



Planning Commission Regular Meeting **STAFF REPORT**

ITEM NO. PH 1

Meeting: Planning Commission Regular Meeting of Tuesday, June 24, 2025

Title: **Proposal for a 3,443 square-foot Cannabis Retail Establishment**

Title Description: **Recommendation to the City Council regarding Conditional Use Permit (CUP) 25-003, Site Plan Review (SPR) 25-032, Development Agreement and determination of exemption from CEQA:** a request to approve a Cannabis Retail establishment ("Rilano"), expand an existing 2,137 square-foot commercial retail space an additional 1,306 square feet, totaling 3,443 square feet of cannabis retail space, and associated tenant improvements, within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone, located at 216 E Rowland St, Covina, CA, 91723 (APN: 8451-001-019).

Presented by: **Eduardo Lomeli, Assistant Planner**

PROJECT SITE INFORMATION

A. Project Information:

Request: Conditional Use Permit (CUP) 25-003
Site Plan Review (SPR) 25-032
Development Agreement

Applicant/Authorized Agent: Andrew McIntyre

Property Owner: City of Covina

Location: 216 E Rowland St

Assessor Parcel Map No's: 8451-001-019

B. Site and Surrounding Land Uses:

The following table provides the General Plan designation, Zoning, and existing uses of the site and surrounding areas:

Table 1: Site and Surrounding Land Uses

	General Plan	Zoning	Existing Uses
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Site	GC- General Commercial	Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A	Multi-Commercial Uses
North	GC- General Commercial	Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A	Drive Thru Restaurant (Golden Bowl)
South	GC- General Commercial	Commercial Zone (Administrative and Professional Office) C-P	Dentist
East	GC- General Commercial	Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A	Multi-Commercial Uses
West	GC- General Commercial	Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A	Multi-Commercial Uses

C. Site Characteristics:

The Project site is approximately 0.42 acres in size, with an existing 6,960-square-foot one-story commercial center. The building consists of four tenant spaces with existing retail and service-oriented commercial uses. The commercial center features two entry points accessible from South Second Avenue, as well as an additional access point from the west via an alleyway leading to Rowland Street. It is situated at the corner of Rowland and Second Streets, with its façade facing Rowland Street. Off street parking is available behind the commercial center with (45) forty-five existing parking spaces and (2) two handicap stalls. There are currently one (1) trash enclosure designated on this location.

BACKGROUND / PROJECT ANALYSIS

In September 2023, the City issued a Request for Proposals (RFP) inviting qualified individuals or companies to operate a cannabis business or a cannabis microbusiness within the city limits. The deadline for submitting proposals was December 20, 2023. The RFP outlined the criteria for qualification, which were reviewed by the Cannabis Committee, which consisted of the City Manager, Deputy City Manager, Chief of Police, and the Deputy City Manager/Community Development Director. The committee evaluated and scored the candidates based on the criteria specified in the RFP.

Candidates who met the requirements were invited to the next phase of review by the City Council. A City Council meeting was held to review the candidate submissions. Ultimately, the council is authorized to issue no more than three (3) Cannabis Business Permits, with one permit granted for every 15,000 residents, rounding down for any fraction, in accordance with Covina Municipal Code (CMC) Section 5.80.080. The entire vetting process took approximately 6 to 9 months. Those individuals or companies selected through this Request for Proposals (RFP) would then advance to the formal phases of obtaining a Cannabis Business Permit and a Conditional Use Permit (CUP).

On February 25, 2025, the applicant submitted applications for a Conditional Use Permit (CUP) and Site Plan

Review (SPR) for an interior and exterior tenant improvement to accommodate a cannabis retail store to allow the sale of cannabis products within the City of Covina.

Business Operation:

The hours of operation are Monday through Sunday, from 9:00 a.m. to 9:00 p.m. Deliveries will follow the same schedule. Online delivery orders will not be accepted after 8:00 p.m. to ensure that all orders are fulfilled by 9:00 p.m.

Security:

During business hours, one uniformed security officer will be assigned to the premises. Shifts will be offset in order to provide for scheduled rest and meal periods without adversely affecting security operations while also allowing for a broader range of coverage in the pre-opening and post-closing time frames. During Premises Patrol, the security officer will be tasked with maintaining an active, visible, presence throughout the interior and exterior areas of the premises. The primary responsibilities of the Premises Patrol security officer will include:

- Maintaining an active, visible security presence visible from the adjacent thoroughfares;
- Deterring and mitigating loitering/trespassing, consumption of cannabis within 100 feet of the premises;
- Escorting vendors and retail delivery drivers to/from the loading area and providing oversight of transfers; and
- Pre-screening those approaching the business for signs of criminal intent (e.g. disguises, weapons).

Design:

The proposed cannabis retail business will consist of interior improvements featuring a modern design aesthetic that includes raw oak woodgrain laminate and matte white laminate finishes. The sales floor will showcase an open floor concept, which will include a lobby check-in area, a sales area with glass display cases and counters, as well as an employee area that consists of an office, break room, security vault, and a product intake/delivery room. Additionally, an ATM will be available on the sales floor. Natural Surveillance was also incorporated into several key functions of the business including:

- The public entrance/exit is situated on a corner, readily visible to passersby from two adjacent public thoroughfares;
- Storefront windows on the north and east sides of the business allow visibility from the adjacent public thoroughfares into the screening lobby and retail areas;
- The vendor entrance is readily visible from adjacent parking and the public thoroughfare;
- The retail area and point-of-sale area are designed such that employees assigned to the sales area enjoy natural surveillance over the entry/exit and all areas of the retail area; and
- In lieu of a full-height wall separating the lobby from the retail area, the pony wall allows natural surveillance between staff in the Sales/Retail area and the lobby – affording the staff ample perception and reaction in the event of criminal activity.

Territorial Reinforcement was also incorporated into the public and private areas of the business:

- A pony wall separates the screening lobby from the retail area, ensuring the orderly and controlled screening of those seeking entry to the retail area;
- The sales area and retail area are separated by point-of-sale counters and swing gates, clearly communicating a boundary between the areas and affording protection to cash and product stored behind the point-of-sale counter; and

- Role-specific access credentialing of employees is afforded by its use of a common staff corridor with high-security rooms requiring credentialed access therefrom. This model allows all employees to access staff amenities without subjecting product, cash and infrastructure to vulnerability and employees without a legitimate business need to enter these areas.

Lighting:

The applicant has complied with the city’s lighting standards by submitting a comprehensive photometric lighting plan. The project site will be well-lit to enhance public safety and visibility. The applicant will install exterior security lighting that provides and maintains at least 1.5 foot-candles of uniform, white LED lighting around the perimeter of the building and at access points. For standalone cannabis businesses, it is essential that the exterior of the building and parking lot areas have sufficient lighting to ensure the safe movement of vehicles and pedestrians. Both the Planning Division and the Covina Police Department reviewed the photometric lighting plan and are satisfied with their proposal.

Parking:

Under Covina Municipal Code (“CMC”) Section 17.84.090, cannabis retailers must provide one parking spot for each 200 square feet of gross floor area plus one parking spot for each employee, unless otherwise determined by the director pursuant to a traffic and parking study.

Additionally, under CMC Section 17.72.050 regarding mixed tenant uses, when there are four or more stores with a combined gross floor area of at least 5,000 square feet, there must be one parking stall for every 200 square feet, with a 15 percent credit for common usage applied to the total parking stalls.

The project site currently offers 34 parking spaces. As outlined in Table 1 below, the Off-Site Parking Matrix summarizes the required on-site parking for the site and the proposed expanded use. Currently, there are 32 total parking spaces available, with roughly 10-15 employees. As part of their site improvements, the applicant is restriping and reconfiguring the parking layout to increase the number of parking stalls to accommodate the proposed and existing uses within the commercial center. A total to 47 parking spaces, including additional parallel parking along Rowland Street will be provided.

Please note that Assembly Bill 2097 (AB 2097) is a recent law in California that prohibits public agencies and cities from imposing minimum automobile parking requirements on most development projects situated within a half-mile radius of a major transit stop. This project is approximately 0.14 miles from a high-frequency bus stop. The applicant has chosen to provide the required parking spaces, and staff has confirmed that there is adequate parking available on-site.

Table – 1
Off-Site Required Parking Matrix

Minimum Required Off-Street Commercial Parking Space(s)	Total Gross Floor	Parking Space Provided
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<p><u>Cannabis Retail Store</u> - One for each 200 square feet of gross floor area plus one for each employee at any shift, unless otherwise determined by the director pursuant to a traffic and parking study.</p> <ul style="list-style-type: none"> In the case of “Mixed Uses”, where there are at least four or more stores, and at least 5,000 square feet of gross floor area, there shall be one stall for each 200 square feet, minus 15 percent credit for common usage, for parking stalls 	<p>3,443 sf ÷ 200 sf = 17.2 parking stalls</p> <p>15 employee = 15 parking stalls</p> <p>= 32 parking stalls</p> <p>3,443 sf ÷ 200 sf = 32 parking stalls x 0.15 = 4.8 (round up) = 5 spaces credited toward required parking (32 minus 5)</p> <p>Total parking w/credit applied = 27 parking stalls</p>	<p>45 Parking stalls</p> <p>2 ADA parking stalls</p>
Total:	27 parking spaces	47 parking spaces

Conditional Use Permit:

Under Chapter 17.84 (“Cannabis Prohibitions and Regulations”) of the CMC, any proposal for cannabis retail must include a development agreement and a conditional use permit. Additionally, the proposal must comply with the standards outlined within the chapter, as well as the requirements of the underlying zoning district. For this property, the relevant zoning district requirements typically pertain to the “Commercial (Regional or Community Shopping Center)/C-3A” zone and CMC Chapter 17.84. As previously described, all proposed modifications to accommodate such use are interior tenant improvements and exterior site improvements that will include parking resurfacing and restriping.

Cannabis Business Permit:

Upon receiving the planning commission's recommendation for approval to the City Council, the applicant must begin the Cannabis Business Permit approval process with the Code Enforcement Division. This division will handle the permit application and oversee the annual cannabis renewal permit in collaboration with the Covina Police Department, as well as the Planning and Building & Safety Divisions. Once the City Council formally approves the project and all documentation approval requirements are met, a Cannabis Business Permit will be issued.

Business License:

All applicants who wish to establish, maintain, operate, or conduct a cannabis business in the city must obtain a business license. To secure a Cannabis Business Permit, a business license is necessary.

State License:

All applicants who proposes to establish, maintain, operate, or conduct a cannabis business in the city and every property for which a cannabis business is proposed to be established, maintained, operated, or conducted shall obtain all state licenses for the activity to be conducted. The applicant must cooperate with other public agencies to secure all necessary state license(s) prior to obtaining a Cannabis Business Permit through Code Enforcement.

Development Agreement:

Prior to commencement of any commercial cannabis activities, the applicant must enter into a development agreement with the city. This agreement is a prerequisite for obtaining a conditional use permit and will outline the terms and conditions under which the cannabis business will operate, in addition to the requirements specified in this chapter. The conditions of the agreement shall include, but are not limited to:

- a) Public outreach and education.
- b) Payment of community benefit fees and any other charges agreed upon by both parties.
- c) Approval of architectural plans, which should include the site plan, floor plan, and elevation.
- d) Provisions for terminating the agreement or invalidating or revoking the conditional use permit.
- e) Indemnification of the city and all its officials and employees from actions by third parties. This includes, but is not limited to, enforcement issues arising from conflicts between state and federal law or challenges to the issuance of a permit for the cannabis business.
- f) Any other terms and conditions that will protect and promote the public health, safety, and welfare of all residents in the city.

A copy of the development agreement is attached. (Attachment No. F) Government Code section 65867 requires both the planning commission and by the city council to hold a public hearing to consider adoption of a development agreement.

Operation and Management Plan.

City staff, comprising the Planning Division, Code Enforcement, and the Covina Police, met with our counterparts from the City of Santa Ana to gain a better understanding of cannabis business operations. To further enhance our knowledge, Santa Ana staff conducted detailed site visits to various cannabis retail establishments to observe their day-to-day operations and management practices. Following these visits, City staff reviewed the application for the proposed operation and management plan and found no concerns and are satisfied with the proposal presented.

Signage:

In accordance with CMC 17.84.090.C, no cannabis or cannabis products, nor graphics depicting cannabis or cannabis products, will be visible from the exterior of the business or on any vehicles owned or used by the business.

No outdoor storage of cannabis or cannabis products is permitted at any time. According to CMC 17.84.070.H.7, Rilano will notify all patrons of the following through conspicuous signage posted throughout the premises, including within the lobby and in view of the point of sale area:

- The secondary sale, barter, or distribution of cannabis is a crime and can lead to arrest.
- Loitering on and around the cannabis business is prohibited by California Penal Code Section 647(e). Patrons must leave the site immediately and are not allowed to consume cannabis in the vicinity of the cannabis retail site, on the property, or in the parking lot.
- Patrons may be subject to prosecution under federal cannabis laws.
- The use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery.

Rilano will post a clearly legible sign in a prominent location outside the building, near the entrance to the premises, indicating that the following actions are prohibited on the premises:

- Smoking, ingesting, or consuming cannabis, marijuana, or alcohol
- Possessing deadly weapons, including concealed firearms, even if licensed
- Allowing persons under the age of 21 on the premises
- Wearing hats, sunglasses, hoodies, or other accessories that obscure identity
- Bringing personal bags, backpacks, duffel bags, large purses, or other containers

All signage submitted by the applicant will be reviewed as a separate sign permit application, and related plans will be required to demonstrate compliance with the City's cannabis sign ordinance for the property.

FINDINGS OF FACTS

CMC Section 17.62.120 provides that the Planning Commission, in approving a Conditional Use Permit shall find as follows:

A. Findings for Conditional Use Permit (CMC Section 17.62.120)

1. **The site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this title to adjust the use with land and uses in the neighborhood.**

Facts: The overall 6,960-square-foot building has existed on the subject site since 1954, with no known issues pertaining to appurtenant commercial activities. The 3,443 square feet interior space in which the proposed cannabis retail store would operate appears to have sufficient physical dimensions to support the use of retail, in addition, as noted under project analysis, the proposed parking lot configuration would accommodate the parking needs of the business. The subject site is located within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone. Part of the scope of work is providing exterior lighting for visibility and to safely illuminate during hours of darkness. City staff surveyed and inspected the proposed cannabis business location, as measured in a straight line 600 feet from the property line, to the nearest property line of a school, day care center, youth center and park and determined the proposed location is not within 600 feet of a sensitive use and, therefore complies with this provision. **Therefore, as proposed, this criterion has been met.**

2. **That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.**

Facts: The site is located within an established development, uses conform well to the surrounding neighborhood infrastructure, and support services with access to major streets, freeway system, and retail services. The proposed use involves a cannabis retail store generating a negligible increase in traffic. There is more than one accessway on site which can avoid congestion. The City/Traffic engineer has reviewed the proposal and determined that Rowland St and Second Ave has sufficient widths and capacities to accommodate this use. **Therefore, as proposed, this criterion has been met.**

3. **The proposed use will have no adverse effects on the abutting properties or the permitted use thereof.**

Facts: As noted under the first finding, the appurtenant commercial building has existed for many years. Relative to the current building and supporting improvements on the project site, the changes would constitute a refinement of the interior and its appurtenances. No potentially negative impacts

relative to the cannabis business. In addition, the approval of conditions would provide the city with adequate requirements for ensuring the project and use compatibility with the surroundings, and the proposed Cannabis business would not become a nuisance for adjacent businesses. The proposed cannabis business meets the cannabis regulations under CMC Section 17.84.070. **Therefore, as proposed, this criterion has been met.**

4. **That the conditions stated in the decision are deemed necessary to protect public health, safety, and general welfare. Such conditions include regulation of use, regulation of signs, requiring maintenance of grounds, regulation of noise, vibrations, odors, etc., regulation of time for certain activities, duration of use, and any such other conditions as will make possible the development of the city in an orderly and efficient manner and conformity with the intent and purposes set forth in this title.**

Facts: The operation of a cannabis retail store is conditionally permitted within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone. All activities associated with the business will be conducted in a manner that will meet the provisions of Chapter 9.40 (Noise - which seeks to prevent unusual noises and vibrations). Approval of these applications will expire 2 years from the date of Project approval if building permits are not issued unless otherwise extended pursuant to applicable laws. Conditions of approval have been formulated to ensure that the proposed improvements for cannabis retail business establishment will operate in a manner consistent with the Covina Municipal Code and will not negatively affect the public health, safety, and general welfare of the community. Conditions of approval will ensure that the site maintains mitigates noise level and operate within the approved business hours. No major public health or safety-related impacts have been identified during the project review. The Development Review Committee, comprised of Building and Safety, Environmental Services, Los Angeles County Fire, Covina Police Department, and Planning and Engineering, were provided with the opportunity to review and comment on the project application. In addition, the proposed use has been conditioned to ensure that no potential issues would arise during operations. The staff's comments confirm that the proposed use would operate in a manner consistent with the Covina Municipal Code and would not negatively affect the public health, safety, and general welfare of the community. **Therefore, as conditioned, this criterion has been met.**

B. Findings for Site Plan Review (CMC Section 17.64.070)

In order to approve the Site Plan Review (SPR) application, the Planning Commission must make the findings as listed below:

1. **All provisions of Title of the CMC are complied with;**

Facts: As described in detail within the "Project Analysis," the proposed operation of a cannabis retail store within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone. Conditions of approval will ensure that the site conforms with all the requirements from maintenance to mitigating the odor within the site. The site is located within an established area characterized by existing streets, sidewalks, walls, existing structures, and uses that conform well to surrounding commercial infrastructure, circulation, and support services. The project would have no negative impacts on existing streets and sidewalks in that the proposed project is a minor tenant improvement with minimal impact on existing and surrounding traffic conditions with the proximity to public transit, and other forms of accessible transportation options (i.e., Uber, walking, cycling, etc.) With the overall improvements, and recommended conditions of approval, the proposed use will have no adverse effect on surrounding properties. **Therefore, as conditioned, this criterion has been met.**

2. **The design and layout of the proposed development are consistent with the general plan, zoning code, development standards of the applicable zoning district, specific plans, design guidelines and objective design standards;**

Facts: The proposed scope of work is consistent and conforms to the City of Covina's General Plan Goals in that the establishment of a cannabis retail store "Encourage the revitalization or upgrading of deteriorating commercial and industrial structures through City, private development, and/or other efforts." The proposed cannabis retail business conforms to the City's design guidelines for said use, as reviewed and determined by planning staff. As such, the proposed scope of work satisfies all applicable guidelines to the project, as outlined under the Covina Municipal Code, Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone Development Standards, the Covina Design Guidelines, and General Plan. **Therefore, as conditioned, this criterion has been met.**

3. **The design of the proposed development or the alterations to existing structures will not interfere with the use and enjoyment of existing neighborhood and future development, and will not create traffic or pedestrian hazards;**

Fact: As described in detail within the 'Project Analysis' and illustrated on attached architectural plans (Attachment D), the proposed project complies with all required development standards (i.e. size, shape, setbacks, walls, fences, parking, loading, landscaping) for the establishment of cannabis retail business and other associated improvements. The subject site is located within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone with a blend of fabrication, manufacturing, assembly or processing of materials which will be compatible and not interfere with any of the business surrounding the site. The subject site is within an established area characterized by commercial uses, connecting well to existing neighborhood infrastructure and support services. Proposed improvements to the site are aesthetically pleasing, functional, and visually compatible with neighboring structures and the area within which it is proposed to be located and follow the Covina Municipal Code. Staff assesses all applications in the City for the suitability of the space and its proposed uses. Any cannabis retail business is reviewed for the location of the retail area, loading spaces, queuing line, bathroom facilities, mechanical/electrical/plumbing improvements, security, landscape, and sales floor area ensure that they are operating as stated. The project site is approximately 18,164 square feet (0.42 acres) in land area and developed with a 6,960 square foot existing commercial building occupied by multiple tenants. **Therefore, this criterion has been met.**

4. **The proposed development has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA);**

Fact: The proposed Project is designed and in conformance with development standards consistent with the character, appearance, and features described within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone there by facilitating the desired sustainability and stability adequate for its environment, the neighborhood, and the community it will serve. Under the California Environmental Quality Act (CEQA) Guidelines Section 15301(e)(1), for "additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet." The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center's floor area. The project involves interior improvements and upgrades. No structural additions are proposed. **Therefore, this criterion has been met.**

5. **The proposed development will not be detrimental to the public health, safety or welfare or materially injurious to the properties or improvements in the vicinity;**

Facts: Construction activities during the tenant improvements are not likely to cause serious public health problems. All potentially hazardous materials used during project construction will be disposed of in accordance with manufacturers' specifications and instructions, thereby reducing the risk of hazardous materials use. In addition, the Project would comply with all applicable federal, state, and local requirements concerning the use, storage, and management of hazardous materials, including but not limited to the Resource Conservation and Recovery Act, California Hazardous Waste Control Law, federal and state Occupational Safety and Health Acts, SCAQMD rules, and permits and associated conditions issued by the Building and Safety Division. **Therefore, as conditioned, this criterion has been met.**

6. **The development complies with the provisions for dedications, public improvements and undergrounding utilities pursuant to CMC 17.64.140 and congestion management and transportation demand management requirements pursuant to CMC 17.64.150;**

Facts: All new utility service lines that are installed to serve the tenant space shall be placed underground. The Applicant shall comply with any other utility and/or street improvements required by the Department of Public Works (Engineering, Traffic, and Environmental Services). **Therefore, as conditioned, this condition has been met.**

C. Findings for Development Agreement (Government Code Section 65867.5)

A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

PUBLIC HEARING NOTICE AND NOTIFICATION

All property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning Commission public hearing a minimum of ten (10) days before the hearing as required by law. In addition, the public hearing notice for June 24, 2025 was published in the San Gabriel Valley Examiner newspaper on June 12, 2025.

ENVIRONMENTAL DETERMINATION

Staff has determined that the project is exempt from the requirements of California Environmental Quality Act (CEQA) under Section 15301(e)(1), for "additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet." The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center's floor area. The project involves interior improvements and upgrades. No structural additions are proposed.

STAFF RECOMMENDATION

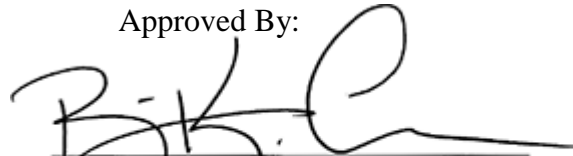
Staff recommends that the Planning Commission adopt Resolution No. 2025-009 recommending that the City Council approve Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-032, with the attached Conditions of Approval, and make a determination of exemption from California Environmental Quality Act (CEQA) ; and Resolution No. 2025-010 recommending that the City Council adopt Development Agreement XX and make a determination of exemption from CEQA.

Prepared by:



Eduardo Lomeli
Assistant Planner

Approved By:



Brian K. Lee
Director of Community Development

EXHIBITS

- A.** City Application
- B.** Cannabis Zoning Verification Letter
- C.** 300-feet radius map | address label
- D.** Submitted Plans
- E.** Resolution No. 2025-009 PC - (CUP)25-003 and (SPR)25-032, w/ Conditions of Approval
- F.** Resolution No. 2025-010 PC - Development Agreement
 - 1. Exhibit A – Ordinance No. XXX
 - 2. Development Agreement

ATTACHMENT A

City Application



CHECKLIST FOR Conditional Use Permit – Non Development

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

All property in Covina is divided into zones. Each zone is designated with certain permitted, conditional and prohibited uses for the land. The purpose of a "conditional use permit" is to allow for a special review and a determination if the proposed use or the location of that use is compatible with the surrounding uses. In reviewing a conditional use permit application, the staff and Planning Commission will evaluate such items as a building placement, massing, and size, characteristic of the use, traffic generation, noise, hours of operation, adequacy of parking, circulation, proposed intensity, landscaping and overall compatibility of the use with adjoining properties and other related development impacts. Conditions may be imposed as necessary to insure that the proposed use will be compatible with the surrounding properties and environment. The Planning Commission is required to hold at least one public hearing on the Conditional Use Permit Application. At least 10 days prior to the meeting, owners of property within 300 feet of the subject site will be notified by mail of the forthcoming hearing, and a notice of the public hearing will be posted. The Planning Commission's decision is final, unless an appeal is filed. For further information, refer to Covina Municipal Code Section 17.62.

SECTION 1: Filing Requirements

- ☒ Standard Application Form
- ☒ Property Owner's Authorization Form, Project Contact List Form, Project Description Form
- ☒ **Four (4) sets** of the development plans, **FOLDED** (see Section 4), to be reviewed by staff for completeness and accuracy
- ☒ **One (1) flash drive with complete digital submittal package AND plans** (files smaller than 12.5mb are acceptable as PDF attachments, larger files must be sent via google link, dropbox link, or similar service). **Do NOT embed a google link**
- ☒ Public Hearing Information
 - ☒ Property ownership list: Two sets of typed, gummed labels on 8-1/2" x 11" sheets, listing the name, address, and assessor's parcel number of all property owners within 300 feet of the exterior boundaries of the subject property (see format in attached example). The list shall be obtained from the latest equalized assessment roll issued by the Tax Assessor
 - ☒ A radius map drawn on the Assessor's Parcel Maps, spliced together on an 8-1/2" x 11" format, indicating the subject property with a 300 foot radius drawn around the property as shown in the attached example
 - ☒ An affidavit certifying property owners' list

SECTION 2: Filing Fees

Contact the Planning Division to determine which fees are applicable

- ☐ Conditional Use Permit See current fee list
- ☐ Public Works – Environmental Services See current fee list

SECTION 3: Plan Preparation Guidelines

Plans not conforming to these guidelines will not be accepted for processing

- ☒ 1. All plans shall be drawn on uniform size sheets no greater than 24" by 36" in size
- ☒ 2. All plans shall be drawn to an engineering scale of 1" = 20', 1" = 30', 1" = 40', or 1" = 50' with the scale clearly labeled and with the north arrow oriented towards the top of the sheet
- ☒ 3. All required plans shall be collated and stapled together as an individual development plan set; each set shall be folded to the size of 8" by 13" and secured with a rubber band

- ☒ 4. All plans shall be clear, legible, and accurately scaled

SECTION 4: Contents of Development Plans

The items listed below are considered a minimum; additional information may be necessary for clarification during the review process

☒ **A. Detailed Site Plan shall include the following:**

- ☐ Name, address, and phone number of the applicant and the author of the plan (architect, engineer, etc.)
- ☐ Property lines with lot dimensions
- ☐ Dimensioned locations of:
 - ☐ Setbacks (actual) from all buildings to street curb face and the side and rear property lines
 - ☐ Existing street dedications and improvements, including curbs, gutters, sidewalks, and paving widths
 - ☐ Nearby areas and driveways
 - ☐ Dimensions and square footage of all buildings, structures including the main house, garage, porches, decks, patios and sheds
 - ☐ Distances between buildings and/or structures
- ☐ Location, height, and materials of the walls and fences (Sections if required)
- ☐ Existing improvements to the property, and the location of the proposed uses

☒ **B. Elevations shall include the following:**

- ☐ All sides of building elevations for all existing and proposed building and structures. Label North, South, East West elevations
- ☐ Label all existing and proposed building materials

☒ **C. Floor Plan shall include the following:**

Residential

- ☐ All floors, including labels use of each room (bedroom, kitchen, game room, etc.)
- ☐ Dimension all exterior walls, doors, windows, and room sizes

Non-Residential

- ☐ The proposed seating arrangement and number of seats and aisle-ways
- ☐ The location of interior uses (i.e. office, bathroom, waiting area, etc.)
- ☐ Dimension all room sizes, corridors and hallways, and aisle widths
- ☐ Show existing and proposed improvements
- ☐ Churches and schools shall also indicate location of public assembly rooms (i.e., sanctuary or other meeting rooms for 50 or more persons) and classrooms, nurseries, exit pathway and doors, location of existing or proposed 1-hour fire-rated walls, and label the number of children and adults in each classroom

☐ **D. Roof Plans shall include the following: (if applicable)**

- ☐ Show locations of existing and new roof mounted equipment and/or projections
- ☐ Cross sections showing roof parapet can screen the roof mounted equipment and/or projections

ALL PLANS ARE TO BE FOLDED, BY THE APPLICANT, PRIOR TO SUBMITTAL.

NOTE: After the Conditional Use Permit is approved by the Planning Commission, please contact Building & Safety Division for additional and specific requirements and fees for Building Plan Review Submittal.



Standard Application Form – 1

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

Applicant Information

Name of Proposed Project: Rilano Covina Retail Cannabis Store	STAFF USE ONLY	
Project Address: 216 East Rowland Street, Covina CA 91723		
Assessor's Parcel Number: 8451-001-019		
Phone: () 626-367-6628	E-Mail: Rick@RilanoInc.com	MUNIS NO:
Applicant Name: Richard Probst, President, Rilano Covina Inc.		FILE NO:
Applicant Address: 216 East Rowland Street, Covina CA 91723		
Property Owner Name: WML-200BLDG, LLC (The McIntyre Company)		
Property Owner Address: 370 East Rowland Street, Covina CA 91723		

Project Type

Please check the type of project review requested. If you are applying for more than one review you may check all that apply.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> PCD Amendment | <input type="checkbox"/> Tree Preservation Permit
<input type="checkbox"/> Minor |
| <input checked="" type="checkbox"/> Development Agreement | <input type="checkbox"/> Public Convenience or necessity (ABC) | <input type="checkbox"/> Vacation of Alley, Easement, Street |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Site Plan Review-Major | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Historic Structure Designation | <input type="checkbox"/> Site Plan Review-Minor (Residential) | <input type="checkbox"/> Variance (Minor) |
| <input type="checkbox"/> Lot Line Adjustment/Lot Merger | <input type="checkbox"/> Site Plan Review-Minor (Non-Residential) | <input type="checkbox"/> Zoning Code Amendment/ Zone Change |
| <input type="checkbox"/> Pre-Application Review | <input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> Time Extension | <input type="checkbox"/> _____
(Other) |
| <input type="checkbox"/> Planned Community Development (PCD) | <input type="checkbox"/> Tentative Tract Map
<input type="checkbox"/> Time Extension | <input type="checkbox"/> _____
(Other) |

Project Description

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary)

Rilano Covina Inc. intends to open and operate a retail cannabis dispensary per Covina Ordinance guidelines.

Owner Certification

I certify that I am presently the legal owner of the above described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. If applicant is different from the legal property owner, a property owner's authorization form must accompany this application.

Date: 1/24/25 Signature: Andrew McIntyre
Print Name and Title: Andrew McIntyre President

STAFF USE ONLY

Date Received:	Received by:	Fees:	Receipt No:
----------------	--------------	-------	-------------



Standard Application – 2 Property Owner's Authorization Form

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

List the name(s) and address(es) of all property owner(s).

1. Owner Name: WLM-200 Bldg, LLC
Complete Address: 370 E. Rowland St Covina CA 91723
Email: thementyneinc@gmail.com Phone: 626-332-2978
2. Owner Name: _____
Complete Address: _____
Email: _____ Phone: _____
3. Owner Name: _____
Complete Address: _____
Email: _____ Phone: _____

Certification Statement

This letter shall serve to notify you and certify that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize:

Applicant's Name: Richard Probst, President, Rilano Covina Inc. Phone: 626-367-6628
Applicant's Complete Address: 216 East Rowland Street, Covina CA 91723 Email: Rick@RilanoInc.com

To file and present my/our interest for the referenced application(s): _____

Name (printed): Andrew McIntyre
Title: President Date: 1/24/25

Signature: Andrew McIntyre



Standard Application – 3 Project Description Form

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

A. General Information

Project Address or Assessor's Parcel Number: 216 East Rowland Street, Covina CA 91723

Site Area: 23,949 sqft Building Area: 3,443 sqft Building Height: _____ No. of Floors: 1

Total anticipated number of employees: 20 Max shift: 15 Hours of operation: 9am-9pm

Does the business involve the sale of any food or beverages? ☐ No ☒ Yes Pre-packaged infused edibles

Will the project be built in phases? ☒ No ☐ Yes If YES, a phasing plan is required to be submitted.

Will any permits be required from agencies other than the City (including a Hazardous Materials Business Plan)?

☐ No ☒ Yes If yes, list: State Cannabis License issued by the California Department of Cannabis Control

Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? ☐ No ☒ Yes If yes, describe: sale of some disposable lighters, customary cleaning chemicals

If any of the above answers are YES, please describe in detail on a separate sheet.

B. Existing Land Uses of the Subject and Surrounding Properties

Subject property: Shopping Center

North: Fast Food Restaurants / Office Building

East: Shopping and Restaurants

South: Medical and Office

West: Shopping and Restaurants

C. Physical Site

Will the project modify existing natural features? ☒ No ☐ Yes If YES, please describe in detail on a separate sheet?

Estimated cubic yards of grading involved in the project: ☒ None ☐ Cut = _____ Fill = _____

What is the maximum height and grade of constructed slopes? _____

D. Archaeological/Historical

Is the project located in an area of archaeological or historical sensitivity as identified in the Covina General Plan?

☒ No ☐ Yes If YES, please describe in detail on a separate sheet.

E. Flora and Fauna

Describe the types of vegetation and trees in the project area: None

Number of Oak trees on the site: 0 Number of Oak trees to be removed: 0 a Tree Permit application must be obtained

Describe the types of wildlife found in the project area: None

F. Noise

Will the project increase noise levels within the project area of surrounding neighborhood?

☒ No ☐ Yes If YES, please describe in detail on a separate sheet

Will the project increase the amount of light, vibration, dust, ash, smoke, or odors during construction or after development? ☒ No ☐ Yes If YES, please describe in detail on a separate sheet.

G. List of Attached Environmental Reports

Contact person for environmental: _____ Phone: _____

Environmental firm: _____ E-mail: _____

Mailing Address: _____

H. Certifications

Government Code Section 65962.5 requires the Planning Division to make available to applicants the most current list of "Identified Hazardous Waste Sites" from the State Office of Planning and Research. The list is available on the web at http://www.dtsc.ca.gov/SiteCleanup/Cortese_List under Mandated Web Site Postings.

All applicants must complete and sign the following statement in order for the Planning Division to deem the application complete.

"I, Richard Probst, certify that I have reviewed the list of "Identified Hazardous Waste Sites" from the Office of Planning and Research and have determined that the site that is the subject of this application is not on said list."

I hereby certify that to the best of my ability, the statements furnished above and the exhibits submitted with this application present the data and information required for this initial evaluation and that the facts, statements, and information presented are true and correct to the best of my knowledge. Furthermore, I understand that failure to provide the plans and information required may result in this application not being accepted as complete for planning and processing.

Name (printed): Richard Probst Date: 1/24/25

Signature: 

Representative for: Rilano Covina Inc.

Title: President



Standard Application - 4 Project Contact List

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

Project Location: 216 East Rowland Street, Covina CA 91723	STAFF USE ONLY FILE NO.: MUNIS: RELATED FILES:	
Applicant: Rilano Covina Inc.		
Primary Contact Person: Richard Probst, President		
Address: 216 East Rowland Avenue, Covina CA 91723		
Phone: 626-367-6628	Fax:	E-mail Address: Rick@RilanoInc.com

Secondary Contact Person: (Please Specify Name, Company, Title)

Address:

Phone:	Fax:	E-mail Address:
---------------	-------------	------------------------

Legal Property Owner: WML-200BLDG, LLC (The McIntyre Company)

Address: 370 East Rowland Street, Covina CA 91723

Phone: 626-332-2978	Fax: 626-966-1274	E-mail Address: themcintyreinc@gmail.com
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Architect: Reynoso Design Studio **Contact Person:** Danny Reynoso

Address: 17832 E. Edna Place, Covina CA 91722

Phone: 626-536-7786	Fax:	E-mail Address: ReynosoDesignStudio@gmail.com
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Engineer **Contact Person:**

Address:

Phone:	Fax:	E-mail Address:
---------------	-------------	------------------------

Landscape Architect **Contact Person:**

Address:

Phone:	Fax:	E-mail Address:
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Standard Application - 5

Non-Residential Project Summary Table

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

PROJECT INFORMATION

Project Name: Rilano Covina Inc.

Project Address: 216 East Rowland Street, Covina CA 91723

General Plan: Shopping Center

Zoning District: Commercial

PROJECT AREA

Gross	23,949 SQ FT	Acres
Net (Exclusive of dedication for major external and secondary streets)		Acres
AREA DISTRIBUTION (Net Area)		Acres/Sq. FT.
		% of Net Project Area
Building Coverage	9,330 SQ FT	39%
Landscape Coverage	250 SQ FT	1%
Vehicular Coverage (Including parking, drive aisles, etc.)	14,705 SQ FT	60%
Floor Area Ratio (FAR)		

FLOOR AREA DISTRIBUTION BY PROPOSED USE (Based on Net Area)

Area of Building Pad	No. of Stores	Gross Floor Area	Proposed Use
9,330 SQ FT	1 Level Shopping Center	Tenant Space 3,443 SQ FT	Retail Cannabis Dispensary

PARKING (Calculate Each Use Within a Building Separately)

Type of Use	Parking Ratio	# Spaces Req.	# Spaces Provided
General Retail: 1,672 SQFT / 112 OCC.	1 Space per 250 SQFT 1,672 SQ FT = 7 Spaces 1 Space per 2 Employees 15 Employees = 8 spaces	15 Spaces	45 Spaces 2 ADA Spaces
Total:			



NOTIFICATION PACKAGE

216 E Rowland St, Covina

APNs 8451-001-019

INCLUDES:

300' OWNER LIST

300' RADIUS MAP

(2) SETS OF GUMMED LABELS (IN CITY PKG)

NOTARIZED CERTIFICATION

COUNT: 48

PREPARED 01/14/2025

FILE #4371

orders@expressmapping.com
www.expressmapping.com
4000 Barranca Pkwy #250, Irvine CA 92604

Local (949) 771-0051
Toll Free (888) 990-MAPS



Certified Property Owner's List Affidavit

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

Property Description and Certification Statement:


I, Charles Emerson, hereby certify that the attached list contains the names and addresses of all persons to whom property is assessed as they appear on the latest available assessment roll of the County of Los Angeles within the area described and for a distance of **300 feet** from the exterior boundaries of property legally described as:

Parcel # (APN): 8451-001-019

216 E Rowland St, Covina CA 91723

TRACT # 19165 LOT COM N 0 10'17 E 49 FT FROM SE COR OF LOT 4 TH N 89 06'49 W TO A LINE PARALLEL WITH AND DIST W AT R/A 100 FT FROM E LINE OF SD LOT TH N SEE ASSESSOR MAPBOOK FOR MISSING PORTION TO BEG PART OF LOTS 1, 2, 3 AND LOT 4

Name (printed): Charles Emerson

Signature: 

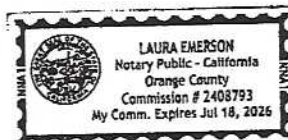
Title: Employee Express Mapping

Date: 01/14/2025

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF January, 2025



NOTARY PUBLIC



8445-028-011 (1)
OSKO EUGEN TR OSKO FAMILY
PO BOX 1107
GLENDDORA CA 91740

8445-028-012 (2)
JI JOON & YOO HWAN LEE
128 N MANSFIELD AVE
LOS ANGELES CA 90036

8445-028-025 (3)
ROWLAND PLAZA LLC
PO BOX 480797
LOS ANGELES CA 90048

8445-029-008 (4)
WILLIAM R TIMMONS
13184 NORTON AVE
CHINO CA 91710

8445-029-014 (5)
LINETTE S VILTE
758 SUNNYSIDE CT
GARDNERVILLE NV 89460

8451-001-019 (6)
WLM-200 BLDG LLC
370 E ROWLAND ST
COVINA CA 91723

8451-001-020 (7)
WLM-200 BLDG LLC
370 E ROWLAND ST
COVINA CA 91723

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BRYAN & CAIREEN DAVIS
629 S SECOND ST
COVINA CA 91723

8451-001-024 (9)
JOCELYN H SICAT
643 S 2ND AVE
COVINA CA 91723

8451-001-025 (10)
C AND K MANAGEMENT LLC
651 S 2ND AVE
COVINA CA 91723

8451-001-026 (11)
AHMED & SALMA SAEED
661 S 2ND AVE
COVINA CA 91723

8451-001-027 (12)
MARILYN VELARDE
480 BELLARIO WAY
WALNUT CA 91789

8451-001-031 (13)
MESHEKOW LLC
5422 CALVIN AVE
TARZANA CA 91356

8451-001-032 (14)
DOUGLAS LIDLE
1415 CALLE ESPANA
SAN DIMAS CA 91773

8451-001-033 (15)
FONDA DON CHON RESTAURANT
618 SHOPPERS LN #620
COVINA CA 91723

8451-001-034 (16)
ELITE FUND MANAGEMENT LLC
13181 CROSSROADS PKWY N #460
CITY OF INDUSTRY CA 91746

8451-001-035 (17)
SERENITY BLESSING PROPERTY
1577 S WESTRIDGE RD
WEST COVINA CA 91791

8451-001-036 (18)
FREDI & THERESA A BECKER
327 PASCAUL LN
LAKE HAVASU CITY AZ 86403

8451-001-037 (19)
AMERICA LODGE NO 385
PO BOX 1063
GLENDDORA CA 91740

8451-001-038 (20)
TOMAS R MONTOYA
137 E LOMA VISTA ST
COVINA CA 91723

8451-001-039 (21)
ANGIE L & JOANNE M LIN
19415 CHEYENNE WELLS CIR
WALNUT CA 91789

8451-001-040 (22)
GERALD & MAUREEN COLWELL
650 SHOPPERS LN
COVINA CA 91723

8451-001-041 (23)
POWER MINUTE VISION
630 W GLADSTONE ST
SAN DIMAS CA 91773

8451-001-042 (24)
AMPANG LLC
905 DE LA FUENTE ST
MONTEREY PARK CA 91754

8451-001-046 (25)
MARK S & DEBRA L BECK
150 S GLENWOOD AVE
GLENDDORA CA 91741

8451-001-911 (26)
COVINA CITY
125 E COLLEGE ST
COVINA CA 91723

8451-001-912 (27)
COVINA CITY
125 E COLLEGE ST
COVINA CA 91723

8451-003-011 (28)
FULLHOUSE COVINA LLC
8450 GARVEY AVE #200
ROSEMEAD CA 91770

8451-003-012 (29)
FULLHOUSE COVINA LLC
8450 GARVEY AVE #200
ROSEMEAD CA 91770

8451-003-013 (30)
MATRIX DOCUMENT IMAGING INC
13424 WANDERING RIDGE WAY
CHINO HILLS CA 91709

8451-003-014 (31)
MATRIX DOCUMENT IMAGING INC
13424 WANDERING RIDGE WAY
CHINO HILLS CA 91709

8451-003-017 (34)
ROWLAND PARTNERS LLC
228 E ROWLAND ST
COVINA CA 91723

8451-003-020 (37)
4834 SAN BERNARDINO LLC
801 CARLTON PL
COVINA CA 91724

8451-003-021 (40)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-023 (43)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-025 (46)
RONALD D CUCCIA
20531 E RANCHO LOS CERRITOS
COVINA CA 91724

8451-003-015 (32)
DOROTHY J WARREN
536 S 2ND AVE #K
COVINA CA 91723

8451-003-018 (35)
ROWLAND PARTNERS LLC
228 E ROWLAND ST
COVINA CA 91723

8451-003-020 (38)
4834 SAN BERNARDINO LLC
801 CARLTON PL
COVINA CA 91724

8451-003-022 (41)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-023 (44)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-026 (47)
ANNA LIM
1208 KRUSE DR
SOUTH EL MONTE CA 91733

8451-003-016 (33)
WLS 2ND AVENUE LLC
1002 KEMP DR
PLACENTIA CA 92870

8451-003-019 (36)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-021 (39)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-022 (42)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-024 (45)
SIKH CENTER OF SOUTHERN
625 S EREMLAND DR
COVINA CA 91723

8451-003-027 (48)
LEMERLE B CAPALBO
1119 W 16TH ST
UPLAND CA 91784

ATTACHMENT B

Cannabis Zoning Verification Letter



CITY OF COVINA

125 East College Street Covina, CA 91723-2199

www.covinaca.gov

(626) 384-5450

January 25, 2024

Rilano Covina Inc.
216 E Rowland St
Covina CA, 91723

SUBJECT: Approval of Cannabis Zoning Verification Clearance Letter for 216 E Rowland St, Covina, CA 91723 (APN: 8451-001-019)

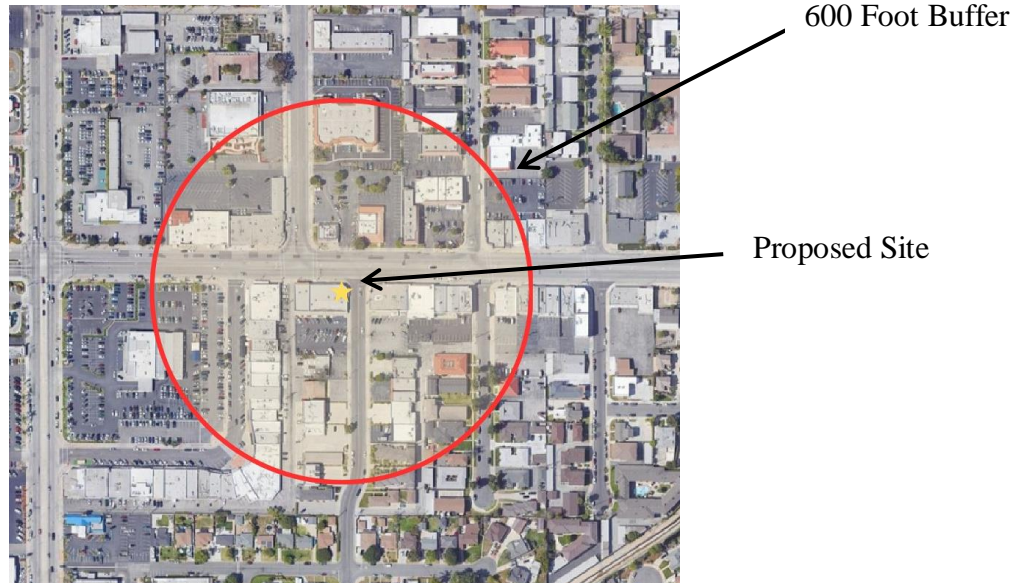
Rick Rilano:

The purpose of this letter is to respond to your request made to the City of Covina Community Development Department, Planning Division on **November 27th, 2023**, requesting a Cannabis Zoning Verification Clearance Letter, concerning the property located at 216 E Rowland St, (APN8451-001-019). In accordance with your request, the information provided in this Zoning Verification Clearance Letter addresses the pertinent information requested, under the provisions of Covina Municipal Code (CMC) Chapter 17.84 Cannabis Prohibitions and Regulations. The Covina Municipal Code (CMC) can be accessed online at www.codepublishing.com/CA/Covina, and the Zoning Code can be found under Title 17 of the CMC.

1. **General Plan Use and Zoning Designation.** The property is designated on the Covina General Plan and Land Use Map as “GC – General Commercial”. The site zoning designation is C-3A “Regional or Commercial Shopping Center” Commercial Zone and, is intended to provide for planned, unified shopping centers at community and regional levels, as described under CMC Section 17.43.020 Permitted Uses and Section 17.42.030 - Uses Permitted Subject to Conditional Use Permit. A “Cannabis Retailer” land use is a conditionally permitted use, requiring approval by the Planning Commission.
2. **Proximity to Sensitive Uses for Cannabis Businesses.** The establishment of a cannabis business shall comply with all applicable city zoning site development standards of the zone in which the cannabis business is located. No cannabis business shall be established or located within 600 feet of a school providing instruction in kindergarten or any grades one through 12, day care center, youth center, or park, as described in detail under Chapter 17.84 (Cannabis Prohibitions and Regulations) of the Covina Municipal Code (CMC).

It is the responsibility of the owners and/or operators of any cannabis business within the city to ensure that they operate in a manner compliance with CMC Chapter 17.84, all applicable state and local law, and any other regulations.

On 1/8/2024, city staff surveyed and inspected the proposed cannabis business location, as measured in a straight line 600 feet from the property line, to the nearest property line of a school, day care center, youth center and park and determined the proposed location is not within 600 feet of a sensitive use and therefore complies with this provision.



Note: There are no sensitive uses within the 600-foot buffer

Please reference the entire code section under Chapter 17.84 (<https://www.codepublishing.com/CA/Covina/#!/Covina17/Covina1784.html#17.84>) all other cannabis-related provisions on the City of Covina website at www.covinaca.gov. The Zoning Verification phase of your application request has been completed and may proceed with (Phase II) of your formal application review. Please contact cannabisprogram@covinaca.gov for further information on your application submittal.

Finally, as a reminder, it is the responsibility of the applicant to demonstrate that at least one (1) member of the application team for a Cannabis Application has attended the Mandatory City of Covina Cannabis Workshop held on October 5th 2023. As part of your submitted application package, you will need to identify the person(s) who attended the aforementioned Mandatory City of Covina Cannabis Workshop.

Sincerely,

Eduardo Lomeli
Planning Technician

Attachments: GIS Aerial Map (Site Address and Proximity to Sensitive Uses)

cc: Brian K. Lee, Community Development Director
Mercenia Lugo, Planning Manager

ATTACHMENT C

300-feet Radius Map & Address Label



NOTIFICATION PACKAGE

216 E Rowland St, Covina

APNs 8451-001-019

INCLUDES:

300' OWNER LIST

300' RADIUS MAP

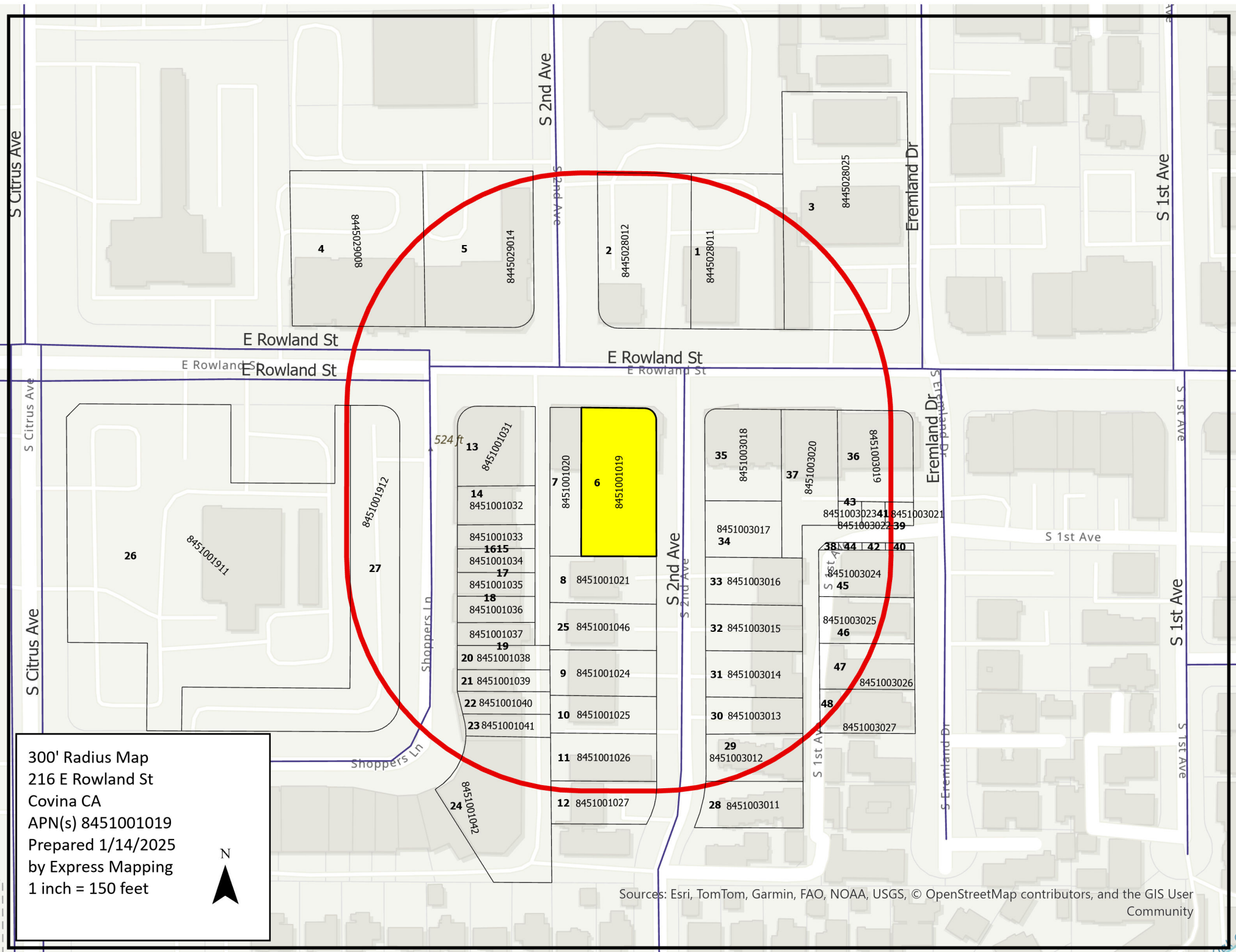
(2) SETS OF GUMMED LABELS (IN CITY PKG)

NOTARIZED CERTIFICATION

COUNT: 48

PREPARED 01/14/2025

FILE #4371



300' Radius Map
216 E Rowland St
Covina CA
APN(s) 8451001019
Prepared 1/14/2025
by Express Mapping
1 inch = 150 feet





Certified Property Owner's List Affidavit

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479


Property Description and Certification Statement:

I, Charles Emerson, hereby certify that the attached list contains the names and addresses of all persons to whom property is assessed as they appear on the latest available assessment roll of the County of Los Angeles within the area described and for a distance of **300 feet** from the exterior boundaries of property legally described as:

Parcel # (APN): 8451-001-019

216 E Rowland St, Covina CA 91723

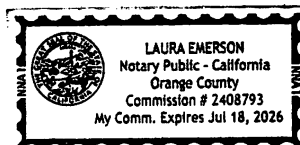
TRACT # 19165 LOT COM N 0 10'17 E 49 FT FROM SE COR OF LOT 4 TH N 89 06'49 W TO A LINE PARALLEL WITH AND DIST W AT
R/A 100 FT FROM E LINE OF SD LOT TH N SEE ASSESSOR MAPBOOK FOR MISSING PORTION TO BEG PART OF LOTS 1, 2, 3 AND LOT 4

Name (printed): Charles Emerson
Signature: 
Title: Employee Express Mapping
Date: 01/14/2025

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF January, 2025



NOTARY PUBLIC



8445-028-011 (1)
OSKO EUGEN TR OSKO FAMILY
PO BOX 1107
GLENDDORA CA 91740

8445-028-012 (2)
JI JOON & YOO HWAN LEE
128 N MANSFIELD AVE
LOS ANGELES CA 90036

8445-028-025 (3)
ROWLAND PLAZA LLC
PO BOX 480797
LOS ANGELES CA 90048

8445-029-008 (4)
WILLIAM R TIMMONS
13184 NORTON AVE
CHINO CA 91710

8445-029-014 (5)
LINETTE S VILTE
758 SUNNYSIDE CT
GARDNERVILLE NV 89460

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COVINA CA 91723

8451-001-020 (7)
WLM-200 BLDG LLC
370 E ROWLAND ST
COVINA CA 91723

8451-001-021 (8)
BRYAN & CAIREEN DAVIS
629 S SECOND ST
COVINA CA 91723

8451-001-024 (9)
JOCELYN H SICAT
643 S 2ND AVE
COVINA CA 91723

8451-001-025 (10)
C AND K MANAGEMENT LLC
651 S 2ND AVE
COVINA CA 91723

8451-001-026 (11)
AHMED & SALMA SAEED
661 S 2ND AVE
COVINA CA 91723

8451-001-027 (12)
MARILYN VELARDE
480 BELLARIO WAY
WALNUT CA 91789

8451-001-031 (13)
MESHEKOW LLC
5422 CALVIN AVE
TARZANA CA 91356

8451-001-032 (14)
DOUGLAS LIDLE
1415 CALLE ESPANA
SAN DIMAS CA 91773

8451-001-033 (15)
FONDA DON CHON RESTAURANT
618 SHOPPERS LN #620
COVINA CA 91723

8451-001-034 (16)
ELITE FUND MANAGEMENT LLC
13181 CROSSROADS PKWY N #460
CITY OF INDUSTRY CA 91746

8451-001-035 (17)
SERENITY BLESSING PROPERTY
1577 S WESTRIDGE RD
WEST COVINA CA 91791

8451-001-036 (18)
FREDI & THERESA A BECKER
327 PASCAUL LN
LAKE HAVASU CITY AZ 86403

8451-001-037 (19)
AMERICA LODGE NO 385
PO BOX 1063
GLENDDORA CA 91740

8451-001-038 (20)
TOMAS R MONTOYA
137 E LOMA VISTA ST
COVINA CA 91723

8451-001-039 (21)
ANGIE L & JOANNE M LIN
19415 CHEYENNE WELLS CIR
WALNUT CA 91789

8451-001-040 (22)
GERALD & MAUREEN COLWELL
650 SHOPPERS LN
COVINA CA 91723

8451-001-041 (23)
POWER MINUTE VISION
630 W GLADSTONE ST
SAN DIMAS CA 91773

8451-001-042 (24)
AMPANG LLC
905 DE LA FUENTE ST
MONTEREY PARK CA 91754

8451-001-046 (25)
MARK S & DEBRA L BECK
150 S GLENWOOD AVE
GLENDDORA CA 91741

8451-001-911 (26)
COVINA CITY
125 E COLLEGE ST
COVINA CA 91723

8451-001-912 (27)
COVINA CITY
125 E COLLEGE ST
COVINA CA 91723

8451-003-011 (28)
FULLHOUSE COVINA LLC
8450 GARVEY AVE #200
ROSEMEAD CA 91770

8451-003-012 (29)
FULLHOUSE COVINA LLC
8450 GARVEY AVE #200
ROSEMEAD CA 91770

8451-003-013 (30)
MATRIX DOCUMENT IMAGING INC
13424 WANDERING RIDGE WAY
CHINO HILLS CA 91709

8451-003-014 (31)
MATRIX DOCUMENT IMAGING INC
13424 WANDERING RIDGE WAY
CHINO HILLS CA 91709

8451-003-015 (32)
DOROTHY J WARREN
536 S 2ND AVE #K
COVINA CA 91723

8451-003-016 (33)
WLS 2ND AVENUE LLC
1002 KEMP DR
PLACENTIA CA 92870

8451-003-017 (34)
ROWLAND PARTNERS LLC
228 E ROWLAND ST
COVINA CA 91723

8451-003-018 (35)
ROWLAND PARTNERS LLC
228 E ROWLAND ST
COVINA CA 91723

8451-003-019 (36)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-020 (37)
4834 SAN BERNARDINO LLC
801 CARLTON PL
COVINA CA 91724

8451-003-020 (38)
4834 SAN BERNARDINO LLC
801 CARLTON PL
COVINA CA 91724

8451-003-021 (39)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-021 (40)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-022 (41)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-022 (42)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-023 (43)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-023 (44)
CHRISTINE A CAIRNS
1564 PUERTO VALLARTA DR
SAN JOSE CA 95120

8451-003-024 (45)
SIKH CENTER OF SOUTHERN
625 S EREMLAND DR
COVINA CA 91723

8451-003-025 (46)
RONALD D CUCCIA
20531 E RANCHO LOS CERRITOS
COVINA CA 91724

8451-003-026 (47)
ANNA LIM
1208 KRUSE DR
SOUTH EL MONTE CA 91733

8451-003-027 (48)
LEMERLE B CAPALBO
1119 W 16TH ST
UPLAND CA 91784

ATTACHMENT D

Project Plans

BUILDING:	2022 CRC, CBC
MECHANICAL:	2022 CMC
PLUMBING:	2022 CPC
ELECTRICAL:	2022 CEC
FIRE:	CALIFORNIA FIRE CODE 2022 EDITION
ENERGY:	2022 BUILDING ENERGY EFFICIENCY STANDARDS
GREEN:	2022 CALIFORNIA GREEN BUILDING STANDARD CODE
LOCAL AUTHORITIES HAVING JURISDICTION: CITY OF COVINA MUNICIPAL CODE	

CODES

CONSULTANTS

ARCHITECTURAL

A0	COVER SHEET SITE PLAN
A0.1	EGRESS PLAN
A1	DEMOLITION PLAN
A2	T.I. FLOOR PLAN
A2.1	SECURITY PLAN
A2.2	INTERIOR ELEVATIONS/ RENDERINGS
A3	RCP / LIGHTING PLAN
A4	EXTERIOR ELEVATIONS
A5	ROOF PLAN

MECHANICAL

M-1.0	NOTES & LEGENDS
M-1.1	NOTES & DETAILS
M-2	MECH. SITE PLAN
M-3	MECH. FLOOR PLAN
M-4	MECH. ROOF PLAN
M-5.0	T24
M-5.1	T24
M-6	SPEC SHEETS

PLUMBING

P-1	NOTES, SCHEDS / LEGENDS
P-2	PLUMBING SITE PLAN
P-3	SANITARY SEWER FLOOR PLAN
P-4	COLD / HOT WATER FLOOR PLAN
P-5	SANITARY SEWER / VENT RISER DIAGRAM
P-6	COLD / HOT WATER RISER DIAGRAM
P-7	PLUMB. DETAILS
P-8	SPEC SHEETS

ELECTRICAL

E0.1	ELECTRICAL LEGENDS & NOTES
E0.2	SINGLE LINE DIAGRAM
E0.3	T24 COMPLIANCE FORMS-INDOOR
E0.4	T24 COMPLIANCE FORMS-OUTDOOR
E1.0	ELEC. SITE PLAN
E1.1	POWER & SIGNAL FLOOR PLAN
E1.2	POWER ROOF PLAN
E2.0	LIGHTING FLOOR PLAN
E2.1	EXTERIOR LIGHTING PHOTOMETRICS
E3.0	ELECTRICAL DETAILS
E3.1	ELECTRICAL DETAILS & GENERATOR
E4.0	ELECTRICAL SPECIFICATIONS

SHEET INDEX

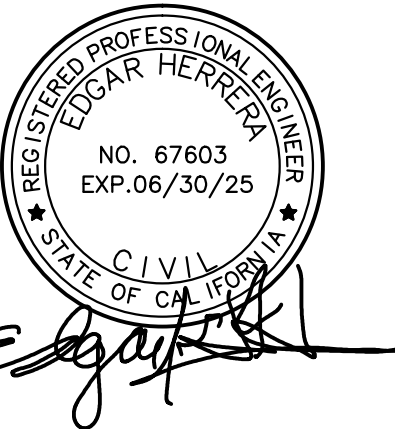
REYNOSO
design studio

17832 E. Edna Place
COVINA, CA 91722

designer: DANNY REYNOSO
ReynosoDesignStudio@gmail.com

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CONSULTANT



BUILDING DATA:

EXISTING STRUCTURE: 1 LEVEL SHOPPING CENTER
OCCUPANCY: M
ZONE: COMMERCIAL
TYPE OF CONSTRUCTION: TYPE VB
SPRINKLERED: NO

AREA OF BUILDING: 9,330 SQ FT

AREA OF TENANT IMPROVEMENT:

TENANT IMPROVEMENT	3,443 SQ. FT.
LOBBY (15 S.F. OCC.)	307 SF = 21 OCC.
SALES (15 S.F. OCC.)	1,365 SF = 91 OCC.
EMPLOYEE AREA (300 S.F. OCC.)	329 SF = 2 OCC.
SECURE VAULT (300 S.F. OCC.)	300 SF = 1 OCC.
BREAK ROOM (300 S.F. OCC.)	90 SF = 1 OCC.
PRODUCT INTAKE & DELIVERY (150 S.F. OCC.)	175 SF = 2 OCC.
OFFICE (150 S.F. OCC.)	176 SF = 2 OCC.
DATA ROOM (300 S.F. OCC.)	55 SF = 0 OCC.
TOILET ROOM / MOP SINK (0 S.F. OCC.)	150 SF = 0 OCC.
HALLWAY / MISC (300 S.F. OCC.)	496 SF = 2 OCC.
TOTAL COMBINED AREA:	3,443 SF
TOTAL OCCUPANTS:	= 122 OCC.

- * MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE (75'-0")
- * PROVIDED - NO PATH OF EGRESS EXCEEDS 75'-0"
- * 4 EXITS PROVIDED

PARKING ANALYSIS

GENERAL RETAIL : 1,672 SF / 122 OCC.
1 SPACE PER 250 SF / 1672 SF = 7 SPACES
TOTAL # EMPLOYEES @ LARGE SHIFT:
1 SPACE PER 2 EMPLOYEES (15 EMPLOYEES) = 8 SPACES
TOTAL REQUIRED: 15 SPACES

Blended Roots hair Salon	4 employees.....	4 SPACES
(Tu-Fri 10am-7pm, Sat 9am-5pm, closed Sunday)		
Design Forward	2 employees.....	2 SPACES
(Mon-Thu 10am-5p by appointment only)		
Village Cleaners	1 employee.....	1 SPACE
(Mon-Fri 10am-5pm, Sat 10am-1pm, closed Sunday)		
Chop Shop Barber	4 employees.....	4 SPACES
(Mon 11am-7pm, Tu-Thu 10am-7pm, Fri 9am-6pm, Sat-Sun appointment only)		
Pack N Ship	1 employee.....	1 SPACE
(Mon-Fri 9am-6pm, Sat 9am-3pm, closed Sunday)		
TOTAL REQUIRED: 27 SPACES		
TOTAL PROVIDED: 45 SPACES		
(2 ADA SPACES)		

PLUMBING FIXTURE ANALYSIS

MERCANTILE: RETAIL, SERVICE SHOPS, SALES, MARKET	MALE 1 PER 500	FEMALE 1 PER 750
OCCUPANCY: 121 OCC	1	1
REQUIRED:	1	1
PROVIDED: (1 ADA ACCESSIBLE) - ALL GENDER		
EMPLOYEE TOILET ROOM (ALL GENDER)		

SCOPE OF WORK:

- * RELOCATE ENTRY DOOR / NEW STOREFRONT TEMP GLASS
- DEMO INTERIOR WALLS / NON-LOAD BEARING, DEMO TOILET ROOMS
- NEW NON-LOAD BEARING WALLS
- EXISTING T-BAR CEILING TO REMAIN / REPLACE OLD/DAMAGED TILES, AS NEEDED
- EXISTING ELECTRICAL PANELS / A/C TO REMAIN
- TWO NEW ADA TOILET ROOMS

SCOPE OF WORK /
PROJECT DATA

SITE PLAN
SCALE: 1" = 10'-0"



CLIENT:

T.I. - RILANO INC.
RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

SITE PLAN

PROJECT NO: 2448

PHASE:

DATE:

SCALE: 1" = 10'-0"

DRAWN BY: dr

REVISIONS:

DATE: REVISION

△	1	
△	2	
△	3	
△	4	

SHEET NUMBER:

A0

GENERAL NOTES:

1. THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES--WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.
2. AN APPROVED SEISMIC GAS SHUTOFF VALVE WILL BE INSTALLED ON THE FUEL GAS LINE ON THE DOWN STREAM SIDE OF THE UTILITY METER AND BE PROXIMLY CONNECTED TO THE EXTERIOR OF THE BUILDING OR STRUCTURE CONTAINING THE FUEL GAS PIPING. (PER ORDINANCE 170,158) (INCLUDES COMMERCIAL ADDITIONS AND T.I. WORK OVER \$10,000.) SEPARATE PLUMBING PERMIT IS REQUIRED.
3. PROVIDE ULTRA FLUSH WATER CLOSETS FOR ALL NEW CONSTRUCTION. EXISTING SHOWER HEADS AND TOILETS MUST BE ADAPTED FOR LOW WATER CONSUMPTION.
4. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.

FLOOR PLAN NOTES:

1. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED.
2. EXIST SIGNS ILLUMINATED BY AN EXTERNAL SOURCE SHALL HAVE AN INTENSITY OF NOT LESS THAN 5 FOOT CANDLES (54 LUX).
3. INTERNALLY ILLUMINATED SIGNS SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SECTION 2702.
4. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES.
5. EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MIN. IN CASE PF PRIMARY POWER LOSS
6. EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. SEE 1008.1.8.3 FOR EXCEPTIONS.
7. DOOR HANDLE, LOCK AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT A MIN. 34" AND A MAX. 48" ABOVE THE FINISHED FLOOR.
8. THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
9. ALL EGRESS DOOR OPERATION SHALL ALSO COMPLY WITH SECTION 1008.1.8-1008.1.8.6
10. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED.
11. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE
12. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING AREAS:
 - a. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS
 - b. CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
 - c. EXTERIOR EGRESS COMPONENTS AT OTHER THAN THE LEVEL OF EXIT DISCHARGE UNIT EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
 - d. INTERIOR EXIT DISCHARGE ELEMENTS, AS PERMITTED IN SECTION 1024.1, IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
 - e. EXTERIOR LANDINGS, AS REQUIRED BY SECTION 1008.1.5, FOR EXIT DISCHARGE DOORWAYS IN BUILDING REQUIRED TO HAVE TWO OR MORE EXITS.
13. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 2702.
14. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT-CANDLE (11 LUX) AND MINIMUM AT ANY POINT OF 0.1 FOOT-CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT-CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT-CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED.

SECURITY REQUIREMENTS

1. A SINGLE SWINGING DOOR, THE ACTIVE LEAF OF A PAIR OF DOORS, AND THE BOTTOM LEAF OF DUTCH DOORS SHALL BE EQUIPPED WITH A DEAD BOLT AND LATCH.
 - A. DEAD BOLTS SHALL HAVE A MINIMUM THROW OF 1 INCH WITH AN EMBEDMENT OF 5/8 INCH AND HAVE HARDENED INSERTS.
 - B. LATCHING DEVICE SHALL HAVE A DEAD LATCH IF MECHANISM HAS A KEY LOCKING FEATURE.
 - C. HOOK SHAPED OR EXPANDING LUG BOLTS SHALL HAVE A MINIMUM THROW OF 3/4".
 - D. DEAD BOLTS OF LOCKS WHICH AUTOMATICALLY ACTIVATE TWO OR MORE DEAD BOLTS SHALL EMBED AT LEAST 1/2 INCH.
2. INACTIVE LEAF OF A PAIR OF DOORS AND UPPER LEAF OF DUTCH DOORS SHALL BE EQUIPPED WITH A DEAD BOLT OR DEAD BOLTS AS SET FORTH IN ITEM 1 ABOVE.

EXCEPTIONS:

 1. BOLTS MAY BE NON-KEY OPERATED OR AUTOMATICALLY OPERATED WITH THE DEAD BOLT ON THE ACTIVE OR LOWER LEAF.
 2. MANUALLY OPERATED BOLTS AT THE TOP AND BOTTOM OF THE LEAF WHICH EMBED 1/2" INTO RECEIVING DEVICE MAY BE USED.
3. MANUALLY OPERATED EDGE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED. WHEN DOORS ARE USED IN PAIRS, AUTOMATIC FLUSH BOLTS ARE PERMITTED PROVIDED THERE IS A DOOR KNOB OR SURFACE MOUNTED HARDWARE AND THE UNLATCHING OR ANY LEAF REQUIRES ONLY A SINGLE OPERATION.

EXCEPTIONS:

 1. GROUP R, DIVISION 3 OCCUPANCIES.
 - A PAIR OF DOORS NOT NORMALLY OCCUPIED, MANUALLY OPERATED BOLTS AND NO CLOSER MAY BE USED ON THE INACTIVE OPERATION.
4. SWINGING WOODEN DOORS SHALL BE:
 - A. SOLID CORE DOORS NOT LESS THAN 1-3/8 INCHES IN THICKNESS.
 - B. PANEL TYPE DOOR HAVING:
 1. INDIVIDUAL PANELS OF AT LEAST 9/16 INCH THICKNESS WITH SHAVED PORTIONS OF AT LEAST 1/4 INCH THICKNESS, AND NOT MORE THAN 300 SQUARE INCHES IN AREA.
 2. STILES AND RAILS SHALL BE OF SOLID LUMBER NOT LESS THAN 1-3/8 INCHES IN THICKNESS AND 3 INCHES IN WIDTH. MULLIONS NOT OVER 18 INCHES LONG MAY BE 2" WIDE.
 3. CARVED AREAS SHALL BE AT LEAST 3/8 INCHES THICK.
5. LIGHTS GREATER THAN 6 INCHES IN DIMENSION IN DOORS SHALL BE TEMPERED, LAMINATED, OR GUARDED BY BARS, SCREENS OR GRILLES IN AN APPROVED MANNER.
6. USE ONE PIECE STOP INTEGRAL WITH DOOR JAMBS FOR IN SWINGING DOORS.
7. USE NON-REMOVABLE PINS FOR HINGES ACCESSIBLE FROM THE EXTERIOR.
8. USE CYLINDER GUARDS ON CYLINDER LOCKS WHEN THE CYLINDER PROJECTS BEYOND THE OUTER FACE OF THE DOOR.
9. METAL OR WOODEN OVERHEAD OR SLIDING DOORS SHALL BE SECURED WITH A DEAD BOLT LOCK, PADLOCK WITH A HARDENED SHACKLE, OR EQUIVALENT WHEN NOT OTHERWISE LOCKED BY ELECTRIC POWER. WHEN DOOR WIDTH EXCEEDS 9 FEET, BOTH SIDES SHALL BE SECURED BY LOCKING DEVICE OR RESTRAINED BY GUIDE.
10. SLIDING GLASS DOORS SHALL BE EQUIPPED WITH ALL LOCKING DEVICE AND HAVE A FORCED ENTRY RESISTANCE LABEL. SLIDING GLASS DOORS USED FOR EMERGENCY EXITING SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, TOOL, OR EXCESSIVE FORCE.
11. WINDOWS (LIGHTS) WITHIN 40 INCHES OF A LOCKING DEVICE ON A DOOR WHICH IS OPENABLE FROM THE INSIDE WITHOUT A KEY SHALL BE TEMPERED, LAMINATED, OR APPROVED BURGLAR-RESISTANT MATERIAL, OR SHALL BE GUARDED BY METAL BARS, SCREENS OR GRILLES IN AN APPROVED MANNER.
12. SLIDING GLASS WINDOWS SHALL BE EQUIPPED WITH A LOCKING DEVICE AND HAVE A FORCED ENTRY RESISTANCE LABEL. SLIDING GLASS WINDOWS USED FOR EMERGENCY EXITING SHALL BE OPENABLE FROM OUTSIDE WITHOUT USE OF A KEY, TOOL, OR EXCESSIVE FORCE.
13. OTHER OPENABLE WINDOWS SHALL BE EQUIPPED WITH SUBSTANTIAL LOCKING DEVICES.
14. LIGHTS (INCLUDING SKYLIGHTS WITHIN 16 FEET OF GRADE) IN GROUP B OCCUPANCIES WITH THE LEAST DIMENSION GREATER THAN 6 INCHES BUT LESS THAN 48 INCHES SHALL BE TEMPERED, LAMINATED, APPROVED BURGLAR-RESISTANT, OR GUARDED BY METAL BARS, SCREENS OR GRILLES IN AN APPROVED MANNER.
15. LOCKING DEVICE FOR SLIDING GLASS WINDOWS IN GROUP B OCCUPANCIES SHALL BE A SLIDE BAR, BOLT, CROSS BAR, AND/OR PADLOCK WITH HARDENED STEEL SHACKLE.
16. HATCHWAYS AND SCUTTLES SHALL BE SECURED FROM THE INSIDE WITH A SLIDE BAR, SLIDE BOLT AND/OR A PADLOCK WITH A HARDENED STEEL SHACKLE.
17. WOODEN HATCHWAYS LESS THAN 1-3/4 INCH THICK SOLID WOOD SHALL BE COVERED ON THE INSIDE WITH 16 GAUGE SHEET METAL ATTACHED WITH SCREWS AT 6 INCHES ON CENTER AROUND THE PERIMETER.
18. OTHER OPENINGS EXCEEDING 96 SQUARE INCHES WITH A LEAST DIMENSION EXCEEDING 8 INCHES SHALL BE SECURED BY METAL BARS, SCREENS OR GRILLES IN AN APPROVED MANNER.
19. TENANT SPACES IN RETAIL STORES, MALLS, ETC. SHALL BE SEPARATED FROM EACH OTHER BY STUD WALL CONSTRUCTION AND SHEATHING UP TO THE FLOOR OR ROOF ABOVE.

GENERAL NOTES:

1. GENERAL CONTRACTOR SHALL OBTAIN ALL BUILDING PERMITS.
2. ALL WORK SHALL CONFIRM TO THE REQUIREMENTS OF THE UNIFORM BUILDING CODE, CURRENT EDITION AND APPLICABLE REQUIREMENTS FOR LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS FOR PROPOSED ALTERATIONS.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF SITE AND SHALL NOTIFY BUILDING OWNER OF ANY OMISSIONS, CONFLICTS OR DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
4. LIGHT FIXTURES SHALL BE SUPPORTED INDEPENDENT OF SUSPENDED CEILING CONSTRUCTION.
5. UNLESS OTHERWISE SHOWN OR NOTED, TYPICAL DETAILS AND GENERAL NOTES SHALL BE USED WHENEVER APPLICABLE.
6. THE CONTRACTOR SHALL FURNISH AND BE FULL RESPONSIBLE FOR ALL BARRICADES, ADEQUATE SHORING, BRACING AND PROTECTIVE MEASURES TO SAFELY EXECUTE THE WORK.
7. PATCH, REPAIR AND REFINISH ALL EXISTING SURFACES DAMAGED BY THIS WORK, TO MATCH ADJACENT SURFACES AND FINISHES.
8. DURING HANDLING AN INSTALLATION OF WORK AT PROJECT SITE, CLEAN AND PROTECT WORK IN PROGRESS AND ADJOINING WORK ON A BASIS OF PERPETUAL MAINTENANCE. APPLY SUITABLE PROTECTIVE COVERING ON NEWLY INSTALLED WORK WHERE REASONABLY REQUIRED TO ENSURE FREEDOM FROM DAMAGE OR DETERIORATION AT TIME OF SUBSTANTIAL COMPLETION. OTHERWISE, CLEAN AND PERFORM MAINTENANCE ON NEWLY INSTALLED WORK AS FREQUENTLY AS NECESSARY THROUGH REMAINDER OF CONSTRUCTION TO ENSURE OPERABILITY WITHOUT DAMAGE EFFECTS. UPON COMPLETION OF WORK, PROJECT SITE TO BE CLEANED READY FOR OCCUPANCY.
9. CONTRACTOR TO PROVIDE TRENCHING AS REQUIRED TO ACCOMMODATE UNDERGROUND UTILITIES.
10. WHERE NEW OPENINGS ARE INDICATED AT EXISTING PRECAST CONCRETE PANEL, SAWCUT AND REMOVE AS REQUIRED TO ACCOMMODATE SAME.
11. WHERE NEW CURBED ROOF OPENINGS AND PENETRATIONS OCCUR THROUGH EXISTING ROOF, PATCH AND REPAIR ROOF AS REQUIRED TO PROVIDE A WATERTIGHT CONDITION IN ACCORDANCE WITH THE ROOF MANUFACTURER'S GUARANTEE. CONTRACTOR SHALL NOTIFY BUILDING OWNER BEFORE PROCEEDING WITH THE WORK.
12. ALL PENETRATIONS THROUGH ONE-HOUR FIRE RESISTIVE CONSTRUCTION SHALL BE PROTECTED BY APPROVED FIRE ASSEMBLIES.
13. WHERE NEW OVERHEAD DOOR, STOREFRONTS AND/OR EXIT DOORS ARE INDICATED, COLOR, MATERIALS AND MANUFACTURER, AS APPLICABLE, SHALL MATCH EXISTING CONDITIONS.
14. ALL DOORS, HARDWARE AND TOILET FACILITIES SHALL COMPLY WITH DISABLED ACCESS REQUIREMENTS.
15. EXISTING FIRE SPRINKLER SYSTEM TO BE MODIFIED TO ACCOMMODATE NEW OR REVISED OFFICE AREA, WHERE APPLICABLE.
16. PROVIDE CONCRETE FILLER FROM INTERIOR SLAB TO CONCRETE TILT UP PANEL AS REQUIRED.
17. ALL METAL WINDOWS SHALL BE LABELED CERTIFYING COMPLIANCE WITH ANSI 134.0 (1972).
18. ALL WINDOWS SHALL BE LABELED CERTIFYING COMPLIANCE WITH NWMA 1S-2.
19. ALL METAL SLIDING DOORS SHALL BE LABELED CERTIFYING COMPLIANCE WITH ANSI 134.2 (1972).
20. ALL WOOD SLIDING DOORS SHALL BE LABELED CERTIFYING COMPLIANCE WITH NWMA 1S-2.
21. ALL EXTERIOR DOORS SHALL COMPLY WITH SECTION T-20-1495(D) OF THE STANDARDS.
22. THERE SHALL BE NO SUBSTITUTIONS OF ANY SPECIFIED PRODUCTS UNLESS WRITTEN APPROVAL IS OBTAINED FROM WOOD ARCHITECTURAL SERVICES OR BUILDING OWNER.
23. ALL CONSTRUCTION SHALL BE PER DRAWINGS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY WOOD ARCHITECTURAL SERVICES OR BUILDING OWNER.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL APPLICABLE SAFETY LAWS ARE STRICTLY ENFORCED AND TO MAINTAIN A SAFE CONSTRUCTION PROJECT SITE.
25. IT SHALL BE THE PROVIDE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SUPERVISION OF THE CONSTRUCTION WORK TO ENSURE THAT IT IS BEING BUILT IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
26. CONTRACTOR SHALL, AT LEAST ONCE PER WEEK OR MORE FREQUENTLY AS NEEDED, REMOVE DEBRIS AND RUBBISH RESULTING FROM CONSTRUCTION OPERATIONS.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS IN ACCORDANCE WITH ALL DRAWINGS AND SPECIFICATIONS.
28. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL GOVERN. LARGE SCALE DETAILS TAKE PRECEDENCE OVER SMALL SCALE. NOTIFY ARCHITECT IN THE EVENT OF DISCREPANCIES.
29. WHERE NEW PARTITIONS IS TO ALIGN WITH EXISTING WALL. REMOVE EXISTING CORNER BEAD, ALIGN, TAPE AND SPACKLE NEW PARTITION.
30. PROVIDE WATERPROOF SEAL AT ALL CORING AND TRENCHING IN CONCRETE SLAB AS REQUIRED.
31. FLUSH PATCH AREAS WHERE FLOOR IS NOT LEVEL OR TRUE, PRIOR TO FLOORING INSTALLATION.
32. PREPARE CONCRETE SLAB TO RECEIVE TENANT'S NEW FLOORING. CONTRACTOR TO REPORT AND RECTIFY ANY PROBLEMS WITH FLOOR GAPS, CRACKS OR LEVELING.
33. ALL THERMOSTATS SHALL BE LOCATED PER ENGINEERING DRAWINGS, UNLESS OTHERWISE DIRECTED BY THE BUILDING OWNER.
34. EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
35. VERIFY KEYING OF LOCKS WITH TENANT AND BUILDING MANAGEMENT.
36. A.F.F. SHALL MEAN ABOVE FINISH FLOOR.


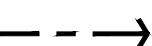



FIRE DEPARTMENT NOTES

1. VEHICULAR ACCESS MUST BE PROVIDED AND MAINTAINED SERVICEABLE THROUGHOUT CONSTRUCTION.
2. PLANS SHOWING UNDERGROUND PIPING OF ON SITE HYDRANTS AND SPRINKLER SYSTEMS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.
3. ON SITE PROTECTION FACILITIES (I.E., HYDRANTS, SPRINKLER SYSTEM, ETC.) SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO OCCUPANCY.
4. THE INSPECTION, HYDROSTATIC TEST AND FLUSHING OF THE HYDRANT AND/OR SPRINKLER SYSTEM SHALL BE WITNESSED BY THE PROPER FIRE DEPARTMENT REPRESENTATIVE, AND NO UNDERGROUND PIPING SHALL BE COVERED WITH EARTH OR HIDDEN FROM VIEW UNTIL THE FIRE DEPARTMENT REPRESENTATIVE HAS BEEN NOTIFIED AND GIVEN NO LESS THAN 48 HOURS IN WHICH TO INSPECT SUCH INSTALLATIONS.
5. EXIT DOORS SHALL SWING IN THE DIRECTION OF EXIT TRAVEL WHEN SERVING ANY HAZARDOUS AREA OR WHEN SERVING AN OCCUPANT LOAD OF 50 OR MORE.
6. WIDTH AND HEIGHT OF REQUIRED EXIT DOORWAYS SHALL COMPLY WITH BUILDING CODE SECTION 1004.6
7. PROVIDE AN APPROVED, ONE-HOUR RATED, FIRE-RESISTIVE CORRIDOR WHERE INDICATED ON PLAN, PER BUILDING CODE SECTION 1005.
8. ALL CORRIDOR OPENINGS SHALL MEET THE REQUIREMENTS OF BUILDING CODE SECTION 1005.8, INCLUDING STEEL FRAMES, 20 MINUTE LABELED DOORS, HINGES, LATCHING DEVICES AND CLOSERS.
9. EXITS SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING AN INTENSITY OF NOT LESS THAN ONE FLOORCANDLE AT FLOOR LEVEL. BUILDING CODE SECTION 1012.
10. PROVIDE EXIT SIGNS PER BUILDING CODE SECTION 1013.
11. EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
12. PROVIDE EXIT SIGNS WITH 6" HIGH MINIMUM LETTERS ON CONTRASTING BACKGROUND AT ALL REQUIRED EXITS.
13. ALL AISLES TO HAVE A MINIMUM 44" CLEARANCE TO REQUIRED EXITS.
14. INTERIOR WALL AND CEILING FINISHES FOR EXIT CORRIDORS SHALL NOT EXCEED AN END POINT FLAME SPREAD RATING OF 75.
15. INTERIOR WALL AND CEILING FINISHES FOR ROOMS SHALL NOT EXCEED AN END POINT FLAME SPREAD RATING OF 200.
16. FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY FIELD INSPECTION. GENERALLY, EXTINGUISHERS SHALL BE PLACED WITHIN 75 FEET TRAVEL DISTANCE FROM ANY POINT ON THE FLOOR. FIRE CODE SECTION 10.301(A). CONTRACTOR SHALL PROVIDE AND INSTALL FIRE EXTINGUISHERS.
17. BUILDING ADDRESS NUMBERS SHALL PROVIDE ON THE FRONT OF ALL BUILDINGS AND SHALL BE VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. SAID NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND.
18. COMMERCIAL DUMPSTERS OR CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN FIVE FEET OF COMBUSTIBLE WALLS, OPENINGS, OR COMBUSTIBLE ROOF EAVES UNLESS AREAS CONTAINING DUMPSTERS ARE PROTECTED BY AN APPROVED SPRINKLER SYSTEM.

MISCELLANEOUS NOTES:

EVERY ASSEMBLY AREA SHALL HAVE THE OCCUPANT LOAD POSTED IN A CONSPICUOUS PLACE NEAR THE MAIN EXIT OF THE ROOM

LEGEND

-  FIRE EXTINGUISHER (TRAVEL DISTANCE BETWEEN EXTINGUISHERS NOT TO EXCEED 75'.)
-  EGRESS PATH OF TRAVEL
-  EXIT SIGN
-  'E' - TACTILE EXIT
-  'ER' - TACTILE EXIT ROUTE

4 EXITS PROVIDED

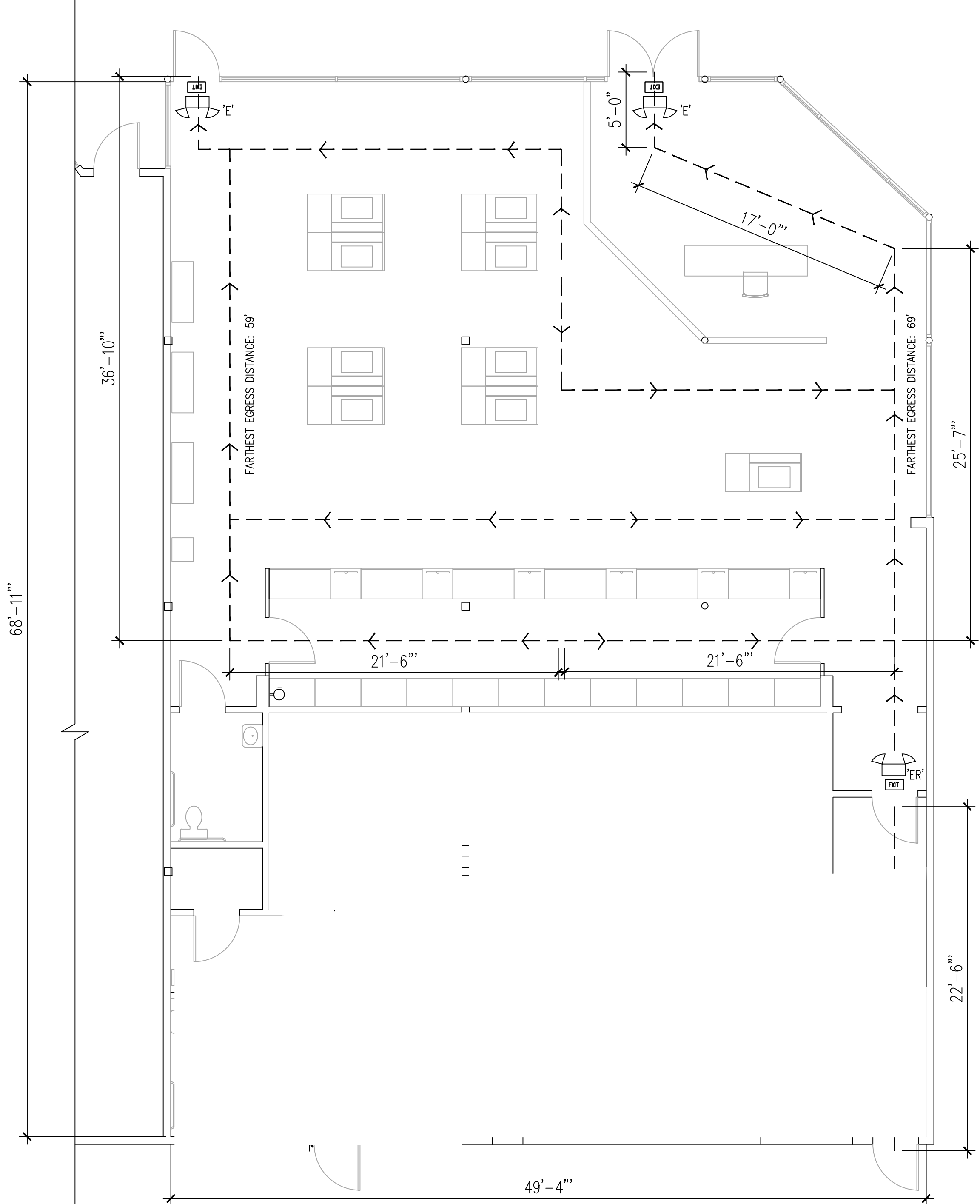
MAXIMUM OCCUPANT LOAD SIGNAGE SHALL BE POSTED AT A CONSPICUOUS SPACE NEAR THE MAIN EXIT OF THE ROOM

NOTE:
DOORS SHALL NOT PROJECT MORE THAN 7" INTO THE REQUIRED CORRIDOR WIDTH OR AT LANDINGS WHEN FULLY OPENED. AND NOT MORE THAN 50% IN ANY POSITION.

EGRESS ILLUMINATION LIGHTS W/ INTENSITY OF NOT LESS THAN ONE-FOOT CANDLE AT FLOOR LEVEL. IN THE EVENT OF POWER FAILURE, THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 2702. AS PER 2016 CBC SECTION 1006.3 ILLUMINATION EMERGENCY POWER. LITHONIA- ELM-10 (WITH BATTERY PACK) (OR EQUAL)

DIRECTIONAL EXIT SIGN, ILLUMINATED IF REQUIRED. UNIVERSAL MOUNTING, SINGLE CIRCUIT W/ 90 MIN. BATTERY PACK.

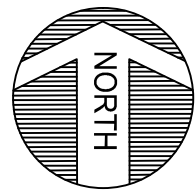
LITHONIA- EDG - GREEN LED TOP MOUNT (OR RQUAL)



- * MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE (75'-0")
- * PROVIDED - NO PATH OF EGRESS EXCEEDS 75'-0"
- * 4 EXITS PROVIDED

PATH OF TRAVEL
EGRESS PLAN

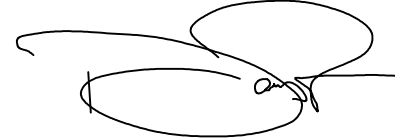
SCALE: 3/16"=1'-0"



REYNOSO
design studio

17832 E. Edna Place
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626-536-7786

designer: DANNY REYNOSO
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CONSULTANT



CLIENT:

T.I. - RILANO INC.
RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

PATH OF EGRESS PLAN

PROJECT NO: 2448





PHASE:

DATE:

SCALE: 3/16" = 1'-0"

DRAWN BY: dr

REVISIONS:

DATE:	REVISION
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A. GENERAL

A. GENERAL

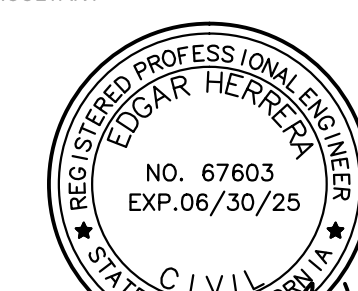
1. By careful study of the Contract Documents, determine the location of extent of selective demolition to be performed. In company with the Owner, visit the site and verify the extent and location of selective demolition required.
 - * Carefully identify limits of selective demolition.
 - * Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.
 - * Prepare and follow an organized plan for demolition and removal of items.
 2. General work shall not proceed until all protective work is placed as required to protect the buildings activities, properties, and personnel from the hazards of the work. Noise, dust, etc., shall be kept to a minimum, by careful handling, dampening, etc., as required.
 3. Existing work damaged in the prosecution of the work shall be repaired or restored to it's original condition at the Contractor's expense.
 4. Demolition shall be done only by experienced workers using appropriate tools and equipment and provided with all necessary safeguards.
 5. Wherever the removal of any existing finished surface is required by the drawings and/or specifications, the contractor shall make due allowance for removing all unfinished surfaces exposed as a result of such work.
 6. All materials removed under this contract which are not to be salvaged or reused shall become the property of the contractor and be promptly removed from the site. At all times use movable debris boxes, covered, to convey the material through the building. Do not store or permit debris to accumulate on the site.
 7. Extreme care shall be exercised to prevent chipping, breakage, bending, and mishandling of all materials.
 8. Upon completion of demolition work, leave the property and adjacent areas clean and satisfactory to the Architect and Owner.
- B. ARCHITECTURE**
1. Doors and Hardware: Remove carefully to avoid damage. Store doors and hardware to be reused in a location designated by Architect.
 2. Partitions: Remove partition finish, studs, plates, and sills.
- C. MECHANICAL AND ELECTRICAL**
1. Carefully review drawings, and determine lines to be removed and those to be kept active or to be reactivated. Protect lines to remain. Provide for minimum service interruption of lines to remain.
 2. Remove fixtures and equipment as indicated. When indicated for reuse, clean, store as directed, and protect. Identify point of reuse. See mechanical drawings for additional information on demolition required for H.V.A.C., and plumbing work.
 3. Remove lines completely wherever possible. Cut and cap, or plug in a positive manner, behind the back of finish material.
 4. Contractor shall maintain and/or reconnect continuity for all HVAC, Plumbing, Electrical and Gas utility services that serve other rooms or areas that some day.
 5. Patch and repair all floor penetrations from existing Plumbing, Electrical and Mechanical utilities being demolished. New floor infill shall maintain required fire separation of existing slab.
 6. See Mechanical, Electrical and Plumbing drawings for additional info. on demolition required for HVAC, Electrical and Plumbing work.
 7. Remove all demolished utilities back to the point of origin. Cap per code.

- == (E) WALL CONSTRUCTION TO REMAIN
- (E) WALLS TO BE DEMO'D
- * INTERIOR NON-LOAD BEARING WALLS

- * ALL EXTERIOR BUILDING (STRUCTURE) WALLS TO REMAIN

- | | |
|---|---|
| 1 | (E) EXTERIOR/INTERIOR WALL TO REMAIN |
| 2 | (E) INTERIOR NON-BEARING WALL TO BE REMOVED |
| 3 | (E) DOOR TO REMAIN |
| 4 | (E) WINDOW TO REMAIN |
| 5 | (E) PLUMBING FIXTURES TO BE REMOVED |
| 6 | (E) DOOR TO BE REMOVED |
| 7 | (E) STRUCTURAL POST TO REMAIN / NO CHANGE |

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E. Gary [Signature]

CLIENT:

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RICK PROBST
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COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

DEMOLITION PLAN

PROJECT NO: 244

PHASE:

DATE: _____

SCALE: $1/4" = 1'-0"$


DRAWN BY:

REVISIONS:

DATE: REVISION

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SHEET NUMBER:

SCALE: 1/4" = 1'-0"

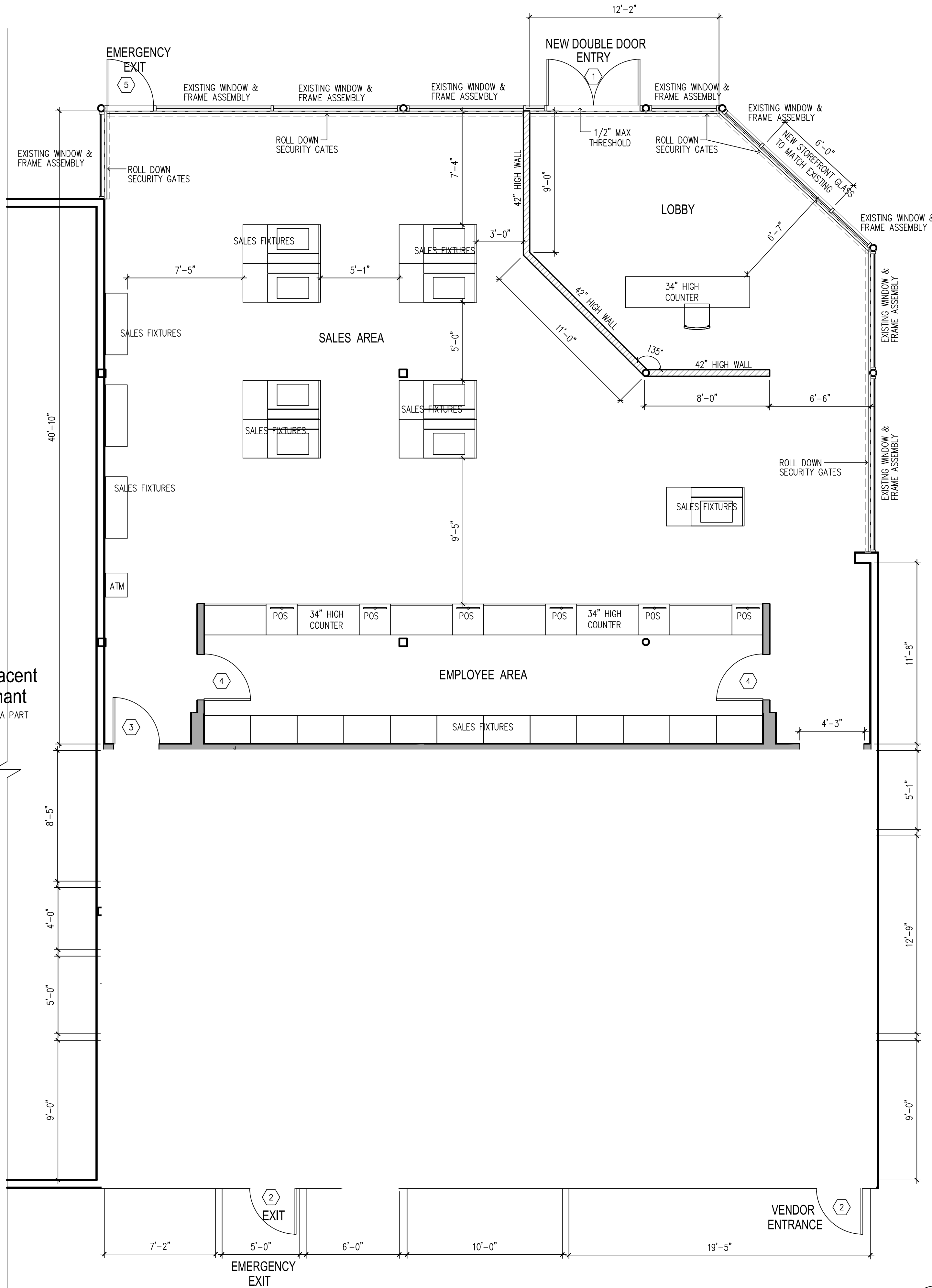


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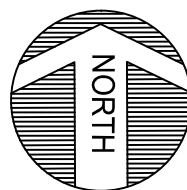
DOOR SCHEDULE						
DOOR NO.	LOCATION	SIZE	DOOR		FRAME	REMARKS
			MAT'L	THK	MAT'L	
1	(E) ENTRY	(2) 3'-0" X 7'-0"	GLS	-	GLS	DOUBLE DOOR ENTRY
2	REAR DOOR	3'-0" X 7'-0"	MTL	-	MTL	SOLID CORE EXIT DOOR
3	TOILET ROOM	3'-0" X 7'-0"	HC WD	1 3/4"	WD	EQUIP WITH SELF CLOSING DEVICE
4	TYPICAL DOOR	3'-0" X 7'-0"	HC WD	1 3/4"	WD	
5	(E) ENTRY	3'-0" X 7'-0"	GLS	-	GLS	EMERGENCY DOOR

WALL LEGEND	
	(E) CONSTRUCTION TO REMAIN
	NEW EXTERIOR WALL 2X6 WALL STUDS @16" O.C. W/ 1/2" GYPSUM BOARD @ INSIDE FACE 7/8" LATH & PLASTER @ OUTSIDE FACE (MATCH EXISTING FINISH)
	NEW INT. WALL 3 5/8" x 20 GUAGE METAL STUDS @ 16" O.C. 5/8" DRYWALL ON BOTH SIDES OR 2X4 WD STUDS @ 16" O.C. W/ 5/8" GYPSUM BOARD ON BOTH SIDES

adjacent
tenant
NOT A PART



FLOOR PLAN
SCALE: 1/4" = 1'-0"
T.I.: 3,443 SQ. FT.



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CONSULTANT



CLIENT:

T.I. - RILANO INC.
RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

FLOOR PLAN

PROJECT NO: 2448

PHASE:

DATE:

SCALE: 1/4" = 1'-0"

DRAWN BY: dr

REVISIONS:

DATE: REVISION

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SHEET NUMBER:

A2

Model: AL7

Tube Motor

Idler

8'-0" [96"]

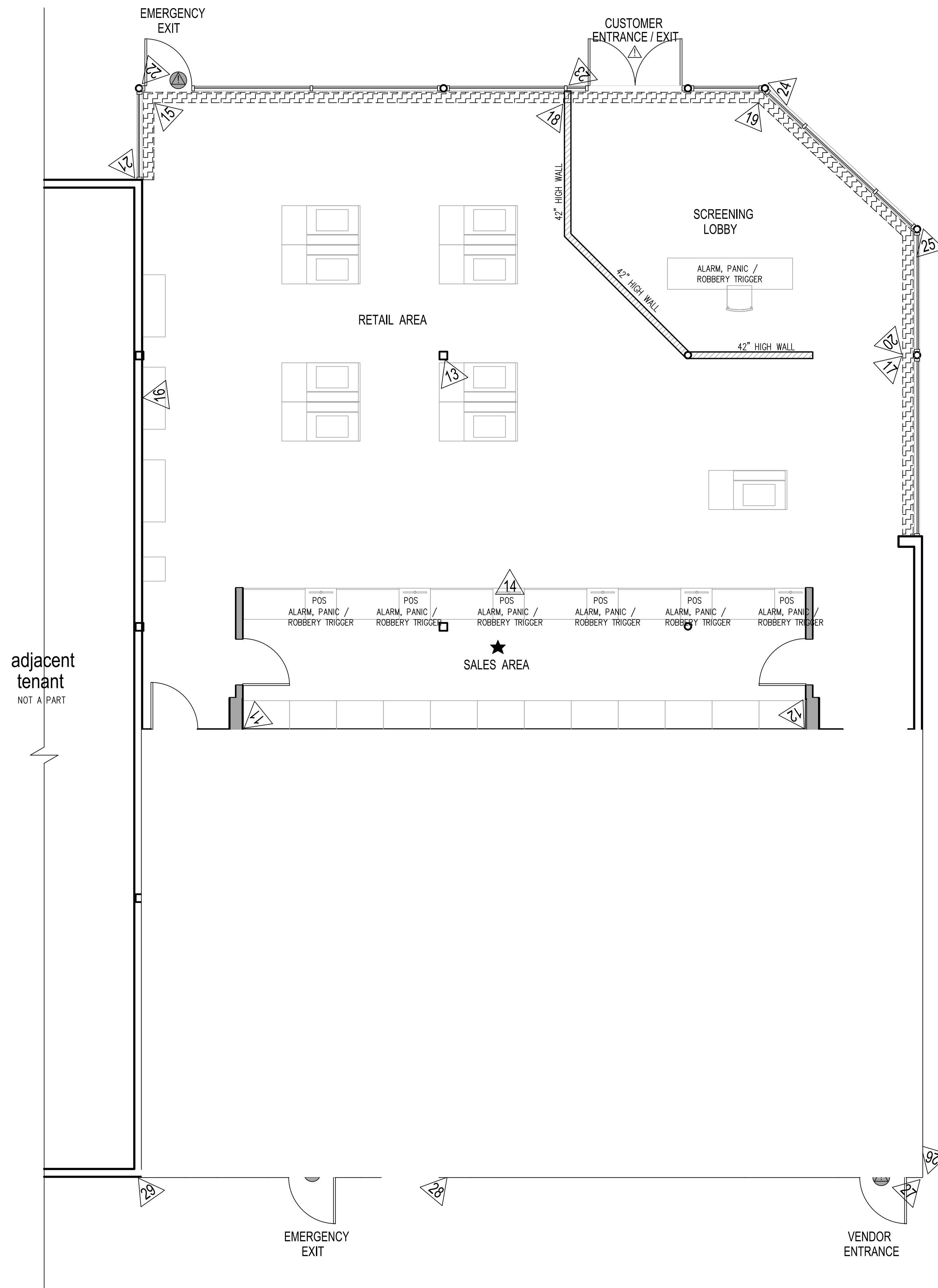
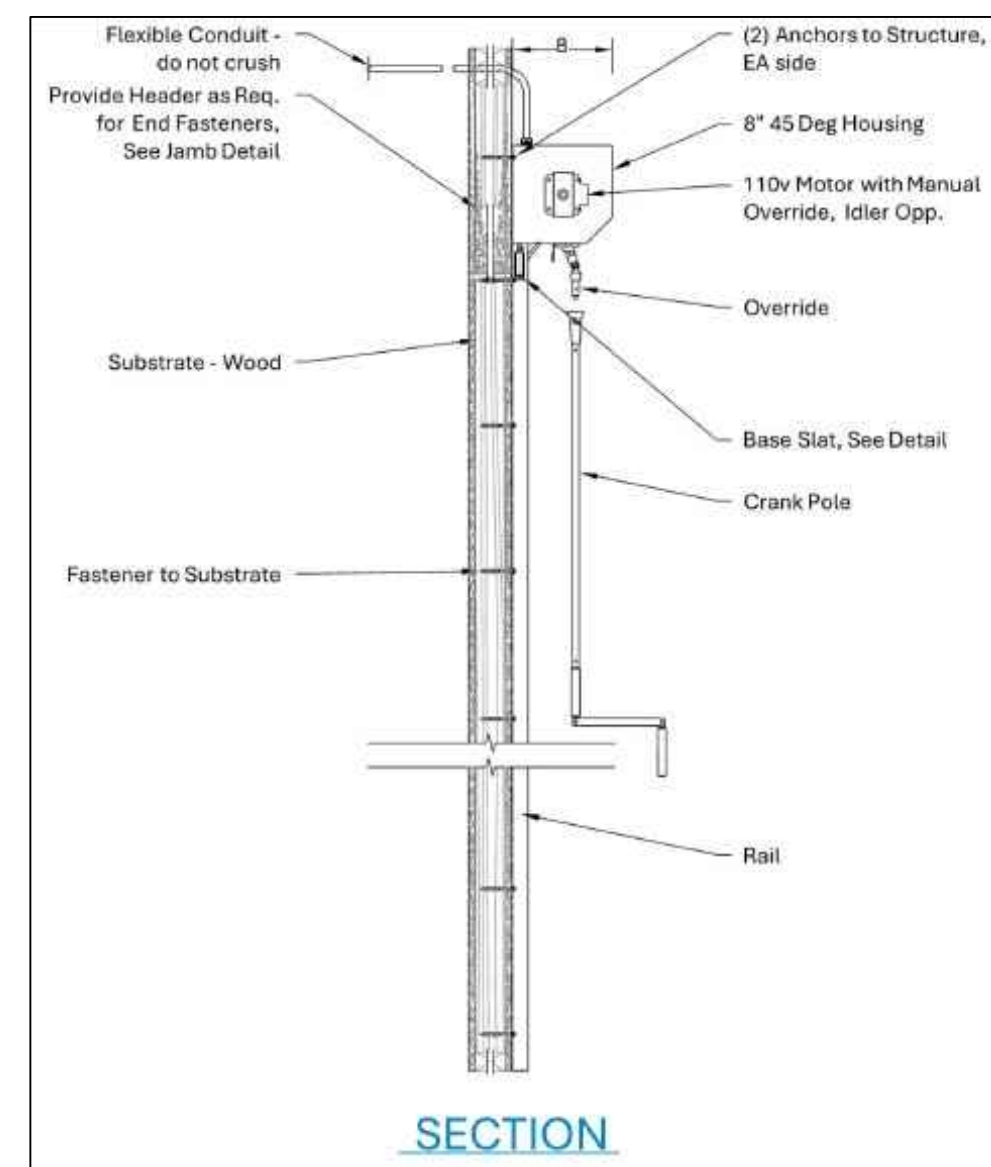
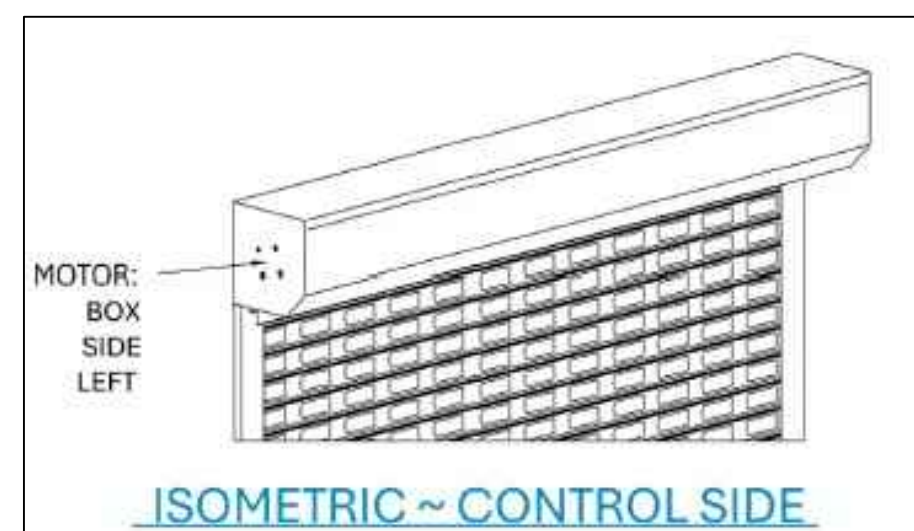
8'-2 1/4" [98.25"]

8'-10 3/8" [106.375"]

4'-2" [50"]

4'-8" [56"]

FRONT ELEVATION ~ COIL SIDE



 FIXED ANGLE CAMERAS # 1-30

Secure Vault

The Secure Vault will have full-length walls from floor to ceiling and will be constructed with high-quality and durable drywall. We will line the walls of the Secure Vault with 16ga steel sheeting. The Secure Vault will be fully separated from all other areas, and will only be used to store cannabis, and the only place where cannabis is stored. It is imperative that only the quantity of product necessary to fulfill the anticipated sales for the day be relocated from the Secure Vault into the Sales Area. The Secure Vault is meant to store only product. Any excess cash on site will be stored in a secure safe in the manager's office.

Delivery Security Plan – We have an entire SOP for the delivery process and security.

- * Deliveries will be available during store hours, which are 9am-9pm, seven days a week.
- * Deliveries will not be scheduled after 8pm so all drivers can finish their deliveries & be back at store by 9pm.
- * The delivery vehicle will be store owned and unmarked per DCC guidelines.
- * Delivery vehicles will be stored on-site in the parking lot. In the event the number of delivery vehicles grows to more than two we will find a suitable off-site storage parking.

- * Security Plan – We have an entire SOP for our Security Plan.
- * The Security camera plan calls for 9 exterior cameras and a total of 21 cameras. Self hosted hardware over 30 TB of storage allowing for up to six months of video archive.
- * Security guards – We will start with one guard on duty with an overlap of 1–2 hours between shifts and adjust based on customer volume. Guards will be stationed at the front door checking ID's for entry. There will be a TV with a selection of camera feeds including all the exterior cameras and several interior cameras adjacent to the guards station.

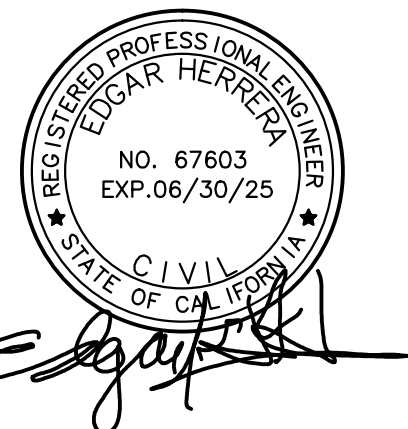
 ROLL-DOWN STEEL SHUTTERS (AFTER 10 HOURS)

- | | |
|----|--------------------------------|
| ★ | LIMITED ACCESS AREA |
| ⚠ | ALARM, DOOR CONTACT |
| ● | SOLID CORE DOOR W/ LATCH GUARD |
| \$ | CURRENCY STORAGE (TL30 SAFE) |

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COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

SECURITY PLAN

PROJECT NO: 2448

PHASE:

DATE:

SCALE: $1/4" = 1'-0"$

DRAWN BY: dr

REVISIONS:

DATE: REVISION

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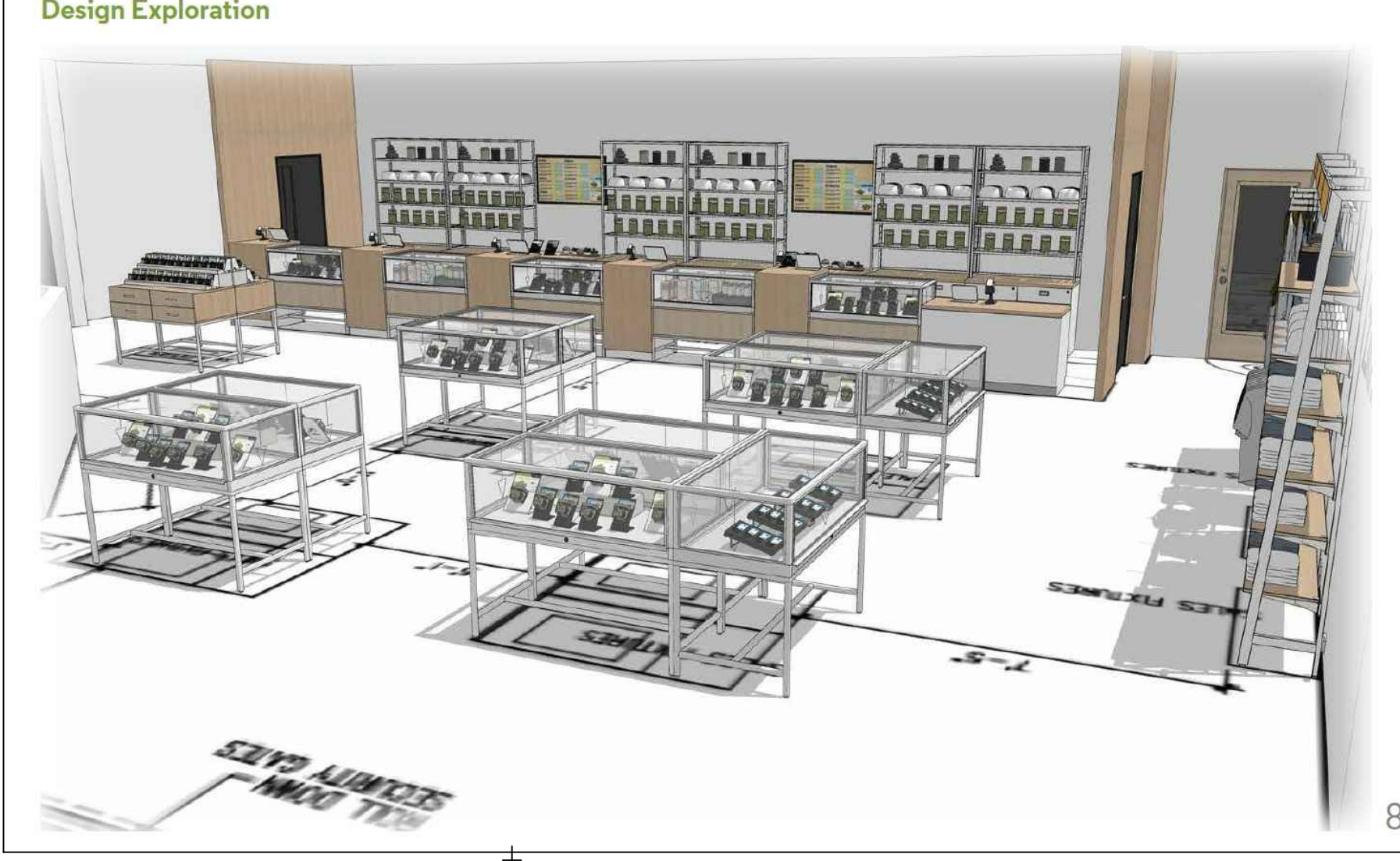
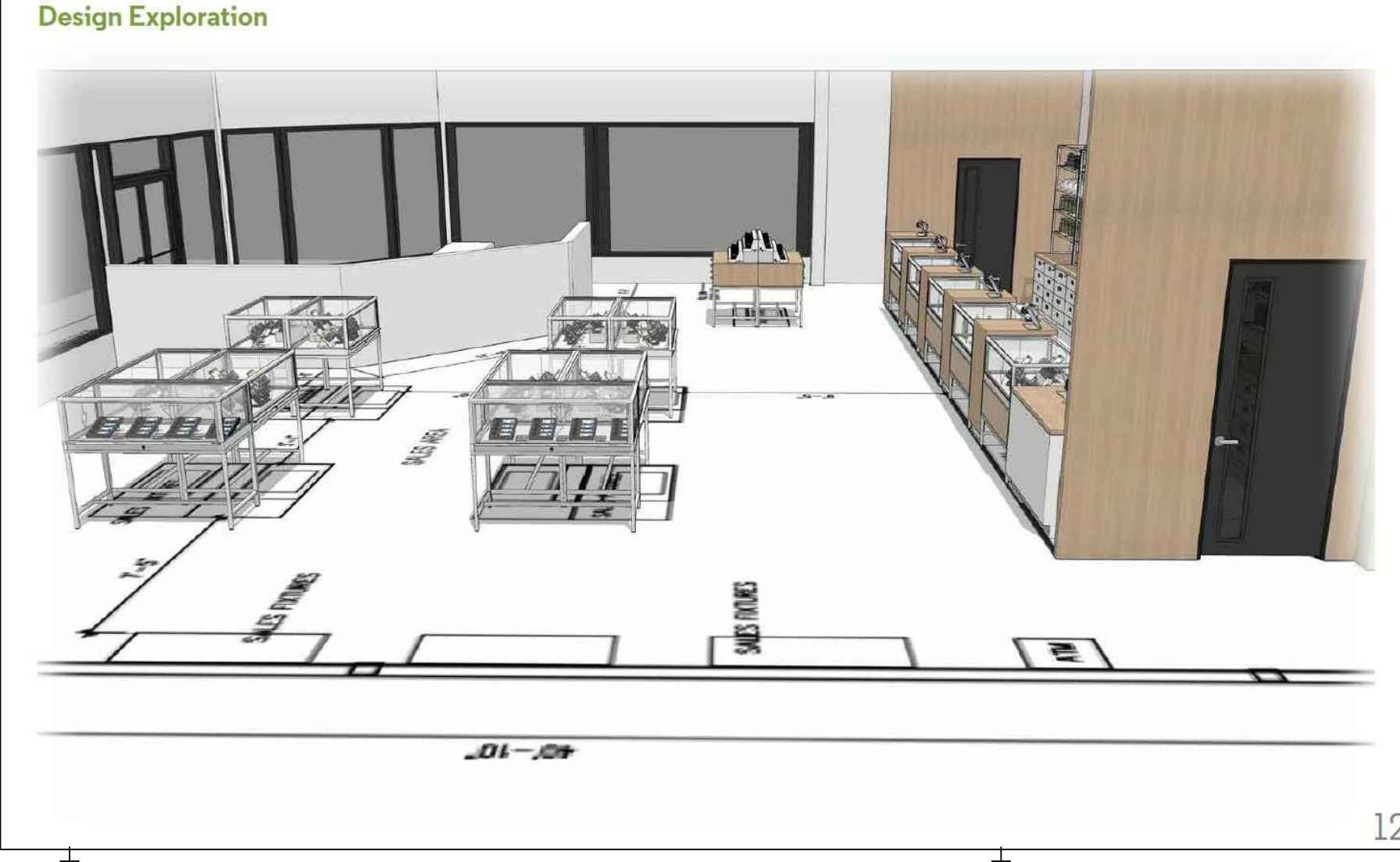
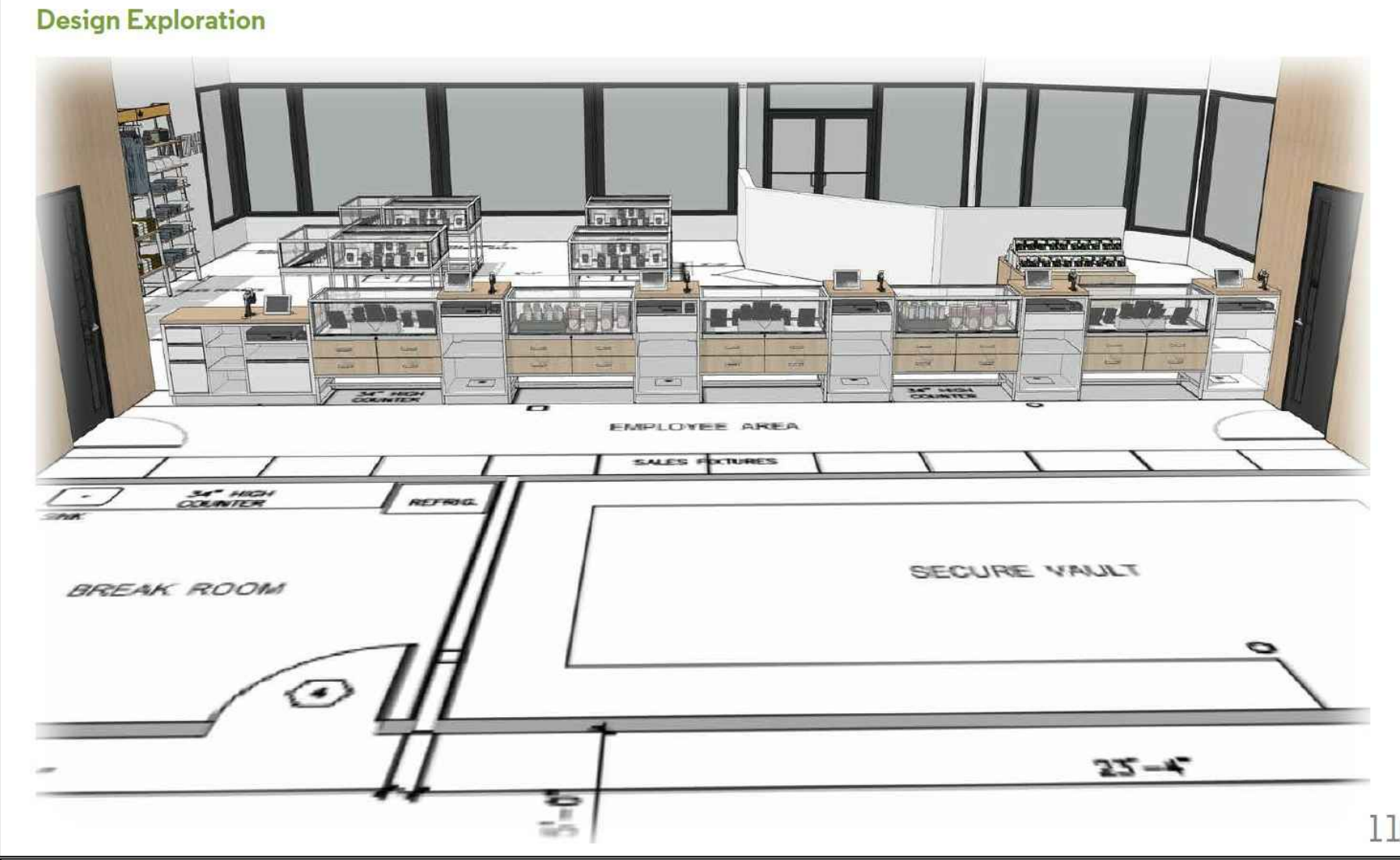
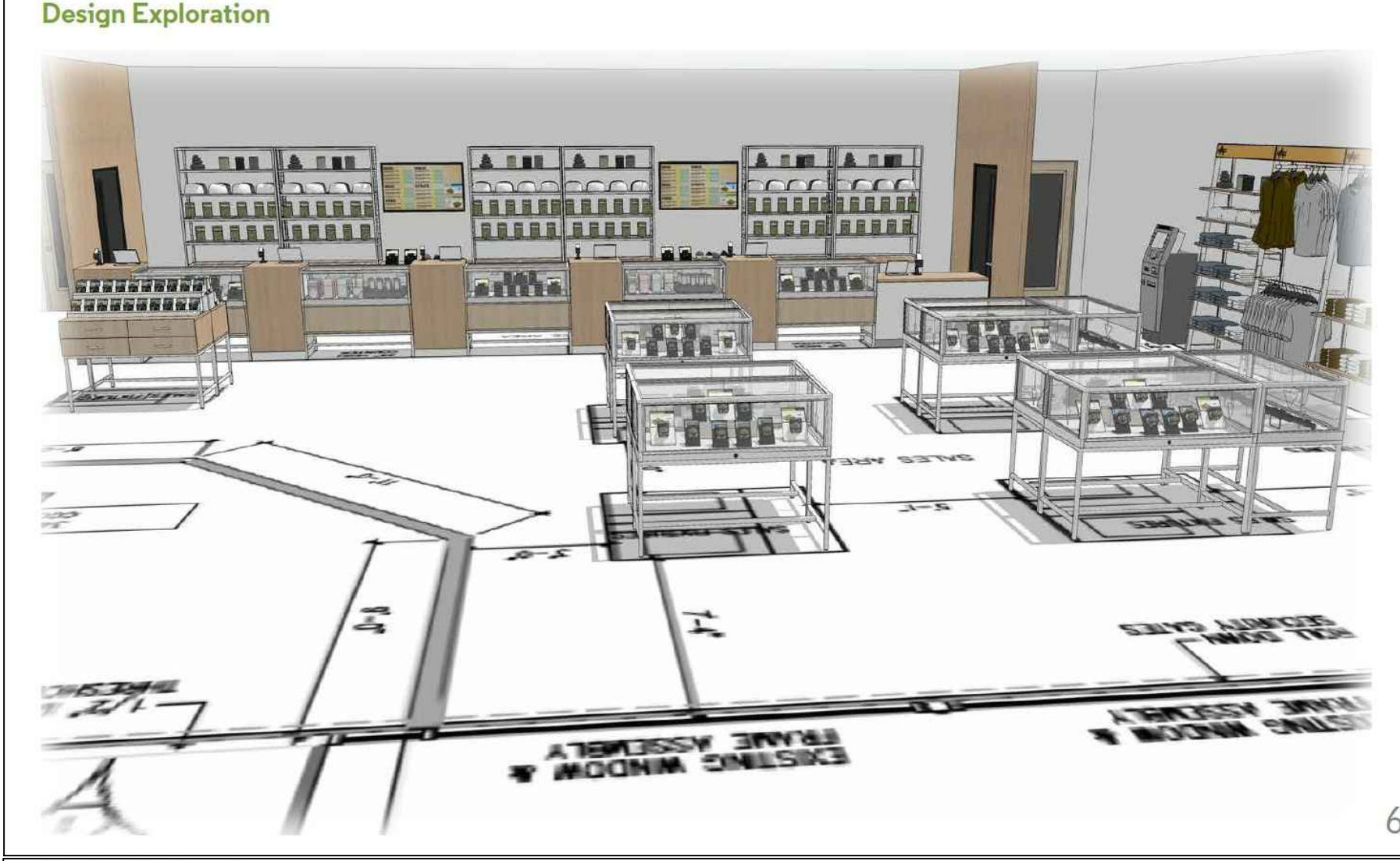
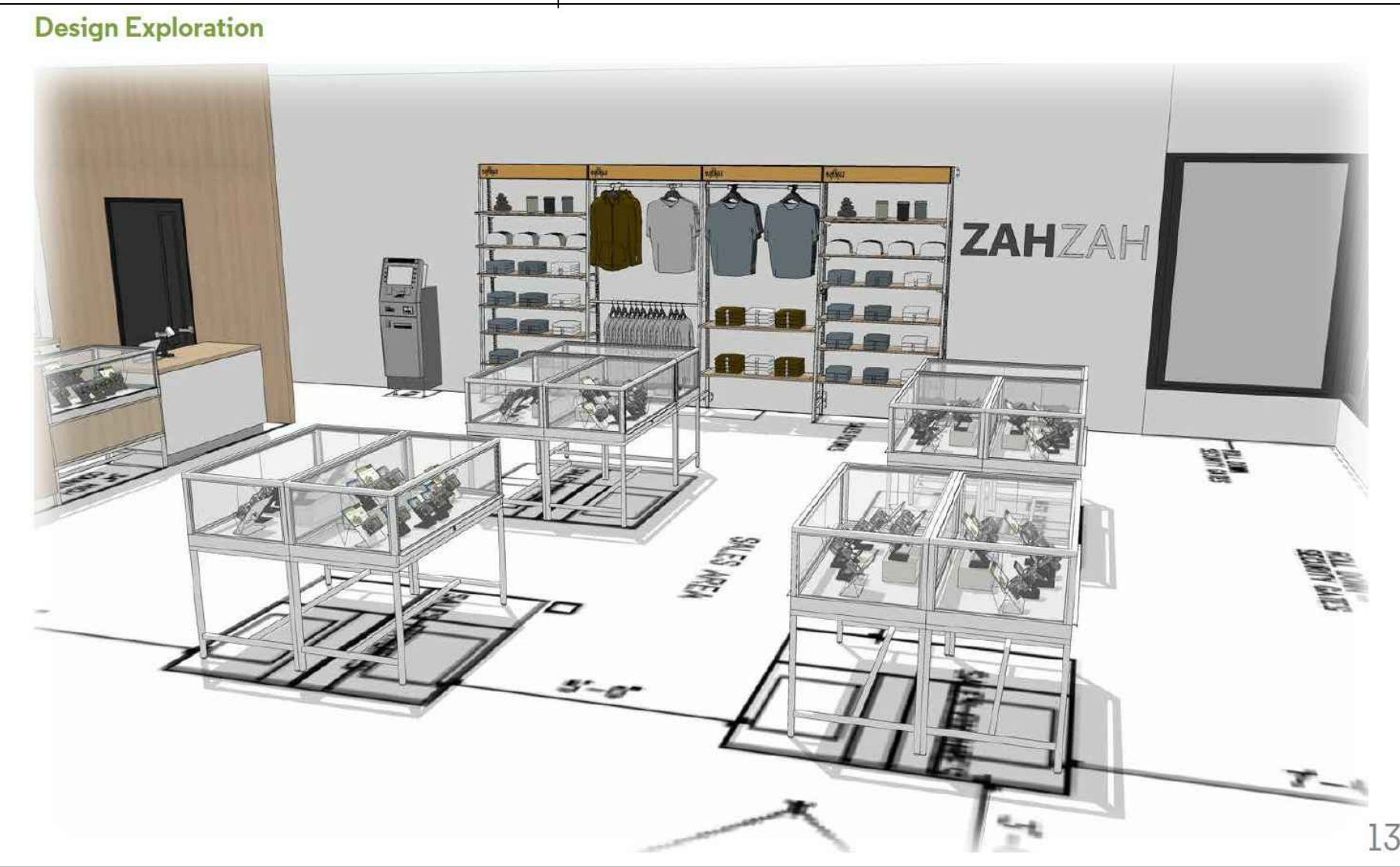
SHEET NUMBER:

SECURITY PLAN

SCALE: 1/4" = 1'-0"



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CONSULTANT



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RICK PROBST
216 E. ROWLAND STREET
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LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

INTERIOR ELEVATIONS / RENDERINGS

PROJECT NO: 2448

PHASE:

DATE:

SCALE:

DRAWN BY: dr

REVISIONS:

DATE: REVISION

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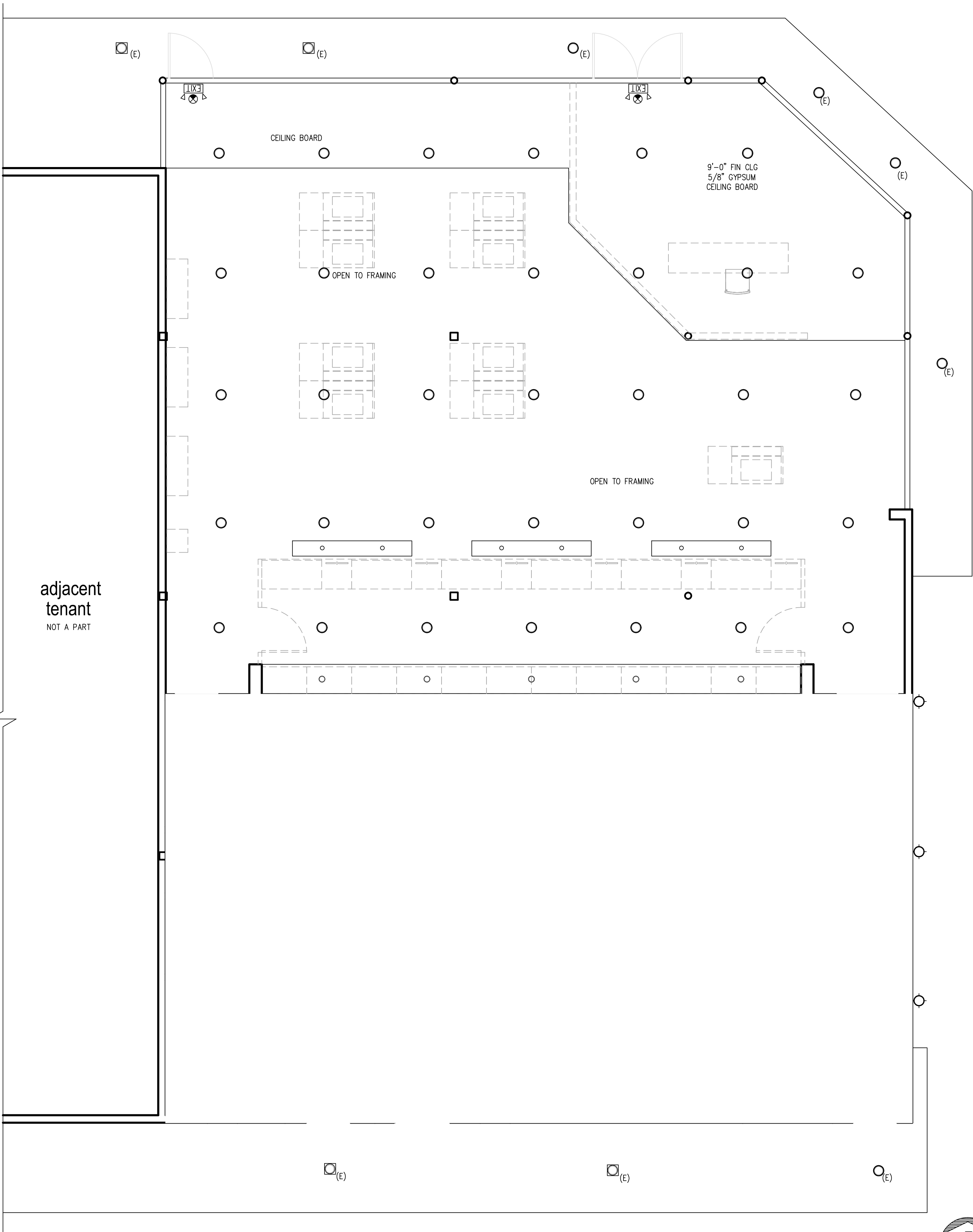
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REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



SYMBOL LEGEND

- 6" LED DOWNLIGHT WITH REGRESSED LENS TRIM. 0-10V DIMMING DRIVER
- 6" LED DOWNLIGHT WITH REGRESSED LENS TRIM. 0-10V DIMMING DRIVER AND 90MIN BATTERY BACKUP

2X4 RECESSED LED CURVED PANEL WITH 0-10V DIMMING DRIVER

2X4 RECESSED LED CURVED PANEL WITH 0-10V DIMMING DRIVER AND 90MIN BATTERY BACKUP



LED EXIT SIGN



EXTERIOR LED WALL MOUNTED FIXTURE WITH VERIFY WITH GOOSENECK



EXTERIOR LED CANOPY FIXTURE

NOTE:

- EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED. INTERNALLY ILLUMINATED EXIT SIGNS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 924 AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. EXTERNALLY ILLUMINATED EXIT SIGNS SHALL COMPLY WITH THE GRAPHICS AND POWER SOURCE REQUIREMENTS IN SECTIONS 1011.5.1 AND 1011.5.3, RESPECTIVELY. WHEN THE FACE OF AN EXIT SIGN IS ILLUMINATED FROM AN EXTERNAL SOURCE, IT SHALL HAVE AN INTENSITY OF NOT LESS THAN 5-FOOT CANDLES (54 LUX).

- ANY TIME A BUILDING OR A PORTION OF A BUILDING IS OCCUPIED, THE MEANS OF EGRESS SERVING THE OCCUPIED PORTION SHALL BE ILLUMINATED AT AN INTENSITY OF NOT LESS THAN 1-FOOT CANDLE (11 LUX) AT THE WALKING SURFACE LEVEL.

- THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL BE PROVIDED BY THE PERMISEE'S ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, ILLUMINATION SHALL BE AUTOMATICALLY PROVIDED FROM EMERGENCY SYSTEM FOR THE FOLLOWING AREAS:

- A. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND APICES THAT REQUIRE TWO OR MORE MEANS OF EGRESS.
- B. CORRIDORS, EXIT ENCLOSURES, AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
- C. EXTERIOR EGRESS COMPONENTS AT OTHER THAN THE LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
- D. INTERIOR EXIT DISCHARGE ELEMENTS, AS PERMITTED IN SECTION 1027.1, IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
- E. EXTERIOR LANDINGS FOR EXIT DISCHARGE DOORWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.

- THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM WHICH IS TO PROVIDE CONTINUED ILLUMINATION FOR A DURATION OF NOT LESS THAN 1-1/2 HOUR IN CASE OF PRIMARY POWER LOSS. CONTINUED ILLUMINATION IS TO BE PROVIDED FROM STORAGE BATTERIES, UNIT EQUIPMENT, OR AN ON-SITE GENERATOR AND THE INSTALLATION OF THE EMERGENCY POWER SYSTEM.

- EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT CANDLE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. A MAXIMUM TO MINIMUM ILLUMINATION UNIFORMITY RATION OF 40 TO 1 SHALL NOT BE EXCEEDED.

REYNOSO

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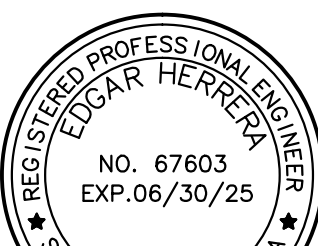
designer: DANNY REYNOSO

ReynosoDesignStudio@gmail.com



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CONSULTANT



Edgar Herrera

CLIENT:

T.I. - RILANO INC.

RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

RCP

PROJECT NO: 2448

PHASE:

DATE:

SCALE: 1/4" = 1'-0"

DRAWN BY: dr

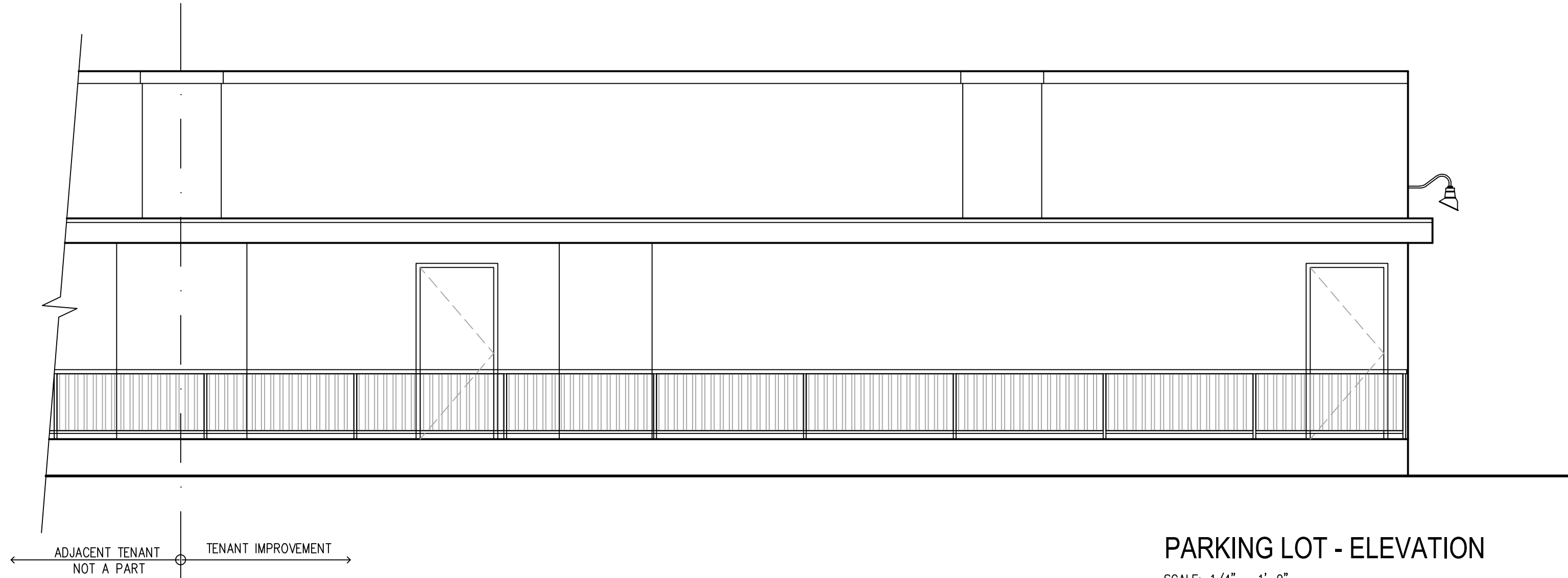
REVISIONS:

DATE: REVISION

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SHEET NUMBER:

A3



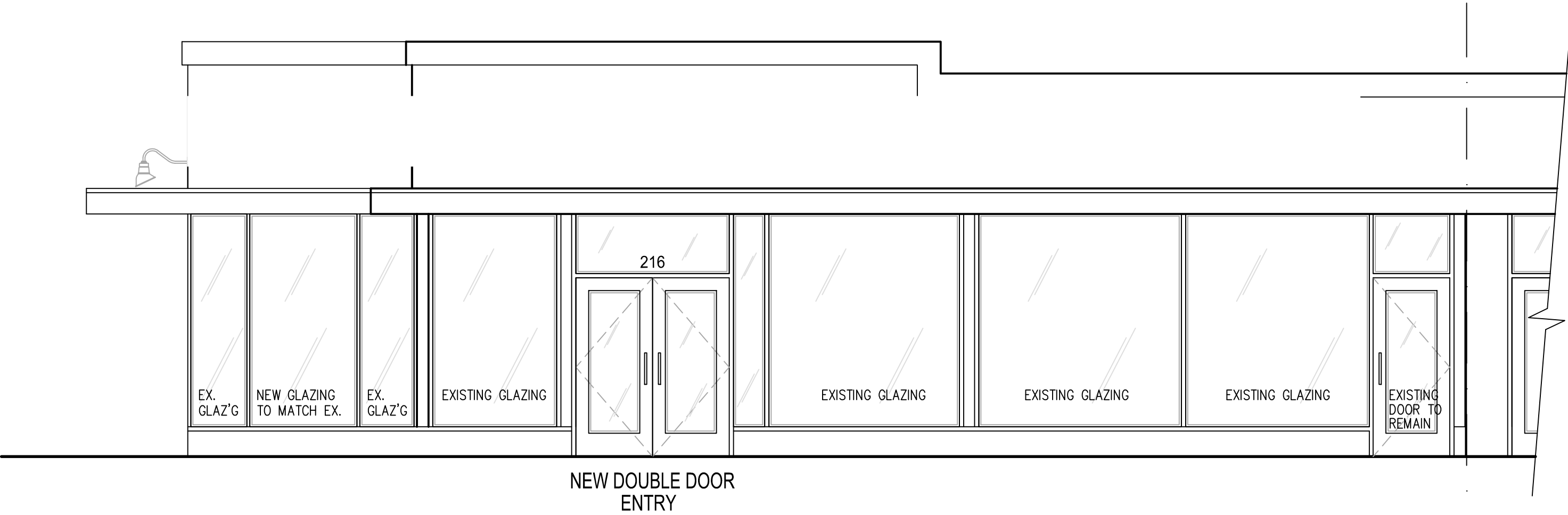
PARKING LOT - ELEVATION

SCALE: 1/4" = 1'-0"



CORNER of E. ROWLAND & S. 2ND AVE - ELEVATION

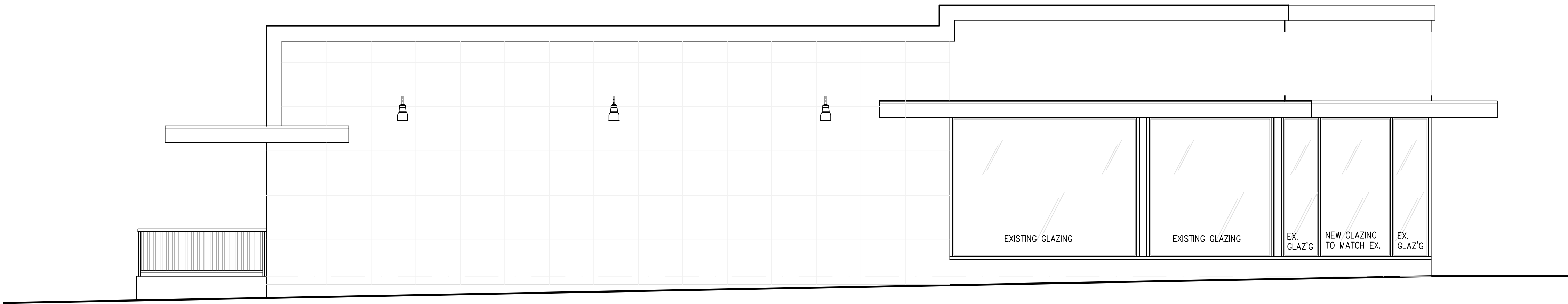
SCALE: 1/4" = 1'-0"



NEW DOUBLE DOOR ENTRY

E. ROWLAND ST. - ELEVATION

SCALE: 1/4" = 1'-0"

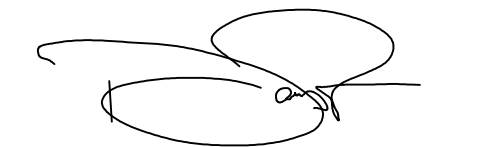


S. 2ND AVE - ELEVATION

SCALE: 1/4" = 1'-0"

REYNOSO design studio

17832 E. Edna Place
COVINA, CA 91722
626-536-7786
designer: DANNY REYNOSO
ReynosoDesignStudio@gmail.com



These drawings and specifications are the property of Reynoso Design Studio and shall not be used on any other work except by written authorization from Reynoso Design Studio. Written dimensions take preference over scaled dimensions and shall be verified on the job site and any discrepancy shall be brought to the attention of RD Studio, prior to commencement of work.



CLIENT:
T.I. - RILANO INC.
RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:
216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:
EXTERIOR ELEVATIONS

PROJECT NO: 2448
PHASE:
DATE:
SCALE: 1/4" = 1'-0"
DRAWN BY: dr

REVISIONS:	
DATE:	REVISION
△	_____
△	_____
△	_____
△	_____

SHEET NUMBER:

CLIENT:

T.I. - RILANO INC.
RICK PROBST
216 E. ROWLAND STREET
COVINA, CA 91723

LOCATION:

216 E. ROWLAND STREET
COVINA, CA 91723

DRAWING TITLE:

ROOF PLAN

PROJECT NO: 2448

PHASE:

DATE:

SCALE: 1/4" = 1'-0"

DRAWN BY: dr

REVISIONS:

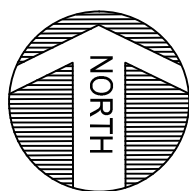
DATE: REVISION

△ _____
△ _____
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SHEET NUMBER:

EX. ROOF PLAN

SCALE: 1/4" = 1'-0"



A5

ATTACHMENT E

Resolution with Conditions of Approval

2025-009 PC

RESOLUTION NO. 2025-009 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT (CUP) 25-003, AND SITE PLAN REVIEW (SPR) 25-032 TO ALLOW A 3,443 SQUARE-FEET TENANT IMPROVEMENT TO PERMIT THE ESTABLISHMENT OF A CANNABIS RETAIL STORE IN THE MIXED-USE OVERLAY DISTRICT (MUOD) / COMMERCIAL (REGIONAL OR COMMUNITY SHOPPING CENTER) ZONE LOCATED AT 216 E ROWLAND ST, COVINA, CA, 91723 (APN 8451-001-019) AND MAKE A DETERMINATION OF EXEMPTION OF THE CALIFORNIA ENVIRONMENTAL ACT (CEQA) GUIDELINES

WHEREAS, on February 21, 2023, the City Council of the City of Covina adopted Ordinance 23-01 and a Mitigated Negative Declaration (MND) to allow cannabis retailers and microbusinesses to conduct business in the City of Covina and

WHEREAS, as part of operating a cannabis retail establishment within the City of Covina, City Council, as part of the selection process, requires all selected applicants to apply for a Conditional Use Permit.

WHEREAS, Property owner, Andrew McIntyre, through authorized applicant, Richard Probst, has filed a Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-026 a request for a 3,443 square-foot tenant improvement to allow the establishment of a cannabis retail store within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A located at 216 E Rowland St, (Property); and

WHEREAS, CMC Section 17.84.060 requires the Planning Commission to hold a hearing and make a recommendation to the City Council on a cannabis use conditional use permit; and

WHEREAS, CMC Section 17.64.040.B requires that the Planning Commission make a recommendation on site plan review when the application is processed concurrently, and final action is to be taken by the City Council; and

WHEREAS, Government Code Section 65867 requires the Planning Commission hold a hearing on an application for a development agreement; and

WHEREAS, on June 24th, 2025 at the regular meeting the Planning Commission conducted a duly noticed public hearing at which time oral and written comments received prior to or at the meeting, together with a recommendation from the Planning Division, was presented to the Planning Commission. The Planning Commission concluded said hearing on that date.

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Based upon the entire record made available at the June 24th, 2025 meeting, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the meeting, the Planning Commission hereby finds and determines as follows:

A. Findings for Conditional Use Permit (CMC Section 17.62.120)

1. **The site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this title to adjust the use with land and uses in the neighborhood.**

Facts: The overall 6,960-square-foot building has existed on the subject site since 1954, with no known issues pertaining to appurtenant commercial activities. The 3,443 square feet interior space in which the proposed cannabis retail store would operate appears to have sufficient physical dimensions to support the use of retail, in addition, as noted under project analysis, the proposed parking lot configuration would accommodate the parking needs of the business. The subject site is located within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone. Part of the scope of work is providing exterior lighting for visibility and to safely illuminate during hours of darkness. City staff surveyed and inspected the proposed cannabis business location, as measured in a straight line 600 feet from the property line, to the nearest property line of a school, day care center, youth center and park and determined the proposed location is not within 600 feet of a sensitive use and, therefore complies with this provision. **Therefore, as proposed, this criterion has been met.**

2. **That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.**

Facts: The site is located within an established development, uses conform well to the surrounding neighborhood infrastructure, and support services with access to major streets, freeway system, and retail services. The proposed use involves a cannabis retail store generating a negligible increase in traffic. There is more than one access way on site which can avoid congestion. The City/Traffic engineer has reviewed the proposal and determined that Rowland St and Second Ave has sufficient widths and capacities to accommodate this use. **Therefore, as proposed, this criterion has been met.**

3. **The proposed use will have no adverse effects on the abutting properties or the permitted use thereof.**

Facts: As noted under the first finding, the appurtenant commercial building has existed for many years. Relative to the current building and supporting improvements on the project site, the changes would constitute a refinement of the interior and its appurtenances. No potentially negative impacts relative to the cannabis business. In addition, the approval of conditions would provide the city with adequate requirements

for ensuring the project and use compatibility with the surroundings, and the proposed Cannabis business would not become a nuisance for adjacent businesses. The proposed cannabis business meets the cannabis regulations under CMC Section 17.84.070. **Therefore, as proposed, this criterion has been met.**

4. **That the conditions stated in the decision are deemed necessary to protect public health, safety, and general welfare. Such conditions include regulation of use, regulation of signs, requiring maintenance of grounds, regulation of noise, vibrations, odors, etc., regulation of time for certain activities, duration of use, and any such other conditions as will make possible the development of the city in an orderly and efficient manner and conformity with the intent and purposes set forth in this title.**

Facts: The operation of a cannabis retail store is conditionally permitted within the Commercial (Regional or Community Shopping Center) C-3A zone. All activities associated with the business will be conducted in a manner that will meet the provisions of Chapter 9.40 (Noise - which seeks to prevent unusual noises and vibrations). Approval of these applications will expire 2 year from the date of Project approval if building permits are not issued unless otherwise extended pursuant to applicable laws. Conditions of approval have been formulated to ensure that the proposed improvements for cannabis retail business establishment will operate in a manner consistent with the Covina Municipal Code and will not negatively affect the public health, safety, and general welfare of the community. Conditions of approval will ensure that the site maintains mitigates noise level and operate within the approved business hours. No major public health or safety-related impacts have been identified during the project review. The Development Review Committee, comprised of Building and Safety, Environmental Services, Los Angeles County Fire, Covina Police Department, and Planning and Engineering, were provided with the opportunity to review and comment on the project application. In addition, the proposed use has been conditioned to ensure that no potential issues would arise during operations. The staff's comments confirm that the proposed use would operate in a manner consistent with the Covina Municipal Code and would not negatively affect the public health, safety, and general welfare of the community. **Therefore, as conditioned, this criterion has been met.**

B. Findings for Site Plan Review (CMC Section 17.64.070)

In order to approve the Site Plan Review (SPR) application, the Planning Commission must make the findings as listed below:

1. **All provisions of Title of the CMC are complied with;**

Facts: The proposed operation of a cannabis retail store within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone. Conditions of approval will ensure that the site conforms with all the requirements from maintenance to mitigating the odor within the site. The site is located within an established area characterized by existing streets, sidewalks, walls, existing structures, and uses that conform well to surrounding commercial infrastructure, circulation, and support services. The project would have no negative impacts on existing streets and

sidewalks in that the proposed project is a minor tenant improvement with minimal impact on existing and surrounding traffic conditions with the proximity to public transit, and other forms of accessible transportation options (i.e., Uber, walking, cycling, etc.) With the overall improvements, and recommended conditions of approval, the proposed use will have no adverse effect on surrounding properties. **Therefore, as conditioned, this criterion has been met.**

2. The design and layout of the proposed development are consistent with the general plan, zoning code, development standards of the applicable zoning district, specific plans, design guidelines and objective design standards;

Facts: The proposed scope of work is consistent and conforms to the City of Covina's General Plan Goals in that the establishment of a cannabis retail store "Encourage the revitalization or upgrading of deteriorating commercial and industrial structures through City, private development, and/or other efforts." The proposed cannabis retail business conforms to the City's design guidelines for said use, as reviewed and determined by planning staff. As such, the proposed scope of work satisfies all applicable guidelines to the project, as outlined under the Covina Municipal Code, Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone Development Standards, the Covina Design Guidelines, and General Plan. **Therefore, as conditioned, this criterion has been met.**

3. The design of the proposed development or the alterations to existing structures will not interfere with the use and enjoyment of existing neighborhood and future development, and will not create traffic or pedestrian hazards;

Fact: The proposed project complies with all required development standards (i.e. size, shape, setbacks, walls, fences, parking, loading, landscaping) for the establishment of cannabis retail business and other associated improvements. The subject site is located within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone with a blend of fabrication, manufacturing, assembly or processing of materials which will be compatible and not interfere with any of the business surrounding the site. The subject site is within an established area characterized by commercial uses, connecting well to existing neighborhood infrastructure and support services. Proposed improvements to the site are aesthetically pleasing, functional, and visually compatible with neighboring structures and the area within which it is proposed to be located and follow the Covina Municipal Code. Staff assesses all applications in the City for the suitability of the space and its proposed uses. Any cannabis retail business is reviewed for the location of the retail area, loading spaces, queuing line, bathroom facilities, mechanical/electrical/plumbing improvements, security, landscape, and sales floor area ensure that they are operating as stated. The project site is approximately 18,164 square feet (0.42 acres) in land area and developed with a 6,960 square foot existing commercial building occupied by multiple tenants. **Therefore, this criterion has been met.**

4. The proposed development has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA);

Fact: Construction activities during the tenant improvements are not likely to cause serious public health problems. All potentially hazardous materials used during project construction will be disposed of in accordance with manufacturers' specifications and instructions, thereby reducing the risk of hazardous materials use. In addition, the Project would comply with all applicable federal, state, and local requirements concerning the use, storage, and management of hazardous materials, including but not limited to the Resource Conservation and Recovery Act, California Hazardous Waste Control Law, federal and state Occupational Safety and Health Acts, SCAQMD rules, and permits and associated conditions issued by the Building and Safety Division. **Therefore, as conditioned, this criterion has been met.**

5. The proposed development will not be detrimental to the public health, safety or welfare or materially injurious to the properties or improvements in the vicinity;

Facts: Construction activities during the tenant improvements are not likely to cause serious public health problems. All potentially hazardous materials used during project construction will be disposed of in accordance with manufacturers' specifications and instructions, thereby reducing the risk of hazardous materials use. In addition, the Project would comply with all applicable federal, state, and local requirements concerning the use, storage, and management of hazardous materials, including but not limited to the Resource Conservation and Recovery Act, California Hazardous Waste Control Law, federal and state Occupational Safety and Health Acts, SCAQMD rules, and permits and associated conditions issued by the Building and Safety Division. **Therefore, as conditioned, this criterion has been met.**

6. The development complies with the provisions for dedications, public improvements and undergrounding utilities pursuant to CMC 17.64.140 and congestion management and transportation demand management requirements pursuant to CMC 17.64.150;

Facts: All new utility service lines that are installed to serve the tenant space shall be placed underground. The Applicant shall comply with any other utility and/or street improvements required by the Department of Public Works (Engineering, Traffic, and Environmental Services). **Therefore, as conditioned, this condition has been met.**

C. Findings for Development Agreement (Government Code Section 65867.5)

A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

SECTION 3. The Planning Commission, based on its own independent judgment, has determined that this Project is categorically exempt pursuant to CEQA Guidelines Section 15301, Class 1 exemption, which consists of the operation, repair, maintenance, permitting, leasing, licensing, and minor alteration of an existing private structure involving negligible or no expansion of an existing use, including interior or exterior alterations involving such things as interior

partitions, plumbing, and electrical conveyance and additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet. The project involves a proposed expansion of less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center's floor area. The project involves interior improvements and upgrades. No structural additions are proposed. Furthermore, the Planning Commission recommends that the City Council find the project exempt from CEQA for the same reasons.

The Planning Commission further finds that there is no substantial evidence that the Project will have a significant effect on the environment.

SECTION 4. Based upon findings and conclusion set forth in Sections 1, 2 and 3 above, the Planning Commission hereby recommends that the City Council approves the application:

- A. The Planning Commission hereby recommends that the City Council approve Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-032, subject to the conditions of approval set forth in the written record before the Commission incorporated here and attached hereto as Exhibit "A."
- B. The Secretary of the Planning Commission is directed to serve, by first-class mail, a written notice of this decision to the Applicant within five (5) days.

SECTION 5. This Resolution shall become effective immediately upon its adoption,

SECTION 6. The Secretary shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 24th day of June, 2025.

ROSIE RICHARDSON, CHAIRPERSON
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 24th day of June, 2025, by the following vote of the Planning Commission:

AYES:

NOES:

ABSENT:

ABSTAIN:

COVINA PLANNING COMMISSION SECRETARY

EXHIBIT A
**CONDITIONAL USE PERMIT (CUP) 25-003 AND
SITE PLAN REVIEW (SPR) 25-032
APN: 8451-001-019
CONDITIONS OF APPROVAL**

The **Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-032**, shall allow a Cannabis Retail establishment (“Rilano”), expand an existing 2,137 square-foot commercial retail space an additional 1,306 square feet, totaling 3,443 square feet of cannabis retail space, and associated tenant improvements, within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone, located at 216 E Rowland Street, Covina, CA, 91723 (APN: 8451-001-019).

ALL OF THE FOLLOWING CONDITIONS APPLY TO THE PROJECT

A. TIME LIMITS:

1. **Conditional Use Permit (CUP) 25-001 and Site Plan Review (SPR) 25-032:** Approval of this application will expire two years from the date of Project approval if building permits are not issued unless otherwise extended pursuant to applicable laws. The applicant may apply to extend the expiration date for a maximum period of one year upon written request to the Director of Community Development a minimum of thirty (30) days prior to expiration. The request must be approved by the Planning Commission prior to expiration of the approved CUP and SPR applications.

B. GENERAL REQUIREMENTS:

1. This CUP may be suspended or revoked by the city manager for any violation of any state or local law, the Covina Municipal Code (“CMC”), rules, standards, policies, procedures, regulations, or conditions of approval related to cannabis in the CMC, any other related CMC section, and/or any violation of any conditions of approval of this land use entitlement.
2. This CUP is non-transferable and cannot be sold or transferred to another operator.
3. Any attempt to transfer a cannabis business permit either directly or indirectly in violation of CMC Section 5.80.190 is hereby declared a violation of the permit and such a purported transfer shall be deemed a ground for revocation of the permit.
4. Applicant shall operate the business in compliance with all State of California laws, local laws, and any regulations promulgated thereunder, including but not limited to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”)

5. Prior to the start of operations, the applicant shall provide the City Manager and Planning Department a copy of the State License authorizing the applicant to operate said business.
6. Suspension of a license issued by the state of California, or by any of its departments or divisions, shall immediately suspend the applicant's ability to operate within the city until the state of California or its respective department or division reinstates or reissues the state license per CMC Section 5.80.170.
7. The applicant must notify the City Manager and Planning Department within 48 hours of suspension of its license by the state of California, or by any of its departments or divisions. Failure to do so is a violation of these Conditions of Approval for the CUP and may be grounds for revocation of this CUP as determined by the City Manager per the CMC.
8. Proof of reinstatement of rights to the applicant by the state of California, or by any of its departments or divisions must be provided to the City Manager and Planning Department prior to the recommencement of any on-site and/or delivery operations.
9. This CUP is valid for use only at the proposed business address located 216 E Rowland Street.
10. Prior to the start of Operations, the applicant is required to obtain a City of Covina Cannabis Business and/or Microbusiness (if applicable) Business License per CMC Section 5.80.120 Issuance of a cannabis business permit.
11. A cannabis business permit shall be exercised by the cannabis business within six months of issuance. Exercised shall be when the permitted use commences on the site.
12. A cannabis business permit issued pursuant to chapter 5.80 shall expire 12 months after the date of issuance. The date of issuance shall be the date that the city manager and/or chief of police, or their designee (collectively "Auditor") has inspected the cannabis business site and determined the cannabis business complies with the security requirements set forth in CMC Chapters 5.80 and 17.84.
13. An application for renewal of a cannabis business permit shall be filed with the city manager at least 60 calendar days prior to the expiration date of the current permit per CMC 5.80.150.
14. A cannabis business permit may be suspended or revoked by the city manager for any violation of any state or local laws, this municipal code, rules, standards, policies, procedures, regulations, or conditions of approval related to cannabis in this chapter or adopted pursuant to this chapter, and any violation of any conditions of approval of this land use entitlement.
15. Prior to the start of Operations, the applicant is required to enter into a fully executed Development Agreement with the City. Pursuant to CMC Section 17.84.040.E the

Development Agreement shall set forth the terms and conditions under which the cannabis business will operate that is in addition to the requirements of Chapter 17.84 of the CMC.

16. Within 30 days of issuance of this CUP, if the applicant will have 10 or more employees, the applicant shall provide a copy of the business's labor and peace agreement, as defined in Business and Professions Code Section 26001(aa) to the City Manager and Planning Department.
17. The approved hours of operations for on-site retail sales are 9 a.m. to 9 p.m., Monday to Sunday.
18. The approved hours of operations for retail deliveries are 9 a.m. to 9 p.m., Monday to Sunday. Applicant will not accept order for delivery after 8:00 pm to ensure all deliveries will conclude by 9:00 pm
19. Prior to the opening of the business operation, a site inspection audit will be completed by city staff, the Covina Police Department, and/or a city designee (collectively "Auditor") to ensure compliance with all representations in the CUP application. A site inspection audit fee equal to \$822.50 (...or "*per the city fee schedule*", and then we need to amend the fee schedule) will be required from the applicant prior to the audit taking place. If the audit satisfies that the business operation is compliant with the CUP application, the Auditor will issue an Operational Certification to the business owner and the file.
20. If the Auditor finds that the business operation is not compliant with the representations made in the CUP application, the Auditor will provide a written list of the deficiencies to the Applicant, and the Applicant must affect corrective actions and have the premises re-audited prior to the opening of the business operation. This process will be repeated until the Auditor issues an Operational Certification to the business owner.
21. For the first year of business operation, the applicant shall pay for a site inspection audit of all operations on a quarterly basis (4 site inspection audits in the first year) by the Auditor to ensure compliance with all representations in the CUP application. A site inspection audit fee equal to \$822.50 (...or "*per the city fee schedule*", and then we need to amend the fee schedule) will be required from the applicant prior to each audit taking place. This process will be repeated until the Auditor issues an Operational Certification to the business owner and the file.
22. After the first year of business operation, the applicant shall pay for a site inspection audit of all operations on a semi-annual basis (2 site inspection audits per year) throughout the life of the business operation by the Auditor to ensure compliance with all representations in the CUP application. A site inspection audit fee equal to \$822.50 (...or "*per the city fee schedule*", and then we need to amend the fee schedule) will be required from the applicant prior to each audit taking place. This process will be repeated until the Auditor issues an Operational Certification to the business owner and the file.

23. If at any time a nuisance complaint about the business operation is filed with the City against the business and those allegations are investigated and substantiated by the Auditor, the City will issue a written Demand for Corrective Action to the applicant. The applicant will have 30-days to effect the required corrective actions, subject to review and verification by the City and/or its designee.
24. If the City is not satisfied with the applicants Corrective Actions, the City may suspend the applicant's business license and hold a public hearing as soon as is practical as determined by the City Manager, to review and amend this CUP approval, or to rescind this approval and revoke the CUP and Business License of the Applicant.
25. Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a permit issued pursuant to this chapter), or at any time upon reasonable request of the city, each cannabis business shall file a sworn statement detailing the number and amount of sales by the cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and a gross receipts financial audit, where applicable, as determined by the city.
26. Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the city manager upon a reasonable request.
27. All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for sale, and all stages of the growing and production or manufacturing, laboratory testing processes until purchase as set forth in the MAUCRSA.
28. Any person who is an owner, employee or who otherwise works for the cannabis business within the City of Covina must be legally authorized to do so under applicable state law.
29. Cannabis business owners, operators, investors, managers, and employees shall be required to submit to a criminal background check in compliance with CMC Section 5.80.060 for themselves and all persons in their employment and must be found to be in compliance with CMC Section 5.80.070 prior to the start of initial business operations.

30. After the initial opening of the business, any new employees hired to work on the premises of the business within the City of Covina are required to submit to a criminal background check in compliance with CMC Section 5.80.060 to the Covina Police Department and Planning Department and must be found in compliance with CMC Section 5.80.070 prior to the start of work within said premises, or they cannot work at the subject business.
31. After the issuance of a cannabis business permit, if any owner or employee is found to violate subsection (C) of CMC Section 5.80.060, this shall be grounds for suspension or revocation of the cannabis business permit pursuant to the procedures set forth in CMC Section 5.80.160.
32. All security measures incorporated into the CUP Application and Site Operations and Management Plan shall be in place and operational at all times, subject to inspection and audit as authorized in this approval, or as deemed necessary to insure the public health, safety, and welfare of the community, and in accordance with CMC Chapter 17.84.
33. If the applicant is using a private security firm, the applicant shall provide proof of a Covina Private Patrol Operator Permit (PPO) to the Covina Police Department and the Covina Planning Department prior to the initial patrol.
34. If the applicant changes from one security provider to another, the applicant shall provide proof of a Covina Private Patrol Operator Permit ("PPO") for the new provider to the Covina Police Department and the Covina Planning Department prior to the initial patrol by the new service provider.
35. All cannabis sales and other related sales associated with the business shall be conducted in accordance with CMC Chapter 17.84 and applicable state law.
36. Use City standard Signage Condition, modified to the Cannabis Section - Signage for the business operation shall be compliant with CMC Chapter 17.84.
37. Cannabis Retail Business shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of 18 years and that the potential customer has a valid doctor's recommendation. Adult use retailers shall verify the age of all customers to ensure persons under the age of 21 are not permitted on the premises. The applicant shall be required to verify customers at the lobby or reception area prior to entering the retail floor. All cannabis retail businesses shall be required to install a lobby or reception area to ensure safety, efficiency and procedures.
38. Every quarter of the year all cannabis business shall be eligible to apply for an Administrative Conditional Use Permit (ACUP). The administrative conditional use permit allows for a maximum of four (4) four sales, promotional or other business-related events per year.
39. Applicant shall, at its own expense and with counsel selected by City, fully defend, indemnify and hold harmless City, its officials, officers, employees, and agents

("Indemnified Parties"), from and against any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any name, kind or description, specifically including attorneys' fees, ("Liabilities"), arising in any way out of City's approval of the Project or the Applications (including but not limited to any permit or entitlements for the Development of the Property, including any and all Conditions of Approval, subject to approval or issuance by the City in connection with Development and operation of the Property and including the Conditional Use Permit, Cannabis Business License, Site Plan Review, Conceptual Plan Review, Security Plan, and the Development Agreement). Applicant's indemnification obligation shall include, but not be limited to, actions to attack, set aside, void, or annul the City's approval of the Applications, and Liabilities premised on, related to or invoking CEQA, including those arising out of City's decisions related to the Project's CEQA documents. City shall promptly notify Applicant of any such claim, action or proceeding, and shall cooperate fully in the defense of such claim, action, or proceeding. Applicant's indemnification obligations shall not be limited to the amount of insurance coverage that may be available to Applicant, and shall not otherwise be restricted or confined by the presence or absence of any policy of insurance held by City or Applicant. Applicant's obligations, as set forth above, shall survive the completion or abandonment of the Project or the issuance of a certificate of occupancy with respect thereto. However, Applicant's obligations after the issuance of a certificate of compliance for the Project shall be limited to indemnifying and defending the Indemnified Parties from legal challenges filed to set aside any part of the Project or its related components. The provisions of this condition are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Further, all obligations and Liabilities under this Condition are to be paid by the Applicant as they are incurred. Applicant's obligations to indemnify under this Condition shall include the obligation of the Applicant to defend City with legal counsel of City's own choosing.

40. Pursuant to CMC Section 17.84.110, the applicant shall:

- a. Execute an agreement indemnifying the city from any claims, damages, injuries, or liabilities of any kind associated with the operation of the cannabis business, issuance of a permit to a cannabis business, or the prosecution of the cannabis business or its owners, managers, directors, officers, employees, or its qualified patients or primary caregivers for violation of federal or state laws;
- b. Maintain insurance in the amounts and of the types that are acceptable to the city council or designee; and
- c. Reimburse the city for all costs and expenses, including but not limited to legal fees and costs and court costs, which the city may be required to pay as a result of any legal challenge related to the city's approval of the conditional use permit or cannabis business permit or related to the city's approval of a cannabis activity. The city, at its sole discretion, may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any of the obligations imposed hereunder.

C. SITE DEVELOPMENT

1. The Project Site shall be developed and maintained in accordance the approved plans on file with the Community Development Department, all representations of record made by the Applicant(s), the conditions contained herein, the Covina Municipal Code, and the Covina Design Guidelines.
2. Final plans incorporating all conditions of approval and any plan-related changes required in the approval process shall be submitted for the Director or his designee for review and approval, prior to submittal for Plan Check process.
3. Copies of the signed Resolution No. 2025-009 PC shall be included on the plans (full size) for submittal of plan check.
4. All site, precise grading landscape, and irrigation, and street improvement-plans shall be coordinated for consistency, prior to issuance of any building permits.
5. All ground mounted utility appurtenances such as transformers, AC condensers, etc. shall be adequately screened using a combination of concrete or masonry walls, and or landscaping to the reasonable satisfaction of the Director or his/her designee.
6. A complete exterior lighting plan, including photometric printout, shall be submitted for review and approval, prior to issuance of building permits for any production units. The plan shall illustrate light fixture features, locations, height, and the compliance with applicable City Code provisions on illumination, design, and lighting orientation/glare prevention and the minimum one-foot candle standard where applicable.
7. All building and site improvements shall be installed in accordance with approved plans and information on file with the Planning, Building, and Engineering Divisions, and the irrigation systems must be fully operational upon issuance of certificates of occupancy. Furthermore, during construction, all on-site landscaped areas must be maintained reasonably free of weeds and debris.
8. The Project Site must be clean and reasonably free of trash and construction debris, and all construction equipment must be removed from the Project Site prior to issuance of the last certificate of occupancy for the production units.

D. BUILDING AND SAFETY DIVISION

1. **Submit 4** (Four) sets of complete plans including any proposed utilities and earthwork/grading. The Project must comply with the 2022 California Building Code and Standards. 2 (Two) sets each of any structural, soils reports, and energy calculations shall be submitted with the above-mentioned plans. All calculations must bear an original signature from the documented author. (*Electronic submittal and plan review maybe available*)

2. This Project must comply with applicable Federal and State Accessibility requirements to and throughout the buildings. Include compliance methods and structural details on the plans. It is required that an independent CASp review of the project be performed although your new facility may have already been approved and permitted by the building department, it is important to obtain CASp inspection services after your move-in because unintended access barriers and violations can be created, such as placing your furniture and equipment in areas required to be maintained clear of obstructions. For planned alterations, a CASp can review your improvement plans and provide an access compliance evaluation of your facility's public accommodation areas that may not be part of the alteration.
3. Demolition activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403). The ACM report shall be prepared by an accredited testing laboratory in accordance with applicable SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with the relevant permit application for all demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has adhered to the applicable notification requirements to the SCAQMD, a formal demolition plan and permit must be obtained from the Building and Safety Division. SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381
4. Provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the buildings and, in the case of residential buildings, the intended use of each room. For additional information, please contact the LA County Assessor, Public Service Desk at 888-807-2111.
5. Construction activity within 500 feet of a residential zone is prohibited between the hours of 6:00 pm and 7:00 am on Monday through Friday and between 5 pm and 8 am on Saturday and all day on Sunday and Holidays unless otherwise permitted.

E. LOS ANGELES COUNTY FIRE DEPARTMENT – FIRE PREVENTION DIVISION

1. Business will need to complete and obtain approval of a special business application Form 30 C before opening to the public.

F. COVINA POLICE DEPARTMENT

1. Owners, operators, develop a plan to ensure that all exterior locations are adequately and safely illuminated during hours of darkness. Install LED lighting, can be motion sensor lighting, to increase visibility regarding any activity taking place near or inside the enclosure.
2. Detailed plans to show compliance shall be submitted to Police Department and Planning Division for review and approval, prior to issuance of permit and prior to

installation. The condition of approval shall be accomplished on or before opening. LED lighting that will be installed can be depicted on exterior elevations.

ATTACHMENT F
Resolution Development Agreement
2025-010 PC

RESOLUTION NO. 2025-010 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN RILANO, COVINA, INC. (“RILANO”) AND THE CITY OF COVINA, RELATED TO A PROPOSAL TO APPROVE 3,443 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE MIXED-USE OVERLAY DISTRICT (MUOD) / COMMERCIAL (REGIONAL OR COMMUNITY SHOPPING CENTER) C-3A ZONE, LOCATED AT 216 EAST ROWLAND STREET, (APN: 8451-001-019).

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

WHEREAS, Rilano Covina Inc. c/o Hank Casillas, Richard Probst, Jian Barazim and Bernardina Caeti, co-owner of the cannabis retail business located 216 E. Rowland Street. The business owners proposing a Cannabis Retail Establishment (“Rilano”), expand an existing 2,137 square-foot commercial retail space an additional 1,306 square feet, totaling 3,443 square feet of cannabis retail space, and associated tenant improvements, within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone, located at 216 E Rowland St, Covina, CA, 91723 (APN: 8451-001-019); and

WHEREAS, a copy of the proposed Ordinance adopting the Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Resolution; and

WHEREAS, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025 on the proposed Project and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the full record of these proceedings, the Planning Commission hereby finds the Development Agreement:

1. Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan;
2. Is in conformity with public conveniences and good land use practices as the project approvals, mitigation monitoring program and development agreement will guarantee

- adequate infrastructure for the development and land uses that are compatible with their surroundings;
3. Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities, and sanitation;
 4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned to be consistent with the General Plan and compatible with surrounding land uses; and
 5. Is consistent with the provisions of Government Code 65864 through 65869. 5.

SECTION 2. Based upon the aforementioned findings, the Planning Commission hereby recommends to the City Council adopt Ordinance No. 2025-XXX approving and adopting the Development Agreement between Rilano, Covina, Inc. c/o Hank Casillas, Richard Probst, Jian Barazim and Bernardina Caeti, co-owners of the cannabis retail business and the City of Covina, in the from attached to this Resolution as Exhibit "A" and incorporated herein by reference.

SECTION 3. The documents and materials that constitute the record of proceedings on which these findings and this Resolution are based are located at the City Clerk's Office or Community Development Department, Planning Division, located at 125 E. College Street, Covina, CA 91723, or at <http://covinaca.gov/pc/page/projects-under-review>. The custodian of these records is the City Clerk.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED, by the members of the Planning Commission of Covina this 24th day of June 2025.

ROSIE RICHARDSON, CHAIR
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 24^h day of June, 2025, by the following vote of the Planning Commission:

AYES:
NOES:
ABSENT:
ABSTAIN:

COVINA PLANNING COMMISSION SECRETARY
EXHIBIT "A"

DRAFT ORDINANCE ADOPTING DEVELOPMENT AGREEMENT

ATTACHMENT F.1

EXHIBIT “A”

Ordinance No. XXX

EXHIBIT “A”

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE CITY OF COVINA APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN RILANO COVINA INC, (“RILANO”) AND THE CITY OF COVINA, RELATED TO A PROPOSAL TO APPROVE 3,443 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE MIXED-USE OVERLAY DISTRICT (MUOD) / COMMERCIAL (REGIONAL OR COMMUNITY SHOPPING CENTER) C-3A ZONE, LOCATED AT 216 EAST ROWLAND STREET, (APN: 8451-001-019).

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

WHEREAS, Rilano Covina Inc. c/o Hank Casillas, Richard Probst, Jian Barazim and Bernardina Caeti, co-owner of the cannabis retail business located 216 E. Rowland Street. The business owners proposing a Cannabis Retail Establishment (“Rilano”), expand an existing 2,137 square-foot commercial retail space an additional 1,306 square feet, totaling 3,443 square feet of cannabis retail space, and associated tenant improvements, within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone, located at 216 E Rowland St, Covina, CA, 91723 (APN: 8451-001-019); and

WHEREAS, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Ordinance; and

WHEREAS, the project is categorically exempt pursuant to CEQA Guidelines 15301(e)(1), for “additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet.” The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center’s floor area. The project involves interior improvements and upgrades. No structural additions are proposed.

WHEREAS, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025, on the proposed Project and has found that the proposed Development Agreement is consistent with objectives of the General Plan, compatible with the uses authorized for the project area, in conformity with public convenience and beneficial to the public welfare, and will not adversely impact the orderly development of property; and

WHEREAS, the City Council, after published notice, held a public hearing on ,

2025 concerning the proposed Project, and has considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing.

WHEREAS, on 2025, the City Council of the City of Covina held a noticed public hearing to review the Project pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. ("CEQA"), and the State CEQA Guidelines, 14 C. C.R. 15000 et seq. and considered information presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing.

WHEREAS, on , 2025, the City Council of the City of Covina considered the proposed Project including Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-032 at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project prior to and at the public hearing.

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA DOES ORDAIN AS FOLLOWS:

SECTION 1. Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

1. Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan;
2. Is in conformity with public conveniences and good land use practices as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings;
3. Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities, and sanitation;
4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned to be consistent with the General Plan and compatible with surrounding land uses; and
5. Is consistent with the provisions of Government Code 65864 through 65869. 5.

SECTION 2. Based upon the aforementioned findings, the City Council hereby approves the Development Agreement between Rilano, Covina, Inc. c/o Hank Casillas, Richard Probst, Jian Barazim and Bernardina Caeti, co-owners of the cannabis retail business and the City of Covina attached hereto as Exhibit" A" and incorporated herein by reference.

SECTION 3. CEQA. The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center's floor area. The project involves interior improvements and upgrades. No structural additions are proposed. Planning Department Staff has

determined that the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15301 (e)(1) "Existing Facilities" because the addition to existing structures will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet. The City Council has reviewed the Planning Department Staff's determination of exemption, and concur in Staff's determination that the Project is exempt from CEQA.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed development agreement shall be recorded against the title to the property.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk's office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

SECTION 6. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Covina hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall become effective within thirty (30) days after its adoption.

SECTION 8. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the City Clerk shall cause to be published once the Ordinance, or a summary of thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SECTION 9. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025.

VICTOR LINARES, MAYOR

ATTEST:

FABIAN VELEZ, CHIEF DEPUTY CITY CLERK

APPROVED AS TO FORM:

City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. _____ was introduced for first reading at a special meeting on the ____ day of _____, 2025. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the ____ day of _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Dated:

FABIAN VELEZ
CHIEF DEPUTY CITY CLERK

ATTACHMENT F

Development Agreement

PLEASE RECORD AND WHEN RECORDED

RETURN TO:

City Clerk
City of Covina
125 East College Street
Covina, California 91723

Space above this line for Recorder's use only
No recording fee under Government Code Section 27383

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF COVINA AND RILANO COVINA INC**

ARTICLE 1. PARTIES AND DATE.

This Government Code Statutory Development Agreement ("Agreement") is dated July, XX, 2025 for references purposes only and is entered into between (i) the City of Covina ("City"), a California municipal corporation, and (ii) Hank Casillas, Richard Probst, Jian Barazim and Bernardina Caeti ("Co-Owners"). This Agreement shall become effective on the Effective Date defined in Section 3.1.12 below.

ARTICLE 2. RECITALS.

2.1 WHEREAS, the City and Owner wish to enter into Statutory Development Agreement pursuant to the Government Code and Covina Municipal Code to facilitate the development of the Property for commercial cannabis activities compliant with all applicable state and local laws, and any regulations promulgated thereunder (collectively, the "Project"); and

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

2.3 WHEREAS, Owner has an equitable interest in all of the real property ("Property") described on Exhibit Document No. 1 and depicted on Exhibit Document No. 2.

2.4 WHEREAS, Owner commenced its efforts to obtain approvals and clearances to conduct a commercial cannabis business in the City; and at that time the City determined that the uses authorized in this Agreement were lawfully permitted and authorized to occur on Owner's Property, subject to Owner's acquisition of various entitlements, as discussed herein; and

2.5 WHEREAS, Covina Municipal Code Section 17.84.040.E requires applicants for authorized commercial cannabis activity to enter into a development agreement with the City setting forth the terms and conditions under which the cannabis business will operate; and

2.6 WHEREAS, Condition of Approval (15) of Conditional Use Permit 25-003 requires Owner to enter into a development agreement with the City setting forth the terms and conditions under which the cannabis business will operate; and

2.7 WHEREAS, Owner and City intend for this Agreement to satisfy the development agreement requirements of Covina Municipal Code Section 17.84.040.E and Conditional Use Permit 25-003; and

2.8 WHEREAS, Owner voluntarily enters into this Agreement and after extensive negotiations and proceedings have been taken in accordance with the rules and regulations of the City, Owner has elected to execute this Agreement as it provides Owner with important economic and development benefits; and

2.9 WHEREAS, this Agreement and the Project are consistent with the City's General Plan and Zoning Code and applicable provisions of the City's applicable Zoning Map and the Covina Municipal Code as of the Agreement Date; and

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

2.11 WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project and/or Property, and provide for public services appropriate to the development of the Project; and

2.12 WHEREAS, in implementation of the promulgated state policy to promote private participation in comprehensive planning and to strengthen the public planning process and to reduce the economic risk of development, the City deems the implementation of this Agreement to be in the public interest and intends that the adoption of this Agreement be considered an exercise of the City's police powers to regulate the development of the Property during the Term of this Agreement; and

2.13 WHEREAS, this Agreement is consistent with the public health, safety and welfare needs of the residents of the City and the surrounding region and the City has specifically considered and approved the impact and benefits of the development of the Property in accordance with this Agreement upon the welfare of the region; and

2.14 WHEREAS, Owner intends to develop a cannabis retail store pursuant to the Covina Municipal Code Chapters 5.80 and 17.84 and all applicable state and City laws, rules, and regulations; and

2.15 WHEREAS, on [June 25th, 2025], the Planning Commission of the City held a duly-noticed public hearing on Owner's application for approval of this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this

Agreement be approved. On [July XX, 2025], the City Council also held a duly-noticed public hearing on Owner's application for approval of this Agreement (as well as the other Development Approvals), considered the recommendations of the Planning Commission, and found that this Agreement (and the other Development Approvals) are consistent with and helps to implement City's General Plan. On March 7, 2023 the City Council adopted Ordinance No. 23-01, enacting this Agreement ("DA Ordinance"); and

2.16 WHEREAS, concurrently with execution of this Agreement, City acknowledges that Owner has been authorized to [operate a cannabis retail store].

ARTICLE 3. GENERAL TERMS.

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

3.1.1 "Agreement" means this Statutory Development Agreement pursuant to Government Code Section 65864 et seq.

3.1.2 "CEQA Determination" means the process required by State of California Public Resources Code 21000 – 21189.57 by the Lead Agency of evaluating the potential environmental impacts and/or physical changes to the environment that may or may not occur because of a particular project; and, subsequently the decision by the Lead Agency if the potential environmental impacts and/or physical changes that will or will not result, will fall within one of three (3) thresholds defining the significance of the environmental effects caused by the project. For the purposes of this Development Agreement, the CEQA Determination will be a Section 15301 - Class 1 Exemption (Existing Facilities).

3.1.3 "City" means the City of Covina, a California municipal corporation.

3.1.4 "City Council" means the City Council of the City.

3.1.5 "CMC" means the City of Covina Municipal Code.

3.1.6 "Commercial Cannabis Business" means [retail sale of cannabis for medical or adult-use purposes consistent with the Medicinal and Adult-Use Cannabis Regulation and Safety Act.]

3.1.7 "Conditions of Approval" mean those conditions of approval, if any, which are not set forth in this Agreement and which are otherwise imposed by the City in connection with City's approval of the Development Approvals.

3.1.8 "Days" mean calendar days unless otherwise specified.

3.1.9 "Development", if applicable, includes grading, construction or installation of public and private facilities and the right to maintain, repair or reconstruct any private building, structure, improvement or facility after the construction and completion thereof; provided, however, that such maintenance, repair, or reconstruction take place within the Term of this Agreement on the Property.

3.1.10 “Development Approvals” means a conditional use permit and other entitlements for the Development of the Property, including any and all Conditions of Approval, subject to approval or issuance by the City in connection with Development and operation of the Property. “Development Approvals” also include both the Existing Development Approvals and the Subsequent Development Approvals approved or issued by the City that are consistent with this Agreement. Development Approvals include:

- a. Conditional Use Permit (“CUP”) 25-003;
- b. Cannabis Business Permit XX;
- c. Business License XX;
- d. Site Plan 25-032;
- e. Conceptual Plans;
- f. Security Plan; and
- g. This Agreement (“DA”) XX.

3.1.11 “Development Plan”, if applicable, means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property for the Project, as modified and supplemented by Subsequent Development Approvals.

3.1.12 “Effective Date” means the day on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the DA Ordinance; (ii) this Agreement is executed by the Mayor of the City of Covina and persons authorized to execute the Agreement on behalf of Owner; (iii) all Exhibits to this Agreement are finalized; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

3.1.13 “Existing Development Approvals”, if applicable, means all Development Approvals approved or issued prior to or on the Effective Date. Existing Development Approvals include the approvals set forth in Section 3.1.10 and all other approvals which are a matter of public record prior to or on the Effective Date.

3.1.14 “Existing Land Use Regulations” if and where applicable, means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations include all regulations that are a matter of public record on the Effective Date as they may be modified by the Existing Development Approvals.

3.1.15 “Gross Revenues” means the total of all revenue, income, compensation, sales proceeds or other monies of whatever kind or nature received by the Commercial Cannabis Business without deduction or offset of any kind.

3.1.16 “Land Use Regulations” if and where applicable means all ordinances, resolutions and codes adopted by the City governing the development and use of land, including

the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property. "Land Use Regulations" does not include any City 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; and/or
- (e) the exercise of the power of eminent domain.

3.1.17 "Owner" means [Hank Casillas, Richard Probst, Jian Barazi, and Bernardina Caeti]. (Co-Owners)

3.1.18 "Processing Fees" means all application, inspection and other regulatory processing fees and charges required by City that are adopted for the purpose of defraying City's actual costs incurred or to be incurred in the processing and administration of any form of regulatory permit, license, land use entitlement or other approval, which are applied uniformly to all development related activity within City, including fees for land use applications. Processing Fees are not vested under this Agreement.

3.1.19 "Project", if applicable means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement. The Project shall consist of this Agreement, the Development Plans, the application any and all entitlements licenses, and permits related to the Project.

3.1.20 "Property" means the real property described in Owner's application and incorporated herein by this reference, as described and depicted in Exhibit Documents 1 and 2.

3.1.21 "Reasonable" means using due diligence to accomplish a stated objective that the subject party is capable of performing or providing under the circumstances in a manner that is consistent with the intent and objectives of the Agreement.

3.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to the City as described in Section 4.7.

3.1.23 "Subsequent Development Approvals" if applicable, means all future discretionary approvals and all ministerial Development Approvals required subsequent to the Effective Date in connection with development of the Property, including without limitation, subdivision improvement Agreements that require the provision of bonds or other securities.

Subsequent Development Approvals include, but are not limited to, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other permits or approvals necessary, convenient or appropriate for the grading, construction, marketing, use and occupancy of the Project within the Property at such times and in such sequences as Owner may choose consistent with the Development Plan and this Agreement.

3.1.24 “Subsequent Land Use Regulations”. If applicable, means any Land Use Regulations defined in Section 3.1.16 that are adopted and effective after the Effective Date of this Agreement, as further defined in Section 4.7.

3.2 Exhibit Documents. The following documents, by this reference, are made part of this Agreement:

No. 1 - Legal Description of the Property;

No. 2 - Map showing Property and its location;

No. 3 - Operations Plan (in reference to the RFP);

No. 4 – Conceptual Plans – For final plans refer to the approved tenant improvement plan check by Building and Safety Division (BLD 25-XXXX); and

No. 5 - Labor Peace Agreement; or applicable Notarized Statement of Intent.

3.3 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Subject to Owner’s receipt of all Development Approvals relative thereto, the Development of the Property is hereby authorized and shall, except as otherwise provided in this Agreement, be carried out only in accordance with the terms of this Agreement.

3.4 Ownership of Property. Owner represents and covenants that it has a legal or equitable interest in the Property, which has an Assessor’s Parcel Number(s) of 8451-001-019 and is more particularly described in the application and Exhibit Document No. 1 in Section 3.2 and incorporated herein.

3.5 Term. The parties agree that the Term of this Agreement shall be 15 years commencing on the Effective Date subject to the written extension and early termination provisions described in this Agreement. Upon termination of this Agreement, this Agreement shall be deemed terminated and of no further force and effect, except terms that are expressly stated in this Agreement to survive termination without the need of further documentation from the parties hereto. The Agreement’s Community Benefit Fee(s) are subject to renegotiation after the first five years, and every five years thereafter. If the parties are unable to re-negotiate the Community Benefit Fee, then the Community Benefit Fee set forth in this Agreement shall continue to apply.

3.5.1 Term Extension. This Agreement may be extended by mutual written Agreement of City and Owner in writing and signed by Owner and the Mayor of Covina. If the Mayor of Covina does not sign the Agreement or renegotiated Agreement, any such Agreement or renegotiated Agreement is null and void.

3.6 Immediate Termination.

3.6.1 Automatic and Immediate Termination. This Agreement shall automatically and immediately terminate (without any hearing or opportunity to be heard) upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement as set forth in Section 3.5.
- (ii) Termination or revocation of Conditional Use Permit 25-003 or applicable Cannabis Business Permit.

3.6.2 Discretionary Immediate Termination. This Agreement shall, at the discretion of the City, immediately terminate (without any hearing or opportunity to be heard) upon the occurrence of any of the following events:

(i) Failure to timely pay any fees or monies to the City. If fees or monies due to the City pursuant to this Agreement, including but not limited to Community Benefit Fee payments, are not paid on time pursuant to this Agreement, the City may, at the election of the City, terminate this Agreement without any need for a hearing and without any opportunity to be heard by anyone. Accordingly, Article 8 “Defaults and Remedies” does not apply to a failure to pay fees because the City may terminate immediately and automatically for failure to pay fees and no opportunity to cure and no opportunity to be heard is available for failure to pay fees.

(ii) Failure to obtain a Certificate of Occupancy and operate the business within six (6) months from the date the Mayor signs this Agreement. The permitted uses must be commenced within six (6) months of issuance of the cannabis business permit. If Owner fails to move forward in a timely way to obtain a Certificate of Occupancy and commence the permitted use then the City may seek to revoke the commercial cannabis permit and the conditional use permit, and seek to terminate this Agreement.

3.6.3 Delay Not Attributable to Owner. Regulatory and/or bureaucratic delays, meaning delays attributable solely to the City, Department of Cannabis Control, or other applicable regulatory authority, and not attributable to the Owner, will not trigger the automatic termination in this Section.

3.6.4 Effect of Termination. Termination of this Agreement shall constitute termination of all land use entitlements and permits approved for the Owner and/or Property. 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 and expressly set forth as surviving this Agreement.

3.7 Notices.

3.7.1 Notice Defined. As used in this Agreement, notice includes, without limitation, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

3.7.2 Written Notice and Delivery. All notices shall be in writing and shall be considered given:

- (i) when delivered in person to the recipient named below; or
- (ii) five (5) days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or
- (iii) on the date of personal delivery shown in the records of the delivery company after delivery to the recipient named below; or
- (iv) on the date of delivery by facsimile transmission to the recipient named below if a hard copy of the notice is deposited in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to the City: City of Covina Community Development Department
ATTN: Community Development Director
125 E College St, Covina, CA 91723
(tel) (626) 384-5460
(email) blee@covinaca.gov

With courtesy copy: City of Covina City Attorney's Office
ATTN: City Attorney
125 E College St, Covina, CA 91723.
(tel) (213) 626-8484
(email) cleee@rwglaw.com

If to the Owner: Rilano Covina INC
ATTN: Eleno Casillas
2023 Exmoor Place.
Glendora, CA, 91741
(tel) 714-222-5401
(email) hank@rilanoinc.com

With courtesy copy: Rilano Covina INC
ATTN: Richard Probst
79602 Carmel Valley Ave
Indio CA, 92201
(tel) 626-367-6628
(email) rick@rilanoinc.com

With courtesy copy: Rilano Covina INC
ATTN: Jian Barazi
26632 Town Center Dr, Suite 300
Foothill Ranch, CA, 92610
(tel)818-222-998

With courtesy copy: Rilano Covina INC
ATTN: Bernardina Caeti
26632 Town Center Dr, Suite 300
Foothill Ranch, CA, 92610
(626) 332-7421

3.7.3 Address Changes. 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 the change.

3.8 Validity of this Agreement. Owner and the City each acknowledge that neither party has made any representations to the other concerning the enforceability or validity of any one or more provisions of this Agreement. The parties acknowledge and agree that neither party shall allege in any administrative or judicial proceeding that the entering into or the performance of any obligations created in this Agreement violates federal or state law, with respect to all federal, state, and local statutes, ordinances, or regulations in effect as of the Effective Date.

3.9 Fee. Fee means the amount(s) set by the City or negotiated with or by the Owner, to provide City commensurate benefit based on a private benefit conferred upon Owner. Fee shall include City's cost to research cannabis and cannabis laws and regulations, conduct public meetings, draft and negotiate this Agreement, process applications, and any other acts taken by the City in furtherance of medical and adult commercial use of cannabis in the City.

ARTICLE 4. DEVELOPMENT OF THE PROPERTY.

4.1 Right to Develop. Owner shall, subject to the terms of this Agreement, develop the Property with a Commercial Cannabis Business in accordance with the Development Plan. The Property shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan.

4.2 Conditional Use Permit. Pursuant to CMC Section 17.84.040.A, Owner shall not engage in the permitted uses set forth above pertaining to the Project on the Property without first obtaining and maintaining the Conditional Use Permit for the conduct of cannabis business activities.

4.3 Cannabis Business Permit. Pursuant to CMC Chapter 5.80 and Section 17.84.040.B, no person may engage in commercial cannabis activity in the City without obtaining a cannabis business permit issued by the City.

4.4 State Cannabis Licenses. Pursuant to California Cannabis Laws, Owner shall not engage in the permitted uses set forth above pertaining to the Project on the Property without first obtaining a State Cannabis License to conduct cannabis business activities on the Property.

4.5 Effect of Agreement on Land Use Regulations. Except as otherwise provided by this Agreement, the Development Plan shall establish the rules, regulations and official policies and conditions of approval governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement, occupancy and construction standards and specifications applicable to development of the Property. Provided, however, that in approving tentative subdivision maps, if any, the City may impose ordinary and necessary dedications for rights-of-way or easements for public access, utilities, water, sewers, and drainage, having a nexus with the particular subdivision; provided, further, that the City may impose and will require normal and customary subdivision improvement Agreements and commensurate security to secure performance of Owner's obligations thereunder.

4.6 Changes to Project. The parties acknowledge that changes to the Project or Development Approvals may be appropriate and mutually desirable. The City shall act on such applications, if any, in accordance with the Existing Land Use Regulations, subject to the Reservations of Authority, or except as otherwise provided by this Agreement. If approved in writing by the City Council, any such change in the Existing Development Approvals shall be considered an additional Existing Development Approval.

4.7 Reservations of Authority. Any other provision of this Agreement to the contrary notwithstanding, the Development of the Property shall be subject to subsequently adopted ordinances, resolutions ("Subsequent Land Use Regulations" or sometimes referred to as "Reservation of Authority") only on the following topics:

(i) Processing Fees imposed by the City to cover the estimated or actual costs to the City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which fees are charged to reimburse the City's lawful expenses attributable to such applications, processing, permitting, review, and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection, or entitlement are granted or conducted by the City.

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

(iii) Regulations governing engineering and construction standards and specifications including, any and all uniform codes adopted by the State of California and subsequently adopted by the City.

(iv) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety; provided, however, the following shall apply:

(a) That to the extent possible, such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided in this Agreement;

(b) That such regulations apply uniformly to all new development projects of the same uses within the City; and

(v) Regulations that do not conflict with the Development Plan. The term “do not conflict” means new rules, regulations, and policies which: (a) do not modify the Development Plan, including, without limitation, the permitted land uses, the density or intensity of use, the phasing or timing of Development of the Project, the maximum height and size of proposed buildings on the Property, provisions for dedication of land for public purposes and development exactions, except as expressly permitted elsewhere in this Agreement, and standards for design, development and construction of the Project; (b) do not prevent Owner from obtaining any Subsequent Development Approvals, including, without limitation, all necessary approvals, permits, certificates, and the like, at such dates and under such circumstances as Owner would otherwise be entitled by the Development Plan; or (c) do not prevent Owner from commencing, prosecuting, and finishing grading of the land, constructing public and private improvements, and occupying the Property, or any portion thereof, all at such dates and schedules as Owner would otherwise be entitled to do so by the Development Plan.

(vi) Contemplated City Rules and Guidelines for Commercial Cannabis Businesses. The City anticipates issuing rules and administrative guidelines associated with the implementation of Ordinance No. 23-01. City may establish requirements that are identical to or place a higher standard of care as existing provisions of California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines not listed in this Section as part of the City’s commercial cannabis regulatory program. Owner shall comply with any and all administrative guidelines adopted by the City that govern or pertain to the City’s commercial cannabis regulatory program. Nothing this Agreement shall be construed as limiting the City to amend the CMC or issue guidelines following the effective Date of this Agreement that Developer is required to adhere to.

(vii) The City shall not be prohibited from applying Subsequent Land Use Regulations that do not affect permitted uses of the land, density, design, public improvements (including construction standards and specifications) or the rate of development of the Development, nor shall the City be prohibited from denying or conditionally approving any Subsequent Development applications on the basis of such Subsequent Land Use Regulations.

4.8 Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of the City possess authority to regulate aspects of the Commercial Cannabis Business and development of the Property separately from or jointly with the City, and this Agreement does not limit the authority of such other public agencies. The City and Owner shall reasonably cooperate with other public agencies processing approvals or State licenses for the Project.

4.9 Tentative Subdivision Map and Development Approvals Lifespan. The term of any tentative subdivision map approved as a part of the project, if any, shall be in effect for the Term of this Agreement, and may be extended pursuant to the provisions of the California Subdivision Map Act (Government Code §§ 66410 et seq.).

4.10 Satisfaction of Conditions of Approval. Owner shall comply with all county and state laws and City ordinances and regulations and any and all conditions of approval for any entitlement, permit, or license it receives from the City, state, county, and Health and Fire Departments.

4.11 Subsequent Entitlements. Prior to commencement of construction of the Project, Owner shall be required to submit applications for any and all subsequent entitlements, if any, consistent with the terms and conditions set forth in this Agreement.

4.12 City Records Inspection. Owner acknowledges and agrees that the City is empowered to examine Owner's books and records, including tax returns. The City has the power and authority to examine such books and records at any reasonable time, including but not limited to, during normal business hours. If the City wishes to inspect the areas of the Property where the cannabis is being manufactured or cultivated, if applicable, City may do so at any time with 24 hours prior notice to Owner except in exigent circumstances or when the City reasonably believes a crime is being committed on the premises. If there are exigent circumstances or the City reasonably believes a crime is being committed on the premises, then the City may inspect with no notice whatsoever. In addition, City agrees that all of its employees or agents which enter the manufacturing or cultivation areas shall follow all of the policies and guidelines imposed on Owner's employees, including without limitation, the wearing of any clothing or equipment to insure that no pests or impurities shall enter the manufacturing and cultivation areas.

4.13 Inspections. The City may conduct non-record inspections as set forth in Section 7.7.

4.14 Initiatives and Referenda. If any City ordinance, rule, regulation, or addition to the CMC is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or any associated Development Approval, such CMC changes shall not be applied to the Site or the Project; provided, however, the parties acknowledge the City's approval of this Agreement is a legislative action subject to referendum.

ARTICLE 5. ARTICLE 5. PUBLIC BENEFITS.

5.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs and adverse effects which will not be fully met 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 negative impacts on the City, and private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

5.2 Community Benefits Fee(s). In addition to the benefits provided by the operation of the business, the City's primary benefit and its primary consideration for entering into this Agreement is the agreement and covenant of the Owner to pay to the City an annual amount equal to five percent (5%) of the annual Gross Revenues of the Commercial Cannabis Business, referred to herein as the Community Benefit Fee.

5.2.1 Installment Payments. As used herein, the term Owner shall make quarterly installments towards the annual amount of the Community Benefit Fee payment, based upon the Commercial Cannabis Business' Gross Revenue as reflected in its quarterly financial reports. Such installment payments shall be made at the time and in the manner as directed by the City Manager. However, the Parties agree that the amount of the total Community Benefit Fee payment made for the full fiscal year shall be adjusted to reflect the Gross Revenues as reflected in Owner's annual audited financial statement, a copy of which shall be provided by Owner's auditor directly to the City. Such audited financial report shall be produced within ninety (90) days of the end of the fiscal year. If the audited annual financial statement is not provided to the City within that time frame, the City may initiate an audit at Owner's sole expense, and may continue said audit even if the independent audited financial statement is subsequently provided.

5.2.2 Accounting. Owner agrees to maintain its books and records in a manner consistent with standard accounting procedures and good practices, and to fairly report all monies received by the Commercial Cannabis Business. during the relevant period. As provided in Section 4.12, the City shall have the right to conduct audits of the books and records, and the operational procedures, of Owner as they relate to the Commercial Cannabis Business. Such audits shall not unreasonably interfere with the operation of the Commercial Cannabis Business either as to frequency or procedure, but may take such audit steps as is necessary to achieve a real evaluation of the accuracy of the Commercial Cannabis Business's accounting records and the amounts of Community Benefit Fee payment owed to the City.

5.2.3 Audits. Owner agrees to pay the costs of not more than two (2) audits of its records per year (not including any year-end audit occasioned by a failure of Owner to produce an audited annual financial report within the required ninety (90) day period, which shall also be at Owner's expense), whether conducted by the City's in-house staff, based upon comparable labor and other costs to private organizations, or by private accounting or audit firms. The costs of such audits shall be reasonable given the purpose and scope of the audit. The City may undertake additional audits if it has a reasonable concern that the Community Benefit Fee payments are not being made in the correct amount. Such additional audits shall be at the cost of the City, except that if an audit determines that the amount of Gross Revenue received by the Commercial Cannabis Business for the relevant audit period has been understated by seven percent (7%) or more, Owner shall reimburse the City for the full costs of the audit. If any audit of the Commercial Cannabis Business as permitted under this Agreement demonstrates that Owner has underpaid the annual Community Benefit Fee payment, Owner shall, within ten (10) days of receiving the results of the audit, make payment to the City of any shortfall in the Community Benefit Fee payment, together with interest thereon from the date each portion of the shortfall should have been paid until it is in fact paid, at the annual rate of seven percent (7%). If the amount of the shortfall exceeds the amount actually paid by seven percent (7%) or more, Owner shall also pay to the City, as compensation for its efforts in enforcing the payment provisions of this Agreement and not as a penalty, an amount equal to ten percent (10%) of the shortfall (including interest).

5.2.4 Preferred Payment for Community Benefit Fee. The preferred method of payments made by Owner to City under the terms of this Agreement shall be made by check, money order or wire transfer.

5.3 Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by citizen initiative or otherwise) an alternative revenue mechanism specifically related to cannabis operations (e.g., a cannabis tax), the parties agree to renegotiate in good faith the terms of this Agreement so as to comply with an alternative revenue mechanism. As used in this section, “alternative revenue mechanism” does not include generally applicable taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations.

5.4 Public Outreach and Education. Owner shall coordinate and cooperate with the City and other Owners of Commercial Cannabis Business located within City of Covina in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by City.

5.5 Labor Peace Agreement. If the Owner has ten (10) or more employees, the Owner shall enter into a Labor Peace Agreement, as defined by Business and Profession’s Code Section 26001(aa), within sixty (60) days of employing its tenth (10th) employee, and abide by the terms of such Labor Peace Agreement. If Owner has less than ten (10) employees at the time of this Agreement’s signing, such Owner shall in good faith provide a notarized Statement of Intent to the City no later than this Agreement’s signing indicating that within thirty (30) days of issuance of the Cannabis Business Permit the Owner will enter into and abide by the terms of a Labor Peace Agreement with any labor organization. Attached as Exhibit Document No. 5 and incorporated herein is a true and correct copy of the actual Labor Peace Agreement; or applicable Notarized Statement of Intent. Owner shall abide by the terms of the Labor Peace Agreement if and when so adopted in accordance with this Subsection. If Owner fails to comply with the Labor Peace Agreement requirement in accordance with this Subsection, such failure shall constitute a default of this Agreement.

5.6 Jobs and Wage Creation.

5.6.1 Local Outreach. Owner agrees to use its reasonable efforts to market employment opportunities at the Project to Covina residents. Job announcements shall be posted at City Hall, along with proof that the job announcements were advertised in at least two (2) newspapers published, printed, or distributed in the City and on various social media sites accessible to the general public. In addition, Owner shall make a good faith effort to advertise job announcements at local job fairs, on local radio and through public agencies and organizations.

5.6.2 Full-time work. Owner shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner shall make a good faith effort to maintain a full-time employee level of seventy five percent (75%). Owner agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner under applicable state and federal employment laws.

5.6.3 Living Wage. Owner shall provide a living wage to employees. “Living Wage” means one hundred fifty percent (150%) more than the applicable amount of the hourly minimum wage mandated by California state or federal law, whichever is greater.

5.7 Development Agreement Administrative Fee Deposit. Owner shall be responsible for all of the City's actual costs associated with processing Development Approvals for the Project including, but not limited to, costs associated with the City's review and processing of the Project, including but not limited to reviewing the Project's entitlements, including all environmental clearance documents, permits, licenses and all documents evidencing compliance with state and local law. Upon approval of the Agreement, within five business days of approval, Owner must deposit twenty thousand dollars (\$20,000) with the City for the purpose of reimbursing the City for any associated costs with processing the Project, as detailed above, and reimbursing the City for its actual costs incurred in drafting and processing this Agreement. Owner will be liable for the City's actual costs incurred in processing future Development Approval applications. City acknowledges and agrees that this payment is not merely a deposit, but is a cap on the amount of the City's actual costs incurred in processing this Agreement.

ARTICLE 6. DISTRIBUTION AND TRANSPORTATION

6.1 Transportation of Cannabis. All pick ups and drop offs of cannabis and cannabis products into and out of the City of Covina shall be by a licensed distributor. Owner shall not, on its own or through any person or entity, arrange for pick ups or drop offs of cannabis or cannabis products into or out of the City of Covina for any purpose, except by a licensed distributor. This provision shall not apply if the Owners is a license microbusiness that includes distribution as part of its business.

6.2 Distribution of Cannabis. Owner shall distribute its cannabis and cannabis products only through a licensed distributor. Owner shall cooperate fully with the distributor regarding the accounting for product, revenue, and tax collection.

6.3 Distributor Fees. Owner and any licensed distributor shall reach their own Agreement regarding fees for the distributor's services.

ARTICLE 7. REVIEW FOR COMPLIANCE.

7.1 Periodic Review. The City may review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review, Owner shall be required to demonstrate compliance with all the terms of the Agreement. The review shall be conducted by the Director of Community Development. In connection with this periodic review, Owner shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of the review, the City finds and determines that Owner has not complied in good faith with the terms and conditions of this Agreement, the City may serve on Owner a notice to cure setting forth in detail the nature of Owner's non-compliance with this Agreement. If Owner fails to cure the non-compliance within sixty (60) days of the date of the notice or, if such cure cannot be effected within such sixty (60) day period and Owner fails to commence and proceed in good faith in an effort to cure such non-compliance within such sixty (60) day period, City may, by written notice to Owner, terminate this Agreement.

7.2 Special Review. The City may order a special review of compliance with this Agreement at any time, if the City reasonably believes that Owner is in breach of this Agreement.

If the City finds that Owner has not complied in good faith with the terms or conditions of this Agreement, the City may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7.3 The termination provision in Sections 7.1 and 7.2 do not apply to restrict the termination provisions in Section 3.6 regarding failure to pay fees and failure to move forward in a timely way to get all necessary permits, licenses, and a Certificate of Occupancy.

7.4 Certificate of Compliance. If, at the conclusion of a periodic or special review, the City determines that Owner is in compliance with this Agreement, upon request of the Owner the City shall issue a Certificate of Compliance (“Certificate”) to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the City, that (i) this Agreement remains in effect and (ii) Owner is not in default. The City 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 City, regardless of whether or not the Certificate is relied upon by Owner.

7.5 Failure to Conduct Review. The City’s failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

7.6 Cost of Review. The costs incurred by City in connection with the periodic or special reviews shall be borne by the City. The Owner is not liable for any costs associated with any City periodic or special review of this Agreement. The Owner is not liable for costs incurred for reviews.

7.7 Inspections. The City has the right to inspect the premises at any time with 24 hours’ notice to Owner in writing. Exception to 24 hours’ notice: In case of exigent circumstances or if the City reasonable believes a crime is being committed, no notice whatsoever is required. Failure of the Owner to allow access to its facilities when the City requests an inspection, subject to the notice provisions described in the Section, is a violation of this Agreement.

ARTICLE 8. DEFAULTS AND REMEDIES.

8.1 Remedies in of City after Default. In the event of a Default by Owner, City may terminate this Agreement and shall otherwise have hereunder all legal and equitable remedies as provided by law. Before City may terminate this Agreement or take action to obtain judicial relief, the City shall comply with the notice and cure provisions of Section 8.3.

Owner hereby agrees to waive and/or release the City of Covina for any claim or claims or cause of action, not specifically and expressly reserved herein, which Owner may have at the time of execution of Agreement relating to any application to the City of Covina including but not limited to, any application for any type of Commercial Cannabis Business license or conditional use permit from the City of Covina.

CALIFORNIA CIVIL CODE SECTION 1542

The Owner expressly acknowledges that this Agreement is intended to include in its effect, a waiver without limitation, of all claims or causes of actions which have arisen and of which each side knows or does not know, should have known, had reason to know or suspects to exist in their respective favor at the time of execution hereof, that this Agreement contemplates the extinguishment of any such Claim or Claims. The Owner specifically acknowledges and waives and releases the rights granted to Owner under **California Civil Code Section 1542**, which states as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

By expressly waiving the rights granted to Owner under **California Civil Code Section 1542**, the Owner represents that they understand and acknowledge that if they have suffered any injury, damage as a result of the application for or request for any permit from the City of Covina and (i) they are not presently aware of any damage or injury, or (ii) any damage or injury has not yet manifested itself, any claims for any such damage or injury are forever released and discharged.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by the City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the grossly negligent or malicious acts of the City and its officials, officers, agents, and employees. Nothing herein shall modify or abridge any defenses or immunities available to the City and its employees pursuant to the Government Tort Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section 8.1, Section 8.2, and Section 8.3 except for those in Section 3.6.

8.2 Specific Performance. The nature of a development agreement under the Development Agreement Law is a very unusual contract involving promoting a development project facing many complex issues including but not limited to environmental, financial, market, regulatory and other constantly evolving factors over an extremely long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to Owner by City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damages claims from Owner for any termination, or Default hereunder. As such, the parties agree that in no event shall Owner be entitled to recover monetary damages of any amount or of any kind against City for City's termination or Default under this Agreement. For purposes of enforcement, therefore, Owner's sole remedy for any Default of this Agreement shall be the remedy of specific performance. Before Owner takes action to obtain a judicial order for specific performance against City, Owner shall comply with the notice and cure provisions of Section 8.3.

8.3 Notice and Opportunity to Cure. A non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any alleged Default of the other party (“Defaulting Party”). However, the non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such Default within sixty (60) days after the date of such notice. However, if such Default cannot be cured within such sixty (60) day period, and if the Defaulting Party does each of the following:

1. Notifies the non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the sixty (60) day period;
2. Notifies the non-Defaulting Party of the Defaulting Party’s proposed cause of action to cure the Default;
3. Promptly commences to cure the Default within the sixty (60) day period;
4. Makes periodic reports to the non-Defaulting Party as to the progress of the program of cure; and
5. Diligently prosecutes such cure to timely completion, then:

The Defaulting Party shall not be deemed in Default of this Agreement once the Default has been timely cured.

8.4 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement (“Termination Notice”). The Termination Notice shall state that the non-Defaulting Party will elect to terminate the Agreement within sixty (60) days and state the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the non-Defaulting Party’s election to terminate this Agreement shall only be rescinded (i) if the Defaulting Party fully and completely cures all Defaults prior to the date of termination, or (ii) if the non-Defaulting Party elects to revoke the Termination Notice.

8.5 Waiver of Breach. By not filing a legal challenge to City’s action to approve or issue any Development Approval within the period established by applicable law, Owner shall be deemed to have waived any claim that any condition of approval attached to said Development Approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final subdivision map on any portion of the Property, Owner shall be deemed to have waived any claim that any Condition of Approval of such final subdivision map is improper or that the Condition of Approval constitutes a breach of the provisions of this Agreement.

8.6 Attorney’s Fees. In the event either party to this Agreement is forced to bring legal action to enforce its rights under this Agreement, and notwithstanding the limitation of the parties’

remedies under Section 8.2, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs of suit.

ARTICLE 9. THIRD PARTY LITIGATION.

9.1 Non-liability of Parties. As set forth above, City has determined that this Agreement is consistent with the General Plan and meets all of the legal requirements of State law. The parties acknowledge that:

A. In the future there may be challenges to the legality, validity and adequacy of the Development Approvals, the CEQA Determination, and/or this Agreement; and

B. If successful, such challenges could delay or prevent the performance of this Agreement and the Development of the Property.

C. In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 9, neither party shall have liability under this Agreement for any failure of either party to perform its respective obligations under this Agreement under this Agreement as the direct result of a judicial determination resulting from any claim or litigation that on the Effective Date, or at any time thereafter, the Land Use Regulations, the Development Approvals, or any related CEQA Determination for the Project, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Revision of Land Use Regulations. If, for any reason, the Land Use Regulations, the Development Approvals (including, without limitation, this Agreement), the CEQA Determination or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with applicable laws or regulations and, if such noncompliance can be cured by an appropriate action otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. If required by a judicial decision, City shall process any of Owner's applications for amendments to any of the Development Approvals, the CEQA Determination, and this Agreement, as necessary in response to such judicial decision. The Parties understand and agree that no promise can be made as to any future approval, however, because land use regulations involve the exercise of City's police power and it is settled California law that government may not contract away its right to exercise its police power in the future. *Avco Community Developers Inc. v. South Coast Regional Com.*, 17 Cal.3d 785, 800 (1976); *City of Glendale v. Superior Court*, 18 Cal.App.4th 1768 (1993).

9.3 Participation in Litigation: Indemnity. To the full extent permitted by law, Owner agrees to and shall fully indemnify, hold harmless, and defend, City and its respective elected and appointed officials, officers, members, agents, employees, and representatives (each an "Agent" and collectively "Agents") from any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any name, kind or description, specifically including attorneys' fees (collectively, "Claim(s)"), arising in any way out of or challenging the validity of this Agreement, any of the other Development Approvals, or the CEQA Determination. Owner's indemnification obligation shall include, but not be limited to, actions to attack, set aside, void, or annul any approval, should it occur, related to this Agreement, any of the other Development Approvals, or the CEQA Determination, including actions invoking Planning and Zoning Law or

CEQA, and shall also include actions related to enforcement of conflicts between State and Federal law. Owner shall reimburse City for any court costs and attorneys' fees that City may be required by a court to pay as a result of such Claim(s). City may, at its sole and absolute discretion, participate in the defense of any such Claim(s) undertaken by Owner, or (b) retain separate counsel whose attorneys' fees and costs shall be paid by Owner. Such participation in the defense of such Claim(s) or the retention of separate counsel by City shall not relieve Owner of its obligations under this Agreement.

9.4 City shall promptly provide written notice to Owner of any Claim(s). City shall take all necessary and reasonable steps to provide such notice to Owner in a timely fashion and in a manner that will not result in any substantial prejudice to Owner's ability to defend the relevant Claim(s). Such notice shall contain a copy of any relevant pleadings filed in connection with the relevant Claim(s). City acknowledges that Owner desires to provide the defense of any Claim(s) in a cost efficient manner. City and Owner shall coordinate and cooperate in their defense activities, whether City is participating in defense undertaken by Owner or is retaining separate counsel. As used in this Agreement, cooperation does not include City having to take any action or make any decision that City does not believe, in the exercise of its good faith judgment, is in its own best interest. Unless expressly provided to the contrary, nothing in this Agreement shall be construed in a manner that requires City to exercise its discretion in a particular manner.

9.5 Owner may not resolve such Claim(s) without City's prior written consent. In all events, City shall have the right to resolve any such Claim(s) in any manner, in its discretion, provided, however, Owner's consent shall be required (and may be granted or withheld in Owner's discretion) if the resolution of the Claim(s) shall require a payment by Owner or limit Owner's rights under the Development Approvals, including, without limitation, this Agreement. Owner's obligation to pay the cost of any such Claim(s), including judgment, post-judgment motions, and any and all appeals, shall extend until any Claim is completely concluded, judgment is entered and completely satisfied.

9.6 In the event Owner fails or refuses to reimburse City for its cost to defend any Claim(s), City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 8.3 above. Additionally, in the event of any such Claim(s), the Term of this Agreement shall be tolled for the period during which such Claim(s) are proceeding until fully and finally resolved

9.7 In order to ensure compliance with this Article 9, within twenty (20) days after notification by City of the receipt of any Claim(s), Owner shall deposit with City cash or other security in the amount of one hundred thousand dollars (\$100,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to City of all costs and fees related to any action triggering the obligations of this Article 9. If City is required to draw on that cash or security to indemnify or reimburse itself for such costs or fees, Owner shall restore the deposit to its original amount within fifteen (15) days after notice from City that replenishment is required. Additionally, if at any time the City Attorney determines that an additional deposit or additional security in an amount not to exceed an additional fifty thousand dollars (\$50,000) is necessary to secure the obligations of this Article 9, Owner shall provide such additional payment or security within fifteen (15) days of notice from the City Attorney.

9.8 Hold Harmless: Owner's Construction and Other Activities. Owner shall indemnify, defend, save and hold City and its Agents, as defined in this Article 9 above, and shall hold and save them and each of them harmless from any and all claims, damages of any kind and litigation which may arise from Owner's or Owner's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner or by any of Owner's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for Owner or any of Owner's agents, contractors or subcontractors. Notwithstanding anything to the contrary in this Section 9.8, nothing herein shall make Owner liable for the negligence or willful misconduct of City's Agent(s).

9.9 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default as provided herein and shall continue to be the liability and obligation of Owner, binding upon Owner, until the final resolution of all Claims, and shall survive the completion, partial completion, or abandonment of the Project.

9.10 Environmental Contamination. Owner shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of the Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting any acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, 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, the City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. The City may in its discretion participate in the defense of any such claim, action or proceeding. The provisions of this Section 9.10 do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit, or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

ARTICLE 10. THIRD PARTY LENDERS, ASSIGNMENT & SALE.

10.1 Encumbrances. 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.

10.2 Lender Requested Modification/Interpretation. The City acknowledges that the lenders providing such financing may request certain interpretations and modifications of this Agreement 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. The City 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 and as long as such requests do not minimize, reduce, curtail, negate or in any way limit City's rights under this Agreement.

10.3 Assignment/Transfer/Sale. No assignment, transfer or sale of the rights or obligations of the Owner under this Agreement is permitted. Any sale, transfer, or assignment without City Council approval is a breach of this Agreement.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

11.1 Penalty.

11.1.1 Owner acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and if necessary enforcement actions to protect health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Owner fails to make any payment due, as required by this Agreement, including the Public Benefit Fee(s) in Article 5, City may impose a “Non-Performance Penalty.” A “Non-Performance Penalty” of ten percent (10%) shall be applied to all past due payments. Payment of Non-Performance Penalty shall be in a single installment due on or before fifteen (15) days following delivery of a notice of non-performance penalty by the City to the Owner. This provision shall survive the termination of this Agreement.

11.1.2 If Owner fails to pay the Non-Performance Penalty, then, in addition to the principal amount of the Non-Performance Penalty, Owner shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from fifteen (15) days following delivery of a notice of Non-Performance Penalty. This provision shall survive the termination of this Agreement.

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 that are not contained or expressly contained 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, provided, however, City at its option may rely on statements by Owner’s agents at the public hearings leading to the City’s approval of the project or on written documents by Owner’s agents that are a part of the public record.

11.3 Severability. If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, by a court of competent jurisdiction, 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. The foregoing notwithstanding, the provision of the public benefits set forth in Article 5, including the payment of the fees set forth therein, are essential elements of this Agreement and the City would not have entered into this Agreement but for such provisions, and therefore in the event that any portion of such provisions are determined to be invalid, void, or unenforceable, at the City’s option this entire Agreement shall terminate and from that point on be null and void and of no force and effect whatsoever. The foregoing notwithstanding, the development rights set forth in Article 4 of this Agreement are essential elements of this Agreement and Owner would not have entered into this Agreement but for such provisions, and therefore in the event that any portion of such provisions are determined to be invalid, void or unenforceable, at Owner’s option this entire

Agreement shall terminate and from that point on 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 without regard to principles of conflicts of laws. 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, since all parties were 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 Singular and Plural; Gender, and Person. Except where the context requires otherwise, the singular of any word shall include the plural and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa, and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

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

11.8 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.

11.9 No Third Party Beneficiaries. The only parties to this Agreement are Owner and the City. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

11.10 Supersedes Previous Agreements. This Agreement when signed and executed by Owner and the Mayor of Covina supersedes any previous Agreements and renders them null and void.

11.11 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.

11.12 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.

11.13 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 prosecuted in the Superior Court of the

County of Los Angeles, State of California, and the parties hereto waive all provisions of federal or state law or judicial decision providing for the filing, removal or change of venue to any other state or federal court, including, without limitation, Code of Civil Procedure Section 394.

11.14 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 the City and Owner is that of a government entity regulating the development of private property and the owner of such property.

11.15 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 acknowledgment 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.

11.16 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain.

11.17 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 if it is a foreign corporation, then Owner shall file, upon its execution of this Agreement, with the Chief Executive Officer or his or her designee, 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 the County of Los Angeles and such service shall constitute valid service upon Owner. Owner is amenable to the process so described, submits to the jurisdiction of the Court so obtained, and waives any and all objections and protests thereto.

11.18 Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he/she/they have the authority to execute this Agreement on behalf of his/her/their corporation, partnership or business entity and warrants and represents that he/she/they has/have the authority to bind Owner to the performance of its obligations hereunder. Owner shall each deliver to City on execution of this Agreement a certified copy of a resolution and or minute order of their respective board of directors or appropriate governing body authorizing the execution of this Agreement and naming the officers that are authorized to execute this Agreement on its behalf. Each individual executing this Agreement on behalf of his or her respective company or entity shall represent and warrant that:

(i) The individual is authorized to execute and deliver this Agreement on behalf of that company or entity in accordance with a duly adopted resolution of the company's board of directors or appropriate governing body and in accordance with that company's or entity's articles of incorporation or charter and bylaws or applicable formation documents; and

(ii) This Agreement is binding on that company or entity in accordance with its terms; and

(iii) The company or entity is a duly organized and legally existing company or entity in good standing; and

(iv) The execution and delivery of this Agreement by that company or entity shall not result in any breach of or constitute a default under any mortgage, deed of trust, loan agreement, credit agreement, partnership agreement, or other contract or instrument to which that company or entity is party or by which that company or entity may be bound.

11.19 Nexus/Reasonable Relationship Challenges. Owner agrees that the fees imposed are in fact reasonable and related to the mitigation of the negative impacts of the business on the City and consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs set forth in this Agreement including, without limitation, any claim that the terms in this Agreement constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, and/or impose an unlawful tax.

11.20 No Money Damages Relief Against the City. The parties acknowledge that the City would not have entered into this Agreement had it been exposed to damage claims from Owner, or anyone acting on behalf of Owner for any breach thereof. As such, the parties agree that in no event shall Owner, or Owners' partners, or anyone acting on behalf of Owner be entitled to recover money damages against City for breach of this Agreement.

11.21 Laws. Owner agrees to comply with all applicable state, regional, and local laws, regulations, polices and rules. In addition, Owner further agrees to comply with all issued entitlements, permits, licenses, including any and all applicable development standards. Specifically, Owner agrees to comply with all applicable provisions of CMC.

11.22 Compliance with Conditions of Approval. Owner agrees to comply with and fulfill all conditions of approval for any and all entitlement, permits, and/or licenses it receives from the City. All conditions of approval for all entitlements, permits and/or licenses are attached hereto and incorporated herein by this reference.

11.23 Consistency with Applicable Commercial Cannabis Regulation. The City and Owner acknowledge that this Agreement shall be read consistent with any statewide or national regulation of commercial cannabis that is promulgated in the future, either by legislative action or voter approval.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

CITY OF COVINA

By: _____
_____, Mayor

Date: _____

OWNER

By: _____
Its: _____

Date: _____

ATTEST:

By: _____
Fabian Velez, Chief Deputy City Clerk

Date: _____

By: _____
Its: _____

Date: _____

*(Two signatures of corporate officers
required unless corporate documents
authorize only one person to sign the
agreement on behalf of the corporation)*

APPROVED AS TO FORM:

By: _____
Candice Lee, City Attorney

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel for _____

Date: _____

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

State of California)
County of Los Angeles)

On _____, 202__, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____

(Seal)

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

State of California)
County of Los Angeles)

On _____, 202__, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

List of Exhibit Documents

- No. 1 - Legal Description of the Property
- No. 2 - Map showing Property and its location
- No. 3 - Operations and Management Plan (refer to the RFP)
- No. 4 - Conceptual Plans – For final plans refer to the approved tenant improvement plan check by Building and Safety Division (BLD 25-XXXX)
- No. 5 - Labor Peace Agreement; or applicable Notarized Statement of Intent

Exhibit Document No. 1
Legal Description of the Property

WILL BE PROVIDED FOR CITY COUNCIL

Exhibit Document No. 2
Map showing Property and its location

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Operations Plan (in reference to the RFP)

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