

Planning Commission Regular Meeting **STAFF REPORT**

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

Title: Proposal for a 3,956 square-foot Cannabis Retail Establishment

Title Description: Recommendation to the City Council regarding Conditional Use Permit (CUP) 25-

004, Site Plan Review (SPR) 25-039, Development Agreement and determination of exemption from CEQA: a request to approve a Cannabis Retail establishment ("Zen Garden") within a 3,956 square-foot commercial retail space, and associated tenant improvements, within the Covina Town Center Specific Plan (CTCSP) / Mixed-Use (MU) District zone, located at 125 S Citrus Ave, Covina, CA, 91723 (APN: 8444-001-018).

Presented by: Eduardo Lomeli, Assistant Planner

PROJECT SITE INFORMATION

A. Project Information:

Request: Conditional Use Permit (CUP) 25-004

Site Plan Review (SPR) 25-039

Development Agreement

Applicant/Authorized Agent: Andrew McIntyre

Property Owner: City of Covina

Location: 125 S Citrus Ave

Assessor Parcel Map No's: 8444-001-018

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	
Site	Town Center Specific Plan	Town Center Specific Plan (TCSP) Mixed Use (MU)	Multi-Commercial Uses (Fitness Center, Gastropub - Edna Vees)	

North	Town Center Specific Plan	Town Center Specific Plan (TCSP) Mixed Use (MU)	Drive Thru Restaurant (Alpha Omega Burgers)
South	Town Center Specific Plan	Town Center Specific Plan (TCSP) Mixed Use (MU)	Multi-Commercial Uses
East	Town Center Specific Plan	Town Center Specific Plan (TCSP) Mixed Use (MU)	Mortuary (Custer Christiansen Mortuary)
West	Town Center Specific Plan	Town Center Specific Plan (TCSP) Mixed Use (MU)	Residential

C. Site Characteristics:

The Project site is approximately 0.30 acres in size, with an existing 11,865-square-foot one-story commercial center, accommodating multiple tenants. The building is divided into 3 tenant spaces providing a variety of uses. The commercial center has one entrance that is accessible from South Citrus Ave leading to an alleyway and into the parking lot. Off street parking is available on Citrus Ave and there is (45) forty-five existing parking spaces and (2) two handicap stalls. There is 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 March 5, 2025, the applicant submitted applications for a Conditional Use Permit (CUP) and Site Plan Review (SPR) for a 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 metal and woods as a main feature. The crisply painted walls are in a neutral tone to highlight the alluring mix of tones and textures that create this overall aesthetically pleasing look. At the entrance, a welcoming area featuring metal façade scallops to highlight the natural light. For seating, deep olive-green velvet chairs in earthy hues are complimented by wood flooring and metal accents that create a lounge atmosphere. 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 at the front readily visible to passersby.
- Storefront windows on the east sides of the business allow visibility from the adjacent public thoroughfares into the screening lobby and retail areas;
- 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 glass 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 glass 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. Under *Table 1* below, the Off-Site Parking Matrix summarizes the on-site parking for the site and the proposed expanded use. The amount of total parking spaces provided is 32 with roughly 5-10 employees. The proposed parking layout will offer 47 parking spaces with additional parallel parking off Citrus Ave.

Additionally, Parking within the Covina Town Center Specific Plan (CTCSP) is transferred onto city-owned public parking facilities. In this case, The Covina City Hall Public Parking Lot is East of the subject site with approximately 100 parking stalls, including existing angled street parking along Citrus Avenue, resulting in adequate parking for the proposed use.

Please note that Assembly Bill 2097 (AB 2097) is a recent California law that prohibits public agencies or cities from imposing a minimum automobile parking requirement on most development projects located within a half-mile radius of a major transit stop. This project is approximately .04 miles from a high transit bus stop. Overall, the staff has determined there is sufficient parking available within the site.

Table-1

Off-Site Required Parking Matrix

Minimum Required	Total Gross Floor	Parking Space Provided
Off-Street Commercial		
Parking Space(s)		
<u>Cannabis Retail Store</u> -	$3,956 \text{ sf} \div 200 \text{ sf} = 19.7 \text{ parking}$	15 Parking stalls
One for each 200 square	stalls (Round to the nearest tenth)	
feet of gross floor area		1 ADA parking stalls
plus one for each	10 employee = 10 parking stalls	
employee at any shift,		
unless otherwise	= 35 parking stalls	
determined by the director		
pursuant to a traffic and		
parking study.		
Total:	35 parking spaces	16 parking spaces overall

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 "Covina Town Center Specific Plan Mixed Use" 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, Zen Garden 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.

Zen Garden 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 11,865-square-foot building has existed on the subject site since 1948, with no known issues pertaining to appurtenant commercial activities. The 3,956 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 Town Center Specific Plan – Mixed Use 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. The City/Traffic engineer has reviewed the proposal and determined that Citrus 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 Town Center Specific Plan – Mixed Use. 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 store establishment with 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 Covina Town Center Specific Plan which it would not negatively affect the public health, safety, and general welfare of the community. Therefore, as conditioned, this criterion has been met.

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 Town Center Specific Plan – Mixed Use 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 store 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, Covina Town Center Specific Plan, 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 Town Center Specific Plan – Mixed Use 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 12,941 square feet (0.30) acres) in land area and developed with a 11,865 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 Town Center Specific Plan – Mixed Use zone there by facilitating the desired sustainability and stability adequate for its environment, the neighborhood, and the community it will serve. The project involves interior improvements and upgrades. No structural additions are proposed. Staff has determined that the project is exempt from the requirements of California Environmental Quality Act (CEQA) Guidelines under the Class 1 exemption under state CEQA Guidelines Section 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. 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) Guidelines under Section 15301 (1), for the project 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. The project involves interior improvements and upgrades to an existing facility. No structural additions are proposed.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2025-013 recommending that the City Council approve Conditional Use Permit (CUP) 25-004 and Site Plan Review (SPR) 25-039, with the attached Conditions of Approval, and make a determination of exemption from California Environmental Quality Act (CEQA); and Resolution No. 2025-014 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:

rian 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. 2025-013 PC (CUP)25-004 and (SPR)25-039, w/ Conditions of Approval
- F. Resolution No. 2025-014 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.

SEC	TION 1: Filing Requirements
	Standard Application Form
	Property Owner's Authorization Form, Project Contact List Form, Project Description Form
	<u>Four (4) sets</u> of the development plans, <u>FOLDED</u> (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
	TION 2: Filing Fees act the Planning Division to determine which fees are applicable
	Conditional Use Permit
	Public Works – Environmental Services See current fee list
	TION 3: Plan Preparation Guidelines s 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

3. All required plans shall be collated and stapled together as an individual development plan set; each set shall

labeled and with the north arrow oriented towards the top of the sheet

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.

SECTION 1



Standard Application Form - 1

Community Development Department – Planning Division

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

N. SE	ENDER TRANSPORTER	在 新年的一种国际的			高度到 管			
Dvo	assad Dusingt Name		THE RESERVE OF THE PARTY OF THE	licant Information				
	posed Project Name:		(6	ary	_	STAFF USE ONLY		
- 1	Project Address: 125 S Citrus Ave, Covina CA 91723 Assessor's Parcel Number (APN): 8444-001-018			File	File No.			
73363301 31 dicel Nulliber (AFN). 6444-001-018								
Applicant Name: Zen GW Cali Partners, LLC			Assi	Assigned Planner:				
Pho	ne: 323-719-7376		E-Mail: al.c	alleres323@gmail.com				
App	licant address: 1 C	orporate Park	k, Suite 11	2, Irvine CA 92606				
Proj	perty Owner Name (i	f different than	above): WL	M-DC2, LLC				
				einc@gmail.com, 626-3	32-29	978		
	perty Owner Address							
CC F	Property Owner in Co	rrespondence?	☑Yes ☐ No					
		·····································		Project Type		references and the second		
Plea	se check the type of pr	oject review requ	ested. If you a	are applying for more than one	review	you may check all that apply.		
✓	Conditional Use Perm	nit	☐ PCD Ar	nendment		Tree Preservation Permit Minor		
	Development Agreen	nent	Public (ABC)	Convenience or necessity		Vacation of Alley, Easement, Street		
	General Plan Amendr	nent	☐ Site Pla	n Review-Major		Variance		
	Historic Structure Des	signation	Site Pla (Reside	n Review-Minor ential)		Variance (Minor)		
	Lot Line Adjustment/	Lot Merger		n Review-Minor (Non-		Zoning Code Amendment/ Zone Change		
	Pre-Application Revie	W	☐ Tentati	ve Parcel Map Fime Extension		(Other)		
	Planned Community (PCD)	Development	☐ Tentati	ve Tract Map Fime Extension		(Other)		
						(other)		
		建筑工作学生发	Pr	oject Description				
		Provide as mu		ossible/attach additional pag	s if ne	cessary		
The p	roposed project at 125 abis products to adults t	S Citrus Avenue i for recreational an	s an Adult-Us d medical use	e Cannabis Retail Storefront a . The applicant proposes interi	nd Deliv	very Operation, providing legal exterior improvements to ensure a		
secur	e, compliant, and profe	ssional retail envir	ronment.					
於抽象形態效								
	trice bearing trick to			y Owner Certification				
						ther, I acknowledge the filing of this rent from the legal property owner, a		
prop	erty owner's authoriza	ation form must a	accompany th	is application (Standard Appl	cation	 2). Insert N/A below if submitting 		
	orization form.		SOLVENSION STATE OF THE STATE O					
Date	2/77/25	Signature	11	or Mat				
Date	$\frac{2/27/25}{\text{Name and Title:}}$	2 Signature	1 cr _1	1001.1.+				
Print	ivame and Title:	noire -	· Jalyre	/ president				
STAI	STAFF USE ONLY							
ELECTRIC SERVICE	Received:	Received by:		Fees:	Rec	eipt 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

Lis	st the name(s) and address(es) of all property owner((s).	
1.	Owner Name: WLM-DC2, LLC Complete Address: 370 E Rowland St, Covina CA 91723		
	Email: themcintyreinc@gmail.com	Phone: <u>626-3</u> :	32-2978
2.	Owner Name:		
	Complete Address:		
	Email:	Phone:	
3.	Owner Name:		
	Complete Address:		
	Email:	Phone:	
	is letter shall serve to notify you and certify that I/we am/a tached application and do hereby authorize: Applicant's Name: Zen GW Cali Partners, LLC		Phone: 323-719-7376
	Applicant's Complete Address: 1 Corporate Park, Suite 112,	Irvine CA 92606	Email: al.calleres323@gmail.com
То	file and present my/our interest for the referenced application	ation(s):	
Nar	me (printed): Andrew M'Intyre le: President		
Titl	le: President	_Date:	125
Sigr	gnature: And Math		



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)

Α.	General Information
	Project Address or Assessor's Parcel Number: 125 S Citrus Ave, Covina CA 91723
	Site Area: 12,995-sf pad Building Area: 3,423-sf Building Height: No. of Floors: 1
	Total anticipated number of employees: 25 Max shift: 15 Hours of operation: 9AM-9PM
	Does the business involve the sale of any food or beverages? \square No \blacksquare Yes
	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: 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:
	If any of the above answers are YES, please describe in detail on a separate sheet.
В.	Existing Land Uses of the Subject and Surrounding Properties
	Subject property:
	North: Parking lot (zoned the same as the project site)
	East: mortuary (zoned the same as the project site)
	South: multi-tenant commercial (zoned the same as the project site)
	West: residential and parking (zoned the same as the project site)
C.	Physical Site
	Will the project modify existing natural features? \blacksquare No \square 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? 6" above the existing sidewalk
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.
Ε.	Flora and Fauna
	Describe the types of vegetation and trees in the project area: no vegetation is currently present on site
	Number of Oak trees on the site: $\frac{0}{2}$ Number of Oak trees to be removed: $\frac{0}{2}$ a Tree Permit application must be obtained
	Describe the types of wildlife found in the project area: None. The existing building currently covers almost entire site.

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	r odors durir	ng construction or after			
	development? \blacksquare No \square Yes If YES , please describe in detail on a separate sheet	:.				
G.	List of Attached Environmental Reports no environmental report has been prepared.					
	Contact person for environmental: Environmental firm: Hestia Atelier Mailing Address: 3 Peters Canyon Rd. #110 Irvine, CA. 92606	Phone:	949-230-6006			
	Environmental firm: Hestia Atelier	E-mail:	hide.iwagami@hestiaatelier.com			
	Mailing Address: 3 Peters Canyon Rd. #110 Irvine, CA. 92606					
н.	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					
	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 application complete.	the Plannin	g Division to deem the			
	"I, Hide Iwagami , certify that I have reviewed."	wed the list o	of "Identified Hazardous			
	Waste Sites" from the Office of Planning and Research and have determined the 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					
	information presented are true and correct to the best of my knowledge. Furthermore, I understand that failure to					
	information presented are true and correct to the best of my knowledge. Furth	hermore, I ur				
	provide the plans and information required may result in this application r		nderstand that failure to			
			nderstand that failure to			
	provide the plans and information required may result in this application replanning and processing.	not being acc	nderstand that failure to			
	provide the plans and information required may result in this application r	not being aco	nderstand that failure to cepted as complete for 03/04/2025			
	provide the plans and information required may result in this application replanning and processing. Name (printed): Hide Iwagami	not being aco	nderstand that failure to cepted as complete for 03/04/2025			



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 comple	ted and submitted with new applications: (P	rint or	type all information entered)				
Project Location: 125 S Citrus Ave, Covina CA 91723			STAFF USE ONLY FILE NO.:				
Applicant: Zen GW Cali Partners, LLC			MUNIS:				
Primary Contact Person: Alex Callere	Primary Contact Person: Alex Calleres						
Address: 1 Corporate Park	Address: 1 Corporate Park, Suite 112, Irvine CA 92606						
			ail Address:				
Phone: 323-719-7376	Fax: N/A		ail Address: al.calleres323@gmail.com				
Secondary Contact Person: (Please Spec Angela Thomas, Zen Garden, Ow	cify Name, Company, Title) Iner						
Address: 1 Corporate Park, Suite	112, Irvine CA 92606						
Phone: 626-488-9674	Fax: N/A	E-m	ail Address: angthom27@gmail.com				
Legal Property Owner: WLM-DC2, LLC							
Address: 370 E Rowland St, Covin	a CA 91723						
Phone: 626-332-2978	Fax: N/A	E-m	ail Address: themcintyreinc@gmail.com				
Architect: Hestia Atelier	Contact Person: Hide	lwag	ami				
Address: 3 Peters Canyon Rd. #1	110 Irvine, CA. 92606						
Phone: 949-230-6006	Fax: N/A	E-m	ail Address: hide.iwagami@hestiaatelier.com				
Engineer	Contact Person:						
Address:							
Phone:	Fax:	E-m	ail Address:				
Landscape Architect	Contact Person:						
Address:							
Phone:	Fax:	E-m	ail Address:				



Housing Division Supplemental Checklist

Community Development Department – Planning Division

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

1.	Project Address: 125 S Citrus Ave, Covina CA 91723
2.	Existing Square Footage of Building: 11,865 SF
3.	Is the structure/building being demolished?Yes XNo
	If yes: what is the square footage of demolition proposed? N/A How many units are being demolished? N/A
4.	What type of use is being demolished? i.e. residential (include number of units), Commercial, Office. N/A
5.	What is the square footage of commercial/industrial/office use proposed? Please specify what type: commercial cannabis retail is being proposed at the existing 3,854-sf tenant space
6.	What is the total number of housing units proposed at te project site? N/A
 7. 	What is the total number of housing units proposed at te project site? N/A Will this project require a Tentative Tract Map (TTM) or Tentative Parcel Map (TPM)?



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: Zen Garden Cannabis Dispensary

Project Address: 125 S Citrus Ave, Covina CA 91723

General Plan: Town Center Specific Plan

Zoning District: TCSP - Mixed Use

PROJECT AREA			Agree	
Gross	ion outcomel and consume down storests)	0.08	Acres	
	ijor external and secondary streets)	0.08	Acres	
AREA DISTRIBUTION (Net Area)	Acres/Sq. FT.		% of Net Project Area	
Building Coverage	3,423-sf	100%		
Landscape Coverage	0	0	%	
Vehicular Coverage (Including parking, drive aisles, etc.)	0	0 %		
Floor Area Ratio	0.91 for the entire building (11,865-sf bldg on a 12,995-sf pad)	32% (3,854-sf in	11,865-sf building)	
FLOOR AREA DISTRIBUTION BY PR	OPOSED USE (Based on Net Area)			
Area of Building Pad	No. of Stores	Gross Floor Area	Proposed Use	
12,995-sf	1	11,865-sf	3,854-sf	
PARKING (Calculate Each Use Wit	hin a Building Separately)			
Type of Use	Parking Ratio	# Spaces Req.	# Spaces Provided	
no parking	NA	NA	NA	
Total:	0	0	0	



Standard Application - 6 Residential Project Summary Table (5 or more Lots/Units)

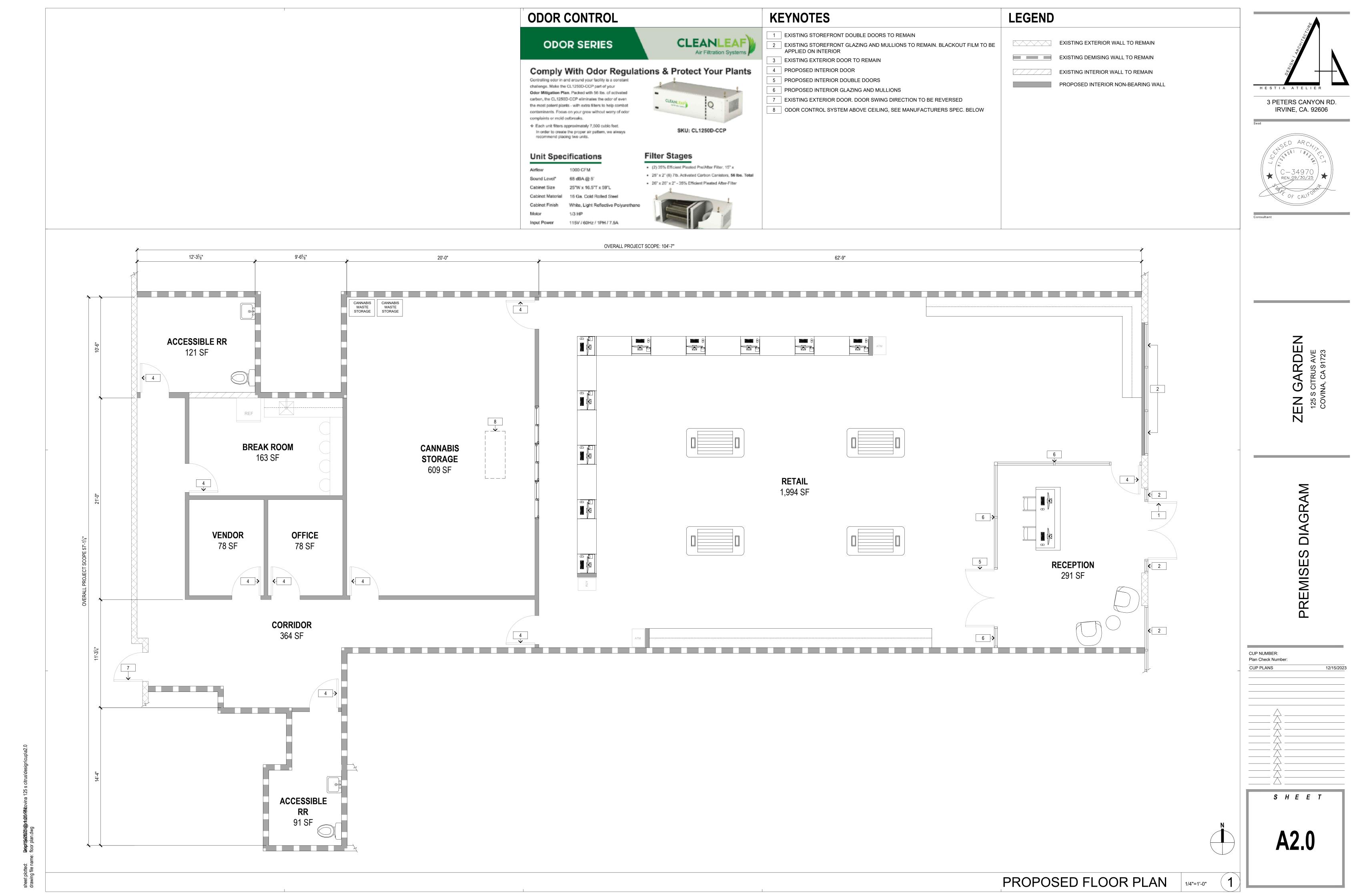
Community Development Department – Planning Division

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

PROJECT INFORMATION

oject Name: Zen Garden Cannabis Dispensary	
oject Address: 125 S Citrus Ave, Covina CA 91723	
eneral Plan: Town Center Specific Plan	
ning District: TCSP - Mixed Use	

PROJECT AREA					
Gross				Acres	
Net (Exclusive of dedication for major ex		treets)		Acres	
DWELLING UNITS (Based on Net Area)	Number		Net Density		
Single Family Detached					
Duplex					
Multi Family					
Bachelor					
One Bedroom					
Two Bedroom					
Three Bedroom					
Four Bedroom					
Total:					
AREA DISTRIBUTION (Based on Net Area)	Acres/Sq. Ft.		% of Net Proje	ct Area	
Building Coverage	11	,865-sf			
Landscape Coverage		none		none	
Common Open Space		none		none	
Private Open Space	none			none	
Usable Open Space (Common +					
Private)	none			none	
Floor Area Ratio	0.91			3,854-sf	
PARKING	Parking Ratio	# of Units	Spaces Req'd	Spaces Provided	
Single Family Detached				·	
Duplex					
Multi Family					
Bachelor					
One Bedroom					
Two Bedroom					
Three Bedroom					
Four Bedroom					
Guest Parking					
Total:	None	None	None	None	



vg last saved: Dec/15/2023 1:33 PM by: Darla Rocha

3 PETERS CANYON RD.

FIRE, LIFE, AND SAFETY PLAN 1/4"=1'-0" 1



HESTIA ATELIER

3 PETERS CANYON RD. IRVINE, CA. 92606

Seal

SED AR CAMPAGE

C-34970

REN.09/30/25

Consultant

125 S CITRUS AVE COVINA, CA 91723

EXISTING EXTERIOR ELEVATIONS

CUP NUMBER:
Plan Check Number:

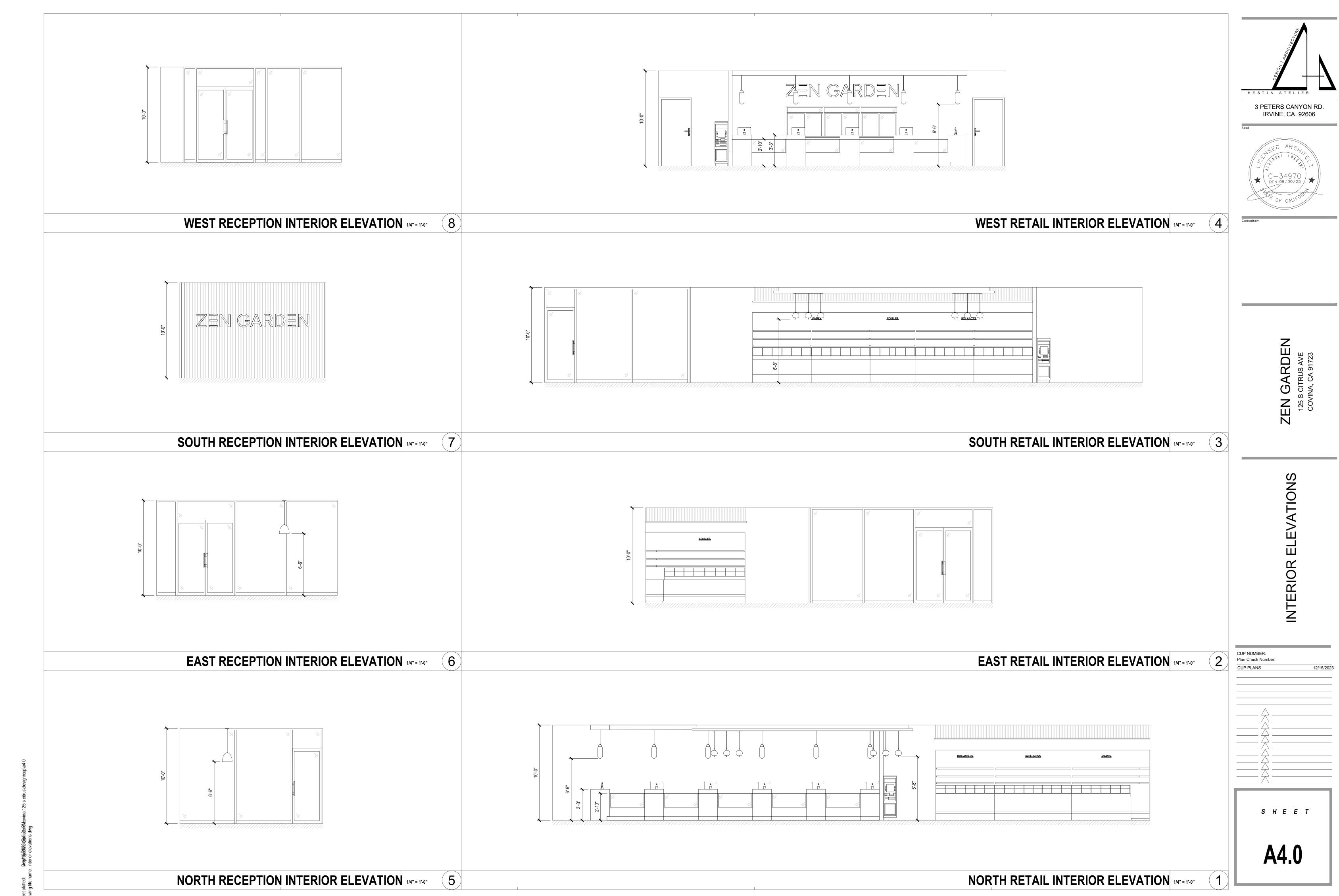
CUP PLANS

12/15/2023

SHEET

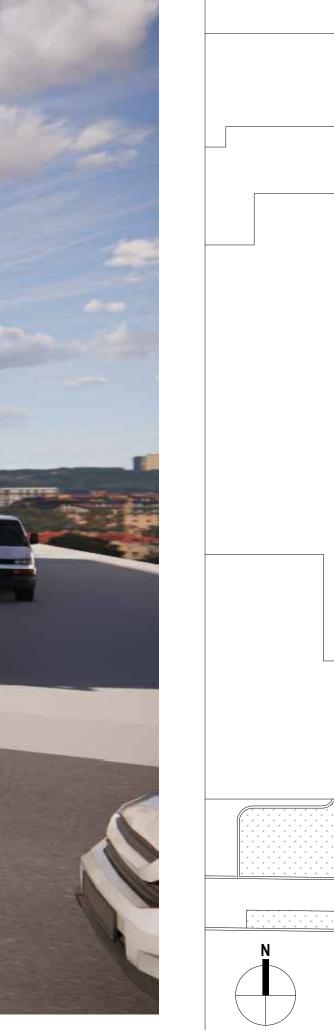
EX3.0

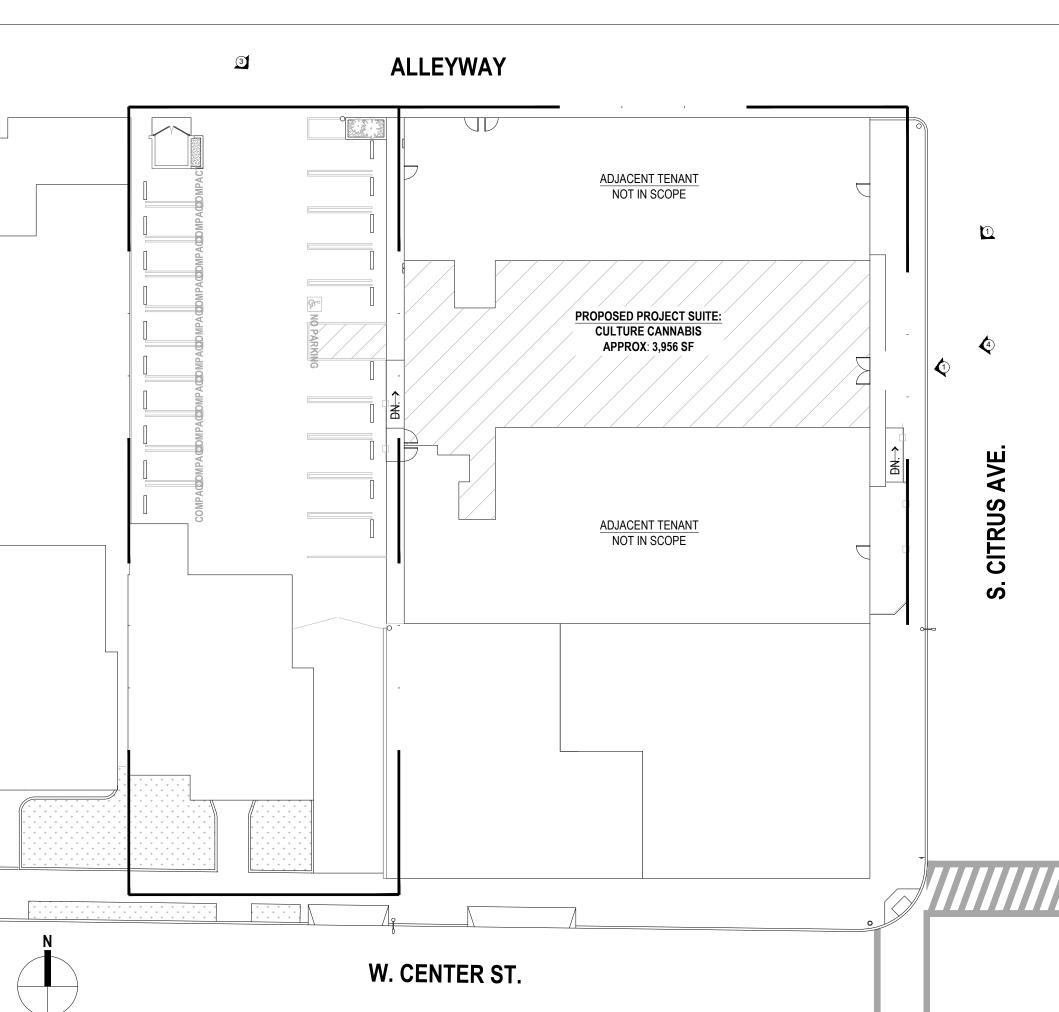
aved: Dec/15/2023 6:01 PM by: Darla Rocha



dwg last saved: Dec/15/2023 5:17 PM by: Darla Rocha

VIEW 2 NTS







PROPOSED EXTERIOR RENDERINGS

CUP NUMBER: Plan Check Number: S H E E T

VIEW 1 NTS

KEY PLAN 3/64" = 1'-0" 1

A5.0

S. CITRUS AVE.

KEY PLAN 3/64" = 1'-0" (1)

S H E E T

A5.1



VIEW 4 NTS



(3)

VIEW 3 NTS

ALLEYWAY

W. CENTER ST.

ADJACENT TENANT NOT IN SCOPE

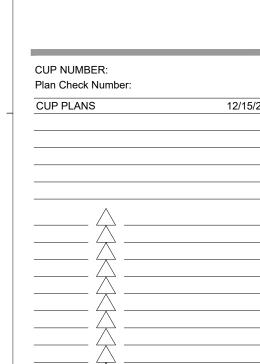
PROPOSED PROJECT SUITE:
CULTURE CANNABIS
APPROX: 3,956 SF

ADJACENT TENANT NOT IN SCOPE

3



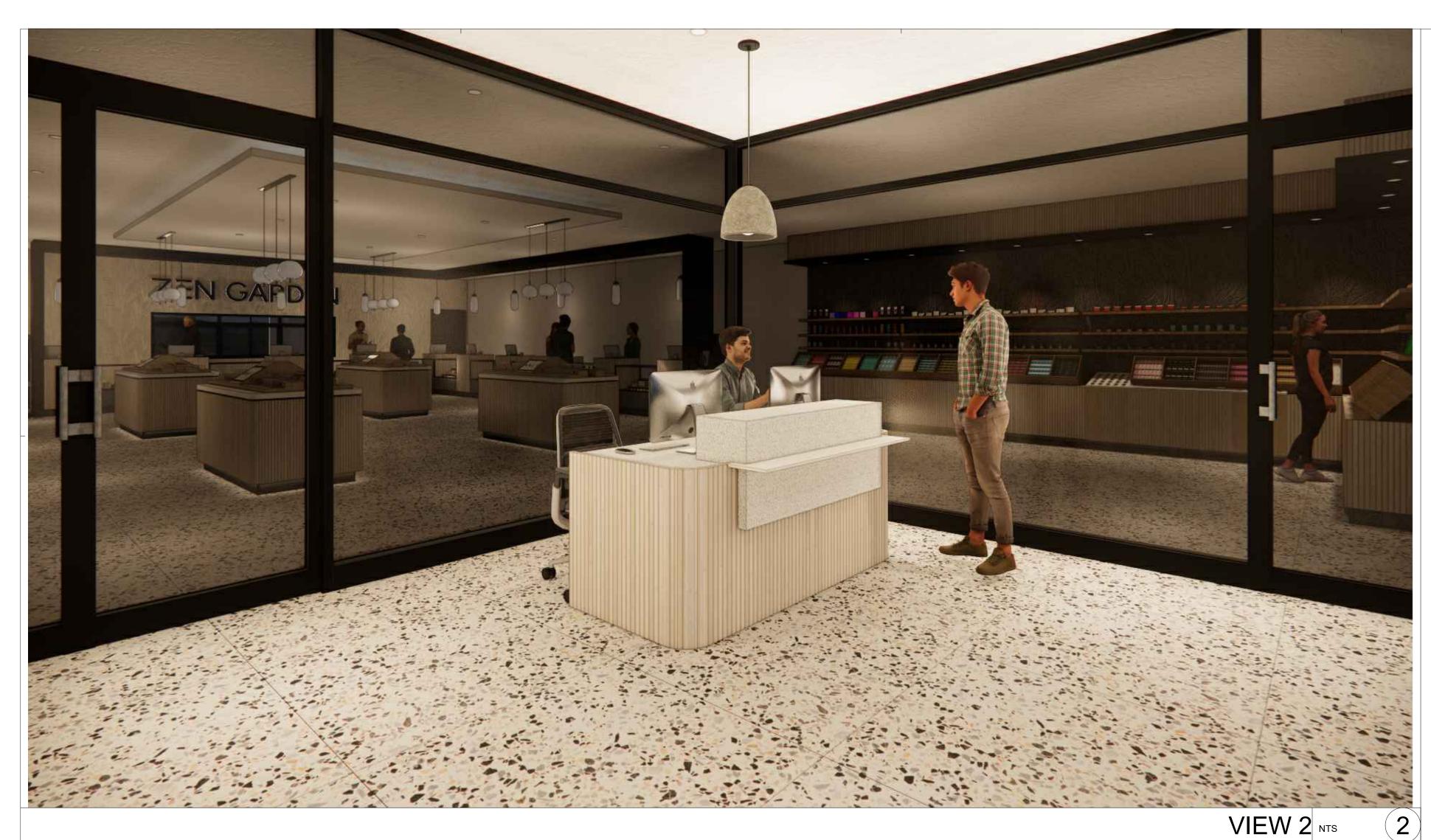




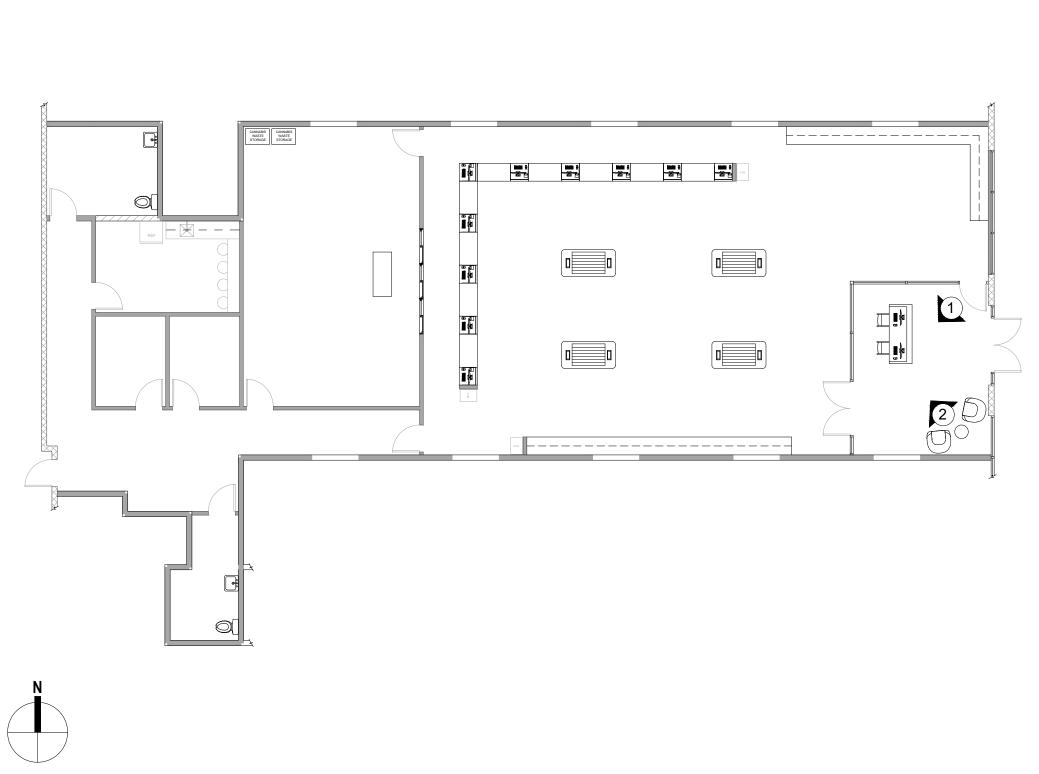
S H E E T

A6.0

KEY PLAN 3/32" = 1'-0" 1







VIEW 1 NTS

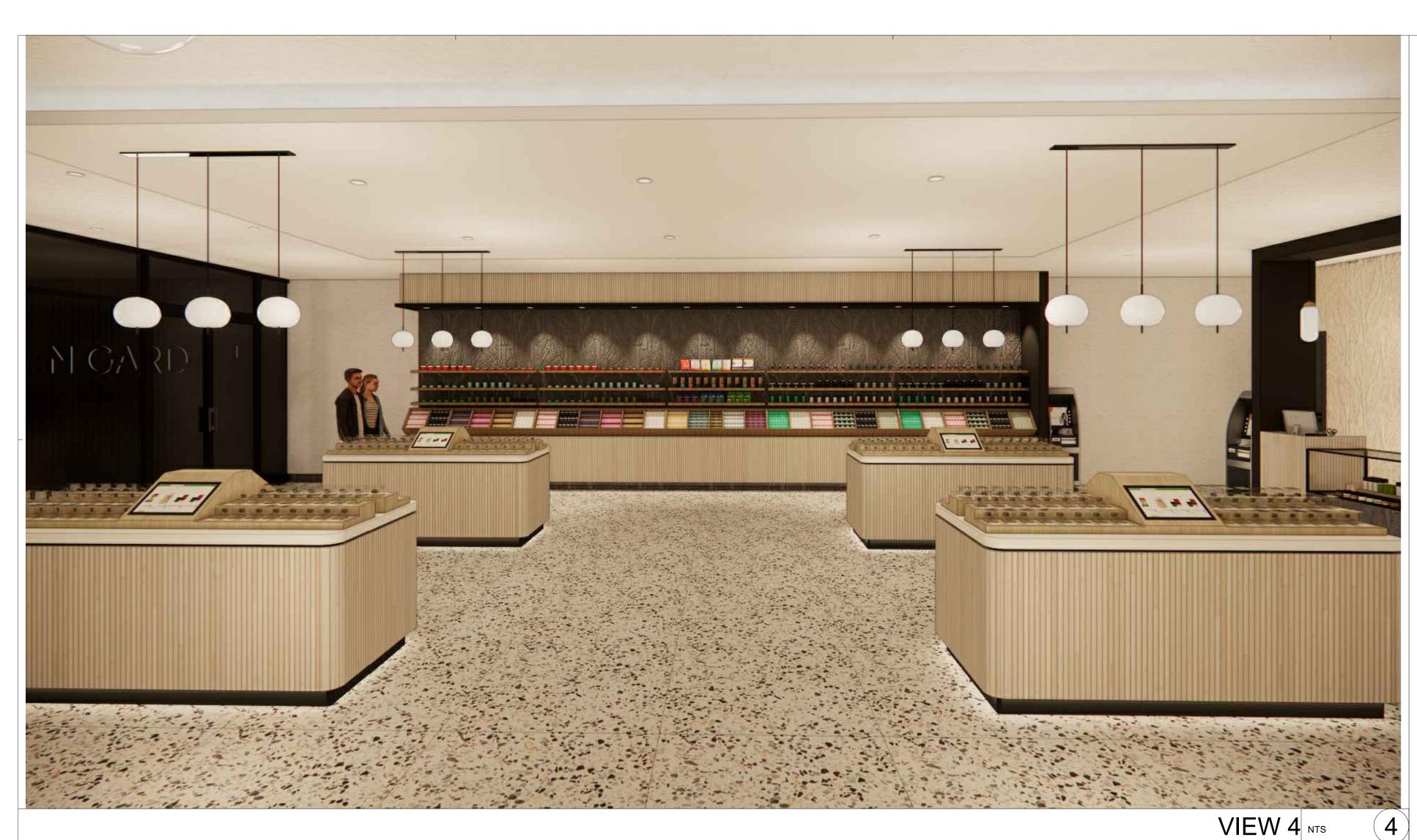


CUP NUMBER: Plan Check Number:

S H E E T

A6.1

KEY PLAN 3/32" = 1'-0" 1





VIEW 3 NTS

S H E E T

A6.2





KEY PLAN 3/32" = 1'-0" 1

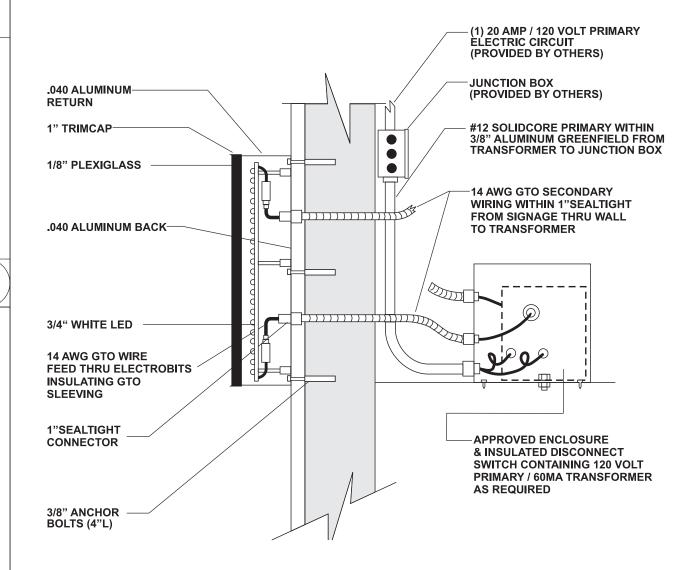
VIEW 3 NTS

(3)









ZEN GARDEN CHANNEL LETTERS

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	-	ALUMINUM CHANNEL LETTERS / WHITE ACRYLIC FACE	1
		5" RETURNS PAINTED BLACK / BLACK TRIM CAP / WHITE LEDS	
2	-	ARTWORK (ZEN GARDEN LOGO)	1
		MOUNTED - 3/8" REDHEAD ANCHOR BOLTS	





ZEN GARDEN
125 S CITRUS AVE
COVINA, CA 91723

CUP NUMBER: Plan Check Number:

S H E E T A7.0

EAST EXTERIOR ELEVATION 3/16" = 1'-0" (2)

 $11'-9^{1}/_{2}$ "

16 SQ. FT.



NOTIFICATION PACKAGE

125 S Citrus Ave, Covina APNs 8444-001-017, 8444-001-018

INCLUDES:
300' OWNER LIST
300' RADIUS MAP
(2) SETS OF GUMMED LABELS (IN CITY PKG)
CERTIFICATION
COUNT: 44

PREPARED 03/03/2025 FILE #4483





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	hac	Cortification	Statement:
PIDDELLY DESCRIBITOR	allu	Celulication	JEG CCITICITES

whom property is assessed as they	ereby certify that the attached list contains the names and addresses of all persons to appear on the latest available assessment roll of the County of Los Angeles within the 300 feet from the exterior boundaries of property legally described as: Parcel # (APN): 8444-001-018
Legal Description: COVINA LOT	18 BLK 11 & COVINA N 115 FT OF LOT 19 AND N 115 FT EX OF ST OF LOT 20 BLK 1
Property Address: 119 W CENTE	R ST COVINA CA 91723-2637 & 125 S CITRUS AVE COVINA CA 91723-2622

Name (printed):	Charles Emerson	_
Signature:	Chita	
Title:	Employee Express Mapping	

Date: 03/03/2025

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF March, 20 25

Hawa Emeson



8431-033-020 (1) BADILLO ENTERPRISES 18571 BUENA VISTA AVE YORBA LINDA CA 92886

8431-033-032 (4) DANIEL L SMITH 101 N CITRUS AVE COVINA CA 91723

8444-001-003 (7) VANESSA FUCHS PO BOX 426 GLENDORA CA 91740

8444-001-007 (10) BETTY H THIEL 191 S HOLLENBECK AVE COVINA CA 91723

8444-001-016 (13) PRG INVESTMENTS INC 216 E DEXTER ST COVINA CA 91723

8444-001-019 (16) POWER MINUTE VISION 630 W GLADSTONE ST SAN DIMAS CA 91773

8444-008-001 (19) CLAUDIA BOYD 4650 CANYON PARK LN LA VERNE CA 91750

8444-008-005 (22) AYNYA LLC 1005 E LAS TUNAS DR #PMB155 SAN GABRIEL CA 91776

8444-008-017 (25) MT REAL ESTATE LLC PO BOX 18087 ANAHEIM CA 92817

8444-008-022 (28)
OLIVIA G SPINDOLA
20231 E DAMERAL DR
COVINA CA 91724

8431-033-021 (2) BADILLO ENTERPRISES 18571 BUENA VISTA AVE YORBA LINDA CA 92886

8444-001-001 (5) GEORGE VASSILIKI GOFAS 3715 CATALINA CT CHINO CA 91710

8444-001-005 (8) THOMAS & LINDSAY HESKETH 73433 PAPAANA PL KAILUA KONA HI 96740

8444-001-009 (11) CHAPEL WEST COVINA CALVARY 173 W CENTER ST COVINA CA 91723

8444-001-017 (14) WLM DC2 LLC 370 E ROWLAND ST COVINA CA 91723

8444-001-023 (17) AFT ONE LLC 5812 TEMPLE CITY BLVD #508 TEMPLE CITY CA 91780

8444-008-002 (20) 211 SOUTH CITRUS AVENUE LLC 100 N CITRUS ST #638 WEST COVINA CA 91791

8444-008-006 (23) SYLVIA W CHANG 616 S DEL MAR AVE #B SAN GABRIEL CA 91776

8444-008-018 (26) LOUISE FRYE PO BOX 1167 NIPOMO CA 93444

8444-008-023 (29) 211 SOUTH CITRUS AVENUE LLC 100 N CITRUS ST #638 WEST COVINA CA 91791 8431-033-022 (3) BADILLO ENTERPRISES 18571 BUENA VISTA AVE YORBA LINDA CA 92886

8444-001-002 (6) 100 SOUTH CITRUS LLC 216 N GLENDORA AVE #200 GLENDORA CA 91741

8444-001-006 (9) ASSN OF THE CHURCH OF GOD 425 SIERRA MADRE VILLA AVE PASADENA CA 91107

8444-001-013 (12) MARK & IRMA LOPEZ 4520 ADAMS ST CARLSBAD CA 92008

8444-001-018 (15) WLM DC2 LLC 370 E ROWLAND ST COVINA CA 91723

8444-001-901 (18) COVINA CITY 125 E COLLEGE ST COVINA CA 91723

8444-008-003 (21) MUHAMMAD & SHAILA ALI 12755 BRIDGE WATER DR RANCHO CUCAMONGA CA 91739

8444-008-007 (24) AIBING & CHAOYUN WANG 3125 PUENTE AVE BALDWIN PARK CA 91706

8444-008-019 (27) MT REAL ESTATE LLC 4620 E CERRO VISTA DR ANAHEIM CA 92807

8444-008-027 (30) MATAVAKKOLI LLC PO BOX 822 DUARTE CA 91009 8444-008-028 (31) MARILYN K HUMPHREY 775 E KEMP PL COVINA CA 91722

8445-009-914 (34) COVINA CITY 125 E COLLEGE ST COVINA CA 91723

8445-010-006 (37) W RONALD MANWILL 114 E BADILLO ST COVINA CA 91723

8445-010-020 (40) WLM CENTER STREET LLC 370 E ROWLAND ST COVINA CA 91723

8445-019-009 (43) JACQUELINE REED 116 E CENTER ST COVINA CA 91723 8444-008-031 (32) MT REAL ESTATE LLC 4620 E CERRO VISTA DR ANAHEIM CA 92807

8445-010-004 (35) ANDREW J & LINDA WHEELER 114 N CITRUS AVE COVINA CA 91723

8445-010-009 (38) GUERRA AND GUTIERREZ LLC 5800 E BEVERLY BLVD LOS ANGELES CA 90022

8445-019-007 (41) XIU HUA LIANG 123 N YNEZ AVE MONTEREY PARK CA 91754

8445-019-026 (44) MARTYLEE PARKER 668 E WORKMAN ST COVINA CA 91723 8444-008-032 (33) DEXTER 131 LLC 2510 PALISADES DR CORONA CA 92882

8445-010-005 (36) FRANCISCO R GONZALEZ 1401 S MONTEZUMA WAY WEST COVINA CA 91791

8445-010-019 (39) 100 SOUTH CITRUS LLC 216 N GLENDORA AVE #200 GLENDORA CA 91741

8445-019-008 (42) WILLIAM W & LINDA SEAL 20635 E RENSHAW ST COVINA CA 91724

ATTACHMENT B

Cannabis Zoning Verification Letter



CITY OF COVINA

125 East College Street Covina, CA 91723-2199

(626) 384-5450

January 25, 2024

Zen GW Cali Partners 125 S Citrus Ave Covina, CA, 91723

SUBJECT: Approval of Cannabis Zoning Verification Clearance Letter for 125 S Citrus Ave, Covina, CA 91723 (APN: 8444-001-018)

Zen GW Cali partners, LLC:

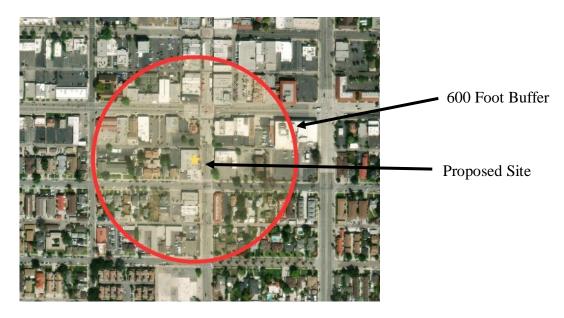
The purpose of this letter is to respond to your request made to the City of Covina Community Development Department, Planning Division on **November 30th**, **2023**, requesting a Cannabis Zoning Verification Clearance Letter, concerning the property located at 125 S Citrus Ave, (APN: 8444-001-018). 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. <u>General Plan Use and Zoning Designation.</u> The property is designated on the Covina General Plan and Land Use Map as Town Center Specific Plan. The site zoning designation is Covina Town Center Specific Plan (CTCSP) "Mixed Use" (MU) District and, is intended to integrate compatible land uses including commercial, office, retail, and residential uses.
- 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 1/9/2024, 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) for 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 now proceed with Phase II of your formal application review. Please contact cannabisprogram@covinaca.gov for further information or questions 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

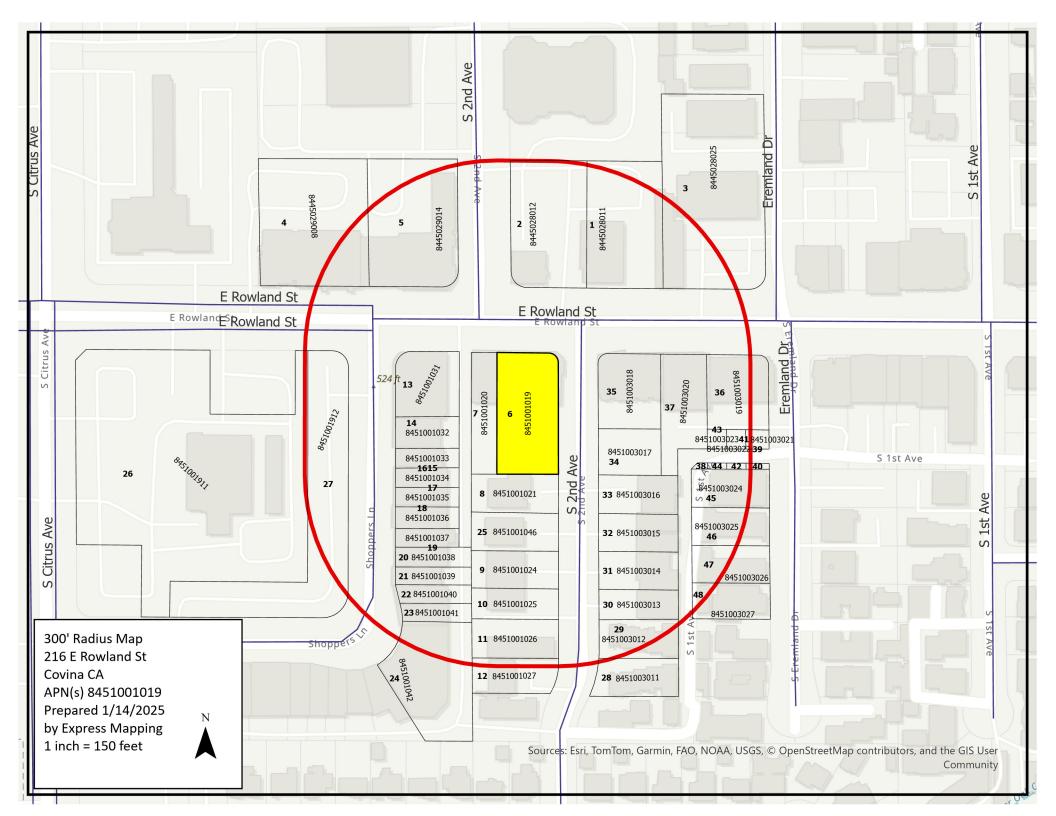


NOTIFICATION PACKAGE

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





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, <u>Charles Emerson</u> , 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 FTFROM SE COR OF LOT 4 TH N 89 06'49 W TOA LINE PARALLEL WITH AND DIST W AT R/A 100 FT FROM E LINE OF SD LOT TH N SEE ASSESSOR MAPBOOK FOR MISSING PORTIONTO BEG PART OF LOTS 1,2, 3 AND LOT 4
Name (printed): Charles Emerson Signature: Employee Express Mapping Date: 01/14/2025 SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF January , 2025

LAURA EMERSON
Notary Public - California
Orange County
Commission # 2408793
My Comm. Expires Jul 18, 2026

Laura Emeson

NOTARY PUBLIC

8445-028-011 (1)	8445-028-012 (2)	8445-028-025 (3)
OSKO EUGEN TR OSKO FAMILY	8445-028-012 (2) JI JOON & YOO HWAN LEE	ROWLAND PLAZA LLC
	128 N MANSFIELD AVE	PO BOX 480797
PO BOX 1107		
GLENDORA CA 91740	LOS ANGELES CA 90036	LOS ANGELES CA 90048
8445-029-008 (4)	8445-029-014 (5)	8451-001-019 (6)
WILLIAM R TIMMONS	LINETTE S VILTE	WLM-200 BLDG LLC
13184 NORTON AVE	758 SUNNYSIDE CT	370 E ROWLAND ST
CHINO CA 91710	GARDNERVILLE NV 89460	COVINA CA 91723
8451-001-020 (7)	8451-001-021 (8)	8451-001-024 (9)
WLM-200 BLDG LLC	BRYAN & CAIREEN DAVIS	JOCELYN H SICAT
370 E ROWLAND ST	629 S SECOND ST	643 S 2ND AVE
COVINA CA 91723	COVINA CA 91723	COVINA CA 91723
COVINA CA 91723	COVINA CA 91723	COVINA CA 91723
8451-001-025 (10)	8451-001-026 (11)	8451-001-027 (12)
C AND K MANAGEMENT LLC	AHMED & SALMA SAEED	MARILYN VELARDE
651 S 2ND AVE	661 S 2ND AVE	480 BELLAGIO WAY
COVINA CA 91723	COVINA CA 91723	WALNUT CA 91789
0.174.004.004(40)	0.17.1 00.1 000 (4.1)	0.454.004.000 (4.5)
8451-001-031 (13)	8451-001-032 (14)	8451-001-033 (15)
MESHEKOW LLC	DOUGLAS LIDLE	FONDA DON CHON RESTAURANT
5422 CALVIN AVE	1415 CALLE ESPANA	618 SHOPPERS LN #620
TARZANA CA 91356	SAN DIMAS CA 91773	COVINA CA 91723
8451-001-034 (16)	8451-001-035 (17)	8451-001-036 (18)
ELITE FUND MANAGEMENT LLC	SERENITY BLESSING PROPERTY	• ,
13181 CROSSROADS PKWY N #460		327 PASCAUL LN
	1577 S WESTRIDGE RD	
CITY OF INDUSTRY CA 91746	WEST COVINA CA 91791	LAKE HAVASU CITY AZ 86403
0.454_0.04_0.07(4.0)	0454 004 000 (00)	0454 004 000 (04)
8451-001-037 (19)	8451-001-038 (20)	8451-001-039 (21)
AMERICA LODGE NO 385	TOMAS R MONTOYA	ANGIE L & JOANNE M LIN
PO BOX 1063	137 E LOMA VISTA ST	19415 CHEYENNE WELLS CIR
GLENDORA CA 91740	COVINA CA 91723	WALNUT CA 91789
8451-001-040 (22)	8451-001-041 (23)	8451-001-042 (24)
GERALD & MAUREEN COLWELL	POWER MINUTE VISION	AMPANG LLC
650 SHOPPERS LN	630 W GLADSTONE ST	905 DE LA FUENTE ST
COVINA CA 91723	SAN DIMAS CA 91773	MONTEREY PARK CA 91754
8451-001-046 (25)	8451-001-911 (26)	8451-001-912 (27)
MARK S & DEBRA L BECK	COVINA CITY	COVINA CITY
150 S GLENWOOD AVE	125 E COLLEGE ST	125 E COLLEGE ST
GLENDORA CA 91741	COVINA CA 91723	COVINA CA 91723
	COVINA CA 91723	
	COVINA CA 91723	
8451-003-011 (28)	8451-003-012 (29)	8451-003-013 (30)
• ,	8451-003-012 (29)	8451-003-013 (30)
FULLHOUSE COVINA LLC	8451-003-012 (29) FULLHOUSE COVINA LLC	8451-003-013 (30) MATRIX DOCUMENT IMAGING INC
• ,	8451-003-012 (29)	8451-003-013 (30)

8451-003-014 (31) 8451-003-015 (32) 8451-003-016 (33) MATRIX DOCUMENT IMAGING INC DOROTHY J WARREN WLS 2ND AVENUE LLC 13424 WANDERING RIDGE WAY 536 S 2ND AVE #K 1002 KEMP DR COVINA CA 91723 CHINO HILLS CA 91709 PLACENTIA CA 92870 8451-003-017 (34) 8451-003-018 (35) 8451-003-019 (36) ROWLAND PARTNERS LLC ROWLAND PARTNERS LLC CHRISTINE A CAIRNS 228 E ROWLAND ST 228 E ROWLAND ST 1564 PUERTO VALLARTA DR COVINA CA 91723 COVINA CA 91723 SAN JOSE CA 95120 8451-003-020 (37) 8451-003-020 (38) 8451-003-021 (39) 4834 SAN BERNARDINO LLC 4834 SAN BERNARDINO LLC CHRISTINE A CAIRNS 801 CARLTON PL 801 CARLTON PL 1564 PUERTO VALLARTA DR COVINA CA 91724 COVINA CA 91724 SAN JOSE CA 95120 8451-003-021 (40) 8451-003-022 (41) 8451-003-022 (42) CHRISTINE A CAIRNS CHRISTINE A CAIRNS CHRISTINE A CAIRNS 1564 PUERTO VALLARTA DR 1564 PUERTO VALLARTA DR 1564 PUERTO VALLARTA DR SAN JOSE CA 95120 SAN JOSE CA 95120 SAN JOSE CA 95120 8451-003-023 (44) 8451-003-023 (43) 8451-003-024 (45) CHRISTINE A CAIRNS CHRISTINE A CAIRNS SIKH CENTER OF SOUTHERN 1564 PUERTO VALLARTA DR 1564 PUERTO VALLARTA DR 625 S EREMLAND DR SAN JOSE CA 95120 SAN JOSE CA 95120 COVINA CA 91723 8451-003-025 (46) 8451-003-026 (47) 8451-003-027 (48) RONALD D CUCCIA ANNA LIM LEMERLE B CAPALBO 20531 E RANCHO LOS CERRITOS 1208 KRUSE DR 1119 W 16TH ST

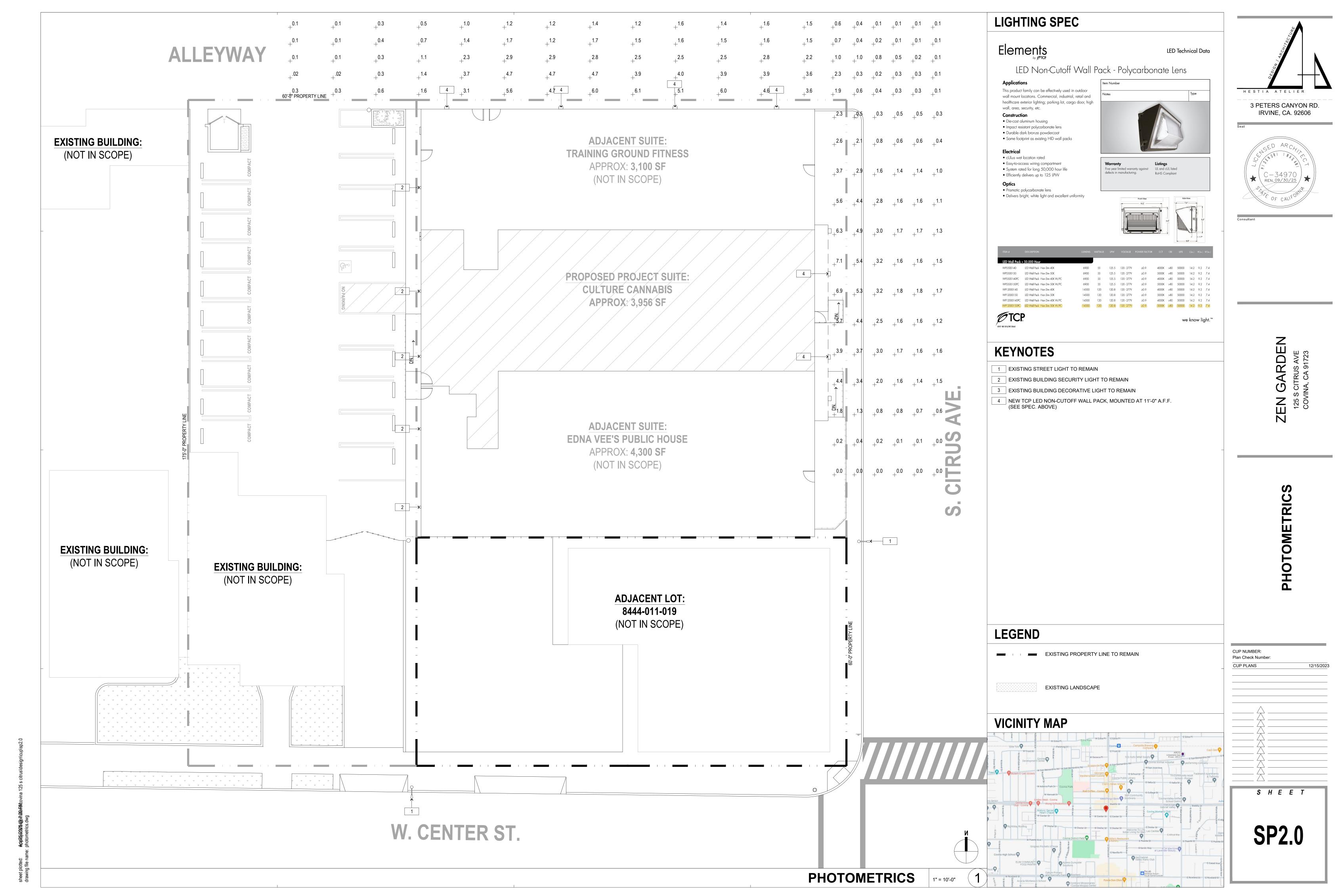
SOUTH EL MONTE CA 91733

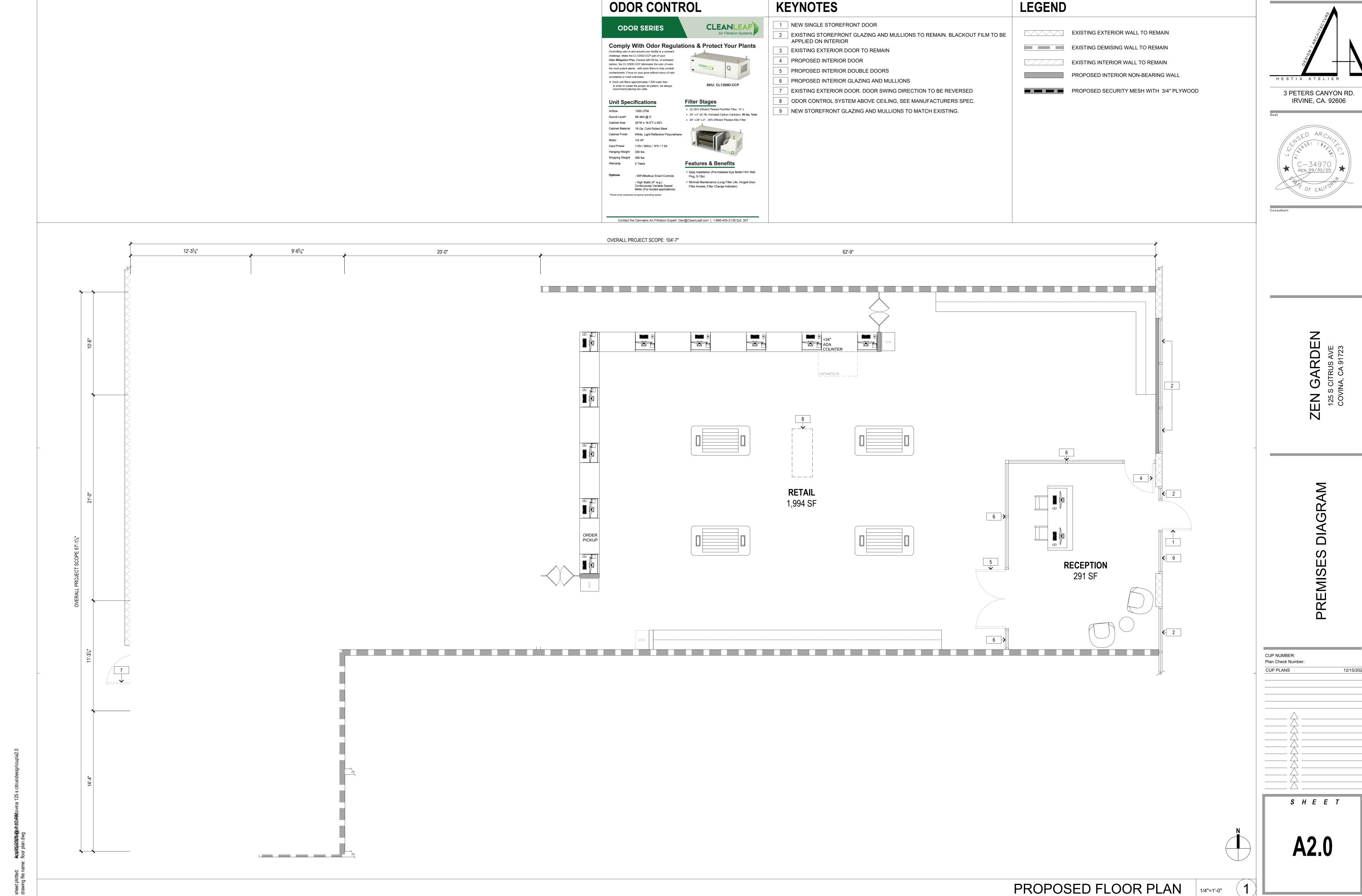
COVINA CA 91724

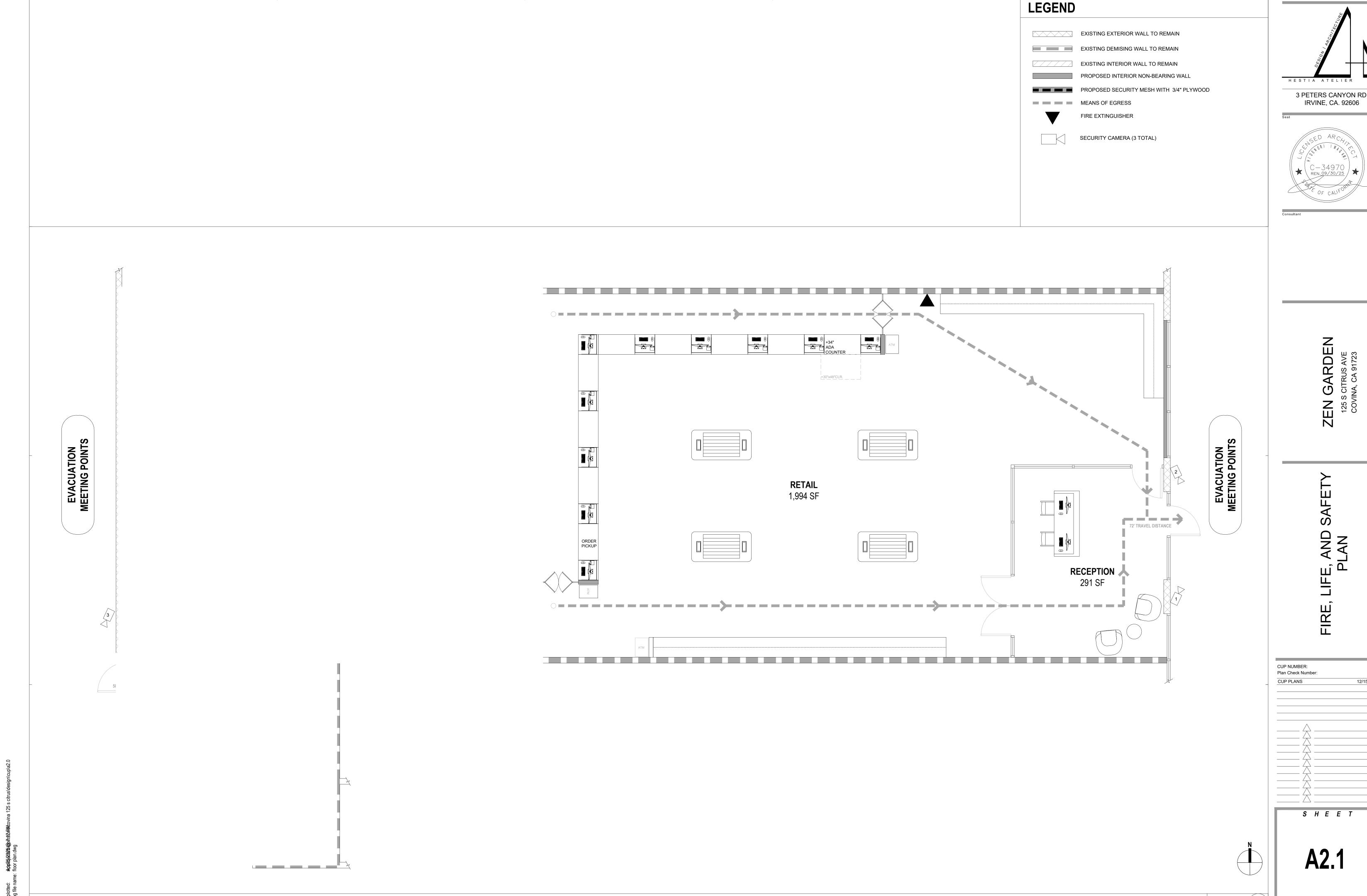
UPLAND CA 91784

ATTACHMENT D

Project Plans

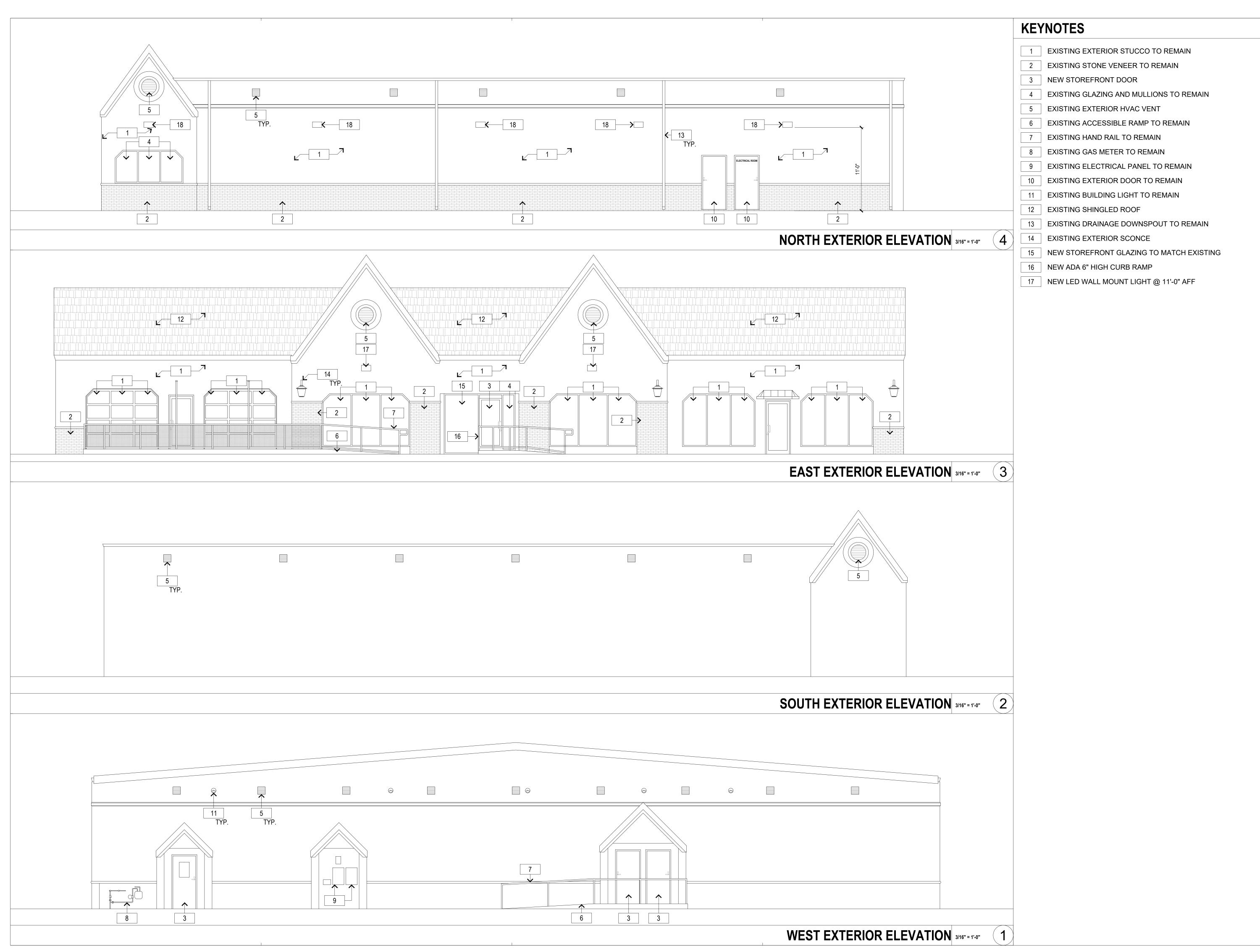






3 PETERS CANYON RD.

FIRE, LIFE, AND SAFETY PLAN 1/4"=1'-0" 1



HESTIA ATELIER

3 PETERS CANYON RD.

Seal

SED AR CHANGE OF CALLED AR CHANGE OF CAL

125 S CITRUS AVE COVINA, CA 91723

EXISTING EXTERIOR ELEVATIONS

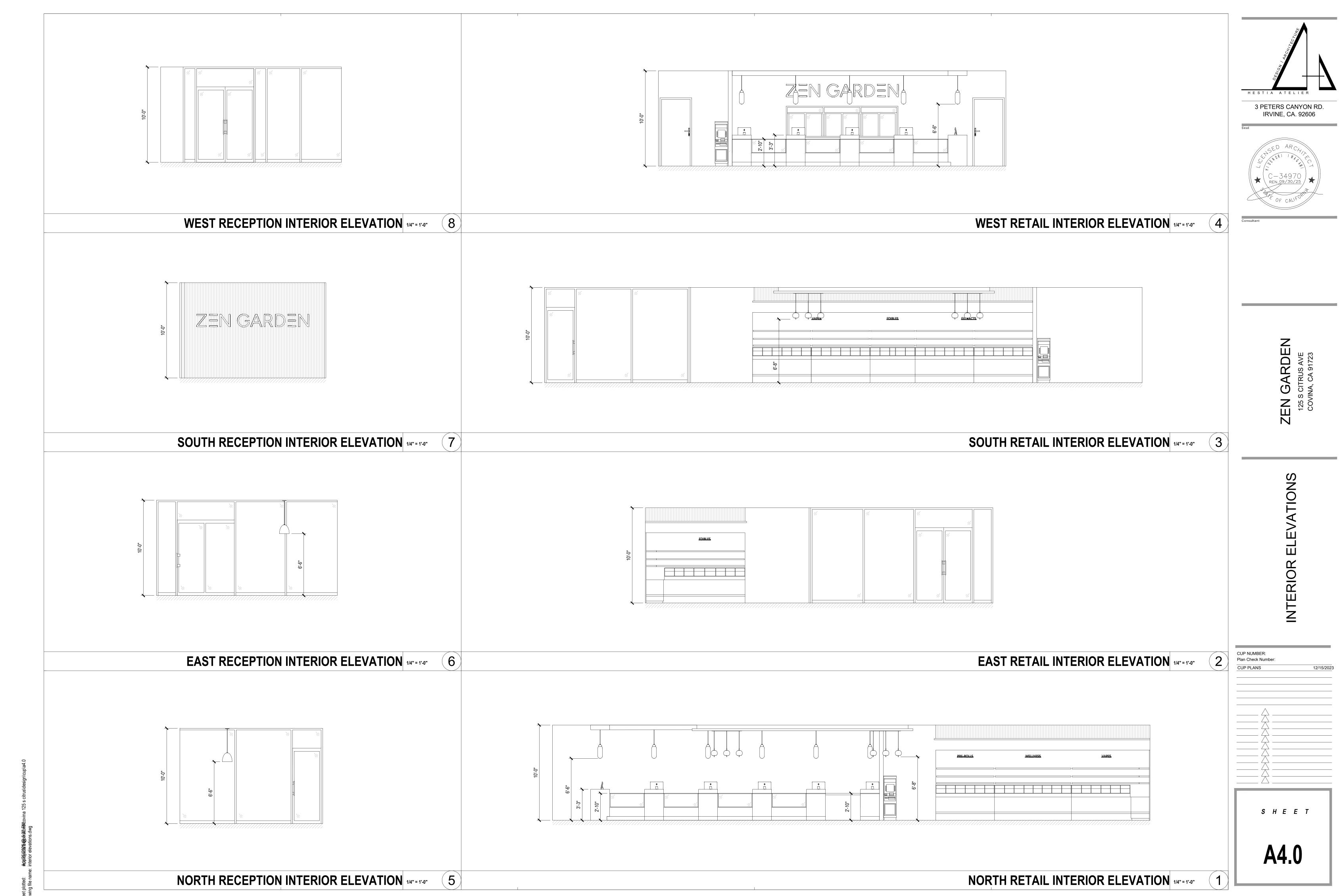
CUP NUMBER:
Plan Check Number:

CUP PLANS

12/15/2023

SHEET

EX3.0



vg last saved: Apr/25/2025 5:37 PM by: PC1



ALLEYWAY

W. CENTER ST.

ADJACENT TENANT NOT IN SCOPE

PROPOSED PROJECT SUITE:
CULTURE CANNABIS
APPROX: 3,956 SF

ADJACENT TENANT NOT IN SCOPE





CUP NUMBER: Plan Check Number: S H E E T **A5.0**

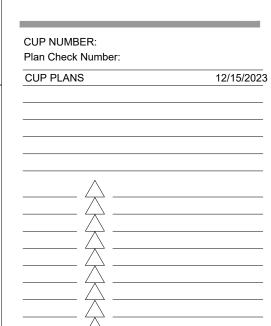
S. CITRUS AVE.

KEY PLAN 3/64" = 1'-0" 1

VIEW 1 NTS



PROPOSED EXTERIOR RENDERINGS NIGHT VIEW



S. CITRUS AVE.

KEY PLAN 3/64" = 1'-0" 1

S H E E T

A5.1



VIEW 2 NTS





ALLEYWAY

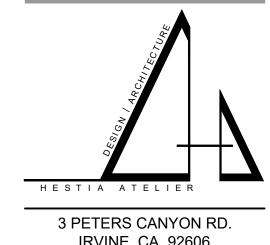
W. CENTER ST.

ADJACENT TENANT NOT IN SCOPE

PROPOSED PROJECT SUITE:
CULTURE CANNABIS
APPROX: 3,956 SF

ADJACENT TENANT NOT IN SCOPE

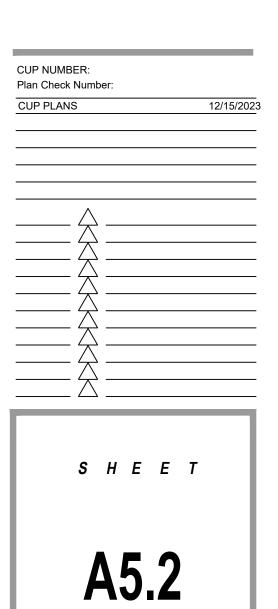
3



3 PETERS CANYON RD. IRVINE, CA. 92606



PROPOSED EXTERIOR RENDERINGS



S. CITRUS AVE.

VIEW 4 NTS



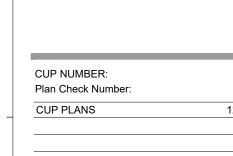
ALLEYWAY

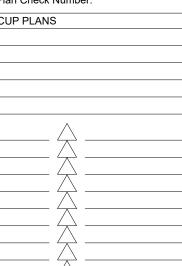
ADJACENT TENANT NOT IN SCOPE

3

VIEW 3 NTS

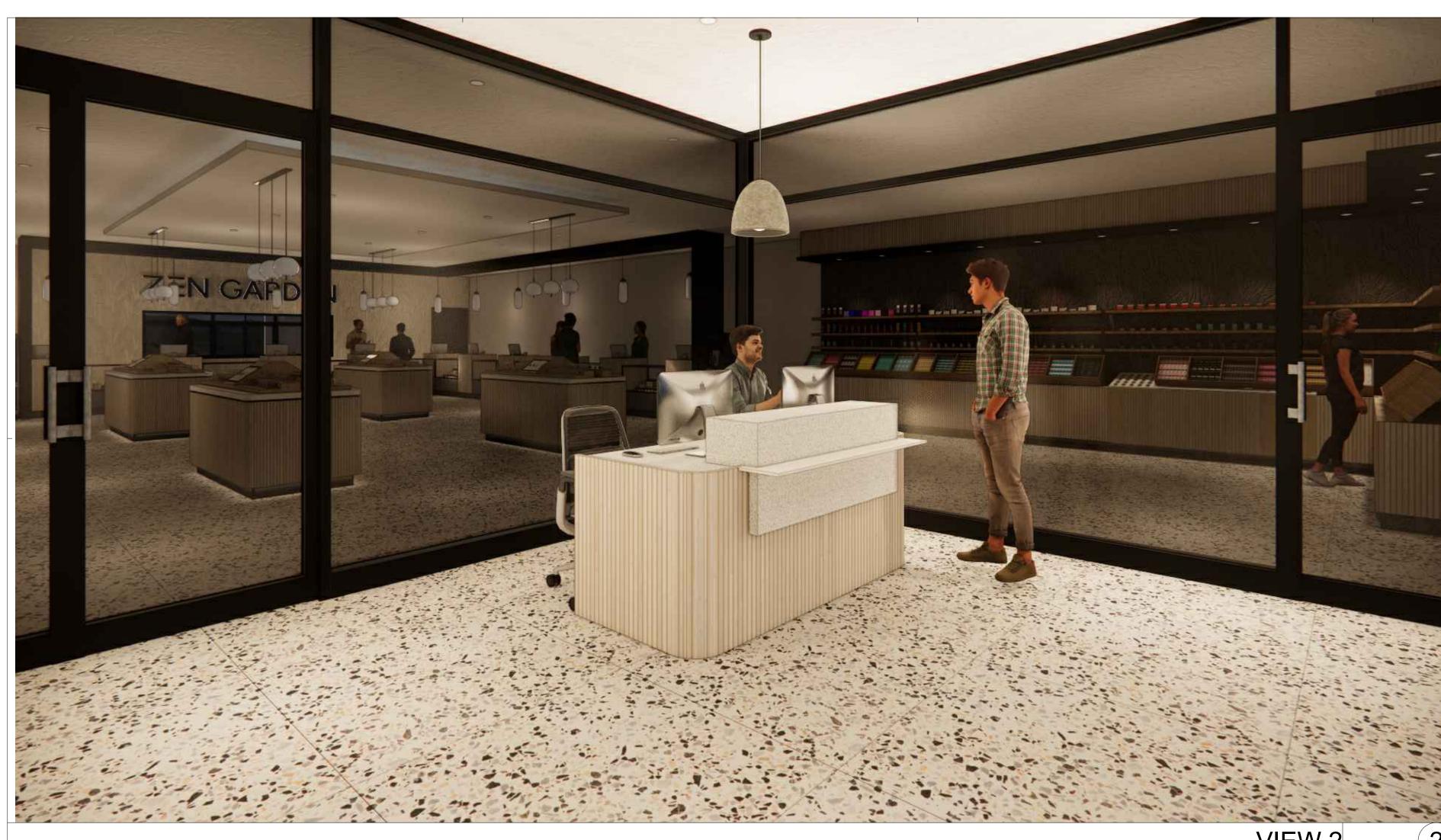


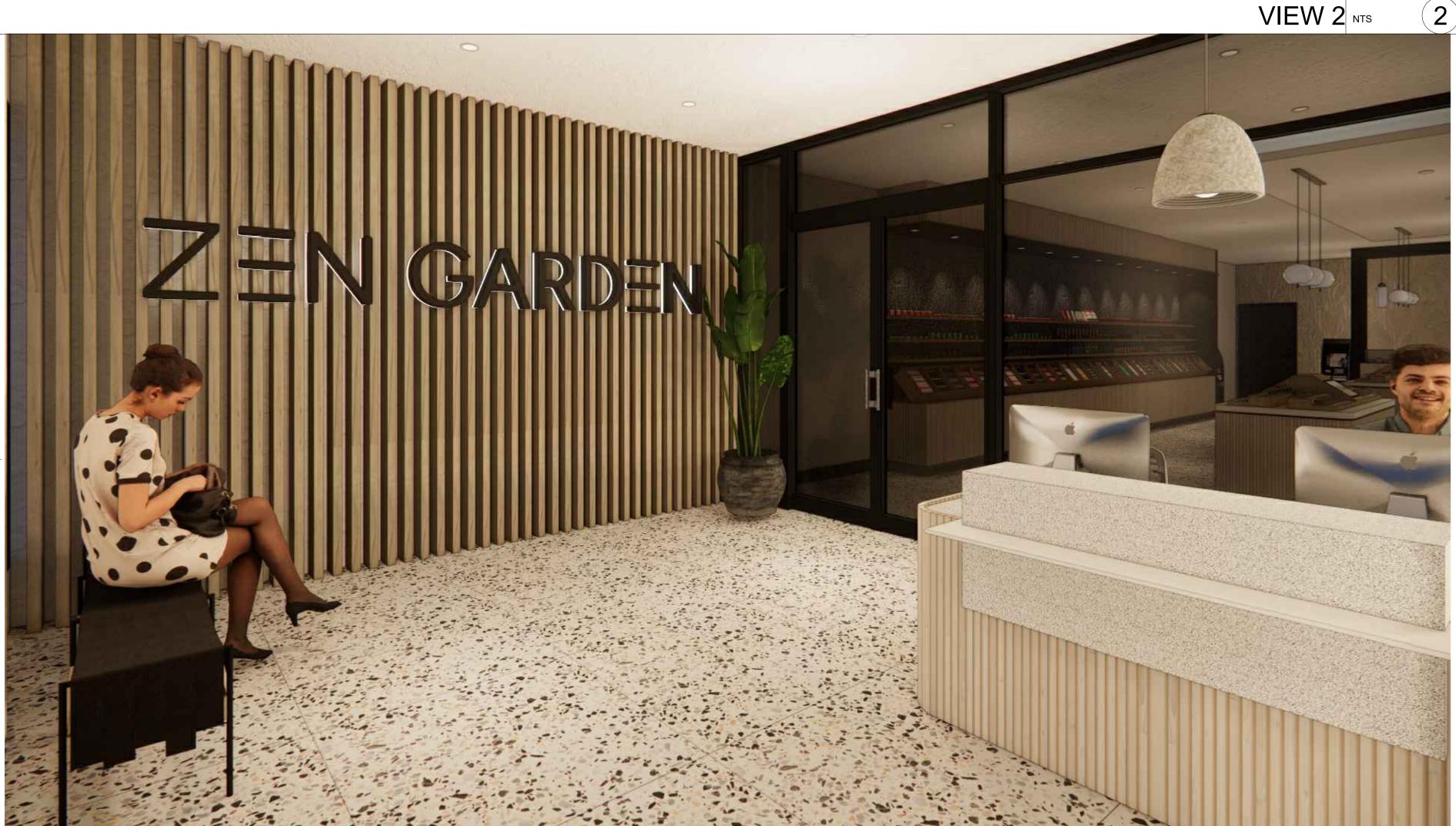




S H E E T

A6.0

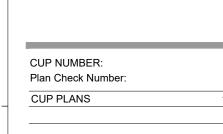


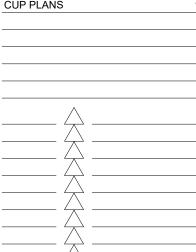


VIEW 1 NTS

KEY PLAN 3/32" = 1'-0" 1

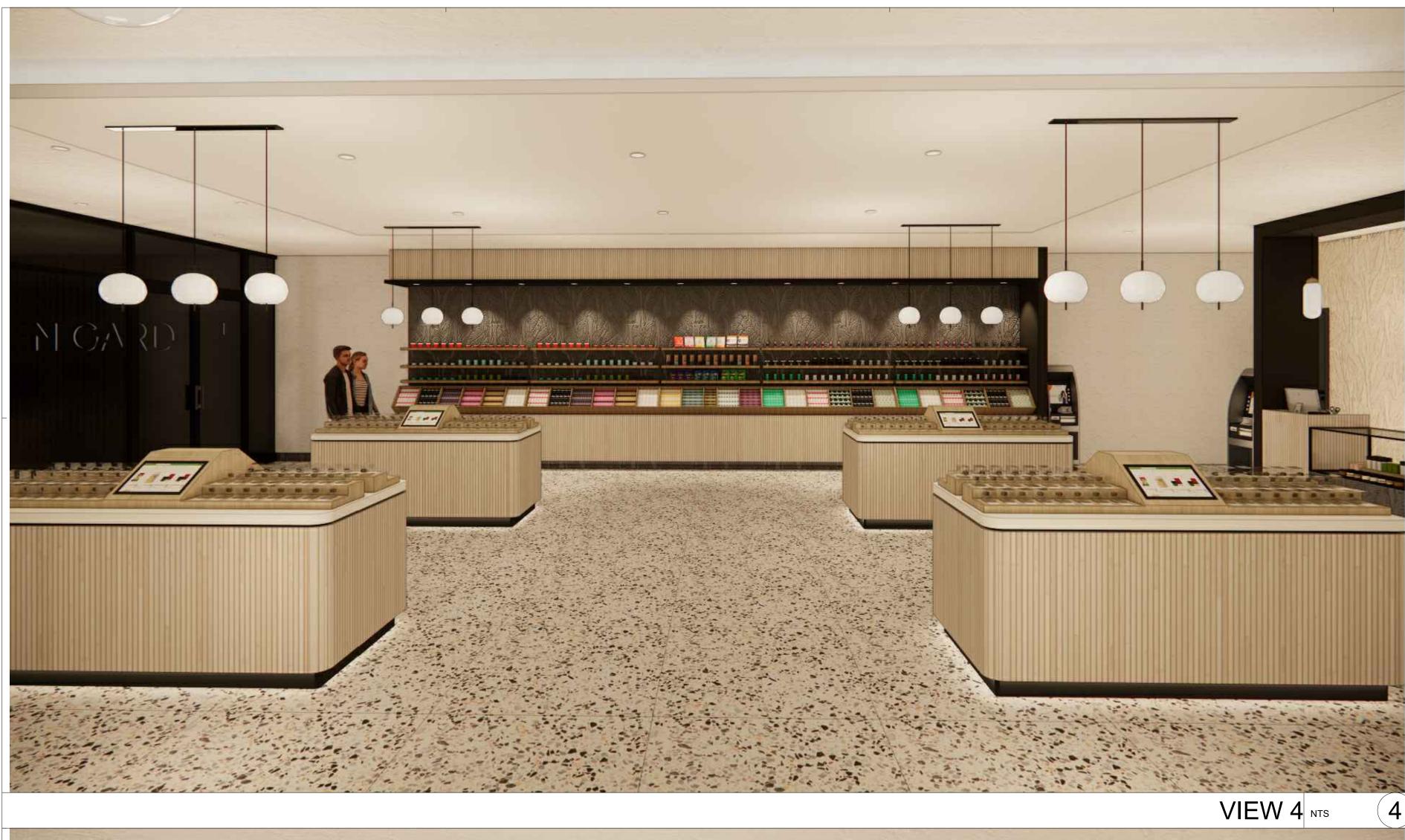


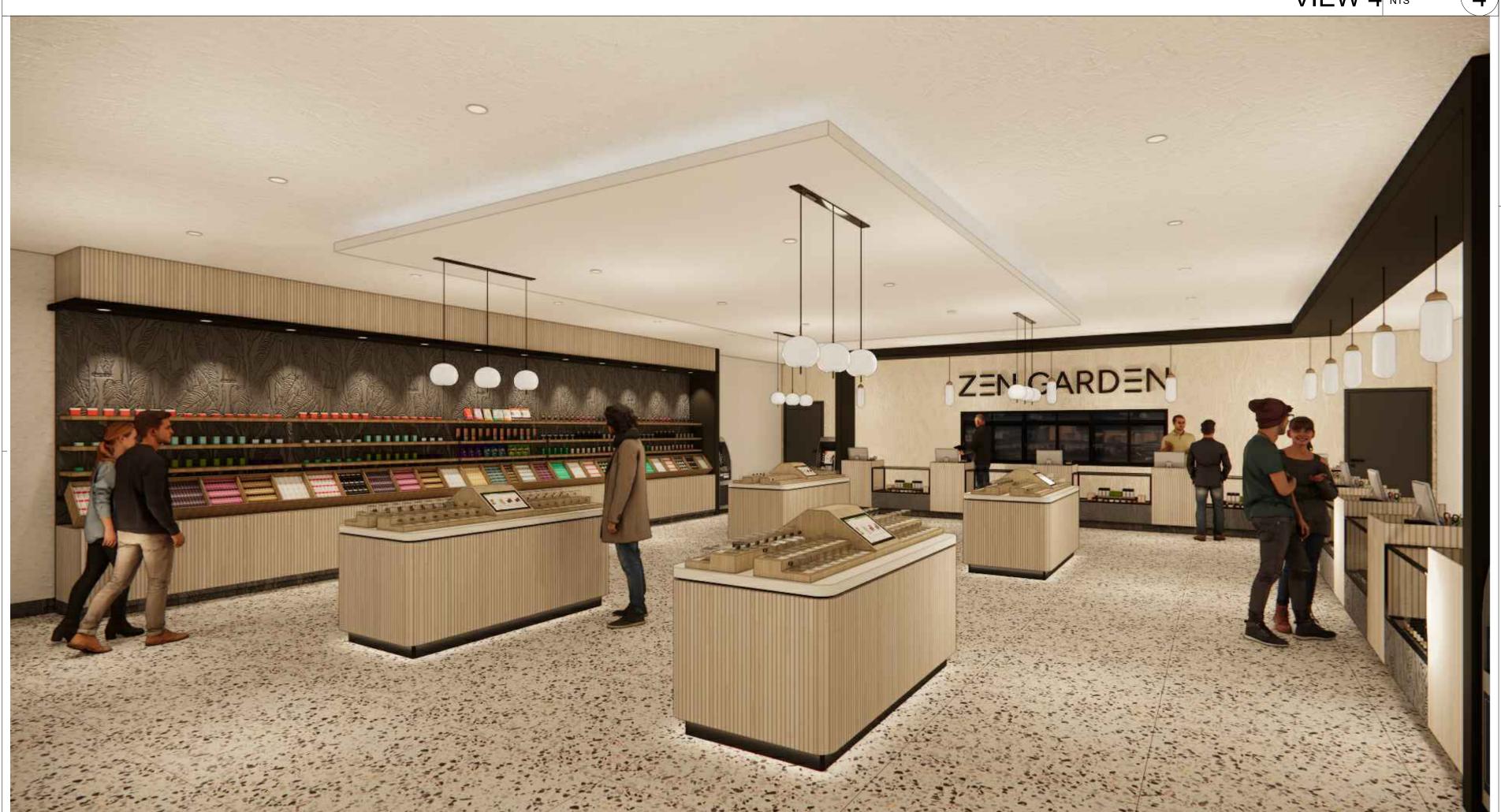


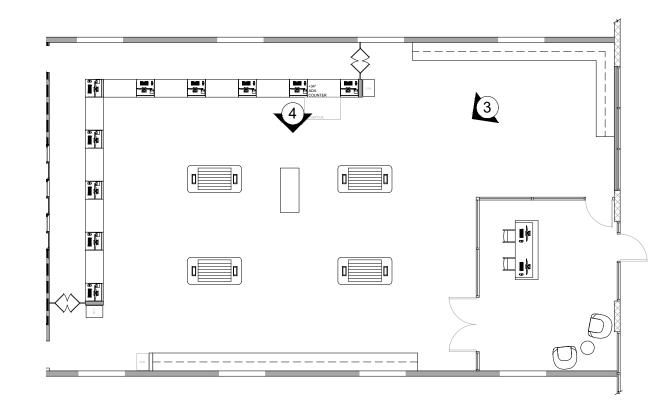


S H E E T

A6.1







3

VIEW 3 NTS

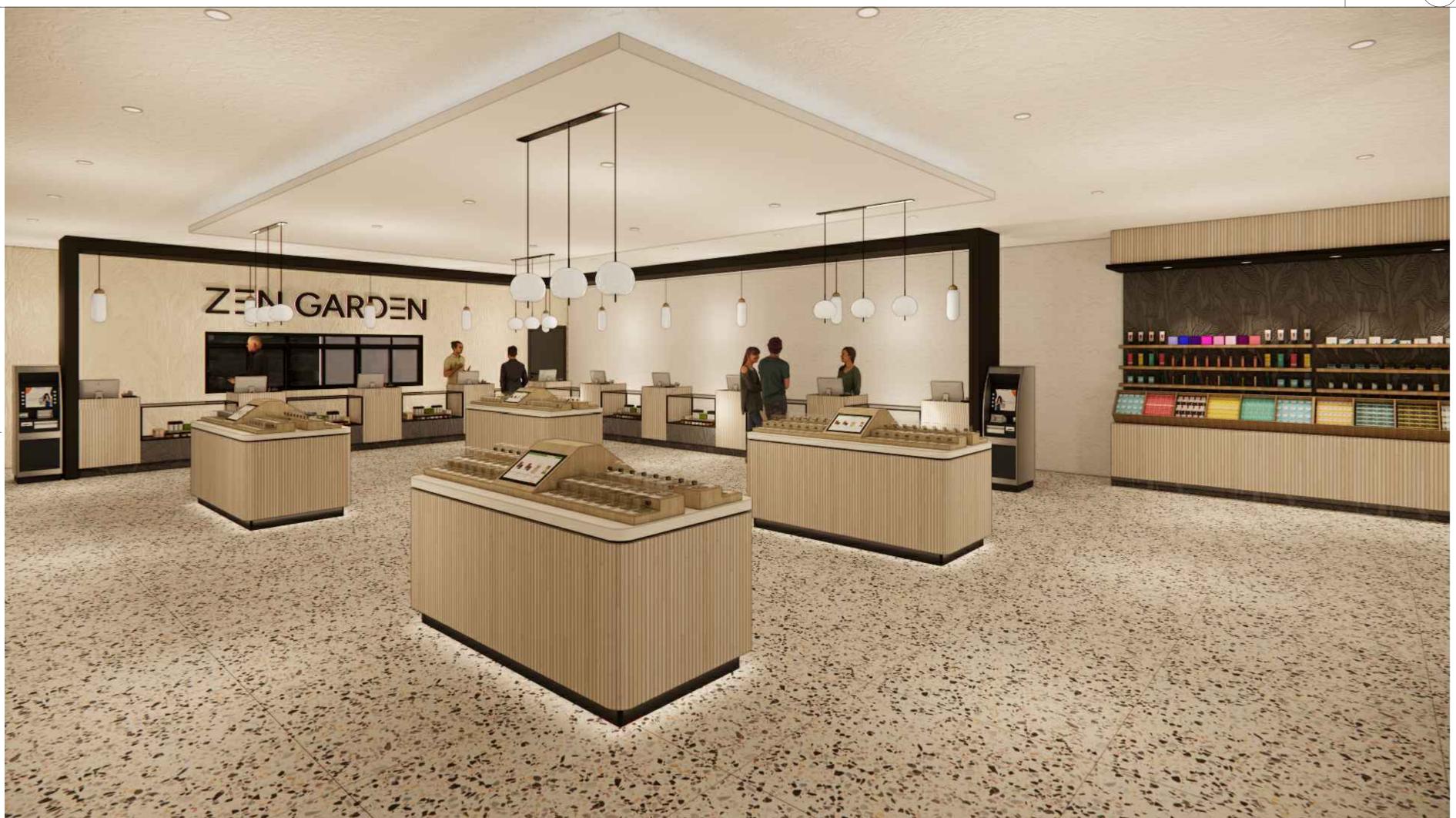
KEY PLAN 3/32" = 1'-0" 1

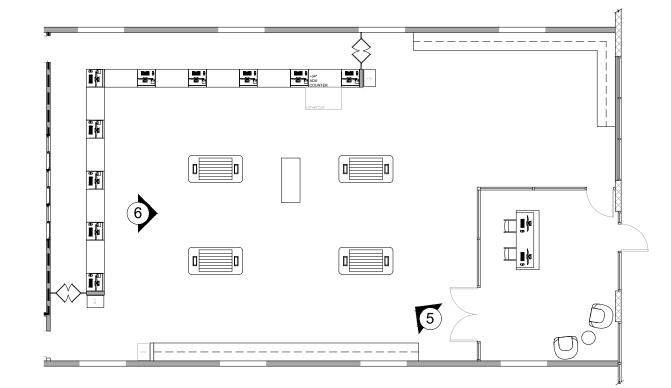
S H E E T

A6.2









VIEW 3 NTS

(3)

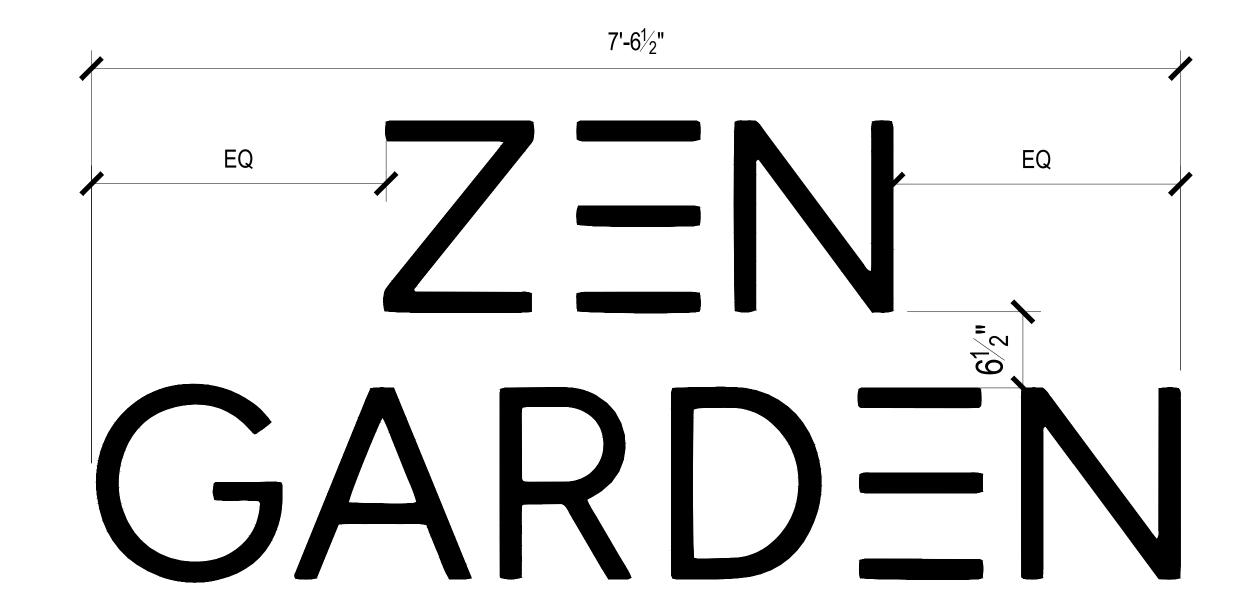
KEY PLAN 3/32" = 1'-0" 1



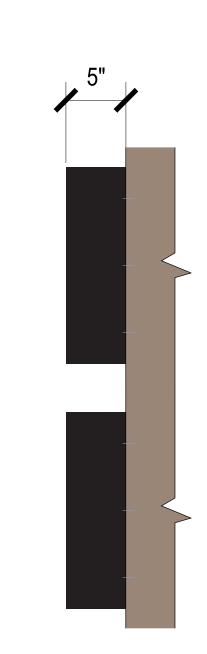
LED-LIT CHANNEL LETTER DETAILS



EAST EXTERIOR ELEVATION 3/16" = 1'-0" (2)



24 SQ. FT.



ZEN GARDEN CHANNEL LETTERS			
ITEM NO.	PART NUMBER	DESCRIPTION	
1	-	ALUMINUM CHANNEL LETTERS / WHITE ACRYLIC FACE	
		5" RETURNS PAINTED BLACK / BLACK TRIM CAP / WHITE LEDS	

		5" RETURNS PAINTED BLACK / BLACK TRIM CAP / WHITE LEDS	
2	-	ARTWORK (ZEN GARDEN LOGO)	1
		MOUNTED - 3/8" REDHEAD ANCHOR BOLTS	

3 PETERS CANYON RD. IRVINE, CA. 92606



S H E E T

A7.0

ATTACHMENT E

Resolution 2025-013 PC

RESOLUTION NO. 2025-013 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT (CUP) 25-004, SITE PLAN REVIEW (SPR) 25-039, TO ALLOW A 3,956 SQUARE-FEET TENANT IMPROVEMENT TO PERMIT THE ESTABLISHMENT OF A CANNABIS RETAIL STORE WITHIN THE COVINA TOWN CENTER SPECIFIC PLAN MIXED USE ZONE LOCATED AT 125 S CITRUS AVE, COVINA, CA, 91723 (APN 8444-001-018) 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, Alejandro Calleres, has filed a Conditional Use Permit (CUP) 25-004 and Site Plan Review (SPR) 25-039 a request for a 3,956 square-feet tenant improvement to allow the establishment of a cannabis retail store within the Town Center Specific Plan located at 125 S Citrus Ave, (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 24, 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 perquisites 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 11,865-square-foot building has existed on the subject site since 1948, with no known issues pertaining to appurtenant commercial activities. The 3,956 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 Town Center Specific Plan – Mixed Use 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. The City/Traffic engineer has reviewed the proposal and determined that Citrus 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 Town Center Specific Plan – Mixed Use 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 with 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 safetyrelated 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 Town Center Specific Plan – Mixed Use 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 store 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, Covina Town Center Specific Plan, 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 Town Center Specific Plan – Mixed Use 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 12,941 square feet (0.30 acres) in land area and developed with a 11,865 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 Town Center Specific Plan – Mixed Use zone there by facilitating the desired sustainability and stability adequate for its environment, the neighborhood, and the community it will serve. The project involves interior improvements and upgrades. No structural additions are proposed. Staff has determined that the project is exempt from the requirements of

California Environmental Quality Act (CEQA) Guidelines under the Class 1 exemption under state CEQA Guidelines Section 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. **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.**

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. The project involves interior improvements and upgrades to an existing facility. No structural additions are proposed.

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) 25-004 and Site Plan Review (SPR) 25-039, 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 27th day of May, 2025, by the following vote of the Planning Commission:

AYES:
NOES:
ABSENT:
ABSTAIN:
COVINA PLANNING COMMISSION SECRETARY

EXHIBIT A

CONDITIONAL USE PERMIT (CUP) 25-004 AND SITE PLAN REVIEW (SPR) 25-039 APN: 8444-001-013

CONDITIONS OF APPROVAL

The Conditional Use Permit (CUP) 25-004 and Site Plan Review (SPR) 25-039, shall allow a Cannabis Retail establishment ("Zen Garden") within a 3,956 square-foot commercial retail space, and associated tenant improvements, within the Covina Town Center Specific Plan (CTCSP) / Mixed-Use (MU) District zone, located at 125 S Citrus Ave, Covina, CA, 91723 (APN: 8444-001-018).

ALL OF THE FOLLOWING CONDITIONS APPLY TO THE PROJECT

A. TIME LIMITS:

1. Conditional Use Permit (CUP) 25-004 and Site Plan Review (SPR) 25-039: 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 125 S Citrus Ave.
- 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 reaudited 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 it's 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. 2025-0013 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 2025-014 PC

RESOLUTION NO. 2025-014 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 ZEN GW CALI PARTNERS COVINA, INC. ("ZEN GARDEN") AND THE CITY OF COVINA, RELATED TO A PROPOSAL TO APPROVE 3,956 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE COVINA TOWN CENTER SPECIFIC PLAN MIXED USE ZONE, LOCATED AT 125 S CITRUS AVE, (APN: 8444-001-018).

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, Zen GW Cali Partners LLC ("Zen Garden") c/o Corey Travis, Alejandro Calleres, Angela Thomas, and Randall Szameit, co-owner of the cannabis retail business located 125 South Citrus Avenue. The business owners proposing a Cannabis Retail Establishment ("Zen Garden"), a 3,956 square feet of cannabis retail space, and associated tenant improvements, within the Covina Town Center Specific Plan Mixed Use zone, located at 125 S Citrus Ave, Covina, CA, 91723 (APN: 8444-001-018); and

WHEREAS, the project is categorically exempt pursuant to CEQA Guidelines 1530 (1), 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." The project involves interior improvements and upgrades. No structural additions or expansions are proposed; 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 recommend the City Council hereby adopt Ordinace No. 2025-XXX approving and adopting the Development Agreement between Zen GW Cali Partners. c/o Corey Travis, Alejandro Calleres, Angela Thomas, and Randall Szameit, co-owners of the cannabis retail business and the City of Covina attached 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 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 ZEN GW CALI PARTNERS LLC, ("ZEN GARDEN") AND THE CITY OF COVINA, RELATED TO A PROPOSAL TO APPROVE 3,956 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE COVINA TOWN CENTER SPECIFIC PLAN (CTCSP) MIXED USE (MU) ZONE LOCATED AT 125 SOUTH CITRUS AVENUE (APN 8444-001-018)

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, Zen GW Cali Partners LLC ("Zen Garden") c/o Corey Travis, Alejandro Calleres, Angela Thomas, and Randall Szameit, co-owner of the cannabis retail business located 125 South Citrus Avenue. The business owners proposing a Cannabis Retail Establishment ("Zen Garden"), a 3,956 square feet of cannabis retail space, and associated tenant improvements, within the Covina Town Center Specific Plan Mixed Use zone, located at 125 S Citrus Ave, Covina, CA, 91723 (APN: 8444-001-018).

WHEREAS, the project is categorically exempt pursuant to CEQA Guidelines 15301 (1), 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." The project involves interior improvements and upgrades. No structural additions or expansions are proposed; and

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

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) 25-004 and Site Plan Review (SPR) 25-039 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 Zen GW Cali Partners. c/o Corey Travis, Alejandro Calleres, Angela Thomas, and Randall Szameit, 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 project involves a 3,956 square feet tenant improvement along with mechanical upgrades. No structural additions or expansions are proposed as the previous use was a retail establishment. 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 (a)(1) "Existing Facilities" because the project 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. 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.
ATTEST:	VICTOR LINARES, MAYOR

FABIAN VI	ELEZ, CHIEF DEPUTY CITY CLERK	
APPROVEI	D AS TO FORM:	
City Attorne	AV	
City Attorne		
	<u>CERTIFICATION</u>	
No	elez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordin was introduced for first reading at a special meeting on the do, 2025. Thereafter, said Ordinance was duly approved and adopted at a resaid City Council on the day of, 2025, by the following vote:	ay of egular
ABSENT:	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:	
Dated:		
	FARIAN VELEZ	

CHIEF DEPUTY CITY CLERK

ATTACHMENT F.2 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 ZEN GW CALI PARTNERS LLC

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) Alejandro Calleres, Angela Thomas, Corey Travis, Randall Szameit, and Macy Newell ("Co-Owner"). 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 25-004 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 25-004; 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 24th, 2025], the Planning Commission of the City held a dulynoticed 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 <u>Definitions and Exhibits</u>. 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") 25-004;
 - b. Cannabis Business Permit XX;
 - c. Business License XX;
 - d. Site Plan SPR25-39;
 - e. Operation and Management Plan;
 - 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 [Corey Travis, Alejandro Calleres, Angela Tomas, Randall Szameit, and Macy Newell].
- 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 <u>Exhibit Documents</u>. 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 checks by Building and Safety Division (BLD 25-XXXX); and
 - No. 5 Labor Peace Agreement; or applicable Notarized Statement of Intent.
- 3.3 <u>Binding Effect of Agreement</u>. 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 <u>Ownership of Property</u>. Owner represents and covenants that it has a legal or equitable interest in the Property, which has an Assessor's Parcel Number(s) of 8405-003-032 and is more particularly described in the application and Exhibit Document No. 1 in Section 3.2 and incorporated herein.
- 3.5 <u>Term.</u> 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 <u>Term Extension</u>. 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 <u>Automatic and Immediate Termination</u>. 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 25-004 or applicable Cannabis Business Permit.
- 3.6.2 <u>Discretionary Immediate Termination</u>. 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 <u>Delay Not Attributable to Owner</u>. 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 <u>Effect of Termination</u>. 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 <u>Notice Defined</u>. 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 <u>Written Notice and Delivery</u>. 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) clee@rwglaw.com

If to the Owner: Zen GW Cali Partners LLC

ATTN: Corey Travis 1 P.O Box 254606 Sacramento, CA, 95865 (tel) (415) 890-4480

(email) corey@zen209.com

With courtesy copy: Zen GW Cali Partners LLC

ATTN: Alejandro Calleres 135 E Badillo St, Unit 302

Covina, CA, 91723 (tel) (323) 719-7376

(email) angthomas27@gmail.com

With courtesy copy: Zen GW Cali Partners LLC

ATTN: Angela Thomas 135 E Badillo St, Unit 302

Covina, CA, 91723 (tel) (626) 488-9674

(email) angthom27@gmail.com

With courtesy copy: Zen GW Cali Partners LLC

ATTN: Randall Szameit

4072 Harlan Ave,

Baldwin Park, CA, 91706 (tel) (626) 856-6991

(email) dolphan1311@verizon.net

- 3.7.3 <u>Address Changes</u>. 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 <u>Validity of this Agreement</u>. 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 <u>Fee</u>. 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 <u>Right to Develop</u>. 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 <u>Conditional Use Permit</u>. 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 <u>Cannabis Business Permit.</u> 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 <u>State Cannabis Licenses</u>. 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 <u>Changes to Project</u>. 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 <u>Reservations of Authority</u>. 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 <u>Tentative Subdivision Map and Development Approvals Lifespan</u>. 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 <u>Satisfaction of Conditions of Approval</u>. 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 <u>Subsequent Entitlements</u>. 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 <u>City Records Inspection</u>. 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 <u>Inspections</u>. The City may conduct non-record inspections as set forth in Section 7.7.
- 4.14 <u>Initiatives and Referenda</u>. 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 <u>Intent.</u> 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 <u>Community Benefits Fee(s)</u>. 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 <u>Installment Payments</u>. 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 <u>Preferred Payment for Community Benefit Fee</u>. 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 <u>Future Revenue Mechanisms</u>. 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 agrees 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 <u>Public Outreach and Education.</u> 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 <u>Labor Peace Agreement.</u> 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 <u>Local Outreach</u>. 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 <u>Full-time work</u>. 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 <u>Living Wage</u>. 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 <u>Transportation of Cannabis</u>. 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 <u>Distribution of Cannabis</u>. 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 <u>Distributor Fees</u>. Owner and any licensed distributor shall reach their own Agreement regarding fees for the distributor's services.

ARTICLE 7. REVIEW FOR COMPLIANCE.

7.1 <u>Periodic Review</u>. 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 <u>Special Review</u>. 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 <u>Certificate of Compliance</u>. 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 <u>Failure to Conduct Review</u>. The City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.
- 7.6 <u>Cost of Review</u>. 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 <u>Inspections</u>. 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 <u>Remedies in of City after Default</u>. 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 <u>Specific Performance</u>. 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 <u>Termination Notice</u>. 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 <u>Waiver of Breach</u>. 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 <u>Attorney's Fees</u>. 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 <u>Non-liability of Parties</u>. 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 <u>Hold Harmless: Owner's Construction and Other Activities.</u> 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 <u>Survival of Indemnity Obligations</u>. 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 <u>Encumbrances</u>. 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 <u>Lender Requested Modification/Interpretation</u>. 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 <u>Assignment/Transfer/Sale</u>. 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 <u>Severability</u>. 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 <u>Interpretation and Governing Law</u>. 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 <u>Section Headings</u>. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 11.6 <u>Singular and Plural; Gender, and Person</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
- 11.8 <u>Waiver</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Supersedes Previous Agreements</u>. 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 <u>Mutual Covenants</u>. 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 <u>Counterparts</u>. 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 <u>Jurisdiction and Venue</u>. 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 <u>Project as a Private Undertaking</u>. 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 <u>Further Actions and Instruments</u>. 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 <u>Eminent Domain</u>. 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 <u>Authority to Execute</u>. 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 <u>Nexus/Reasonable Relationship Challenges</u>. 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 <u>No Money Damages Relief Against the City</u>. 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 <u>Laws</u>. 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 <u>Compliance with Conditions of Approval</u>. 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 <u>Consistency with Applicable Commercial Cannabis Regulation</u>. 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	OWNER
By:, Mayor	By:
Date:	Its: Date:
ATTEST:	
By: Fabian Velez, Chief Deputy City Clerk	By:
Date:	Its: Date:
	(Two signatures of corporate officer, required unless corporate document, authorize only one person to sign the agreement on behalf of the corporation)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: Candice Lee, City Attorney	By: Legal Counsel for
Date:	Date:

of the individual who signed the d not the truthfulness, accuracy, or w			is attached, and
State of California)		
County of Los Angeles)		
On	, 202, be	efore me,	
Notary Public, personally app			(insert name and title of the officer)
subscribed to the within instruin his/her/their authorized capaperson(s), or the entity upon b	ament and acknown acity(ies), and the chalf of which act of the control of the co	nowledged to hat by his/he the person(s)	o be the person(s) whose name(s) is/are of me that he/she/they executed the same or/their signature(s) on the instrument the of acted, executed the instrument. The laws of the State of California that the
WITNESS my hand ar	nd official seal.		
Signature			

A notary public or other officer completing this certificate verifies only the identity

State of California County of Los Angeles)	
On	, 202, before me,	
Notary Public, personall	v appeared	(insert name and title of the officer)
subscribed to the within in his/her/their authorized	instrument and acknowledged to	be the person(s) whose name(s) is/are me that he/she/they executed the same/their signature(s) on the instrument the acted, executed the instrument.
I certify under PE foregoing paragraph is tr		e laws of the State of California that the
WITNESS my ha	and 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.

Signature____

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

Exhibit Document No. 2 Map showing Property and its location

Exhibit Document No. 3 Operations Plan (in reference to the RFP)

Exhibit Document No. 4 Conceptual Plans – for final plans refer to the approved tenant improvement plan check by the Building and Safety Division

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