



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**


Agenda Item No.

3 . 1

Planning Commission Hearing: June 16, 2021

PROPOSED PROJECT

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



 John Hildebrand
 Planning Director

PROJECT DESCRIPTION AND LOCATION

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

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

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

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

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

STAFF RECOMMENDS THAT THE PLANNING COMMISSION:

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

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

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

PROJECT DATA

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

Project Details:

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

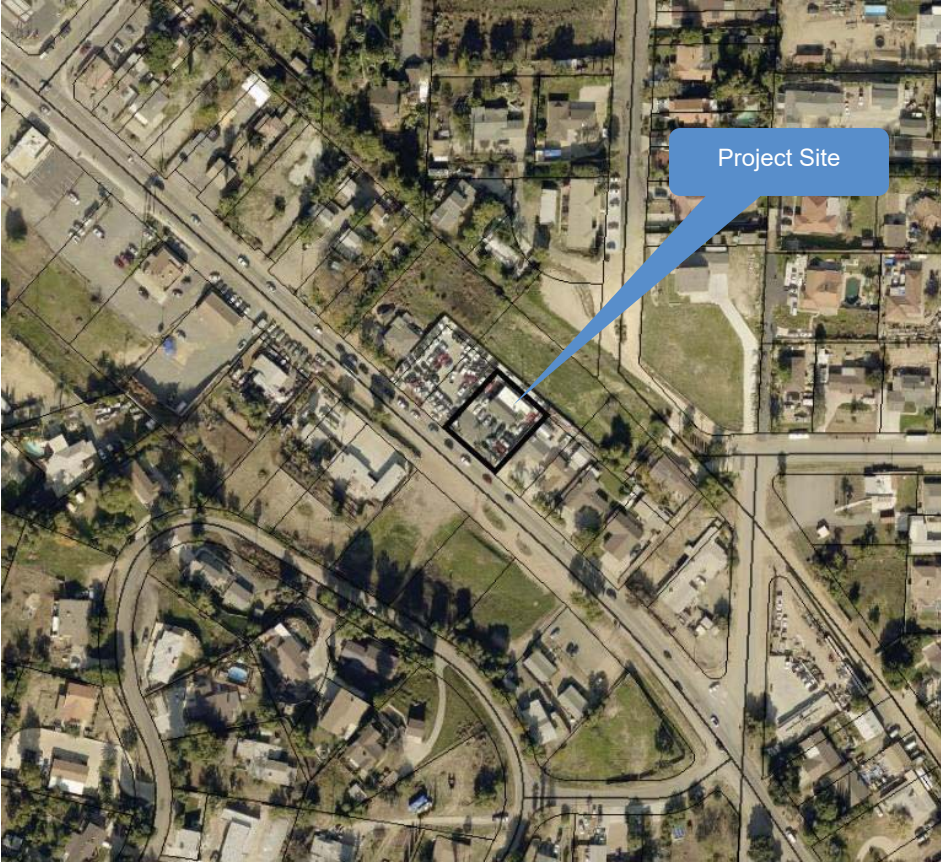
Parking:

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

Located Within:

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

PROJECT LOCATION MAP



PROJECT BACKGROUND AND ANALYSIS

Background:

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

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

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

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

Setback Adjustment Findings:

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

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

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

Project Details:

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

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

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

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

General Plan Consistency

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

is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals. The Riverside County (RCIP) is comprised of the Community Environmental Transportation Corridor Acceptability Process (CETAP), a Multiple Species Habitat Conservation Plan (MSHCP) and the Riverside County General Plan update.

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

Zoning Consistency

The project site is zoned C-1/C-P (General Commercial). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P Zone with an approved conditional use permit. The applicant has submitted this Conditional Use Permit CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, except for the proposed setbacks, the project meets all the applicable development standards for the C-1/C-P Zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, and parking requirements. A setback adjustment request has been filed to authorize setback measurement modification, to measure the required 40-foot setback from the front of the building rather than the rear of the building.

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

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

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

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

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

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

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

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

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

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

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

FINDINGS AND CONCLUSIONS

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

Land Use Findings:

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as the project would provide community services and job opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated

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

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

Conditional Use Permit Findings:

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

Permit Requirements for All Commercial Cannabis Activities:

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

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

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

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

Cannabis Retailer Minimum Standards:

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

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

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

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

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

Cannabis Retail Findings:

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

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

Other Findings:

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

Fire Findings:

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

Development Agreement:

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

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

Approval Requirements and Conclusion:

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

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

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

DEVELOPMENT AGREEMENT NO. 1900006

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

Derek Catalano

Dana Catalano

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

1.1.7 “Development Approvals” means all permits and other entitlements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.19 “Subsequent Development Approvals” means all Development

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

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

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

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map Showing Property and Its Location

Exhibit “C” - Existing Development Approvals

Exhibit “D” - Existing Land Use Regulations

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

Exhibit “F” - Applicable Annual Public Benefits Base Payments

Exhibit “G” - Commercial Cannabis Area calculation exhibit.

Exhibit “H” - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190010) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such

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

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

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

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

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

2.7 Notices.

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

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

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

If to COUNTY:

Clerk of the Board of Supervisors
Riverside County Administrative Center
4080 Lemon Street, First Floor
Riverside, CA 92502
Fax No. (951) 955-1071

with copies to:

County Executive Officer
Riverside County Administrative Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use
Transportation and Land Management Agency
Riverside County Administrative Center,
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Fax No. (951) 955-1817

and

County Counsel
County of Riverside
3960 Orange Street, Suite 500
Riverside, CA 92501
Fax No. (951) 955-6363

If to OWNER:

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

with copies to:

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

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

3. DEVELOPMENT OF THE PROPERTY.

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

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

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

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

appropriate within the exercise of its subjective business judgment.

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

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

or,

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

or,

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

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

3.5 Reservations of Authority.

3.5.1 Limitations. Reservations and Exceptions. Notwithstanding any other

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. REVIEW FOR COMPLIANCE.

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

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

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

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 190010 and this Agreement.

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

6.5 Procedure.

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

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

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

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

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

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

(a) The time and place of the hearing;

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

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

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

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

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

7. INCORPORATION AND ANNEXATION.

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

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

provisions of Section 1542 of the Civil Code which provides:

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

OWNER Initials _____
OWNER Initials _____
OWNER Initials

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

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

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

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

9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

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

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

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

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

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

10. MORTGAGEE PROTECTION.

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

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

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

By _____

Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By _____
Deputy
(SEAL)

Dated: _____

OWNER: Derek Catalano

By: _____

Dated: _____

OWNER: Dana Catalano

By: _____

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

EXHIBIT "A"

Development Agreement No. 190006

LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT "B"

Development Agreement No. 1900006

MAP OF PROPERTY AND ITS LOCATION

EXHIBIT “C”

Development Agreement No. 1900006

EXISTING DEVELOPMENT APPROVALS

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

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT “D”

Development Agreement No. 1900006EXISTING LAND USE REGULATIONS

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

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

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

EXHIBIT “E”

Development Agreement No. 1900006

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

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

EXHIBIT “F”

Development Agreement No. 1900006

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

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

EXHIBIT “G”

Development Agreement No. 1900006

CANNABIS AREA CALCULATION EXHIBIT

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

EXHIBIT “H”

Development Agreement No. 1900006

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000.00 with an annual increase of 5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY’s Board of Supervisors. Additionally, consistent with CAN 190031, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

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

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

SCOPE OF WORK:

CONDITIONAL USE PERMIT FOR CANNABIS FACILITY :RETAIL W/ DELIVERY

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

SHEET INDEX

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

PARKING

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

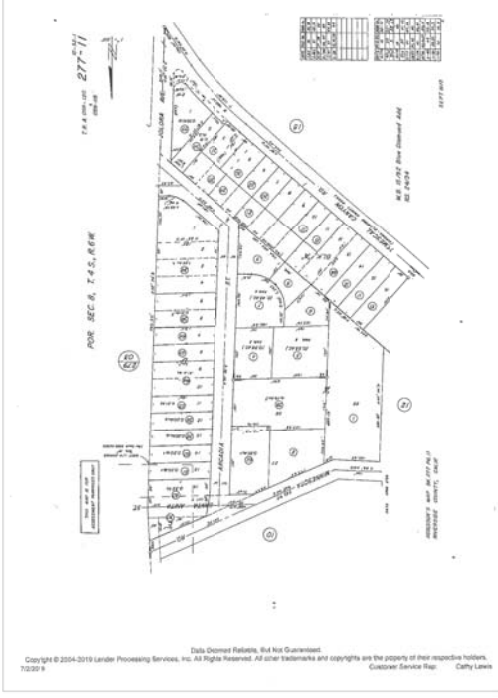
HOURS OF OPERATION

8 AM - 10 PM

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



VICINITY MAP, NTS:



PARCEL MAP, NTS:

APPLICANT:
Derek F. Catalano
4079 Shady Ridge Circle
Shelton, CA 95071
951-415-0064
derekc@afai.com

DESIGN:
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10000 Shady Ridge Circle
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STE 250
Manteca, CA 95240
951-415-0064
jgarnica@shreinoisock.com

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

PROJECT TITLE:
CUP

COVER SHEET

06.01.21

G1

APPLICANT:

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951-415-0064
derekcf46@aol.com

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Suite 250
Naperville, IL 60563
951-415-0064
jgarnica@sherdanarch.com

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

PROJECT TITLE:

CUP

SITE PLAN

06.01.21

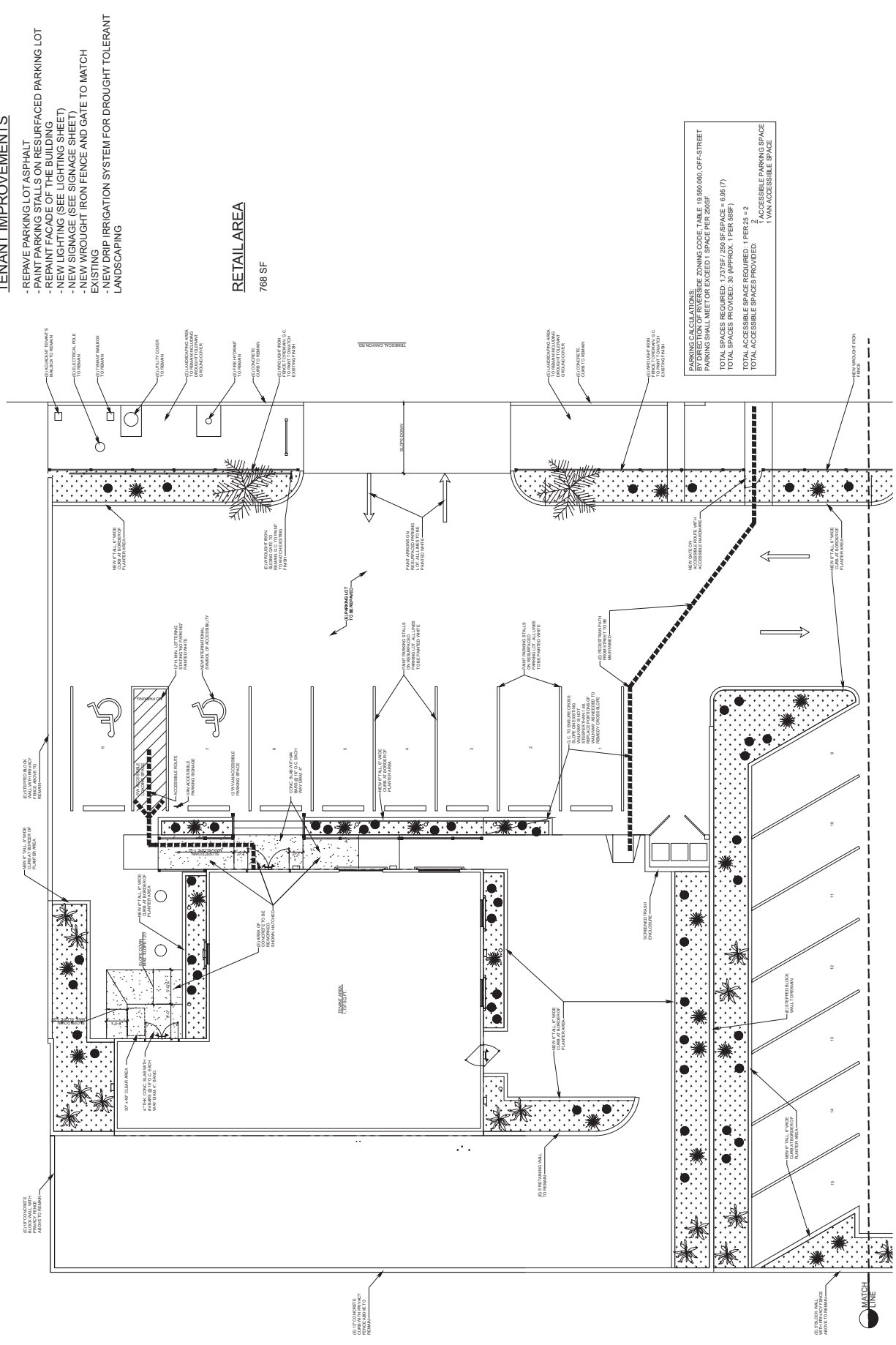
S1

TENANT IMPROVEMENTS

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

RETAIL AREA

768 SF



PARKING CALCULATIONS:
 BY DIRECTION OF RIVERSIDE ZONING CODE, TABLE 19-800.060, OFF-STREET
 PARKING SHALL MEET OR EXCEED 1 SPACE PER 295SF.
 TOTAL SPACES REQUIRED: 1,737SF / 250 SF/SPACE = 6.95 (7)
 TOTAL SPACES PROVIDED: 30 (APPROX. 1 PER 59SF)
 TOTAL ACCESSIBLE SPACES REQUIRED: 1 PER 29 = 2
 TOTAL ACCESSIBLE SPACES PROVIDED: 7
 1 VAN ACCESSIBLE SPACE

APPLICANT:

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Cincinnati, OH 45241
951-415-0064
derekcs46@aol.com

DESIGN:

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7775 Winton Pkwy.
STE. 250
MARIETTA, OH 43064
937-434-4560
jhamilton@shreinishock.com

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

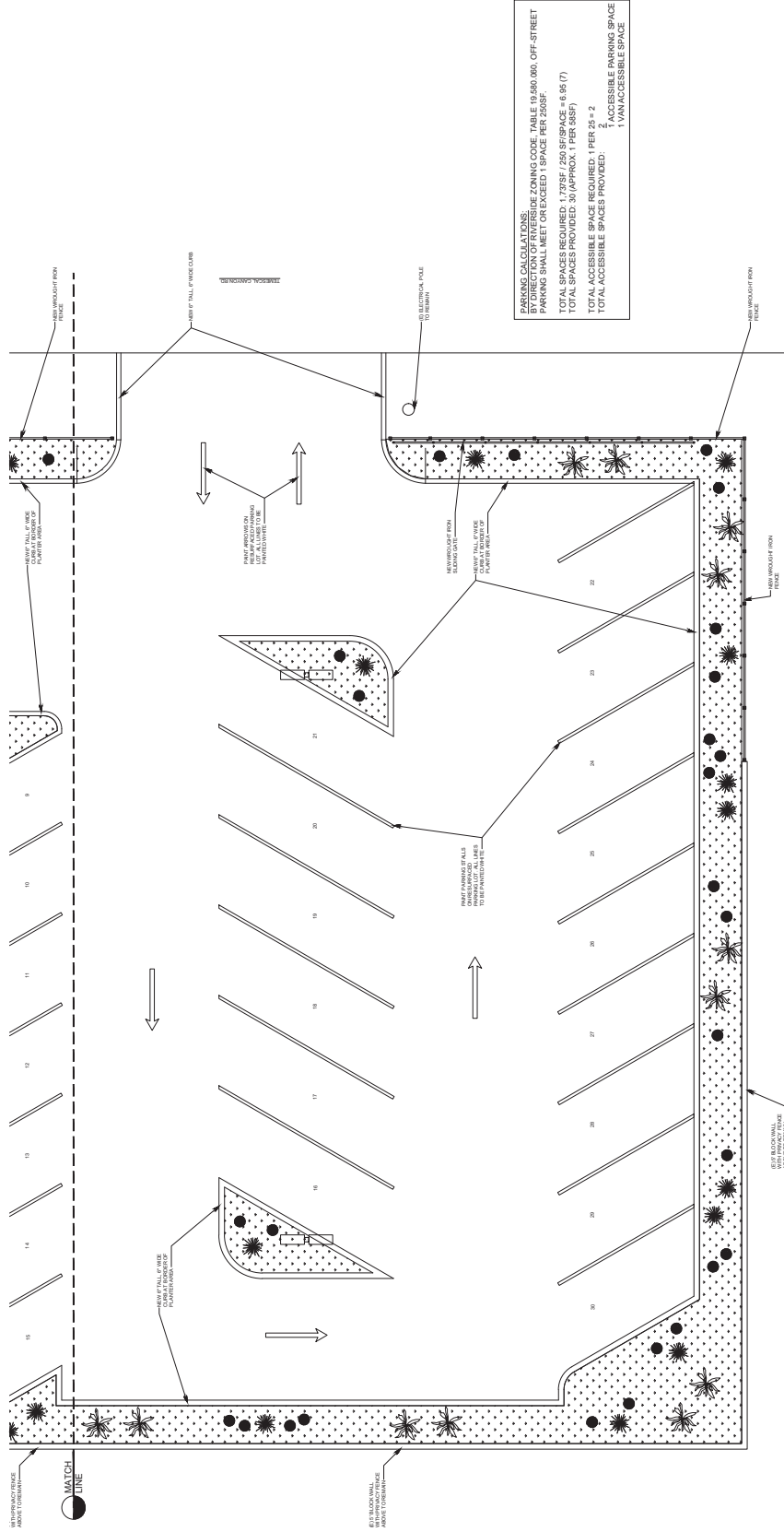
PROJECT TITLE:

CUP

SITE PLAN

06.01.21

S2



PARKING CALCULATIONS:
 PARKING SHALL MEET OR EXCEED TABLE 19.060.080, OFF-STREET
 PARKING SHALL MEET OR EXCEED 1 SPACE PER 250RSF
 TOTAL SPACES REQUIRED: 1,779SF / 250 (SPACE) = 6.96 (7)
 TOTAL SPACES PROVIDED: 30 (APPROX. 1 PER 85SF)
 TOTAL ACCESSIBLE SPACES REQUIRED: 1 PER 25-2
 TOTAL ACCESSIBLE SPACES PROVIDED: 2
 1 ACCESSIBLE PARKING SPACE
 1 VAN ACCESSIBLE SPACE

APPLICANT:

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951-415-0064
derekcf46@aol.com

DESIGN:

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11777 W. 127th Ave.
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Mankato, OH 43060
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jgarnica@shreinisock.com

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

PROJECT TITLE:

CUP

SITE PHOTO
INDEX

06.01.21

S3

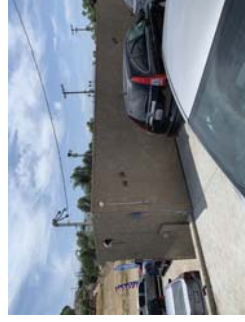
PIC # 1



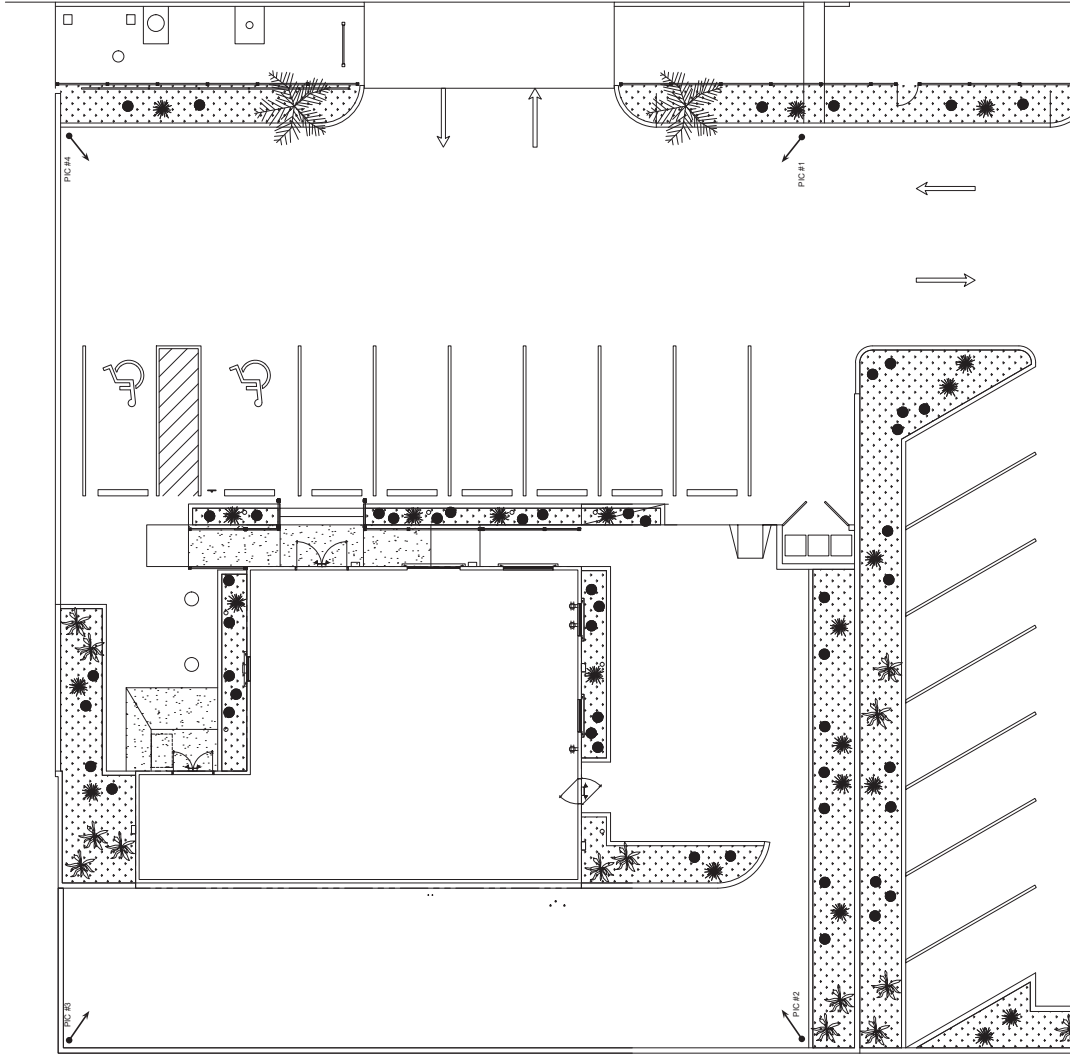
PIC # 2



PIC # 3



PIC # 4



APPLICANT:

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jgarnick@shreinhock.com

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

PROJECT TITLE:

CUP

LANDSCAPE AND
LIGHTING PLANS

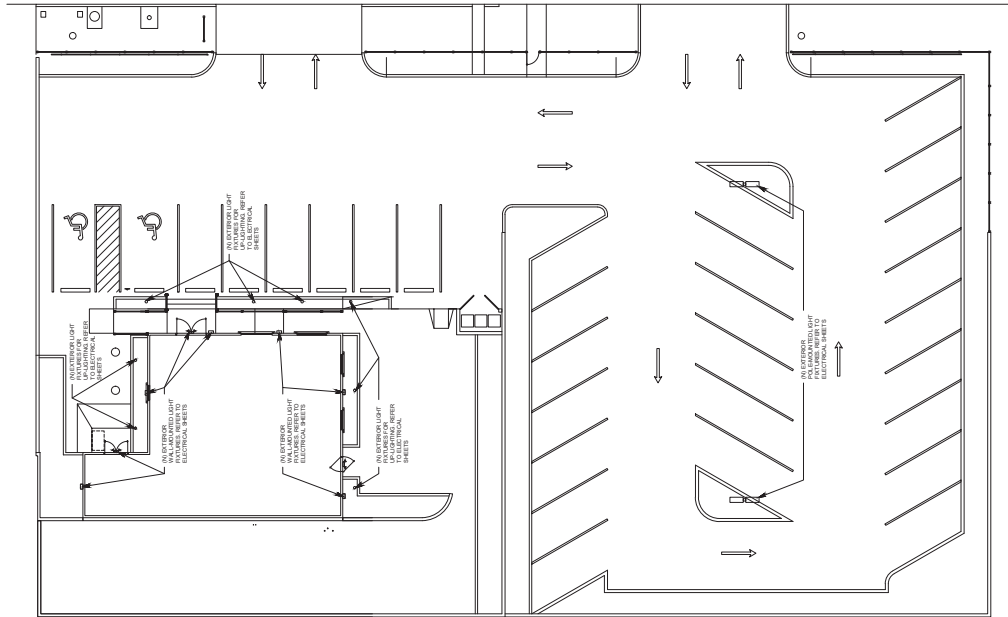
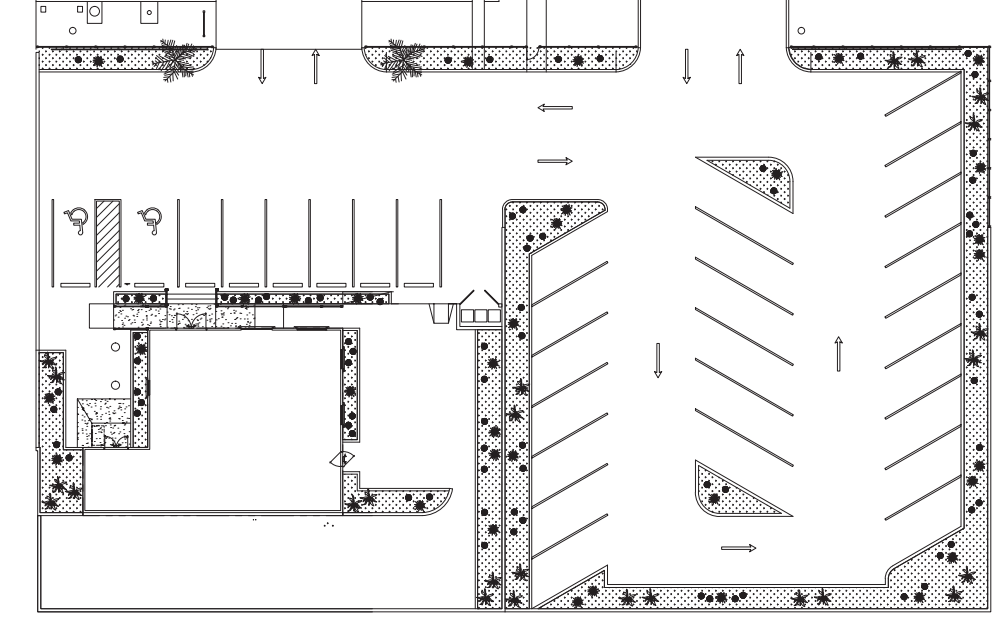
06.01.21

S4

LANDSCAPING:

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

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



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

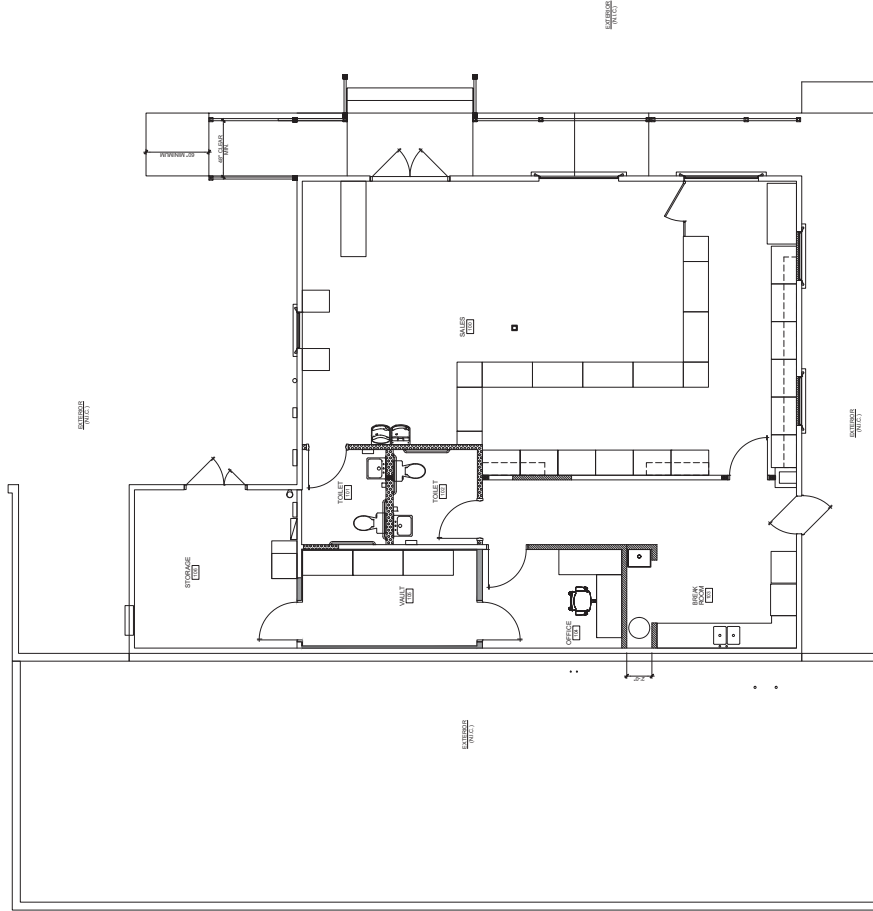
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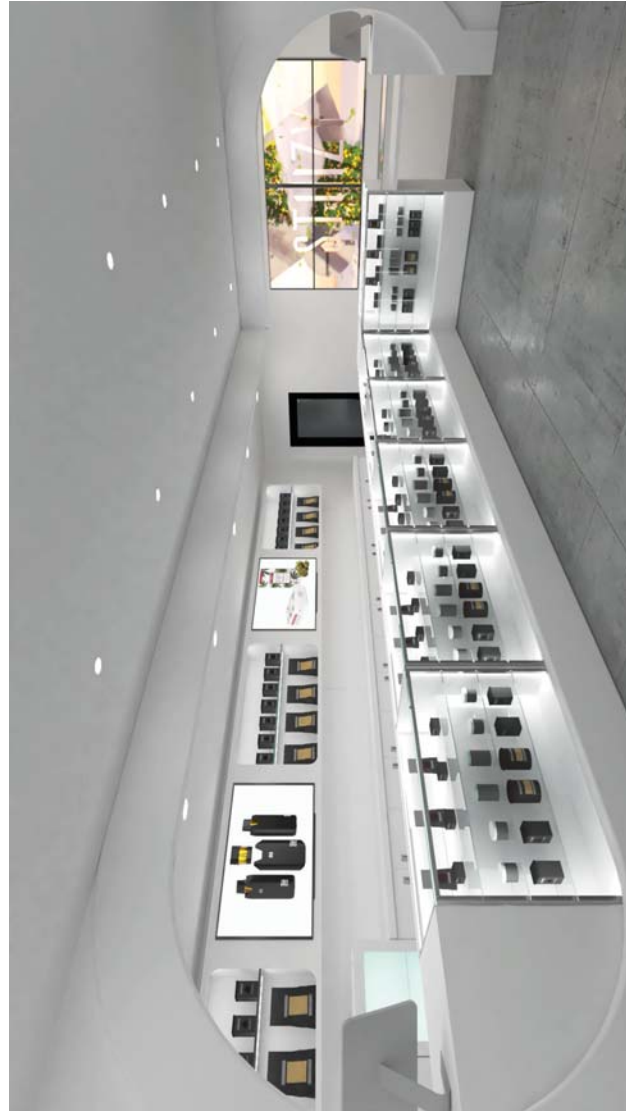
CUP

FLOOR PLAN

06.01.21

A2





INTERIOR RENDERINGS

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

PROJECT TITLE:
 CUP

INTERIOR
 RENDERINGS
 06.01.21

A4

APPLICANT:

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SUITE 200
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PH: 407-414-4260
jgarlison@shreinisock.com

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

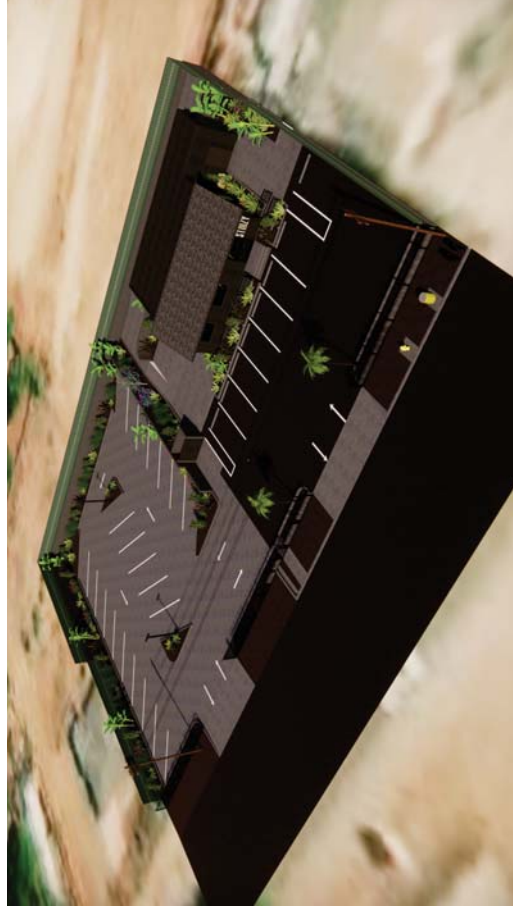
PROJECT TITLE:

CUP

EXTERIOR
RENDERINGS

06.01.21

A5



EXTERIOR RENDERINGS

APPLICANT:

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derekcf84@aol.com

DESIGN:

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jgarnick@shremshock.com

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

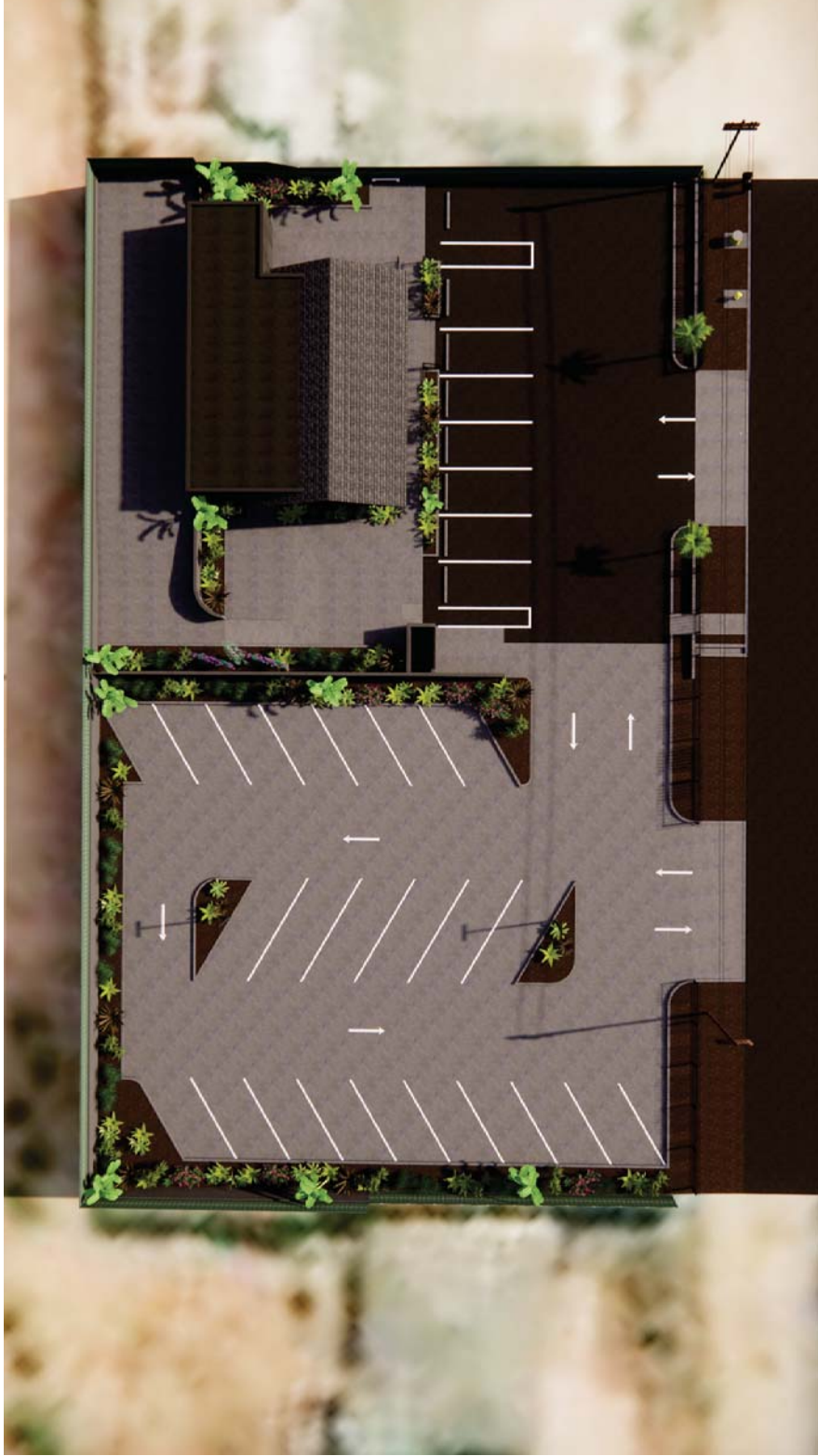
PROJECT TITLE:

CUP

SITE
RENDERINGS

06.01.21

A6



Large Full Cutoff wall pack

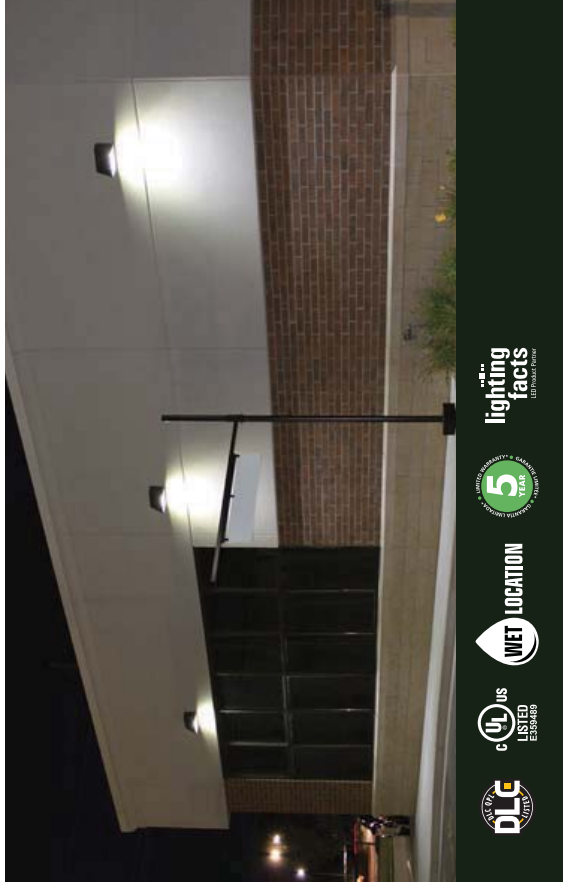
Features

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



Applications

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



lighting facts
LED Product Power

5 YEAR WARRANTY
5 YEAR WARRANTY

WET LOCATION

cULus LISTED E389489

DLC QUALIFIED

Specification

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

Ordering Guide

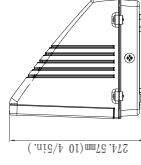
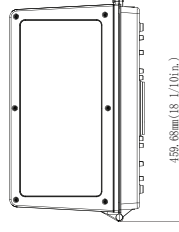
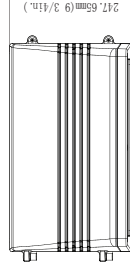
EXAMPLE: **WPF 90W 27V 40K D P1**

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

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

Dimension

unit: inch/mm



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derekcf@eai.com

DESIGN:
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Naperville, IL 60564
951-415-0064
jgarnison@shinmshook.com

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

PROJECT TITLE:
CUP

LIGHTING SPECS
06.01.21

L1

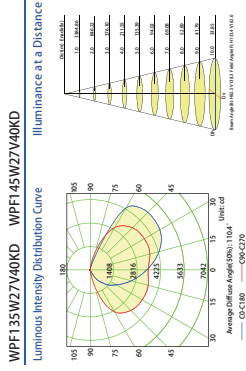
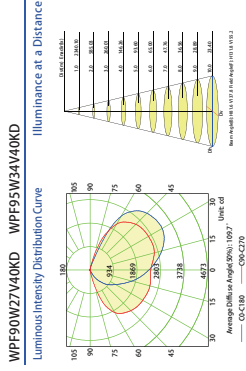
Ordering Information

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

Energy Saving Replacement

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

Photometrics



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

APPLICANT:

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derekcf46@aol.com

DESIGN:

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951-415-0064
jgarnica@srebooks.com

PROJECT TITLE:

CUP

LIGHTING SPECS

06.01.21

L2

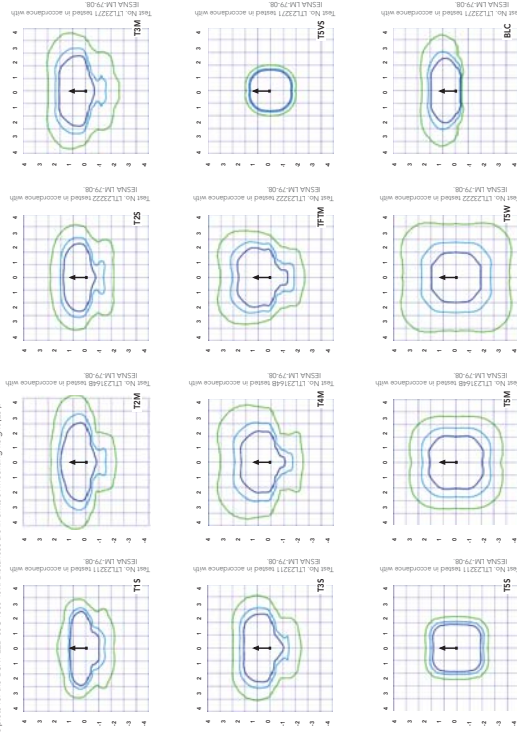
MESTER LED LIMITED
3rd F, section B, Building A, Sunshine Industrial Park, Hezhou,
Xixiang, Bao'an District, Shenzhen China.
www.szmester.com

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

Photometric Diagrams

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

Isocandela plots for the DSX1 LED at 0.100, 0.400, and 1.600 foot distances are in units of mounting height (feet).



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use the following lumen output for average ambient temperatures from 0.00°C (32.00°F) to 40.00°C (104.00°F).

Ambient Temperature (°C)	Lumen Multiplier
0°C	1.00
5°C	1.00
10°C	1.00
15°C	1.00
20°C	1.00
25°C	0.99
30°C	0.98
35°C	0.97
40°C	0.97

Projected LED Lumen Maintenance

Use the following lumen output for average ambient temperatures from 0.00°C (32.00°F) to 40.00°C (104.00°F). The following table shows the projected lumen output of the LED lighting fixture over its life span. The projected lumen output is based on the lumen maintenance factor (LMF) of 0.80. For other lumen maintenance factors, contact Lithonia Lighting for more information.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.98
50,000	0.92
100,000	0.85

Motion Sensor Defaults Settings

Option	Dimmed Output (100%)	High Level Output (100%)	PhotoCell Output (100%)	Delay (min)	Ramp-up Time (min)	Ramp-down Time (min)
PH or PHH	100 (100%)	100 (100%)	Enabled @ 5°C	5 min	3 sec	5 min
PHH (CO or PHH)	100 (100%)	100 (100%)	Enabled @ 11°C	5 min	3 sec	5 min

Note: When motion sensor is used as default to down control.

Electrical Load

Performance Package	LED Count	Power Current	Wattage	Current (A)
P1	30	530	54	0.45
P2	30	700	70	0.59
P3	30	1000	100	0.86
P4	30	1400	132	1.06
P5	30	1800	178	1.36
P6	40	1800	188	1.33
P7	40	1800	207	1.34
P8	60	1800	241	1.51
P9	60	1800	241	1.51
P10	60	300	106	0.90
P11	60	700	137	1.15
P12	60	1000	207	1.74
P13	60	1000	231	1.93

19700 TEMESCAL CANYON RD. CANNABIS RETAIL W/ DELIVERY

PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY

APPLICANT:
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Mankato, MN 56001
954-415-0064
jgarnison@sheenstock.com

PROJECT TITLE:
CUP

LIGHTING SPECS

06.01.21

L4



QTE LED Floodlight



Catalog Number

Notes

Type

For the 2019 and 2020 Annual Report, please visit www.lithonia.com.

Introduction

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

Ordering Information

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

EXAMPLE: QTE LED P2 40K 120 THK DBB

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

FEATURES & SPECIFICATIONS

- INTENDED USE**
Suitable for replacing up to 500W Quartz-Halogen. It is ideal for landscapes, signage, and general purpose lighting in commercial and residential applications.
- CONSTRUCTION**
Die-cast aluminum housing has integral heat sink fins to optimize thermal management. Rated for -40 C to 40 C ambient temperature. Tempered glass lens is fully gasketed. Available with knuckle and yoke mount.
- FINISH**
Powder coat finish for protection from corrosion and weathering. Available in black, bronze or white.
- ELECTRICAL**
Chip-on-board (COB) LEDs are directly coupled to the housing to maximize heat dissipation and lifespan (L70, 50,000 hrs.) at 70 degree protection.

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



COMMERCIAL/OUTDOOR
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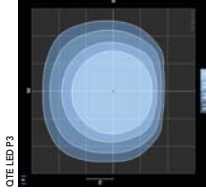
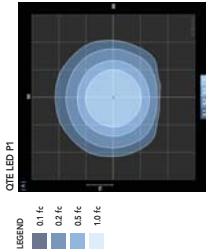
QTE LED
Rev. 03/2021
Page 1 of 2

Performance Data

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

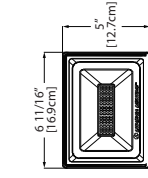
Photometric Diagrams

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

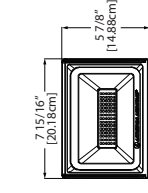


Dimensions

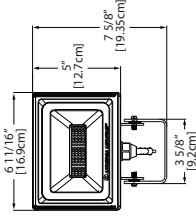
QTE P1/P2 knuckle



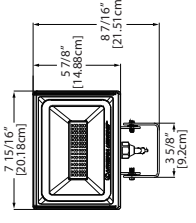
QTE P3 knuckle



QTE P1/P2 yoke



QTE P3 yoke



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QTE LED
Rev. 03/2021
Page 2 of 2

APPLICANT:

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

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

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

PROJECT TITLE:

CUP

LIGHTING SPECS

06.01.21

L5

APPLICANT:

Derek F. Catalano
4079 Stacy Ridge Circle
Naperville, IL 60563
955-415-0064
derekc94@aol.com

DESIGN:

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

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

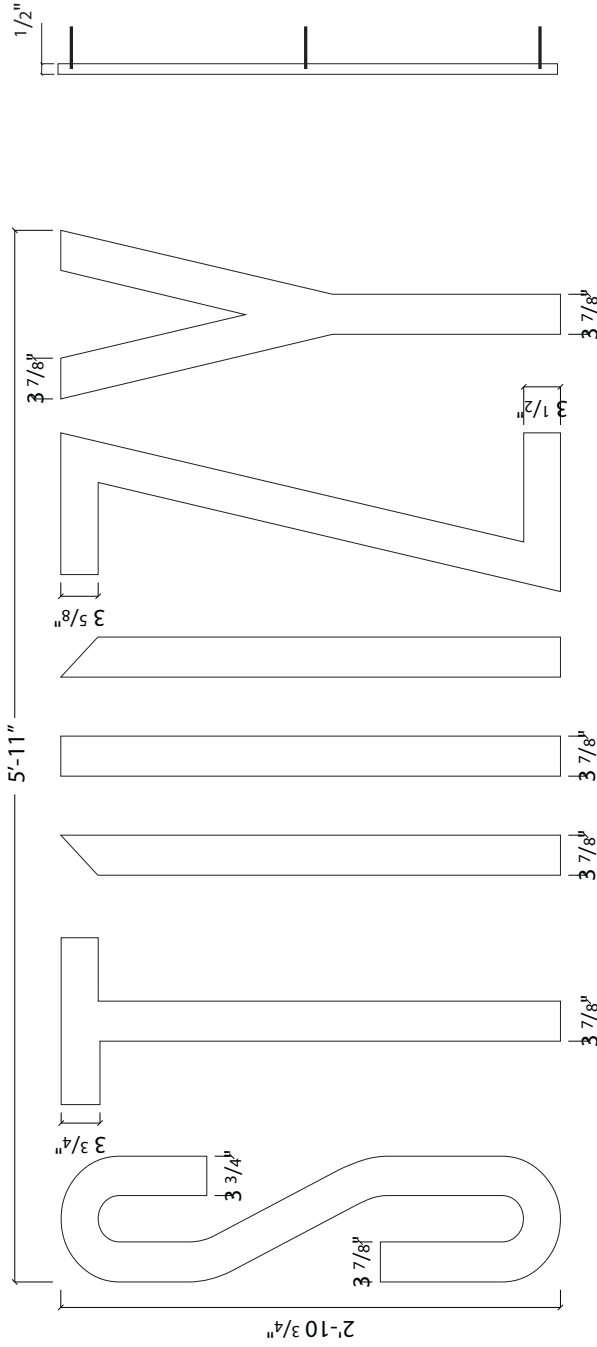
PROJECT TITLE:

CUP

SIGN PROGRAM

06.01.21

SN1



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

APPLICANT:

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

DESIGN:

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

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

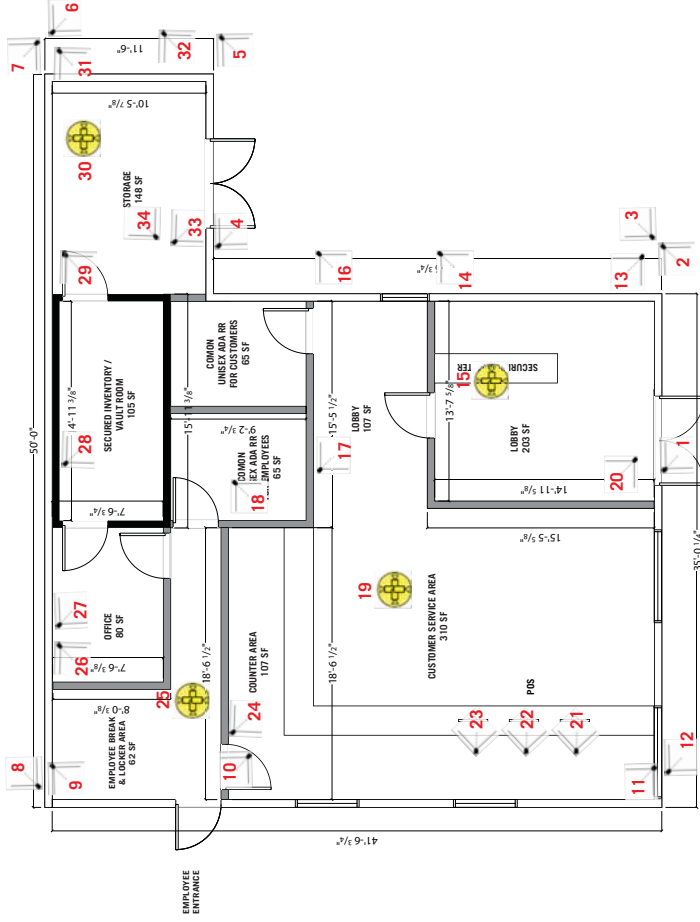
PROJECT TITLE:

CUP

SECURITY PLAN

7.18.20

A3



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

WALL LEGEND:

(E) DEMISING WALL TO REMAIN

(N) NONLOADBEARING 1 HR FIRERATED PARTITION WALL

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

Plan: CUP190010

Parcel: 277110040

60. Prior To Grading Permit Issuance

Survey

060 - Survey. 1

R O W - DEDICATION

Not Satisfied

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

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

80. Prior To Building Permit Issuance

Fire

080 - Fire. 1

Prior to permit

Not Satisfied

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

080 - Fire. 2

Prior to permit

Not Satisfied

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

080 - Fire. 3

Prior to permit

Not Satisfied

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

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

Plan: CUP190010

Parcel: 277110040

80. Prior To Building Permit Issuance

Fire

080 - Fire. 3 Prior to permit (cont.) Not Satisfied
to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 4 Prior to permit Not Satisfied
Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours and if open flame devices will be on site.

Planning

080 - Planning. 1 Fee Status Not Satisfied
Prior to issuance of building permits for CUP190010, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

Survey

080 - Survey. 1 R O W - DEDICATION Not Satisfied
Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.
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Transportation

080 - Transportation. 1 R O W - DEDICATION Not Satisfied
Sufficient IRREVOCABLE public street right-of-way along Temescal Canyon Road (project boundary) shall be conveyed via an Irrevocable Offer of Dedication for public use to provide for a 64 foot half-width dedicated right-of-way per County Standard No. 92, Ordinance No. 461.
At the time the County of Riverside accepts the herein described Irrevocable Offer of Dedication; upon request of the Director of Transportation and at the owner's expense, the owner shall demolish/relocate any and all encroachments, parking stalls, fences, and/or structures immediately. Any requirement for a new Water Quality Management Plan that may apply shall be provided by the owner at his/her expense. No additional encroachments shall be allowed within the herein described dedication.

90. Prior to Building Final Inspection

Waste Resources

Plan: CUP190010

Parcel: 277110040

90. Prior to Building Final Inspection

Waste Resources

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

Form D – Mandatory Commercial Recycling and Organics Recycling

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



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

Juan C. Perez
Agency Director



01/20/21, 3:44 pm

CUP190010

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190010. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1 AND - Preamble

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

Advisory Notification. 2 AND - Project Description & Operational Limits

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

Advisory Notification. 3 AND - Exhibits

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

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

Advisory Notification. 4 AND - Federal, State & Local Regulation Compliance

1. Compliance with applicable Federal Regulations, including, but not limited to:
 - National Pollutant Discharge Elimination System (NPDES)
 - Clean Water Act
 - Migratory Bird Treaty Act (MBTA)
2. Compliance with applicable State Regulations, including, but not limited to:
 - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

Water Quality Control Board (RWQCB.)

- Government Code Section 66020 (90 Days to Protest)
- Government Code Section 66499.37 (Hold Harmless)
- State Subdivision Map Act
- Native American Cultural Resources, and Human Remains (Inadvertent Find)
- School District Impact Compliance
- Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)

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

- Ord. No. 348 (Land Use Planning and Zoning Regulations)
- Ord. No. 413 (Regulating Vehicle Parking)
- Ord. No. 457 (Building Requirements)
- Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
- Ord. No. 460 (Division of Land)
- Ord. No. 461 (Road Improvement Standards)
- Ord. No. 484 (Control of Blowing Sand)
- Ord. No. 625 (Right to Farm)
- Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
- Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
- Ord. No. 878 (Regarding Noisy Animals)
- Ord. No. 671 (Consolidated Fees)
- Ord. No. 679 (Directional Signs for Subdivisions)
- Ord. No. 787 (Fire Code)
- Ord. No. 847 (Regulating Noise)
- Ord. No. 857 (Business Licensing)
- Ord. No. 859 (Water Efficient Landscape Requirements)
- Ord. No. 915 (Regulating Outdoor Lighting)
- Ord. No. 916 (Cottage Food Operations)
- Ord. No. 927 (Regulating Short Term Rentals)

4. Mitigation Fee Ordinances

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

E Health

E Health. 1

Gen - Custom

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

E Health. 2

OWTS Certification

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

ADVISORY NOTIFICATION DOCUMENT

E Health

E Health. 2 OWTS Certification (cont.)

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

General

General. 1 General – Business Licensing

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

General. 2 General – Causes for Revocation

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

- (a) to be in violation of the terms and conditions of this permit; and/or,
- (b) to have been obtained by fraud or perjured testimony; and/or,
- (c) to be detrimental to the public health, safety or general welfare, or is a public nuisance,

then this permit shall be subject to revocation procedures.

General. 3 General – Ceased Operations

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

General. 4 General – Hold Harmless

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

- (a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,
 - (b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the project, including, but not limited to, decisions made in response to California Public Records Act requests; and
- (a) and (b) above are hereinafter collectively referred to as "LITIGATION."

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

ADVISORY NOTIFICATION DOCUMENT

General

General. 7

General – Unanticipated Resources (cont.)

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

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

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

Planning

Planning. 1

General - A. Application Requirements

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

Planning. 2

General - B. State License Required

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

Planning. 3

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

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

Planning. 4

General - D. Health and Safety

Commercial Cannabis Activities shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public. Commercial Cannabis Activities shall not create a public nuisance or adversely affect the health or safety of the nearby residents, businesses or employees working at the Commercial

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 4 **General - D. Health and Safety (cont.)**

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. 5 **General - E. Development Agreement**

No approval required by this ordinance shall be given for any permit for a Commercial Cannabis Activity unless the Board of Supervisors prior to or concurrently with approves a development agreement, pursuant to Section 18.26b of this ordinance, setting forth the terms and conditions under which the Commercial Cannabis Activity will operate in addition to the requirements of this ordinance, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a Commercial Cannabis Activity shall be allowed to begin until the development agreement is effective.

Planning. 6 **General - F. Nuisance Odors**

All Commercial Cannabis Activities shall be sited and operated in a manner that prevents Cannabis nuisance odors from being detected offsite. All Commercial Cannabis Activities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Commercial Cannabis Activity that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the Commercial Cannabis Activity. In order to control nuisances such as odors, humidity and mold, Commercial Cannabis Activities shall install and maintain at the minimum, the following equipment, or any other equipment that can be proven to be an equally or more effective method or technology to control these nuisances:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.

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

1. All operators and all employees of a Commercial Cannabis Activity must be 21 years of age or older.
2. Operators shall be subject to background checks.
3. Permits for Commercial Cannabis Activities shall not be granted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code and subdivision (c) of Section 1192.7 of the Penal Code.
4. Applicants providing false or misleading information in the permitting process will result in rejection of

ADVISORY NOTIFICATION DOCUMENT

Planning

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

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

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

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

Planning. 9 General - I. Hours of Operation

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

Planning. 10 General - J. Inspections

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

Planning. 11 General - K. Monitoring Program

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

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

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

Planning. 13 General - M. Restriction on Consumption

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

Planning. 14 General - N. Security - Part 1

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 14

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

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

Planning. 15

General - N. Security - Part 2

6. Sensors shall be installed to detect entry and exit from all secure areas.
7. Panic buttons shall be installed in all Commercial Cannabis Activities.
8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.
10. A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.
11. A Commercial Cannabis Activity shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.
12. The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sheriff's Department immediately after discovering any of the following:
 - a. Significant discrepancies identified during inventory.
 - b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 15

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

employee of the Commercial Cannabis Activity.

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

d. Any other breach of security.

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

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

Planning. 16

General - O. Permit and License Posting

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

Planning. 17

General - P. Signage

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

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

2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.

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

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

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

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

7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice

ADVISORY NOTIFICATION DOCUMENT

Planning

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

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

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

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

Planning. 18 General - Q. Records

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

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

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

Planning. 19 General - R. Water

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

Planning. 20 General - S. Waste Water

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

ADVISORY NOTIFICATION DOCUMENT

Planning

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

Planning. 21 General - T. Parking

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

Planning. 22 General - U. Visibility

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

Planning. 23 General - V. Hazardous Materials

All Commercial Cannabis Activities that utilize hazardous materials shall comply with applicable hazardous waste generator, Riverside County Ordinance No. 615, and hazardous materials handling, Riverside County Ordinance No. 651, requirements and maintain any applicable permits for these programs from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner.

Planning. 24 General - W. Compliance with Local and State Laws and Regulations

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

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

Planning. 25 General - X. Material Alterations to Premises

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

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

Planning-All. 8 Cannabis Retail Operations - 3

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

Planning-All. 9 Cannabis Retail Operations - 4

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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

Planning-All. 12 Cannabis Retail Operations - 7

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

Planning-All. 13 Cannabis Retail Operations - 8

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

Planning-All. 14 Cannabis Retail Operations - 9

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

Transportation

Transportation. 1 GENERAL CONDITIONS

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

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 GENERAL CONDITIONS (cont.)

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

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

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach
Assistant TLMA Director

April 19, 2021

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

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

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

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

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

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

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

Sincerely,

RIVERSIDE COUNTY PLANNING DEPARTMENT
John Hildebrand, Planning Director



Mina Morgan, Contract Planner

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P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

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Palm Desert, California 92211
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RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: Derek Catalano

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

Mailing Address: 4079 Shady Ridge Circle

Street

Corona CA 92881

City State ZIP

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

Engineer/Representative Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____

Street

City State ZIP

Daytime Phone No: (_____) _____ Fax No: (_____) _____

Property Owner Name: Derek Catalano

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

Mailing Address: 4079 Shady Ridge Circle

Street

Corona CA 92881

City State ZIP

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

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APPLICATION FOR LAND USE AND DEVELOPMENT

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

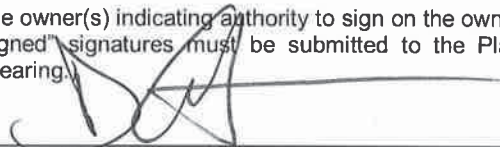
AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

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

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

Derek Catalano

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

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

PROPERTY INFORMATION:

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

Approximate Gross Acreage: _____

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

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

Commercial cannabis retail storefront with delivery

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

Number of existing lots: _____

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

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

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

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

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

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

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

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

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

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

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

Is this an application for a development permit? Yes No

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

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

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

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

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

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

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

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

Name of Applicant: Derek Catalano

Address: 4079 Shady Ridge Circle; Corona, CA 92881

Phone number: 951 415 0064

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

Local Agency: County of Riverside

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

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

Regulatory Identification number: _____

Date of list: _____

Applicant: _____ Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

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

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

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

Owner/Authorized Agent (1) _____ Date _____

Owner/Authorized Agent (2) _____ Date _____

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR DEVELOPMENT AGREEMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: Derek Catalano

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

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

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

Engineer/Representative Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____
Street
City State ZIP

Daytime Phone No: () _____ Fax No: () _____

Property Owner Name: Derek Catalano

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

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

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APPLICATION FOR DEVELOPMENT AGREEMENT

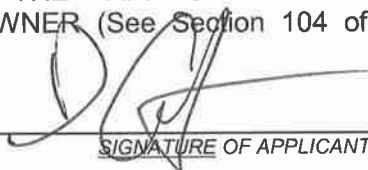
DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:

To open a commercial cannabis retail storefront with delivery

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

Derek Catalano

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

DESCRIBE OWNER'S INTEREST IN THE PROPERTY:

To open a commercial cannabis retail storefront with delivery

Derek Catalano

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

PROPERTY INFORMATION:

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

Approximate Gross Acreage: _____

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

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E,
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

Property Owner(s) Signature(s) and Date

Derek Catalano

Printed Name of Owner

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

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

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

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

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INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

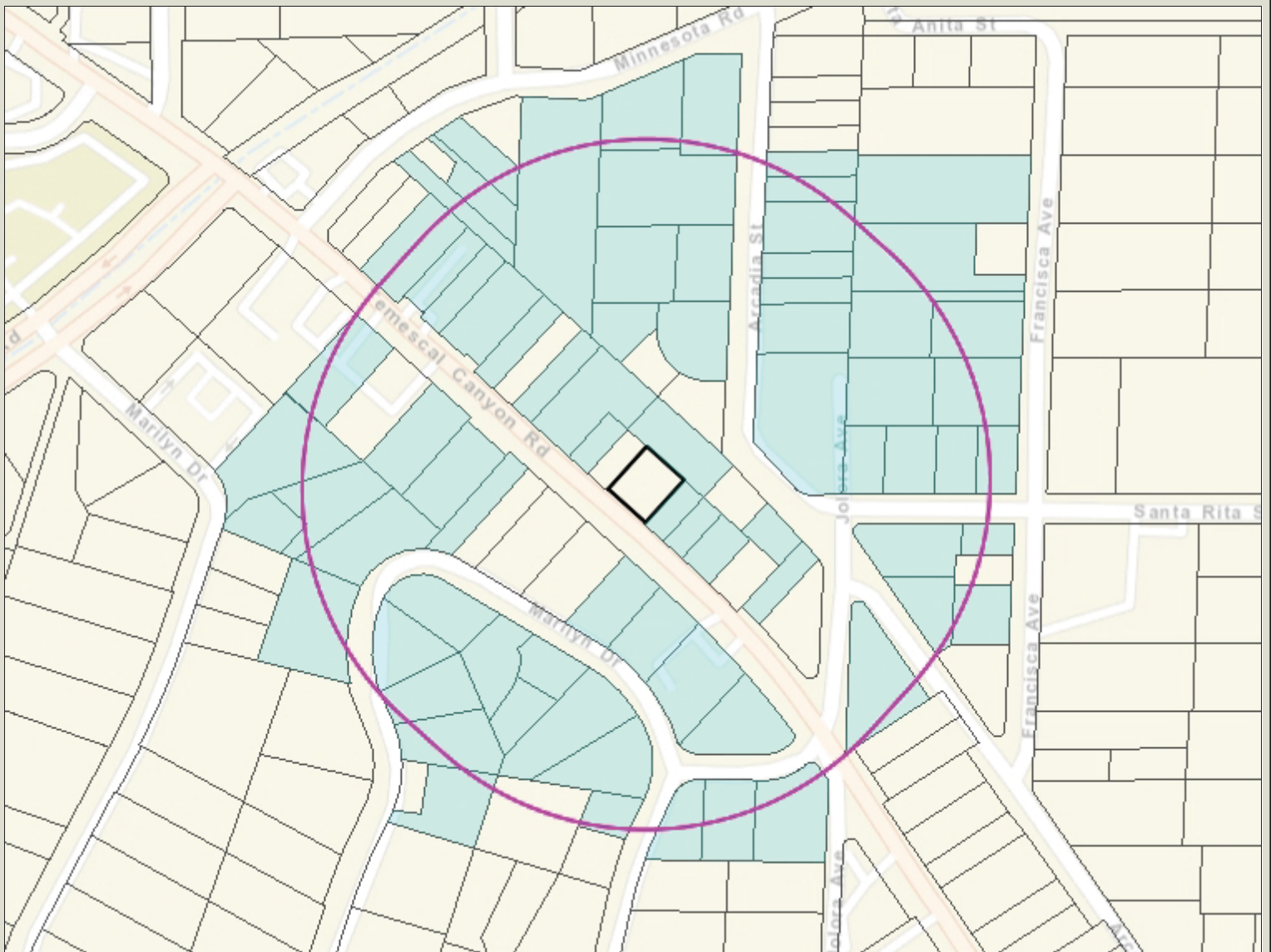
If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

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

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

Riverside County GIS Mailing Labels

CUP190010 (600 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0 376 752 Feet

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

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

© Riverside County RCIT

PROPERTY OWNERS CERTIFICATION FORM

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

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

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

Company or Individual's Name RCIT - GIS,

Distance buffered 1000'

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

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

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

277110004
ROGELIO WENCES
6724 MORRILL AVE
WHITTIER CA 90606

277110021
FORREST LYNN JENSEN
7486 SMERBER RD
CORONA CA 92881

277110034
FRANK J. BARTOLINI
19660 ARCADIA ST
CORONA CA 92881

277110050
DENNIS WOODLAND
19760 TEMESCAL CANYON RD
CORONA CA 92881

277110054
MARILYN A. MATHENY
19731 JOLORA AVE
CORONA CA 92881

277110064
ALIX D. SINGH
19600 ARCADIA ST
CORONA CA 92881

277110001
LAWRENCE HAYDEN
7891 MINNESOTA RD
CORONA CA 92881

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

277110036
MICHAEL V. CRUZ
19650 ARCADIA ST
CORONA CA 92881

277110053
CHRISTOPHER MICHAEL FOBAR
19576 ARCADIA ST
CORONA CA 92881

277151001
RICHARD FLYNN
19540 CARMELITA AVE
CORONA CA 92881

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

277151014
KRISTIAN GARCIA
7834 MARILYN DR
CORONA CA 92881

277152007
CYNTHIA M. RODARTE
7901 MARILYN DR
CORONA CA 92881

277122008
DEREK CATALANO
4079 SHADY RIDGE CIR
CORONA CA 92881

277152003
DEJON L. ANDERSON
7831 MARILYN DR
CORONA CA 92881

277163003
JACOBO RAMIREZ
19790 GRANT ST
CORONA CA 92881

277110015
DEREK FRANK CATALANO
4079 SHADY RIDGE CIR
CORONA CA 92881

277151013
THOMAS E. MOORE
7840 MARILYN DR
CORONA CA 92881

277152002
JEFFREY WAGONER
7801 MARILYN DR
CORONA CA 92881

279031006
EULALIA VALENZUELA
19601 FRANCISCA AVE
CORONA CA 92881

279041011
JOHN S. GUTIERREZ
19711 FRANCISCA AVE
CORONA CA 92881

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

279031005
DAVID M. WADSWORTH
9597 FRANCISCA AVE
CORONA CA 92881

277122002
RAUL MONTES
7855 MINNESOTA RD
CORONA CA 92881

277122003
FABIAN R. ROJAS
7847 MINNESOTA RD
CORONA CA 92881

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

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

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

277151015
BETSABE VELA GARCIA
7296 MARILYN DR
CORONA CA 92881

277152008
JAMES R. HILDEBRAND
1590 HEARTLAND WAY
CORONA CA 92881

277152009
BRADFORD JAMES RICHARDSON
19819 GRANT ST
CORONA CA 92881

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

279041013
MARTIN DEANDA
1840 BEL AIR
CORONA CA 92881

279042006
ANTHONY DEBIASE
8040 SANTA RITA ST
CORONA CA 92881

279042001
CARLOS FLORES RODRIGUEZ
4255 FLOYD DR
CORONA CA 92883

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

279031009
RUBEN DELATORRE
8008 SANTA RITA ST
CORONA CA 92881

279041006
MICHAEL ANTHONY MCMASTER
16550 TIGER LILLY WAY
RIVERSIDE CA 92503

277110007
ERIC DORN
PO BOX 1286
PARAMOUNT CA 90723

277110010
DEMIRAL EMMA SOLIMAN
2900 GARRETSON AVE
CORONA CA 92881

277110025
VALENTIN ZAPATA
19741 ARCADIA ST
CORONA CA 92881

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

277110059
ROBERT LYLE WHITACRE
981 KIRKWOOD LN
LA HABRA CA 90631

277151004
RANDALL PHILLIP
2248 BURNING TREE DR
CORONA CA 92882

277151016
STEVEN STRUTHERS
7300 MARILYN DR
CORONA CA 92881

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

277110006
JUAN C. PAN
19837 ARCADIA ST
CORONA CA 92881

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

277110066
GABRIEL FLORES
19730 KATY WAY
CORONA CA 92881

277151003
EDWARD SHAPIRO
570 CHARRO WAY
NIPOMO CA 93444

277152005
TIM R. WALDREP
7873 MARILYN DR
CORONA CA 92881

277152006
ALEJANDRA OCHOA
7885 MARILYN DR
CORONA CA 92881

277162002
KELLER ORGANIZATION INC
5341 SIERRA VISTA AVE
RIVERSIDE CA 92505

277162004
MIGUEL BAUTISTA
19801 GRANT ST
CORONA CA 92881

279041007
ANGIE SOLIS
8035 SANTA RITA ST
CORONA CA 92881

277110005
ANGEL SALGADO
19587 ARCADIA ST
CORONA CA 92881

277110044
MARGUERITE R. HUME
210 WARBLOOD WAY
NORCO CA 92860

277110065
ESTRELLA VARELA
19596 ARCADIA ST
CORONA CA 92881

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

277122011
TEM CAN PARTNERS INC
2933 PICASSO DR
BONITA CA 91982

277110012
JOHNNIE HARMISON
19654 TEMESCAL CANYON RD
CORONA CA 92881

279042002
DAVE RUTKOSKI
8004 SANTA RITA ST
CORONA CA 92881

279031010
ADRIAN E. MARTINEZ
19613 FRANCISCA AVE
CORONA CA 92881

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

277110020
MARK F. SAUER
19720 TEMESCAL CYN
CORONA CA 92881

277122009
ELIZABETH WOHL
6 WOLFE CANYON RD
KENTFIELD CA 94904

277151009
ROSIE MARTINEZ
1080 1ST ST
NORCO CA 92860

277151020
ANDREW W. ELLIS
7828 MARILYN DR
CORONA CA 92881

277152001
DAVID EDWARD BOURNE
7793 MARILYN DR
CORONA CA 92881

277163001
RODERICK C. BENFORD
19789 EVELYN ST
CORONA CA 92881

277163002
JOSEPH S. LOWERY
19790 GRANT ST
CORONA CA 92881

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

277151005
JAMES MARTINEZ
1080 1ST ST
NORCO CA 92860

277152004
RYAN DOUGLAS WILLIAMSON
7861 MARILYN DR
CORONA CA 92881



PLEASE JOIN US AT OUR VIRTUAL COMMUNITY MEETING	
WHAT	Let's Talk Cannabis, Retail and Your Community for a proposed Retail Store Front at 19700 Temescal Canyon Road, Corona, CA 92881
WHEN	Thursday, June 3rd, 2021
TIME	6:00 pm to 7:00 pm
WHERE	ZOOM link: https://bit.ly/3v4Anl4

Dear neighbor,

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

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

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

For questions or comments, please contact Amy Gammon at amy.gammon@shrynegroup.com.

We look forward to engaging with you.

Sincerely,

Shryne Group Management

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

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

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

SCOPE OF WORK:

CONDITIONAL USE PERMIT FOR CANNABIS FACILITY :RETAIL W/ DELIVERY

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

APPLICABLE CODES:

- 2016 IRC
- 2016 CBC
- 2016 SBC
- 2016 NBC
- 2016 CALIFORNIA FIRE CODE (CFC).

BUILDING INFO:

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

SHEET INDEX

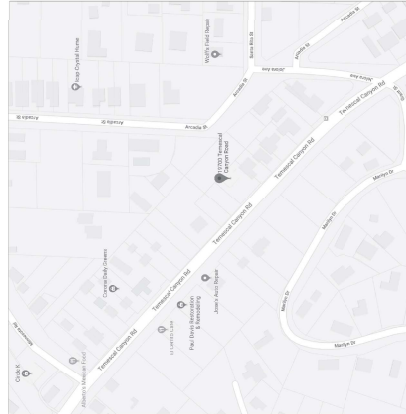
- G1 - COVER SHEET
- S1 - SITE PLAN
- S2 - SITE PHOTO INDEX
- S3 - SITE PHOTO INDEX
- S4 - LANDSCAPE AND SITE LIGHTING PLANS
- A1 - EXTERIOR ELEVATIONS
- A2 - FLOOR PLAN
- A4 - INTERIOR RENDERINGS
- A5 - EXTERIOR RENDERINGS
- A6 - EXTERIOR RENDERINGS - EVENING
- A7 - RENDERED SITE PLAN
- L1 - LIGHTING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

PARKING

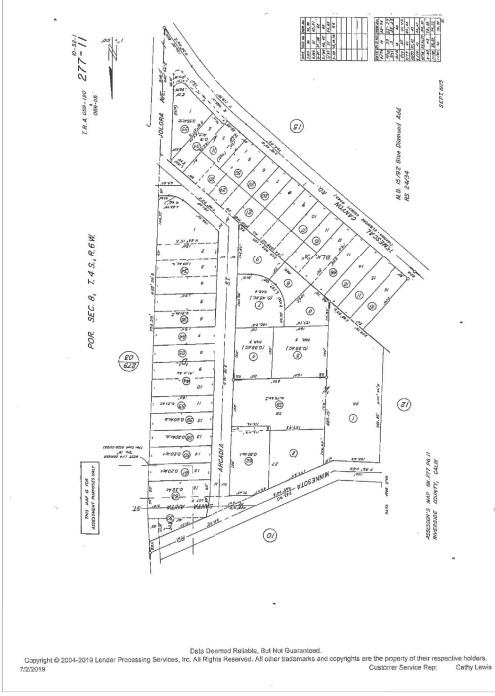
- 8 PARKING SPACES PROVIDED MAIN LOT
- 22 SPACES PROVIDED CONNECTED LOTS (10 & 11)
- 30 SPACES PROVIDED TOTAL

HOURS OF OPERATION

8 AM - 10 PM



VICINITY MAP, NTS.



PARCEL MAP, NTS.

APPLICANT:

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

DESIGN:

SHREINOCK ARCHITECTS
10000 La Tijera Blvd.
7775 Wilbur Pkwy.
STE 250
New Albany, OH 43054
614-891-0000
jannison@shreinock.com

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

PROJECT TITLE:

CUP

COVER SHEET

06.03.21

G1



APPLICANT:

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New Albany, OH 43054
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PLANS FOR CONDITIONAL USE PERMIT AT RIVERSIDE COUNTY
19700 TEMESCAL CANYON RD.
CANNABIS RETAIL W/ DELIVERY

PROJECT TITLE:

CUP

SITE PLAN

06.03.21

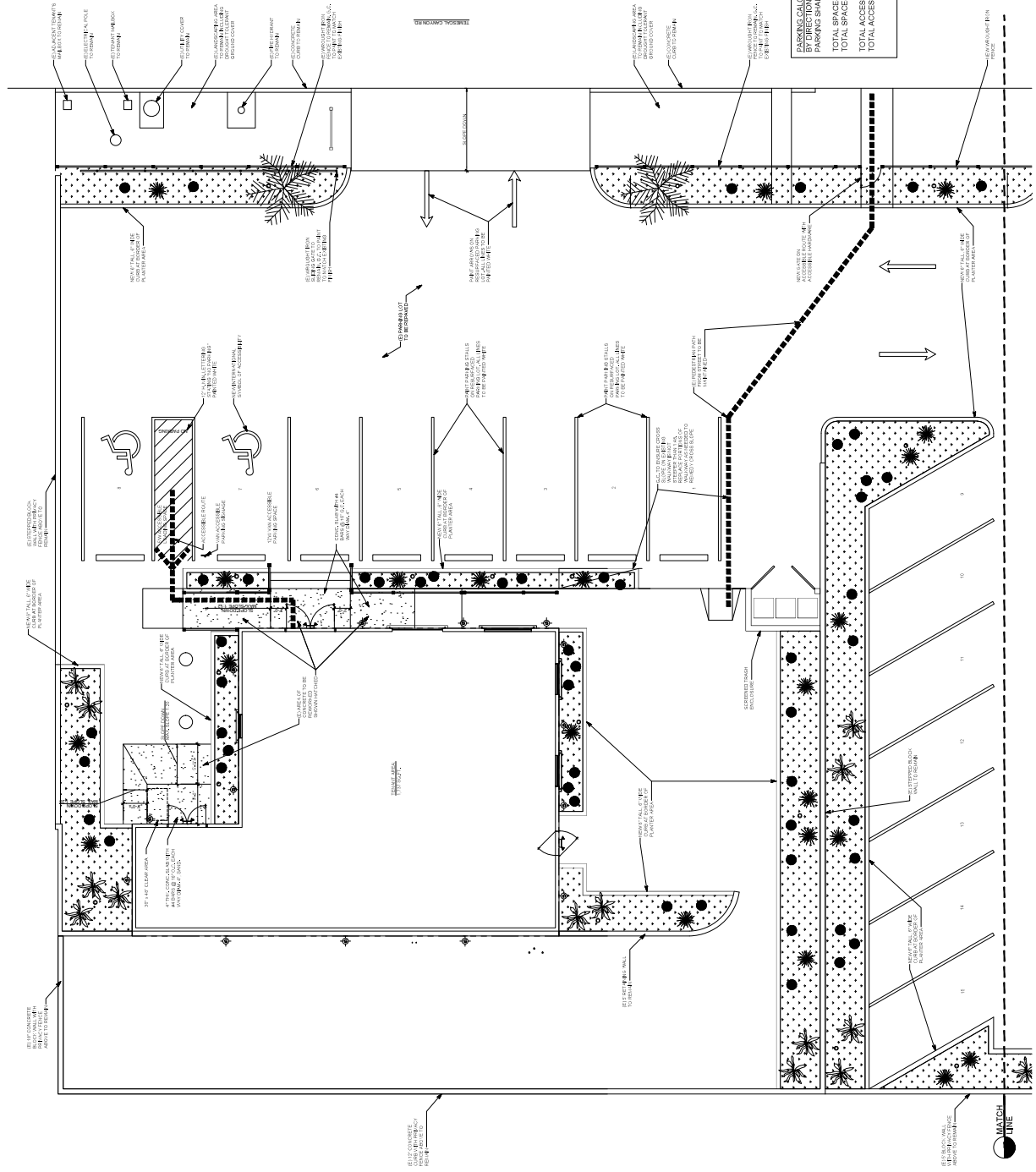
S1

TENANT IMPROVEMENTS

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

RETAIL AREA

768 SF



MATCH LINE

APPLICANT:

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4079 Shady Ridge Circle
Shady Side, OH 44111
954-15-0064
denc646@aol.com

DESIGN:

SHEMISHOCK ARCHITECTS
31075 W. STATE RD. N.
7775 Vinton Pkwy.
STE 230
New Albany, OH 43054
New Albany, OH 43054
jannice@shemishock.com
jannice@shemishock.com

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

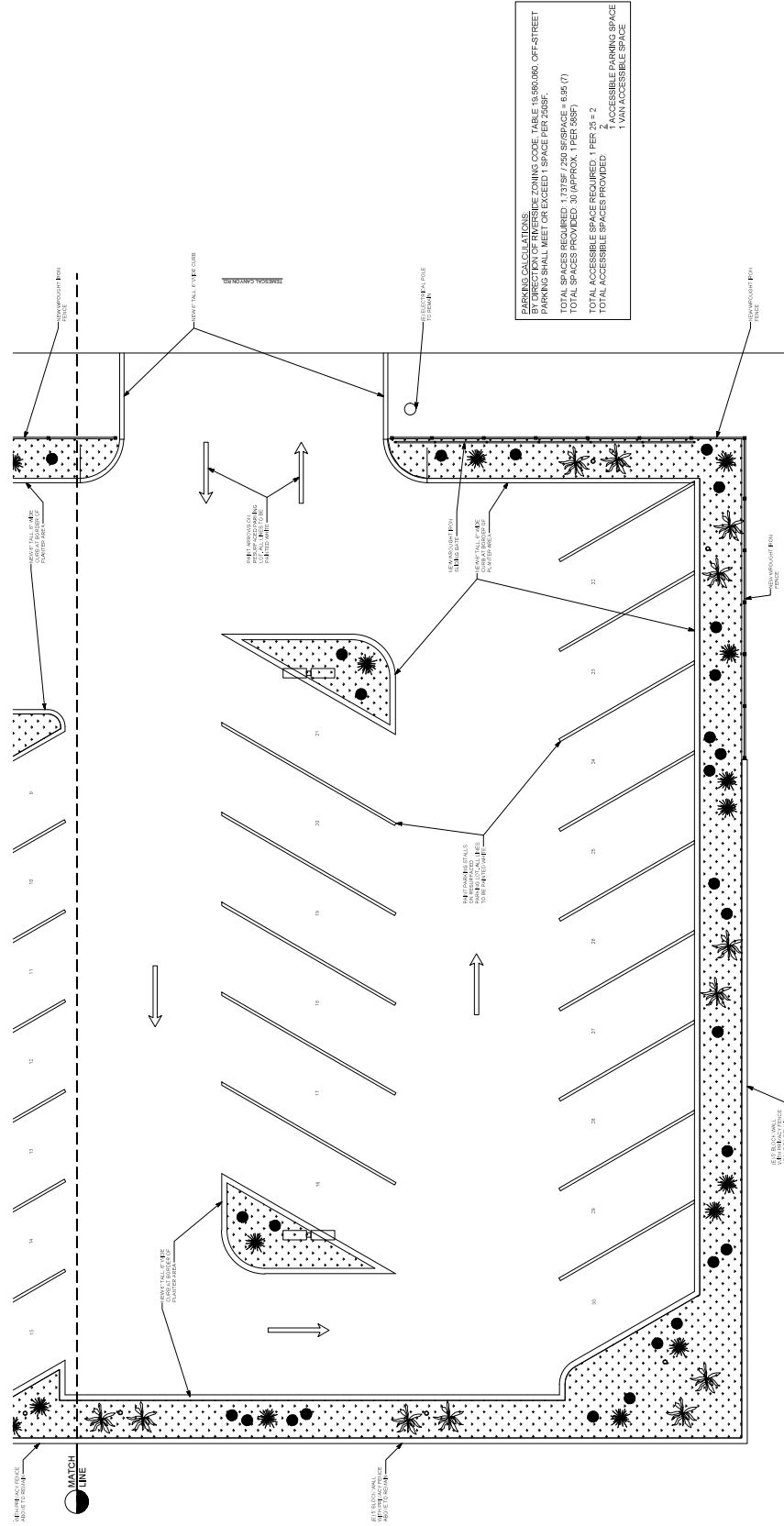
PROJECT TITLE:

CUP

SITE PLAN

06.03.21

S2



MATCH LINE

DRIVE AISLES

PAVEMENT FALL

LANDSCAPING

ENCLOSURE

DRIVE AISLES

PAVEMENT FALL

LANDSCAPING

ENCLOSURE

DRIVE AISLES

PAVEMENT FALL

LANDSCAPING

ENCLOSURE

APPLICANT:

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

DESIGN:

SHREMSHOCK ARCHITECTS
11775 Winton Pkwy.
STE 230
New Albany, OH 43054
New Albany, OH
jannet@shremshock.com

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

PROJECT TITLE:

CUP

**SITE PHOTO
INDEX**

06.03.21

S3

PIC # 1



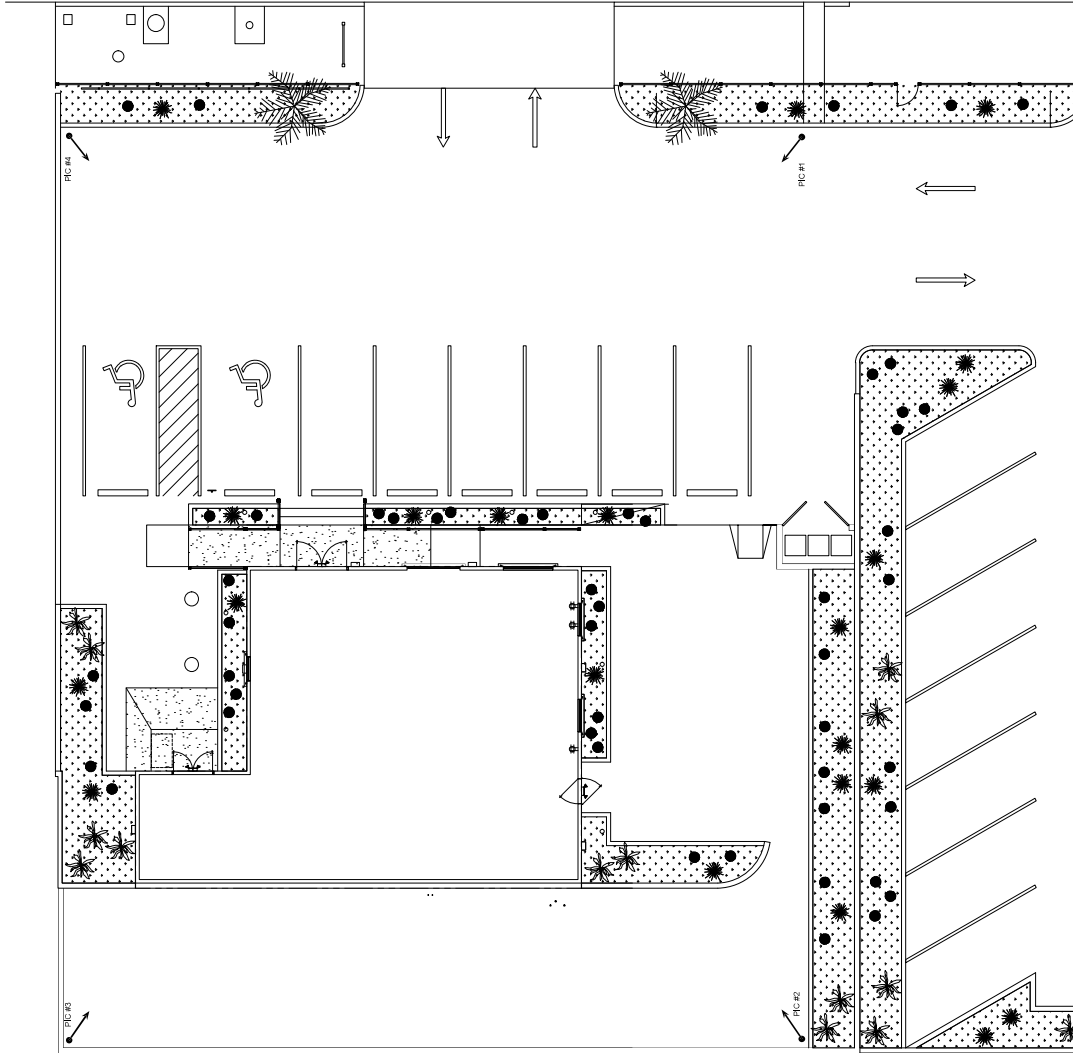
PIC # 2



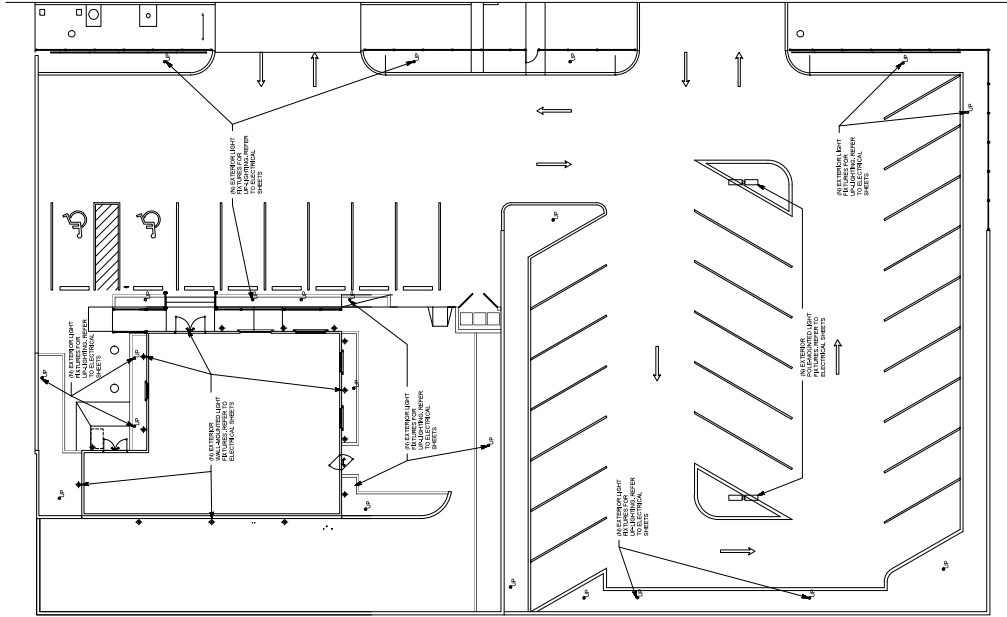
PIC # 3



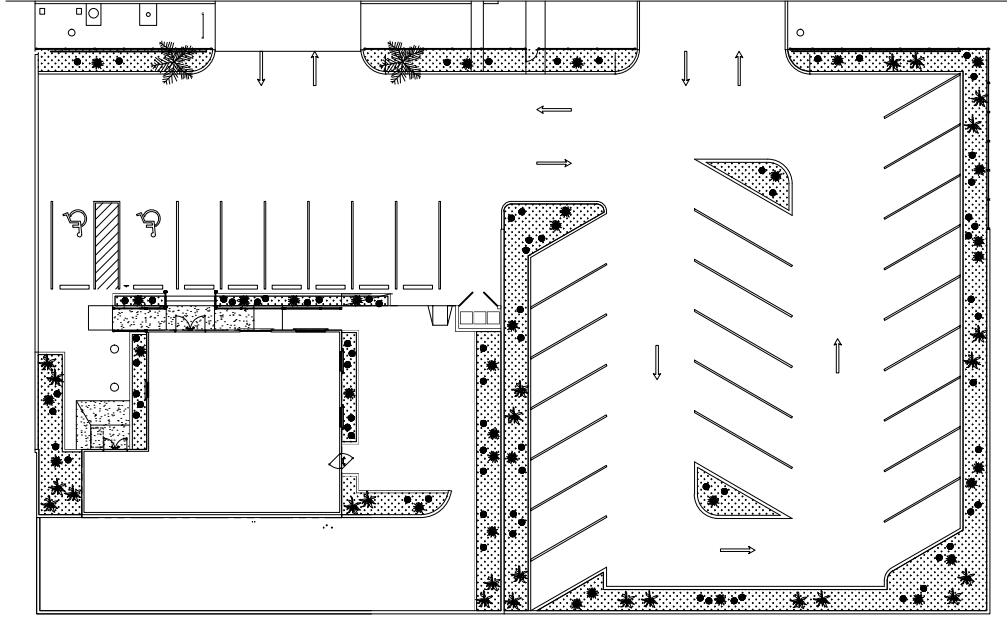
PIC # 4



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



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



APPLICANT:

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 951-415-0064
 derekcf46@aol.com

DESIGN:

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 Ste 230
 New Albany, OH 43054
 614-891-0000
 jannet@shremshock.com

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

PROJECT TITLE:

CUP

LANDSCAPE AND LIGHTING PLANS

06.03.21

S4

APPLICANT:

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jameson@shremshock.com

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

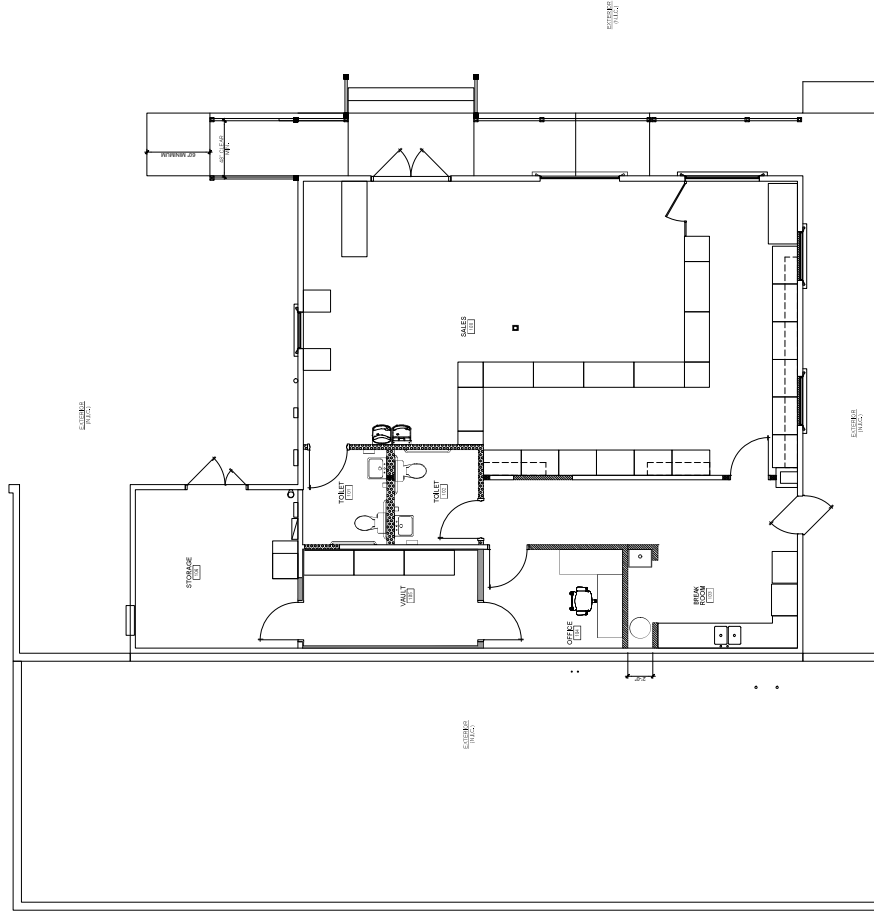
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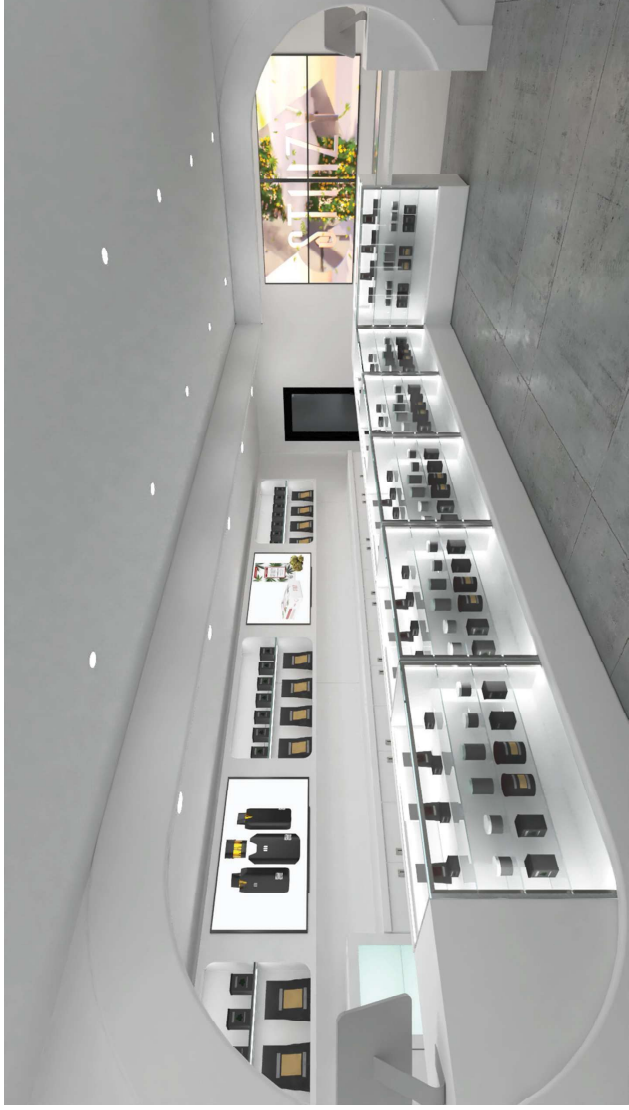
CUP

FLOOR PLAN

06.03.21

A2





INTERIOR RENDERINGS

APPLICANT:

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 4078 Shady Ridge Circle
 Columbus, OH 43231
 614-291-1111
 derekcf46@aol.com

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 New Albany, OH 43054
 jamieson@shremshock.com

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

PROJECT TITLE:

CUP

INTERIOR
 RENDERINGS

06.03.21

A4



EXTERIOR RENDERINGS

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derekcf46@aol.com

DESIGN:

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New Albany, OH 43054
New Albany, OH
jameson@shremshock.com

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

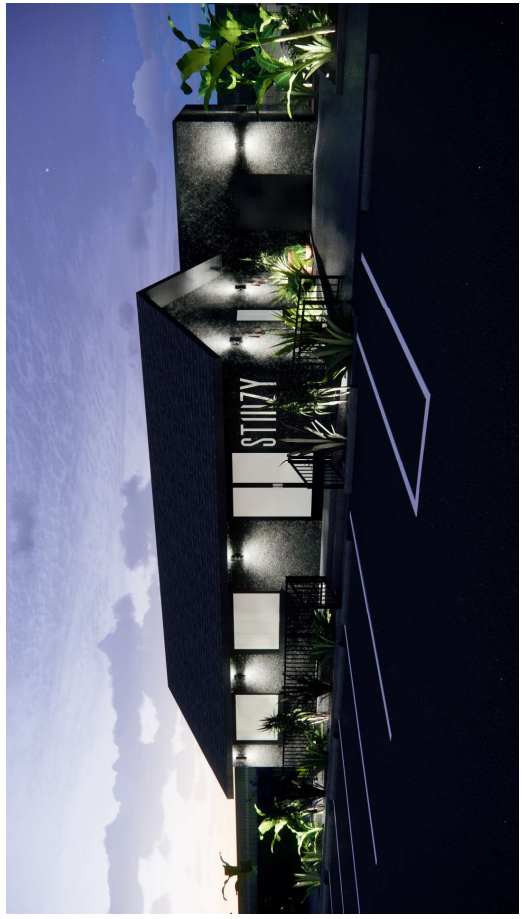
PROJECT TITLE:

CUP

EXTERIOR
RENDERINGS

06.03.21

A5



EXTERIOR RENDERINGS - EVENING

APPLICANT:
 Derek F. Catalano
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 951-415-0064
 derekcf@afai.com

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 New Albany, OH
 jtamson@shremshock.com

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

PROJECT TITLE:
 CUP

EXTERIOR
 RENDERINGS
 06.03.21

A6



APPLICANT:

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DESIGN:

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james@shremshock.com
james@shremshock.com

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

PROJECT TITLE:

CUP

SITE
RENDERINGS

06.03.21

A7



CLAUDE
CANNABIS
NOTES
TYPE



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

LOWELL LED

HIGHLIGHTS

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



LOWELL | 2

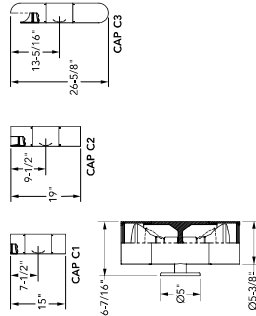
ORDERING INFORMATION

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

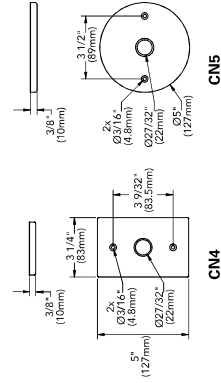
Series*	Source*	Color Temperature*	Voltage*	Distribution*	Mounting Accessories*	Options†	Internal Finish
LOWELL	2/9LED38	30K 40K 50K	120 277	NSP Narrow Spot NFL Narrow Flood FL Flood	CM4 Rectangular canopy CNS Round 5" canopy	IHL Hexagonal Lens L1 Prismatic Lens L2 Linear Spread Lens L3 Softening Lens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

Notes:
1. All internal finishes can be specified.
2. NSS paint uses specialty pigments to give a natural appearance that may vary by fixture.

DIMENSIONS



MOUNTING



LIGHTING SPECS

06.03.21

L1

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

APPLICANT:

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STE 230
New Albany, OH 43054
937-450-0000
jannison@shreinschock.com

PROJECT TITLE:

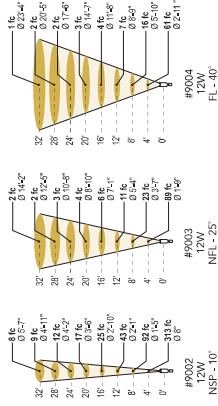
CUP



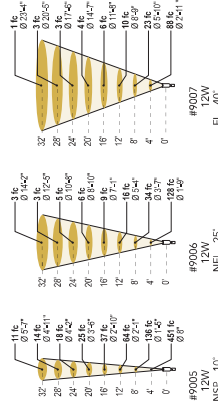
PHOTOMETRIC DIAGRAMS

Be careful! plots for LOWELL LED. To see complete photometric reports or download .asx files for this product, visit www.hydril.com

PHOTOMETRY • LED-38 WARM WHITE 3000K



PHOTOMETRY • LED-38 COOL WHITE 5000K



LED unit independently tested at 60°C ambient temperature in accordance with IESNA LM-79-08 standard.

*All information is subject to change without prior notice. All diameter dimensions are nominal.

SPECIFICATIONS AND FEATURES

CONSTRUCTION: Body and caps cast from 35% - 16 ALUMINUM, stem and mount plate are made of 6061 ALUMINUM. The mounting plate is made of 6061 ALUMINUM with 18 ga. 20°C, 0.004 leads.

LIGHT SOURCE: Hybrid proprietary replaceable LED unit using three (3) High Output LEDs and an integral low voltage (11.5-16V) AC/DC LED driver and a half replaceable optic. All within 3" diameter.

VOLTAGE: 120 or 277

DISTRIBUTION: Available in three (3) beam spreads: Narrow Spot, Narrow Flood, and Flood.

REPLACEMENT: The replaceable LED unit is designed for easy removal and replacement. The LED unit is secured to the mounting plate with a Torx screw. The LED unit is secured to the mounting plate with a Torx screw. The LED unit is secured to the mounting plate with a Torx screw.

POWER SUPPLY: Integral AC LED drivers included.

MOUNTING: CMA for mounting to a rectangular J-box. CMA for mounting to a 5" Round or octagonal J-box.

FINISHES: Available in standard (GIC) polyester powder coat finishes. Custom powder coat finishes are available. For more information, contact factory for more information. *Remote ballast box in standard grey powder coat only.

LISTING: eTLus, suitable for wet locations. Laboratory tests conducted by ETL to UL Standard UL-598 and UL-8750.

BUY AMERICAN: This product is assembled in the USA and meets the Buy American government procurement requirements under FAK, DPAS and DOT. Please refer to www.buyusa.gov for additional information.

WARRANTY: 5-year limited warranty. See www.hydril.com/warranty for details. Consult factory for details.

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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

PROJECT TITLE:
CUP

LIGHTING SPECS

06.03.21

L2

APPLICANT:
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STE 230
New Albany, OH 43054
New Albany, OH
jannet@shremshock.com

ENERGYLITE

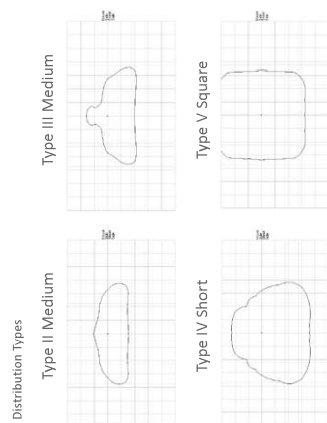
PROJECT TYPE

GridLite

LED SITE LIGHT FIXTURE



- 120-277V Standard; 347-480V option available
- 10 year warranty
- Chip-scale package LEDs
- 0-10V dimming standard; DALI dimming option available
- CFR641 compliant rotating photocell receptacle
- Corrosion resistant powder-coated finish to minimum 3.0 mil thickness
- Die cast aluminum housing designed for optimal thermal performance
- Marine grade finish option available
- Motion sensor option available - bi-level setting standard with low point of 50% and a 15 minute delay
- IDA Dark Sky listed S3000K - Site Arm and Horizontal Tenon only
- IP66 rated optical and electrical chambers
- 15G Bridge Vibration Rated (ANSI CTB36-31-2018)
- Surge Protection (ANSI CTB36-2-2015)
- 10kV SKA Standard; 20kV 10kA optional*
- Suitable for wet locations
- Rated for operation -40°C to 40°C. For 50°C, consult factory
- Adjustable for 1" to 2 1/2" O.D. tenon
- Universal mounting available with the extended site arm



SOLAIS Lighting Solutions

Solaix + EnergyLite | 8655 Corporate Drive, Suite 100 | Frisco, TX 75033 | 469.294.1316
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Client: Essence	Fixture Manufacturer: Solaix	Light Manufacturer: n/a	Type
Cat#: GL2	Cat#: n/a	Cat#: n/a	

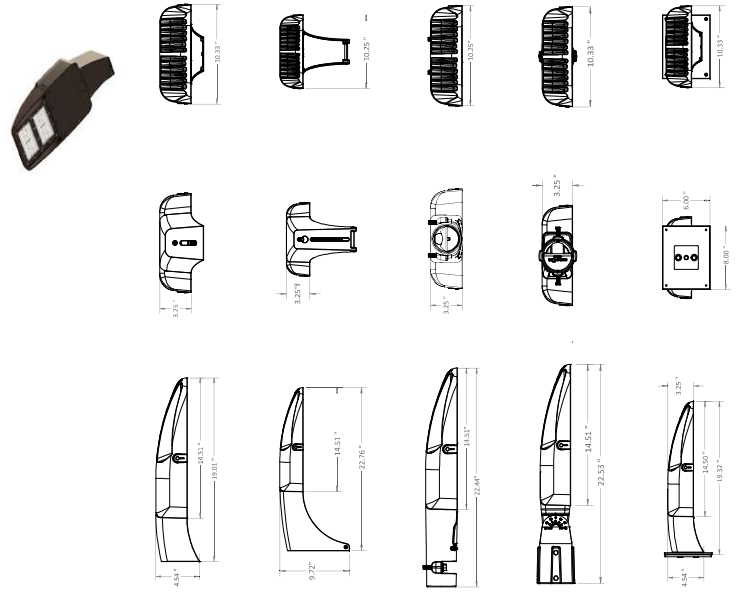
Capital Light is not responsible for inaccuracies in manufacturers published specifications

ENERGYLITE

PROJECT TYPE

GL2 GridLite

LED SITE LIGHT FIXTURE



- Site Arm: 13.1 lbs.
- Extended Site Arm: 13.5 lbs.
- Horizontal Tenon: 12.2 lbs.
- Knuckle: 12.6 lbs.
- Wall Mount Accessory: 14.6 lbs.

SOLAIS Lighting Solutions

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Client: Essence	Fixture Manufacturer: Solaix	Light Manufacturer: n/a	Type
Cat#: GL2	Cat#: n/a	Cat#: n/a	

Capital Light is not responsible for inaccuracies in manufacturers published specifications

APPLICANT:
Derek F. Catalano
4079 Shady Ridge Circle
Springdale, AR 72761
951-415-0064
dencf4@ad.com

DESIGN:
SHEMISHOCK ARCHITECTS
10000 N. 10th St.
7779 Walnut Pkwy.
Suite 230
New Albany, OH 43054
New Albany, OH
jannison@shemishock.com

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

PROJECT TITLE:
CUP

LIGHTING SPECS
06.03.21

L3

GL2 GridLite

LED SITE LIGHT FIXTURE

ENERGYLITE

PROJECT TYPE

APPLICANT:
Derek F. Catalano
4078 Shady Ridge Circle
Cincinnati, OH 45241
951-415-0064
denc@dfc@aol.com

DESIGN:
SHEMISHOCK ARCHITECTS
13500 Shiloh Road
7775 Valley View
STE 250
New Albany, OH 43054
New Albany, OH
jannet@shemishock.com

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

PROJECT TITLE:
CUP

LIGHTING SPECS

06.03.21

L4

Package	Drive Current (mA)	Color Temperature (CCT)	Input Power (Watts)	TYPE II MEDIUM AT70 CRI			TYPE III MEDIUM AT70 CRI			TYPE IV SHORT AT70 CRI			TYPE V SQUARE AT70 CRI		
Luminous Flux Output (Nominal Lumens)	Efficacy (lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (lumens per Watt)	BUG Rating	Luminous Flux Output (Nominal Lumens)	Efficacy (lumens per Watt)	BUG Rating	
9	309mA	4000K / 5000K	73	9,417	129		9,344	128	8,595	122		9,173	128		
10	479mA	3000K	85	10,540	125		10,540	125	10,540	125		10,540	125		
11	530mA	4000K / 5000K	95	11,940	126		11,790	125	11,270	119		11,870	125		
12	609mA	3000K	110	13,590	124		13,590	123	13,080	117		13,370	124		
13	659mA	4000K / 5000K	118	14,450	121	81-100-G2	14,070	119	13,330	113		12,890	119	84-10-G2	
14	709mA	3000K	127	15,450	117		15,370	116	14,850	110		14,680	116		
15	759mA	4000K / 5000K	140	16,490	116		16,090	114	15,370	109	81-100-G3	16,190	115		
16	809mA	3000K	154	17,590	114		17,250	112	16,560	108		16,920	112		
17	859mA	4000K / 5000K	165	18,740	111		18,010	109	17,220	104		18,130	110		
18	909mA	3000K	178	19,990	108		19,300	106	18,440	102		19,210	109		
19	959mA	4000K / 5000K	191	21,340	105	81-100-G3	20,710	103	19,830	99	81-100-G3	20,650	105	81-100-G3	
20	1009mA	3000K	204	22,740	102		22,240	101	21,440	97		22,140	102		

Item #	Quantity	Description	Part #	Notes
1	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
2	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
3	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
4	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
5	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
6	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
7	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
8	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
9	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
10	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
11	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
12	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
13	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
14	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
15	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
16	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
17	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
18	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
19	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	
20	10	GridLite LED Site Light Fixtures	GL2-10-10000-3M-T	

* Standard offering. CT for leads not available for other options.
** 200V LEDA surge protection is required for HV, 345-480V

Client: Essence	Fixture Manufacturer:	Luma	Manufacturer:	n/a
Essence	Solais		Cat#:	n/a
Capitol Light		Capitol Light is not responsible for inaccuracies in manufacturers published specifications		





QTE LED Floodlight



Catalog Number	
Finish	
Type	

Refer to the QTE LED Floodlight data sheet for more information.

Introduction

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

Ordering Information

QTELED Series	Performance Package	Color Temperature	120 Voltage	120 lumen output	Mounting	Field of View
P1	2500 lumen, 250W	40K - 5000K*	120	110 lm	Knuckle	DBB
P2	4400 lumen, 40W	50K - 5000K			Yoke	DBB
P3	6500 lumen, 65W					

EXAMPLE: QTE LED P2 40K 120 THK DBB

*Nominal correlated color temperature per ANSI C7837-2015

NOTES

- QTE LED P1 fixtures may be used for submission to Title 24 applications.
- View notes listed below with P1.

FEATURES & SPECIFICATIONS

INTENDED USE: Suitable for replacing up to 500W Quartz Halogen. It is ideal for landscape, signage and general purpose lighting in commercial and residential applications.

CONSTRUCTION: Die-cast aluminum housing has integral heat sink to optimize thermal management. Rated 80-95°C to 40°C ambient temperature. Tempered glass lens fully gasketed.

FINISH: Powder coat finish for protection from corrosion and weathering. Available in black, bronze or white.

ELECTRICAL: Chip-on-board (COB) LEDs are directly coupled to the housing to maximize heat dissipation and lifespan (L70, 50,000 hrs.) at 40°C junction temp.

INSTALLATION

Use suitable high temperature junction box or under building cover. Suitable for ground-mount applications.

LISTINGS

UL Certified to US and Canadian safety standards. Wet Location listed. Designed to UL and Canadian safety standards. Wet Location listed. Designated by UL as a Class II product. Not all versions of this product may be DULC qualified. Please contact the UL Qualified Products List at www.ul.com/dulc to confirm listing. Please refer to the UL Qualified Products List for the most current listing information. This product is used to comply with California Title 24 Part 6 High Efficacy LED Light Source Requirements.

WARRANTY

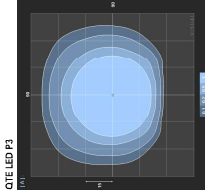
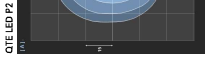
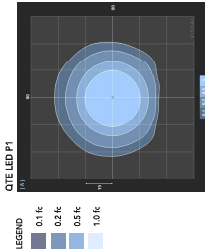
5-year limited warranty. Complete warranty terms located at: www.lithonia.com/support/warranty. Note: actual performance may differ as a result of on-site environmental and application conditions. Specifications subject to change without notice.

Performance Data

Series	Power (Watt)	Beam Diameter (ft)	Beam Diameter (m)
QTELED P1	2500	20W	104
QTELED P2	4400	40W	110
QTELED P3	6500	60W	105

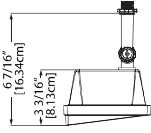
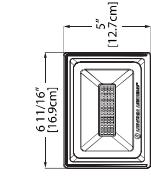
Photometric Diagrams

Full photometric data report available within 2 weeks from request. Contact AcuityTech@lithonia.com

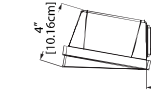
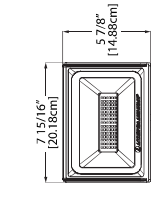


Dimensions

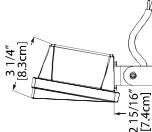
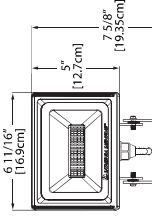
QTE P1/P2 knuckle



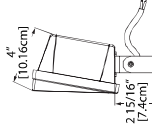
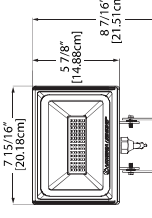
QTE P3 knuckle



QTE P1/P2 yoke



QTE P3 yoke



COMMERCIAL OUTDOOR
One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-405-SERV (7378) • www.lithonia.com
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QTE LED
Rev. 03/2021
Page 1 of 2

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QTE LED
Rev. 03/2021
Page 2 of 2

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

APPLICANT:

Derek F. Catalano
4079 Shady Ridge Circle
Riverside, CA 92504
951-415-0064
denc@dfc.com

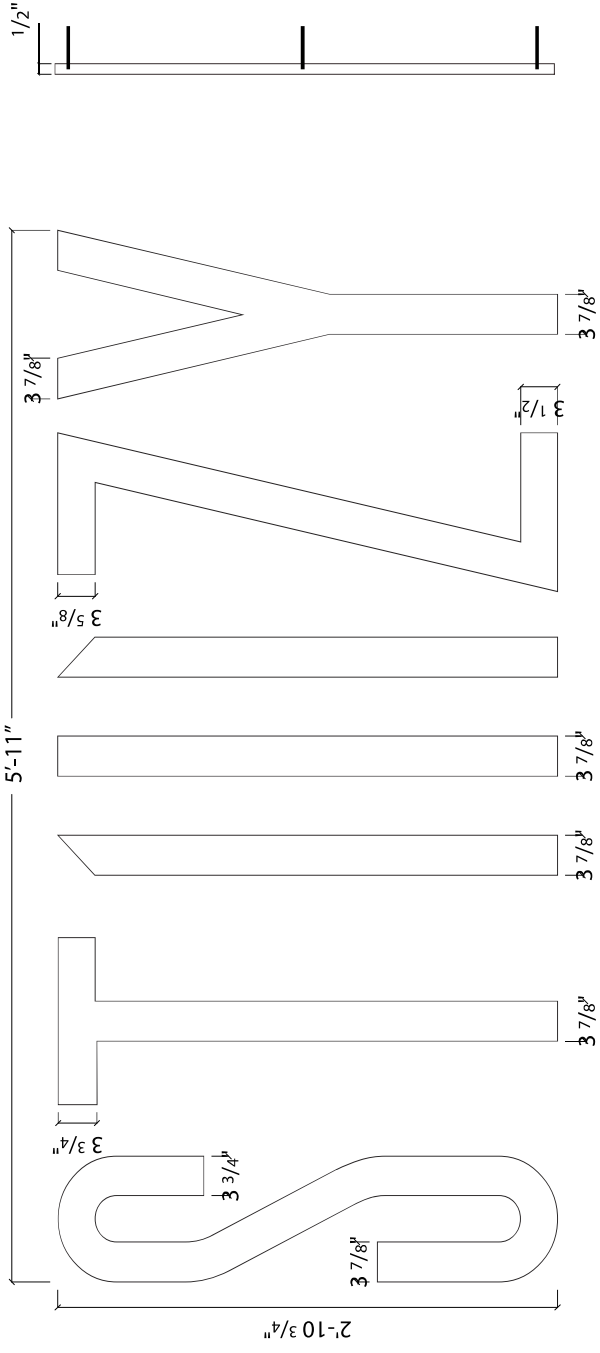
DESIGN:
SHEMLOCK ARCHITECTS
10000 Shady Ridge Circle
Riverside, CA 92504
7775 Walnut Pkwy.
STE 250
New Albany, OH 43054
New Albany, OH 43054
jameson@shemlock.com

LIGHTING SPECS

06.03.21

L5

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



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

APPLICANT:
 Derek F. Catalano
 4078 Shady Ridge Circle
 Riverside, CA 92504
 951-415-0064
 derekcf46@aol.com

DESIGN:
 SHREINSHOCK ARCHITECTS
 7775 Wilbur Pkwy.
 STE 250
 New Albany, OH 43054
 New Albany, OH 43054
 jshreins@shreinsbook.com

PROJECT TITLE:
 CUP

SIGN PROGRAM
 06.03.21

SN1

Jones, Steven

From: Brenden Archuleta <brendenarchuleta87@gmail.com>
Sent: Sunday, June 6, 2021 4:42 PM
To: Jones, Steven
Subject: Fwd: E-Mail Chain for El Cerritos (please add other neighbors)

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Brenden Archuleta <brendenarchuleta87@gmail.com>
Date: June 6, 2021 at 4:40:44 PM PDT
To: Ziporah Watt <zippylee@excite.com>
Subject: Fwd: E-Mail Chain for El Cerritos (please add other neighbors)

To whom it may concern, I have been a resident in El Cerrito since 1967. I'm writing to you in opposition to the marijuana dispensary opening on Temescal Canyon Rd. My first observation is that the city of Corona will not allow cannabis and marijuana dispensaries within their city limits, Why is that? Probably for many of the same reasons our suburban community doesn't want them either. There are two schools within a mile of where the dispensary would be and this is the route many children and their families walk to get to go school or the bus stop. Currently there are only two lanes and even without the traffic that this business would cause it is difficult and sometimes dangerous to try to turn off of Temescal Canyon and into my neighborhood or one of the current businesses. There have been at least three attempts to start other dispensaries and our community members have fought against it. This is not something that the people who live here want. There is simply not enough parking or proper flow of traffic for this kind of business to operate safely in this mostly residential neighborhood.

Thank you for your time
Please keep my identification information private.
-Brenden Archuleta
[19750 Francisca Ave, Corona, Ca, 92881](#) Sent from my iPhone

Sent from my iPhone

Begin forwarded message:

From: Robin Steele <robbo75us@gmail.com>
Date: June 6, 2021 at 3:18:19 PM PDT
To: Coleen De Fratis <coleendefratis@yahoo.com>
Cc: oliveros1625@yahoo.com, Andrew Ballenger <andrew@galleysplus.com>, Pearl M Myers <pmmyers@comerica.com>, christopherblack12@icloud.com, Sam Myers <sam@themyers.party>, Robert Snyder <robertsnyder231@yahoo.com>, Brenden Archuleta <brendenarchuleta87@gmail.com>, JOHN GUTIERREZ <jonmongut@aol.com>, timebook1995@gmail.com
Subject: Re: E-Mail Chain for El Cerritos (please add other neighbors)

Adding David and Jennifer (19815 Carmelita Ave.) to the group.

On Sun, Jun 6, 2021 at 3:14 PM Robin Steele <robbo75us@gmail.com> wrote:

Hi All:

Attached is the draft flyer/letter.

Robin

On Sun, Jun 6, 2021 at 2:19 PM Coleen De Fratis <coleendefratis@yahoo.com> wrote:

Hello Everyone,

Thank you for reaching out, I'm in the process of posting the meeting information for this Wednesday, however, I did not receive the attachment of the letter to hand out and to post on the Facebook page.

Can you please send to me ASAP

Thank you,
Coleen

On Sunday, June 6, 2021, 10:54:39 AM PDT, Robert Snyder
<robertsnyder231@yahoo.com> wrote:

I just spoke with ColeenDefratis@yahho.com. Her and Darren are on Santa Rita and they have the EC facebook page. Wednesday night may even not be soon enough but see you there!

On Sunday, June 6, 2021, 10:43:09 AM PDT, Robert Snyder
<robertsnyder231@yahoo.com> wrote:

That is a nice letter. I need some time to gather more E mails. Here Is 2. Is everyone aware of the El Cerrito Community Face Book page! Please ask to join. I think we should meet at Santa Rita and Carmelita @ 6:30 Wednesday evening for a quick meet. Any feedback would be appreciated!

On Sunday, June 6, 2021, 10:31:12 AM PDT, Sam Myers <sam@themyers.party> wrote:

+Chris

Sent from ProtonMail for iOS

On Sun, Jun 6, 2021 at 09:57, Sam Myers <sam@themyers.party> wrote:

Happy Sunday folks,

This is Sam and Pearl (19820 Carmelita). We just met with Bobby Snyder (19740 Carmelita), Andrew Ballenger (19818 Carmelita) and Joe Oliveros (8190 Arcadia) to discuss our concerns with the proposed conditional use permit (CUP) for a new Marijuana dispensary in our neighborhood.

I've attached a picture of the letter that Robin wrote. It summarizes the situation nicely and highlights some issues we've had in the past.

Bobby Snyder also made some great points this morning, and even offered to set up an easy-up next weekend to help engage more neighbors.

Please add any additional emails you may have for folks in the neighborhood and then “reply-all” to get the word out to as many people as possible.

Sam & Pearl Myers
424.666.7265



Shryne Group Inc.
828 E Commercial Street
Los Angeles, CA 90012

May 1, 2020

Ms. Lorena Moreno
Settlement House
507 S. Vicentia Ave. | Corona, CA 92882

Dear Ms. Moreno,

Thank you for speaking with the Shryne Group regarding the Settlement House. It is always rewarding to find quality organizations to partner with in efforts to better the lives of those in need. With a long history of making a difference in the community, the Shryne Group is proud to support the Settlement House in Corona.

As discussed, the Shryne Group would like to support the Settlement House in its efforts in the community. Please accept our initial contribution of \$3,000.00 enclosed with this letter. Additionally, the Shryne Group pledges to contribute \$15,000 every year if we have the honor of opening our store in Corona. We also look forward to volunteer opportunities with your wonderful organization for our local store staff.

We look forward to building a brighter future together.

Thank you,

Tak Sato

Tak Sato
Chief Development Officer
Shryne Group Inc.



Shryne Group Inc.
728 E Commercial Street
Los Angeles, CA 90012

April 20, 2021

Mr. David Brambila
American Legion
1st Vice Commander: District 21
Commander: Post 742
1557 Yorba Street
Corona, CA 92882

Dear Mr. Brambila,

Thank you for speaking with the Shryne Group regarding the American Legion in Corona. It's inspiring to learn about the organization's level of activity in the community. We appreciate the commitment and dedication to improving the lives of youth and those who have served our country in the effort to create a brighter future. It's rewarding to find quality organizations to partner with that are committed to veterans at the local level. With a history of making a difference in the local community, the Shryne Group is proud to support the American Legion Post 742.

As discussed, the Shryne Group would like to support American Legion Post 742 in its current restoration efforts, as well as outreach in the community. Please accept our initial contribution of \$2,500.00 enclosed with this letter. Additionally, the Shryne Group pledges to contribute \$10,000 every year if we have the honor of opening our store in Corona. We also look forward to volunteer opportunities with your wonderful organization for our local store staff, as part of our company's volunteer program.

Sincerely,

A handwritten signature in cursive script that reads "Tak Sato".

Tak Sato
Chief Development Officer
Shryne Group Inc.



CORONA-NORCO SETTLEMENT HOUSE

507 S. Vicentia • Corona, CA 92882 • (951) 737-3504 • Fax (951) 737-3201
www.settlementhouse.net • Email settlementhouse@hotmail.com

February 1, 2021

Shryne Group Inc.
728 E. Commercial St.
Los Angeles, CA 90012

To the Good Folks at Shryne Group,

Cheers to the years I have been fortunate to call you friend. You give me a reason to smile and a reminder that hope is not gone. Most of all, I want to personally thank you for your long-standing support during this past very challenging year of 2020.

Your donations were more than an exchange of money or goods—they're a hope that you would help create a miracle, small or large. Well, you did. Your donations nourished our community outreach programs. Hunger and hardships don't take a break; you have ensured that hope for Corona-Norco families in need won't either.

May the New Year bring bright, hopeful days as you turn your dreams into reality and your efforts into great achievements.

We are so thankful for you, and wish you a healthy and happy new year in 2021!

Very truly yours,

Sally Carlson
Chairman, Board of Directors

Joe Duffle
President



Matt Bruno
Secretary-Treasurer

June 1, 2021

City of Corona Planning Division
400 South Vicentia Ave
Corona, CA 92882

To Whom It May Concern in the City of Corona:

Throughout the United States, The United Food and Commercial Workers Union (UFCW) represents tens of thousands of workers who work in the cannabis industry, from seed to sale. We encourage and promote a professional workforce with core union worker protections that are crucial to a safe, competitive marketplace for consumers and good jobs for communities.

On behalf of the 21,000 members that UFCW Local 1167 represents in the counties of Riverside, San Bernardino, Imperial and parts of Los Angeles, I wish to express our strong support for the Shryne Corona LLC's application to operate a cannabis business in the City of Corona. We are highlighting our support for the Shryne Group because of the company's commitment to their employees and because of the professionalism and experience of the organization's leaders.

The Shryne Group shares our vision of empowering and protecting employees and sharing in the success of its business with its employees. UFCW represents Shryne Group employees in multiple of their locations across California. Locally, UFCW 1167 represents employees at the Shryne Group's cannabis retail store, Authentic 909. These are the first unionized cannabis workers in the Inland Empire. Also, we are currently negotiating a Collective Bargaining Agreement (CBA) at another location. Through their CBA, the company offers employees a living wage, with guaranteed wage increases, retirement contributions, healthcare, paid time off so that employees can volunteer in their community and many other benefits.

UFCW's partnership with cannabis employers like the Shryne Group raises the standards for cannabis workers, and we are proud to represent the workers at the forefront of the legal cannabis industry. Shryne Group will be an asset to the employees, customers and other stakeholders of Corona. We strongly encourage the City of Corona to grant Shryne Corona LLC a permit to operate a cannabis business.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be 'JDuffle', written over a white background.

Joe Duffle
President
UFCW Local 1167

855 West San Bernardino Avenue • P.O. Box 1167, Bloomington, CA 92316

Business Office: (909) 877-5000 • Toll Free: (800) 698-UFCW • (Mon. - Fri. 8:30 a.m. - 4 p.m.)
Insurance: Food and Meat (909) 877-1110 • Drug and General Sales (909) 877-2331



PLEASE JOIN US AT OUR VIRTUAL COMMUNITY MEETING

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

Dear neighbor,

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

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

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

For questions or comments, please contact Amy Gammon at amy.gammon@shrynegroup.com.

We look forward to engaging with you.

Sincerely,

Shryne Group Management

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

Parcel N	Owner	Occ	Owner1	Fir	Owner1 La	Site Adres	Full Site Ad	Site Adres	Site Adres	Site Adres
277-110-04N	Marguerite Hume					Arcadia St 19580	Arca Corona	CA		92881-430
277-110-0CY	Angel & Gu		Salgado			Arcadia St 19587	Arca Corona	CA		92881-433
277-110-0EY	Estrella		Varela			Arcadia St 19596	Arca Corona	CA		92881-430
277-110-0EY	Alix		Singh			Arcadia St 19600	Arca Corona	CA		92881-430
277-110-0CN	Rogelio		Wences			Arcadia St 19601	Arca Corona	CA		92881-434
277-110-0EY	Michael & I		Cruz			Arcadia St 19650	Arca Corona	CA		92881-430
277-110-0EY	Frank		Bartolini			Arcadia St 19660	Arca Corona	CA		92881-430
277-110-02Y	Valentin &		Zapata			Arcadia St 19741	Arca Corona	CA		92881-432
277-110-0CY	Linda		Rosales			Arcadia St 19837	Arca Corona	CA		92881-432
277-110-0E N	Marilyn		Matheny			Highway 7119780	High Corona	CA		92881-
277-152-0CY	Jeffrey & K		Wagoner			Marilyn Dr 7801	Maril Corona	CA		92881-427
277-152-0CY	Dejon & Ta		Anderson			Marilyn Dr 7831	Maril Corona	CA		92881-427
277-151-01Y	Thomas & I		Moore			Marilyn Dr 7840	Maril Corona	CA		92881-423
277-152-0CY	Ryan & Dor		Williamson			Marilyn Dr 7861	Maril Corona	CA		92881-427
277-152-0CY	Tim & Deni		Waldrep			Marilyn Dr 7873	Maril Corona	CA		92881-427
277-152-0CY	Alejandra		Ochoa			Marilyn Dr 7885	Maril Corona	CA		92881-427
277-152-0CY	Cynthia		Rodarte			Marilyn Dr 7901	Maril Corona	CA		92881-427
277-152-0CY	James		Hildebrand			Marilyn Dr 7933	Maril Corona	CA		92881-427
279-042-0CY	Dave		Rutkoski			Santa Rita !8004	Santa Corona	CA		92881-431
279-031-0CY	Ruben & M		Delatorre			Santa Rita !8008	Santa Corona	CA		92881-431
279-042-0CY	Gary		Wolff			Santa Rita !8010	Santa Corona	CA		92881-431
279-042-0CY	Brent & Do		Chappelle			Santa Rita !8030	Santa Corona	CA		92881-431
279-041-0CY	Angie		Solis			Santa Rita !8035	Santa Corona	CA		92881-433
279-042-0CN	William		Alves			Santa Rita !8060	Santa Corona	CA		92881-431
277-122-01N			Fab Holding			Temescal C 19612	Tem Corona	CA		92881-565
277-151-0CN	Richard & E		Flynn			Temescal C 19619	Tem Corona	CA		92881-565
277-122-01N			Tem Can P			Temescal C 19620	Tem Corona	CA		92881-565
277-151-0CN	Edward & I		Shapiro			Temescal C 19631	Tem Corona	CA		92881-565
277-110-01N	Demiral		Soliman			Temescal C 19640	Tem Corona	CA		92881-560
277-151-0CN	George & I		Randall			Temescal C 19645	Tem Corona	CA		92881-565
277-110-0E N	Gabriel & J		Flores			Temescal C 19670	Tem Corona	CA		92881-565
277-151-0CN			Society For			Temescal C 19675	Tem Corona	CA		92881-565
277-151-0CN			Society For			Temescal C 19675	Tem Corona	CA		92881-565
277-110-04N	Derek & D		Catalano			Temescal C 19700	Tem Corona	CA		92881-565
277-110-02N	Mark		Sauer			Temescal C 19712	Tem Corona	CA		92881-565
277-110-02Y	Mark		Sauer			Temescal C 19720	Tem Corona	CA		92881-565
277-110-0E N	Dennis & V		Woodland			Temescal C 19740	Tem Corona	CA		92881-565
277-110-0EY	Dennis & V		Woodland			Temescal C 19760	Tem Corona	CA		92881-565

Site	Carrier	Full Mail	Ac Mail	Mail Addre	Mail Addre	Mail Addre	Mail Carrie	Sale Date	Sales Price	Building	Ar
R033		210 Warml	Norco	CA	92860-512		C017	12/00/2011			1647
R033		19587 Arca	Corona	CA	92881-433		R033	#####	205000		1838
R033		19596 Arca	Corona	CA	92881-430		R033	#####	260000		2079
R033		19600 Arca	Corona	CA	92881-430		R033	#####	457000		2079
R033		6724 Morri	Whittier	CA	90606-173		C060	#####	301000		1676
R033		19650 Arca	Corona	CA	92881-430		R033	10/00/198	137500		2003
R033		19660 Arca	Corona	CA	92881-430		R033	#####	639000		2946
R033		19741 Arca	Corona	CA	92881-432		R033	#####			1104
R033		19837 Arca	Corona	CA	92881-432		R033	#####			1253
		19731 Jolo	Corona	CA	92881-460		R033	10/00/1992			
C008		7801 Maril	Corona	CA	92881-427		C008	#####	372500		1508
C008		7831 Maril	Corona	CA	92881-427		C008	#####	171470		1124
C008		7840 Maril	Corona	CA	92881-423		C008	02/00/197	61500		1056
C008		7861 Maril	Corona	CA	92881-427		C008	#####	475000		2116
C008		7873 Maril	Corona	CA	92881-427		C008	#####	398000		1860
C008		7885 Maril	Corona	CA	92881-427		C008	#####	445000		1748
C008		7901 Maril	Corona	CA	92881-427		C008	#####	385000		1452
C008		7933 Maril	Corona	CA	92881-427		C008	01/00/2000			1518
R033		8004 Santa	Corona	CA	92881-431		R033	#####	235000		1997
R033		8008 Santa	Corona	CA	92881-431		R033	05/00/198	42945		2027
R033		8010 Santa	Corona	CA	92881-431		R033	#####			1125
R033		8030 Santa	Corona	CA	92881-431		R033	04/00/198	88000		1296
R033		8035 Santa	Corona	CA	92881-433		R033	#####	405000		488
R033		7550 Candl	Jurupa Vall	CA	92509-690		C030	11/00/201	153000		1363
R033		29361 St A	Lake Elsin	CA	92530-437		C054	#####	378000		
R033		19540 Carr	Corona	CA	92881-434		R033	01/00/2012			
R033		2933 Picas	Bonita	CA	91902-190		C007	#####			
R033		570 Charro	Nipomo	CA	93444-570		R006	#####	108000		
R033		2900 Garre	Corona	CA	92881-352		R058	#####			500
R033		2248 Burni	Corona	CA	92882-862		C090	#####			
R033		19730 Katy	Corona	CA	92881-422		C008	#####	138000		882
R033		1522 Brook	Santa Ana	CA	92705-541		C003	5/3/2021	1575000		
R033		1522 Brook	Santa Ana	CA	92705-541		C003	5/3/2021	1575000		884
R033		4079 Shady	Corona	CA	92881-881		R054	#####	240000		
R033		19720 Tem	Corona	CA	92881-565		R033	#####	355000		1040
R033		19720 Tem	Corona	CA	92881-565		R033	#####	210000		858
R033		19760 Tem	Corona	CA	92881-565		R033	#####	80000		1200
R033		19760 Tem	Corona	CA	92881-565		R033	10/00/2003			1505

Lot Area	SC Bathrooms	Bedrooms	Use Code	Use Code E	Garage Typ	Garage	Nur	Pool	Year Built
17859	1.75	4	1001	Single Fami A			2	P	1977
23958	1.75	4	1001	Single Fami C			2		1965
8712	3	4	1001	Single Fami A			2	P	1995
9147	3	4	1001	Single Fami A			2	P	1995
16552	1.75	3	1001	Single Fami A			2		1965
17859	1.75	4	1001	Single Fami A			2		1976
44866	2.75	3	1001	Single Fami D			2		1989
3920	2	3	1001	Single Fami A			2		1985
10018	1.75	3	1001	Single Fami A			2		1965
24393			2000	Commercial (General)					
16552	2	3	1001	Single Fami A			2		1969
15681	1	3	1001	Single Fami C			1		1955
24829	1.75	2	1001	Single Fami D			2		1949
16552	2.5	4	1001	Single Fami D			4		1985
17424	2	3	1001	Single Fami A			2		1987
10454	2	3	1001	Single Fami A			2		1982
10018	1.75	3	1001	Single Fami D			2		1964
26136	1.75	3	1001	Single Fami D			2		1948
22215	1.5	4	1001	Single Family Residential				P	1975
24393	1.75	3	1001	Single Fami A			2	P	1979
10454	1.5	3	1001	Single Fami A			2		1975
13068	1.75	4	1001	Single Fami A			1		1966
27442	1	2	1001	Single Family Residential					1940
10454	1.75	3	1001	Single Fami A			2		1964
9147			2000	Commercial (General)					1978
20908			2000	Commercial (General)					
9583			2000	Commercial (General)					1950
20908			2000	Commercial (General)					1947
10018	1.75	2	1001	Single Family Residential					1948
20037			2000	Commercial (General)					1965
23958	1	2	1001	Single Fami A			1		1958
11761			2000	Commercial (General)					
20908	1.75	1	1001	Single Family Residential					1948
11325			2000	Commercial (General)					1966
6098	1.75	3	1001	Single Fami A			2		1979
6098	1.75	3	1001	Single Fami A			2		1979
9147	1	2	1001	Single Family Residential					1977
9147	2	3	1001	Single Fami A			2		1979

Tract	Number of	Number of Zoning	Mail Flag
		1	
		1	
		2 Ra	
		2 Ra	
		1	
		1	
		2	
		1	
		2 R3	
		1 R1	
		1	
		1	
		2 R1	
		1 R1	
		1	
		1 R1	
		1	
1		1	
1		1	
1		1	
1		1	
1		1 Ra	
1		1 Ra	
		1 C1cp	
		1 C1cp	
		1 C1/Cp	
		1 C1cp	
		1	
		1 C1cp	
		C1cp	
		1 C1/Cp	
		1 C1/Cp	
		1	
		1	
		1	
		1	



SHRYNE GROUP INC.

Riverside 19700 – 19700 Temescal.

Virtual Community Meeting Minutes

Date: Thursday, June 3, 2021

Time: 5:55 pm – 6:26 pm PST

Location: Zoom

- Allow participants in from the waiting room at 5:55 pm. Planned to begin presentation at 6:03pm. No participants joined.

Presentation:

- **Mathew Nathaniel:** Director of Retail Expansion; Presenter
 - **Amy Gammon:** Community Liaison
 - **Eric Lightman:** Legal Counsel
 - Kasia Harmata:

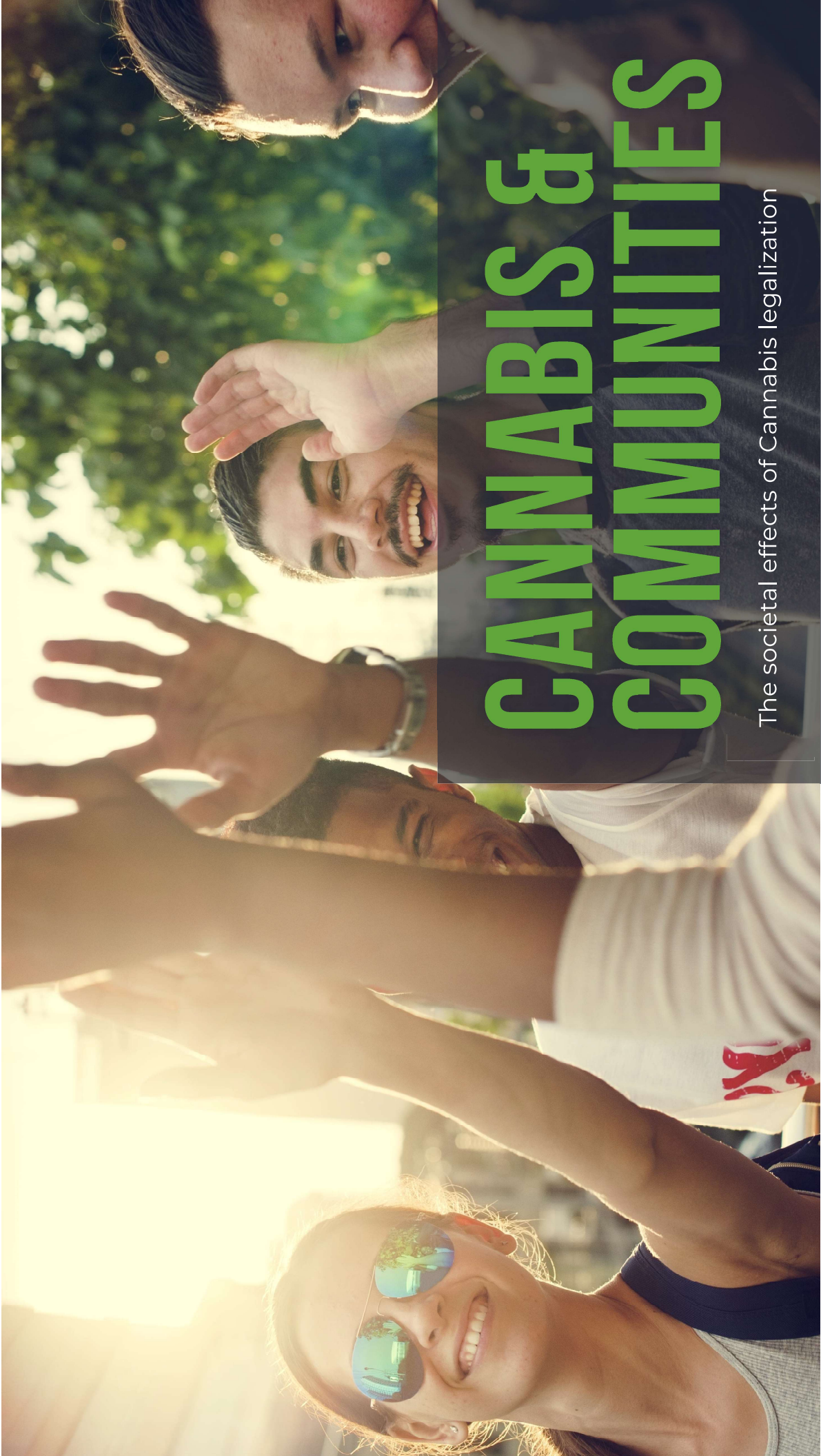
Q & A Session: N/A

Wrap Up: N/A

End meeting at 6:26 pm.

Best Regards,

Brian Mitchell
Manager
(415)336-0374



CANNABIS & COMMUNITIES

The societal effects of Cannabis legalization

THE FINDINGS ARE SURPRISING

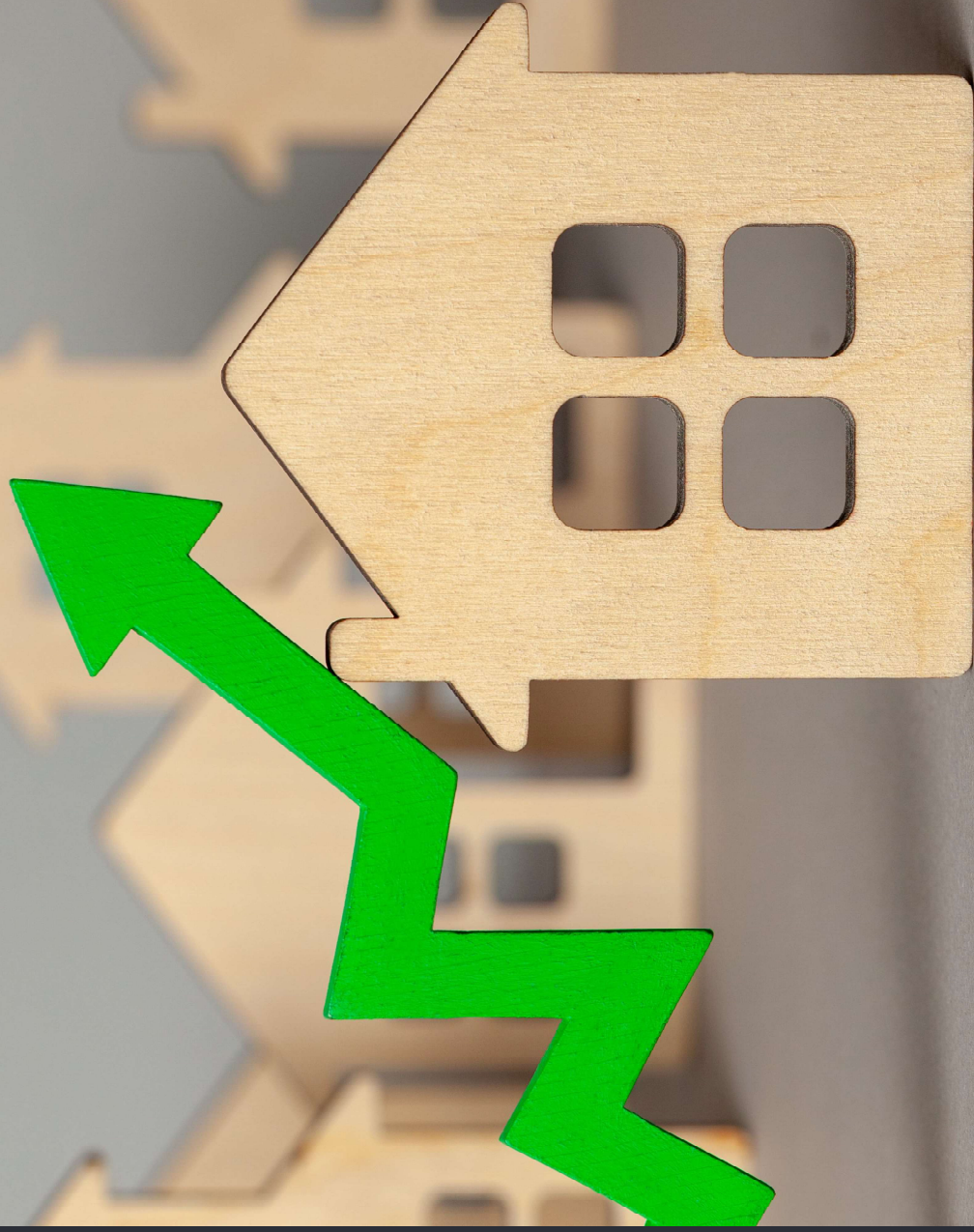
Across the country, where cannabis has been legalized, researchers are discovering a positive, beneficial correlation between legal cannabis and social benefits related to crime, social justice, safety, law enforcement, public health, education, and youth.



HOUSING VALUES UP, CRIME DOWN

Legal cannabis brings crime rates down, teenage use down, and property values up according to a recent study conducted by Leafly and the Humboldt Institute for Interdisciplinary Marijuana Research.

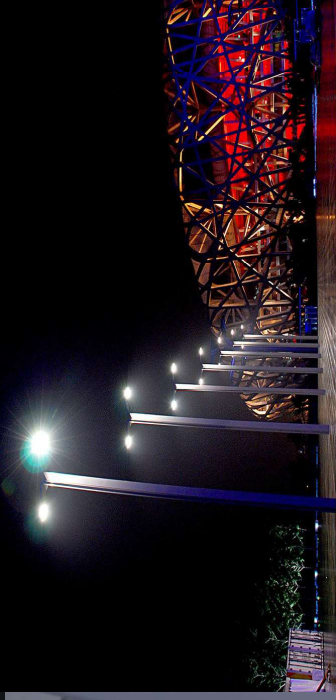
In Colorado, for example, after cannabis legalization, housing values went up by about 6%, or \$15,600 in areas where dispensaries are present.



CANNABIS LEGALIZATION CAN REDUCE CRIME

An October 2018 report from the Colorado Division of Criminal Justice revealed cannabis arrests dropped by half after legalization.

In addition, Regional Science and Urban Economics discovered neighborhood crime dropped up to 20% in communities where a legal cannabis dispensary was present.



REFOCUS ON WHAT MATTERS

Reduced cannabis arrests create hundreds of millions of dollars in law enforcement savings according to the Drug Policy Alliance. These savings can be reallocated to other things, including social investments.

According to FBI data from Colorado and Washington, crime clearance rates – the number of times the police solved a crime – increased for both violent and property offenses after cannabis legalization.





PUBLIC SAFETY

Drug Policy Alliance researchers found no correlation between cannabis legalization and car crash rates. In Colorado, the number of drivers in fatal crashes who were above the legal limit of THC decreased by nearly 33% from 2016 to 2017.

Researchers also discovered cannabis legalization is linked to lower rates of opioid-related overdoses, death, and harm. Opioid overdose death rates are almost 25% lower in states with medical marijuana.

YOUTH CANNABIS USE DROPS

In 2019, the Journal of the American Medical Association - Pediatrics, found the number of high schoolers who used cannabis in the last 30 days fell by 8% in states where adult-use cannabis had been legalized. Furthermore, the number of high schoolers who used cannabis at 10 times or more in the last 30 days dropped by 9%.



CANNABIS CREATES JOBS

According to Leafly's fourth annual cannabis jobs count, legal cannabis supports more than 243,700 full-time jobs and continues to be America's single greatest job-creation engine. California currently employs approximately 67,000 workers in cannabis, followed by Washington with 47,000, and Colorado with 44,700.



INCREASED CANNABIS USE IS HAPPENING ACROSS ALL ADULT AGE GROUPS

Adults of all ages are experiencing cannabis, with many discovering its wellness benefits. Use among women and baby boomers, in particular, continues to exponentially grow.



DID YOU KNOW YOU CAN EAT IT?

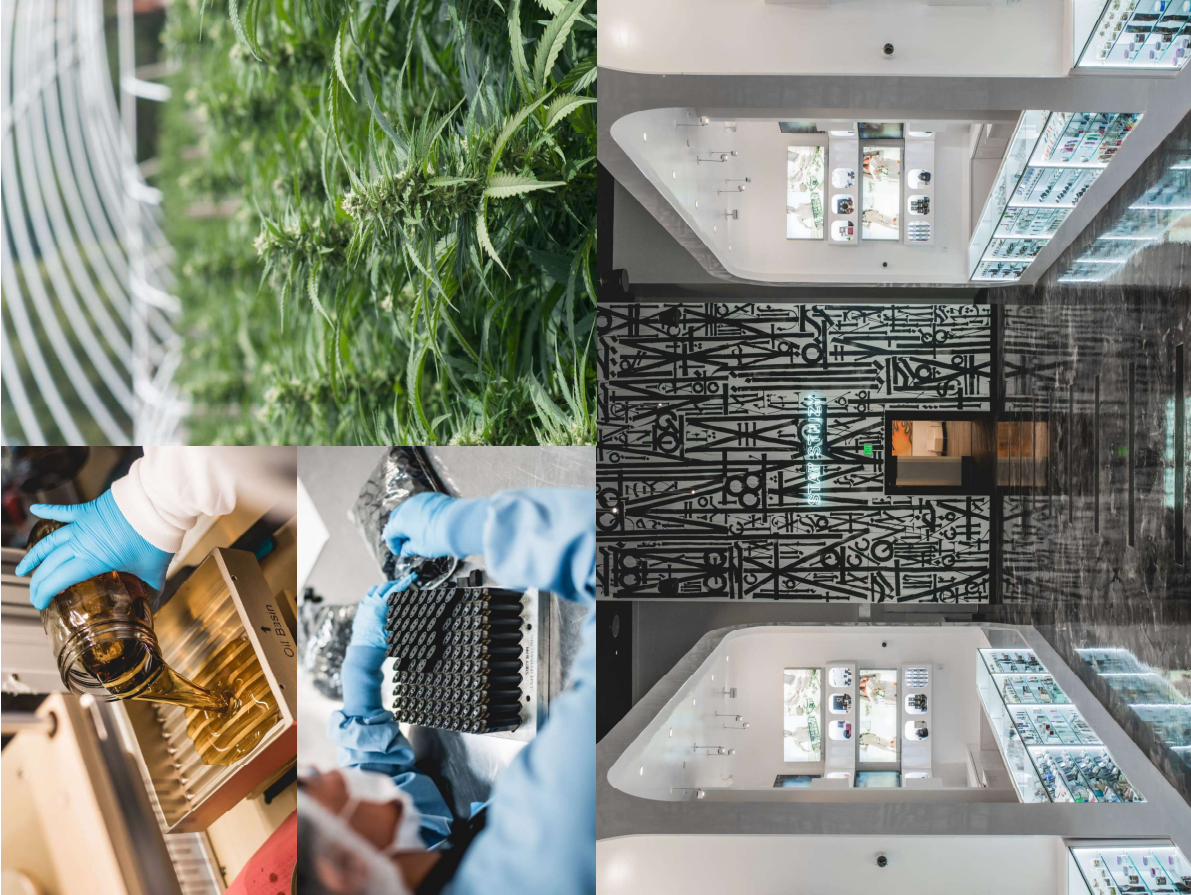
Cannabis today is available in a variety of forms - from fragrant flowers to things you can eat to smooth soothing balms and rubs. There is an incredible variety of brands and products available at all levels of potency.





The Shryne Group is a California cannabis company that is vertically integrated, authentically connected and singularly focused on transparent operations across the state.

- Rooted in California
- Accountable to our communities
- Employing more than 1,300 workers across the state



Shryne Group Vertical Integration



- RETAIL**
- Alameda
- Davis
- Jurupa Valley
- Los Angeles
- Modesto
- Moreno Valley
- Palm Desert
- San Bernardino
- San Francisco Mission
- San Francisco Union Square
- San Francisco Portrero Hill

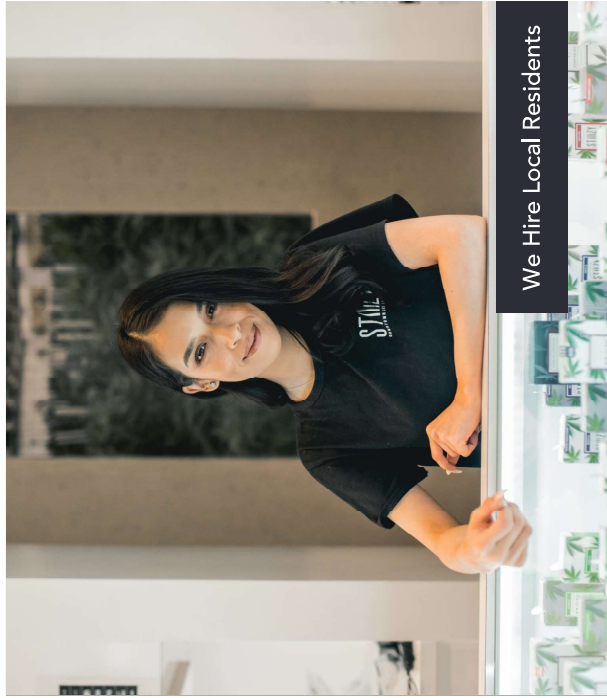
- DISTRIBUTION**
- MANUFACTURING**
- CULTIVATION**
- Humboldt County
- Humboldt County
- Los Angeles
- Los Angeles
- Oakland
- Lompoc
- Los Angeles Indoor Farm

LEGEND

- MANUFACTURING
- CULTIVATION
- DISTRIBUTION
- RETAIL OPEN
- RETAIL IN DEVELOPMENT
- OUTDOOR GROW
- OPEN
- IN DEVELOPMENT

ECONOMIC DEVELOPMENT

Local Hiring - UFCW - Career Development Program - Workforce Development Program



We Hire Local Residents

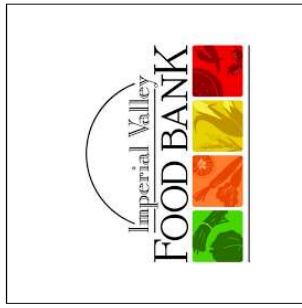
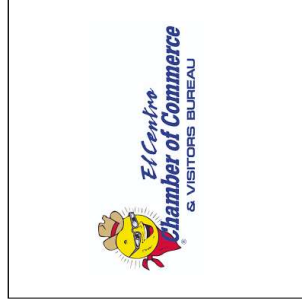
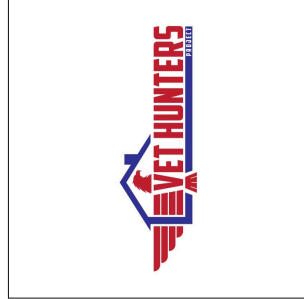


Shryne Group Sponsored Job Fair

COMMUNITY ENGAGEMENT



Employee Volunteerism



QUESTIONS & COMMENTS

Matthew Nathaniel | matthew@shrynegroup.com

