



**CITY OF NORCO**  
**PLANNING COMMISSION REGULAR MEETING AGENDA**  
**LIVE STREAM**  
**Wednesday August 26, 2020**  
**City Council Chambers, 2820 Clark Avenue, Norco CA 92860**

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**PUBLIC ADVISORY: THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC**

Pursuant to Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, and to ensure the health and safety of the public and City Staff while limiting human contact that could spread COVID-19, the Council Chamber will not be open for the regular meeting of the Planning Commission scheduled for August 26, 2020. The meeting will be live streamed through the City of Norco website at [www.vimeo.com/cityofnorco](http://www.vimeo.com/cityofnorco) for public view

The public may participate in public comment by emailing comments to [planning@ci.norco.ca.us](mailto:planning@ci.norco.ca.us). Please identify the item you are referencing (e.g., general public comment, 2.B, etc.). Please limit comments to 250 words or less. All comments submitted before the agenda item has closed will be read aloud at the meeting. Any comments received after this deadline and before the meeting is adjourned will be maintained with the minutes of the meeting.

**CALL TO ORDER:** 7:00 p.m.

**ROLL CALL:** Patricia Hedges, Chair  
Danny Azevedo, Vice Chair  
Phil Jaffarian, Commission Member  
Janette DeLap, Commission Member

**PLEDGE OF ALLEGIANCE:** Member Danny Azevedo

**APPEAL NOTICE:** In the event that you disagree with the action taken by the Planning Commission in regards to your application, or with any condition for approval of the application which is not a specific requirement of the Norco Municipal Code, you are entitled to appeal such determination or conditions to the Norco City Council, provided that such appeal is filed with the Norco City Clerk within ten calendar days after the requirements for appeals, inclusive of payment of an appeal fee.

1. **PUBLIC COMMENTS:** This is the time when persons viewing the meeting and wishing to address the Planning Commission regarding matters not on the agenda may be heard. Please email [planning@ci.norco.ca.us](mailto:planning@ci.norco.ca.us) so that you may be recognized. Comments will be read at this time into the record. The Ralph M. Brown Act limits the Commission ability to respond to comments on non-agendized matters at the time such comments are made. The Planning Commission shall not discuss or take action relative to any general public comment.

2. APPROVAL OF MINUTES:
  - A. Minutes of Special Meeting July 29, 2020 **Recommended Action: Approval**  
(Minutes Clerk)

3. BUSINESS ITEMS:

- A. **Site Plan 2019-08 (Mertaban/Najjar):** A request for approval of an Accessory Building Use Permit to allow a 580 square-foot animal shelter that is part of a 1,624 deck at 1490 Andalusian Drive, located within the Norco Ridge Ranch Specific Plan
- B. **Site Plan 2019-20 (Parraga):** A request for approval of an Accessory Building Use Permit to allow two 2,391 square-foot large animal-keeping stables (4,782 square feet total) at 3257 Temescal Avenue, located within the A-1-20 (Agricultural Low-Density) Zone.

4. PUBLIC HEARING:

*Order of Presentation for Public Hearing Items:*

1. *Staff Presentation*
  2. *Commission Questions of Staff*
  3. *Open Public Hearing*
    - a. *Comments by Applicant*
    - b. *Public Speakers in Favor, Against, or Neutral*
    - c. *Applicant Response to Comments*
    - d. *Questions of Applicants*
  4. *Close Public Hearing*
  5. *Commission Discussion and Action*
- A. **Conditional Use Permit 2020-09 (Tresler):** A request for approval to allow a temporary mobile home for the elderly at 2590 Lasso Lane located within A-1 Agricultural (Low Density) Zone.
  - B. **Conditional Use Permit 2019-10 (Tait and Associates):** A proposal to construct a 3,062 square-foot convenience store with a 982 square-foot automatic carwash, and a 3,096 square-foot fuel pump canopy on property located at the southeast corner of Hamner Avenue and Fourth Street within the Commercial General (C-G) zone (APN 117-180-019, 022).
  - C. **Palomino Business Park Development Agreement Site Plan 2019-19, Tentative Tract Map 37681 (CapRock):** A request for approval of a development agreement for the Palomino Business Park (Site Plan 2017-15, Specific Plan 90-01, Amendment 14, CUP 2019-11, TTM 37681) a 116-acre project area (4 phases) with 2,050,000 square feet of new building space with up to 35 industrial/office buildings and 3 commercial buildings.

5. PLANNING COMMISSION / STAFF COMMUNICATIONS:

- A. Oral Reports from Various Committees
- B. Request for Items on Future Agenda (within the purview of the Commission)

**ADJOURNMENT:**

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In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (951) 270-5623. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

Staff reports are on file in the Planning Division.

Additionally, any writings or documents provided after distribution of the Planning Commission's agenda packet to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the Planning Division counter at City Hall located at 2870 Clark Avenue.

The meeting is recorded.



**CITY OF NORCO  
PLANNING COMMISSION SPECIAL MEETING MINUTES**

**Wednesday July 29, 2020  
City Council Chambers, 2820 Clark Avenue, Norco CA 92860**

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**CALL TO ORDER: 7:00 p.m.**

**ROLL CALL: Present:**  
Phil Jaffarian, Chair  
Patricia Hedges, Vice Chair  
Danny Azevedo, Commission Member  
John Rigler, Commission Member

**PLEDGE OF ALLEGIANCE: Member Patricia Hedges**

**APPEAL NOTICE: Read by Director King**

**OATH OF OFFICE: Re-appointed Commission Member Patricia Hedges  
Appoint Commission Member Janette DeLap**

**ELECTION OF CHAIR AND VICE CHAIR: Election of Chair and Vice Chair**

**M/S JAFFARIAN/AZEVEDO to nominate Member Patricia Hedges to serve as Chair to the Planning Commission for the next fiscal year.**

**AYES: JAFFARIAN, HEDGES, AZEVEDO, RIGLER, DELAP**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

**M/S JAFFARIAN/HEDEGES to nominate Member Danny Azevedo to serve as Vice Chair to the Planning Commission for the next fiscal year.**

**AYES: JAFFARIAN, HEDGES, AZEVEDO, RIGLER, DELAP**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

**1. PUBLIC COMMENTS:**

- NONE

**2. APPROVAL OF MINUTES:**

- A. Minutes of Regular Meeting of May 13, 2020. Recommended Action: Approval (Minutes Clerk)**

**M/S RIGLER/JAFFARIAN** to approve Planning Commission Regular Meeting Minutes of May 13, 2020, as written; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, RIGLER, DELAP**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

B. Minutes of Regular Meeting of June 10, 2020. **Recommended Action: Approval** (Minutes Clerk)

**M/S RIGLER/JAFFARIAN** to approve Planning Commission Regular Meeting Minutes of June 10, 2020, as written; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, RIGLER, DELAP**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

3. PUBLIC HEARING:

A. **Conditional Use Permit 2016-17 (Turning Point)** a proposal to modify the conditions of approval for Conditional Use Permit 82-6 pertaining to street improvements; increase the number daycare students approved under Conditional Use Permit 93-11; add a kindergarten through eighth grade private school; and add four modular classroom buildings to the existing church located at 2000 Norco Drive located within the A-1 (Agricultural Low Density) zone (APN 130-230-016).

Planner Robles presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval.

Vice Chair Azevedo asked staff to clarify the parking requirements, and the age groups of the children going in to the modular rooms. Planner Robles explained the parking is met and the applicant can explain the classroom.

Member Jaffarian discussed some of the letters received by the commission opposing the project, and wanted staff to clarify what would happen if the applicant did construction outside of allowed hours; staff explained the process of how Code Enforcement would be involved. Member Jaffarian also questioned the applicant's license status, and about the street improvements and the fees associated with it. City Manager Okoro explained how the process would work with the fees and the time frame for street improvements.

Member Rigler questioned staff in regards to a previous project and the requirements of that project due to the drainage issues, and has an issue with the drainage and noted there is nothing in the plans for any drainage issues, Planner Robles explained that the modular are going on existing concrete area and explained the process for the requirements. Member Rigler has concerns with the traffic control from the site and the increase in the number of children at the site, Planner Robles explained the site has already been running at the increased number of children.

Chair Hedges questioned staff about adding a condition to make sure the buildings are painted to match the existing. Planner Robles stated the condition would be added.

**Chair Hedges OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak.**

Johnathan C., Project Manager, explained that the church is asking for this to be updated, the sewer has been updated and was completed with a permit, explained they are running under the number from the 1982 CUP, and the purpose of applying for the CUP is to update to how the school functions today and updating the uses and bring on the (4) four modular buildings, and would like some wording of the conditions to be revised. Disputes the letter that stated that construction was going on after hours, explains the church was gifted and was not aware of any CUP or any improvement requirements. He also explains that the parking lot can handle it, and the traffic flow is fine.

Member Rigler questioned how many students are there currently, Johnathan stated 110, and the total would be 340 students.

Member DeLap confirmed how many modular and how many students and if they each has a restroom, Johnathan noted there will be (4), and up to 20 students in each and they each have a restroom.

Vice Chair Azevedo asked about approvals, Johnathan stated they will get the proper approvals.

Chair Hedges confirmed the student totals for the site.

Loren H., Church Representative, explained his position and stated he can answer any questions the commission may have.

**Comments emailed:**

Shook – They are in favor of the proposed project.

City Manager Okoro wanted to explain that there are no plans to re-route Norcoian Drive, there were discussions, but no plans are approved.

**Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission.**

Member Jaffarian wanted staff to revise the way condition #8 reads in regards to the storage of the modular, as having the modular on site would be similar to storing construction materials on site.

Member Rigler asked staff about the permits for bringing the building up to code, staff responded that condition #3 would cover that, Member Rigler would like to make sure that verbiage be added to the condition.

**M/S AZEVEDO/JAFFARIAN** to adopt Resolution 2020-27 to approve Conditional Use Permit 2016-17 to allow the modification of the conditions of approval for Conditional Use Permit 82-6 pertaining to street improvements; increase the number daycare students approved under Conditional Use Permit 93-11; add a kindergarten through eighth grade private school; and add four modular classroom buildings to the existing church located at 2000 Norco Drive ; the motion was carried by the following roll call vote: with the conditions of the modular being painted prior to final.

**AYES: JAFFARIAN, HEDGES, AZEVEDO, LEONARD, RIGLER**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

**B. Zone Code Amendment 2020-05, Specific Plan 91-02 Amd. 11, Specific Plan 99-01 Amd. 9 (City)** A proposal to amend NMC Section 18.30.46, NMC Chapter 18.12, and NMC Chapter 18.13, and amendments to the Norco Hills and Norco Ridge Ranch Specific Plans, regarding regulations for accessory dwelling units and caretaker dwellings.

Director King presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval

Member Rigler questioned staff in regards to converting a garage to an ADU, there will not be a garage, and Director King noted the state rules say they will not have to replace the garage. Member Rigler asked why this is being presented to Planning Commission, Attorney Harper noted this is necessary for the changes to the code.

Member Jaffarian asked if this was in contradiction to our existing code, Director King noted this is going to be revised based on states regulations; Attorney Harper explained the need for the revision in the language of the code change.

Vice Chair Azevedo asked if an ADU can be trailer, similar to granny flat, Director King noted it can, and if someone wants a temporary granny flat that would be done with a CUP application.

Chair Hedges asked if the existing caretaker units will now become ADU, Director King noted they would not and they would need to apply for a building permit, and caretakers dwelling must show open animal keeping.

**Chair Hedges OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak.**

Comments from email read into record:

Matthew G., Counsel for California Homeownership, requesting a continuation of the item.

**Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission**

**M/S JAFFARIAN/AZEVEDO** to adopt Resolution 2020-22 to approve Zone Code Amendment 2020-08 to recommend approval to City Council; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, DELAP**  
**NOES: RIGLER**  
**ABSENT: NONE**  
**ABSTAIN: NONE**

4. BUSINESS ITEMS:

- A. **Site Plan 2020-01 (Davey):** A request for approval of an Accessory Building Use Permit to allow an 825 square-foot workshop at 448 Carson Lane, located within the Norco Hills Specific Plan, Amendment No.1 area.

Planner Robles presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval.

Vice Chair Azevedo asked about the driveway width for access to the PAKA, Planner Robles stated she had been to the site and it appears to be wide enough, Vice Chair Azevedo noted the pictures and dimensions seem to show that its less than 15 feet. Member Rigler noted the same concerns with the dimensions and if there is enough room for access and noted the site plan does not have enough dimensions to show the access and the wall dimensions, Member DeLap noted the picture from the site show a trailer in the rear of the site so there would be enough room for the access in questions. Member Jaffarian asked if a condition could be added that a 15 foot access must be required.

Member Rigler asked could this proposed project be and ADU, Planner Robles noted it could; however for this project the gas line would not be allowed.

**Chair Hedges invited those wishing to speak**

Doris Davey, Applicant would like the workshop to store his materials for the project, Chair Hedges asked if they considered moving the building closer, applicant stated it was considered however they have plenty of room on the site for the animals.

**Chair Hedges brought discussion back to commission.**

**M/S JAFFARIAN/RIGLER** to adopt Resolution 2020-25 to approve Site Plan 2020-01 to allow an Accessory Building of 825 square-foot workshop at 448 Carson Lane, with the added condition that a 15' drive must be maintained to animal keeping area; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, RIGLER, DELAP**  
**NOES: NONE**  
**ABSENT: NONE**  
**ABSTAIN: NONE**

**Recess: 8:36pm – 8:42pm**

**B. Site Plan 2020-03 (Dietrich):** A request for approval of an Accessory Building Use Permit to allow a 735 square-foot garage and 613 square-foot animal keeping barn at 390 Cavaletti Lane, located within the Norco Ridge Ranch Specific Plan

Planner Robles presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval.

Chair Hedges questioned the overhang on the buildings blocking the PAKA access; Planner Robles stated that they can have an access of 12 feet.

**Chair Hedges invited those wishing to speak, with no one wishing to speak Chair Hedges brought discussion back to commission.**

**M/S JAFFARIAN/AZEVEDO** to adopt Resolution 2020-28 to approve Site Plan 2020-03 to allow an Accessory Building of 735 square-foot garage and a 613 square-foot animal keeping barn at 390 Cavaletti Lane; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, RIGLER, DELAP**  
**NOES: NONE**  
**ABSENT: NONE**  
**ABSTAIN: NONE**

**B. Site Plan 2020-04 (Lucas):** A request for approval of an Accessory Building Use Permit to allow a 320 square-foot patio at 270 Haflinger Rd, located within the Norco Ridge Ranch Specific Plan.

Planner Robles presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval.

Member Rigler asked about the allowed distance, Planner Robles stated 12 feet; Member Rigler asked about the structure blocking the drive access, Planner Robles stated the structure is 120 square-feet and does not require a permit.

Member DeLap asked about the footings for the structure, and Planner Robles explained if approved they will have to comply with code.

**Chair Hedges invited those wishing to speak**

Applicant noted he has never done this before, and when he purchased the property the seller explained that the site was ready for the patio and all was permitted.

Member Rigler noted that the shed does not need to be removed, he would like to see it relocated.

**Chair Hedges brought discussion back to commission.**

**M/S JAFFARIAN/DELAP** to adopt Resolution 2020-26 to approve Site Plan 2020-04 to allow an Accessory Building of 320 square-foot patio at 270 Haflinger Rd; the motion was carried by the following roll call vote:

**AYES: HEDGES, AZEVEDO, JAFFARIAN, RIGLER, DELAP**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAIN: NONE**

**5. PLANNING COMMISSION / STAFF COMMUNICATIONS:**

**A. Oral Reports from Various Committees:**

- NONE

**B. Request for Items on Future Agenda (within the purview of the Commission)**

- NONE

**City Manager announced that Director King would be retiring on September 10, 2020 and thanked him for his service.**

**ADJOURNMENT:** Chair Hedges adjourned the meeting to August 26, 2020 at **9:01 p.m.**

Respectfully submitted,

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Lacey David  
Minutes Clerk  
Planning Commission

## **.CITY OF NORCO STAFF REPORT**

**TO:** Honorable Chair and Members of the Planning Commission

**FROM:** Alma Robles, Senior Planner

**DATE:** August 26, 2020

**SUBJECT:** **Site Plan 2019-08 (Mertaban/Najjar):** A request for approval of an Accessory Building Use Permit to allow a 580 square-foot animal shelter that is part of a 1,624 deck at 1490 Andalusian Drive, located within the Norco Ridge Ranch Specific Plan.

**RECOMMENDATION:** Determine if approval of Site Plan 2019-08 is warranted.

**SUMMARY:** The accessory building requested for approval is 580 square-foot animal shelter, which will sit below a deck. Although the shelter is part of a 1,624 deck, only the animal keeping shelter would require approval by the Planning Commission. The animal-keeping shelter has been analyzed in accordance to the criteria for “Animal-Keeping Shelters for Large Animals” under Chapter 18.68 – “Accessory Building Use Permit”.

**PROPERTY DESCRIPTION:** The project site is an irregular-shaped parcel consisting of about .47 acres/20,559 square feet, having a frontage on the west side of Andalusian of 85 feet, and a maximum depth of 200 feet (ref. Exhibit “A” – Location Map and Exhibit “B” – APN Map). The property has a recorded Primary Animal Keeping Area (PAKA) of 2,203 square feet located at the rear of the property. The property has a split level pad so the PAKA sits lower than the pad of the existing home.

The property is developed with a 5,237 square-foot, two- story home with an attached 824 square-foot garage (ref. Exhibit “C” – Aerial and Site Photos). The site is adjacent to properties in the NRRSP developed with residential uses on all sides

The property is not completely flat (an average grade of 4% or less) being that there is a slope at the rear of the property, but consists of a flat pad of approximately 16,136 square feet. The approved drainage pattern for the property is from the back to the street. Because the PAKA sits lower, drainage for the PAKA is to the adjacent property to the rear that includes a private drainage ditch.

**PROJECT DESCRIPTION:** As noted, the accessory buildings being proposed is for a 580 square-foot animal shelter (ref. Exhibit “D” – Application, Exhibit “E” – Site Plan, Floor Plans and Building Elevations). The shelter is proposed to sit below a deck and will be partially in the PAKA.

**ANALYSIS:** Residential accessory buildings that exceed 240 square feet require approval of an Accessory Building Use Permit by the Planning Commission. There are three categories

of residential accessory buildings: 1) Large Vehicle Parking Building, 2) Animal-Keeping Shelters for Large Animals, and 3) All Other Accessory Buildings.

The proposed shelter was analyzed under the category of “Animal-Keeping Shelters for Large Animals” discussed below.

<b>ACCESSORY BUILDING ANALYSIS: NORCO MUNICIPAL CODE. LAND USE AND DEVELOPMENT STANDARDS FOR ANIMAL-KEEPING SHELTERS FOR LARGE ANIMALS – MANDATORY REQUIREMENTS</b>		<b>DOES THE PROJECT MEET THESE STANDARDS?</b>
Land Use:	A shelter for large animals is a permitted ancillary use in the NRRSP	<b>YES</b>
Maximum height:	Ten feet at roof eave with the same or lesser roof pitch as the primary dwelling. The maximum allowed height at the building peak is 18 feet.  <i>(Building height for an accessory building is the vertical distance measured from finished floor to the highest point of the roof measured from the front (primary entry whether for vehicle or person) of the building.)</i>	<b>YES</b> The wall height (where the wall meets the roof) is proposed at 8 feet and the height of the building is proposed at 12 feet 6 inches measured to the top of the deck. There is no deck.
Maximum allowed size:	Equal to the allowed number of animal units (AUs) on the subject property multiplied by 225 square feet, plus an additional 225 square feet for every five AUs allowed for tack and feed storage.	<b>YES</b> Five large animal units are allowed so a shelter of 1,350 square feet would be allowed. The animal shelter is proposed at 580 square feet.
Maximum allowed lot coverage:	Cannot exceed the maximum allowed lot coverage for all buildings that require a building permit, including all accessory buildings, based on the underlying zone of the property in question. In the NRRSP, the maximum lot coverage for all permanent structures shall not be more than 40% of the total flat pad.	<b>YES</b> 24% coverage is being proposed for all structures
Setbacks:	All portions of a proposed accessory building must meet the graduated setback requirement based on the height of any portion of the building per Exhibit 18.68.20-1 of Chapter 18.68. Accessory buildings on lots that have a recorded primary animal-keeping area (PAKA) are not subject to this setback requirement.	<b>YES</b> There is a recorded PAKA on the property so the graduated setback does not apply. A minimum 5 foot setback is required from side and rear property lines.
Washroom	The maximum allowed size for a washroom/restroom is 50 square feet consisting only of a one basin sink and toilet.	<b>N/A</b> not proposed

Wall articulation	Any side of a building that exceeds 20 feet shall be required to include doors and/or windows for function.	<b>YES</b> (ref. Exhibit "E" for the Building Elevations).
Interior walls	The only allowed interior wall separations are for stall enclosures, the separate tack and feed rooms, and for the washroom/restroom.	<b>YES</b> (ref. Exhibit "E" for the floor plan)
Exterior design and materials	No roll-up garage doors are allowed. Buildings shall include open ventilation areas and any windows that are below eight feet measured from the floor to the bottom of the window frame shall not include glass, acrylic, or other type of window pane/cover that can shatter.	<b>YES</b> No roll up doors are proposed and the shelter is completely open. No windows are proposed.
Electrical	There shall be no electrical outlets within wall enclosures to keep animals. Any outlets shall only be located in a breezeway, tack or feed room, or in the washroom/restroom. Interior lights shall only be located on the ceiling or hanging not lower than 10 feet measured from the floor.	<b>WILL BE A CONDITION OF APPROVAL FOR THE PROJECT IN CASE ELECTRICAL IS ADDED</b>
Septic/Sewer	For any interior floor drainage and/or restroom proposed within an accessory building on a property that is on a septic system, the applicant shall provide a septic system analysis by a septic system engineer that the existing system can accommodate the proposed additional capacity. If the existing system cannot support the additional capacity then the proposed building cannot include interior floor drainage or a restroom without prior connection (including fees) to the City sewer system.	<b>N/A</b>

<b>ACCESSORY BUILDING ANALYSIS: APPLICATION INFORMATION AND OTHER DISCRETIONARY REVIEW.</b>		<b>WHAT IS THE IMPACT?</b>
Grading:	How many cubic yards of soil will need to be moved in the preparation of a pad site?	<b>LESS THAN SIGNIFICANT</b> Minimal (less than 60 cubic yards) soil has been or will be moved. Moving 60 cubic yards or more will require a grading permit.
Drainage:	What is the existing drainage pattern and how will the building impact that flow.	<b>LESS THAN SIGNIFICANT</b> With the subject building, the drainage must and will emulate existing drainage pattern.
Animal Keeping Area:	1. Rectangular in shape, minimum 24 feet on any side. 2. Equal to 576 square feet per animal unit allowed (seven animal units allowed)	<b>N/A</b> Does not apply because there is a recorded PAKA on the property.

View:	Does the location for size of the proposed building negatively impact the view of adjoining properties?	<p><b>TO BE DETERMINED BY THE PLANNING COMMISSION</b></p> <p>The Planning Commission will have to determine if the proposed buildings will negatively impact the view of adjoining properties (ref. Exhibit "C" - Aerial).</p>
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**PROJECT REVIEWS:**

Architectural Review Sub-Committee (ARC): The ARC had no concerns over the architecture.

**IMPACT ANALYSIS PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

Staff has determined that this project can be except from CEQA review. There are categories of projects identified in CEQA (categorical exemptions) for which if a project meets the definition criteria it is exempt from CEQA review. One of those categories is "In-Fill Development." Most of the City's properties developed with residential uses meet the definition criteria of this category: 1) consistent with the General Plan and Zoning designations; 2) within City limits on a project site of no more than 5 acres; 3) project site has no value as habitat for endangered, rare, or threatened species; 4) the project will not have any significant effects relating to traffic, noise, air quality, or water quality; 5) the site can be served by all required utilities and public services. For a residential project that could be anticipated to create significant impacts relating to noise, traffic, air quality, water quality, public safety, etc. then it might not be exempt from CEQA and would have to have a full Initial Study analysis which would likely result in the adoption of a Negative Declaration once mitigation measures for the impacts have been identified for approval with the project.

Notices were mailed to surrounding property owners within a 300-foot radius (with at least 25 properties notified as required by the accessory building ordinance). No written comments were received.

Along with the review of standard requirements, the Planning Commission will have to determine if the design of the building is acceptable as determined by the ARC, if the proposed building will impact the animal keeping potential of the lot, and if the building will impact the view of adjoining properties. A resolution of approval has been attached should the Planning Commission determine to approve the project.

- Attachments:
- Resolution 2020-32
  - Exhibit "A" – Location Map
  - Exhibit "B" – APN MAP
  - Exhibit "C" – Aerial and Site Photos and View Analysis
  - Exhibit "D" – Application

Site Plan 2019-08  
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Exhibit "E" – Site Plan, Floor Plan and Building Elevations

## **RESOLUTION 2020-32**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO GRANTING WITH CONDITIONS, AN ACCESSORY BUILDING USE PERMIT TO ALLOW A REQUEST FOR APPROVAL OF AN ACCESSORY BUILDING USE PERMIT TO ALLOW A 580 SQUARE-FOOT ANIMAL SHELTER THAT IS PART OF A 1,624 DECK AT 1490 ANDALUSIAN DRIVE, LOCATED WITHIN THE NORCO RIDGE RANCH SPECIFIC PLAN. SITE PLAN 2019-08**

WHEREAS, NAZIH NAJJAR on behalf of MIKE MERTABAN submitted an application for an Accessory Building Use Permit to the City of Norco, California under the provisions of Chapter 18.68, Title 18 of the Norco Municipal Code, on property located at 1490 Andalusian Drive (APN 168-281-004).

WHEREAS, at the time set; at 7 p.m. on August 26, 2020 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

WHEREAS, at said time and place set, said Planning Commission considered the aforesaid application and received both oral and written testimony pertaining to said application; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the proposed project is categorically exempt from environmental assessment.

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

A. The requested accessory building use permit is consistent with the General Plan and zoning requirements of the zone in which the property in question is located including the protection of adequate open animal areas on lots where the keeping of large animals is permitted.

B. The requested accessory building use permit will not have an adverse effect on the public convenience or general welfare of persons residing or working in the neighborhood thereof and will not adversely affect adjoining land uses including runoff and drainage impacts and architectural compatibility.

C. The City of Norco, acting as lead agency, has determined that the project is categorically exempt from environmental assessment per Class 32 – In-fill Development Projects of the Californian Environment Quality Act (CEQA).

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled August 26, 2020 that the application for Accessory Building Use Permit application is approved, subject to the conditions provided in Chapter 18.68 of the Municipal Code of Norco, and including, but not limited to the following conditions:

1. Approval is based Exhibit "E" – Site Plan, Floor Plan and Building Elevations dated received August 19, 2020 and incorporated herein by reference and on file with the Planning Department. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Department for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of permit. All mandatory requirements of the NMC are applicable as they pertain to accessory buildings.
4. In the event conditions for approval by the Planning Commission or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Department for record purposes for approval of any grading and/or building permits.
5. No occupancy and/or use of the buildings shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate. Provided further, that no expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of operations shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements thereof.
6. This is not an approval to begin work/construction. No work/construction shall commence until the applicant has obtained building permits and has paid all applicable fees for the subject building.

7. The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.
8. The building shall complement the existing house in color or in the colors as approved by the Planning Commission.
9. A home occupation business shall not be permitted from the subject buildings.
10. Any restrictions or conditions required by the approving body or other approving body on appeal in the granting of an accessory building use permit under the provisions of Chapter 18.68 must be complied with. If such conditions or requirements are not met, the Planning Commission shall hold a hearing in the manner as set forth in Chapter 18.46 (Revocation and Expiration of Permits and Variances).
11. Building permits for these accessory building are issued within the confines of this approval. Any violation of a condition resulting in a revocation of this approval may result in an order to remove the accessory building at the owner's expense.
12. A copy of the approved site plan, together with the conditions, if any required by the approving body, shall be recorded with the Riverside County Recorder's Office prior to the issuance of a building permit.
13. Prior to the issuance of a building permit the applicant shall provide a grading and drainage impact analysis, signed and stamped by a certified engineer, for approval by the Engineering Division.

##

Resolution 2020-32  
Page 4  
August 26, 2020

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on August 26, 2020.

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Patricia Hedges, Chair  
Planning Commission  
City of Norco, California

ATTEST:

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Steve King, Secretary  
Planning Commission  
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a regular meeting thereof held August 26, 2020 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

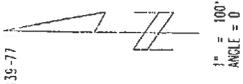
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Steve King, Secretary  
Planning Commission  
City of Norco, California

/adr



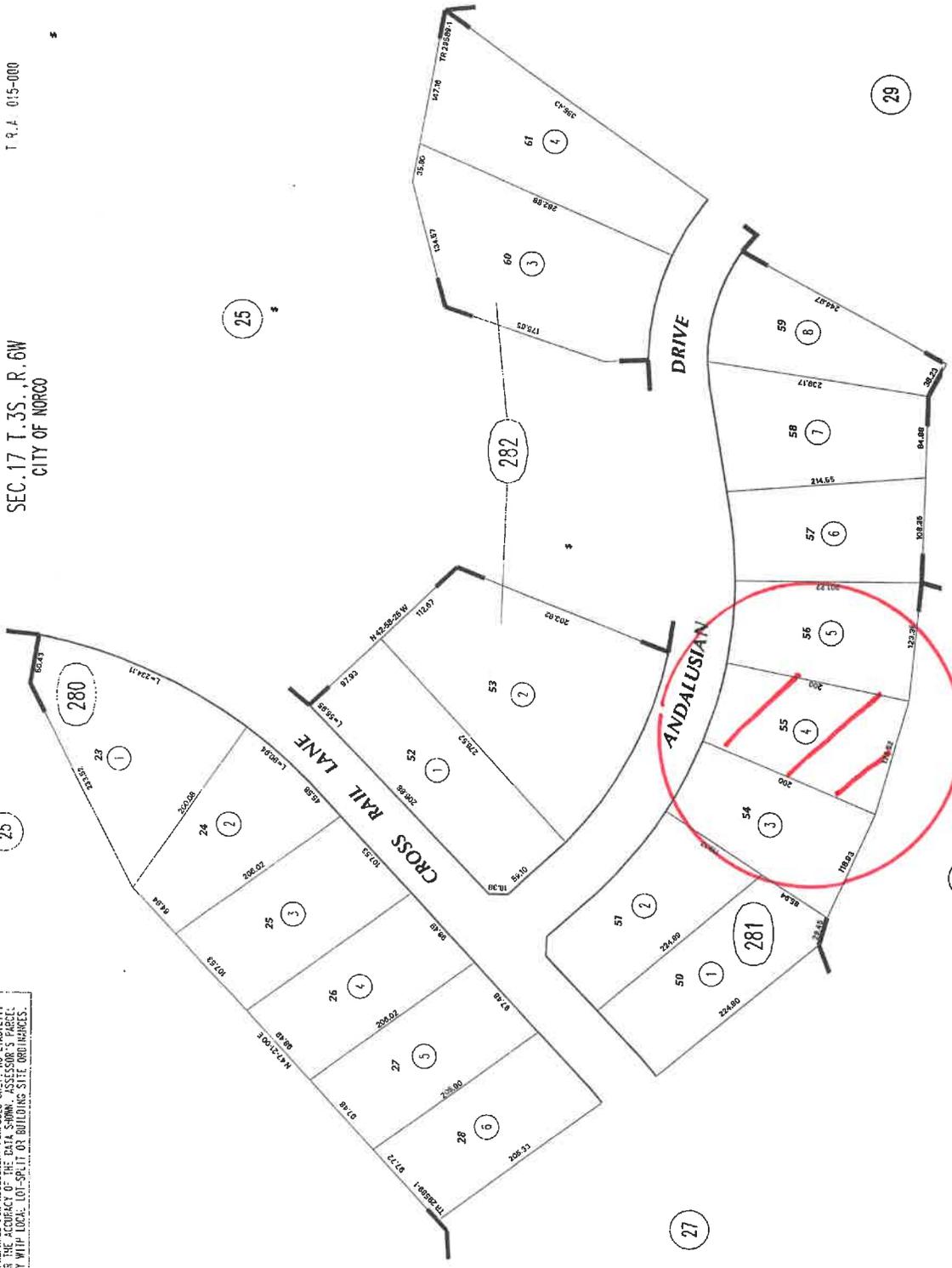
168-28  
139-77



T. 9. S. 015-000

SEC. 17 T. 3S., R. 6W  
CITY OF NORCO

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



MB 335/74-87 TRACT MAP NO 29589-1

ASSESSOR'S MAP BX168 PG. 28  
Riverside County, Calif.

Aug 2004

XHIBIT B



EXHIBIT "C"  
1 of 2

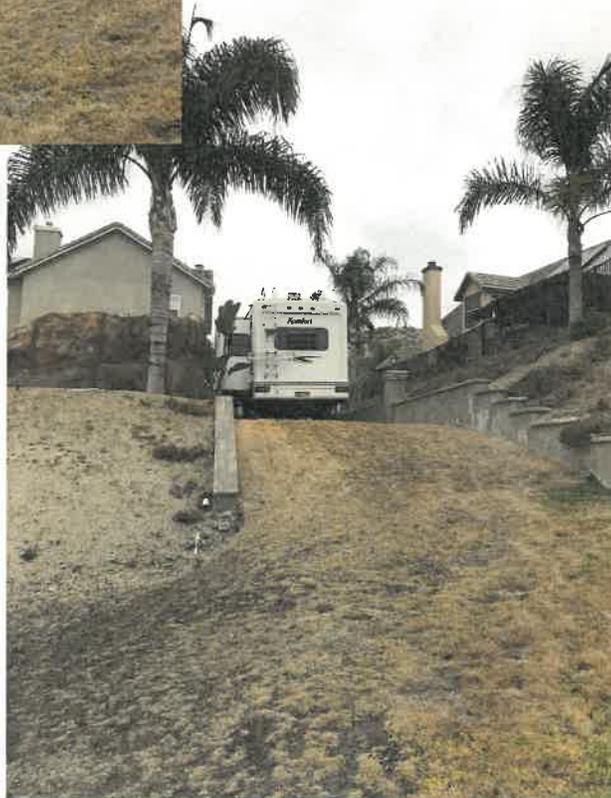


EXHIBIT "C"  
2 of 2



# CITY OF NORCO

## UNIFORM APPLICATION

File No.: 2018-08  
Related Files: \_\_\_\_\_  
Date Filed: 4-30-19  
Fees Paid: 2308

### GENERAL INFORMATION:

Project Location: <u>1490 ANDALUSIAN</u>	
Property Owner: <u>MIKE MERTABAN</u>	Applicant: <u>NAJII NAJJAR</u>
Address: <u>1490 ANDALUSIAN</u>	Address: <u>15115 WELLS FARGO</u>
Telephone: _____	Telephone: <u>100 114</u>
Fax: _____ Email: _____	Fax: _____ Email: _____
Engineer: <u>ROBERT MCGOWAN</u>	Architect: _____
Address: <u>1490 CALIF AVE VICTORVILLE CA 92392</u>	Address: _____
Telephone: _____	Telephone: _____
Fax: _____ Email: _____	Fax: _____ Email: _____
General Plan: <u>A6</u>	Site Acreage: <u>1.47 ACRES</u>
Zoning: <u>R-1</u>	Assessor's Parcel Number: <u>168-281-004</u>
Description of Proposal: <u>walking balcony Animal shelter</u> <u>under the balcony</u>	

### REQUESTED REVIEW:

<input type="checkbox"/> Conditional Use Permit (includes major, minor, and modifications)	<input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Tentative Tract Map
<input checked="" type="checkbox"/> Site Plan Review (includes major, minor, modifications, development phasing plan, model homes sales complex, wall and fence plan review, and accessory building use permit) <u>MINOR</u>	<input type="checkbox"/> Variance (includes major and minor)
<input type="checkbox"/> Specific Plan Preparation/Amendment	<input type="checkbox"/> Zone Change
	<input type="checkbox"/> Other

### APPLICATION CERTIFICATION:

I hereby certify that as applicant for this proposal, I have familiarized myself with the relevant provisions of the Norco Municipal Code; and I have read the foregoing application and know the contents of the application to be true to the best of my knowledge (if applicant is not same as property owner, owner shall authorize applicant to represent his/her interest in the above referenced application by signing below).

Owner: <u>Mike Mertaban</u>	Applicant: _____
Date: <u>4-30-19</u>	Date: <u>April 30/19</u>

EXHIBIT "D"

### DISCRETIONARY PROJECT REVIEW (ADDITIONAL INFORMATION)

Please note that the approval of an accessory building is at the discretion of the Planning Commission and is not the automatic right of the applicant. Please refer to the requirements above when answering the attached questions as needed. A proposed accessory building designed to shelter large animals needs to minimally meet the non-discretionary requirements listed above before it can be considered for approval by the Planning Commission. To assist the Planning Commission in its discretionary review the applicant needs to provide the attached additional information (answer all non-shaded questions).

### INSPECTIONS (ADDITIONAL INFORMATION)

Please note that in addition to required building permit and grading permit inspections all buildings approved with an Accessory Building Use Permit shall be subject to immediate inspection by City Officials upon a 24-hour notice to the resident to ensure that no unauthorized use is occurring pursuant to the approved permit.

### RECORDATION (ADDITIONAL INFORMATION)

Please note that the approved site plan, together with the conditions, if any required by the approving body, shall be recorded with the Riverside County Recorder's Office prior to the issuance of a building permit.

1. Property size: What is the square-footage of the property in question? 20,559  
(Correct and scaled dimensions of the property need to be shown on the site plan)
2. Lot coverage: What is the proposed building coverage as a percentage of the flat pad portion of the lot in question for all existing and proposed buildings (including pools and a five-foot coping area around the pools)? 14.13%  
(All existing and proposed buildings, including pools and coping areas, need to be correctly located and scaled correctly on the site plan)  
(The flat pad of the lot is a total of all portions of the lot that are at 4% grade or less)

OFFICE USE: Does the proposed building meet lot coverage allowances?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
--	---	-----------------------------

3. Building use: What are the proposed uses of the building?  
ANIMAL SHELTER / DECK
4. Building size: What is the square footage of the proposed building?  
300 sq. ft. SHELTER

OFFICE USE: Does the proposed building meet the size limitation for the proposed use?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
---	---	-----------------------------

5. Building height: What is the proposed building height at roof eave? 8' + RAILS  
What is the proposed building height at the highest point? \_\_\_\_\_

OFFICE USE: Does the proposed building height meet the height limitation for the proposed use?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	------------------------------	-----------------------------

6. Building setbacks: What are the proposed building setbacks of the proposed structure to property lines and nearest buildings? 24' FROM REAR

(All proposed building setbacks to property lines and nearest existing buildings, including pools and coping areas, need to be correctly labeled and scaled on the site plan)

OFFICE USE: Does the proposed building meet setback and building separation requirements?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
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7. Building floor plan:

Is a restroom or washroom proposed?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Are any interior wall separations proposed?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

OFFICE USE: Is the proposed building designed in accordance with the type of building requested?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	---	-----------------------------

8. Grading: How many cubic yards of soil will need to be moved in the preparation of a pad site for the construction of the proposed building? 0

Is the area of the subject site where the building is proposed flat (4% grade or less)?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
---	---	-----------------------------

If not, will the building pad require cutting into an existing slope, or?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
---	------------------------------	--

Will fill material be needed to create the building pad?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
--	------------------------------	--

What is the differential between the finished building pad and the site elevation measured two feet from the building on all sides? -10" REAR FALL

Will the location of the building or the required grading affect existing drainage and run-off patterns with the potential to create drainage impacts to neighboring properties?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
--	------------------------------	--

NO APPLICABLE CHANGE

If yes, what on-site retaining features are being proposed so as not to increase amount, or rate of flow, of run-off to adjoining properties from existing conditions (prior to the proposed building)?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If no, explain why there would be no impact. SEE PLANS - NOT NEAR ADJACENT P/L'S

\_\_\_\_\_

\_\_\_\_\_

(All proposed grading including any proposed cut and fill material needs to be shown on the site plan including the areas where cut or fill will occur. The site plan needs to show existing drainage patterns prior to the building and if those patterns will change after the building is constructed. If those patterns will change, the proposed drainage pattern post construction also needs to be shown on the site plan including any on-site retaining facilities that the City determines is needed. The applicant may be required to provide a cubic-feet-per-second (CFS) change analysis to determine if on-site retaining will be needed).

OFFICE USE: Does the proposed building and related grading avoid creating potential run-off and drainage impacts to adjoining properties?

YES  NO

9. Drainage and run-off: What is the existing drainage pattern on-site prior to construction of the proposed accessory building (show on site plan)?

During a storm event or irrigation run-off does your property currently take run-off from neighboring properties?

*w/ FROM TO REAR DRAINAGE COURSE @ REAR*

YES  NO

If so, indicate where and from what properties on the site plan.  
 If not, indicate on the site plan where run-off from neighboring properties drains to.

Is your property located in a 100-year or 500-year flood zone as shown on the Flood Insurance Rate Maps (FIRM) by the Federal Emergency Management Agency (FEMA)? (Maps located at City Hall)

YES  NO

If so, indicate which zone, and location of the zone on the site plan, and indicate what mitigation measures will be needed to address the impact of being in that zone.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

How will the existing drainage flow and run-off patterns be changed after construction of the accessory building (show on site plan)?

What will be the change in flow rate of storm run-off from the proposed building?

*NONE, THE DECK FALLS TO EXISTING NAT. GRADE*

OFFICE USE: Does the proposed building and site design protect adjacent properties from a significant increase in run-off and/or significant changes to existing drainage conditions?

YES  NO

10. Animal-keeping area: Does the location of the structure preserve adequate open animal area on the property (as defined in the zoning requirements)?

Is there an open animal area equal to 576 square feet X allowed number of animal units?

YES  NO

*THERE IS AN EX PAKA*

Is there a 5-foot buffer between the open animal area and property lines and buildings?

N/A - BY PARK

YES  NO

Does vehicular access to the accessory building have to cross the open animal area?

YES  NO

OFFICE USE: Does the proposed building preserve an adequate open animal area including any required buffer areas?

THERE IS AN EXISTING PARK

YES  NO

11. View: Does the location or size of the proposed building negatively impact the view of adjoining properties?

YES  NO

If yes, what views will be impacted? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY OF NORCO STAFF REPORT

**TO:** Honorable Chair and Members of the Planning Commission

**FROM:** Alma Robles, Senior Planner

**DATE:** August 26, 2020

**SUBJECT:** **Site Plan 2019-20 (Parraga):** A request for approval of an Accessory Building Use Permit to allow two 2,391 square-foot large animal-keeping stables (4,782 square feet total) at 3257 Temescal Avenue, located within the A-1-20 (Agricultural Low-Density) Zone.

**RECOMMENDATION:** Determine if approval of Site Plan 2019-20 is warranted.

**SUMMARY:** The accessory building being proposed is for two large animal-keeping barns/stables. The stables have been analyzed in accordance to the criteria for “Animal-Keeping Shelters for Large Animals” under Chapter 18.68 – “Accessory Building Use Permit”. Construction of the buildings began without permits, which has resulted in a code case on the property. Approval of the buildings by the Planning Commission is the first approval towards compliance before a building permit can be issued.

**PROPERTY DESCRIPTION:** The project site is a rectangular-shaped parcel consisting of about 1.16 acres/50,400 square feet, having a frontage on the east side of Temescal Avenue of 80 feet and maximum depth of 630 feet (ref Exhibit “A” – Location Map and Exhibit “B” – APN Map).

The property is currently developed with a 1,381 square-foot single-story home with an attached 681 square-foot garage, and detached accessory/animal-keeping structures (ref. Exhibit “C” – Aerial and Site Photos).

Most of the property is flat (an average grade of 4% or less) and existing drainage pattern is from the back to the front/street (from east to west). The site is surrounded by property in A-1 Zone on all sides developed with residential and animal keepings uses (ref Exhibit “C” – Aerial and Site Photos).

**PROJECT DESCRIPTION:** The accessory buildings being proposed are for two 2,391 square-foot large animal-keeping stables (1,510 square-foot stables with an 881 roof overhang each), for a total of 4,782 square feet (ref. Exhibit “D” – Application and Exhibit “E” – Site Plan, Building Elevations and Floor Plans).

The stables are proposed to consist of galvanized black steel framing, wood walls and galvanized steel roof coverings (in the natural colors). The structures consist of 8-foot walls

and with single 1:12 roof pitches, resulting in a total building height of 10 feet 3 inches measured up to the pitch.

The buildings are proposed at the rear of the property, over 300 feet behind the existing home, each five feet from the side property lines, 32 feet between both structures, and 18 feet from the rear property line.

**ANALYSIS:** Residential accessory buildings that exceed 240 square feet require approval of an Accessory Building Use Permit by the Planning Commission. There are three categories of residential accessory buildings: 1) Large Vehicle Parking Building, 2) Animal-Keeping Shelters for Large Animals, and 3) All Other Accessory Buildings.

The proposed animal stables were analyzed under the category of “Animal-Keeping Shelters for Large Animals” which is discussed below:

<b>ACCESSORY BUILDING ANALYSIS: NORCO MUNICIPAL CODE. LAND USE AND DEVELOPMENT STANDARDS FOR LARGE VEHICLE PARKING BUILDING– MANDATORY REQUIREMENTS</b>		<b>DOES THE PROJECT MEET THESE STANDARDS?</b>
Land Use:	A large animal-keeping barn is a permitted ancillary use in the A-1 Zone.	<b>YES</b>
Maximum height:	10 feet at roof eave with the same or lesser roof pitch as the primary dwelling. The maximum allowed height at the peak shall be 18 feet.  <i>[Building height for an accessory building is the vertical distance measured from finished floor to the highest point of the roof measured from the front (primary entry whether for vehicle or person) of the building.]</i>	<b>YES</b> (the buildings are proposed with a wall height of 8 feet, a maximum roof height to the peak of 10 feet 3 inches and the buildings have a roof pitch that does not exceed the pitch of the house)
Maximum allowed size:	Maximum allowed size: equal to the allowed number of animal units (AUs) on the subject property multiplied by 225 square feet, plus an additional 225 square feet for every five AUs allowed for tack and feed storage.	<b>YES</b> 14 animal units are allowed on the property, which would allow a 3,150 square-foot building plus 225 square feet for every five AU’s for tack and feed for a total of 3,600 for each building. A total of 2,391 square feet is proposed for each building)
Maximum allowed lot coverage:	Cannot exceed the maximum allowed lot coverage for all buildings that require a building permit, including all accessory buildings, based on the	<b>YES</b> (19% coverage is being proposed)

	underlying zone of the property in question. In the A-1 Zone, the maximum lot coverage for all permanent structures shall not be more than 40% of the total flat pad.	
Setbacks:	All portions of a proposed accessory building must meet the graduated setback requirement based on the height of any portion of the building per Exhibit 18.68.20-1 of Chapter 18.68. Accessory buildings on lots that have a recorded primary animal-keeping area (PAKA) are not subject to this setback requirement.	<b>YES</b> There is no PAKA on the property so the graduated setback applies. A minimum five-foot setback is required from the eight-foot tall wall and a minimum 8.4 foot setback is required from the 10 foot 3 inch roof height. The buildings either meets or exceed the minimum setback requirements on all sides.
Washroom	The maximum allowed size for a washroom/restroom is 50 square feet consisting only of a one basin sink and toilet.	<b>N/A</b> (not proposed)
Wall articulation	Any side of a building that exceeds 20 feet in length shall be required to include doors and/or windows for function.	<b>YES</b> (ref. Exhibit "E" for the building elevations. The structure is open on all side as a function of the intended animal keeping use except for the back sides of the stables. The Planning Commission will need to determine if the back sides of the stables need openings)
Interior walls	The only allowed interior wall separations are for stall enclosures, the separate tack and feed rooms, and for the washroom/restroom.	<b>YES</b> (ref. Exhibit "E" for the floor plan)
Exterior Design and materials	No roll-up garage doors are allowed. Buildings shall include open ventilation areas and any windows that are below eight feet measured from the floor to the bottom of the window frame shall not include glass, acrylic, or other type of window pane/cover that can shatter.	<b>YES</b> (roll up doors and windows with material that can shatter are not proposed. The stables have open ventilation)
Open animal keeping area buffer	A five-foot buffer shall be maintained around the required open animal area where the open animal area is adjacent to a property line or an existing or proposed structure	<b>YES</b> (ref. Exhibit "E" for the site plan)
Outlets	There shall be no electrical outlets within wall enclosures to keep animals. Any outlets shall only be	<b>N/A</b> (No outlets are proposed at

	located in a breezeway, tack or feed room, or in the washroom/restroom. Interior lights shall only be located on the ceiling or hanging not lower than 10 feet measured from the floor	this time, but this requirement will also be listed as a condition of approval)
Septic/Sewer	For any interior floor drainage and/or restroom proposed with an accessory building on a property that is on a septic system, the applicant shall provide a septic system analysis by a septic system engineer that the existing system can accommodate the proposed additional capacity. If the existing system cannot support the additional capacity then the proposed building cannot include interior floor drainage or a restroom without prior connection (including fees) to the City sewer system	N/A

<b>ACCESSORY BUILDING ANALYSIS: APPLICATION INFORMATION AND OTHER DISCRETIONARY REVIEW.</b>		<b>WHAT IS THE IMPACT?</b>
Grading:	How many cubic yards of soil will need to be moved in the preparation of a pad site?	<b>LESS THAN SIGNIFICANT</b> Minimal (less than 60 cubic yards) soil will be moved since the buildings will be placed on relatively flat land. Moving 60 cubic yards or more will require a grading permit.
Drainage:	What is the existing drainage pattern and how will the building impact that flow.	<b>LESS THAN SIGNIFICANT</b> With the subject building, the drainage will emulate existing drainage pattern.
Animal Keeping Area:	<ol style="list-style-type: none"> <li>1. Rectangular in shape, minimum 24 feet on any side.</li> <li>2. Equal to 576 square feet per animal unit allowed (14 animal units allowed)</li> </ol>	<b>TO BE DETERMINED BY THE PLANNING COMMISSION</b> A minimum of 8,064 square feet is required and is provided at the rear of the property (in front of the subject buildings) where noted on the attached site plan. Access to the subject building does have to cross the designated open animal keeping area, however, it would be for transporting the animals and tack and feed. In addition to the

		required area, the required five-foot setback to property lines and a structure is also being provided. The Planning Commission can use this information to determine if the proposed building will impact the animal keeping potential of the lot.
View:	Does the location for size of the proposed building negatively impact the view of adjoining properties?	<p><b>TO BE DETERMINED BY THE PLANNING COMMISSION</b></p> The proposed building may be visible to adjacent neighbors (ref Exhibit "C" Aerial Photo). The Planning Commission will have to determine if the proposed building will negatively impact the view of adjoining properties.

**PROJECT REVIEWS:**

Architectural Review Sub-Committee (ARC): The ARC had no concerns over the architecture. However, one member of the ARC did have concern over having to cross the open animal keeping area for the collection of manure.

**IMPACT ANALYSIS PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

Staff has determined that this project can be except from CEQA review. There are categories of projects identified in CEQA (categorical exemptions) for which if a project meets the definition criteria it is exempt from CEQA review. One of those categories is "In-Fill Development." Most of the City's properties developed with residential uses meet the definition criteria of this category: 1) consistent with the General Plan and Zoning designations; 2) within City limits on a project site of no more than 5 acres; 3) project site has no value as habitat for endangered, rare, or threatened species; 4) the project will not have any significant effects relating to traffic, noise, air quality, or water quality; 5) the site can be served by all required utilities and public services. For a residential project that could be anticipated to create significant impacts relating to noise, traffic, air quality, water quality, public safety, etc. then it might not be exempt from CEQA and would have to have a full Initial Study analysis which would likely result in the adoption of a Negative Declaration once mitigation measures for the impacts have been identified for approval with the project.

Notices were mailed to surrounding property owners within a 300-foot radius (with at least 25 properties notified as required by the accessory building ordinance). No written comments were received.

Along with the review of standard requirements, the Planning Commission will have to be determined if the proposed building will impact the animal keeping potential of the lot, and if it will impact the view of adjoining properties. A resolution of approval has been attached should the Planning Commission determine to approve the project.

Attachments:            Resolution 2020-31  
                                 Exhibit "A" – Location Map  
                                 Exhibit "B" – APN MAP  
                                 Exhibit "C" – Aerial and Site Photos  
                                 Exhibit "D" – Application  
                                 Exhibit "E" – Site Plan, Building Elevations and Floor Plan

## **RESOLUTION 2020-31**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO GRANTING WITH CONDITIONS, AN ACCESSORY BUILDING USE PERMIT TO ALLOW A REQUEST FOR APPROVAL OF AN ACCESSORY BUILDING USE PERMIT TO ALLOW TWO 2,391 SQUARE-FOOT LARGE ANIMAL-KEEPING STABLES (4,782 SQUARE FEET TOTAL) AT 3257 TEMESCAL AVENUE, LOCATED WITHIN THE A-1-20 (AGRICULTURAL LOW-DENSITY) ZONE. SITE PLAN 2019-20.**

WHEREAS, IXCOATL PARRAGA on behalf of JOSE LEON submitted an application for an Accessory Building Use Permit to the City of Norco, California under the provisions of Chapter 18.68, Title 18 of the Norco Municipal Code, on property located at 3257 Temescal Avenue (APN 123-020-014).

WHEREAS, at the time set; at 7 p.m. on August 26, 2020 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

WHEREAS, at said time and place set, said Planning Commission considered the aforesaid application and received both oral and written testimony pertaining to said application; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the proposed project is categorically exempt from environmental assessment.

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

A. The requested accessory building use permit is consistent with the General Plan and zoning requirements of the zone in which the property in question is located including the protection of adequate open animal areas on lots where the keeping of large animals is permitted.

B. The requested accessory building use permit will not have an adverse effect on the public convenience or general welfare of persons residing or working in the neighborhood thereof and will not adversely affect adjoining land uses including runoff and drainage impacts and architectural compatibility.

C. The City of Norco, acting as lead agency, has determined that the project is categorically exempt from environmental assessment per Class 32 – In-fill Development Projects of the Californian Environment Quality Act (CEQA).

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled August 26, 2020 that the application for Accessory Building Use Permit application is approved, subject to the conditions provided in Chapter 18.68 of the Municipal Code of Norco, and including, but not limited to the following conditions:

1. Approval is based Exhibit "E" – Site Plan, Floor Plan and Building Elevations dated received August 20, 2020 and incorporated herein by reference and on file with the Planning Department. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Department for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of permit. All mandatory requirements of the NMC are applicable as they pertain to accessory buildings.
4. In the event conditions for approval by the Planning Commission or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Department for record purposes for approval of any grading and/or building permits.
5. No occupancy and/or use of the buildings shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate. Provided further, that no expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of operations shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements thereof.
6. The applicant shall obtain building permits for both buildings within 60 days of this approval. An extension of this time shall be granted at the discretion of the Community Development Director.

7. This is not an approval to begin work/construction. No work/construction shall commence until the applicant has obtained building permits and has paid all applicable fees for the subject building.
8. The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.
9. The buildings shall complement the existing house in color or in the colors as approved by the Planning Commission.
10. A home occupation business shall not be permitted from the subject buildings.
11. Any restrictions or conditions required by the approving body or other approving body on appeal in the granting of an accessory building use permit under the provisions of Chapter 18.68 must be complied with. If such conditions or requirements are not met, the Planning Commission shall hold a hearing in the manner as set forth in Chapter 18.46 (Revocation and Expiration of Permits and Variances).
12. Building permits for these accessory buildings are issued within the confines of this approval. Any violation of a condition resulting in a revocation of this approval may result in an order to remove the accessory building at the owner's expense.
13. A copy of the approved site plan, together with the conditions, if any required by the approving body, shall be recorded with the Riverside County Recorder's Office prior to the issuance of a building permit.
14. Prior to the issuance of a building permit the applicant shall provide a grading and drainage impact analysis, signed and stamped by a certified engineer, for approval by the Engineering Division.

##

Resolution 2020-31  
Page 4  
August 26, 2020

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on August 26, 2020.

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Patricia Hedges, Chair  
Planning Commission  
City of Norco, California

ATTEST:

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Steve King, Secretary  
Planning Commission  
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a regular meeting thereof held August 26, 2020 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Steve King, Secretary  
Planning Commission  
City of Norco, California

/adr

# Location Map



Not to Scale



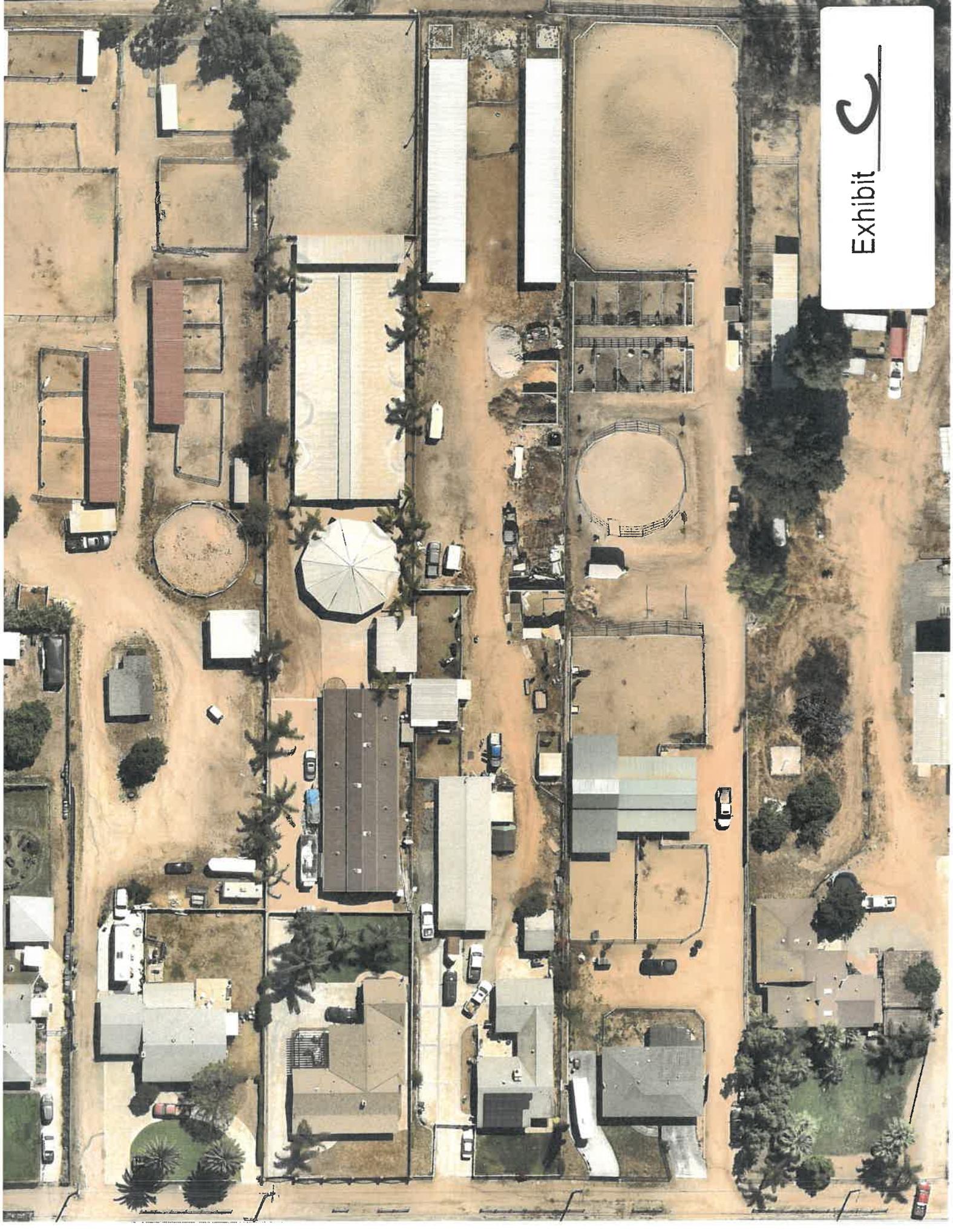
**PROJECT:** Site Plan 2019-20

**APPLICANT:** Ixcoatl Parraga

**LOCATION:** 3257 Temescal Ave

## Exhibit "A"





Exhibit 



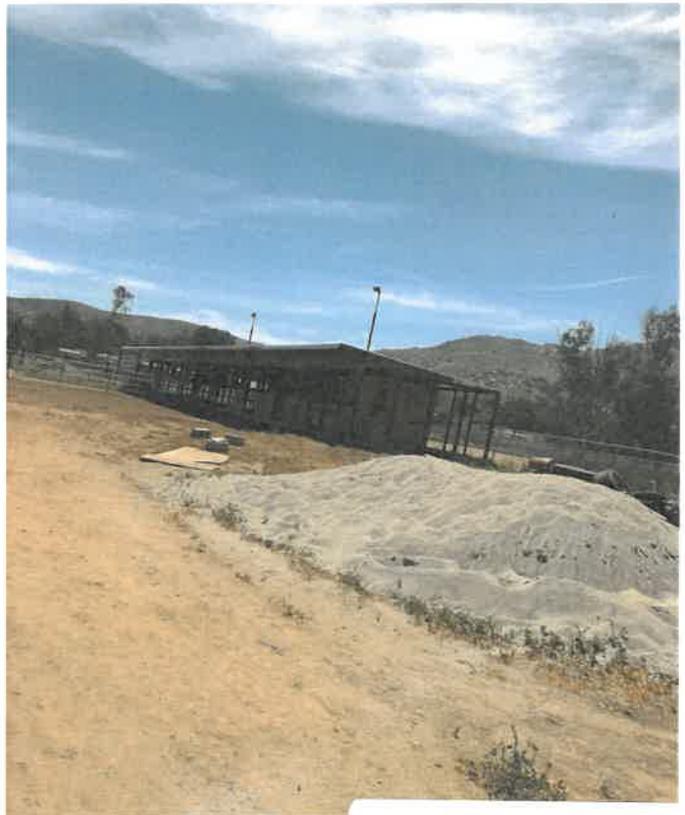
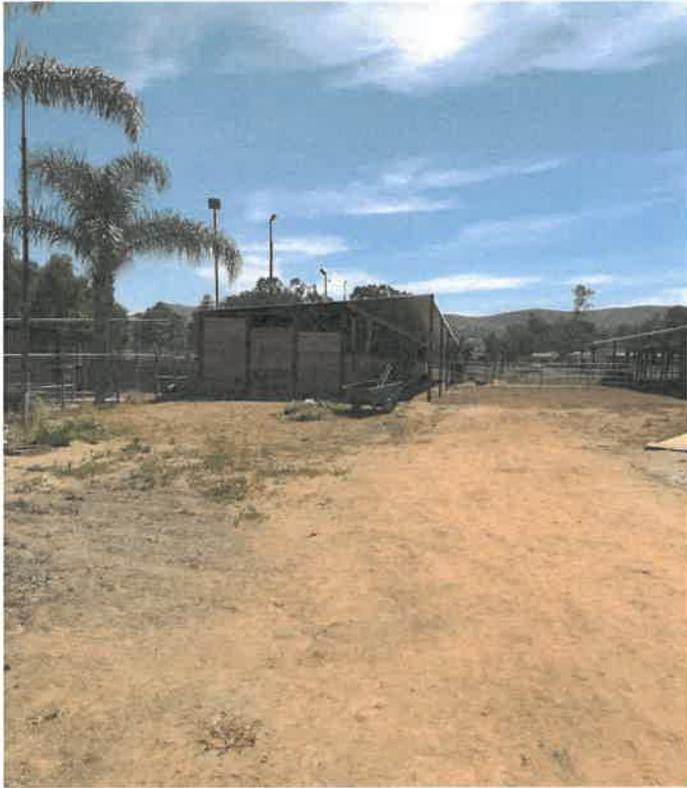




Exhibit     C



# CITY OF NORCO

## UNIFORM APPLICATION

File No.: 2019-20  
Related Files: 11/13/19  
Date Filed: 11/13/19  
Fees Paid: \$13395

### GENERAL INFORMATION:

Project Location: <u>3257 TEMESCAL</u>	
Property Owner: <u>JOSE CUE LEON</u>	Applicant: <u>IXCOATL PARRAGA</u>
Address: <u>3257 TEMESCAL AVE</u> <u>NORCO, CA 92860</u>	Address: <u>8200 HAVEN AVE #11103</u> <u>RANCHO CUCAMONGA, CA 91730</u>
Telephone: <u>(909) 659-1405</u>	Telephone: <u>(909) 659-1405</u>
Fax:	Fax:
Email:	Email: <u>ixcoatl64@gmail.com</u>
Engineer:	Architect:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:
General Plan: <u>RA</u>	Site Acreage: <u>1.16 AC.</u>
Zoning: <u>A-1</u>	Assessor's Parcel Number: <u>123-020-014</u>
Description of Proposal: <u>THE PROPOSED STABLES SHALL BE WITH WITH STEEL POST, GALVANIZED STEEL ROOF COVERING AND WOOD AT HALF HEIGHT OF THE WALL WITH STEE GATES.</u>	

### REQUESTED REVIEW:

<input type="checkbox"/> Conditional Use Permit (includes major, minor, and modifications)	<input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Tentative Tract Map
<input checked="" type="checkbox"/> Site Plan Review (includes major, minor, modifications, development phasing plan, model homes sales complex, wall and fence plan review, and accessory building use permit)	<input type="checkbox"/> Variance (includes major and minor)
<input type="checkbox"/> Specific Plan Preparation/Amendment	<input type="checkbox"/> Zone Change
	<input type="checkbox"/> Other

### APPLICATION CERTIFICATION:

I hereby certify that as applicant for this proposal, I have familiarized myself with the relevant provisions of the Norco Municipal Code; and I have read the foregoing application and know the contents of the application to be true to the best of my knowledge (if applicant is not same as property owner, owner shall authorize applicant to represent his/her interest in the above referenced application by signing below).

Owner: _____	Applicant: _____
Date: <u>11/11/19</u>	Date: <u>11/11/19</u>

# EXHIBIT "D"

## DISCRETIONARY PROJECT REVIEW (ADDITIONAL INFORMATION)

Please note that the approval of an accessory building is at the discretion of the Planning Commission and is not the automatic right of the applicant. Please refer to the requirements above when answering the attached questions as needed. A proposed accessory building designed to shelter large animals needs to minimally meet the non-discretionary requirements listed above before it can be considered for approval by the Planning Commission. To assist the Planning Commission in its discretionary review the applicant needs to provide the attached additional information (answer all non-shaded questions).

## INSPECTIONS (ADDITIONAL INFORMATION)

Please note that in addition to required building permit and grading permit inspections all buildings approved with an Accessory Building Use Permit shall be subject to immediate inspection by City Officials upon a 24-hour notice to the resident to ensure that no unauthorized use is occurring pursuant to the approved permit.

## RECORDATION (ADDITIONAL INFORMATION)

Please note that the approved site plan, together with the conditions, if any required by the approving body, shall be recorded with the Riverside County Recorder's Office prior to the issuance of a building permit.

1. Property size: What is the square-footage of the property in question? 1.16 AC  
(Correct and scaled dimensions of the property need to be shown on the site plan)

2. Lot coverage: What is the proposed building coverage as a percentage of the flat pad portion of the lot in question for all existing and proposed buildings (including pools and a five-foot coping area around the pools)? 19.20  
(All existing and proposed buildings, including pools and coping areas, need to be correctly located and scaled correctly on the site plan)  
(The flat pad of the lot is a total of all portions of the lot that are at 4% grade or less)

OFFICE USE: Does the proposed building meet lot coverage allowances?

YES  NO

3. Building use: What are the proposed uses of the building?  
STABLES AND STORAGE

4. Building size: What is the square footage of the proposed building? 4782 SQ. FT.

OFFICE USE: Does the proposed building meet the size limitation for the proposed use?

YES  NO

5. Building height: What is the proposed building height at roof eave? 8' REAR 9' FRONT  
What is the proposed building height at the highest point? 10' 3" FRONT

OFFICE USE: Does the proposed building height meet the height limitation for the proposed use?

YES  NO

6. Building setbacks: What are the proposed building setbacks of the proposed structure to property lines and nearest buildings? 5' SIDE + 8' REAR SETBACKS

(All proposed building setbacks to property lines and nearest existing buildings, including pools and coping areas, need to be correctly labeled and scaled on the site plan)

OFFICE USE: Does the proposed building meet setback and building separation requirements?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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7. Building floor plan:

Is a restroom or washroom proposed?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Are any interior wall separations proposed?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

*FOR STALLS*

OFFICE USE: Is the proposed building designed in accordance with the type of building requested?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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8. Grading: How many cubic yards of soil will need to be moved in the preparation of a pad site for the construction of the proposed building? 0 CY

Is the area of the subject site where the building is proposed flat (4% grade or less)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If not, will the building pad require cutting into an existing slope, or?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will fill material be needed to create the building pad?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

What is the differential between the finished building pad and the site elevation measured two feet from the building on all sides? 8"

Will the location of the building or the required grading affect existing drainage and run-off patterns with the potential to create drainage impacts to neighboring properties?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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If yes, what on-site retaining features are being proposed so as not to increase amount, or rate of flow, of run-off to adjoining properties from existing conditions (prior to the proposed building)?

\_\_\_\_\_

\_\_\_\_\_

If no, explain why there would be no impact. ALL SURFACES SHALL BE SLOPED TO DRAIN THE WATER AWAY FROM THE BUILDING

\_\_\_\_\_

(All proposed grading including any proposed cut and fill material needs to be shown on the site plan including the areas where cut or fill will occur. The site plan needs to show existing drainage patterns prior to the building and if those patterns will change after the building is constructed. If those patterns will change, the proposed drainage pattern post construction also needs to be shown on the site plan including any on-site retaining facilities that the City determines is needed. The applicant may be required to provide a cubic-feet-per-second (CFS) change analysis to determine if on-site retaining will be needed).

OFFICE USE: Does the proposed building and related grading avoid creating potential run-off and drainage impacts to adjoining properties?

YES  NO

9. Drainage and run-off: What is the existing drainage pattern on-site prior to construction of the proposed accessory building (show on site plan)?

During a storm event or irrigation run-off does your property currently take run-off from neighboring properties?

YES  NO

If so, indicate where and from what properties on the site plan.  
If not, indicate on the site plan where run-off from neighboring properties drains to.

Is your property located in a 100-year or 500-year flood zone as shown on the Flood Insurance Rate Maps (FIRM) by the Federal Emergency Management Agency (FEMA)? (Maps located at City Hall)

YES  NO

If so, indicate which zone, and location of the zone on the site plan, and indicate what mitigation measures will be needed to address the impact of being in that zone. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will the existing drainage flow and run-off patterns be changed after construction of the accessory building (show on site plan)?

What will be the change in flow rate of storm run-off from the proposed building? THERE IS  
NOT GOING TO BE ANY CHANGE

OFFICE USE: Does the proposed building and site design protect adjacent properties from a significant increase in run-off and/or significant changes to existing drainage conditions?

YES  NO

10. Animal-keeping area: Does the location of the structure preserve adequate open animal area on the property (as defined in the zoning requirements)?

YES  NO

Is there an open animal area equal to 576 square feet X allowed number of animal units?  YES  NO

Is there a 5-foot buffer between the open animal area and property lines and buildings?  YES  NO

Does vehicular access to the accessory building have to cross the open animal area?  YES  NO

OFFICE USE: Does the proposed building preserve an adequate open animal area including any required buffer areas?

*To Be Determined By The P.C.*

YES  NO

11. View: Does the location or size of the proposed building negatively impact the view of adjoining properties?  YES  NO

If yes, what views will be impacted? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF NORCO  
STAFF REPORT**

**TO:** Honorable Chair and Members of the Planning Commission

**FROM:** Alma Robles, Senior Planner

**DATE:** August 26, 2020

**SUBJECT:** **Conditional Use Permit 2020-09 (Tresler):** A request for approval to allow a temporary mobile home for the elderly at 2590 Lasso Lane located within A-1 Agricultural (Low Density) Zone.

**RECOMMENDATION:** Adopt Resolution 2020-30 approving Conditional Use Permit 2020-09, if approval is warranted

**SUMMARY:** Conditional Use Permit (CUP) 2020-09 is a request for approval to allow a temporary mobile home for the elderly at 2590 Lasso Lane (ref. Exhibit “A” – Location Map). The mobile home is intended to be occupied by the property owner’s parents who are 62 and 60 years of age. The mobile home is proposed with an attached carport and patio cover.

**PROPERTY DESCRIPTION:** The property is an irregular shaped area of about .70 acres/ 30,477 square feet, having a frontage of 80 feet on the west side of Lasso Lane, and a maximum depth of 371.29 feet. The property is developed with a single-family residence consisting of 1,709 square feet with an attached 546 square-foot garage and rear patio cover, and animal keeping structures behind the house (ref. Exhibit “B” – APN Map and Exhibit “C” – Aerial and Site Photos).

**PROJECT DESCRIPTION:** The applicants (the parents of the property owners who reside on the property), are requesting approval of a CUP to allow a temporary mobile home for use by them (ref. Exhibit “D” – Application). The mobile home is proposed with a floor area of no more than 900 square feet and in addition, a 200 square-foot carport and a 540 square-foot patio cover are proposed to be attached to the mobile home (ref. Exhibit “E” – Site Plan). The Planning Commission will need to determine if the attached carport and patio cover can be approved in addition to the mobile home.

The mobile home (in combination with the proposed carport and patio cover) is proposed to the rear of the home, approximately 20 feet from the rear property line and approximately 10 and 25 feet 7 inches from the side property lines. The applicant has not purchased the mobile home, but a preliminary floor plan has been provided (ref. Exhibit “F” – Floor Plan). A 900 square-foot mobile home foot print has been plotted on the proposed site plan; however, the foot print may be a slightly bigger to accommodate an interior floor area of no more than 900 square feet as permitted by Code.

**ANALYSIS:** Per Section 18.30.35 of the Norco Municipal Code (NMC), a temporary mobile home for the elderly is allowed in any residential zone with the approval of a CUP. The intent

of this provision in the Code is to allow housing for elderly family members who need care or assistance from their family.

The mobile home is allowed for the exclusive use of a maximum of two aged family members of the owner/occupant of a main dwelling on the property. At least one of two occupants allowed in the mobile home must be 62 years of age and the applicant must demonstrate the need for the family members care. This CUP application meets these requirements since the mobile home is proposed to be occupied by the property owner's father who is 62 years old, and mother who is 60 years old.

The minimum lot size to be eligible for temporary mobile home is 20,000 square feet, and the mobile home must be placed to the rear of the main dwelling. The subject property is 30,477 square feet square feet and the mobile home is proposed to be placed at the rear of the property.

The mobile home must comply with all setback and lot coverage requirements of the A-1 zone being a minimum of five feet away from side and rear property lines, a minimum of 10 feet away from any other structure, and the maximum lot coverage of 40 percent of the flat pad area cannot be exceeded. The proposed location of the mobile home will meet all the setback requirements and the pad coverage will not be exceeded with addition of the mobile home on the property.

The floor area of the mobile home cannot be less than 350 square feet nor larger than 900 square feet. The mobile home is proposed with a floor area of no more than 900 square feet, which does not exceed the maximum size allowed. As noted, the planning Commission will need to determine if the attached carport and patio cover can be approved in addition to the mobile home.

The mobile home must be connected to the City's water and sewer system (through the existing on-site connections or otherwise as determined feasible by Public Works) and all utility connections (to include gas, electricity etc.,) serving the unit must meet applicable building codes. The project will be conditioned to require this.

The mobile home, although temporary, must be secured to withstand wind loads in accordance with the Uniform Building Code calculations but not be placed on a permanent foundation. The requirement for a temporary foundation is so that the mobile home is removed should it no longer be occupied by a qualified family member. The project has been conditioned to require that the mobile home be placed on a temporary foundation.

To ensure that the mobile home is not misused, the Code requires that a conditional use permit be granted for a one-year period, which may be extended on a year to year basis. To comply with this requirement, the project has been conditioned to indicate that the approval is granted for a maximum one-year period and will expire, if a request for extension is not filed

with the Planning Division every year after the approval date. The project has also been conditioned to require that the applicant obtain approval for a change in the occupancy of the mobile home, so that compliance with the Code can be evaluated by staff. Furthermore, the project has been conditioned so that the current property owner records on the property title a clause that indicates that the mobile home must be removed prior to the sale of the property, unless approval is given by the City to allow the unit to remain in accordance with Code requirements.

Analysis per NMC Chapter 18.45 (CUP):

The NMC states: *“The purpose of the CUP is to review the location, site development, and/or conduct of certain land uses (and buildings). These are uses which generally have a unique and distinct impact on the area in which they are located, or are capable of creating special problems for adjacent properties unless given special review and special conditions. A Conditional Use Permit may be granted at the discretion of the Planning Commission, and is not the automatic right of any applicant.”*

The CUP application requires certain information from the applicant so that the Planning Commission can make its determination. The table below lists the required information and whether the information was provided:

<b>CUP APPLICATION REQUIREMENTS (18.45.06)</b>		<b>DID THE APPLICANT PROVIDE THE INFORMATION?</b>
1,2	The name and address of the applicant; evidence of ownership and/or permission to make application; legal description; fees.	YES
3	Nine (9) copies of a Site Plan, containing all the information required by Section <a href="#">18.40.08</a> (CONTENT OF A SITE PLAN).	YES (if applicable - see Chapter 18.40 analysis later in this report)
4	Such other information as the Planning Commission or City Council may require, including but not limited to market studies, design studies, engineering studies, and evidence of the ability and intention of the applicant to proceed with construction in accordance with approved plans within one year from the approval of the Conditional Use Permit.	N/A (no additional information requested)
5	Responsibility for Accuracy. The applicant shall be solely responsible for the accuracy of information submitted as part of his application. Submission of inaccurate plans, legal descriptions, surrounding property owners list, and other information shall be cause for invalidation of all actions regarding his petition.	YES
	18.45.08. The Commission shall cause to be made such investigation	At the Planning

	of facts bearing on the application for a Conditional Use Permit as will provide necessary information to assure that the action on each such application is consistent with the intent and purpose of this Ordinance.	Commission's Discretion
	18.45.10. In considering the Conditional Use Permit application, the Commission, and Council on Appeal, shall review the proposed plans under the terms and criteria of Chapter <a href="#">18.40</a> (SITE PLAN REVIEW), and Chapter <a href="#">18.41</a> (ARCHITECTURAL REVIEW) if applicable.	Site Plan review applies in terms of the content of the site plan and the Architecture Review section is not applicable due to the temporary nature of the project and because the Code requires that the unit be a prefabricated mobile home

Analysis per Chapter 18.40 (Site Plan): The CUP application requires the submittal of information based on required information for a site plan analysis. The intent of a site plan analysis is to provide for development of property in accordance with the general purpose of the Zoning Ordinance, as well as determine compliance with the property development standards stated in the Ordinance. It is further intended to provide for the review of those developmental qualities which are not subject to precise statement; all as a part of the City's desire to maintain its unique rural environment and atmosphere. The table below lists the required information for a site plan analysis:

<b>CONTENT OF A SITE PLAN (18.40.08)</b>		<b>IS THE INFORMATION PROVIDED ON THE SITE PLAN?</b>
1	Lot Dimensions.	YES
2	All existing and proposed buildings and structures, including their location, size, height, proposed use, design and construction material.	YES (The preliminary mobile home elevations have not been provided. However, the requirement per the Code is that the structure be a mobile home and at requirement is what dictates the design)
3	All existing and proposed yards and spaces between buildings and structures.	YES (if a measurement is

		not called out, it can be scaled out on the plans)
4	All existing and proposed walls, fences and landscaping including the location, height, area, nature and type of design and material composition for the walls and fences and the type landscaping vegetation and irrigation system proposed for such.	N/A (The existing perimeter fencing is called out on the attached site plan. No other walls or fencing are proposed and none are required.
5	All existing and proposed off-street parking, including the location, number of parking spaces, dimensions of the entire parking area and individual parking spaces, the arrangement of spaces, internal circulation pattern for pedestrian, equestrian, and vehicular traffic, and the landscaping thereof.	N/A
6	All existing and proposed access to the lot, including pedestrian, equestrian, and vehicular access; the points of ingress and egress to the lot, the width, location and description of the access areas and of the streets from which access and ingress is proposed.	YES as it pertains to a single-family residential lot
7	All existing and proposed signs, including the location, size, height, location and nature of supports and material composition of sign and supports.	N/A
8	All existing and proposed loading, including the location, area dimensions, number of loading spaces and the internal vehicular traffic circulation on the site for loading vehicles.	N/A
9	All existing and proposed lighting, including the location and general nature of both offsite and onsite lighting; the proposed intensity thereof and diffusion thereof.	N/A
10	All existing and proposed street or trail dedications, and improvements thereon, including the location, and nature of street or trail improvements.	N/A
11	All existing and proposed outdoor and indoor storage activities, including but not limited to the nature of such storage, its location, proposed height and type of screening for such including the design and material composition thereof.	N/A
12	All existing and proposed drainage and grading onsite and offsite, including the location of the drains, their type and dimensions.	YES
13	All existing and proposed waste disposal facilities, including the results of any percolation tests for on-site septic tank use.	N/A
14	Such other data as may be required by the Planning Director to enable	None requested

	the Planning Commission to make a proper review and take action thereon.	
	<b>18.40.10. Procedure for site plan review and approval.</b>	<b>IS INFORMATION AVAILABLE FOR PC DECISION?</b>
		YES. Site plan review procedures are superseded by CUP procedures that require a public hearing
	<b>18.40.10 (5). Factors to consider in Site Plan Review.</b>	
	(a) Compliance with all applicable requirements of the zoning ordinance.	YES Minimum zoning requirements are met to allow temporary mobile home for the elderly, but the Planning Commission (PC) has discretion to determine if development standards such as setbacks, need to be more than the minimum to reduce the impact on surrounding properties
	(b) Overall site design and architectural quality insofar as it relates to the intent and purpose of this Ordinance, and to the general nature of the area in which the development is to be located.	This is at the discretion of the Planning Commission
	(c) If a Variance or Conditional Use Permit is being considered, a site plan review shall be for the purpose of determining compliance with the circumstances necessitating said Variance or Conditional Use Permit in addition to those otherwise required by this Ordinance.	This is at the discretion of the Planning Commission

Chapter 18.45 of the NMC requires the following findings to approve a CUP:

*The Commission in granting a Conditional Use Permit may establish conditions under which a lot or parcel of land may be used or a building erected and/or altered, or make requirements as to right of-way dedications, architecture, height of building, open*

*spaces, parking areas, and conditions of operation of any enterprise or make any requirements that the Commission may consider necessary to prevent damage or prejudice to adjacent properties, or detriment to the welfare of the community.*

*Before a Conditional Use Permit may be granted, the Commission, or Council upon appeal to it, shall make a finding from the evidence as submitted, that all four of the following conditions exist in reference to the property being considered:*

<b>CONDITIONS NECESSARY TO GRANTING A CUP (18.45.14)</b>		<b>CAN THIS FINDING BE MADE FOR THIS PROJECT?</b>
1	The requested Conditional Use Permit will not adversely affect the General Plan or the public convenience or general welfare of persons residing or working in the neighborhood thereof.	This finding is generally centered on compliance with development standards/requirements and conditions. Furthermore, the project is temporary in nature and if approved, a conditioned will require removal if the unit is no longer occupied by a maximum of two aged family members, one of which must be a minimum of 62 years of age.
2	The requested use will not adversely affect the adjoining land uses and the growth and development of the area in which it is proposed to be located.	The project is generally exempt from CEQA but to make this finding, the Planning Commission needs to first make the finding No.1 listed above.
3	The size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area.	The subject property is large enough to accommodate the proposed temporary mobile home in a manner that meets the minimum zoning requirements.
4	The traffic generated by the proposed use will not impose an undue burden upon the streets and highways in the area.	This finding can be made since the proposed use is limited to occupancy by no more than two persons, one of which must be at least 62 years of age.

Property owners within a 300-foot radius were notified of the project. No concerns or comments were received from surrounding neighbors.

**Impact Analysis/Environmental Review:** Staff has determined that the project is categorically exempt from environmental assessment under CEQA pursuant to Class 32 – Infill Development Projects. To be classified as “in-fill development” a project must meet certain minimum criteria: 1) consistent with the General Plan and Zoning designations; 2) within City limits on a project site of no more than 5 acres; 3) project site has no value as habitat for endangered, rare, or threatened species; 4) the project will not have any significant effects relating to traffic, noise, air quality, or water quality; 5) the site can be served by all required utilities and public services. The categorical exemption determination does not automatically

mean that other impacts cannot be identified in the review process thereby necessitating further environmental review.

A resolution for approval of CUP 2020-09 is attached should the Planning Commission determine at their discretion, to approve the project.

/adr

Attachments:           Resolution 2020-30  
                              Exhibit "A" – Location Map  
                              Exhibit "B" – APN Map  
                              Exhibit "C" – Aerial and Site Photos  
                              Exhibit "D" – CUP application  
                              Exhibit "E" – Site Plan  
                              Exhibit "F" – Floor Plan

## **RESOLUTION NO. 2020-30**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO, CALIFORNIA GRANTING WITH CONDITIONS A CONDITIONAL USE PERMIT TO ALLOW A TEMPORARY MOBILE HOME FOR THE ELDERLY AT 2590 LASSO LANE LOCATED WITHIN THE A-1 (AGRICULTURAL-LOW DENSITY) ZONE. CONDITIONAL USE PERMIT 2020-06**

WHEREAS, SAM AND MITZI TRESLER submitted an application to the City of Norco, California, for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code to allow a mobile home to be used as a temporary dwelling unit for the elderly on property generally described as:

Lot 21 of Tract No.5005-3, in the City of Norco, County of Riverside, State of California, as shown by Map on File in Book 84, Pages (s) 20-22, inclusive of maps, in the Office of the County Recorder of said County; and

More generally described as an irregular-shaped area of about .70 acres, having a frontage on the south side of Lasso Lane of approximately 80 feet, a maximum depth of about 371.29 feet, and being further described as 2590 lasso Lane (APN 129-331-001).

WHEREAS, notice of public hearing on said petition has been given in the manner and for times required by law; and

WHEREAS, at the time set, at 7 p.m. on August 26, 2020 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project is categorically exempt from environmental assessment.

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

- A. The requested conditional use permit will not adversely affect the General Plan or the public convenience or general welfare of persons residing or working in the neighborhood thereof.
- B. The requested use will not adversely affect the adjoining land uses and the growth and development of the area in which it is proposed to be located.
- C. The size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area.
- D. The traffic generated by the proposed use will not impose an undue burden upon the streets and highways in the area.
- E. The City of Norco, acting as lead agency, has determined that the project is categorically exempt from environmental assessment per Class 32 – In-fill Development Projects of the Californian Environment Quality Act (CEQA).

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled on August 26, 2020 that the aforesaid application for a conditional use permit is granted, subject to the conditions provided in Section 18.45.14 of the Municipal Code of Norco, including, but not limited to the following conditions:

- 1. Approval is based on Exhibit “E” – Site Plan dated received on August 17, 2020 and incorporated herein by reference and on file with the Planning Division. Development shall occur as shown unless otherwise noted in these conditions or by the Building and Safety Division.
- 2. The recorded owner of the property shall submit to the Planning Division, for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
- 3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions.
- 4. This approval shall become null and void unless building permits for the installation of the mobile home authorized by this approval have been issued within one year after the granting of such approval and pursued diligently to completion.

5. **The applicant shall obtain building permits and pay all applicable fees prior to placing the mobile home on the lot.** The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.

6. Approval is granted for a maximum one-year period and will expire, if a request for extension is not filed with the Planning Division on or before June 10, 2021 and each year after. This extension shall indicate that the elderly family member(s), for whom the mobile home was approved, is still occupying the mobile home. If, and when, the mobile home is no longer occupied by the elderly family member(s), the mobile home shall be removed from the property within 60 days.

7. The applicant/property owner shall contact the Planning Division and provide a letter requesting approval for a change in the occupancy of the mobile home. The mobile home shall be occupied by no more than two aged family members of the owner/occupant of the main dwelling on the same property. One of the two occupants allowed in the mobile home shall be at least 62 years of age.

8. The current applicant/property owner shall record on the property title the requirement that the mobile home must be removed from the property prior to the sale of the property, unless approval (which may include Planning Commission approval) is secured by the new owner to allow the unit to remain in accordance with the Norco Municipal Code. **Proof of this recordation shall be submitted to the Planning Division before a building permit is finalized by the Building Department for the mobile home.**

9. The mobile home shall be constructed either after September 15, 1971, and be issued an insignia of approval by the California Department of Housing and Community Development or be constructed after July 1, 1976, and be issued an insignia of approval by the US Department of Housing and Urban Development. In addition, the applicant shall provide a State inspection certificate that the mobile home meets all Code requirements at the time the conditional use permit is granted and/or when required by the Building Division. Mobile units constructed prior to these dates may be permitted provided that the unit is certified by the State inspector that it meets all current codes.

10. The floor area of the mobile home shall not be less than 350 square feet nor larger than 900 square feet.

11. The project shall comply with the minimum setback requirements and shall comply with all other applicable zoning requirements.

12. The temporary mobile home shall be connected to the City sewer system through the existing on-site sewer connection for the main dwelling. The applicant/property owner shall pay associated connection fees to the City of Norco prior to building permit issuance.

13. The temporary mobile home shall be connected to the City water system through the existing on-site connection. The applicant/property owner shall pay connection fees to the City of Norco for all water system service required prior to building permit issuance.

14. All utility connections serving the unit must meet applicable building codes. All utility connections to the mobile home shall be made through the existing utility connections for the main dwelling.

15. A home occupation shall not be permitted from the temporary mobile home.

16. The mobile home, although temporary, shall be secured to withstand wind loads in accordance with the Uniform Building Code calculations, but not be placed on a permanent foundation.

17. Smoke detectors shall be installed pursuant to State Fire Marshal requirements.

18. Exterior appearance of the mobile home shall meet the approval of the Planning Division.

19. Skirting at the base of the mobile home may be required as determined by the Planning Director.

20. All utilities lines shall be placed underground.

21. No occupancy of the mobile home shall be allowed unless a final inspection is completed to the satisfaction of the Building Official.

22. The proposed mobile home shall not interfere with animal keeping on the adjacent lots.

23. The applicant shall comply with Norco Fire Department requirements for access and turnarounds before building permits for the temporary mobile home are issued.

24. The Engineering Division shall confirm that drainage is per City Standards.

Resolution 2020-30  
Page 6  
August 26, 2020

APPROVED AND ADOPTED by the Planning Commission at a regular meeting held on August 26, 2020.

---

Patricia Hedges, Chair  
Planning Commission  
City of Norco, California

ATTEST:

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Steve King, Secretary  
Planning Commission  
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a regular meeting thereof held on August 26, 2020 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Steve King, Secretary  
Planning Commission  
City of Norco, California

/adr



129-13  
129-33

T.R.A. 1502

POR. SEC. 11 T. 3 S., R. 7 W.  
POR. CITY OF NORCO

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

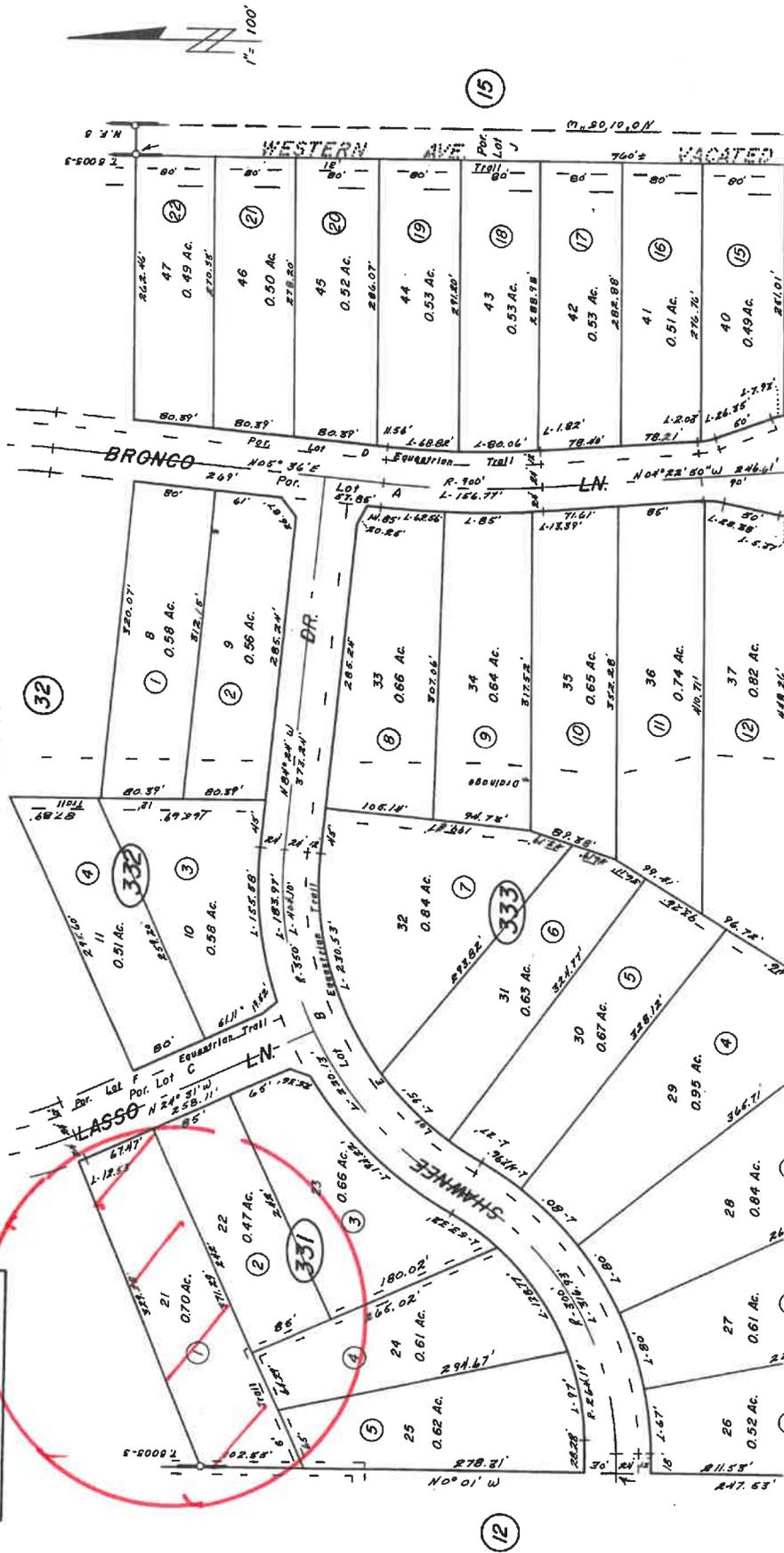


EXHIBIT B



EXHIBIT "C"  
1 of 2



**Exhibit "C"**  
2 of 2  
CUP 2020-06



# CITY OF NORCO

## UNIFORM APPLICATION

File No: 2020-06  
 Related Files:  
 Date Filed: 8/11/20  
 Fees Paid: \_\_\_\_\_

CVP

### GENERAL INFORMATION:

Project Location: <u>2590 Lasso Lane Norco, CA 92860</u>	
Property Owner: <u>Heidi Williams</u>	Applicant: <u>Sam + Mitzi TRESLER</u>
Address: <u>2590 Lasso Ln</u>	Address: _____
Telephone: _____	Telephone: <u>92395</u>
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____
Engineer: _____	Architect: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____
General Plan: _____	Site Acreage: _____
Zoning: _____	Assessor's Parcel Number: _____
Description of Proposal: <u>Mobile Home Installation on</u> <u>UTS 133 Tie down System</u>	

### REQUESTED REVIEW:

<input checked="" type="checkbox"/> Conditional Use Permit (includes major, minor and modifications)	<input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Tentative Tract Map
<input type="checkbox"/> Site Plan Review (includes major, minor, modifications, development phasing plan, modal home sales complex, and wall and fence plan review)	<input type="checkbox"/> Variance (includes major and minor)
<input type="checkbox"/> Specific Plan Preparation/Amendment	<input type="checkbox"/> Zone Change
	<input type="checkbox"/> Other

### APPLICATION CERTIFICATION:

I hereby declare that as applicant for this proposal, I have familiarized myself with the relevant provisions of the Norco Municipal Code; and I have read the foregoing application and know the contents of the application to be true to the best of my knowledge (if applicant is not same as property owner, owner shall authorize applicant to represent his/her interest in the above referenced application by signing below).

Date: _____	Applicant: <u>[Signature]</u>
	Date: _____

EXHIBIT "D"



**CITY OF NORCO**  
CONDITIONAL USE PERMIT  
JUSTIFICATION FOR APPROVAL

ANSWER THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED BELOW.  
ATTACH ADDITIONAL PAGES IF NECESSARY.

1. Explain how the requested conditional use permit will not adversely affect the general plan or the public convenience or the general welfare of persons residing or working in the neighborhood thereof.

Temporary unit will be located in an isolated location in rear of property

2. Explain how the requested use will not adversely affect the adjoining land uses and the growth and development of the area in which it is proposed to be located.

Unit will be isolated from all other adjoining land and development

3. Explain how the size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area.

Property is fully adequate for size of unit

4. Explain how the traffic generated by the proposed use will not impose an undue burden on streets and highways in the area.

There will only be two occupants for the unit

**FORM "I"**

**ENVIRONMENTAL INFORMATION FORM**

(To be completed by private project applicant to assist staff in completing initial study)

DATE FILED: \_\_\_\_\_

**GENERAL INFORMATION**

1. Name and address of developer or project sponsor: *Allied Manufactured Home Const.*
2. Address of project: *Peter Padilla P.O. Box 482 Sun City, CA. 92584  
2590 Lasso Lane Norco, CA*
3. Assessor's Block and Lot Number: \_\_\_\_\_
4. Name, address, and telephone number of person to be contacted concerning this project:  
*Peter Padilla P.O. Box 482 Sun City, CA. 92584  
Ph. 909-224-7946*
5. Indicate number of the permit application for the project to which this form pertains: \_\_\_\_\_
6. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies: \_\_\_\_\_
7. Existing zoning district: \_\_\_\_\_
8. Proposed use of site (project for which this form is filed):  
*Mobile Home Install on Tie down System*

**PROJECT DESCRIPTION**

9. Site size. *See site plan*
10. Square footage. *Under 900 sq ft. living space*
11. Number of floors of construction. *1 Floor*
12. Amount of off-street parking provided
13. Attach plans.
14. Proposed scheduling
15. Associated projects
16. Anticipated incremental development

*2/9*

17. If residential, include the number of units, schedule of unit sizes, range of sales prices or rents and type of household size expected. *One unit, 20'x48' with under 900 sq ft living space*
18. If commercial, indicate the type, whether neighborhood, city- or regionally-oriented, square footage of sales area and loading facilities. *Not commercial*
19. If industrial, indicate type, estimated employment per shift and loading facilities. *Not industrial*
20. If industrial, indicate type, estimated employment per shift and loading facilities. *Not industrial*
21. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

- | Yes                      | No                                  |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Change in existing features of any bays, tidelands, beaches, lakes, hills or substantial alteration of ground contours.                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Change in scenic views or vistas from existing residential areas or public lands or roads.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Change in pattern, scale or character of general area of project.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Significant amounts of solid waste or litter.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Change in dust, ash, smoke, fumes or odors in vicinity.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. Substantial change in existing noise or vibration levels in the vicinity.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 29. Site on filled land or on slope of 10 percent or more.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 30. Use or disposal of potentially <u>hazardous</u> materials, such as toxic substances, flammables or explosives.                             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 31. Substantial change in demand for municipal services (police, fire, water, sewage, etc).  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 32. Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.).   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 33. Relationship to a larger project or series of projects.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 34. Has a prior environmental impact report been prepared for a program, plan, policy or ordinance consistent with this project?               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 35. If you answered yes to Question 33, may this project cause significant effects on the environment that were not examined in the prior EIR? |

ENVIRONMENTAL SETTING:

36. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site.
37. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity.

CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

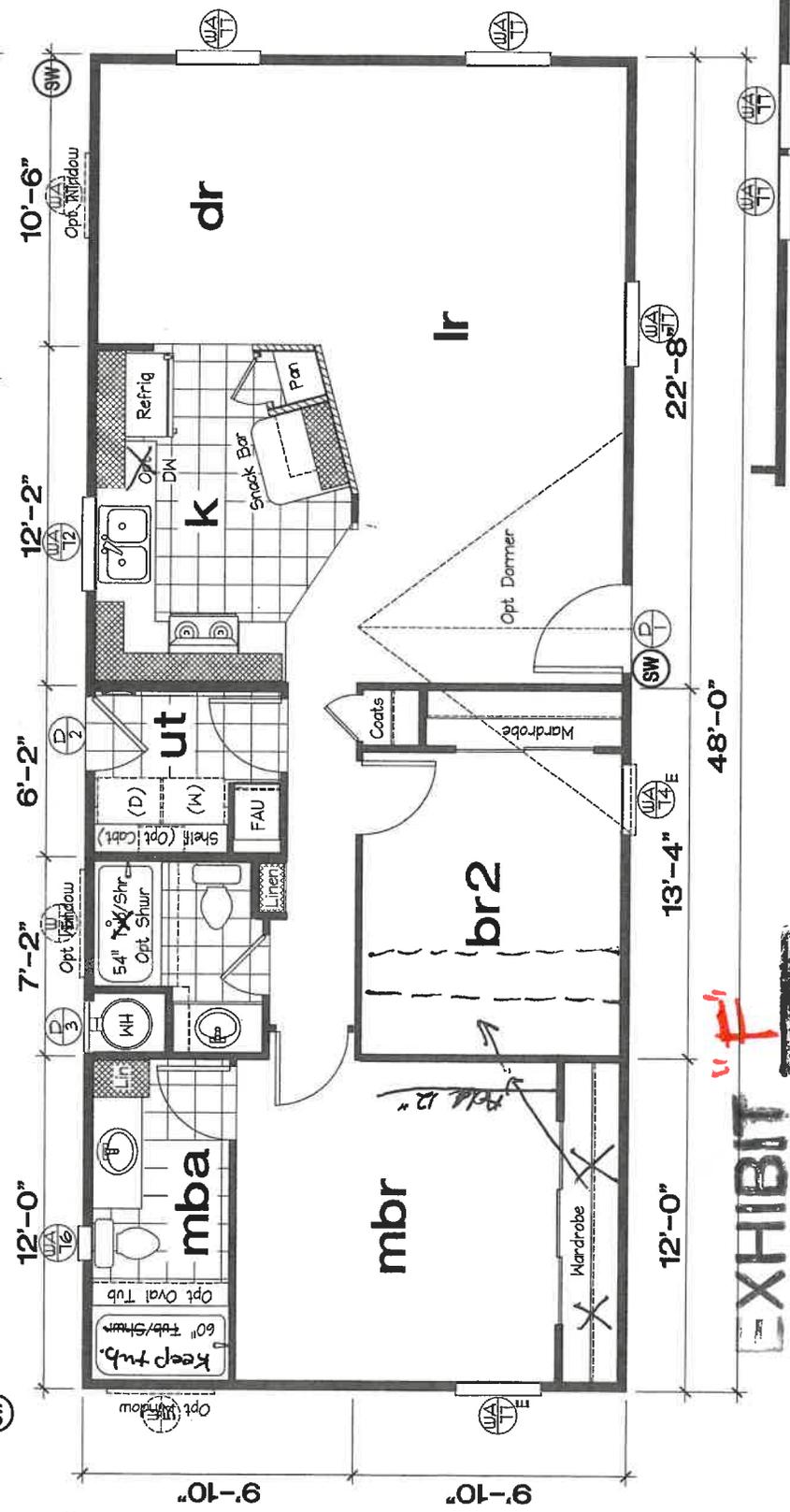
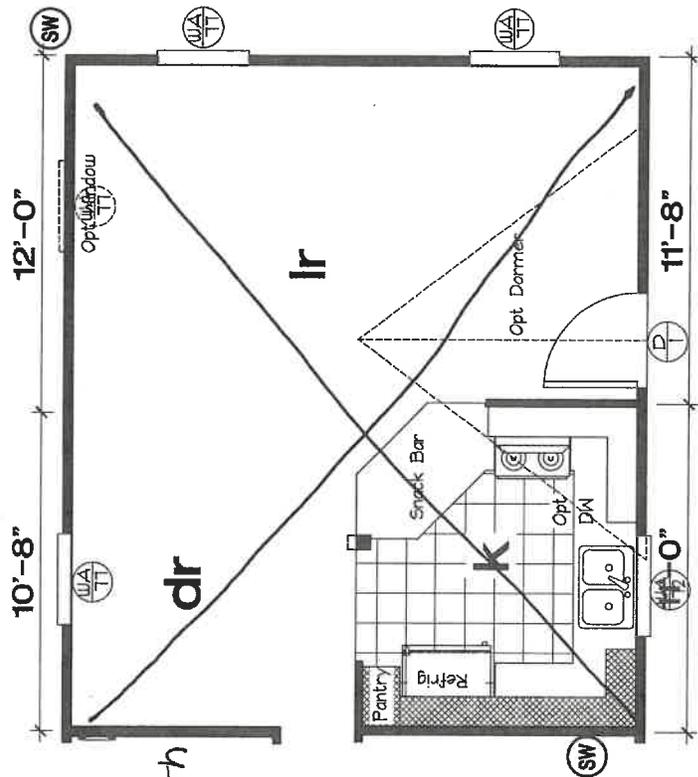
Date:		Signature: <i>Samuel...</i>
		For: <i>Temporary Home</i>

- ③ Rem. Dishwasher in B.R.m/Living. repl. w/ pullout cutt. board. and Storage.
- ④ 9' ceiling
- ⑤ Add. 12" to master rotate closet to align with 2nd. B. Room.

**Golden Pacific - GP481P**

2 Bedroom, 2 Bath - 944 Sq. Ft.

- ⑥ Upgrade padding under arpt.
- ⑦ Switch: Keep large tub in m.b.th. walk in Shower/no tube in 2nd Bathroom - Option Kitchen
- ⑧ added elec. outlets fr/Back Both ends of home for outside use.



**EXHIBIT "F"**

## CITY OF NORCO STAFF REPORT

**TO:** Honorable Chair and Members of the Planning Commission

**FROM:** Steve King, Planning Director

**DATE:** August 26, 2020

**SUBJECT:** **Conditional Use Permit 2019-10 (Tait and Associates):** A proposal to construct a 3,062 square-foot convenience store with a 982 square-foot automatic carwash, and a 3,096 square-foot fuel pump canopy on property located at the southeast corner of Hamner Avenue and Fourth Street within the Commercial General (C-G) zone (APN 117-180-019, 022).

**Resolution 2020-29** is attached if the Planning Commission determines to approve the project.

**SUMMARY:** This is a proposal to develop a convenience store/service station with an automatic carwash on 1.05 acres at the southwest corner of Hamer Avenue and Fourth Street. The proposed uses require approval of a conditional use permit (CUP) by the Planning Commission.

**PROPERTY DESCRIPTION:** The project site is an rectangular-shaped area consisting of about 1.05 acres/45,738 square feet, having a frontage on the east side of Hamner Avenue of approximately 233 feet, a frontage on the south side of Town & Country Drive of approximately 201.72 feet, and a maximum depth of approximately 271.05 feet (ref, Exhibit "A" – Location Map and Exhibit "B" – APN Map).

The site is currently vacant of buildings, but is paved from a previous parking lot associated with the former Paragon Builders building that has since been torn down. There are existing driveways on Hamner Avenue and Fourth Street from the previous use that would be used for the proposed use as well. The project site is surrounded by properties in the C-G zone developed with commercial uses on all sides, with the exception of the property to the east which has an existing non-conforming residential use (Exhibit "C" – Aerial and Site Photos).

The property primarily drains to the driveways on both streets with most of it going north to an inlet next to the driveway at Fourth Street that connects to a storm drain in the street.

All street dedications, street asphalt, and curb and gutter improvements exist. The site plan shows a cut-out at the northeast corner where the Fourth Street driveway is located. This is former Caltrans right-of-way that was quit-claimed to the City with which the City will quit-claim it to the property owner since it is not needed for street improvements. The project will be required to complete all required off-site improvements including re-construction of existing improvements as needed (e.g. horse trail on Fourth Street).

**PROJECT DESCRIPTION:** The applicant is proposing the development of a service station to consist of a 3,096 square foot canopy over fuel pumps, and a 3,062 square foot convenience store with an attached 982 square-foot automated carwash (ref. Exhibit “D” – Site Plan, “F” – Building Elevations and Color/Materials Key).

The site grade will remain roughly the same although the existing parking lot will be removed and replaced maintaining the accesses to Hamner Avenue and Fourth Street. The project site currently sets above the adjacent non-conforming residences to the east and will continue to do so after the site is developed (approximately two feet higher).

The project includes on-site improvements to consist of driveways, drive aisles, parking (15 spaces), landscaping (14,628 square feet) a trash enclosure etc. Any required public improvements or upgrades to public improvements on Hamner Avenue and Fourth Street will also be provided.

**ANALYSIS:**

Land Use/Noise: The proposed service station with car wash requires approval of a CUP by the Planning Commission. A convenience store by itself is not subject to approval of a CUP. It is, however, being reviewed for compliance with developments standards of the C-G zone in conjunction with the service station.

Attached car washes are allowed as an ancillary use to a fuel service station only; and only after approval of a noise impact study by the City showing compliance with applicable noise standards. The noise study is attached (ref. Exhibit “E”). The noise study determined anticipated decibels using a formula that 12 minutes of every hour would be at the maximum noise output ( $L_{max}$ ) and that 48 minutes of every hour would be 15 dB below the maximum. The same noise energy levels are then “averaged out” over the same time period (1 hour) for a constant level of noise within that hour to determine the potential impact ( $L_{eq}$ ). Because the  $L_{eq}$  is averaged out the level is lower than the  $L_{max}$  as shown in the table below:

Property Line	Distance to carwash	Adjacent Land Use	Predicted Noise Levels (dBA)	
			$L_{max}$	$L_{eq}$
North	75 feet	Fourth Street	68.5	61.9
East	16 feet	Non-conforming Residential	81.9	75.3
South	60 feet	Commercial	70.4	63.8
West	245 feet	Hamner Avenue	58.2	51.6

The issues of concern are the adjacent non-conforming residences to the east and the Fourth Street horse trail to the north. For conforming residential development the goal is to achieve an exterior noise level of 65 dBA or less which can be done here but would require a solid wall of sufficient height that would have to be determined with follow-up noise study. The noise study points out that there is an existing 6-foot block wall there but

the six feet is on the residential side whereas the project side is only about four feet from grade. Since the residential is non-conforming the concept is that eventually the use is replaced with a commercial use that by its nature is more tolerant of higher noise levels eliminating the need for a physical barrier.

The Planning Commission will need to determine if the projected noise levels are acceptable for this location. The project is conditioned to provide noise attenuation based on manufacturer specifications to achieve a maximum 86 dBA, ten feet from the car wash. The other noise concern is the impact to the horse trail on the south side of Fourth Street. The projected  $L_{eq}$  of 61.9 is not considered a significant impact since generally a dBA of 65 is considered safe for horses, similar to humans.

In addition to the development standards of the C-G zone, a service station is subject to development standards as follows:

<b>SERVICE STATION PROPERTY DEVELOPMENT STANDARDS (NMC 18.33.08)</b>	<b>DOES THE PROJECT MEET THIS STANDARD?</b>
<b>RESTRICTIONS:</b>	
1. No more than two service stations at the intersection of Hamner Avenue and a major or collector street.	<b>N/A</b> (Fourth Street is not a collector street)
No service station on Hamner Avenue that is located within 1,500 feet of any other service station.	<b>NO, BUT ALLOWABLE BY EXCEPTION DISCUSSED BELOW</b> (the closest service stations are approximately 633 feet to the south and 1,146 feet to the north)
No more than 1 service station located at the intersections of a major and a collector, collector and a collector, or major and major provided that any such service station shall be at least 2,000 feet from an existing station.	<b>N/A</b> (Fourth Street is not a major or collector street)
No service station shall be located where a local street intersects.	<b>NO, BUT ALLOWABLE BY EXCEPTION DISCUSSED BELOW</b> (Fourth Street is a local street)
No service station shall be located in a site that is not at an intersection.	<b>YES</b> (the project is proposed at the intersection of Hamner Avenue and Town & Country Drive)
<b>EXCEPTIONS TO LOCATION RESTRICTIONS ABOVE (1):</b> A service station may be permitted at any other properly zoned site provided that at least one of the following apply:	
*The lot has frontage on a major or collector and is between a	<b>N/A</b>

freeway on or off-ramp and the next street that intersects with the major or collector street.	(Site is not near an off-ramp)
*The site is part of a comprehensively planned commercial center of over five acres.	<b>N/A</b> (not planned as part of a commercial center)
*A service station that contains a mechanical automobile washing equipment facility may be permitted on any properly zoned site provided the conditions of compatibility are found as required for Section 18.45.14 NMC (CUP) (see Section 18.45.14 analysis below).	<b>YES</b> (Contains an automated carwash)
2. No service station shall be located on a lot less than 22,500 SF in area.	<b>YES</b> (45,738)
3. Artificial surfacing: The entire surface area of the lot shall be covered by paving (except the portion used for landscaping).	<b>YES</b>
4. Landscaping: not less than 5% of total area with 25% of that within the parking area and a minimum 5 feet adjacent to a street.	<b>YES</b> (The C-G zone requires 15% which includes a ten foot wide buffer adjacent to the street. The requirements of the C-G zone supersede and the project is proposing 33% landscaping)
5. Parking: each service station shall have no less than 3 spaces with accessory uses meeting the parking requirements of NMC Chapter 18.38.	<b>YES</b> (15 spaces proposed)
6. Utilities: all utilities to be installed on a service station site shall be undergrounded.	<b>YES</b> (condition of approval)
7. Walls: if a service station site abuts any "A" or "R" zone a solid wall six feet high shall be erected on all interior property lines.	<b>N/A</b> (the site is surrounded by commercial zoning)
8. Trash storage: all storage areas for trash shall be screened from public view.	<b>YES</b> (condition of approval under separate permit)
9. Lighting: all on-site lighting shall be in accordance with NMC.	<b>YES</b> (condition of approval under separate permit)
10. Call detectors: if a service station is located at a street intersection where traffic signal devices are installed Call Detectors shall be installed if deemed needed by the City Engineer.	<b>N/A</b>
11. Location of Service Station Uses: All permitted service station uses, excepting fuel service, shall be conducted wholly within the confines of the main structure.	<b>YES</b>
12. Sale of fuel: diesel and propane gas may be sold if approved with the site plan.	<b>YES</b>
13. Signs: all signs shall comply with NMC.	<b>YES</b>

	(condition of approval under separate permit)
14. Rental of Utility Trailers and Autos: utility trailers and autos may be rented on-site provided they are located on an artificially surfaced area.	<b>N/A</b> (not proposed)
15. Noise: no service station use shall be conducted at any time to cause noise resulting in discomfort to any reasonable person of normal sensitivity.	<b>YES</b>

**ANALYSIS PER NORCO MUNICIPAL CODE (NMC) CHAPTER 18.45 (CUP):** The NMC states: *“The purpose of the CUP is to review the location, site development, and/or conduct of certain land uses (and buildings). These are uses which generally have a unique and distinct impact on the area in which they are located, or are capable of creating special problems for adjacent properties unless given special review and special conditions. A Conditional Use Permit may be granted at the discretion of the Planning Commission, and is not the automatic right of any applicant.”*

The CUP application requires certain information from the applicant so that the Planning Commission can make its determination. The table below summarizes the required information and whether the information was provided:

<b>CUP APPLICATION REQUIREMENTS (18.45.06)</b>		<b>DID THE APPLICANT PROVIDE THE INFORMATION?</b>
1,2	The name and address of the applicant; evidence of ownership and/or permission to make application; legal description; fees.	<b>YES</b>
3	Nine (9) copies of a Site Plan, containing all the information required by Section <u>18.40.08</u> (CONTENT OF A SITE PLAN).	<b>SEE SITE PLAN ANALYSIS BELOW</b>
4	Such other information as the Planning Commission or City Council may require, including but not limited to market studies, design studies, engineering studies, and evidence of the ability and intention of the applicant to proceed with construction in accordance with approved plans within one year from the approval of the Conditional Use Permit.	<b>N/A</b> (no additional studies requested at this time)
5	Responsibility for Accuracy. The applicant shall be solely responsible for the accuracy of information submitted as part of his application. Submission of inaccurate plans, legal descriptions, surrounding property owners list, and other information shall be cause for invalidation of all actions regarding his petition.	<b>YES</b>
6	Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records	<b>YES</b>

	of the City, and there shall be attached to each such application copies of all reports, notices and actions pertaining thereto.	
	18.45.08. The Commission shall cause to be made such investigation of facts bearing on the application for a Conditional Use Permit as will provide necessary information to assure that the action on each such application is consistent with the intent and purpose of this Ordinance.	<b>PC Discretion</b>
	18.45.10. In considering the Conditional Use Permit application, the Commission, and Council on Appeal, shall review the proposed plans under the terms and criteria of Chapter <u>18.40</u> (SITE PLAN REVIEW), and Chapter <u>18.41</u> (ARCHITECTURAL REVIEW) if applicable.	<b>SEE CHAPTER 18.40 AND 18.41 ANALYSIS BELOW</b>

**ANALYSIS PER NMC CHAPTER 18.40 (SITE PLAN):** The CUP application requires the submittal of information based on required information for a site plan analysis. The intent of a site plan analysis is to provide for development of property in accordance with the general purpose of the Zoning Ordinance, as well as determine compliance with the property development standards stated in the Ordinance. It is further intended to provide for the review of those developmental qualities which are not subject to precise statement; all as a part of the City’s desire to maintain its unique rural environment and atmosphere. The table below lists the required information for a site plan analysis:

<b>CONTENT OF A SITE PLAN (18.40.08)</b>		<b>IS THE INFORMATION PROVIDED ON THE SITE PLAN?</b>
1-6	Lot Dimensions; existing and proposed buildings; yards and spaces; walls, fences, landscaping, and irrigation; off-street parking and internal circulation for cars, horses (as applicable), and pedestrians.	<b>YES</b>
7	All existing and proposed signs, including the location, size, height, location and nature of supports and material composition of sign and supports.	<b>NO</b> (under separate application later)
8	All existing and proposed loading zones and internal circulation for loading vehicles	<b>YES</b> (ref. Site Plan Exhibit)
9	All existing and proposed lighting, including the location and general nature of both offsite and onsite lighting; the proposed intensity thereof and diffusion thereof.	<b>NO</b> (under separate application later)
10	All existing and proposed street or trail dedications, and improvements thereon, including the location, and nature of street or trail improvements.	<b>YES</b>

11	All existing and proposed outdoor and indoor storage activities, including but not limited to the nature of such storage, its location, proposed height and type of screening for such including the design and material composition thereof.	<b>N/A</b> (no outdoor storage proposed or permitted)
12	All existing and proposed drainage and grading onsite and offsite, including the location of the drains, their type and dimensions.	<b>YES</b> (a precise grading plan will be required for approval before any building permits are issued)
13	All existing and proposed waste disposal facilities, including the results of any percolation tests for on-site septic tank use.	<b>N/A</b>
14	Such other data as may be required by the Planning Director to enable the Planning Commission to make a proper review and take action thereon.	<b>N/A</b> (none required at this time)
	<b>PROCEDURE FOR SITE PLAN REVIEW AND APPROVAL (18.40.10.)*</b>	<b>IS INFORMATION AVAILABLE FOR PC DECISION?</b>
	* Site Plan review procedures are superseded by CUP procedures that require a public hearing.	<b>YES</b> (see explanation) ←
	<b>FACTORS TO CONSIDER IN SITE PLAN REVIEW (18.40.10; 5)*</b>	
	(a) Compliance with all applicable requirements of the zoning ordinance.  * Minimum zoning requirements are met for the C-G zone but the Planning Commission (PC) has discretion to determine if the project meets the intent and purpose of the zone in addition to the minimum requirements.	<b>YES</b> (see explanation) ←
	(b) Overall site design and architectural quality insofar as it relates to the intent and purpose of this Ordinance (Zoning), and to the general nature of the area in which the development is to be located.	<b>YES</b> (PC discretion)
	(c) If a Variance or Conditional Use Permit is being considered, a site plan review shall be for the purpose of determining compliance with the circumstances necessitating said Variance or Conditional Use Permit in addition to those otherwise required by this Ordinance.	<b>YES</b> (PC discretion)

**ANALYSIS PER CHAPTER 18.41 (ARCHITECTURAL REVIEW):** The intent and purpose of architectural review is to insure the development of the community in an orderly manner with compatible uses and appearances of structures within zones, and with the natural rural environment, to stabilize and maintain property values and encourage permanence of desirable residential areas.

The applicability of architectural review is that while encouraging the broadest possible range of individual and creative design, and without depriving a property owner of an efficient and full use thereof which is otherwise lawfully allowed, all CUP and variance applications shall be governed by this chapter. Architectural review is needed to assure that the nature and appearance of any use and development is compatible and harmonious to the use and enjoyment of surrounding properties.

In addition to the elements required per the site plan review process discussed above, an architectural review needs additional items for the Planning Commission to make its determination. The table below lists the additional criteria required by the NMC and identifies if the applicant provided said information:

<b>CONTENT OF REQUIRED PLANS (18.41.06)</b>	<b>DID THE APPLICANT PROVIDE THE INFORMATION?</b>
Exterior elevations and architectural features.	<b>YES</b>
The nature, texture, and color of all materials to be used.	<b>YES</b>
Other information as required by the Planning Director to enable the Planning Commission to make a proper review.	<b>YES</b> (none requested other than comments from the Project Review Board (PRB), which expressed no concerns over the architecture and had no recommendations for changes.)

The architectural review shall include consideration for the following:

<b>CRITERIA FOR ARCHITECTURAL REVIEW AND APPROVAL (18.41.10)</b>	<b>HOW DOES THE PROJECT MEASURE UP TO THIS REVIEW CRITERIA?</b>
The nature of the specific use in a particular zone or geographic area and the requirements of utility for the proposed structure and the proposed use.	PC discretion. The proposed building is designed to meet its utility purpose as a service station/convenience store with an attached carwash. In this analysis the Planning Commission should consider if the proposed project meets the utility intent of the use on this site.
Site dimensions with relation to the proposed structure and the required utility thereof.	PC discretion. The project meets the development standards of the C-G zone

		and is designed to accommodate the required automatic carwash.
	Adequacy, conformity, and harmony of external design, colors, materials and architectural features with neighboring structures.	PC discretion. The proposed project has been designed to incorporate elements and materials for a western theme.
	Adequacy, conformity, and harmony of the proposed improvement with existing or permitted improvements on neighboring sites. Compatibility with established design parameters.	PC discretion. The project site is surrounded by commercial uses on three sides which some have similar architectural elements for western design. The existing residential uses to the east are non-conforming.

<b>BUILDING ARCHITECTURE (18.41.11)</b>		<b>HOW DOES THE PROJECT MEASURE UP TO THIS REVIEW CRITERIA?</b>
	Building architecture shall reflect a desired western theme and identity. Qualities that reflect the western theme can be described as rural, informal, traditional, rustic, low profile and equestrian oriented.	PC discretion. As stated before the proposed project has been designed to incorporate a western theme that was approved by the ARC.
	A massive building is a quality that is considered inconsistent with a western theme.	PC discretion. The proposed buildings are adequate for the use and are small enough to incorporate elements for a western theme.
	<b>18.41.11(1), THE FOLLOWING BUILDING FORMS AND MASSING ELEMENTS SHALL BE CONSIDERED DURING THE ARCHITECTURAL REVIEW PROCESS:</b>	<b>DOES THE PROPOSED PROJECT MEET THESE CRITERIA?</b>
	The basic building form shall be square or rectilinear, accentuated with a covered porch or walk.	<b>YES</b> , the building is rectilinear, but does not include a covered porch
	Large buildings should be divided into smaller, distinct masses by horizontally staggering walls, changing the roof line, inserting windows and doors, and applying wood siding in different directions.	<b>YES</b> , the buildings are not large but are proposed with articulation along both horizontal and vertical planes of the buildings.
	Flat silhouettes should be avoided. Buildings and building complexes should be of variable heights to add visual interest.	<b>YES</b> , see comment above.
	Right angles shall predominate over curved walls or arches.	<b>YES</b> , there are no curved walls or arches.
	Massing, window patterns, support posts and roof forms shall be symmetrical or	<b>YES</b> , the proposed windows and doors are balanced along the building facades.

	symmetrically spaced.	
	Openings in walls shall not exceed 40% of any wall surface.	<b>YES</b> , the openings/windows/doors for the front elevation of the store do not exceed 40 percent. The entrance and exit of the carwash building exceed 40 percent on those faces, however, it is designed for function of the proposed use. The PC has discretion to require any changes.
	Expression of floor levels in structure and ornamentation is encouraged through the use of such features as second floor balconies, upper level windows and exterior staircases.	N/A
	<b>18.41.11(2), PERMITTED MATERIALS</b>	<b>DOES THE PROJECT USE THESE MATERIALS?</b>
	Uniform materials and consistent style shall be reflected on all exterior elevations.	<b>YES</b> , balanced materials and colors across the building elevations.
	The primary exterior material of the building shall appear to be wood siding or adobe. Plaster, river rock, flag stone, wrought iron, and brick may be used for architectural accent material only	<b>YES</b> , the facades incorporate a mix of siding that mimics wood (both horizontal and vertical patterns) with a stone veneer wainscot.
	Where wood is utilized in exterior elevations, it shall be pressure treated.	<b>YES</b>
	Roofs shall be constructed of metal, concrete or asphalt tiles that simulate wood shingle.	<b>YES</b> , a metal standing seam roof is proposed
	Exterior siding, rafter tails, beams, posts, trim and decking may be constructed of rough sawn lumber.	<b>N/A</b>
	The underside of eaves, porches and boardwalks shall be wood planking.	<b>N/A</b> (metal roofing).
	Exterior paving materials for courtyards, patios, and other outdoor gathering areas may utilize brick, interlocking concrete pavers, quarry tile, fired "mexican" pavers and stone.	N/A, the project is not designed with outdoor gathering areas outside of parking and sidewalk areas.
	Chimneys shall be constructed of brick, except for wood burning stoves, in which case exposed flues are permitted.	Not proposed.
	<b>18.41.11(3), RESTRICTED/PROHIBITED MATERIALS</b>	<b>DOES THE PROJECT USE THESE MATERIALS?</b>
	Highly finished wood ornament.	No
	Wood lattice.	No

Metal with a shiny surface, standing seam metal roof OK.	No, metal light fixtures are oil-rubbed.
The use of vinyl, masonite, and aluminum siding may be used when they are simulated to look like wood.	Yes, fiberon, simulated lap siding.
Porcelain, plastic, and other manufactured materials.	No
Exposed metal columns.	No
Prefabricated metal stairs.	No
Asphalt courtyards, patios.	No
<b>PERMITTED COLORS</b>	<b>DOES THE PROJECT USE THESE COLORS?</b>
Stains on unpainted wood.	N/A
Earth tones.	Yes, earth tones (see Elevations).
Darker and lighter shades for ornamentation.	Yes, see comment above
Gutters, downspouts, etc. to match rooves or walls.	Yes
<b>RESTRICTED/PROHIBITED COLORS</b>	<b>DOES THE PROJECT USE THESE COLORS?</b>
Barn red limited to barn-like structures.	No
Bright primary colors.	No
More than one accent color.	YES, for the roof trim. The PC will have to determine colors are appropriate
Fluorescent colors.	No
<b>OTHER STYLE/DETAILING ELEMENTS AND FAÇADE DETAILING FOR CONSIDERATION</b>	<b>DOES THE PROJECT USE THESE ELEMENTS?</b>
Post and beam construction, knee bracing, balconies, wood ornamentation, decorative elements (weather vanes, windmills, etc.),plaster, horizontal siding or board and batten siding.	Yes

As noted, the project was provided to the ARC and both approved the theme and design.

**ANALYSIS PER APPLICATION INFORMATION:**

On page 3 of the Application (ref. Exhibit F) there is a list of environmental questions that the applicant is requested to answer “yes” or “no” to whether the project will create specific impacts. The applicant answered no to all of the questions. However these questions need to be considered by the Planning Commission in its discretion to approve

or deny the request. In staff’s review two of the “no” answers should be considered by the Planning Commission in its discretion:

	<b>APPLICATION (ENVIRONMENTAL INFORMATION FORM “I”)</b>	<b>IS A “NO” RESPONSE TO POTENTIAL IMPACTS APPROPRIATE FOR THE SCALE OF THE PROPOSED PROJECT?</b>
23	Change in scenic views or vistas from existing residential areas of public lands or roads.	PC discretion
24	Change in pattern, scale or character of general area of project.	PC discretion. The question that needs to be considered is if the project and use are compatible with the commercial area.

**ANALYSIS PER ZONING REQUIREMENTS:**

<b>DEVELOPMENT STANDARDS (C-G ZONE)</b>	<b>DOES THE PROJECT MEET THIS STANDARD?</b>
Minimum Street Side Setback: Building setback: 25 feet Parking Setback: 10 feet Minimum Interior Setback: 0 feet Minimum Rear Setback: 0 feet	Yes (10-foot parking buffer must be landscaped)
Maximum building height: 35 ft.	Yes, 23 ft. to top of parapet on convenience store
Lot coverage: none	Yes
Landscaping: not less than 15% of total lot area.	Yes, proposed landscaping is at least 33% of total lot area.
Parking: 1:250 (convenience store) = 15 Service Station= 3 Total required spaces: 20	Yes, 15 spaces proposed.
Trash enclosure	Yes
Mechanical equipment screening (roof and ground)	Yes, project is conditioned for screening.

**ANALYSIS FOR NMC CHAPTER 18.45 (CUP) FINDINGS:** The Planning Commission has discretion to approve, change, or deny a CUP. From the Governor’s Office of Planning and Research (OPR) a CUP allows the Planning Commission to consider special uses which may be essential or desirable to a particular community, but which are not allowed as a matter of right within a zoning district. That decision is required to be made through a public hearing process. A CUP can provide flexibility within a zoning ordinance and is also used to control certain uses which could have a detrimental effect on the community.

Chapter 18.45 of the NMC requires the following findings to approve a CUP:

*The Commission in granting a Conditional Use Permit may establish conditions under which a lot or parcel of land may be used or a building erected and/or altered, or make requirements as to right of-way dedications, architecture, height of building, open spaces, parking areas, and conditions of operation of any enterprise or make any requirements that the Commission may consider necessary to prevent damage or prejudice to adjacent properties, or detriment to the welfare of the community.*

*Before a Conditional Use Permit may be granted, the Commission, or Council upon appeal to it, shall make a finding from the evidence as submitted, that all four of the following conditions exist in reference to the property being considered:*

<b>CONDITIONS NECESSARY TO GRANTING A CUP (18.45.14)</b>		<b>CAN THIS FINDING BE MADE FOR THIS PROJECT?</b>
1	The requested Conditional Use Permit will not adversely affect the General Plan or the public convenience or general welfare of persons residing or working in the neighborhood thereof.	The project meets the minimum development standards for a service station in the C-G zone, and the Planning Commission needs to determine if the proposed structures meet the intent of the zone to “allow retail and commercial uses that are centered around retail, eating and drinking establishments, and entertainment to serve the needs of the community.”
2	The requested use will not adversely affect the adjoining land uses and the growth and development of the area in which it is proposed to be located.	The project is exempt from CEQA but the Planning Commission needs to determine if the proposed project meets the intent of the NMC in terms of architecture, and if the proposed uses have the potential to impact adjoining properties.
3	The size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area.	The project meets the minimum development standards and no waivers are being requested. The Planning Commission needs to determine that Findings 1 and 2 can be made so that this finding can be made also.
4	The traffic generated by the proposed use will not impose an undue burden upon the streets and highways in the area.	Hammer Avenue is a major arterial that was designed to accommodate heavy traffic and traffic generated by commercial uses along on Hamner Avenue.

**PROJECT REVIEW BOARD (PRB):** The PRB reviewed this project on December 18, 2019. All of the comments discussed at the meeting have been reflected in the design of the project or incorporated into the conditions of approval.

**IMPACT ANALYSIS PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):** There are categories of projects identified in CEQA (categorical exemptions) for

which if a project meets the definition criteria it is exempt from CEQA review. One of those categories is "In-Fill Development", provided they meet the following criteria: 1) consistent with the General Plan and Zoning designations; 2) within City limits on a project site of no more than 5 acres; 3) project site has no value as habitat for endangered, rare, or threatened species; 4) the project will not have any significant effects relating to traffic, noise, air quality, or water quality; 5) the site can be served by all required utilities and public services.

The recommendation is that this project is categorically exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines pursuant to Class 32 (Infill Development Projects).

**ADDITIONAL ITEMS FOR CONSIDERATION/DISCUSSION:** The project site is adjacent to the horse trail on Fourth Street and like other commercial developments adjacent to trails (e.g. Sixth Street and the Norco Village Square) the project has been conditioned to provide a corral area within the landscaped area on Fourth Street for approval at staff level.

Given the historical events that happened when the previous building was a bank building the project has been conditioned to provide a monument/artwork of the Norco bank robbery to honor the fallen officer. The monument would be for approval by the Planning Commission.

Attachment: Resolution 2020-29

Exhibit "A" – Location Map

Exhibit "B" – APN MAP

Exhibit "C" – Aerial and Site Photos

Exhibit "D" – Site Plan, Floor Plan, Roof Plan, Building Elevations (black and white, color), Colors and Materials Key (Sheets A3.1C, A3.2C)

Exhibit "E" – Noise Study

## RESOLUTION 2020-29

**A RESOLUTION BY THE PLANNING COMMISSION OF THE CITY OF NORCO, CALIFORNIA GRANTING WITH CONDITIONS A CONDITIONAL USE PERMIT TO ALLOW THE DEVELOPMENT OF A SERVICE STATION/CONVENIENCE STORE AND AUTOMATED CAR WASH ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF HAMNER AVENUE AND FOURTH STREET WITHIN THE COMMERCIAL GENERAL (CG) ZONE (APN 127-180-019, 022)**

WHEREAS, TAIT AND ASSOCIATES initiated an application for a conditional use permit to the City of Norco, California, under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code for the development of a service station on property generally described as:

That portion of Lot 2, in Block 25, Riverside Orange Heights, Tract No. 2, in the City of Norco, County of Riverside, State of California, as per Map recorded in Book 7, Page 54, of maps, in the Office of the County Recorder of said county; beginning at the northwesterly corner of said lot; thence east 270 feet; thence south 200 feet, thence westerly to a point on the westerly line of said lot, thence northerly to the point of beginning; excepting therefrom the northerly 20 feet beginning at 200 feet east of the northwesterly corner of said lot as conveyed to the State of California by Deed recorded May 13, 1985, as Instrument No. 100572, of Official Records.

More generally described as a rectangular-shaped area of about 1.29 acres, located at the southeast corner of Hamner Avenue and Fourth Street, having a frontage on the west side of Hamner Avenue of approximately 201.72 feet, a frontage on the south side of Fourth Street of approximately 270 feet, a maximum depth of approximately 296.22 feet, and being further identified with the Assessor's Parcel Number of 127-180-019, 022; and

WHEREAS, notice of public hearing on said petition has been given in the manner and for times required by law; and

WHEREAS, at the time set at 7 p.m. on August 26, 2020, within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was advertised for hearing before the Planning Commission for the City of Norco; and

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence, and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines (Class 32).

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS AND DETERMINATION:

I. FINDINGS:

- A. The requested Conditional Use Permit will not adversely affect the General Plan or the public convenience or general welfare of persons residing or working in the neighborhood thereof, by reason that the Norco General Plan designates the site as Commercial Community, and the C-G (Commercial General) zoning designation of the site is consistent with that General Plan designation. The proposed land use is conditionally permitted in this zone and subject to conditions. The use can be operated in a manner so as to be consistent with surrounding uses and future development, and will therefore not have any significant negative effects.
- B. The requested use will not adversely affect the adjoining land uses, and the growth and development of the area in which it is located by reason that the adjoining and surrounding properties are zoned C-G which allows commercial uses. The proposed use, when operated in compliance with the conditions of approval, will be complementary and compatible with surrounding properties and therefore will not have an adverse effect on adjoining properties.
- C. The size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area as the proposed development meets all applicable development standards.
- D. The traffic generated by the proposed use will not impose an undue burden upon the streets and highways in the area, since the City's street circulation system is designed to accommodate traffic demand at land use build-out.
- E. The City of Norco has been determined to be the lead agency for environmental reporting purposes pursuant to State and local environmental guidelines, and has determined that the project is exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines, Class 32.

II. DETERMINATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Norco, California, in session assembled April 12, 2017, that the aforesaid application for conditional use permit is granted, subject to the conditions provided in Section 18.45.14 of the Municipal Code of Norco, and including but not limited to, the following conditions:

1. Approval is based on Exhibit "D" – Site Plan, and Exhibit "F" – Building Elevations dated received August 18, 2020, and incorporated herein by reference and on file with the Planning Division. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Division, for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC), and these conditions of approval, not specifically waived in compliance with City procedures shall constitute cause for beginning immediate and automatic revocation and/or termination of the approvals granted under authority of permit.
4. This approval shall become null and void unless building permits for all construction authorized by this approval have been issued within two (2) years after the granting of such approval, and pursued diligently to completion. Provided, however, that the Planning Director may extend approvals for up to six (6) months, provided that after consulting with the City Engineer and Fire Marshall, it is found that there would be no new requirements due to changes in the Code and the plan as approved meets all present development standards.
5. The subject property shall be developed in accordance with approved plans and specifications on file with the City of Norco Planning Division.
6. The developer shall submit for the necessary permits from the Building Division and pay all applicable City of Norco development fees prior to issuance of any permits.
7. This is not an approval to begin work. No work shall be commenced until the City of Norco has issued building permits and all other appropriate permits.
8. In the event conditions for approval by the Planning Commission or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions

- for approval) to the Planning Division for record purposes for approval of any grading and/or building permits.
9. No occupancy of any building and/or structure shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate.
  10. No expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of operations, shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements therefor.
  11. Building elevations, building colors and materials shall be as approved by the Planning Commission. Minor deviations from the approved colors and materials approved shall be subject to the approval of the Planning Director prior to their application. Material boards and colored renderings shall be presented to the Planning Division as part of the permanent file.
  13. No signs are authorized by approval of this conditional use permit. Any signs proposed for this project shall be submitted to the Planning Division for review and approval. Once signs are approved, building permits shall be obtained from the Building Division for issuance of a building permit.
  14. Approval shall be granted by the Planning Division of all walls and fences, landscaping plans (precise schedule), and exterior lighting prior to issuance of building permits.
  15. The operation of the business shall not violate any federal, state, or local laws or ordinances, including the rules, regulations, and orders of the State Alcoholic Beverage Control Department. Failure to comply with these requirements shall constitute grounds for revocation of the Conditional Use Permit.
  16. All landscaped areas shall be provided with a water-conserving automatic irrigation system. A detailed landscaping and underground irrigation plan which utilizes drought-resistant plants, along with the application fee, shall be submitted to the Planning Division for approval. Such plans shall indicate plant and tree types and sizes, and the location and dimensions of all landscaped areas and irrigation lines. The trees to be installed shall be minimum 36-inch planter box. Shrubs to be installed shall be minimum 5-gallon container. Landscape plans shall include a water budget in accordance with the state Water Conservation in Landscaping Act. The inside dimensions of any designated landscape planters adjacent to parking/maneuvering areas which allow vehicle approaches to overhang into said planter areas shall not be credited towards meeting the minimum landscaped area requirements.

17. The landscaping plan shall include a corral area next to the Fourth Street horse trail for approval by the Planning Division. The entry gate into the corral shall not swing into the horse trail. The corral shall not displace any of the required parking spaces.
18. The project site plan shall incorporate an historical monument/art feature commemorating the Norco Bank Robbery event with the location and design approved by the Planning Commission prior to the issuance of any permits for on-site grading or construction. The feature, as approved by the Planning Commission, shall be installed prior to the issuance of occupancy permits. The historical monument/art feature shall displace any of the required parking spaces.
19. All landscaped areas shall be maintained in a healthy and thriving condition free from weeds, trash and debris as a condition of this approval. The property owner is responsible for maintenance of on-site and off-site landscaping.
20. A detailed on-site photometric lighting plan, and application fee, shall be submitted for review and approval by the Planning Division prior to issuance of building permits. Said plan shall indicate style, illumination, location, height and method of shielding, so as not to adversely affect adjacent properties or streets. On-site lighting shall be directed inward to the project and sheltered from view, as much as possible, from the adjacent property.
21. All ground-mounted utility appurtenances such as transformers shall be located out of public view of the main building area and adequately screened through the use or combination of concrete masonry walls, berms, and landscaping to the satisfaction of the Planning Division.
22. Any mechanical equipment such as: air conditioning, heating or cooling equipment, etc. and/or appurtenant ducts, vents, pipes or cable which are proposed to be mounted either on top of, or outside of, any building or structure shall be subject to review and approval by the Planning Director prior to the issuance of building permits. Plans showing the nature, extent, and location of all such appendages and method of architectural integration, visual, and acoustical treatment of the same shall be submitted to the Planning Division for review and approval prior to issuance of building permits.
23. Trash enclosures shall be designed to meet City standards in the location as indicated on the site plan and/or in a location approved by the authorized waste-hauler. The trash enclosure shall be placed on a concrete pad, covered, and screened on three sides with a six-foot high solid masonry wall and stone veneer to match the convenience store, in conformance with City standards, and shall

be equipped with a six-foot high sight-obscuring gate and "man" entrance, subject to approval of the Planning Division. The trash enclosure shall be a minimum size for two bins, one bin for trash and the other bin for recycling and shall be designed to accommodate an organics container if required and as approved by the City's authorized waste-hauler.

24. The developer and subsequent owners shall participate in recycling programs that are in compliance with state requirements and the City's recycling program, and shall place recycling facilities as approved by the City and the City's waste hauler.
25. The number of required parking spaces shall be maintained for customer and employee parking as required by the Norco Municipal Code. The number of accessible parking spaces shall be provided in accordance with the adopted Building Code. Parking shall remain clear and accessible to the public during normal business hours.
26. All parking stalls shall be 9'x20' in size with a maximum two-foot overhang into the designated landscape planters where applicable. This project is not required to provide a loading zone.
27. There shall be no sound amplification system provided which projects sound outside the confines of the building except as may be specifically approved by the Planning Director upon application for such system. In the event of approval of any such system, technical details of the system (i.e., loud speaker, paging, etc.) shall be subject to review and approval by the Planning Director prior to installation. Provided further, that sound levels shall be controlled as to not exceed 55 PndbA (CNEL) at property line, and shall be so certified by a registered acoustical engineer.
28. Prior to the issuance of a building permit the applicant shall provide a noise study on the car wash with attenuation measures as needed to reduce exterior noise levels to no greater than 86 dBA ten feet from the carwash. A final noise study shall be submitted which shall be certified by a registered acoustical engineer incorporating attenuation measures as approved by the Planning Commission.
29. Any stop work order caused by a failure to make application for building permits with the City of Norco may be cause for a revocation hearing to be scheduled.
30. The proposed project lies within the Western Riverside Council of Governments (WRCOG) area-wide Multi-Species Habitat Conservation Plan (MSHCP). The City has adopted the MSHCP program, and this project shall be subject to the payment of these fees prior to the issuance of building permits.

31. A bond or surety device shall be posted and an agreement executed to the satisfaction of the City Engineer and City Attorney, guaranteeing completion of all public improvements. NOTE: Upon acceptance by the City Council of the public improvements and installation of any necessary erosion control devices, the City will release the Labor and Materials bond within 180 days, and reduce the Faithful Performance Bond to 10 percent of the original amount and release it after a period of one year if no liens have been filed and the work remains in satisfactory condition.
32. No construction activity work shall be permitted after 6 p.m. or before 7 a.m., or on Saturdays, Sundays or holidays without prior written approval from the Planning Director.
33. The applicant shall submit a current title report (no more than 30 days old) for the project site showing all existing property ownership, easements and rights of title.
34. A parcel merger application shall be submitted to the Engineering Division for approval, and shall be recorded with the County Recorder prior to the issuance of any permit for on-site grading or construction.
35. Driveway approaches shall be constructed in accordance with City standards as approved by the City Engineer.
36. All on-site drive aisles and parking areas shall be constructed in accordance with City Standards as approved by the City Engineer.
37. Improvements/replacements in the right-of-way (i.e., landscaping in the parkway, improved drive approach, curb, gutter, etc.) shall be provided as determined necessary by the City Engineer to accommodate the project.
38. Encroachment Permits shall be obtained from either the City of Norco for all work in the public right-of-way prior to the start of work. All work shall be done in accordance with City Standards, and/or as otherwise specified to the satisfaction of the City Engineer and completed prior to certificate of occupancy.
39. The applicant shall obtain written authorization granting permission for any work to be completed on property for which the applicant is not the sole owner. A copy of this written authorization shall be submitted to the City Engineer's office prior to start of work.
40. The proposed project is subject to the payment of the Transportation Uniform Mitigation Fee (TUMF) prior to the issuance of building permits unless exempted by ordinance.

41. The applicant shall submit a preliminary soils report, prepared by a California-licensed soils engineer, prior to issuance of grading permit.
42. An on-site precise grading, paving and drainage plan shall be prepared for this project by a registered civil engineer for approval by the City Engineer. Plans shall be on 24"x36" mylar sheets with mass grading and drainage shown at a maximum scale of 1" = 40'. Precise grading information, such as house plots, drainage swales and hardscape may be included if the plan is prepared at 1"= 30' or larger. The applicant's engineer shall submit a rough grade certification stipulating completion of all grading operations in conformance with the approved plan prior to the issuance of building permits
43. Prior to issuance of a grading permit, a complete hydrology and hydraulic study shall be prepared by a registered civil engineer for approval by the City Engineer. Those recommendations of the report, as approved by the City Engineer, shall be incorporated into the public improvement plans and site development plans prior to their approval.
44. The applicant shall participate in any Master Drainage Plan improvement facility identified for the project site and shall be responsible for its construction and shall dedicate those drainage easements to the City as are determined necessary to the City Engineer.
45. The project engineer shall include an erosion control plan as part of the precise grading plan, providing for installation of approved erosion control devices (sandbags, desilting basins, etc.) during all phases of construction. Maintenance of the necessary erosion control devices shall be the responsibility of the applicant. Any emergency repair to these devices performed by City forces shall be billed to the applicant and paid for prior to the release of Certificate of Occupancy.
46. All slopes shall be a maximum of 2:1, unless a slope stability analysis prepared by a registered soils engineer is submitted recommending steeper slope gradients. Review and approval of this analysis shall be at the sole discretion of the City Engineer and in no case shall slopes steeper than 1.5:1 be permitted. Slopes greater than 5 feet in height and slopes adjacent to street right-of-way shall be planted and irrigated with an approved plant material. Review and approval of corresponding landscaping/irrigation plans shall be performed by the Planning Division.
47. A registered civil engineer or landscape architect shall prepare street tree planting, parkway landscaping and irrigation plans on standard size sheets for approval by the Planning Director. Plans shall be submitted at the time of initial

submission of all improvement plans. All street tree installations shall conform to the Street Tree Master Plan as approved by the Parks and Recreation Commission and City Council. Off-site landscaping must be included on the on-site landscaping plans, which shall be submitted for review and approval by the Planning and Engineering Divisions.

48. Street dedications (if not existing) and improvements are required with this project to the required City width and standards for Hamner Avenue and Fourth Street. A registered civil engineer shall prepare street improvement plans on 24" x 36" mylar for approval by the City Engineer. Striping and signing shall be included as part of these plans, when required. Striping and legends shall be thermoplastic paint. A plan check deposit may be required prior to plan checking and standard fees shall be paid prior to plan approval.
49. The applicant shall dedicate all vehicular access rights to Hamner Avenue and Fourth Street, except across driveway openings as indicated on the approved site plan prior to issuance of a building permit.
50. This development shall be served by underground utilities. All utility locations shall be incorporated into the on-site utility plan and shall be prepared on 24" x 36" mylar, by a registered civil engineer, for approval by the City Engineer.
51. The project shall be connected to the City's sewer system; and the applicant shall pay all associated connection fees to the City of Norco, prior to building permit issuance. Grease interceptors shall be required for all food service uses.
52. A clarifier/interceptor on sewer and storm drain connections may be required for the car wash as determined by the Engineering Division.
53. The project shall be connected to the City's water system; and the applicant shall pay all associated connection fees to the City of Norco, prior to building permit issuance.
54. If required by the Public Works Department, the project shall include the installation of purple pipe for ultimate connection to the City's reclaimed water system.
55. The sizing of water meters shall be determined by the Director of Public Works based on water flow calculations.
56. Separate water meters shall be required for each unit within each building and are required to be installed prior to issuance of a certificate of occupancy for each unit.

57. Irrigation lines require reduced pressure backflow preventors to be installed to City standards. A separate water meter shall be provided for landscape irrigation.
58. A preliminary Water Quality Management Plan (WQMP) shall be submitted prior to site grading plan submittal. A Final WQMP shall be submitted and approved by the City Engineer. Prior to issuance of a grading permit, the property owner shall record a Covenant and Agreement, or other approved instrument, with the County-Clerk Recorder to inform future property owners of the requirement to implement the approved WQMP.
59. Prior to the issuance of a grading permit, the applicant's engineer shall prepare and submit a Storm Water Pollution Plan (SWPPP) covering all construction. Maintenance of the necessary erosion control devices shall be the responsibility of the applicant. Any emergency repair to these devices performed by City forces shall be billed to the applicant and paid for prior to the release of certificate of occupancy.
60. The project shall conform to all policies, requirements, and standards of the National Pollution Discharge Elimination System (NPDES) as stipulated and approved by the City of Norco and Riverside County permit. Prior to the issuance of a grading permit, the applicant shall apply for a National Pollution Discharge and Elimination System (NPDES) permit. Proof of compliance (a copy of the Notice of Intent and application fee) shall be submitted to the Engineering Division prior to start of work. No work shall be done that causes a violation of the City-wide NPDES Permit.
61. The applicant shall meet with the Norco Fire Department to determine locations of fire hydrants, red curbing and signage by fire hydrants, Fire Department connections, and designated fire lanes on-site.
62. Fire lanes, turn-around/access any yard hydrants shall be in accordance with the latest edition of the California Fire Code. See the Norco Fire Department Standards for fire lane, fire access, and fire hydrant guidelines.
63. A knock box is required for any building which has multiple tenant spaces or for a building that has multiple entrances.
64. All gates shall be installed in compliance with the 2001 edition of the California Code, Section 902 and approval of the Norco Fire Department is required.
65. Fire Department roof access ladders are required when buildings have a parapet which is four feet or greater. See the Norco Fire Department for "Roof Access" requirements.

66. The developer/general contractor is responsible for reasonable continuous cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on- and off-site. Open fires are not permitted as they pose a hazardous situation; consequently, the developer/general contractor would be cited for this.
67. Complete architectural and structural building plans, including all specifications, shall be submitted to the Fire Department for review prior to the issuance of any building permits. These plans and specifications shall include, but not be limited to, construction type, exits, fire protection equipment, building protection, and interior finish. The developer is responsible for, and shall apply for and receive, all Fire Department permits, paying all necessary fees prior to beginning construction.
68. This review does not provide for hazardous materials storage, use, dispensing, or handling. A Hazardous Materials Information Form shall be completed and returned with Material Safety Data Sheets. Should these manners of use be anticipated, adequate prevention, control, and mitigation of dangerous conditions shall be required.
69. Bulk CO2 for beverage dispensing with tank(s) over 100# need ventilation or alarm per Chapter 6 of CA Fire Code.
70. Fire Department connection for fire sprinkler system within 50 feet of hydrant and positioned so that hose connected between will not obstruct access to incoming fire apparatus – FDC to be at Hamner or Town & Country Drive.
71. Portable fire extinguishers shall be installed in accordance with Fire Department standards prior to occupancy. The developer should contact the Fire Department to determine the exact number, type, and placement required. Where exterior-mounted extinguishers are provided, it is suggested that installation be in recessed cabinets for aesthetics and to reduce theft or vandalism.
72. A fully supervised automatic fire sprinkler system is required for buildings of 2,500 square feet or greater. Supervision must include monitoring to a listed and U.L. certified Central Station. Said system design to include provisions for future tenant improvement, if applicable. Plans must be submitted to the Building Division. (Information sheet available from the Fire Department).
73. All fire suppression systems require a separate submittal and permit for proposed work prior to installation. See Norco Fire Department standards for “Fire Sprinkler Standard” and “Fire Alarm/Monitored Standard”. Fire flow information shall be submitted and acquired prior to system design.

74. The owner/operator shall be responsible for monitoring the fire protection system per California Fire Code Section 907.
75. All roof coverings shall be of fire-resistive materials only (Class A or Class B according to the Uniform Building Code). The Building Division shall approve materials.
76. The following is a list of possible plan reviews necessary for completion of this project. Some of these are "shop drawings" and specifications done by sub-contractors. Plan review fees and permit fees may apply - check with the Fire Department for confirmation.
  - Building Architectural Plans
  - On-Site Water & Fire Hydrant Utility Plans
  - Detailed Site Plan with Islands and Drive Aisles
  - Fire Sprinkler
  - Fire Alarm/Sprinkler Monitoring
  - Fire Lanes
  - Flammable Liquid/Hazardous Materials
77. Approved numbers or addresses must be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers must contrast with their background. The minimum sizes of the numerals shall be as specified by the following:
  - Industrial/Commercial: 12-inch height minimum on building located front and rear and 6-inch minimum height on suites, both front and rear doors.
78. Owner must file an emergency notification form with the Sheriff's Department prior to obtaining certificate of occupancy.
79. The applicant shall comply with all applicable requirements of the Planning, Engineering, Building and Safety Divisions; and the Fire and Sheriff Departments; and all other applicable departments and agencies.
80. The City maintains the option to open an investigation of compliance for this Conditional Use Permit at any time.
81. A construction screening fence shall be installed and maintained for the duration of construction on site.
82. It is hereby established that it shall be grounds for revocation of this conditional use permit if the permittee, his agent or assigns, or employee(s) of his establishment, or any other person connected or associated with the permittee or

his business establishment, or any person who is exercising managerial authority of the business establishment has:

A. Violated any rule, regulation or condition of approval adopted by the Planning Commission relating to the conditional use permit; or

B. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety and general welfare of the public or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in creating an increased demand for public services

83. It is hereby established that it shall be grounds for revocation of this conditional use permit if the permittee, his agent or assigns, or employee(s) of his establishment, or any other person connected or associated with the permittee or his business establishment, or any person who is exercising managerial authority of the business establishment has:

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on August 26, 2020.

---

Patricia Hedges, Chair  
Planning Commission  
City of Norco, California

ATTEST:

---

Steve King, Secretary  
Planning Commission  
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was regular duly and regularly passed and adopted by the Planning Commission of the City of Norco at a meeting thereof held on August 26, 2020, by the following roll call vote:

AYES:

NOES:

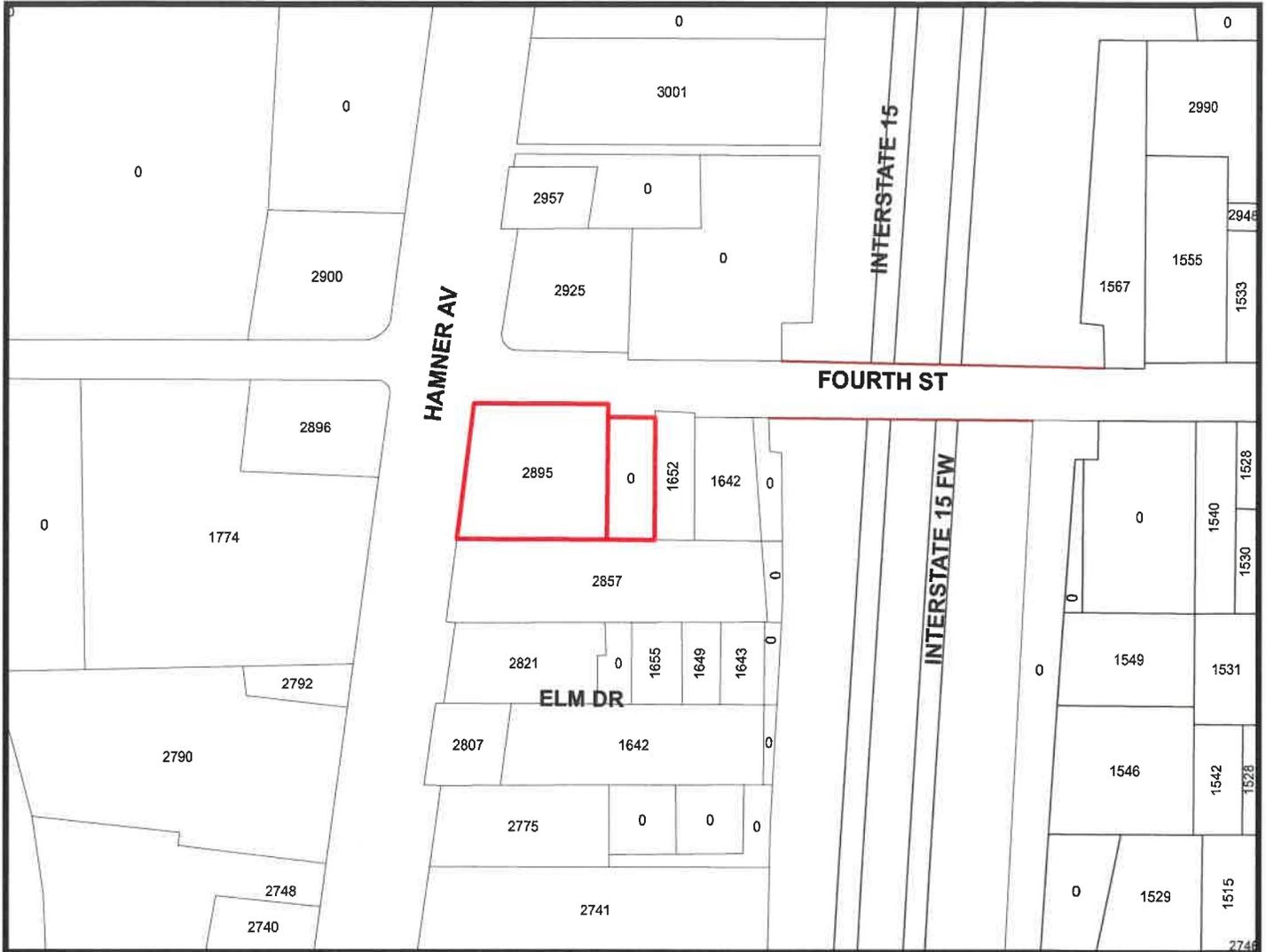
ABSENT:

ABSTAIN:

---

Steve King, Secretary  
Planning Commission  
City of Norco, California

# Location Map



Not to Scale



**PROJECT:** Site Plan 2019-10

**APPLICANT:** Tait and Associates c/o & Eleven

**LOCATION:** 2895 Hamner Ave

## Exhibit "A"

# APN MAP



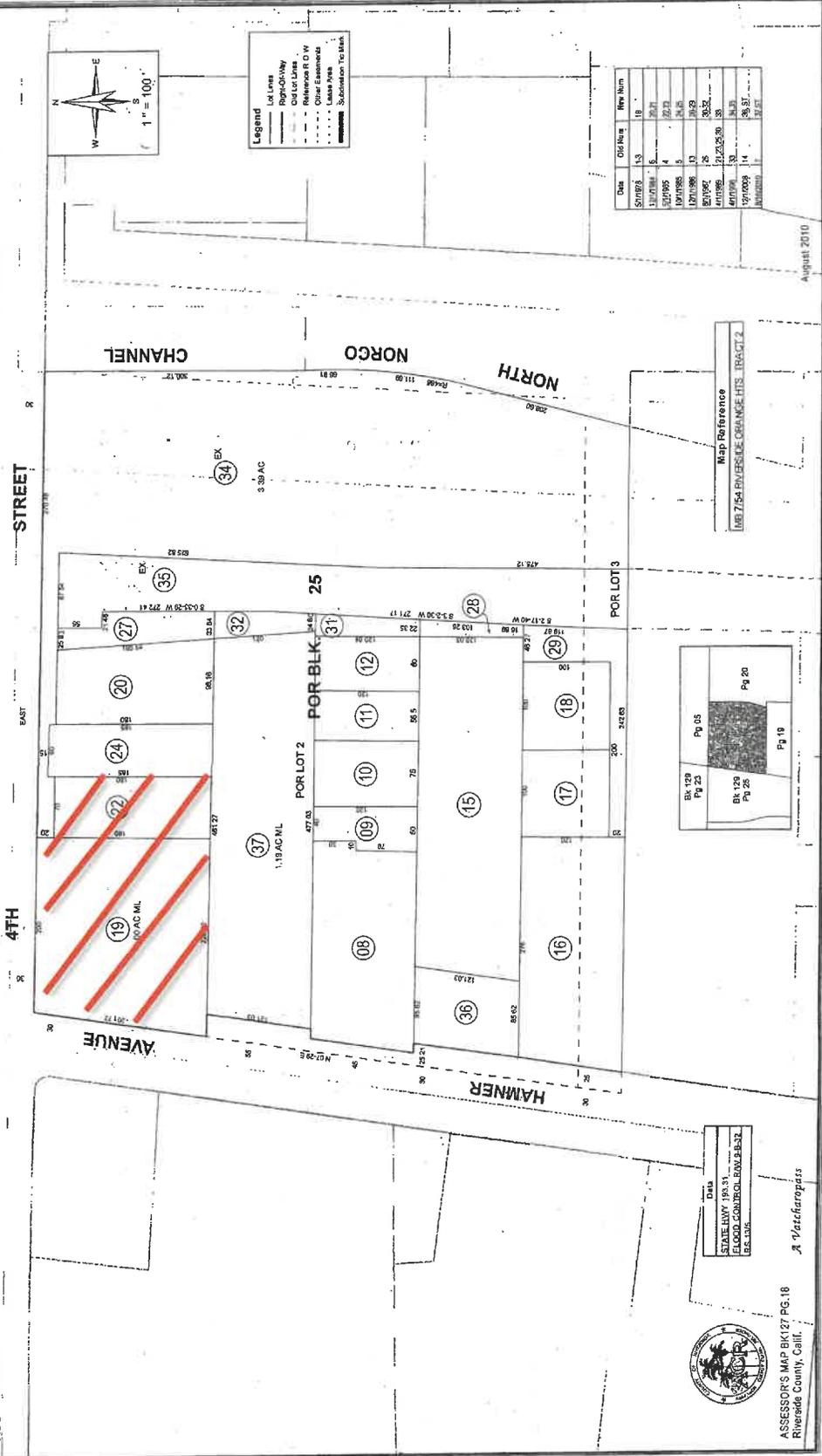
127-18  
9-14

T.R.A. 015-007

POR SEC 7 T 3S R 6W  
POR SEC 12 T 3S R 7W  
CITY OF NORCO

AUG 3 0 2010

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



## Exhibit "B"



Exhibit 

# CITY OF NORCO STAFF REPORT

**TO:** Honorable Chair and Members of the Planning Commission

**FROM:** Steve King, Planning Director

**DATE:** August 26, 2020

**SUBJECT:** Approval of a Development Agreement for Palomino Business Park a 116-acre project area (4 phases) with 2,050,000 square feet of new building space with up to 35 industrial/office buildings and 3 commercial buildings.

**RECOMMENDATION:** Recommend that the City Council approve the Development Agreement.

**BACKGROUND/ANALYSIS:** On June 17, 2020 the City Council approved all the related entitlements for the Palomino Business Park (Site Plan 2017-15, Specific Plan 90-01, Amendment 14, CUP 2019-11, TTM 37681) from a recommendation of approval by the Planning Commission. It is being proposed now that the City and Cap Rock Partners enter into a Development Agreement (DA) that outlines the responsibilities of the City and Cap Rock Partners as related to the actual development of Palomino Business Park (Project).

This includes development impact fees, public and private improvements that need to be completed by Cap Rock Partners in Phase 1 of the project, reimbursement by the City to Cap Rock Partners for public improvements that are not the responsibility of the developer but are being provided by the developer, and a public benefit contribution in consideration for the approval of the various entitlements and potential impacts from the project on public safety, historic resources and others.

The term of the Development Agreement shall last for an initial ten (10) years from the Effective Date. The initial term can be extended by another five (5) years if needed. All public improvements including streets, horse trails, traffic signals, sidewalks, parkways and water infrastructure facilities are to be completed by Cap Rock Partners in Phase 1. The highlights of the improvements are summarized below.

The Palomino Business Park was approved with the condition that "complete streets" be constructed around the project site (Pacific Avenue, Second Street, Mountain Avenue, and First Street) meaning complete street reconstruction for the entire width of the street, both the project side of the street and the public (non-project) side of the street. Exhibit E-1 shows the improvements that will be completed by the project developer. All of the project's adjacent trails on Pacific Avenue, Second Street, Mountain Avenue, and First Street are to be constructed by Cap Rock in the public right-of-way and will be maintained by an owners association for public use.

**Pacific Avenue:** Even though there is no project access from Pacific Avenue, the developer is still responsible for street improvements on the east side of the street adjacent to the project and that includes a horse trail. The west side of the street fronts onto residential properties and is not a part of the project; however, the developer will provide street improvements within the public right-of-way on that side of the street as well and will be reimbursed accordingly for the cost of those improvements.

**Second Street:** Even though there is no project access from Second Street the developer is still responsible for street improvements on the south side of the street adjacent to the project site plan and that also includes a horse trail. The north side of the street fronts onto residential properties and is not a part of the project; however, the developer will provide street improvements within the public right-of-way on that side of the street as well and will be reimbursed accordingly for the cost of those improvements. A small section of the south side of the street close to Pacific Avenue is not a part of the project and right-of-way for full street improvements does not currently exist. The developer will still provide asphalt and striping in front of those lots as can be accommodated within the current right-of-way and the cost for that will be reimbursed by the City to the developer.

**Mountain Avenue:** The west side of Mountain Avenue between First and Second Streets is where most of the project access points are located. The developer is responsible for street improvements on this side that includes a horse trail. Much of the east side of Mountain Avenue is also owned by the project proponent and is adjacent to future Phase 3; however this side of the street will also be improved in Phase 1 where the right-of-way for full street improvements already exists or can be dedicated by the developer. The City will provide no reimbursement for these improvements.

**First Street:** The north side of First Street between Mountain and Pacific Avenues is part of the project in Phase 2. There is one access drive for the business park and one future access drive for the commercial center (Phase 4). The developer is responsible for street improvements on this side that includes a horse trail, all to be done in Phase 1. Half of the south side of First Street is also owned by the project proponent adjacent to the detention basin and is part of Phase 1. The portion of First Street that is not project adjacent will also be improved in Phase 1 where the right-of-way already exists. The costs for street improvements on those portions of the street that are not the responsibility of the developer, but will be completed by the developer with the rest of the street improvements during Phase 1. The cost will be reimbursed to the developer by the City.

**Traffic signals at First Street and Mountain Avenue and at Second Street and Mountain Avenue:** These two traffic signals are warranted when the project gets built out but are being constructed during Phase 1 of the development along with all of the street improvements. There will be reimbursement of construction cost from the City limited to the amount included in the City's 2014 Master Facilities Study. There is a third traffic signal to be installed at the main project entry on Mountain Avenue between First and Second

Streets that is not warranted by traffic forecasts but the developer is choosing to install and so will be completely funded by the developer.

**Public water lines:** In addition to private water infrastructure on-site the developer is providing new public water mains in Mountain Avenue and First Street. The cost of the water main in First Street will be reimbursed by the City to the developer whereas the main in Mountain Avenue is full cost to the developer.

**Development impact fees:** The developer is responsible for the payment of impact fees which are in effect at the time building permits are issued. There is nothing in this Development Agreement that prohibits the City from increasing its impact fees during the term of the agreement.

**Public benefit contribution:** In consideration for the approved entitlements that benefit the developer and to defray other potential impacts from the development on public safety, historic resources, etc., the developer is proposing to make public benefit contribution in the amount of \$2 million to the City to be used by the City for any legal public purpose. The developer is proposing to contribute \$240,000 to fund various improvements as identified in the Development Agreement at Ingalls.

Attachments:     Resolution 2020-33  
                       Draft Development Agreement

## **RESOLUTION 2020-33**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NORCO, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE THE DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF THE PALOMINO BUSINESS PARK A 116-ACRE PROJECT AREA (4 PHASES) WITH 2,050,000 SQUARE FEET OF NEW BUILDING SPACE WITH UP TO 35 INDUSTRIAL/OFFICE BUILDINGS AND 3 COMMERCIAL BUILDINGS. (SITE PLAN 2017-15, SPECIFIC PLAN 90-01, AMENDMENT 14, CUP 2019-11, TTM 37681)**

WHEREAS, the City of Norco and Cap Rock Partners are proposing to enter into a Development Agreement under the provisions of Chapter 4.02 of the Norco Municipal Code,

WHEREAS, the petition for the Development Agreement was duly submitted to the City of Norco Planning Commission for review and approval at a public hearing for which proper notice was given; and

WHEREAS, at the time set; at 7 p.m. on August 26, 2020 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said Planning Commission considered the aforesaid petition for Development Agreement and received both oral and written testimony pertaining to said application; and

WHEREAS, at said time and place, said Planning Commission heard and considered both oral testimony and written evidence; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the project is consistent with the Environmental Impact Report that has been approved and certified for Palomino Business Park ((Site Plan 2017-15, Specific Plan 90-01, Amendment 14, CUP 2019-11, TTM 37681)) in accordance with the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines and no further review is needed; and

NOW, THEREFORE, the Planning Commission of the City of Norco does hereby make the following FINDINGS and DETERMINATION:

I. FINDINGS:

- A. The proposed Development Agreement is consistent with the objectives, policies, general land use and programs specified in the General Plan; the Zoning Code, and the Gateway Specific Plan.

- B. The proposed Development Agreement is compatible with the uses that are authorized by the approved entitlements and the Gateway Specific Plan.
- C. The proposed Development Agreement is in conformity with the public necessity, public convenience, general welfare, and good land use practices for the City.
- D. The implementation of the proposed Development Agreement will be beneficial to the health, safety, and general welfare consistent with the policy of the City in respect to development agreements as provided in the Norco Municipal Code.
- E. The proposed Development Agreement will not adversely affect orderly development in the City and will provide for the orderly development of the subject property. The proposed Development Agreement will ensure timely installation of necessary public and private improvements and provide for public services appropriate to each development phase of the project.

II. DETERMINATION:

NOW, THEREFORE, in light of the evidence and testimony presented at the hearing on this application, and in conformity with the findings set forth hereinbefore and with the requirements necessary for the approval of the Development Agreement, the Planning Commission for the City of Norco does hereby recommend to the City Council that said Palomino Business Park Development Agreement be approved ((Site Plan 2017-15, Specific Plan 90-01, Amendment 14, CUP 2019-11, TTM 37681)).

#

PASSED AND ADOPTED by the Planning Commission at a regular meeting held on August 26, 2020.

---

Patricia Hedges, Chair  
Planning Commission  
City of Norco, California

ATTEST:

---

Steve King, Secretary  
Planning Commission  
City of Norco, California

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Norco at a regular adjourned meeting thereof held on August 26, 2020 by the following roll call vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

---

Steve King, Secretary  
Planning Commission

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Norco  
2870 Clark Avenue  
Norco, CA, 92860  
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

---

Space above this line for Recorder's Use Only

**DEVELOPMENT AGREEMENT**

**By and Between**

**City of Norco, a California municipal corporation,**

**and**

**CapRock Acquisitions, LLC**

**a Delaware Limited Liability Company**

**September**\_\_\_\_,2020

**DEVELOPMENT AGREEMENT NO. \_\_**

This Development Agreement (hereinafter "Agreement") is entered into effective as of the \_\_\_\_ day of September, 2020 by and among the City of Norco, a California municipal corporation (hereinafter "CITY"), and CapRock Acquisitions, LLC, a Delaware Limited Liability Company (hereinafter "OWNER"):

**RECITALS**

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.02.010 of the Norco Municipal Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement with respect to the Palomino Business Park project (the "Project") as described in Exhibit "A" (the "Property") and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, OWNER has represented that he/she has equitable interest in the real property that is the subject of this Agreement; and

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

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY staff and the City Council and have been found to be fair, just and reasonable; and

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Palomino Business Park Final Environmental Impact Report (State Clearinghouse No. (SCH No. 2019039132) (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Gateway Specific Plan, as amended; and

WHEREAS, all actions taken and approvals given by 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

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

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

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

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

### **COVENANTS**

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

#### 1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Norco, California, a California municipal corporation.

1.1.3 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.4 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;

- (b) tentative and final subdivision and parcel maps;
- (c) development plan review;
- (d) conditional use permits (including model home use permits), public use permits and plot plans;
- (e) zoning; and
- (f) grading and building permits.

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

1.1.6 "Development Impact Fee" means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, , 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.7 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.8 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

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

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.11 "General Plan" means the Norco General Plan adopted on May 2, 2007, by City Council Resolution No.: 2007-23.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tentative Parcel Map and Site Plan conditions for Parcel Map No. 37681 and Site Plan 2017-15 respectively which are described in Exhibit "E" (the "Infrastructure Improvements Exhibit"). All public improvements required to be constructed by the OWNER shall be completed in Phase 1 to the satisfaction of the City.

1.1.13 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any 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 similar rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

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

1.1.15 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

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

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

1.1.18 "Public Benefit Contribution" means the contribution required by the CITY in consideration for the approval of various entitlements required by Section 4.2.2 of this Agreement due to the impacts of the contemplated improvements on public safety, historic resources and other impacts not covered by Development Impact Fee.

1.1.19 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.5 of this Agreement.

1.1.20 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Gateway Specific Plan," as amended as of the Effective Date.

1.1.21 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.22 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.23 "Substantial Completion" means the improvements are operational and functioning for their intended purposes, as certified by Owner's civil engineer of record and approved by the City Engineer.

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

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E-1a-m, E-2 and E-3 Infrastructure Improvements

Exhibit "EG" – Form of Assignment and Assumption Agreement

Exhibit "G" - Phasing of Development

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) The City conducts a periodic review of the Agreement at least every twelve (12) months from the effective date of the Agreement

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

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

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or

assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned (the "Assignment"). CITY hereby approves the form of Assignment attached hereto as Exhibit "GE".

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1 (the "Assignment and Assumption Agreement"), the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment and execute the Assignment and Assumption Agreement required by Paragraph (b) above that is not made in compliance with this section 2.4.

(d) Notwithstanding the foregoing OWNER shall have the right to assign this Agreement to an Owner Affiliate without notice to the City manager or compliance with the provisions of Section (b) above. The term Owner Affiliate shall mean any of the following:

- (1) any general or limited partnership in which OWNER is the managing general partner.
- (2) any limited liability company in which OWNER is the managing member.

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

- (a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided CITY with the notice and executed Assignment and Assumption Agreement.
- (d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to an ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to an ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY

initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Insubstantial Amendments to Agreement. Any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement or (ii) is a minor revision as that term is used in Section 4.12.6 of the Specific Plan, shall be deemed an "Insubstantial Amendment" and shall not, except to the extent otherwise required by law or this Agreement, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

2.5.2 Technical Amendments. CITY agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at OWNER'S expense, to facilitate OWNER'S negotiations with lenders.

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

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

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

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

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the 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 set forth as surviving this Agreement.

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

Andy Okoro, City Manager  
City of Norco  
2870 Clark Avenue  
Norco, CA, 92860  
Email: aokoro@ci.norco.ca.us  
Phone: (951) 270-5617

with a copy to:

John Harper, City Attorney  
Harper & Burns LLP  
453 S. Glassell Street  
Orange, CA 92866  
Email: jrharper@harperburns.com  
Phone: (714) 771-7728

If to OWNER:

CapRock Acquisitions, LLC,  
c/o CapRock Partners  
2050 Main Street, Suite 240  
Irvine, CA 92614  
Attn: Patrick Daniels  
Email: pdaniels@caprock-partners.com  
Phone: (949) 342-8000

with a copy to:

Manatt, Phelps & Phillips  
695 town Center Drive, 14<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Attn: Roger A. Grable  
Email: rgrable@manatt.com  
Phone: 714-371-2537

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

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

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

3.3.1 Attached hereto as Exhibit "E-1 through E-3" is a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit"). It is contemplated that the development of the Property will proceed in phases. The Owner agrees that all infrastructure identified herein must be completed as part of Phase I. Owner also acknowledges that approval by the

City to move forward with any Phase II permits and construction will be based on the Owner completing all the required infrastructure improvements as part of Phase I.

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

- (a) Exceed the parameters of a minor revision as set forth in Section 4.12.6 of the Specific Plan.
- (b) Alter the permitted uses of the Property as a whole; or,
- (c) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
- (d) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;
- (c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those

codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan ;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

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

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.5.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.6 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities available to provide adequate water, recycled water (if available), storm drain, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.6.1 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E-1. OWNER agrees that no final occupancy permits shall be issued by CITY prior to Substantial Completion of the street Improvements as described in Exhibit E-1. Owner acknowledges that all public street improvements for the entire project, as described in Exhibit E-1, must be completed in Phase 1 of ~~construction.~~For construction. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). Nothing herein shall limit or prevent Owner from obtaining grading, building, or other permits prior to Substantial Completion (other than final occupancy permits). In addition, City agrees to issue temporary certificates of occupancy on a building-by-building basis prior to Substantial Completion if there is reasonable street access to the building in question and there is otherwise no danger to Project occupants' health, safety or welfare.

3.6.2 OWNER agrees that development of the Property shall require the extension of permanent master planned water and water utility improvements as described in Exhibit E-2. OWNER agrees that no final occupancy permits shall be issued by CITY prior to Completion of the water and water Improvements as described in Exhibit E-2. Owner acknowledges that all water and water utility improvements for the entire project, as described in Exhibit E-2, must be completed in Phase 1 of construction. Nothing herein shall limit or prevent Owner from obtaining grading, building, or other permits prior to Substantial Completion (other than final occupancy permits). In addition, City agrees to issue temporary certificates of occupancy on a building-by-building basis prior to Substantial Completion if there is available temporary or permanent water service and there is otherwise no danger to Project occupants' health, safety or welfare.

3.6.1 OWNER agrees that development of the Property shall require the construction of traffic signals as described in Exhibit E-3. OWNER agrees that no occupancy permits shall be issued by CITY prior to Completion of the traffic signals described in Exhibit E-3. Owner acknowledges that all ~~traffic signal-water and water utility~~ improvements for the entire project, as described in Exhibit E-3, must be completed in Phase 1 of construction. ~~Nothing herein shall limit or prevent Owner from obtaining grading, building, or other permits prior to Substantial Completion (other than final~~

~~occupancy permits). City agrees to issue temporary certificates of occupancy on a building-by-building basis prior to Substantial Completion of the traffic signals if there is otherwise no danger to Project occupants' health, safety or welfare.~~

**Comment [GR1]:** Not previously discussed. Please review and comment.

#### ~~3.6.33.6.2~~

~~3.6.43.6.3~~ OWNER agrees that a condition of approval of the Project requires OWNER to construct an equestrian trail, parkway landscape or sidewalk on the perimeter of the Property. The parties agree that the equestrian trails and ~~landscapelandscape~~ parkways shall be a private improvement within the public right-of-way to be maintained by an owner's association to be formed by OWNER ~~but that the general public shall have the right to use the trail subject to reasonable rules and regulations agreed to by the CITY and owner's adopted by the association.~~

#### ~~3.6.53.6.4~~ Reimbursement Agreements – Public Street Improvements.

~~If and to the extent that OWNER constructs, installs or extends any infrastructure and/or facilities that have a capacity, size or extend such infrastructure or facilities in excess of that required for use solely within the Project the street improvements depicted on Exhibit E-1 as being public improvements, the CITY shall enter into an reimbursement agreements with OWNER providing for reimbursement to OWNER for only construction related costs incurred by OWNER in connection with the construction of the public Street Improvements such improvements for that portion of the dedications, public facilities and/or infrastructure that the CITY, pursuant to this Agreement, may require pursuant to the Existing Land Use Regulations, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project or development on the Property. Such~~ The amount of the reimbursement shall be determined by the City and Owner prior to ~~the public Street said~~ improvements being placed out for bid. The City and Owner shall identify the percentage allocation of line item construction costs that should be reimbursed by the City. Actual reimbursement by the City to the Owner will be based on the City's predetermined allocated percentage of actual line item bid amounts of the contractor selected and awarded to construct said improvements. City reimbursement or payment of said improvements shall be billed by the Owner after the City has inspected said improvements.

~~3.6.5~~ Reimbursement for Other Public Improvements. OWNER DEVELOPER shall be entitled to ~~reimbursed~~ for the cost of the construction of the Improvements described in Exhibit E, other than the Street Improvements that are to be reimbursed in accordance with Section 3.6.4, including but not limited to the horse trail depicted on Exhibit E-1, the water facilities depicted on Exhibit E-2 and the traffic signals depicted on Exhibit E-3, for which the OWNER has ~~paid against the fees~~ required pursuant ~~for the dedication of land, for~~ the construction of ~~the~~ improvements, required as a condition of Project approval or this Agreement. The ~~amount of the reimbursement~~ shall be limited ~~solely~~ to the construction costs of ~~the said~~ improvements based on the associated bid line items identified as part of ~~the~~ said improvements and shall not exceed the project cost amount identified in the City's 2014 Master ~~Facilities~~ Facilities Plan, ~~as may be adjusted by the City.~~

3.6.6 The City is currently in the design phase to upgrade the capacity of the South Norco Channel in the vicinity of the Project and said improvements may impact the Owners ability to complete the final street improvements required for the Project. As such, the City agrees to not withhold of Phase II permits and approvals in the required street improvements cannot be effectively completed due to the construction impacts from the South Norco Channel improvements. Owner agrees to make any and all final street improvements required after the South Norco Channel improvements have been constructed. The parties acknowledge that the completion of the improvement of South Norco channel in the vicinity of the Project is necessary to the buildout of the Project. CITY agrees that in the event the channel improvements have not been completed in a timely manner so as to permit the Project to proceed, OWNER shall have the right to complete the needed channel improvements subject to reimbursement of the cost of completion in accordance with the provisions of Section 3.6.6.

3.7 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property"). This section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.7.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or

compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.9 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the end of the term of this Agreement as provided in Section 2.3..

3.10 Relocation of the Housing Development Overlay Zone. The CITY acknowledges that it intends to relocate the existing Housing Development Overlay Zone that currently applies to Phase 3 of the Project so as to permit the development of Phase 3 of the Project to proceed. CITY shall use its best efforts to relocate the Housing Development Overlay Zone away from Phase 3 within two (2) years following the Effective Date.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

#### 4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are set forth on the CITY's approved Fee ~~Schedule~~ Schedule at the time building permits are issued based on approved development impact fee existing at the time said permits are issued Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees provided the new Fees are applied on a citywide basis. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Public Benefit Contribution. In consideration for the approval of various entitlements required under this Agreement and for the impacts of the

contemplated improvements on public safety, historic resources and other impacts not covered by Development Impact Fee, OWNER shall make public benefit contributions to the CITY ~~to be used by City for any legal public purpose~~ as follows: 1) ~~Two Million~~ dollars ~~(\$2,000,000)~~ payable at the time building permits for ~~Phase 1~~ are issued; 2) ~~One hundred and twenty thousand dollars (\$120,000)~~ towards the construction of Gold Star/ Blue Star Moms Monument at Ingalls Memorial ~~Park Plaza~~; 3) ~~Twenty Thousand dollars (\$20,000)~~ for the "Fallen Hero/Jewish Memorial Monument" at Ingalls Memorial ~~Park Plaza~~; and 4) ~~One Hundred Thousand Dollars (\$100,000)~~ for the Kathy Azevedo "Spirit of Norco" Memorial at the Ingalls Memorial ~~Park Plaza~~.

4.2.3 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building

#### 4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the infrastructure construction within the Project will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for ~~each Phase of~~ the Project as shown on the attached Exhibit "E" and any and all tentative parcel map and site plan conditions and as provided in this Agreement. Owner acknowledges that all public infrastructure improvements for the entire project, as described in Exhibit E, must be completed in Phase 1 of construction.

### 5. REVIEW FOR COMPLIANCE.

#### 5.1 Periodic and Special Reviews.

5.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

5.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (a) Recommendation of the Planning staff;
- (b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

5.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

5.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

5.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

5.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement subject to the right of OWNER to cure any default as provided in Section 6 of this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

5.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to seek modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

5.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement with OWNER'S approval and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

5.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement 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 Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, 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 Planning Director or City Council.

## 6. DEFAULT AND REMEDIES.

6.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

6.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

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

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

6.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

6.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or with the consent of OWNER, modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

6.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such

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

## 7. THIRD PARTY LITIGATION.

7.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan and the Specific Plan, as such General Plan and Specific Plan exists as of the Effective Date, and that the General Plan Specific Plan meet all requirements of law. OWNER has reviewed the General Plan and Specific Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, the Specific Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

7.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

7.3 Indemnity. In addition to the provisions of 7.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the negligence or willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

7.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, and independent contractors for any violation of any federal, state or local

law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

7.5 Reservation of Rights. With respect to Sections 7.2, 7.3 and 7.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

7.6 Survival. The provisions of this Sections 7.1 through 7.6, inclusive, shall survive the termination of this Agreement.

## 8. MORTGAGEE PROTECTION.

8.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. 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. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

## 9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Riverside County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

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

proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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

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

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

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

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

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

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

9.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

9.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the

conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with 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. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

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

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

9.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

9.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business

entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

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

**[SIGNATURES CONTAINED ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO DEVELOPMENT AGREEMENT**

**“OWNER”**

**Comment [GR2]:** Need owners signature block.

CapRock Acquisitions, LLC,  
a Delaware Limited Liability Company

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

Name:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“CITY”**

CITY OF NORCO

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

Andy Okoro  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk, Norco

APPROVED AS TO FORM:

Harper and Burns, LLP

\_\_\_\_\_  
City Attorney

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
**TO DEVELOPMENT AGREEMENT**

**Legal Description of Property**

PARCEL 1:

PARCEL 2 OF PARCEL MAP NO. 7092, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE(S) 38, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCELS 1, 3 AND 4 AS SHOWN BY PARCEL MAP NO. 7092 ON FILE IN BOOK 22 PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

ALL THAT PORTION OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 185.63 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF;  
THENCE NORTH ALONG SAID WEST LINE, 50 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GEORGE ANDREWS AND MARY ANDREWS, HUSBAND AND WIFE, BY DEED RECORDED JULY 1, 1946 IN BOOK 752, PAGE 593 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;  
THENCE NORTH 89° 56' 30" EAST, ALONG THE SOUTH LINE OF SAID PARCEL SO CONVEYED TO GEORGE ANDREWS AND MARY ANDREWS, 230 FEET;  
THENCE SOUTH 50 FEET;  
THENCE SOUTH 89° 56' 30" WEST, 230 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

ALL THAT PORTION OF LOT 4, BLOCK 12, RIVERSIDE ORANGE HEIGHTS TRACT IN THE CITY OF NORCO, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;  
THENCE NORTH 89° 53' EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 330 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF SAID LOT 4;  
THENCE NORTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID LOT 4, A DISTANCE OF 235.29 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY ONE-HALF OF SAID LOT 4;  
THENCE SOUTH 89° 56' 30" WEST ALONG THE NORTHERLY LINE OF THE SOUTHERLY ONE-HALF OF SAID LOT 4, A DISTANCE OF 100 FEET;

THENCE SOUTH 150 FEET;  
THENCE SOUTH 89° 56' 30" WEST, A DISTANCE OF 230 FEET TO THE WESTERLY LINE OF SAID LOT 4;  
THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 85.63 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHERLY 100 FEET MORE OR LESS, PARALLEL TO THE NORTH LINE AS CONVEYED TO GEORGE ANDREWS AND MARY ANDREWS, HUSBAND AND WIFE, AS JOINT TENANTS BY DEED RECORDED JUNE 8, 1955 IN BOOK 1749, PAGE 119 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6:

THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 7:

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 8 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THE EAST 3 FEET OF THE NORTH 107.65 FEET CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 3, 1964 AS INSTRUMENT NO. 94894 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 9:

LOT 1 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THAT PORTION LYING NORTH OF THE SOUTH LINE OF PARCEL MAP NO. 7191 AS PER PLAT RECORDED IN BOOK 23, PAGES 45 AND 46 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS AND THE WESTERLY AND EASTERLY EXTENSION OF SAID SOUTH LINE.

ALSO EXCEPTING THE NORTH 0.5 FEET OF THE SOUTH 240 FEET OF LOT 1 IN BLOCK 12 AS

CONVEYED TO JUSTIN F. DRIEBERG AND IVY S. DRIEBERG BY DEED RECORDED MARCH 13, 1980 AS INSTRUMENT NO. 48982, OFFICIAL RECORDS.

PARCEL 10:

THE EAST 100 FEET OF THE NORTH 5.87 ACRES OF LOT 1 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, COMPUTED TO THE CENTER OF SECOND STREET AND PACIFIC AVENUE.

EXCEPTING THEREFROM THAT PORTION, IF ANY, IN THE SOUTH 5 ACRES OF SAID LOT.

ALSO EXCEPTING THEREFROM ANY PORTION OF SECOND STREET.

PARCEL 11:

PARCEL 1 AS SHOWN BY PARCEL MAP NO. 7191 ON FILE IN BOOK 23 PAGES 45 THROUGH 46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 12:

LOT 5 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE EAST 64 FEET OF THE NORTH 169.53 FEET OF SAID LOT 5.

ALSO EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF MOUNTAIN AVENUE 331.69 FEET SOUTH OF THE SOUTH LINE OF SECOND STREET;  
THENCE WEST AT A RIGHT ANGLE TO MOUNTAIN AVENUE 280 FEET;  
THENCE NORTH AT A RIGHT ANGLE 71.69 FEET;  
THENCE WEST AT A RIGHT ANGLE 100 FEET;  
THENCE SOUTH AT A RIGHT ANGLE 100 FEET;  
THENCE EAST AT A RIGHT ANGLE 100 FEET;  
THENCE NORTH AT A RIGHT ANGLE 18.31 FEET;  
THENCE EAST AT A RIGHT ANGLE 280 FEET TO MOUNTAIN AVENUE;  
THENCE NORTH ALONG MOUNTAIN AVENUE 10 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

THE EAST 64 FEET OF THE NORTH 169.53 FEET OF LOT 5 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

PARCEL 14:

THAT PORTION OF LOT 5 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF

NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF MOUNTAIN AVENUE, SOUTH 305.00 FEET FROM THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SECOND STREET;  
THENCE WEST 280.00 FEET, AT RIGHT ANGLES TO SAID WEST LINE OF MOUNTAIN AVENUE, TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH, AT RIGHT ANGLES, 45.00 FEET;  
THENCE WEST, AT RIGHT ANGLES, 100.00 FEET;  
THENCE SOUTH, AT RIGHT ANGLES, 100.00 FEET;  
THENCE EAST, AT RIGHT ANGLES, 100.00 FEET;  
THENCE NORTH, AT RIGHT ANGLES, 55.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 14A:

THAT PORTION OF LOT 5 IN BLOCK 12, OF ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5;  
THENCE NORTH 318.31 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE AT RIGHT ANGLES, WEST 280.00 FEET;  
THENCE AT RIGHT ANGLES, NORTH 10.00 FEET;  
THENCE AT RIGHT ANGLES, EAST 280.00 FEET TO SAID EAST LINE OF LOT 5;  
THENCE SOUTH 10.00 FEET ON SAID EAST LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 15:

LOT 2 IN BLOCK 12 AND THE NORTH THREE-FOURTHS OF LOT 3 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING FROM LOT 2 IN BLOCK 12, THE EAST 396 FEET OF THE SOUTH HALF OF THE NORTH HALF OF SAID LOT 2 IN BLOCK 12.

PARCEL 16:

THE EAST 396 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 2 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 17:

LOTS 6 AND 7 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THE NORTH 165 FEET OF LOT 6.

PARCEL 18:

THE WEST 220 FEET OF THE NORTH 198 FEET OF LOT 2 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 19:

THE EASTERLY 440 FEET OF THE NORTHERLY 99 FEET OF THE NORTHERLY ½ OF LOT 2 IN BLOCK 13, OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 19A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS THE NORTH 12 FEET OF THE WEST 220 FEET OF THE NORTH 198 FEET OF THE NORTH HALF OF LOT 2 IN BLOCK 13, OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 20:

THE EAST 440 FEET OF THE NORTH 198 FEET OF THE NORTH HALF OF LOT 2 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 99 FEET.

PARCEL 20A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 12 FEET IN WIDTH, THE SOUTHERLY LINE THEREOF BEING THE SOUTHERLY LINE OF THE NORTHERLY 198 FEET OF LOT 2, IN BLOCK 13, OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN PARCEL 20 ABOVE DESCRIBED.

PARCEL 21:

THE SOUTHERLY RECTANGULAR 3 ACRES OF LOT 2 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 22:

PARCEL 2 OF PARCEL MAP 13400 AS SHOWN BY MAP ON FILE IN BOOK 94 PAGE 54 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 23:

THAT PORTION OF LOT 17 OF CORONA CITRUS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT;  
THENCE NORTH 89° 53' EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 190.00 FEET;  
THENCE SOUTH 0° 7' EAST TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT;  
THENCE NORTH 36° 19' WEST, ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 24:

ALL THAT PORTION OF LOT 17 OF CORONA CITRUS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 17;  
THENCE NORTH 89° 53' EAST ALONG THE NORTHERLY LINE OF SAID LOT, 505.07 FEET;  
THENCE SOUTH 0° 07' EAST, 690.10 FEET TO THE SOUTHWESTERLY LINE THEREOF;  
THENCE NORTH 36° 19' WEST, 855.18 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 17;  
THENCE NORTH 89° 53' EAST ALONG THE NORTHERLY LINE OF SAID LOT 357.10 FEET;  
THENCE SOUTH 0° 7' EAST TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 17;  
THENCE NORTH 36° 19' WEST ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17;  
THENCE NORTH 89° 53' EAST ALONG THE NORTHERLY LINE OF SAID LOT, 505.07 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO AUBREY H. ROBERTS AND WIFE BY DEED RECORDED JUNE 3, 1947 AS INSTRUMENT NO. 233 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL CONVEYED TO AUBREY H. ROBERTS AND WIFE, 200 FEET;  
THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 17, 50 FEET;  
THENCE NORTH PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL CONVEYED TO AUBREY H. ROBERTS AND WIFE, 200 FEET TO THE NORTHERLY LINE OF SAID LOT 17;  
THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID LOT 17, 50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 25:

ALL THAT PORTION OF LOT 17 OF CORONA CITRUS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 17;  
THENCE NORTH 89° 53' EAST, ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 505.07 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 0° 07' EAST, A DISTANCE OF 690.10 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 17;  
THENCE SOUTH 36° 19' EAST, A DISTANCE OF 143.05 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 17;  
THENCE NORTH 53° 41' EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 130.80 FEET;  
THENCE NORTH 0° 11' 30" WEST, A DISTANCE OF 730.81 FEET TO THE NORTHERLY LINE OF SAID LOT 17;  
THENCE SOUTH 89° 53' WEST, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 189.00 FEET TO THE POINT OF BEGINNING.

PARCEL 26:

THAT PORTION OF LOT 17 OF CORONA CITRUS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT;  
THENCE NORTH 89° 53' EAST ALONG THE NORTHERLY LINE OF SAID LOT, 190 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND AS CONVEYED TO FRANK JOSEPH CUCCIO BY DEED RECORDED DECEMBER 24, 1968 AS INSTRUMENT NO. 125061 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE CONTINUING NORTH 89° 53' EAST ALONG THE NORTHERLY LINE OF SAID LOT, 167.10 FEET;  
THENCE SOUTH 0° 7' EAST TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT;  
THENCE NORTH 36° 19' WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE MOST SOUTHERLY CORNER OF SAID PARCEL CONVEYED TO FRANK JOSEPH CUCCIO;  
THENCE NORTH 0° 7' WEST ALONG THE EAST LINE OF SAID PARCEL CONVEYED TO FRANK JOSEPH CUCCIO TO THE POINT OF BEGINNING.

PARCEL 27:

THE WEST 264 FEET OF THE SOUTH 165 FEET OF LOT 2 IN BLOCK 7, RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE EASTERLY 176 FEET.

PARCEL 28:

THE WEST 264 FEET OF THE SOUTH 165 FEET OF LOT 2 IN BLOCK 7 RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, AS PER MAP RECORDED IN BOOK 6 PAGE 74, RIVERSIDE COUNTY RECORDS. EXCEPTING THEREFROM THE WEST 88 FEET THEREOF.

PARCEL 29:

PARCEL 2 AS SHOWN ON PARCEL MAP 7191 RECORDED APRIL 2, 1976 IN BOOK 23 PAGES 45 AND 46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 30:

PARCEL 3 AS SHOWN ON PARCEL MAP 7191 RECORDED APRIL 2, 1976 IN BOOK 23 PAGES 45 AND 46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 31:

PARCEL NO. 4 OF PARCEL MAP NO. 7836 IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 27, PAGES 30 AND 31 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE SOUTH 82 FEET.

PARCEL 32:

THE SOUTH 82 FEET OF PARCEL 4 OF PARCEL MAP NUMBER 7836, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGES 30 AND 31 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 33:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF LOT 3 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 34:

THE NORTH 165 FEET OF LOT 6 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 35:

THAT PORTION OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID LOT, 100 FEET;  
THENCE NORTH 89°53' EAST, 230 FEET; THENCE SOUTH, 100 FEET ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT 4, TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, 230 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF NORCO IN DOCUMENT RECORDED MAY 18, 2007 AS INSTRUMENT NO. 2007-0332505 OF OFFICIAL RECORDS, AND DESCRIBED AS PARCELS A AND B BELOW:

PARCEL A:

THAT PORTION OF LOT 4, IN BLOCK 12 OF THE RIVERSIDE ORANGE HEIGHTS TRACT IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 6, PAGE 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID SOUTHWEST CORNER ALSO BEING THE INTERSECTION OF THE NORTH LINE OF FIRST STREET (VARYING WIDTH, FORMERLY LOT "A") AND THE EAST LINE OF PACIFIC AVENUE (60 FEET WIDE, 30 FEET EACH SIDE); THENCE NORTH 89°53'00" EAST ALONG SAID NORTH LINE OF FIRST STREET, A DISTANCE OF 70.12 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°53'00" WEST ALONG SAID NORTH LINE OF FIRST STREET A DISTANCE OF 60.12 FEET TO THE SOUTHEAST CORNER OF THE EASEMENT GRANTED TO THE CITY OF NORCO FOR STREET, PUBLIC UTILITY, AND EQUESTRIAN PURPOSES IN THE DEED RECORDED AS INSTRUMENT NO. 98428 ON MAY 19, 1983; THENCE NORTH 45°03'30" WEST ALONG THE NORTHEAST LINE OF SAID EASEMENT A DISTANCE OF 14.13' TO THE NORTHWEST CORNER OF SAID EASEMENT, SAID CORNER ALSO BEING A POINT IN THE EAST LINE OF SAID PACIFIC AVENUE;

THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 44.16 FEET, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 40.00 FEET, WITH A RADIAL LINE PASSING THROUGH SAID POINT WHICH BEARS NORTH 90°00'00" WEST; THENCE SOUTHERLY AND EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 75°32'28" AND AN ARC DISTANCE OF 52.74 FEET; THENCE SOUTH 75°32'28" EAST A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 56.00 FEET THENCE EASTERLY AND SOUTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 23°51'37" AND AN ARC DISTANCE OF 23.32' TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 4, IN BLOCK 12 OF THE RIVERSIDE ORANGE HEIGHTS TRACT IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 6, PAGE 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID SOUTHWEST CORNER ALSO BEING THE INTERSECTION OF THE NORTH LINE OF FIRST STREET (VARYING WIDTH, FORMERLY LOT "A") AND THE EAST LINE OF PACIFIC AVENUE (60 FEET WIDE, 30 FEET EACH SIDE); THENCE NORTH 89°53'00" EAST ALONG SAID NORTH LINE OF FIRST STREET, A DISTANCE OF 230.00 FEET TO THE INTERSECTION OF SAID NORTH LINE OF FIRST STREET AND THE EAST LINE OF THE WEST 230.00 FEET OF SAID LOT 4, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°53'00" WEST ALONG SAID NORTH LINE OF FIRST STREET A DISTANCE OF 48.36 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 294.00 FEET, WITH A RADIAL LINE PASSING THROUGH SAID POINT WHICH BEARS NORTH 20°50'45" WEST; THENCE NORTHERLY AND EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 9°48'50" AND AN ARC DISTANCE OF 50.36 FEET TO A POINT IN THE EAST LINE OF THE WEST 230 FEET OF SAID LOT 4, A RADIAL LINE PASSING

THROUGH SAID POINT WHICH BEARS NORTH 11°01'55" WEST; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 13.71 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 36:

THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF LOT 4 IN BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 37:

THE WEST HALF OF LOT 1 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 38:

THE NORTH RECTANGULAR 2 ACRES OF LOT 3 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 39:

THE SOUTH RECTANGULAR 1 ACRE OF THE NORTH RECTANGULAR 3 ACRES OF LOT 3 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 40:

THAT PORTION OF LOT 4 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, SHOWN AS PARCEL "C" ON A PARCEL MAP RECORDED APRIL 19, 1973 IN BOOK 8, PAGE 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 41:

ALL THAT PORTION OF LOT 4, BLOCK 12 OF RIVERSIDE ORANGE HEIGHT TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 74, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 4, 230 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 4, 230 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE RUNNING NORTH 100 FEET;

THENCE NORTH 89° 53' EAST, 100 FEET;

THENCE SOUTH 100 FEET;

THENCE SOUTH 89° 53' WEST, 100 FEET TO THE POINT OF BEGINNING.

ALL THAT PORTION OF LOT 4, BLOCK 12 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 4, 235.63 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, RUNNING THENCE NORTH 100.00 FEET;T  
HENCE NORTH 89° 56' 30" EAST, 330.00 FEET;  
THENCE SOUTH 100 FEET;  
THENCE SOUTH 89° 56' 30" WEST, 330.00 FEET TO THE POINT OF BEGINNING.

PARCEL 42:

PARCEL B OF PARCEL MAP RECORDED APRIL 19, 1973, IN BOOK 8, PAGE 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

PARCEL 43:

THE SOUTH HALF OF LOT 3 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74, OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL 44:

PARCEL "A" OF PARCEL MAP RECORDED APRIL 19, 1973 IN BOOK 8, PAGE 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

PARCEL 45:

THE NORTH 0.5 FEET OF THE SOUTH 240.0 FEET OF LOT 1 IN BLOCK 12 OF MAP OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 46:

THE MOST NORTHERLY 1 ACRE OF THE SOUTHERLY FOUR ACRES OF LOT 2 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CIRTY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE(S) 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 47:

THE NORTHERLY ONE ACRE OF THE SOUTHERLY FOUR ACRES OF LOT 2 IN BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE(S) 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 48:

1 ACRES IN PORTION OF LOT 2, BLOCK 13 OF RIVERSIDE ORANGE HEIGHTS TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN's:

126-240-002-3 (Affects Parcel 39)  
126-210-001-9 (Affects Parcel 37)  
126-210-003-1 (Affects Parcel 18)  
126-210-004-2 (Affects Parcel 19)  
126-210-005-3 (Affects Parcel 20)  
126-210-010-7 (Affects Parcel 21)  
126-200-003-0 (Affects Parcel 3)  
126-200-004-1 (Affects Parcel 4)  
126-200-006-3 (Affects Parcel 41)  
126-200-013-9 (Affects Portion of Parcel 8)  
126-200-015-1 (Affects Portion of Parcel 8)  
126-200-016-2 (Affects Parcel 1 of Parcel 2)  
126-200-017-3 (Affects Parcel 1)  
126-200-018-4 (Affects Parcel 3 of Parcel 2)  
126-200-019-5 (Affects Portion of Parcel 2)  
126-200-020-5 (Affects Portion of Parcel 8)  
126-200-021-6 (Affects Portion of Parcel 8)  
126-200-022-7 (Affects Parcel 5)  
126-200-023-8 (Affects Parcel 36)  
126-200-024-9 (Affects Parcel 7)  
126-200-025-0 (Affects Parcel 6)  
126-200-026-1 (Affects Parcel 35)  
126-190-001-8 (Affects Parcel 34)  
126-190-002-9 (Affects Portion of Parcel 17)  
126-190-003-0 (Affects Portion of Parcel 17)  
126-180-001-7 (Affects Portion of Parcel 15)  
126-180-002-8 (Affects Portion of Parcel 15)  
126-180-003-9 (Affects Parcel 16)  
126-180-004-0 (Affects Portion of Parcel 15)  
126-180-005-1 (Affects Portion of Parcel 15)  
126-180-006-2 (Affects Parcel 33)  
126-170-001-6 (Affects Portion of Parcel 9)  
126-170-002-7 (Affects Portion of Parcel 9)  
126-170-003-8 (Affects Portion of Parcel 9)  
126-170-005-0 (Affects Portion of Parcel 9)  
126-170-008-3 (Affects Parcel 10)  
126-170-009-4 (Affects Portion of Parcel 12)  
126-170-010-4 (Affects Portion of Parcel 12)  
126-170-011-5 (Affects Parcel 13)  
126-170-012-6 (Affects Portion of Parcel 12)  
126-170-013-7 (Affects Parcel 14)  
126-170-014-8 (Affects Portion of Parcel 12)  
126-170-015-9 (Affects Portion of Parcel 12)

126-170-017-1 (Affects Parcel 11)  
126-170-018-2 (Affects Parcel 29)  
126-170-019-3 (Affects Parcel 30)  
126-170-033-5 (Affects Parcel 31)  
126-170-034-6 (Affects Parcel 32)  
126-110-012-0 (Affects Parcel 27)  
126-110-013-1 (Affects Parcel 28)  
122-030-011-4 (Affects Parcel 25)  
122-030-016-9 (Affects Parcel 23)  
122-030-017-0 (Affects Parcel 26)  
122-030-018-1 (Affects Parcel 24)  
126-160-023-5 (Affects Parcel 22)  
126-240-001-2 (Affects Parcel 38)  
126-240-007-8 (Affects Parcel 40)  
126-200-002-9 (Affects Parcel 41)  
126-240-005-6 (Affects Parcel 42)  
126-240-004-5 (Affects Parcel 43)  
126-240-006-7 (Affects Parcel 44)  
126-170-004 (Affects Parcel 45)  
126-210-008 (Affects Parcel 47)  
126-210-009 (Affects Parcel 46)  
126-210-007 (Affects Parcel 48)

**EXHIBIT "B"  
TO DEVELOPMENT AGREEMENT**

**Map showing Property and its location**

**EXHIBIT "C"  
TO DEVELOPMENT AGREEMENT**

**Existing Development Approvals**

**EXHIBIT "D"**  
**TO DEVELOPMENT AGREEMENT**

**Existing Land Use Regulations**

EXHIBIT "E-1"  
TO DEVELOPMENT AGREEMENT  
Street Infrastructure Improvements

EXHIBIT "E-2"  
TO DEVELOPMENT AGREEMENT  
Domestic Water Improvements

EXHIBIT "E-3"  
TO DEVELOPMENT AGREEMENT  
Traffic Signal Improvements

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**EXHIBIT "F"**  
**TO-DEVELOPMENT AGREEMENT**

**Development Impact Fee Schedule**

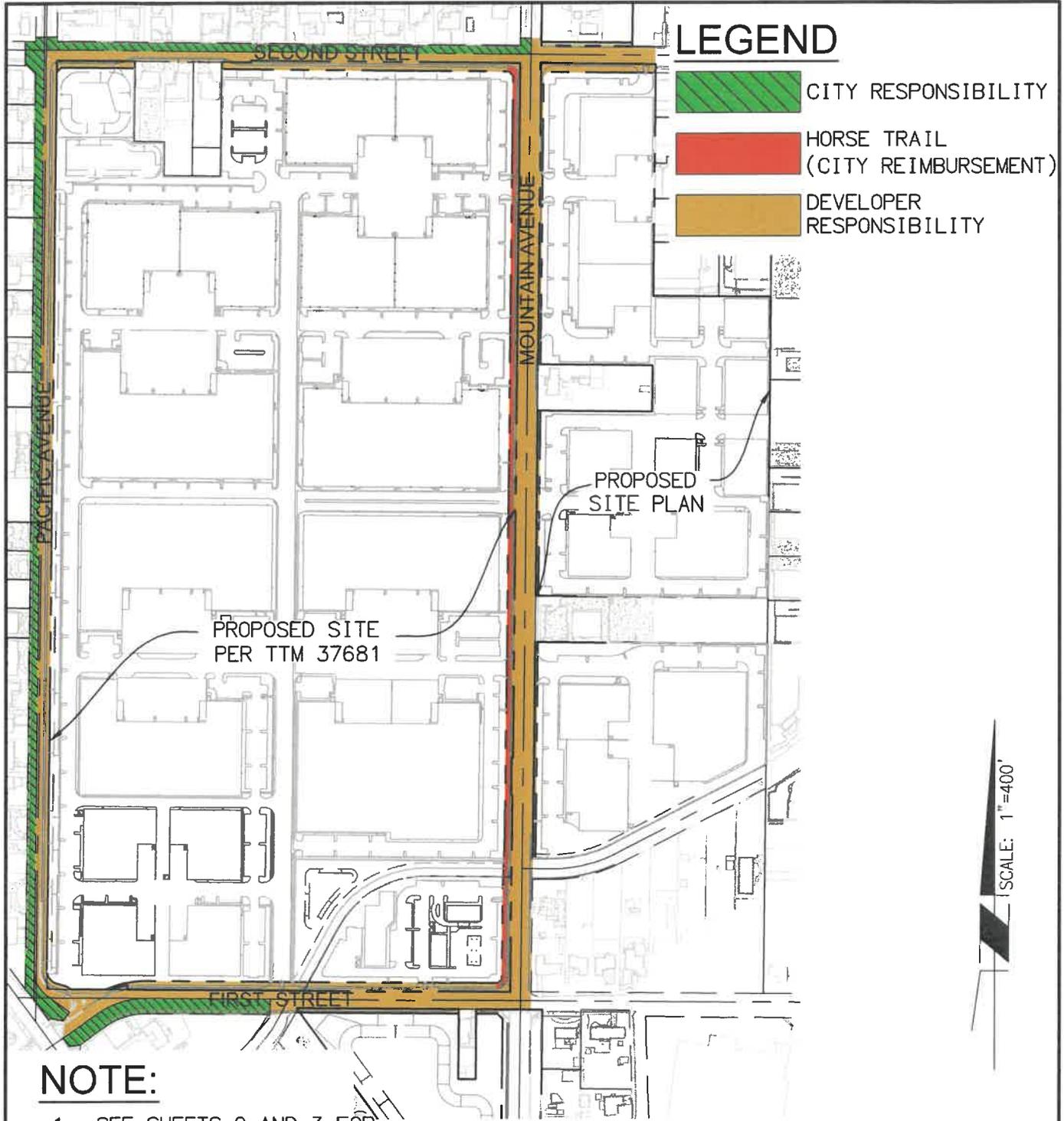
**EXHIBIT "FG"**  
**TO DEVELOPMENT AGREEMENT**

**Form of Assignment and Assumption Agreement**

EXHIBIT "G"  
TO DEVELOPMENT AGREEMENT

Phasing of Development

325831468.1

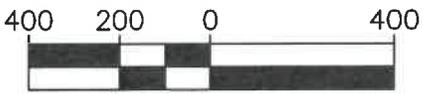


**LEGEND**

-  CITY RESPONSIBILITY
-  HORSE TRAIL (CITY REIMBURSEMENT)
-  DEVELOPER RESPONSIBILITY

**NOTE:**

1. SEE SHEETS 2 AND 3 FOR MORE DETAILED LIMITS OF CITY'S RESPONSIBILITY OF PUBLIC IMPROVEMENTS.



SCALE: 1"=400'



SHEET 1 OF 13

PREPARED BY:

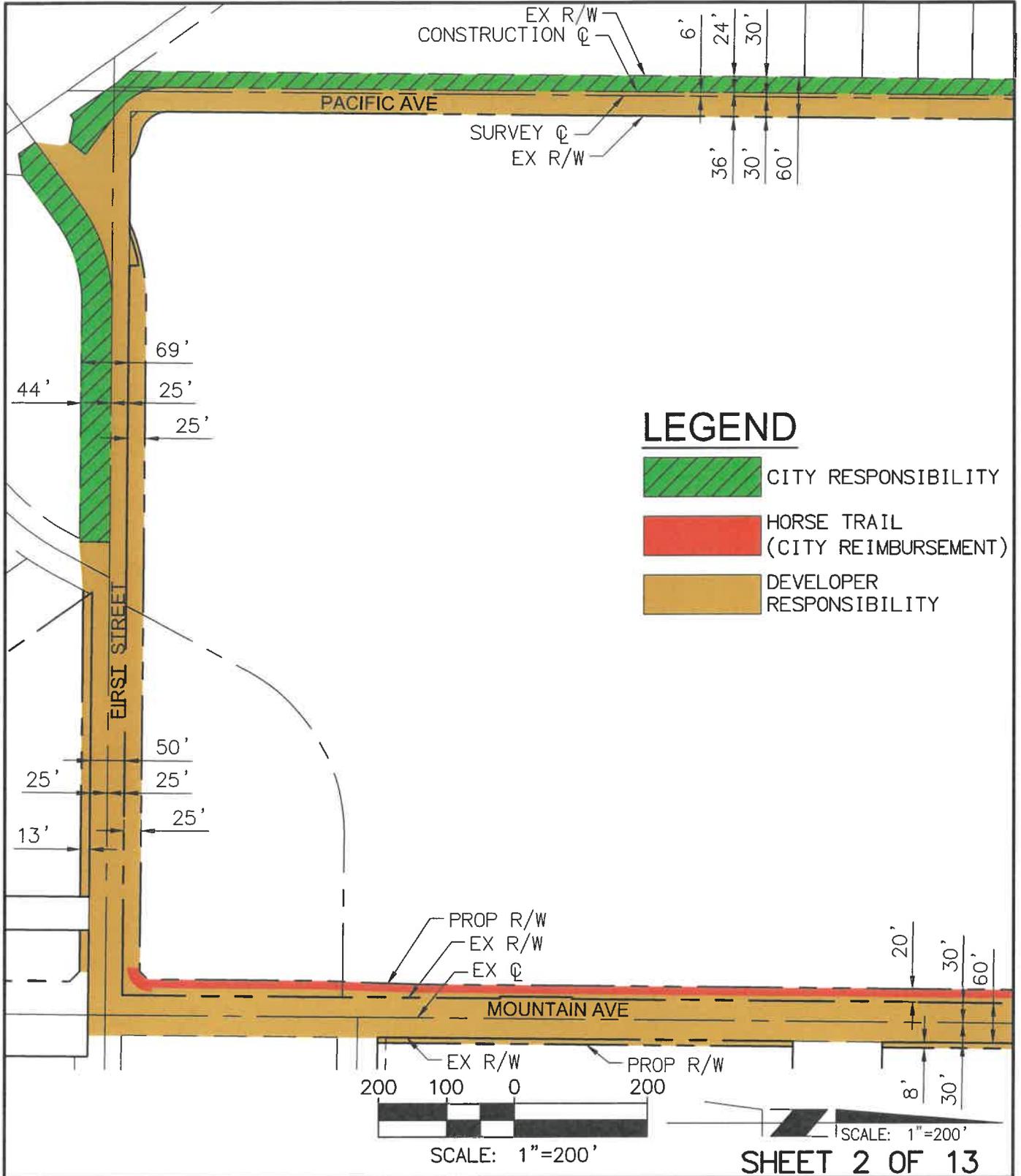
**Michael Baker**  
**INTERNATIONAL**

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Santa Ana, CA 92707  
Phone: (949)472-3505  
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**DEVELOPMENT AGREEMENT**  
**STREET IMPROVEMENTS**

SCALE: 1"=400'    DATE: 08/06/20

# EXHIBIT E1-b



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**Michael Baker**  
**INTERNATIONAL**

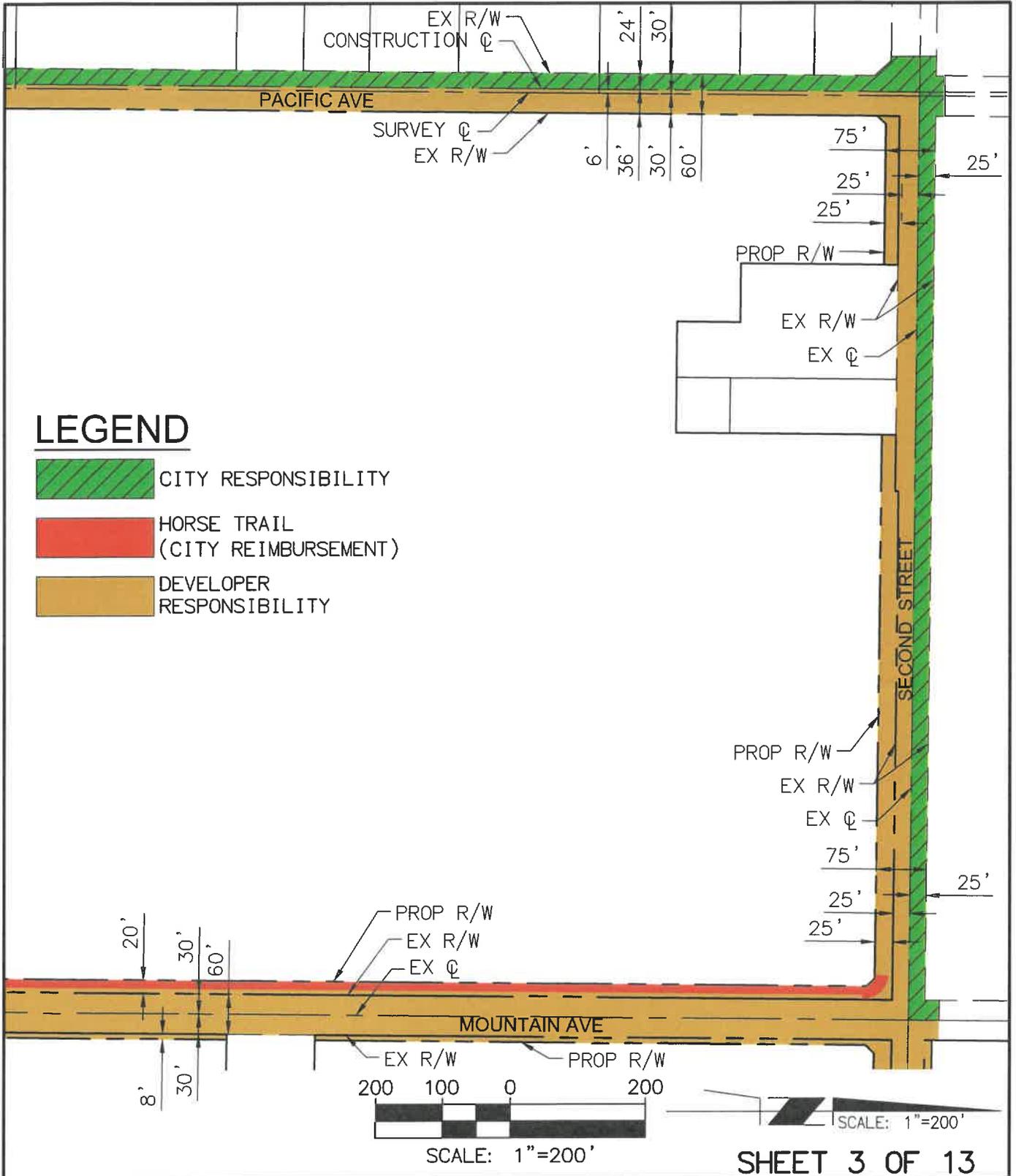
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SCALE: 1" = 400' DATE: 08/06/20

**SHEET 2 OF 13**

# EXHIBIT E1-c



SHEET 3 OF 13

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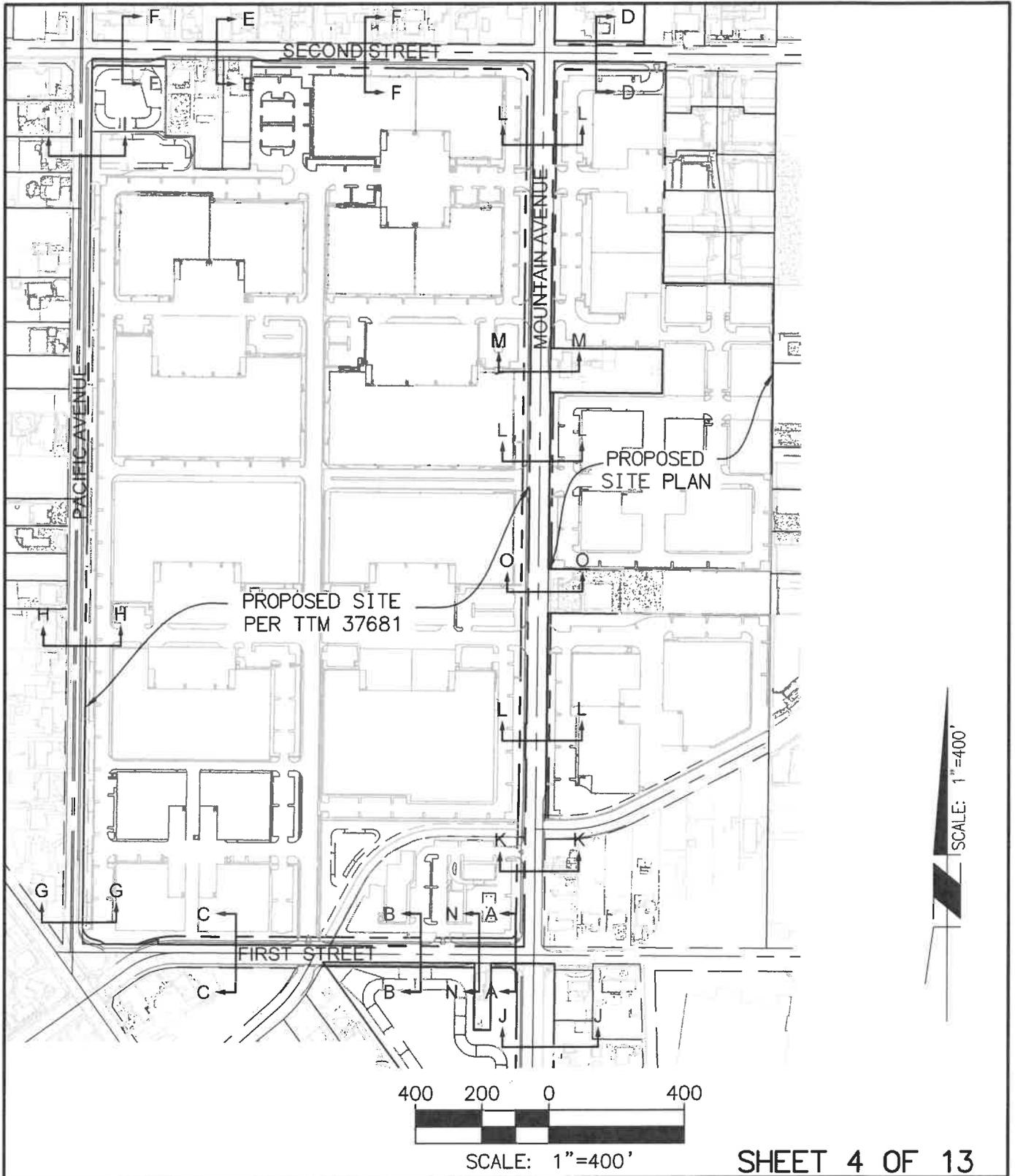
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**STREET IMPROVEMENTS**

SCALE: 1" = 400'      DATE: 08/06/20

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SHEET 4 OF 13

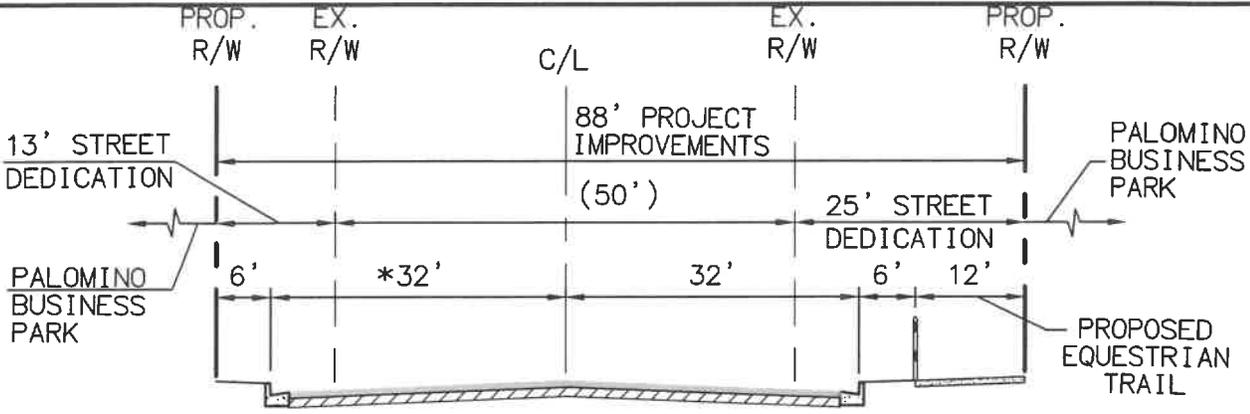
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**DEVELOPMENT  
 AGREEMENT  
 SECTION KEY MAP**

SCALE: 1"=400'    DATE: 08/06/20

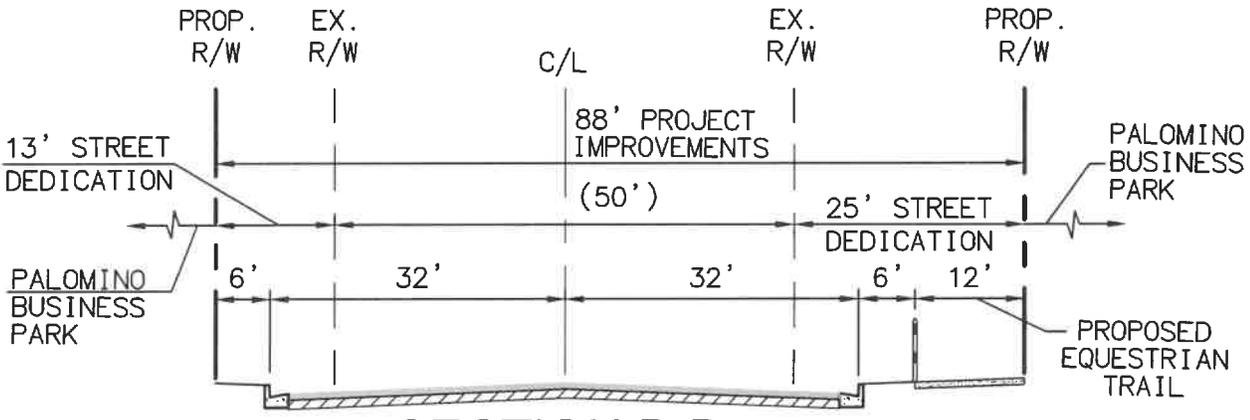


**SECTION A-A**

NOT TO SCALE

STA. 23+29.87 TO STA. 25+05.16

\*HALF WIDTH GRIND AND OVERLAY ONLY BETWEEN STA 23+29.81



**SECTION B-B**

NOT TO SCALE

STA. 25+55.16 TO STA. 30+90.49

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 5 OF 13

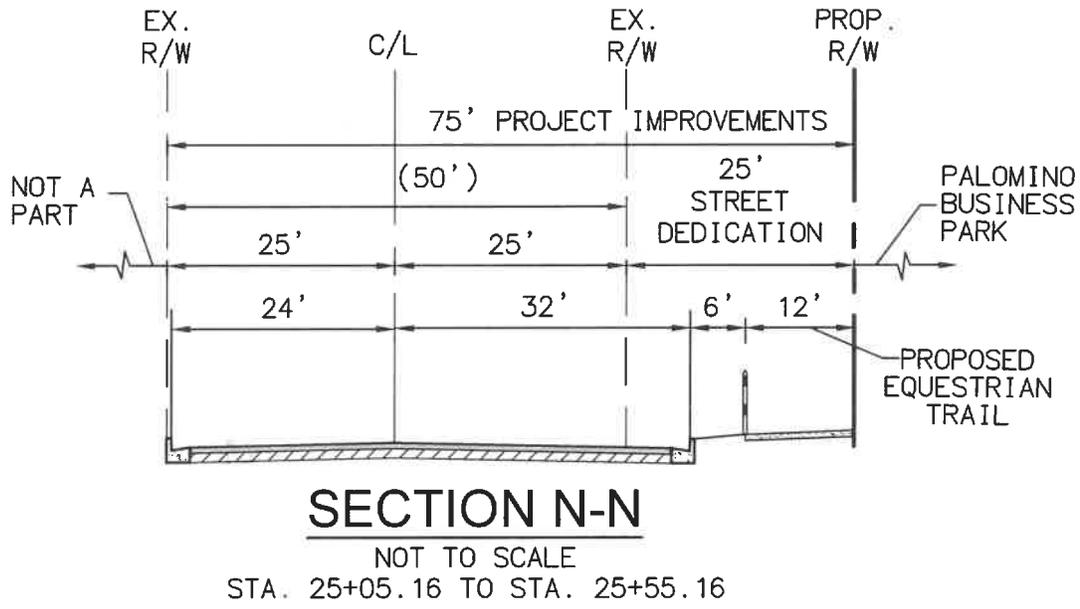
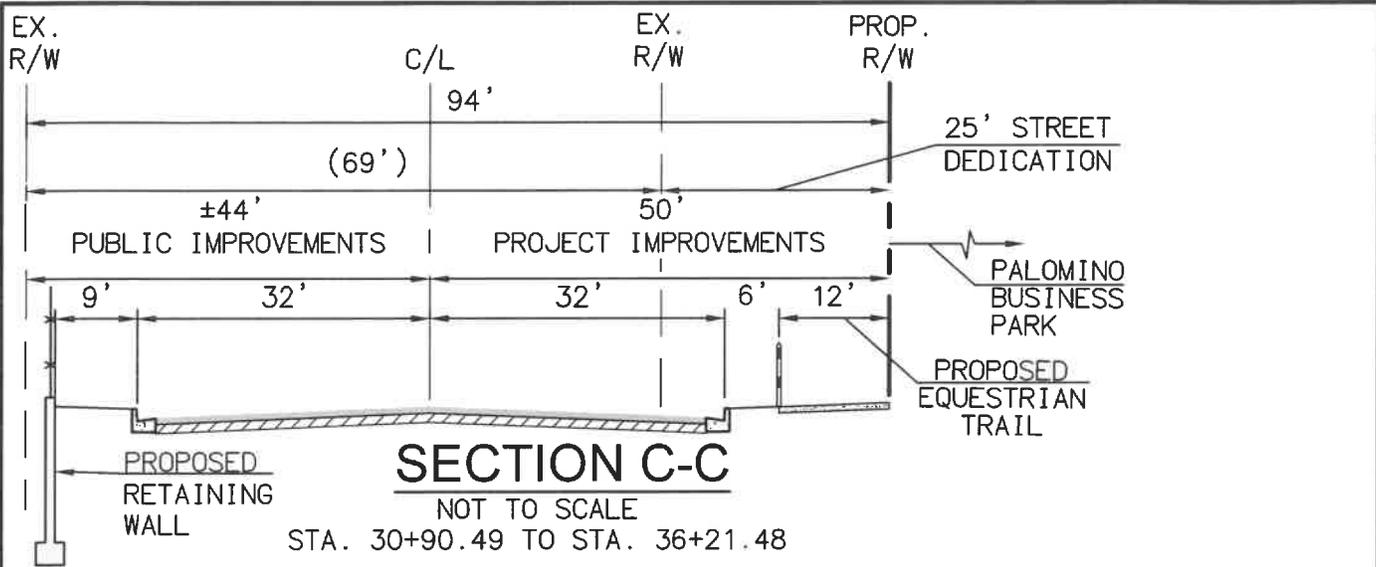
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**DEVELOPMENT AGREEMENT**  
**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20



**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 6 OF 13

PREPARED BY:

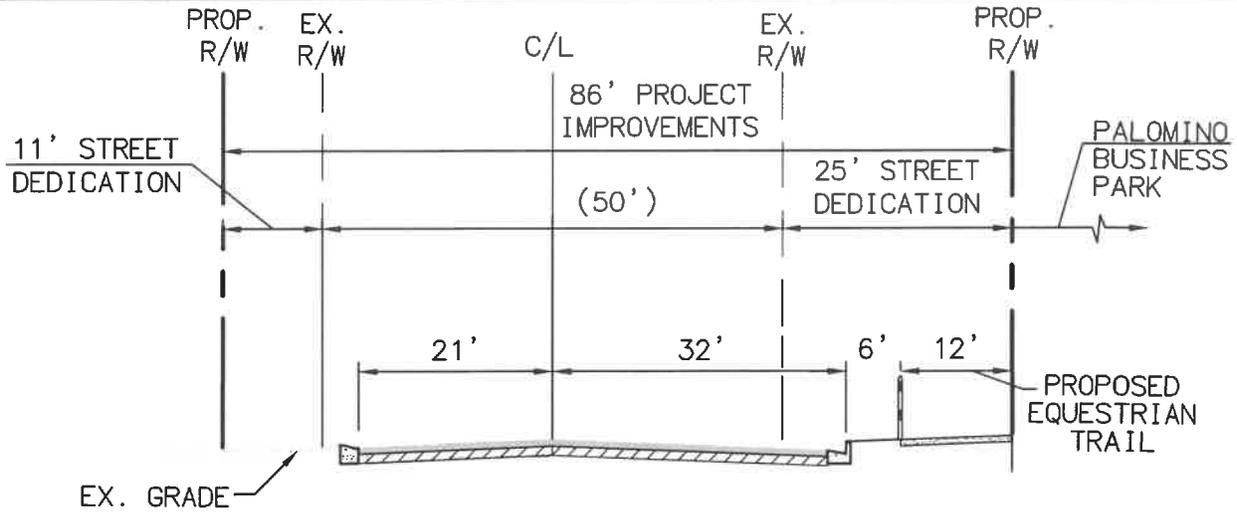
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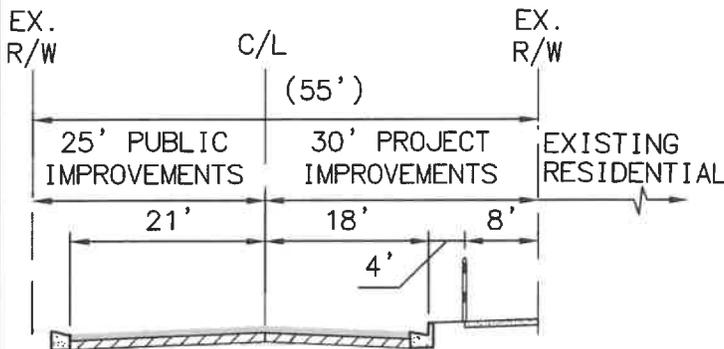
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**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20

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**SECTION D-D**  
 NOT TO SCALE  
 STA. 26+19.41 TO STA. 29+96.92



**SECTION E-E**  
 NOT TO SCALE  
 STA. 14+90.68 TO STA. 17+44.66

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 7 OF 13

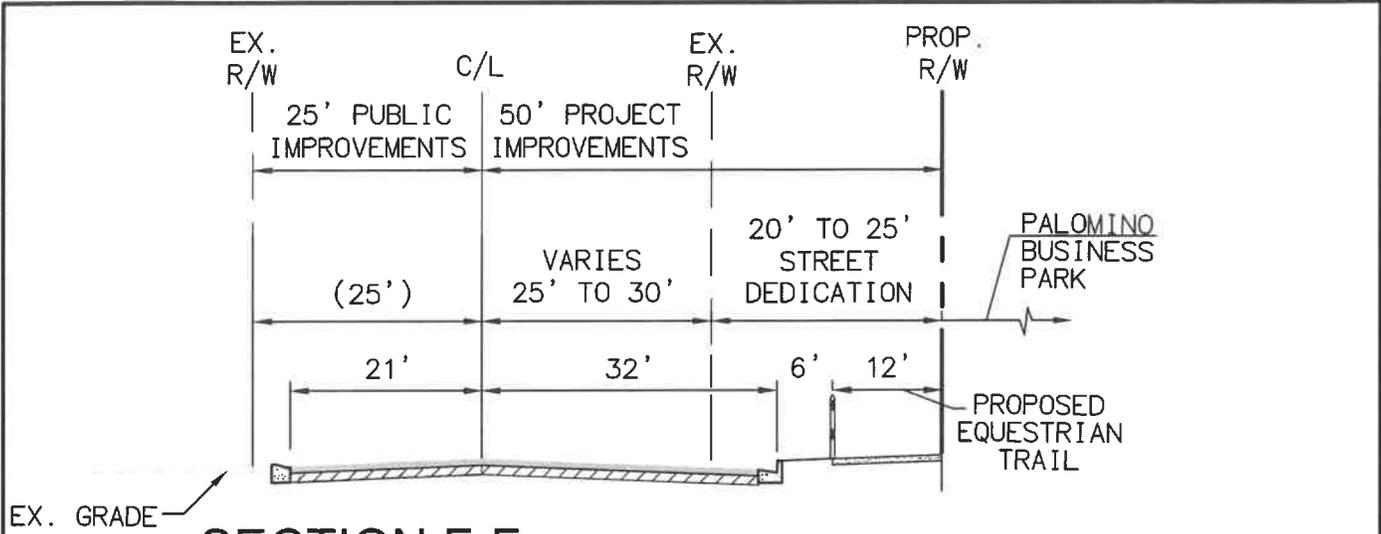
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**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20



**SECTION F-F**

NOT TO SCALE

STA. 12+38.70 TO STA. 14+90.68  
 STA. 17+44.66 TO STA. 26+19.41

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 8 OF 13

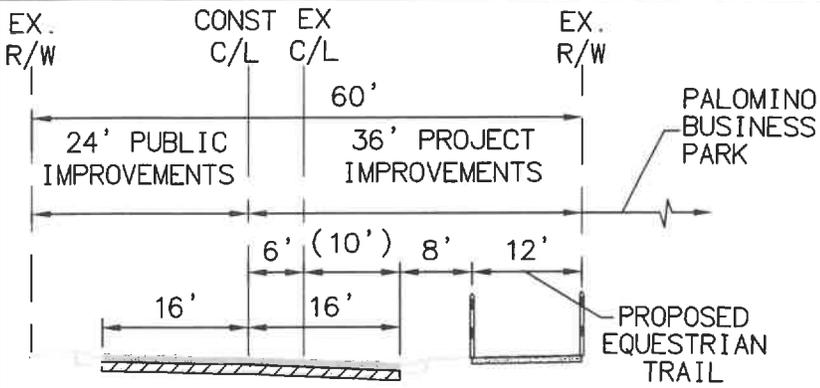
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**STREET IMPROVEMENTS**

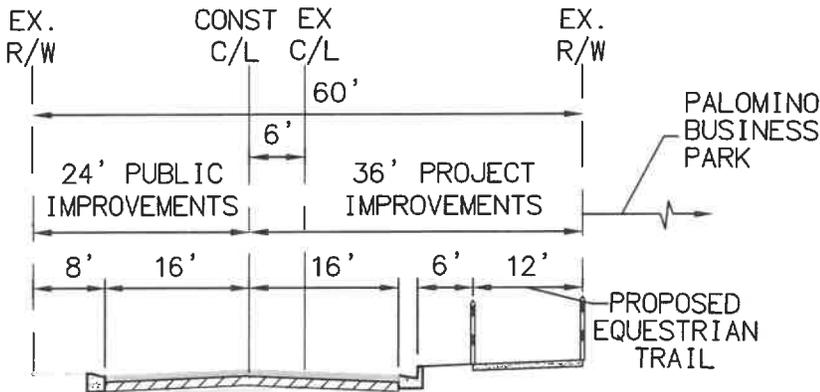
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**SECTION G-G**

NOT TO SCALE

STA. 11+62.42 TO STA. 12+00.21



**SECTION H-H**

NOT TO SCALE

STA. 12+00.21 TO STA. 34+15.90

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 9 OF 13

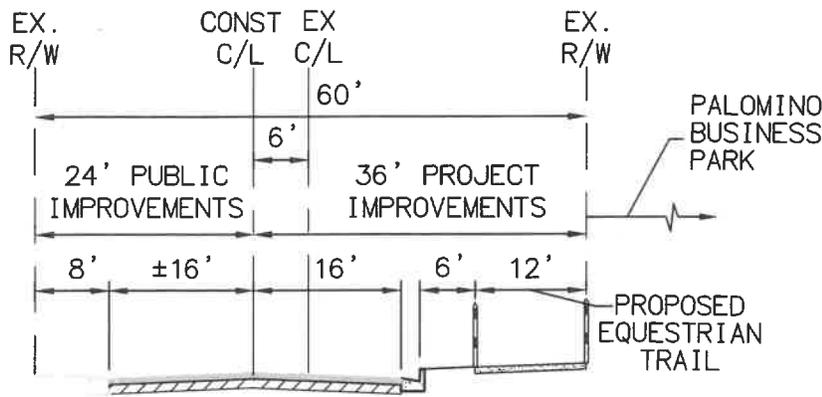
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**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20



**SECTION I-I**  
 NOT TO SCALE  
 STA. 34+15.90 TO STA. 37+71.71

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 10 OF 13

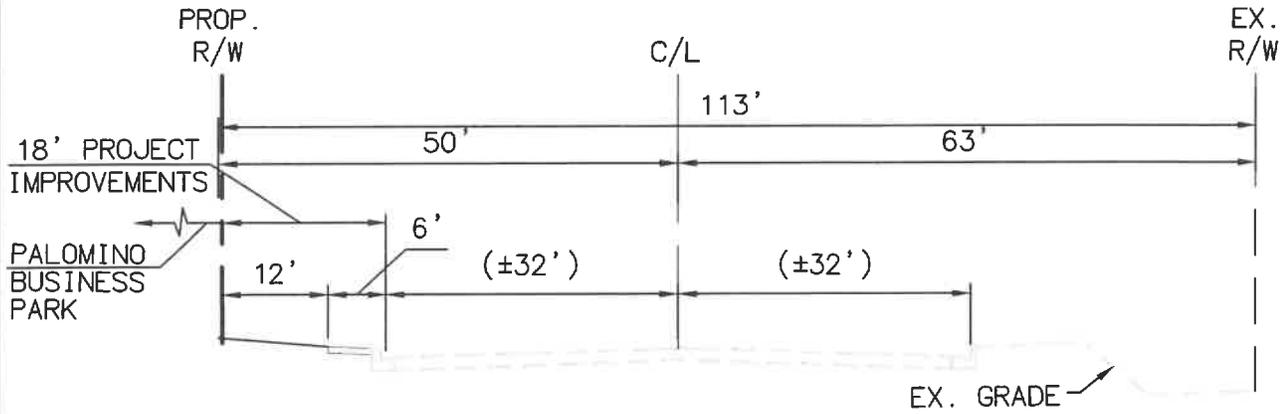
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**STREET IMPROVEMENTS**

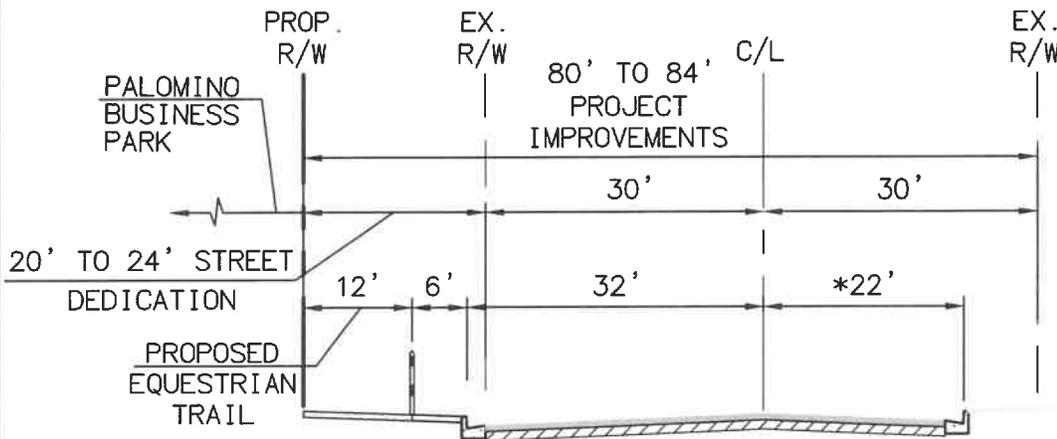
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**SECTION J-J**

NOT TO SCALE

STA. 39+53.92 TO STA. 47+07.26



**SECTION K-K**

NOT TO SCALE

STA. 47+07.26 TO STA. 52+00.00

\*STREET WIDTH TRANSITIONS FROM

22' TO 32'

STA. 51+70.59 TO STA. 52+00.00

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 11 OF 13

PREPARED BY:

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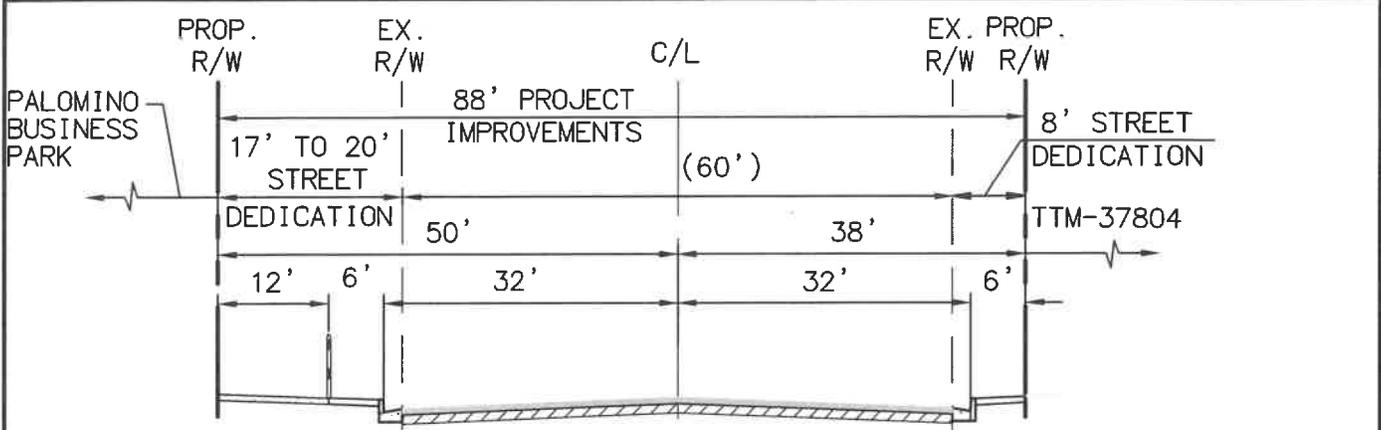
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**DEVELOPMENT AGREEMENT**

**STREET IMPROVEMENTS**

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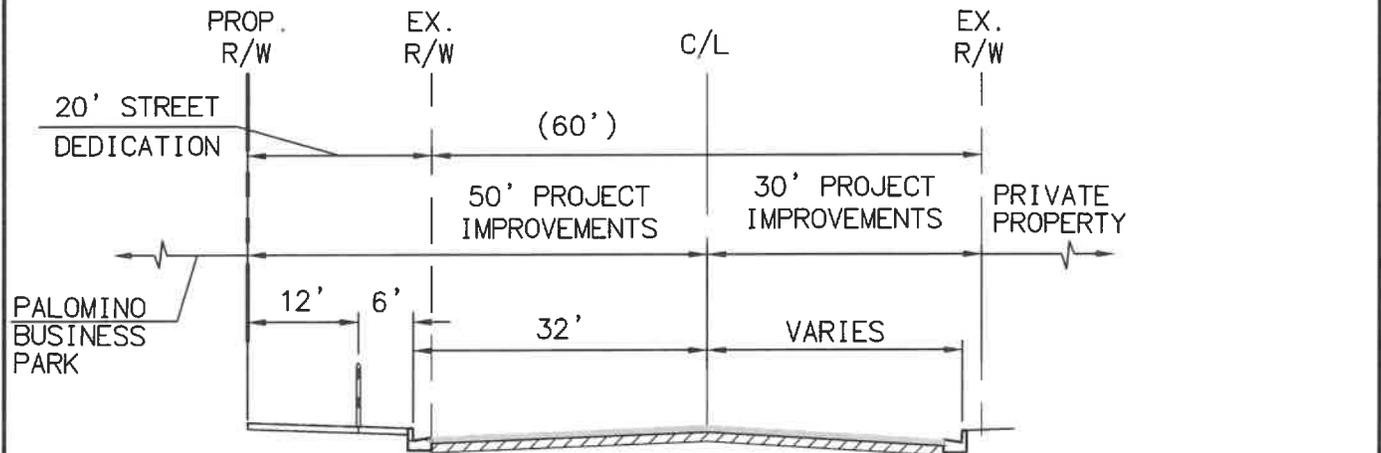
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**SECTION L-L**

NOT TO SCALE

STA. 52+00.00 TO STA. 57+32.03  
 STA. 58+64.03 TO STA. 63+36.33  
 STA. 65+71.16 TO STA. 74+07.31



**SECTION M-M**

NOT TO SCALE

STA. 63+36.33 TO STA. 65+71.16  
 \*CURB & GUTTER TRANSITIONS FROM  
 32' FROM CENTERLINE TO A MINIMUM  
 DIMENSION OF 24.5' FROM CENTERLINE

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 12 OF 13

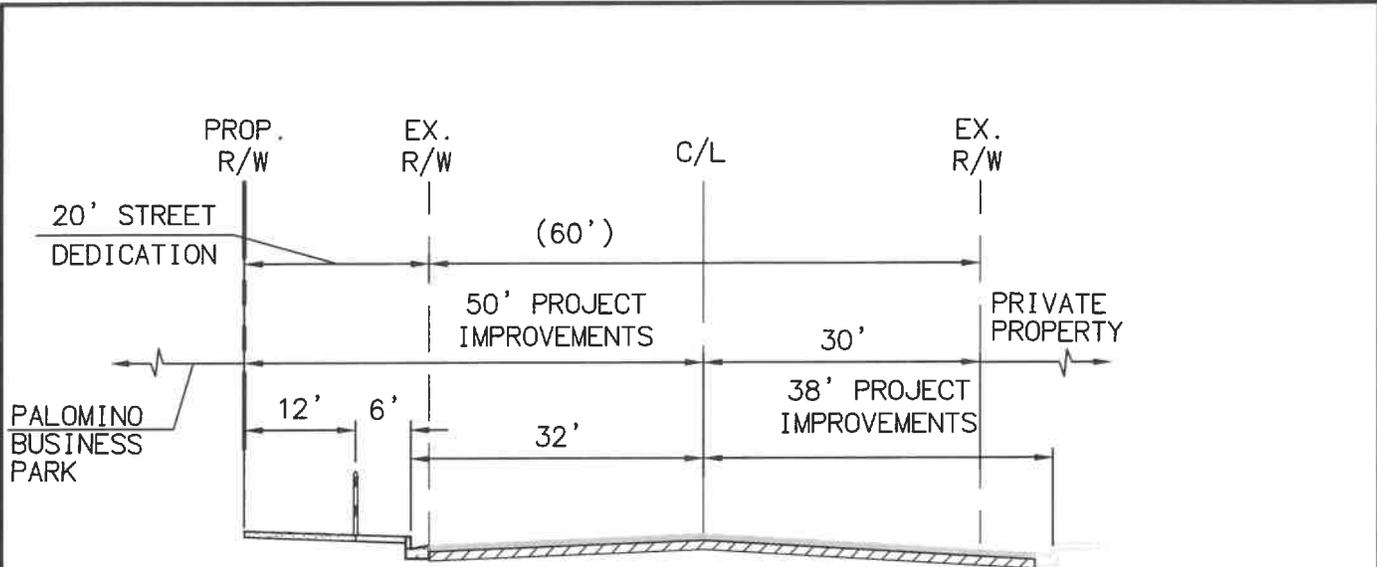
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**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20



**SECTION O-O**

NOT TO SCALE

STA. 57+32.03 TO STA. 58+64.03  
 \*CURB & GUTTER TRANSITIONS FROM  
 32' TO 38' FROM CENTERLINE

**LEGEND**

-  PROPOSED EQUESTRIAN TRAIL
-  PROPOSED AC OVER CAB
-  PROP SIDEWALK
-  EX. GRADE
-  PROPOSED GRIND & OVERLAY
-  PROPOSED CURB & GUTTER

SHEET 13 OF 13

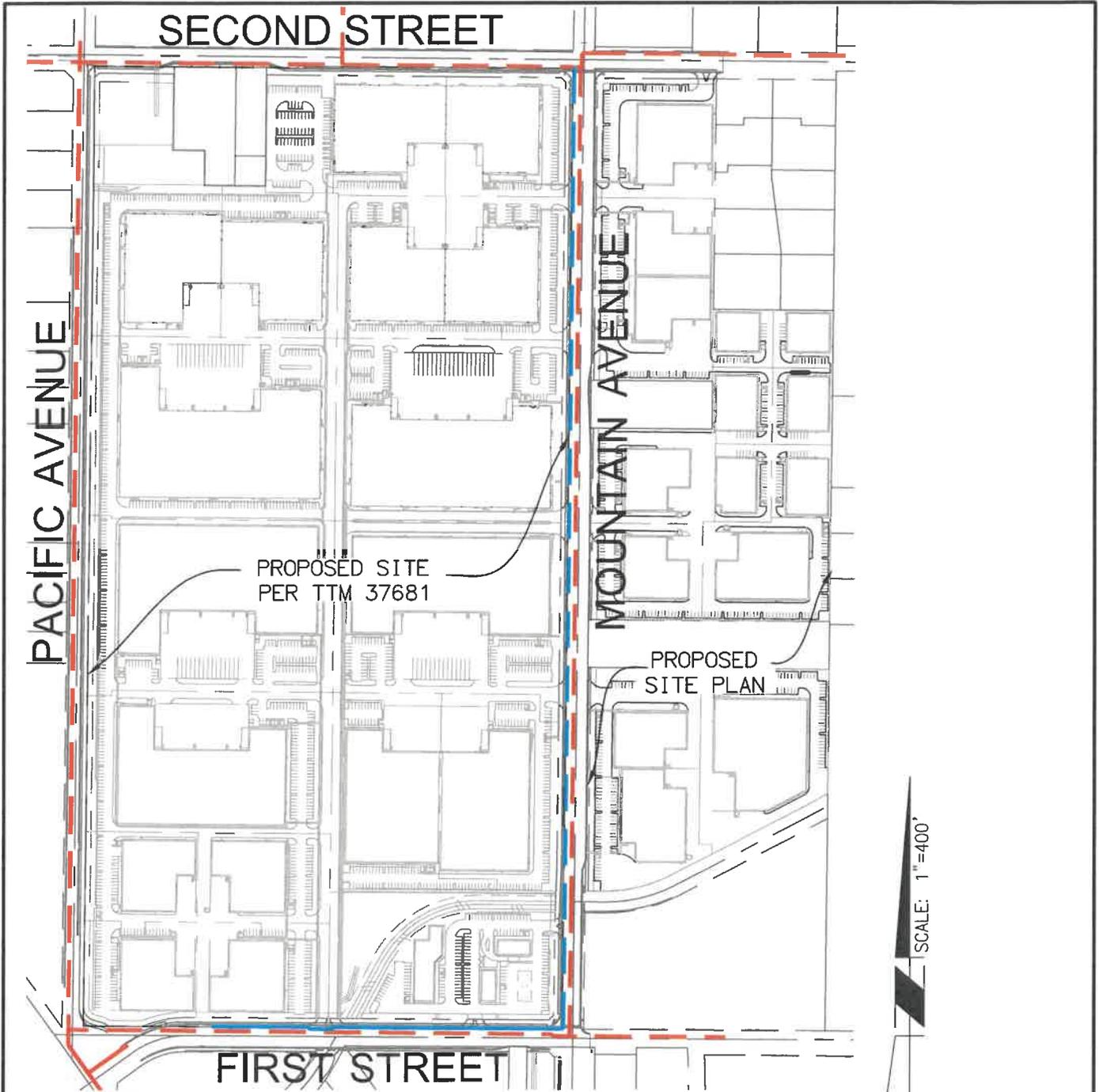
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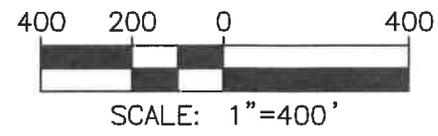
**DEVELOPMENT AGREEMENT**  
**STREET IMPROVEMENTS**

SCALE: NTS DATE: 08/06/20



**LEGEND:**

-  EXISTING PUBLIC WATER
-  PROPOSED PUBLIC WATER - CITY REIMBURSEMENT
-  PROPOSED PUBLIC WATER



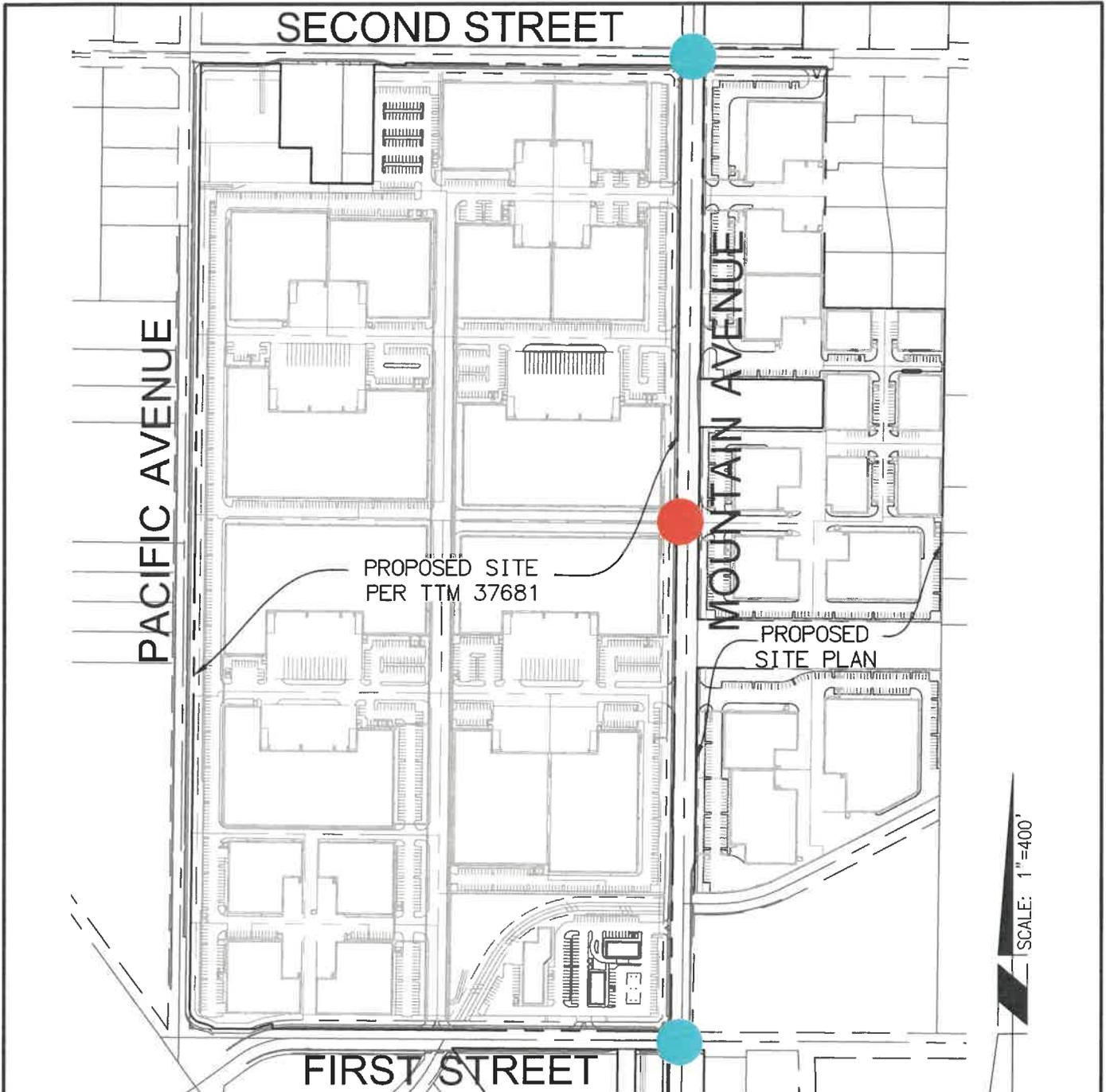
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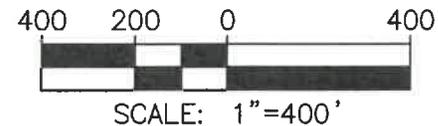
**DEVELOPMENT AGREEMENT**  
**WATER IMPROVEMENTS**

SCALE: 1"=400'      DATE: 08/06/20



**LEGEND:**

- PROPOSED TRAFFIC SIGNAL - CITY REIMBURSEMENT
- PROPOSED TRAFFIC SIGNAL - DEVELOPER RESPONSIBILITY



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**DEVELOPMENT  
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 TRAFFIC SIGNALS**

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