



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

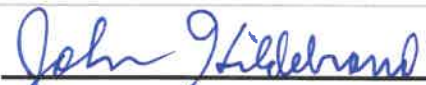
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Planning Commission Hearing: August 18, 2021

PROPOSED PROJECT

Case Number(s): CUP200032 & DA2000015
CEQA Exempt Section 15301
& Section 15061(b)(3)
Area Plan: Temescal Canyon
Zoning Area/District: West Corona Area
Supervisory District: Second District
Project Planner: Gabriel Villalobos
Project APN(s): 102-250-057 & 102-250-059

Applicant(s): Higher Point Cannabis
Representative(s): Joshua Naggar


 John Hildebrand
 Planning Director

PROJECT DESCRIPTION AND LOCATION

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

Development Agreement No. 2000015 (DA2000015) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP200032 and DA2000015, and provides community benefits to the West Corona Area.

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

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

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

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

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

TENTATIVELY APPROVE Development Agreement No. 2000015, 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. 200032, subject to the attached Advisory Notification Document and Conditions of Approval; and based upon the findings and conclusions provided in this staff report and final approval of the Development Agreement ordinance by the Board of Supervisors.

PROJECT DATA

Land Use and Zoning:

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

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.28 acres	N/A
Existing Building Area (SQFT):	1,748 sq. ft.	N/A
Building Height (FT):	18 ft.	50' max height

Parking:

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Cannabis Retailer	1,748	1 space/200 sq.ft. of gross floor area	9	13
TOTAL:	1,748		9	13

Located Within:

City's Sphere of Influence:	Yes – City of Corona
Community Service Area ("CSA"):	Yes – 21 – Coronita
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Low
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	No
Mount Palomar Observatory Lighting Zone:	No
WRCMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background:

Project Details

The proposal is for the use of an existing 1,748-square-foot building for a Commercial Cannabis Retail Storefront in the West Corona area of Riverside County. The existing building will be remodeled and shall include both interior and exterior tenant improvements to the building, in addition to, the updating of signage on the exterior of the building and parking lot with updated landscaping a new fencing around the property.

The renovations proposed as part of the conditional use permit include tenant improvements such as new partitions and electrical work to the interior of the existing building to establish the lobby, retail area, office and storage space for the proposed Cannabis Retailer. The exterior renovations will include demolishing the storage on the western side of the existing building and remodeling the façade with a new stucco finish, trim, signage for the business, new tempered-glass windows/entrance, and new metal awnings over the entrance and exit. In addition, the parking lot will be redeveloped with thirteen (13) new parking spaces, new landscaping, a new trash enclosure, lighting, and new combination wrought iron and block wall fencing with pilasters.

The proposed Cannabis Retail Store would operate between the hours of 6 AM to 10 PM, 7 days a week, in compliance with the County of Riverside Ordinance No. 348 Section 19.505.K. The cannabis retail storefront would have approximately five (5) employees on site per shift, in addition to security personnel stationed on site 24/7 and management personnel. The proposed project shall include deliveries and shall operate between the normal hours of operation between 7 AM and 9 PM.

The parking requirement for the Cannabis Retail Storefront is 1 space per 200 square feet of gross floor area, the listed size of the retail portion of the building is 1,748 square feet which would equal a total of 9 parking spaces required for the proposed Cannabis Retailer. Overall, there are a total of thirteen (13) parking spaces that are proposed for the cannabis business and one (1) space designated for persons with disabilities, meeting the standards set forth in Section 18.12.C of Ordinance No. 348.

General Plan Consistency

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

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

Zoning Consistency

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

The applications for Development Agreement No. 2000015 and Conditional Use Permit No. 200032 were submitted to the County of Riverside on September 10, 2020.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), Class I. 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. Examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP200032 includes the renovation of an existing 1,748 square foot building previously used as a beauty salon to be used as a Cannabis retail storefront. Renovations proposed include interior partitions as well as facade improvements to the exterior of the building. In addition, this exemption also allows for the demolition and removal of small structures including “a store, motel, office, restaurant, and similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.” The proposed project also includes the demolition and removal of a storage area attached to the western portion of the existing building. Under this categorical exemption, the described demolition would be exempted as the project is located within an urbanized area and the primary existing commercial structure would remain intact.

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption), which provides the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts as no grading activities are proposed and façade and other tenant improvements are included to renovate and improve the site. 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.

None of the exceptions pursuant to State CEQA Guidelines Section 15300.2 apply. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). The proposed location of the cannabis business is not within an environmentally sensitive area and the use would be permitted as it meets all general plan, zoning, and distance requirements as established through the Cannabis ordinance for Riverside County. Lastly, the project shall also have no impact on scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway as it is not located near a scenic highway. Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

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 Foundation Component of Community Development and Land Use Designation of Commercial Retail (CD: CR). The proposed project is consistent with the land use designation as the project addresses General Plan policy LU 29.1 which states "accommodate the development of commercial uses in areas appropriately designated by the General Plan and area plan land use maps" as the use is in an appropriately designated area that is consistent with the surrounding land uses. The location for the proposed project provides both the appropriate land use designation and zoning and is surrounded by commercial land uses to the north, east and west and is separated by a street from the residences to the south. In addition, the project also meets policy LU 29.6, which states "require that commercial projects abutting residential properties protect the residential use from the impacts of noise, light, fumes, odors, vehicular traffic, parking, and operational hazards." The project has performed the necessary steps to protect the adjacent residential properties including implementing an air filtration system to mitigate any possible nuisance odors from being detected offsite, shielding/directing any lighting fixtures from spilling light onto adjacent properties, and providing 24/7 security personnel to deter possible criminal activity and loitering.

The project is also consistent with the Temescal Canyon Area Plan as the project addresses the area plan policy TCAP 9.1 which states, "require development within the Second Supervisorial District to adhere to standards detailed in the Design and Landscape Guidelines for Development in the Second Supervisorial District". This policy is met as the policy incorporates elements of the second district design guidelines including the proposed fencing for the perimeter of the parcel which includes a combination wrought iron and block wall fence with pilasters to provide a more decorative element to the development.

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 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 project site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan, including the applicable Foundation Component and Land Use Designation identified above 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 storefront with deliveries, is allowed within the C-1/C-P zone per Section 19.518.A.2 of Ordinance No. 348 with an approved conditional use permit. Pursuant to various sections of Ordinance No. 348, as described in greater detail below in this staff report, the proposed project meets all of the conditional use permit findings, the development standards of the C-1/C-P Zoning Classification, permit requirements for all commercial cannabis activities, cannabis retailer minimum standards, and cannabis distribution facilities standards.
4. The uses surrounding the project site include a variety of commercial uses including a shopping center to the east that contains some food establishments and a hardware store, a gas station to the north, a vacant parcel to the west, along with some single-family residences to the south. The parcels surrounding the project site to the north, east and west are within the City of Corona's boundaries and the parcel to the south is zoned One-Family Dwellings (R-1). In addition, the cannabis retailer complies with the setback standard of the zone in which it is located, also taking into consideration the residentially zoned parcel to the south, which is located approximately 140 feet away exceeding the 40-foot setback requirement. As a result, the project use is compatible with the surrounding uses as it meets the minimum development standards as defined through Ordinance No. 348 as the existing building is setback more than 40 feet from the residentially zoned parcel.

Conditional Use Permit Findings:

The following findings shall be made prior to making a recommendation to grant a Conditional Use Permit pursuant to the provisions of Riverside County Ordinance No. 348 (Land Use):

1. The proposed use conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. The proposed commercial cannabis activity will be located in an existing commercial structure. The proposed use is a retail storefront for a commercial cannabis activity. The use is a commercial use that may be established in the General Plan Foundation Component of Community Development and Commercial Retail (CR) land use designation (CD: CR). The project is conditioned to meet applicable State law and ordinances of Riverside County. The project is required to comply with all State cannabis licensing requirements and shall apply for the appropriate cannabis license within six (6) months of the Conditional Use Permit Approval. Failure to do so will terminate conditional use permit approval.
2. The proposed use will not be detrimental to the health, safety, or general welfare of the community as the project has been reviewed by County departments specifically for these concerns and has received departmental approvals, while having been designed and conditioned to protect the health, safety, and general welfare of the community. Based on the findings included in this staff report and with compliance with the conditions set forth in the advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community and is subject to those conditions necessary to protect the health, safety, and general welfare of the community.
3. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is located on a parcel that supports the proposed development while being consistent with both the General Plan and zoning ordinance. The project site is located on a parcel that is surrounded to the north, east and west by commercial uses and land that is designated for commercial use within the City of Corona. In addition, the land to the south is designated as One-Family Dwellings (R-1) but has been fenced and screened off to prevent any exposure to the proposed use as the fronts of those residences face south away from the proposed use in addition to located approximately 140 feet away from the nearest residentially zoned property line, exceeding the setback requirement. The proposed use, a cannabis retail storefront, would provide community benefits and retail services for the surrounding community. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
4. The plan for the proposed use shall consider the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion; and shall take into account topographical and drainage conditions, including the need for dedication and improvements of necessary structures as a part thereof. The proposed project has been reviewed and conditioned to improve the driveway at the public right-of-way per county standards. The Transportation department did not request any dedication or improvements related to sidewalks for the proposed project and conditioned the project to ensure proper channelization shall be constructed at the driveway to restrict left in and left out vehicular movement at the only ingress/egress for the subject parcel. In addition, the parcel was previously developed and as such there are no topographical or drainage conditions to be addressed on the parcel that would require the construction of new facilities.
5. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Under the current CUP application, this requirement does not apply as there are no additional structures being proposed, as such no condition is required.

Permit Requirements for All Commercial Cannabis Activities:

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

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

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

Cannabis Retailer Minimum Standards:

General Location

1. *Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of Ordinance No. 348. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. No variance has been approved allowing a shorter distance but not less than allowed by State law. This standard 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. *Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer.* Per Section 19.519.A.2 of Ordinance No. 348, Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. As of the writing of this staff report, no other approved or active conditional use permits have been identified within the 1,000-foot buffer area of the project site based off of radius map prepared by Riverside County Geographic Information Systems.
3. *Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility.* The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 500 feet of the site.
4. *Cannabis Retailers shall not be located on a lot containing a residential dwelling unit.* The project is not located on a lot containing a residential dwelling unit as the current existing building onsite was redeveloped from a residential dwelling to a commercial building through Plot Plan No. 03013 (PP03013) which established the building as a commercial property and was approved on July 19, 1977.

Setbacks

5. *All Cannabis Retailers shall comply with the setback standards for the zone classification they are located in, except when adjacent to a residential zone where the minimum setback from the residentially zoned lot lines shall be 40 feet.* The project is located within the General Commercial (C-1/C-P) zone which states there are no yard requirements for buildings which do not exceed 35 feet in height. The existing building shall have a maximum height of 18 feet which does not exceed the 35-foot limit. The project site is located near a residentially zoned parcel to the south, which is zoned One-Family Dwellings (R-1). The existing building exceeds the minimum the 40-foot setback from the nearest residentially zoned parcel as it is located approximately 140 feet from the nearest residentially zoned lot line. Thus, this setback requirement has been met.
6. *Setbacks may be modified with an approved setback adjustment in accordance with Section 18.33 of this ordinance. In no case, shall a setback be less than setbacks required by the State of California Bureau of Cannabis Control, California Building Code or Ordinance No. 457.* No modifications are required for this project, as such, this requirement is not applicable.

Mobile Deliveries

7. *Cannabis Retailers with an approved conditional use permit may provide deliveries of Cannabis Products consistent with State law.* The proposed project shall include deliveries to customers and shall operate between the normal hours of operation between 7 AM and 9 PM.

Retail Operational Requirements

1. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
 - A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.* As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical

secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 1 – Cannabis Retail Operations – 1)

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

- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 13 – Cannabis Retail Operations – 8)
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 14 – Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 2 – Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned that the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. (Advisory Notification Document Planning-All. 3 – Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 4 – Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 5 – Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 6 – Cannabis Retail Operations – 14)

Cannabis Retail Findings:

1. The project complies with all the requirements of the State and County for the selling of Cannabis. This finding is met because the project has been conditioned to meet these requirements. (Advisory Notification Document Planning. 2 - General - B. State License Required)
2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This finding 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 finding.

3. The Cannabis Retailer 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 finding is met because the project has been conditioned to meet this requirement. (Advisory Notification Document Planning. 16 - General - O. Permit and License Posting, and Planning.11 – General – K Monitoring Program)
4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This finding is met because there is no record of any cannabis-related violations within the last 12 months at the project site.

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

1. The development standards of the C-1/C-P Zoning Classification are as follows:
 - a. *There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.* The proposed project meets this criteria as there is no minimum lot area required for this zone.
 - b. *There are no yard requirements for buildings which do not exceed 35 feet in height except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet.* The proposed project meets this development standard as the highest portion of the proposed building is 18 feet high, as such, there are no yard requirements for this project.
 - c. *No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Section 18.34. of Ordinance No. 348. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to Section 18.27 of Ordinance No. 348.* This project meets this development standard as the existing building is no more than 18 feet high and there are no proposed additions that would increase the height of the structure.
 - d. *Automobile storage space shall be provided as required by Section 18.12. of this ordinance.* The proposed project is considered a Cannabis retailer which a parking ratio of 1 space per 200 square feet of gross floor area which would result in a parking requirement of 9 parking spaces. The project meets this development standard as the proposed project provides thirteen (13) parking spaces total, including one (1) ADA-accessible space, which exceeds the parking requirement for the proposed use.
 - e. *All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet.* The project meets this development standard as there is no mechanical equipment to be located on the roof of the proposed new building.

Other Findings:

1. The project site is not located within a Criteria Cell of the Western Riverside County Multiple Species Habitat Conservation Plan.
2. The project site is located within the City of Corona's Sphere of Influence. As such, it is required to conform to the County's Memorandum of Understanding ("MOU") with that city. This project conforms to the MOU. This project was provided to the City of Corona for review and comment. Planning staff received comments from the City neither indicating support of the project subject to the following conditions:
 - a. *To minimize conflict, the City requests that the County consider a condition of approval to prohibit left turns out of the project site; and consider restrictions that limit driveway access to right-in and right-out.* This condition has been applied by the Transportation Department and the driveway shall be redeveloped to support the commercial use while also allowing right turn only in and out from the site. (090 – Transportation. 3 – IMPROVEMENTS)
 - b. *City staff would encourage the County to thoroughly review the project for, at minimum, compliance with landscaping standards, parking lot setbacks at the property line, vehicle turn-around templates, service trucks access to/from the trash enclosure, etc.* The project has been reviewed to meet the above-mentioned standards, a conceptual landscaping plan shall be submitted and reviewed for compliance with county standards, all parking spaces shall be setback 3 feet from the property line, the interior driveways meet the commercial standard of 24 feet for pulling in and out of parking spaces for circulation, and the Waste Resources Department has conditioned the project to provide details for trash collection. (080 – Waste Resources. 1 – Recyclables Collection and Loading Area)
 - c. *The City assumes that all utilities and public services will be provided by the County, and the City would not be asked to extend or otherwise provide utilities or public services, including but not limited to responses by the City's police and fire department.* The project has been approved by the Riverside County Environmental Health Department and a will serve letter was submitted by the applicants indicating the City of Corona deemed the project site eligible to be serviced for water and sewer connections. As the site is located in the unincorporated area of Riverside County, the site shall be serviced by Riverside County Fire and the Riverside County Sheriff's Department. This will serve letter was provided to the City of Corona's Planning Department.
 - d. *Please provide the City's Traffic Division with an estimate of the number of trips the proposed business is projected to generate, so the City can verify that there are no foreseeable impacts on City streets.* A Vehicle Miles Traveled (VMT) memo analysis was submitted to and approved by the Riverside County Transportation Department which indicated that the project can be screened from further VMT analysis based off of the screening requirements established in the County of Riverside's VMT Analysis Guidelines. Per the County Guidelines, the project is considered a small project as it is proposing less than 60,000 square feet of retail and is also considered a local-serving retail project. This memo was provided to the City of Corona's Planning Department.
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 is exempt from CEQA and therefore is not subject to AB 52 tribal consultation.
5. The project site is not located within the Mount Palomar Observatory Lighting Zone boundary.
6. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKRHCP).

Fire Findings:

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

Development Agreement:

The applicant has proposed entering into the attached draft Development Agreement No. 2000015(DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Approval Requirements and Conclusion:

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

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

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

RIVERSIDE COUNTY PLANNING DEPARTMENT

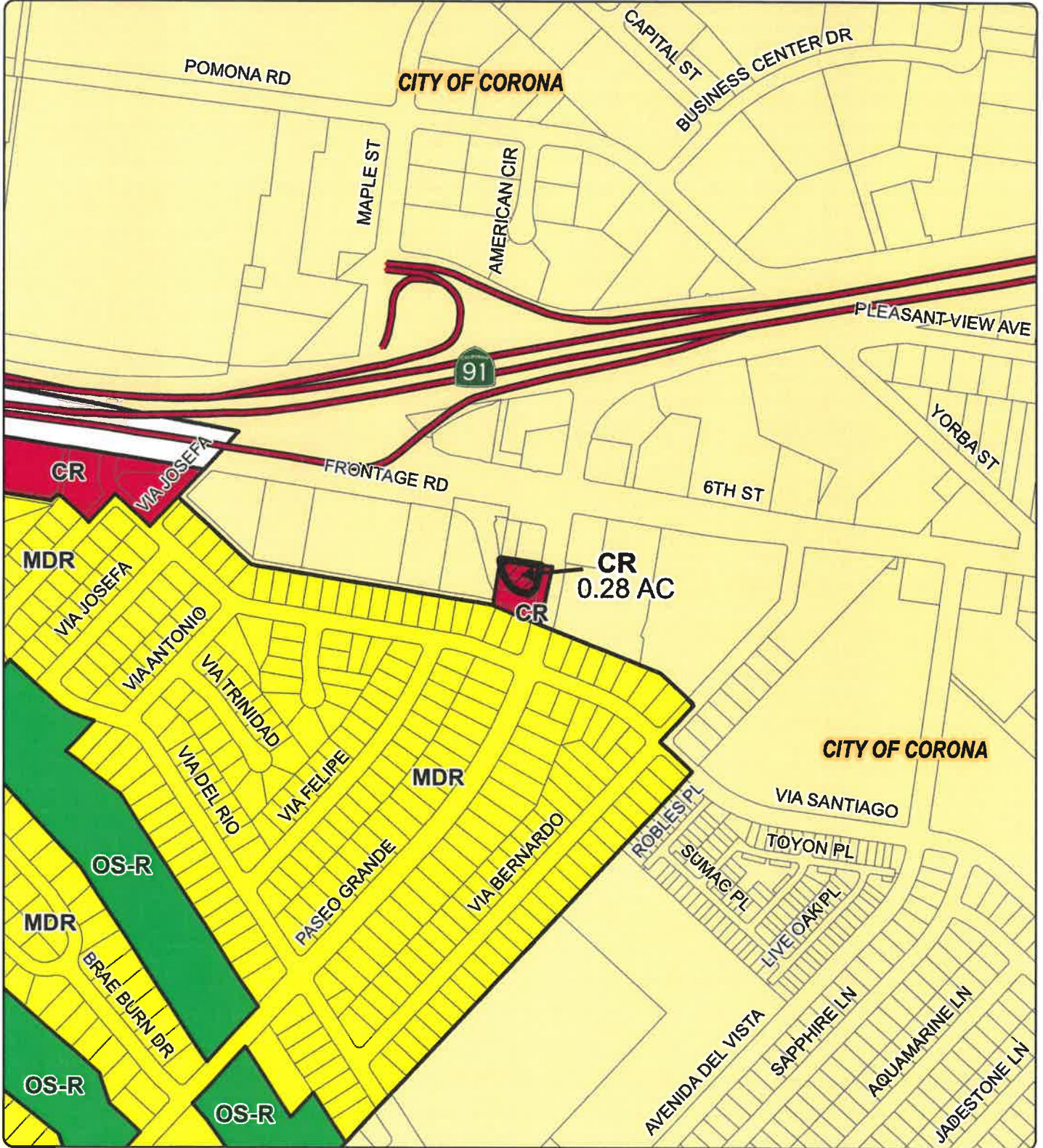
CUP200032 DA2000015

EXISTING GENERAL PLAN

Supervisor: Spiegel
District 2

Date Drawn: 07/16/2021

Exhibit 5



Zoning Area: West Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-9200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.ctdms.org>

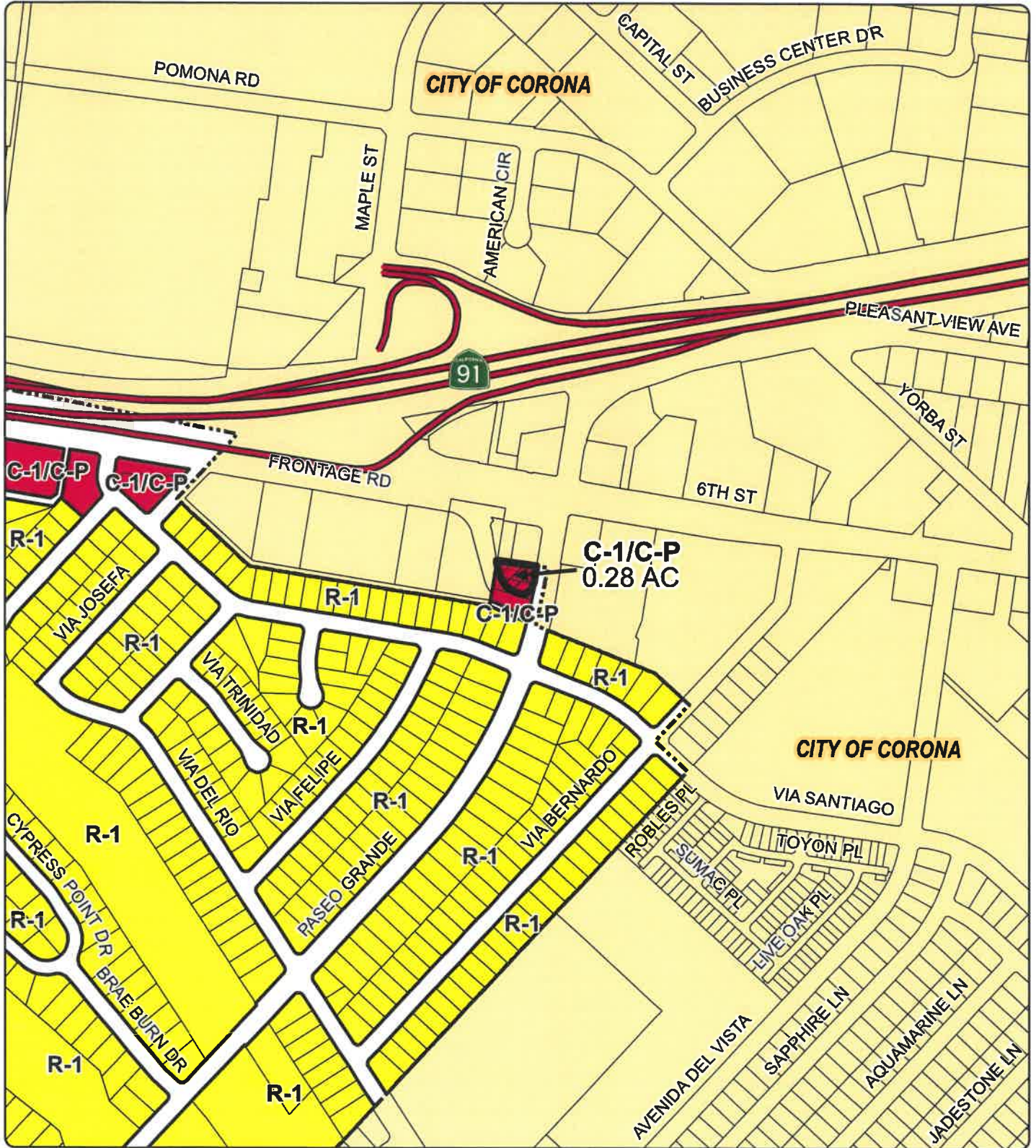
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP200032 DA2000015

EXISTING ZONING

Supervisor: Spiegel
District 2

Date Drawn: 07/16/2021
Exhibit 2



Zoning Area: West Corona

Author: Vinnie Nguyen



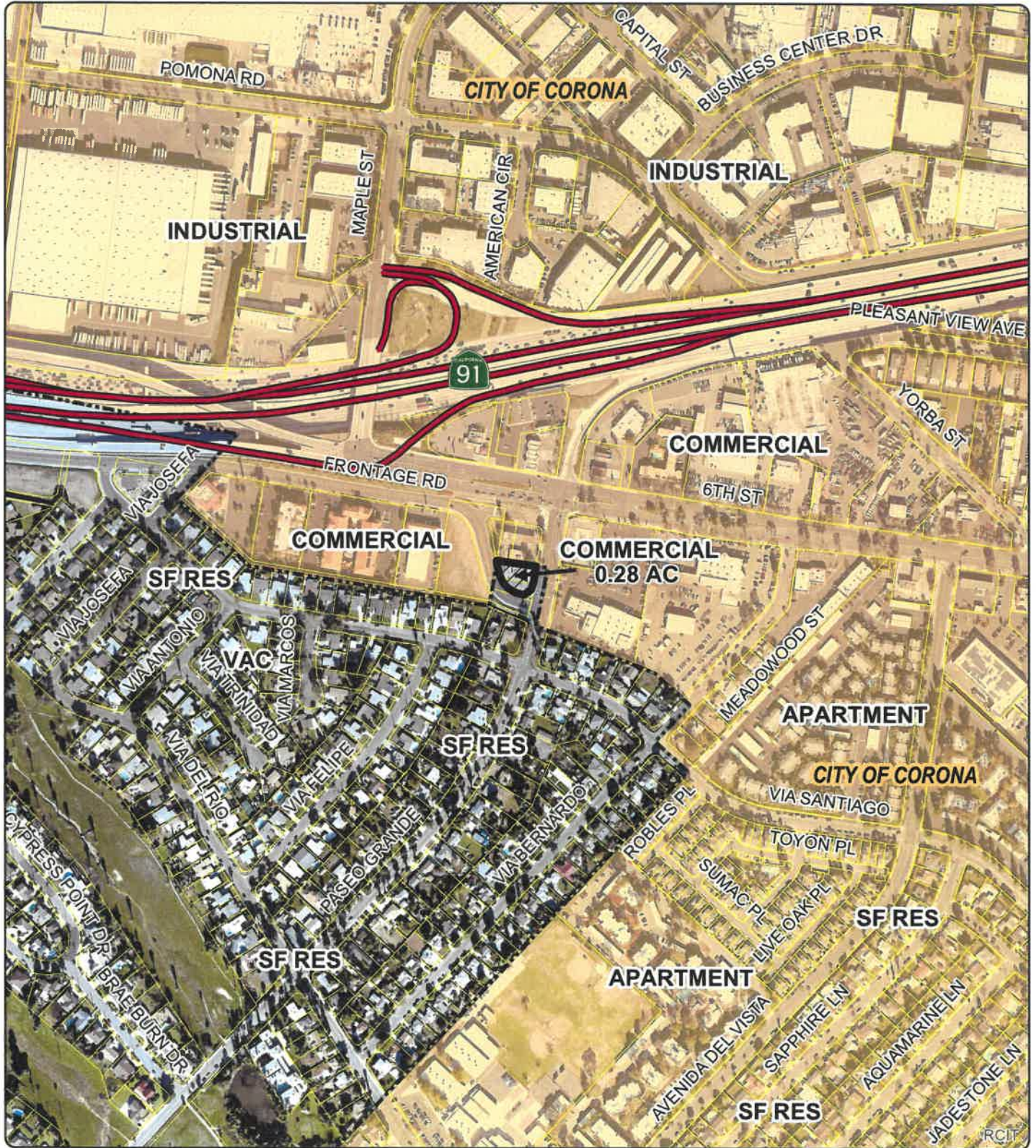
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RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP200032 DA2000015

Supervisor: Spiegel
District 2

Date Drawn: 07/16/2021
Exhibit 1

LAND USE



Zoning Area: West Corona

Author: Vinnie Nguyen

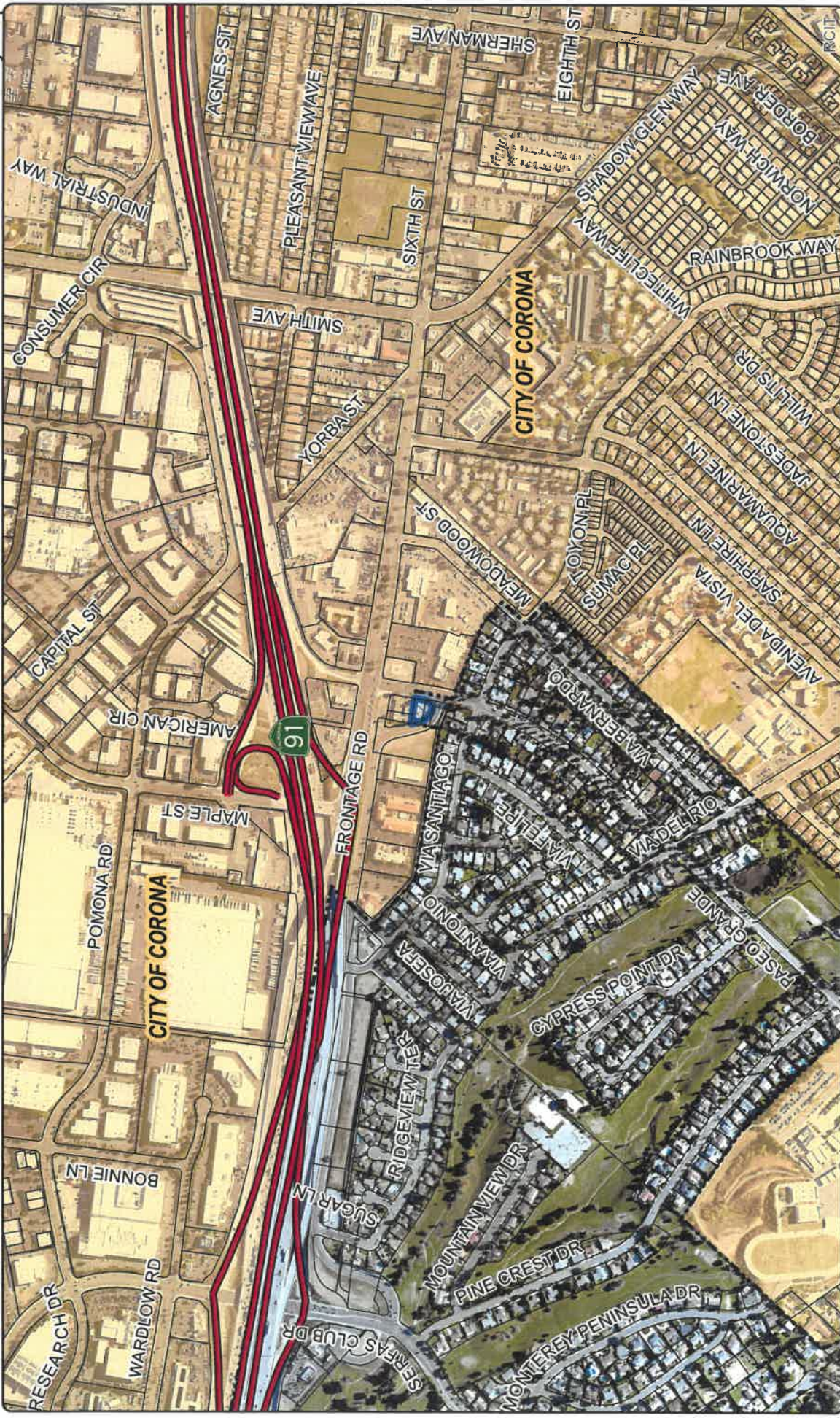
DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact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



RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP200032 DA2000015
VICINITY/POLICY AREAS

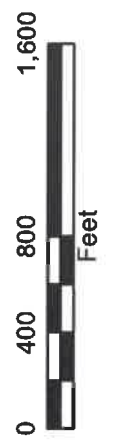
Supervisor: Spiegel
District 2

Date Drawn: 07/16/2021
Vicinity Map



Zoning Area: West Corona

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2005, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided herein. The Planning Department offices in Riverside at (951)956-3200 (Riverside County Planning Department offices in Riverside at (951)956-3200 (Riverside County Planning Department offices in Riverside at (951)956-3200) or website <http://planning.ca.gov>

COUNTY OF RIVERSIDE
REMODELING PLAN
FOR:
648 PASEO GRANDE
CORONA, CA 92882
APN# 102-250-057 & 059, COUNTY OF RIVERSIDE,
CALIFORNIA

OWNER:
JASON AND PATRICIA HALE
2903 CLEBANO CIR.
SAN CLEMENTE, CA 92673

TENANT:
WESTSIDE

SITE ADDRESS
648 PASEO GRANDE
CORONA, CA 92882
FOR LOT 2, 0.13 ACRES OR 0.08
FOR LOT 2, 0.13 ACRES NET

ASSESSED PARCEL NO.:
102250057 & 059, RIVERSIDE COUNTY

LEGAL DESCRIPTION:
PORTION OF LOT 2 OF VARIOUS TRACTS
RETRACTED OUT OF VARIOUS TRACTS
IN THE CITY OF CORONA, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, JAMES OWEN

TOWNSHIP RANGE:
T.36S.37N. E. 32.7



VICINITY MAP
THOMAS TR-23 1/8" X 11.5"

CUSTOMER AREA: 1200 SQ.FT.
TOTAL: 1,748 SQ.FT.
PARKING REQUIRED: 1,748 / 250 = 7 STALL
BUSINESS OCCUPANCY GROUP: "M"
OCCUPANCY LOAD: 1,200 / 30 = 40

NOTE:
THIS PROJECT SHALL COMPLY WITH THE 2019
CALIFORNIA BUILDING CODE, WHICH ADOPTS THE
2016 IBC, 2016 UFGC, 2012 UPC AND THE 2011 NEC.

NOTE:
THIS PROJECT SHALL COMPLY WITH THE CPC 2019
CALIFORNIA FIRE CODE

NOTE:
ALL ELECTRICAL PENETRATIONS INTO THE COOLER
SHALL BE SEALED PER SECTION 300-7 OF THE NEC.

BUILDING DATA:

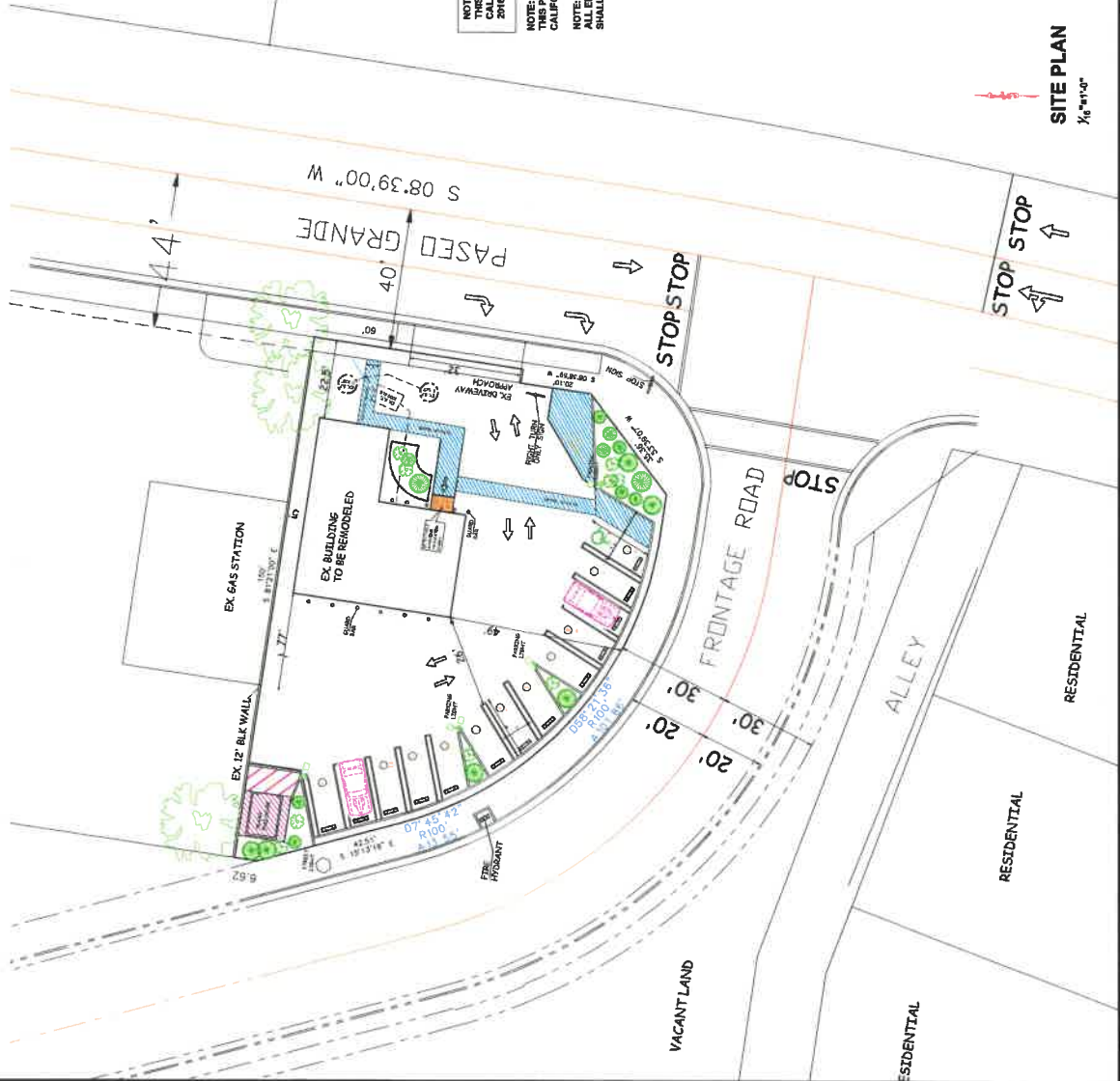
OCCUPANCY: M
TYPE OF CONSTRUCTION: V-B
FIRE SPRINKLERS: REQUIRED (FULLY SPRINKLER DEFERRED)
APPLICABLE CODE YEAR: 2019 CPC, 2019 CBC, CPC, CMC, CEC
STORIES: 1
OCCUPANCY LOAD: 15 SQ.FT./P
EXT: 3
REQUIRED EXT: 2

NOTE:
24 HOURS SECURITY WITH FULL CAMERA:
SEMPER PATROL SECURITY PROTECTION

26061 CRESTPEAK CT.
 MENIFEE, CA 92554
 Phone: 951-334-4867
 Email: semperpatrol@gmail.com
 PPO#120604

SHEET INDEX:

- A-0 SITE PLAN
- A-1 FLOOR PLAN
- A-2 ELEVATIONS AND TRASH ENCLOSURE, FENCE WALL
- A-3 BUILDING VIEW
- L-1 SITE LIGHTING PLAN
- ADA ADA DETAIL



SITE PLAN
1/8" = 1'-0"

Project:
REMODELING
LOT 2 OF
648 PASEO GRANDE
CORONA, CA 92882

ACF Group, Inc.
750 S. LINCOLN AVE. #104-167
CORONA, CA 92882
(951) 272-8181, (951) 272-8794 FAX

Owner:
JASON AND
PATRICIA
HALE



REVISIONS:

MARK	DATE	BY	NO.

DRAWN BY: R.A.

DESIGN BY: R.A.
CHECK BY: M.R.
DATE: 8/30/20
PROJECT #:
03006-6920-WO

TITLE:
SITE PLAN

PAGE NO.:
A-0



REVISIONS:
 MARK J. LEE, D.Y.

DRAWN BY: R.A.

DES. BY: R.A.

CHEK BY: M.R.

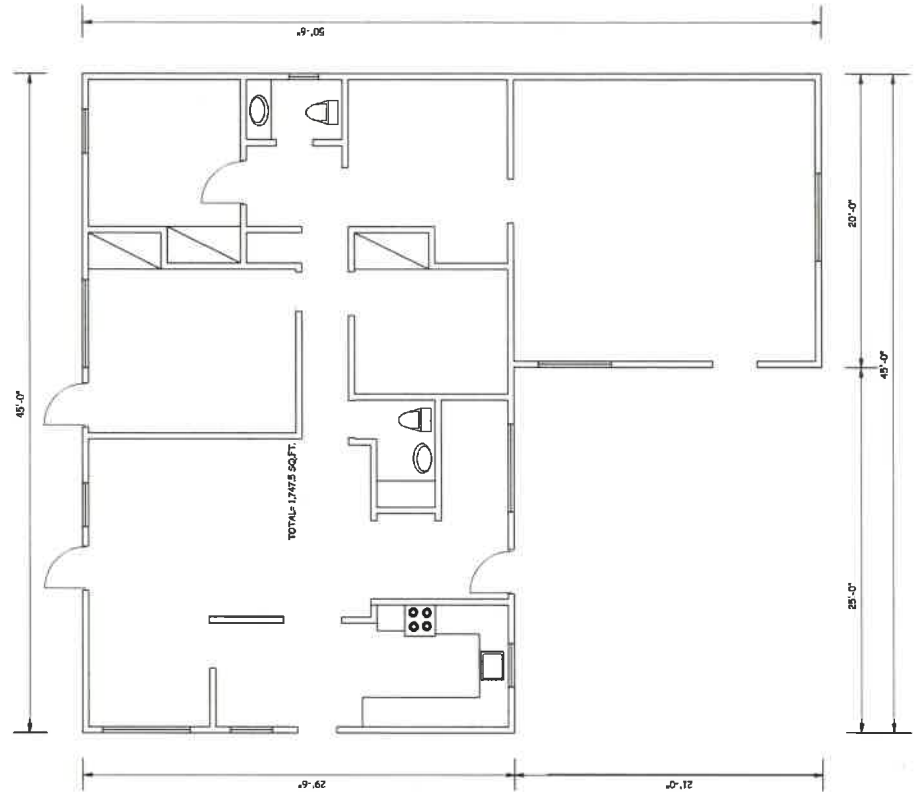
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PROJECT #:
 0309-8950-WO

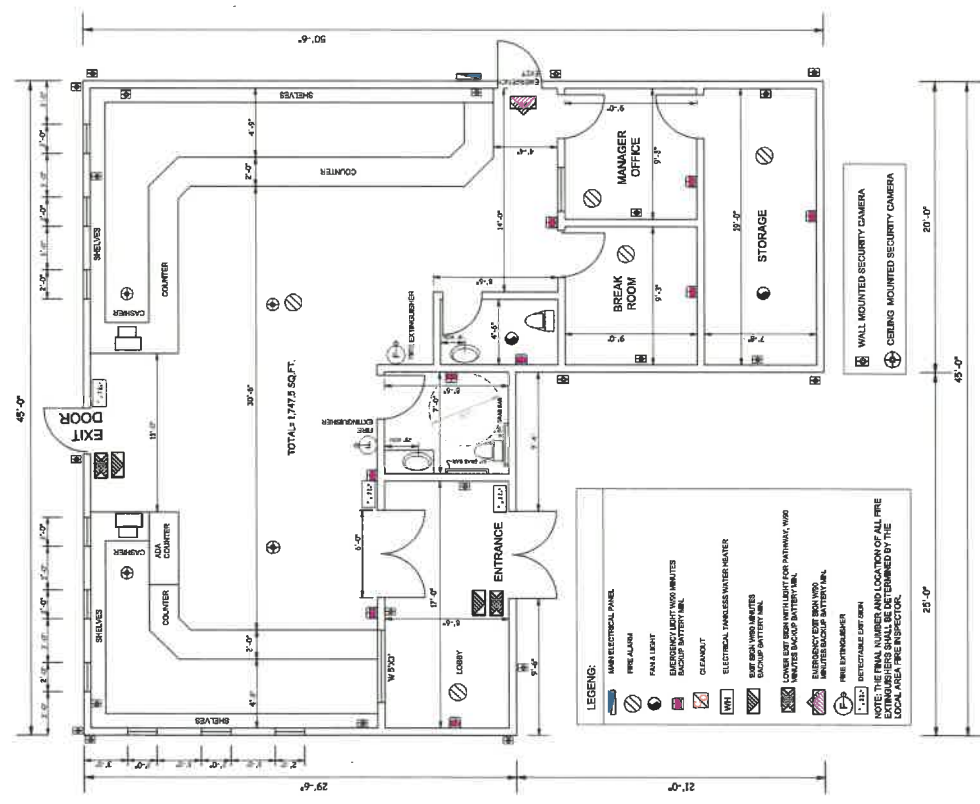
TITLE:
 FLOOR PLAN

PAGE NO.:

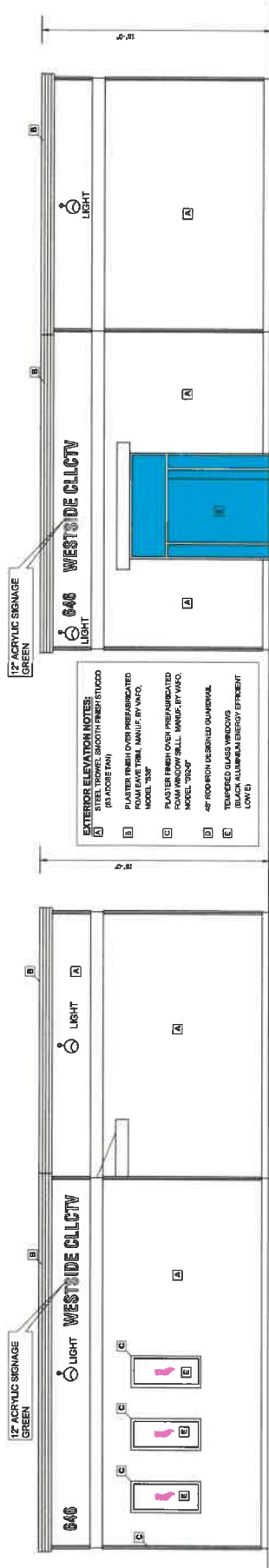
A-1



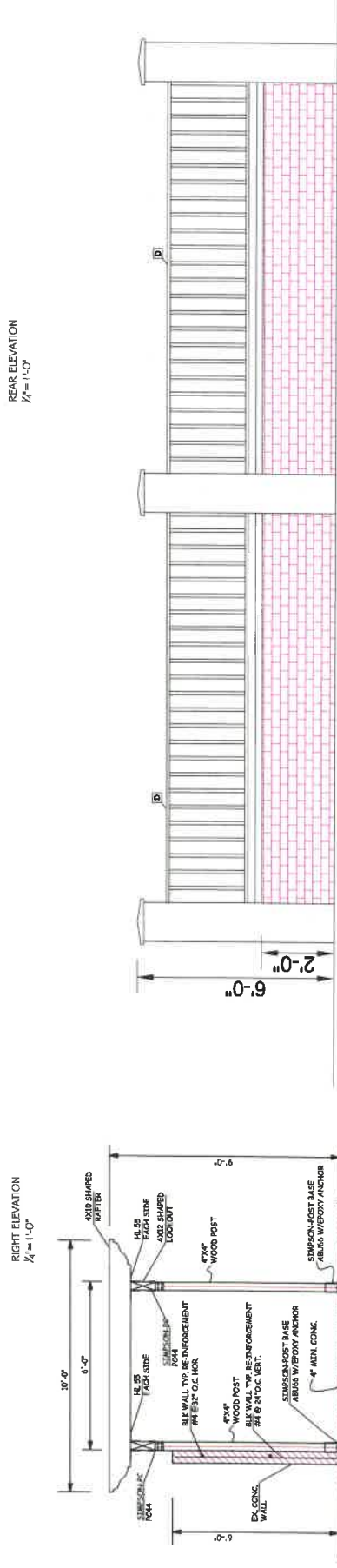
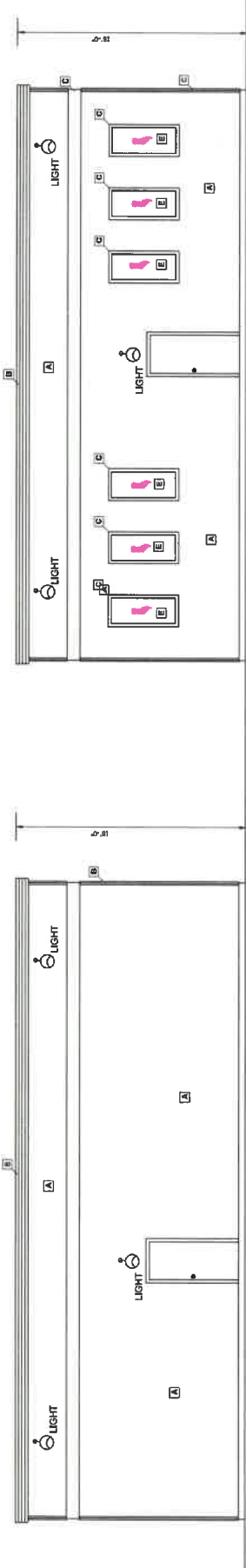
EXISTING FLOOR PLAN
 1/4"=1'-0"



PROPOSED FLOOR PLAN
 1/4"=1'-0"



EXTERIOR ELEVATION NOTES:
 (1) PLACE FINISH
 (2) STEEL TROWEL, SMOOTH FINISH STUDIOS
 (3) PLASTER FINISH OVER PREPARED
 FOAM LAITE TRIM, MANUF. BY VACO,
 MODEL 338
 (4) PLASTER FINISH OVER PREPARED
 FOAM WINDOW SILL, MANUF. BY VACO,
 MODEL 335-04
 (5) 4\"/>



TYP. FENCE WALL & 12\"/>

Project:

REMODELING
OF
646 PANDEO GRANDE
CORONA, CA 92882

Owner:

JASON AND
PATRICIA
HALE



REVISIONS:

MARK DATE T'S JBY

NO.	DATE	T'S	JBY

DRAWN BY: R.A.

DS BY: R.A.

CHK BY: M.R.

DATE: 8/30/20

PROJECT #:

03006-0920-WO

TITLE:

BUILDING VIEW

PAGE NO.:

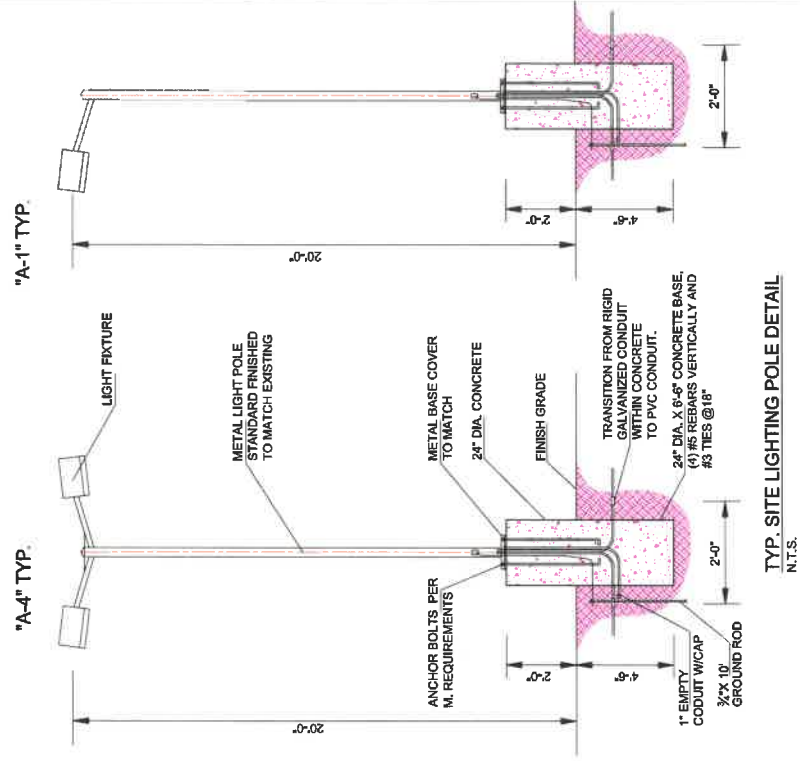
A-3



SOUTHEAST
N.T.S.



SOUTHWEST
N.T.S.



TYP. SITE LIGHTING POLE DETAIL
 N.T.S.

LUMINAIRE SCHEDULE:

SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	DESCRIPTION	TOTAL WAT
■	1	A-4	2 & 90°	176,000	0.750	SSS18B44+- 3' BASE	800
■	3	A-1	SINGLE	125,000	0.750	SSS18B1-1+3' BASE	750
■	8	A-W	SINGLE	75,000	0.750	WALL MOUNTED LIGHT	1200

DEVELOPMENT AGREEMENT NO. 2000015

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

Higher Point Cannabis

Lon J. Smith

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means an amount equal to \$16.00 multiplied by the entire

Cannabis Area, as shown on Exhibit “G”, and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

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

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

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

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

1.1.7 “Development Approvals” means all permits and other entitlements for use

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

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

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

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

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

1.1.11 “Existing Development Approvals” means all Development Approvals

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

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

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

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

1.1.14 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed

of trust or any other security-device lender, and their successors and assigns.

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

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

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

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

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

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

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

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

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map Showing Property and Its Location

Exhibit “C” - Existing Development Approvals

Exhibit “D” - Existing Land Use Regulations

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

Exhibit “F” - Applicable Annual Public Benefits Base Payments

Exhibit “G” - Commercial Cannabis Area calculation exhibit.

Exhibit “H” - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of ten years thereafter, unless this term is modified or extended for one additional five

year term pursuant to the provisions of this Agreement and so long as the Project is in compliance with all applicable conditions of approval and County ordinances.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form reasonably acceptable to COUNTY, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

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

shall not inure to such transferee until and unless such agreement is executed.

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

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

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

2.5 Amendment or Cancellation of Agreement. 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. 20032) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements set forth in Resolution No. 2020-124.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 200032.

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

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

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

2.7 Notices.

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

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

(i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when

delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors

Riverside County Administrative Center

4080 Lemon Street, First Floor

Riverside, CA 92502

Fax No. (951) 955-1071

with copies to:

County Executive Officer

Riverside County Administrative Center

4080 Lemon Street, 4th Floor

Riverside, CA 92501

Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use

Transportation and Land Management Agency

Riverside County Administrative Center,

4080 Lemon Street, 12th Floor

Riverside, CA 92501

Fax No. (951) 955-1817

and

County Counsel

County of Riverside

3960 Orange Street, Suite 500

Riverside, CA 92501

Fax No. (951) 955-6363

If to OWNER:

Lon J. Smith

Higher Point Cannabis

646 Paseo Grande

Corona, CA 92882

(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.

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.

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

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment

district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

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

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

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

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

6. REVIEW FOR COMPLIANCE.

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

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

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

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 200032 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement and CUP No. 200032 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

burden of proof on this issue shall be on OWNER.

(b) Upon completion of an annual review or a special review, the TLMA Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

Dated: _____

By: _____
Karen Spiegel
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy
(SEAL)

OWNER: Higher Point Cannabis, a
California Corporation

Dated: _____

By: _____

Lon J. Smith
Chief Executive Officer and Secretary

Dated: _____

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. 2000015

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. 2000015

MAP OF PROPERTY AND ITS LOCATION

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

EXHIBIT "C"

Development Agreement No. 2000015

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. 2000015

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4950
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements for the
Consideration of Development Agreements
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

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

EXHIBIT “E”

Development Agreement No. 2000015

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

*(This exhibit will show the Commercial Cannabis Activity as approved and a description of
the activity)*

EXHIBIT "F"

Development Agreement No. 2000015

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

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

EXHIBIT "G"

Development Agreement No. 2000015

CANNABIS AREA CALCULATION EXHIBIT

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

EXHIBIT "H"

Development Agreement No. 2000015

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$38,000 with an annual increase of 5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY
 Charissa Leach, P.E.
 Assistant CEO/TLMA Director



08/11/21, 2:57 pm

CUP200032

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP200032. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1 AND - Preamble

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Plan (CUP200032) and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

Advisory Notification. 2 AND - Project Description & Operational Limits

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

Development Agreement No. 2000015 (DA2000015) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP200032 and DA2000015, and provides community benefits to the West Corona Area.

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

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

Advisory Notification. 3 AND - Exhibits

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

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

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

1. Compliance with applicable Federal Regulations, including, but not limited to:

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

- National Pollutant Discharge Elimination System (NPDES)
 - Clean Water Act
 - Migratory Bird Treaty Act (MBTA)
2. Compliance with applicable State Regulations, including, but not limited to:
- The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
 - Government Code Section 66020 (90 Days to Protest)
 - Government Code Section 66499.37 (Hold Harmless)
 - State Subdivision Map Act
 - Native American Cultural Resources, and Human Remains (Inadvertent Find)
 - School District Impact Compliance
3. Compliance with applicable County Regulations, including, but not limited to:
- Ord. No. 348 (Land Use Planning and Zoning Regulations)
 - Ord. No. 413 (Regulating Vehicle Parking)
 - Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
 - Ord. No. 457 (Building Requirements)
 - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
 - Ord. No. 484 (Control of Blowing Sand)
 - Ord. No. 625 (Right to Farm)
 - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
 - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
 - Ord. No. 878 (Regarding Noisy Animals)
 - Ord. No. 655 (Regulating Light Pollution)
 - Ord. No. 671 (Consolidated Fees)
 - Ord. No. 787 (Fire Code)
 - Ord. No. 847 (Regulating Noise)
 - Ord. No. 857 (Business Licensing)
 - Ord. No. 859 (Water Efficient Landscape Requirements)
 - Ord. No. 915 (Regulating Outdoor Lighting)
 - Ord. No. 916 (Cottage Food Operations)
 - Ord. No. 925 (Prohibiting Marijuana Cultivating)
 - Ord. No. 927 (Regulating Short Term Rentals)
 - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)
4. Mitigation Fee Ordinances
- Ord. No. 659 Development Impact Fees (DIF)
 - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
 - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

E Health

E Health. 1 DEH ECP COMMENT

Based on the information provided in the environmental assessment documents submitted for this project

ADVISORY NOTIFICATION DOCUMENT

E Health

E Health. 1 DEH ECP COMMENT (cont.)

and a site visit conducted by RCDEH-ECP (Riverside County Department of Environmental Health – Environmental Cleanup Program) staff and with the provision that the information was accurate and representative of site conditions, RCDEH-ECP concludes no further environmental assessment is required for this project.

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

E Health. 2 DEH LU COMMENTS

DEH Comments:

Project Summary:

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

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

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

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

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

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

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

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

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

Santa Ana Regional Water Quality Control Board (SARWQCB) Clearance

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

The Department of Environmental Health (DEH) reserves the right to regulate in accordance with all applicable rules and regulations should further information indicate the requirements.

General

General. 1 General – Business Licensing

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

ADVISORY NOTIFICATION DOCUMENT

General

General. 1 General – Business Licensing (cont.)

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

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

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project,

ADVISORY NOTIFICATION DOCUMENT

General

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

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

General. 5 **General – Human Remains**

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

General. 6 **General – Review Fees**

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

General. 7 **General – Unanticipated Resources**

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

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

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

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

ADVISORY NOTIFICATION DOCUMENT

General

General. 7

General – Unanticipated Resources (cont.)

** 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

15 - PLANNING - Landscape Requirement

Landscape Requirement

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

The developer/ permit holder shall:

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

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

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

Planning. 2

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. 3

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. 4

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 4 General - C. Suspension, Revocation, or Termination of State License (cont.)

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. 5 General - D. Health and Safety

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

Planning. 6 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. 7 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. 8 General - G. Commercial Cannabis Activity Operator Qualifications

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 8 General - G. Commercial Cannabis Activity Operator Qualifications (cont.)

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

Planning. 9 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. 10 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. 11 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. 12 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. 13 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. 14 General - M. Restriction on Consumption

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

Planning. 15 General - N. Security - Part 1

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 15

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

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

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

Planning. 16

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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 16 **General - N. Security - Part 2 (cont.)**

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

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

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

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

Planning. 17 **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. 18 **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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 18

General - P. Signage (cont.)

6. No signs placed on the lot of a Commercial Cannabis Activity shall obstruct any entrance or exit to the building or any window.
7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.
8. Signage shall not be directly illuminated, internally or externally.
9. No banners, flags, billboards, or other prohibited signs may be used at any time.

Planning. 19

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. 20

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. 21

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 21 General - S. Waste Water (cont.)

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.

Planning. 22 General - T. Parking

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

Planning. 23 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. 24 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. 25 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. 26 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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

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

18 years of age and that they hold a valid Physician's Recommendation.

Planning-All. 8 Cannabis Retail Operations - 3

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

Planning-All. 9 Cannabis Retail Operations - 4

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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

Planning-All. 12 Cannabis Retail Operations - 7

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

Planning-All. 13 Cannabis Retail Operations - 8

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

Planning-All. 14 Cannabis Retail Operations - 9

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

Transportation

Transportation. 1 Gen - Custom

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

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 Gen - Custom (cont.)

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

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

Waste Resources

Waste Resources. 1 Gen - Custom

Advisory Notices

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

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

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

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

For more information, please visit:

www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory

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

ADVISORY NOTIFICATION DOCUMENT

Waste Resources

Waste Resources. 1

Gen - Custom (cont.)

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

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Fire

080 - Fire. 2 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. 3 Prior to permit Not Satisfied
1. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet to a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 1/2" x 2 1/2") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3.)
2. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3)

Survey

080 - Survey. 1 SURVEY Not Satisfied
Prior to construction, the project shall comply with the following requirements, as approved by the Transportation Department, to clear this condition:
• Prior to construction, if survey monuments including centerline monuments, tie points, property corners and benchmarks found it shall be located and tied out and corner records filed with the County Surveyor pursuant to Section 8771 of the Business & Professions Code. Survey points destroyed during construction shall be reset, and a second corner record filed for those points prior to completion and acceptance of the improvements.

Transportation

080 - Transportation. 1 80 - TRANSPORTATION - Landscape Common Area CCRs Not Satisfied
Landscape Common Area CCRs

The developer/ permit holder shall:

Prior to map recordation, the developer/permit holder shall submit Covenants, Conditions, and Restrictions (CC&R) to the Riverside County Counsel for review along with the required fees set forth by the Riverside County Fee Schedule.

For purposes of landscaping and maintenance, the following minimum elements shall be incorporated into the CC&R's:

1) Permanent public, quasi-public or private maintenance organization shall be established for proper management of the water efficient landscape and irrigation systems. Any agreements with the maintenance organization shall stipulate that maintenance of landscaped areas will occur in accordance with Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.

2) The CC&R's shall prohibit the use of water-intensive landscaping and require the use of low water use landscaping pursuant to the provisions of Ordinance No. 859 (as adopted and any amendments

Plan: CUP200032

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80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 1 80 - TRANSPORTATION - Landscape Common Area CCRs (Not Satisfied thereto).

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

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

080 - Transportation. 2 80 - TRANSPORTATION - Landscape Inspection Deposit Re Not Satisfied
Landscape Inspection Deposit Required

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

The developer/ permit holder shall:

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

080 - Transportation. 3 80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ Not Satisfied
Landscape Plot Plan/Permit Required

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

The developer/ permit holder shall:

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

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

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

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 3 80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ Not Satisfied

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

When applicable, plans shall include the following components:

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

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

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

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

080 - Transportation. 4 80 - TRANSPORTATION - Landscape Project Specific Requiri Not Satisfied

Landscape Project Specific Requirements

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

The developer/ permit holder shall:

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

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

b. Project shall comply with the latest version of Ord. 859 ETo of .45, for commercial applications, .50 ETo for residential, or .70 ETo for recycled water uses. Project shall comply with the latest State Model Water Efficient Landscape Ordinance. Project shall comply with the local servicing water purveyor/district/company landscape requirements including those related to recycled water.

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 4 80 - TRANSPORTATION - Landscape Project Specific Requi Not Satisfied

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

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

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

f. Trees shall be hydrozoned separately.

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

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

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

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

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

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

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

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

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

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

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

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

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 4 80 - TRANSPORTATION - Landscape Project Specific Requi Not Satisfied

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

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

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

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

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

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

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

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

080 - Transportation. 6 LANDSCAPING DESIGN PLANS Not Satisfied

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

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

080 - Transportation. 7 UTILITY COORDINATION Not Satisfied

Proposed electrical power lines below 33.6 KV within public right of way for this project site shall be designed to be placed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. A disposition note describing the above shall be reflected on the site plan. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

Plan: CUP200032

Parcel: 102250057

80. Prior To Building Permit Issuance

Waste Resources

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

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

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

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

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

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 E Health Clearance Not Satisfied

Prior to building permit final, clearance must be obtained from the Department of Environmental Health.

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

090 - E Health. 2 Gen - Custom Not Satisfied

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

090 - E Health. 3 Hazmat Clearance Not Satisfied

Obtain clearance from the Hazardous Materials Management Division.

Plan: CUP200032

Parcel: 102250057

90. Prior to Building Final Inspection

E Health

090 - E Health. 3 Hazmat Clearance (cont.) Not Satisfied

Transportation

090 - Transportation. 1 90 - TRANSPORTATION - Landscape Inspection and Drought Not Satisfied
Landscape Inspection and Drought Compliance

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

The developer/ permit holder shall:

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

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

090 - Transportation. 2 COMPLETE ANNEXATION INTO L&LMD OR OTHER DISTRICT Not Satisfied

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

090 - Transportation. 3 FEE PAYMENT Not Satisfied

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

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

090 - Transportation. 4 IMPROVEMENTS Not Satisfied

IMPROVEMENTS

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

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

090 - Transportation. 5 LANDSCAPING INSTALLATION COMPLETION Not Satisfied

Plan: CUP200032

Parcel: 102250057

90. Prior to Building Final Inspection

Transportation

090 - Transportation. 5 LANDSCAPING INSTALLATION COMPLETION (cont.) Not Satisfied

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

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

090 - Transportation. 6 UTILITY INSTALL Not Satisfied

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

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

Waste Resources

090 - Waste Resources. 1 Gen - Custom Not Satisfied

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

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

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

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

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

From: [Villalobos, Gabriel](#)
To: [Jay Eastman](#)
Cc: [Rosalva Ureno](#)
Subject: RE: Request for Comment - Conditional Use Permit No. 20032
Date: Thursday, July 15, 2021 5:09:00 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[Will-Serve Letter 646 Paseo Grande-2.pdf](#)
[Higher Point VMT Memo 5-14-2021.pdf](#)

Good Afternoon,

I wanted to follow up to your comments with some responses prepared by the county regarding Conditional Use Permit No. 200032, the application for a commercial cannabis retailer located at 646 Paseo Grande Within the City of Corona's Sphere of Influence.

1. This condition has been applied by the Transportation Department and the driveway shall be redeveloped to support the commercial use while also allowing right turn only in and out from the site. (090 – Transportation. 3 – IMPROVEMENTS)
2. The project has been reviewed to meet the above-mentioned standards, a conceptual landscaping plan shall be submitted and reviewed for compliance with county standards, all parking spaces shall be setback 3 feet from the property line, the interior driveways meet the commercial standard of 24 feet for pulling in and out of parking spaces for circulation, and the Waste Resources Department has conditioned the project to provide details for trash collection. (080 – Waste Resources. 1 – Recyclables Collection and Loading Area)
3. The Planning Department received a Will Serve letter from the applicant (attached) which indicates that the City of Corona shall serve the site and that the existing septic system shall be removed by the applicant. Please let us know if any additional information is required at this time.
4. The Riverside County Transportation Department also reviewed and approved the attached VMT memo indicating that the project has been screened out of further VMT analysis based off of the size of the proposed use. If any further information is required at this time please let me know and I will get back to you as soon as possible.

Gabriel Villalobos

Riverside County Planning
4080 Lemon Street 12th Floor
Riverside, CA 92501
951-955-6184



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From: Jay Eastman <Jay.Eastman@CoronaCA.gov>
Sent: Wednesday, May 5, 2021 1:52 PM
To: Villalobos, Gabriel <GVillalo@rivco.org>
Cc: Rosalva Ureno <Rosalva.Ureno@CoronaCA.gov>
Subject: RE: Request for Comment - Conditional Use Permit No. 20032

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.

Thank you for the opportunity to comment on Conditional Use Permit No. 20032.

The City of Corona respects the County's authority to adopt and implement commercial cannabis regulations and processes that are different than the City of Corona; therefore the City has no comment related to the proposed use.

The City has done a general review of the proposed site plan and has the following initial comments:

1. The project appears to utilize the driveway on Paseo Grande that accommodates the needs of the existing single-family residence. The City is concerned with the proximity of the ingress/egress driveway to (1) the Paseo Grande/Frontage intersection, and (2) access driveways to the existing commercial center to the East, across Paseo Grande. To minimize conflict, the City requests that the County consider a condition of approval to prohibit left turns out of the project site; and consider restrictions that limit driveway access to right-in and right-out.
2. The City's Planning Division has not reviewed the project for conformance to the County's development standards. However, the site plan illustrates a surface parking lot that wraps around the existing building. The parking lot has limited landscape fingers, no noticeable shade trees, and generally has very poor vehicle circulation. City staff would encourage the County to thoroughly review the project for, at minimum, compliance with landscaping standards, parking lot setbacks at the property line, vehicle turn-around templates, service trucks access to/from the trash enclosure, etc.
3. The City assumes that all utilities and public services will be provided by the County, and the City would not be asked to extend or otherwise provide utilities or public services, including but not limited to responses by the City's police and fire department. If the County is expecting the City to provide any utility or public services, then the City would

like to identify how the proposal and/or cannabis business will be mitigated through the use's entitlement process.

4. Will you please provide the City's Traffic Division with an estimate of the number of trips the proposed business is projected to generate, so the City can verify that there are no foreseeable impacts on City streets.

Please contact me if you have any questions related to the comments above.

Sincerely,



Jay Eastman, AICP
Planning Manager, Community Development Department
400 S. Vicentia Ave., Corona, CA 92882
951-736-2299 | www.CoronaCA.gov



****** City Hall is now open to the public with extended business hours ******
We are here to serve you from 7:00 AM to 6:00 PM Monday – Thursday.
City Hall is closed on Fridays.

From: Villalobos, Gabriel <GVillalo@rivco.org>
Sent: Friday, April 16, 2021 12:38 PM
To: Cannabis Info <CannabisInfo@CoronaCA.gov>
Subject: Request for Comment - Conditional Use Permit No. 20032

[CAUTION] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I am the project planner for a proposed Cannabis Retail Storefront located at 646 Paseo Grande, Corona, CA 91720. The project site is located within the City of Corona's sphere of influence so I wanted to provide you the opportunity to comment. Please feel free to reach out with any questions you may have, thanks!

Gabriel Villalobos
Riverside County Planning
4080 Lemon Street 12th Floor
Riverside, CA 92501
951-955-6184



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[County of Riverside California](#)



City of Corona
Department of Water and Power
"Protecting Public Health"

Office: 951.739.4943

400 S Vicentia Ave
Corona, CA 92882 – www.coronaca.gov

February 5, 2021

Higher Point Cannabis
951-575-6530
IONS1978@GMAIL.COM
872 Washington Street
Perris, CA 92571

Permit #: DWPL2021-0004
Subject: **Water and Sewer requirements for 646 Paseo Grande**

Dear Sir / madam,

This letter is to confirm that the property at the address noted above is eligible to receive water and/or sewer collection service from the City of Corona upon satisfaction of all terms and conditions for service, and payment of applicable fees and charges, as set forth in the City's applicable Rules and Regulations. In addition, water and sewer service shall be subject to the following terms and conditions:

1. Water and sewer service will be provided pursuant to all City Rules and Regulations, as they may be amended, including but not limited to the City's water conservation ordinance (Corona Municipal Code Chapter 13.28), and the other requirements contained in Chapters 13.08, 13.12, 13.14, and 13.26.
2. The applicant shall satisfy all terms and conditions of service and pay all applicable water connection fees and charges set forth in the City's applicable Rules and Regulations as established pursuant to Chapter 13.14 of the Corona Municipal Code. No additional water connection fees will be required unless you require a larger water service for your use. The applicable fee will be the then-current fee at the time the fee is paid, which may be higher than the fee in effect as of the date of this letter.
3. If sewer service is extended to these properties in the future, the applicant shall pay all applicable sewer connection fees established pursuant to Chapters 13.12 and 13.14 of the Corona Municipal Code, i.e. purchase of sewer capacity will be required. The applicable fee will be the then-current fee at the time the fee is paid.

DWPL2021-0004 – Higher Point Cannabis at 646 Paseo Grande

Page 2

January 28th, 2021

If you have any questions or need any additional information, please contact me at (951) 739-4912 or Vernon.Weisman@coronaca.gov

Sincerely,



Vernon Weisman, PE
District Engineer

- C: Michele Hindersinn, Public Works
- C: Chris Horn, Public Works
- C: G&G Environmental - DWP



Charissa Leach, P.E.
Assistant TLMA Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

General Application Form

Submit this completed General Application Form, along with a signed [Applicant-Property Owner Signature Form](#), and an applicable Supplemental Information Form. The Forms are located on the Planning Dept. website's Development Application page (<https://planning.rctlma.org/Development-Process/Applications>) or by clicking on the applicable link above or below. Filing Instructions documents are also available on that webpage.

Select the applicable Application Type(s):

Legislative Actions	
<input type="checkbox"/> Change of Zone	<input checked="" type="checkbox"/> Development Agreement
<input type="checkbox"/> General Plan Amendment – Land Use	<input type="checkbox"/> Specific Plan
<input type="checkbox"/> General Plan Amendment – Circulation Section	<input type="checkbox"/> Specific Plan Amendment
Subdivisions	
<input type="checkbox"/> Tentative Tract Map	<input type="checkbox"/> Minor Change
<input type="checkbox"/> Tentative Parcel Map	<input type="checkbox"/> Revised Map
<input type="checkbox"/> Vesting Map	<input type="checkbox"/> Land Division Phasing Map
<input type="checkbox"/> Amendment to Final Map	<input type="checkbox"/> Extension of Time (Ord. No. 460)
<input type="checkbox"/> Reversion to Acreage	
Use Permits	
<input checked="" type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Revised Use Permit or Plot Plan
<input type="checkbox"/> Plot Plan	<input type="checkbox"/> Surface Mining Permit
<input type="checkbox"/> Plot Plan – Administrative (Minor Plot Plan)	<input type="checkbox"/> Reclamation Plan/Interim Management Plan
<input type="checkbox"/> Public Use Permit	<input type="checkbox"/> Revised Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Wind Energy Conversion System Permit	<input type="checkbox"/> Extension of Time (Ord. No. 348)
<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Solar Power Plant
<input type="checkbox"/> Variance	<input type="checkbox"/> Commercial Cannabis
<input type="checkbox"/> Commercial Hog Ranch Permit/Amended Permit	
Ministerial Actions	
<input type="checkbox"/> Crowing Fowl Permit	<input type="checkbox"/> Extension of Non-Conforming Use Status
<input type="checkbox"/> FFA or 4-H Project	<input type="checkbox"/> Outdoor Advertising Display Permit (Billboard)
<input type="checkbox"/> Exception to Notice Ordinance (No. 847)	<input type="checkbox"/> Public Convenience and Necessity Determination
<input type="checkbox"/> Food Truck	<input type="checkbox"/> Setback Adjustment
<input type="checkbox"/> Grading Permit Initial Study	<input type="checkbox"/> Substantial Conformance to Minor Plot Plan
<input type="checkbox"/> Historic District Alteration Permit	<input type="checkbox"/> Substantial Conformance to Plot Plan or Use Permit
<input type="checkbox"/> Large Family Day Care Permit	<input type="checkbox"/> Substantial Conformance to Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Living Native Tree Removal Permit	<input type="checkbox"/> Substantial Conformance with a Specific Plan
<input type="checkbox"/> Minor Temporary Event Permit	<input type="checkbox"/> Special Multiple-Family Development Review
<input type="checkbox"/> Determination of Non-Conforming Use Status	
Miscellaneous Actions	
<input type="checkbox"/> Agricultural Preserve Disestablishment-Diminishment	<input type="checkbox"/> Request for Deposit for Planning Research
<input type="checkbox"/> Agricultural Preserve Establishment-Enlargement	<input type="checkbox"/> Geology Report Review
<input type="checkbox"/> Entry into Land Contract within Agricultural Preserve	<input type="checkbox"/> Request for Pre-Application Review
<input type="checkbox"/> Agricultural Preserve Notice of Non-Renewal	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS)
<input type="checkbox"/> Request for Zoning Affidavit or Rebuild Letter	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS Lite)
<input type="checkbox"/> MSHCP Expedited Review Process (ERP)	

GENERAL APPLICATION FORM

Note: The Applicant represents that he/she has the express authority to submit this application on behalf of the Property Owner(s) and understands that the "Applicant" is not assignable without written consent by the County of Riverside, who will not consent to reassignment unless any outstanding costs have been paid by Applicant, and that all deposit statements, requests for deposits or refunds shall be directed to the Applicant.

Applicant Contact (BILLING CONTACT):			Higher Point Cannabis		
Contact Person:	Lon <small>First Name</small>	J <small>Middle Name</small>	Smith <small>Last Name</small>		
E-mail Address:	LonSM1978@gmail.com				
Mailing Address:	17551 <small>Street Number</small>	Holden Drive <small>Street Name</small>		 <small>Unit or Suite</small>	
	Perris <small>City</small>	CA <small>State</small>	92570 <small>Zip Code</small>		
Daytime Phone No.:	9518503384		Mobile Phone No.:	9518503384	

Engineer/Representative Contact, if any:			ACE Engineering		
Contact Person:	Rod <small>First Name</small>	 <small>Middle Name</small>	Arsalan <small>Last Name</small>		
E-mail Address:	AceNG114@gmail.com				
Mailing Address:	750 <small>Street Number</small>	S/ Lincoln Ave. <small>Street Name</small>		104-167 <small>Unit or Suite</small>	
	Corona <small>City</small>	CA <small>State</small>	92882 <small>Zip Code</small>		
Daytime Phone No.:	7143250860		Mobile Phone No.:	7143250860	

Property Owner Contact:			Jason Hale		
Contact Person:	Jason <small>First Name</small>	 <small>Middle Name</small>	Hale <small>Last Name</small>		
E-mail Address:	JHalesc@yahoo.com				
Mailing Address:	2903 <small>Street Number</small>	Rebano <small>Street Name</small>		 <small>Unit or Suite</small>	
	San Clemente <small>City</small>	ca <small>State</small>	92673 <small>Zip Code</small>		
Daytime Phone No.:	9494360686		Mobile Phone No.:	9494360686	

Check this box if there are additional persons or entities who have an ownership interest in the subject property or properties that comprise this Application and complete one or more [Additional Property Owner Sheets](#).

GENERAL APPLICATION FORM

PROPERTY INFORMATION:

Assessor's Parcel Number(s):

102-250-057 and 059

Approximate Gross Acreage: **.18**

I/We, the applicant, certify that the following responses are true and correct. Yes No

Generally, Ministerial Actions and Miscellaneous Actions, will not require the completion of the following Sections: "Hazardous Site Review Statement," "Hazardous Materials Disclosure Statement," "Airport Influence Area/ Federal Aviation Regulation Part 77," "Military Land Use Compatibility," or "Water Quality Management Plan Information." as part of this Application Form.

HAZARDOUS SITE REVIEW STATEMENT

[Government Code Section 65962.5\(f\)](#) requires the applicant for any development project to consult specified state-prepared lists and submit a signed statement to the local agency indicating whether the project is located on an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated this development project with respect to the [Cal EPA's Cortese List Data Resources webpage](#) and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is NOT located on any of the lists compiled pursuant to Section 65962.(e) of the Government Code.
- The project IS located on one of the lists compiled pursuant to Section 65962.(e) of the Government Code. Please specify the list, the date of list, and the property's regulatory identification number:

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

AIRPORT INFLUENCE AREA/ FEDERAL AVIATION REGULATION PART 77

Is the project located within an Airport Influence Area?

Yes No

If yes, review of projects, excluding Ministerial and Miscellaneous Actions, by the [Riverside County Airport Land Use Commission](#) will be required.

Please refer to Riverside County's Map My County website to determine if the Plan is located within an Airport Influence Area (using the Planning Layer – Airport Layers) (https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)

Generally, applications, excluding Ministerial and Miscellaneous Actions, within 8 miles of March Air Reserve Base or within 4 miles of other airports may require a Federal Aviation Administration (FAA) [Obstruction Evaluation/Airport Airspace Analysis](#).

MILITARY LAND USE COMPATIBILITY

Using the [California Military Land Use Compatibility Analyst website](#), the owner or authorized agent has determined whether the project is 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

WATER QUALITY MANAGEMENT PLAN INFORMATION

Is the project located within any of the following Watersheds? Check the appropriate box if applicable.

- [Santa Ana/San Jacinto Valley Region](#)
- [Santa Margarita Region](#)
- [Santa Margarita Region-Other Development Project](#)
- [Whitewater Region](#)

Please refer to Riverside County's Map My County website to determine if the Plan is located within any of these watersheds (using the Geographic Layer – Watershed) (https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)

If any of these checkboxes are checked, go to the Planning Department website's Development Application page's Miscellaneous Exhibits/Materials subsection (Project Specific Water Quality Management Plan (WQMP) Checklists to complete the applicable Checklist Form, or click on the adjacent link to open the applicable Checklist Form. Complete the form and attach a copy of the completed form as part of the Development Application package.

If the completed Checklist Form concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a Plan shall be prepared and included along with the completed Checklist as part of the submittal of the Development Application package.

STEP 2: This completes the required information on this General Application form. Open the following link to access and complete the [Applicant-Property Owner Signature Form](#). Completion of an applicable Supplemental Information Form for a particular application may also be required. Please refer to the

GENERAL APPLICATION FORM

Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for the application type selected.

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms_General_Application_Form.docx
Revised: 06/04/2020

NOTICE OF PUBLIC HEARING

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

CONDITIONAL USE PERMIT NO. 200032 and DEVELOPMENT AGREEMENT NO. 2000015 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200070 – Applicant: Higher Point Cannabis – Second Supervisorial District – West Corona Zoning Area – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Frontage Road, southerly of W. 6th Street, and westerly of Paseo Grande – 0.28 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Conditional Use Permit No. 200032 proposes to use an existing 1,748 sq. ft. building as a cannabis retail storefront location and will include tenant improvements to the existing building and site. Development Agreement No. 2000015 would impose a lifespan on the proposed cannabis project and provide community benefit to the West Corona area. APN's: 102-250-057 and 102-250-059.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING: **AUGUST 18, 2021**
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER
BOARD CHAMBERS, 1ST FLOOR
4080 LEMON STREET, RIVERSIDE, CA 92501

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

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

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

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

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

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

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on July 16, 2021,

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

APN (s) or case numbers CUP200032 / DA2000015 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

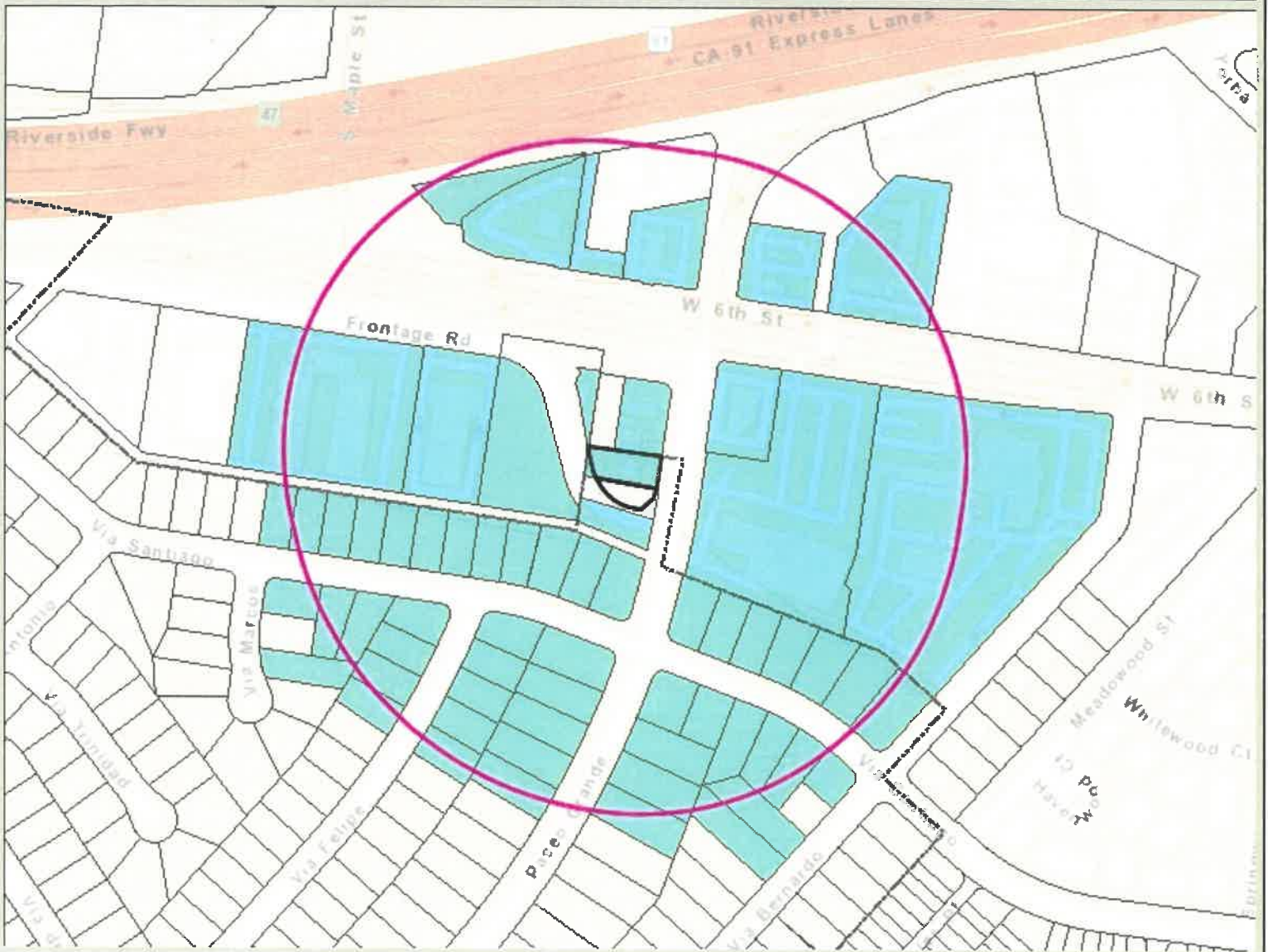
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP200032 / DA2000015 (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... 7/20/2021 2:49:25 PM

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102261005
ARMANDO P. GONZALEZ
1757 VIA SANTIAGO
CORONA CA 92882

102261009
JOSEPH PEELE
1733 VIA SANTIAGO
CORONA CA 92882

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

102241013
NATALIA PAYAN
710 PASEO GRANDE
CORONA CA 92882

102222040
JUAN C. MORENO
713 VIA MARCOS
CORONA CA 92882

102222041
CAROLINA PEREZ BARRERA
1896 VIA SANTIAGO
CORONA CA 92882

102223014
BEATRIZ DURAN GARCIA
713 VIA FELIPE
CORONA CA 92882

102241012
ERIC PHAM
716 PASEO GRANDE
CORONA CA 92882

102242014
LYNN ANN HULL
711 PASEO GRANDE
CORONA CA 92882

102250025
NORBERTO SEIDE
1811 VIA SANTIAGO
CORONA CA 92882

102250027
JOSE FLORES CARRILLO
1833 VIA SANTIAGO
CORONA CA 92882

102250030
LYNNETTE HOEY
1869 VIA SANTIAGO
CORONA CA 92882

102250031
DEREK DEBANO
1881 VIA SANTIAGO
CORONA CA 92882

102261004
AMELIA F. ESPINOZA
639 PASEO GRANDE
CORONA CA 92882

102270013
HOLLINGSWORTH JAMES W
8653 HAYES ST
LA MESA CA 91941

102290004
HETAL
1701 W 6TH ST
CORONA CA 92882

102242019
ASLAN KHAMO
1426 PEPPERTREE DR
LA HABRA HEIGHTS CA 90631

102242022
GERALD MYERS
806 VIA BERNARDO
CORONA CA 92882

102250026
LUCIO D BERMUDEZ CRUZ
1825 VIA SANTIAGO
CORONA CA 92882

102250029
JAVIER HERNANDEZ
1857 VIA SANTIAGO
CORONA CA 92882

102250047
RIVERSIDE COUNTY TRANSPORTAION COMM
4080 LEMON ST 3RD FL
RIVERSIDE CA 92502

102222036
ALICE E. ORTEGA
746 VIA FELIPE
CORONA CA 92882

102222042
MCNELIS JOAN THERESE TRUST
1888 VIA SANTIAGO
CORONA CA 92882

102223013
SHAHZAD CHAUDHRY
2157 ALPINEMIST ST
CORONA CA 92879

102241011
ALICE A. PALACIOS
722 PASEO GRANDE
CORONA CA 92882

102241014
AMIT M. PELES
1701 PATRICIA PL
CORONA CA 92880

102242017
THELMA CASTILLO LOPEZ
1742 VIA SANTIAGO
CORONA CA 92882

102242018
RONNIE GONZALEZ
1736 VIA SANTIAGO
CORONA CA 92882

102250034
VICTOR M ALFARO BELLO
1911 VIA SANTIAGO
CORONA CA 92882

102250035
CONSUELO NUNEZ
1923 VIA SANTIAGO
CORONA CA 92882

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

102261002
MILLER FAMILY REAL ESTATE
9350 S 150 EAST STE 900
SANDY UT 84070

102261006
MIGUEL OLIVARES
1751 VIA SANTIAGO
CORONA CA 92882

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

102242015
PATRICIA E. PEREZ
703 PASEO GRANDE
CORONA CA 92882

102242021
RAUL A. SANCHEZ
738 VIA BERNARDO
CORONA CA 92882

102261011
SHIVOM
1560 E 6TH ST
CORONA CA 92879

102241010
MONICA CHRISTINE REYES
750 S LINCOLN AVE # 104-454
CORONA CA 92882

102222037
AMADOR CARRILLO
736 VIA FELIPE
CORONA CA 92882

102223012
RYAN ASHLEY CALDWELL
733 VIA FELIPE
CORONA CA 92882

102242038
ARLYNN K. ALLEN
1756 VIA SANTIAGO
CORONA CA 92882

102250024
JON STEVEN FELLING
5338 LOS MONTEROS
YORBA LINDA CA 92887

102250050
AMIR S. IBRAHIM
3070 SHADOW CANYON CIR
NORCO CA 92860

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

102250032
GILBERTO CRUZ
1893 VIA SANTIAGO
CORONA CA 92882

102261007
VINCENT M. GRIZZLE
1745 VIA SANTIAGO
CORONA CA 92882

102242012
LAURO AGUAYO
723 PASEO GRANDE
CORONA CA 92882

102250028
MARIA LUZ LUCATERO
1847 VIA SANTIAGO
CORONA CA 92882

102250058
RIVERSIDE COUNTY TRANSPORTATION
4080 LEMON ST 3RD FL
RIVERSIDE CA 92502

102222043
JUAN ARELLANES
724 VIA FELIPE
CORONA CA 92882

102222044
JOSEPH ARREDONDO
714 VIA FELIPE
CORONA CA 92882

102223010
ALEX G. GOMEZ
753 VIA FELIPE
CORONA CA 92882

102250049
KEVIN THANH DOAN
PO BOX 8338
HUNTINGTON BEACH CA 92615

102250062
AMIR S. IBRAHIM
616 PASEO GRANDE
CORONA CA 92882

102270016
KAPITAL PROPERTIES
1825 W 6TH ST
CORONA CA 92882

102222038
GERALD M. FRIED
735 VIA MARCOS
CORONA CA 92882

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

102242016
ISMAEL CAMARILLO
1748 VIA SANTIAGO
CORONA CA 92882

102250033
ISAIAS ELIZARRAVAS
1901 VIA SANTIAGO
CORONA CA 92882

102261010
DIANA GIRGIS
690 VIA BERNARDO
CORONA CA 92882

102270015
WURTMAN PROP
P O BOX 81782
BAKERSFIELD CA 93380

102250057
JASON ARCH HALE
1566 E CARLETON CT
CORONA CA 92881

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

102261008
SAN CIPRIANO ZELAYA
1739 VIA SANTIAGO
CORONA CA 92882

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

Applicant/Owner:

Lon Smith
17551 Holden Drive
Perris, CA 92570

Non-County Agencies:

Applicant/Owner:

Lon Smith
17551 Holden Drive
Perris, CA 92570

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

Engineer/Rep:

Joshua Naggar
277 E. 4th St., Suite F PMB 106
Perris, CA 92570

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

Engineer/Rep:

Joshua Naggar
277 E. 4th St., Suite F PMB 106
Perris, CA 92570

Owner:

Jason Hale
2903 Rebano
San Clemente, CA 92673

Owner:

Jason Hale
2903 Rebano
San Clemente, CA 92673



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Interim TLMA Director

NOTICE OF EXEMPTION

TO: Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
 County of Riverside County Clerk

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

38686 El Cerrito Road
Palm Desert, CA 92201

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

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

Project Description: Conditional Use Permit No. 200032 (CUP200032) proposes to use an existing 1,748 square foot building as a storefront cannabis retailer with office space for the cannabis business and will include tenant improvements to the existing building and site. In addition, the cannabis retailer shall also offer mobile deliveries during normal business hours. Development Agreement No. 2000015 (DA2000015) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP200032 and DA2000015, and provides community benefits to the West Corona Area.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: Higher Point Cannabis, c/o Lon Smith, 17551 Holden Drive, Perris, CA 92570

Exempt Status: (Check one)

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

Reasons why project is exempt: This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), Class I. 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. Examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP200032 includes the renovation of an existing 1,748 square foot building previously used as a beauty salon to be used as a Cannabis retail storefront. Renovations proposed include interior partitions as well as facade improvements to the exterior of the building. In addition, this exemption also allows for the demolition and removal of small structures including "a store, motel, office, restaurant, and similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use." The proposed project also includes the demolition and removal of a storage area attached to the western portion of the existing building. Under this categorical exemption, the described demolition would be exempted as the project is located within an urbanized area and the primary existing commercial structure would remain intact.

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption), which provides the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts as no grading activities are proposed and facade and other tenant improvements are included to renovate and improve the site. 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.

None of the exceptions pursuant to State CEQA Guidelines Section 15300.2 apply. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). The proposed location of the cannabis business is not within an environmentally sensitive area and the use would be permitted as it meets all general plan, zoning, and distance requirements as established through the Cannabis ordinance for Riverside County. Lastly, the project shall also have no impact on scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway as it is not located near a scenic highway. Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

<u>Gabriel Villalobos</u> County Contact Person	<u>(951) 455-6184</u> Phone Number
<u>Gabriel Villalobos</u> Signature	<u>Project Planner</u> Title
	<u>8/11/21</u> Date

Date Received for Filing and Posting at OPR: _____