is dimmable and can be controlled via a remote control or a smartphone app. It is also available in a version with a motion sensor.

**FEATURES:**

- Modern, wall-mounted design
- Available in White and Black finishes
- Dimmable
- Control via remote control or smartphone app
- Optional motion sensor

**INSTALLATION:**

The fixture is designed for easy installation. It is mounted to a wall using two screws. The fixture is designed to be installed in a standard wall outlet. The fixture is designed to be installed in a standard wall outlet.

**OPERATIONAL APP:**

The PRO WALL is controlled via a smartphone app. The app allows you to turn the fixture on and off, dim the light, and set a scene. The app is available for both iOS and Android.

**WARRANTY:**

The PRO WALL is covered by a 5-year warranty. The warranty covers the fixture and its components. The warranty is provided by the manufacturer.

LIGHTING FIXTURE TYPE 'C' (MOUNT @ 8'-0" A.F.F.)



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

Juan C. Perez  
Agency Director



05/28/20, 8:33 am

CUP190029

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190029. 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 CUP190029 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. 190029 (CUP190029) is a proposal for a new 2,500 square foot building as a Storefront for a retail cannabis business with off-street parking and landscaping improvements on 0.57 acres. Business operational requirements are stipulated in Development Agreement No. 1900018 (DA1900018).

**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 01/30/2020.
- Exhibit B (Elevations), dated 04/01/2020.
- Exhibit C (Floor Plans), dated 10/03/2019.
- Exhibit D (Conceptual Grading Plan), dated 10/03/2019.
- Exhibit E (Conceptual Landscaping and Irrigation Plans), Sheet 1-2, dated 04/01/2020.
- Exhibit F (Trash Enclosure), dated 10/03/2019
- Exhibit G (Site Lighting Plan) , Sheet 1-3, dated 01/29/2020

**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)

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

2. Compliance with applicable State Regulations, including, but not limited to:
  - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
  - Government Code Section 66020 (90 Days to Protest)
  - Government Code Section 66499.37 (Hold Harmless)
  - State Subdivision Map Act
  - Native American Cultural Resources, and Human Remains (Inadvertent Find)
  - School District Impact Compliance
  
3. Compliance with applicable County Regulations, including, but not limited to:
  - Ord. No. 348 (Land Use Planning and Zoning Regulations)
  - Ord. No. 413 (Regulating Vehicle Parking)
  - Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
  - Ord. No. 457 (Building Requirements)
  - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program) {Geographically based}
    - Ord. No. 484 (Control of Blowing Sand) {Geographically based on soil type}
    - Ord. No. 625 (Right to Farm) {Geographically based}
    - Ord. No. 655 (Regulating Light Pollution) {Geographically based}
    - Ord. No. 671 (Consolidated Fees)
    - Ord. No. 787 (Fire Code)
    - Ord. No. 847 (Regulating Noise)
    - Ord. No. 857 (Business Licensing)
    - Ord. No. 859 (Water Efficient Landscape Requirements)
    - Ord. No. 915 (Regulating Outdoor Lighting)
    - Ord. No. 916 (Cottage Food Operations)
    - Ord. No. 925 (Prohibiting Marijuana Cultivating)
    - Ord. No. 927 (Regulating Short Term Rentals)
    - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)
  
4. Mitigation Fee Ordinances
  - Ord. No. 659 Development Impact Fees (DIF)
  - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
  - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

### BS-Plan Check

#### BS-Plan Check. 1                    Gen - Custom

#### BUILDING AND SAFETY COMMENTS

To assist in providing an expeditious review, please cloud all corrections on revised exhibit. Items labeled as "Corrections" must be addressed prior to entitlement approval. Items labeled as "Notifications" are for your information only and are not required for entitlement approval. Include a comment response list

## ADVISORY NOTIFICATION DOCUMENT

### BS-Plan Check

#### BS-Plan Check. 1

#### Gen - Custom (cont.)

addressing each correction on the comment list. Thank You.

CORRECTIONS: None

NOTIFICATIONS:

CODE/ORDINANCE REQUIREMENTS:

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

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

PERMIT ISSUANCE:

Per section 105.1 (2019 California Building Code, CBC): Where any owner or authorized agent intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the regulation of which is governed by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

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

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

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

Plan Info

Plans prepared, stamped and signed by a design professional (California licensed Architect, or California Licensed Engineer) may not be altered with hand drawn information. The jurisdictional plan review and/or inspection staff is unable to determine when such information has been placed, and if in fact either the design professional or applicable park authority has in fact approved the added information.

All added structural components, cabinets/counter, or utility additions shall be included within the printed designed plans.

ACCESSIBLE PATH OF TRAVEL:

1- Please provide a revised site plan to indicate the required continuous accessible paved path of travel.

The accessible path of travel details shall include;

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

The Accessible path of travel shall:

1. Connect to the public R.O.W.

# ADVISORY NOTIFICATION DOCUMENT

## BS-Plan Check

### BS-Plan Check. 1

### Gen - Custom (cont.)

- 2. Connect to all building(s).
- 3. Connect to all accessible parking loading/unloading areas.
- 4. Connect to accessible sanitary facilities.
- 5. Connect to areas of public accommodation.

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

2- Relocate the ADA parking to comply with the following:

Parking spaces complying with 11B- 502 (Parking Spaces) that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance

3-Where parking serves more than one accessible entrance, parking spaces complying with 11B-502 (Parking Spaces) shall be dispersed and located on the shortest accessible route to the accessible entrances.

#### EV PARKING:

Revise the site plan to show the required designated EV parking per CGC.

#### DISABLED ACCESS GUIDELINE:

EVCS are not considered parking spaces by the code. In addition, the required accessible parking spaces shall not double as required EVCS. 11B-208.1.

#### Required Number of Accessible EVCS

Where EVCS are provided for public use or common use, accessible EVCS shall be provided in accordance with the table below. (11B-228.3.1) (11B-228.3.2) (11B-228.3.2.1)

#### Electric Vehicle Charging Stations for Public Use and Common Use

Total Number of EVCS at a Facility<sup>1</sup>    Minimum Number (by type) of Accessible EVCS Required

    Van Accessible    Standard Accessible    Ambulatory

1 to 4    1                      0                      0

5 to 25    1                      1                      0

26 to 50    1                      1                      1

51 to 75    1                      2                      2

76 to 100    1                      3                      3

101 and over    1, plus 1 for each 300, or fraction thereof, over 100    3, plus 1 for each 60, or fraction thereof, over 100    3, plus 1 for each 50, or fraction thereof, over 100.

#### EV PARKING:

Revise the site plan to show the required designated EV parking per CGC.

#### DISABLED ACCESS:

EVCS are not considered parking spaces by the code. In addition, the required accessible parking spaces shall not double as required EVCS. 11B-208.1.

#### Required Number of Accessible EVCS

Where EVCS are provided for public use or common use, accessible EVCS shall be provided in accordance

## ADVISORY NOTIFICATION DOCUMENT

### BS-Plan Check

#### **BS-Plan Check. 1                      Gen - Custom (cont.)**

with the table below. (11B-228.3.1) (11B-228.3.2) (11B-228.3.2.1)

Electric Vehicle Charging Stations for Public Use and Common Use

#### EVCS Locations

Accessible EVCS that serve a particular building or facility shall be located on an accessible route to an accessible entrance. (11B-812.5.1) (11B-812.5.1)

Where EVCS do not serve a particular building or facility, accessible EVCS shall be located on an accessible route to an accessible pedestrian entrance of the EV charging facility. (11B-812.5.1) (11B-812.5.1)

Vehicle spaces and access aisles shall be designed so that persons using them are not required to travel behind vehicle spaces or parking spaces other than the vehicle space in which their vehicle has been left to charge. (11B-812.5.4)

### 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



## ADVISORY NOTIFICATION DOCUMENT

**General**

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

the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,

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

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

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

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

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

**General. 5    General – Human Remains**

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

**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 (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No.

## ADVISORY NOTIFICATION DOCUMENT

### General

#### **General. 6**                                      **General – Review Fees (cont.)**

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:

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**

##### Landscape Requirement

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

The developer/ permit holder shall:

- 1) Ensure all landscape and irrigation plans are in conformance with the APPROVED EXHIBITS;
- 2) Ensure all landscaping is provided with California Friendly landscaping and a weather-based irrigation controller(s) as defined by County Ordinance No. 859;
- 3) Ensure that irrigation plans which may use reclaimed water conform with the requirements of the local water purveyor; and,
- 4) Be responsible for maintenance, viability and upkeep of all slopes, landscaped areas, and irrigation systems until the successful completion of the twelve (12) month inspection or those operations become the responsibility of the individual property owner(s), a property owner's association, or any other

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 1 **015 PLANNING (cont.)**

successor-in-interest, whichever occurs later.

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

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

#### Planning. 2 **Gen - Required Parcel Merger**

Prior to Grading the applicant shall obtain County approval, and shall record a Parcel Merger for the project site which consists of APNs 115-241-011, 115-241-012, 115-241-030.

#### Planning. 3 **General - A. Application Requirements**

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

#### Planning. 4 **General - B. State License Required**

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

#### Planning. 5 **General - C. Suspension, Revocation, or Termination of State License**

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

#### Planning. 6 **General - D. Health and Safety**

Commercial Cannabis Activities shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public. Commercial Cannabis Activities shall not create a public nuisance or adversely affect the health or safety of the nearby residents, businesses or employees working at the Commercial Cannabis Activity by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, and runoff of water, pesticides or wastes.

#### Planning. 7 **General - E. Development Agreement**





## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 16

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

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.

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.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### **Planning. 17**                                      **General - N. Security - Part 2 (cont.)**

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 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.









## 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 RCTD - GENERAL**

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                      RCTD - GENERAL (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. The Project shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

3. A signing and striping plan is required for this project. The Project shall be responsible for any additional paving and/or striping removal caused by the striping plan or as approved by the Director of Transportation.

4. Alterations to natural drainage patterns shall require protecting downstream properties by means approved by the Transportation Department.

5. If the Transportation Department allows the use of streets for drainage purposes, the 10-year discharge shall be contained in the top of curb or asphalt concrete dikes, and the 100-year discharge shall be contained in the street right-of-way.

6. The Project shall install street name sign in accordance with County Standard No. 816 and as directed by the Transportation Department.

7. All corner cutbacks shall be applied per Standard 805, Ordinance 461.

8. All centerline intersections shall be at 90 degrees, plus or minus 5 degrees.

9. The project shall comply with the most current ADA requirements. ADA ramps shall be constructed at all 4 legs of 4-way intersections per draft Standard No. 403, sheets 1 through 7 of Ordinance 461 and as directed by the Director of Transportation.

10. The Project shall obtain approval of street improvement plans from the Transportation Department. Improvement plans shall be based upon a design profile extending a minimum of 300 feet beyond the project limits.

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

### Waste Resources

#### Waste Resources. 1                      Waste - General

Hazardous materials are not accepted at Riverside County landfills. In compliance with federal, state, and local regulations and ordinances, any hazardous waste generated in association with the project shall be

## ADVISORY NOTIFICATION DOCUMENT

### Waste Resources

#### Waste Resources. 1

#### Waste - General (cont.)

disposed of at a permitted Hazardous Waste disposal facility. Hazardous waste materials include, but are not limited to, paint, batteries, oil, asbestos, and solvents. For further information regarding the determination, transport, and disposal of hazardous waste, please contact the Riverside County Department of Environmental Health, Environmental Protection and Oversight Division.

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

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

For more information, please visit:

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

Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.

The use of mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries is recommended.

Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

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

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