

## **RESOLUTION NO. 2019-**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAKE ELSINORE, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, APPROVAL OF DEVELOPMENT AGREEMENT NO. 2019-02 FOR AN APPROXIMATELY 12,411 SQUARE FOOT CANNABIS FACILITY WITHIN AN EXISTING BUILDING LOCATED AT 29370 HUNCO WAY (APN: 377-120-032)**

**Whereas**, Ted Kingston, Roots 2 Harvest has filed an application with the City of Lake Elsinore (City) requesting approval of Planning Application No. 2019-22 (Development Agreement No. 2019-02 and Conditional Use Permit No. 2019-07) to establish an approximately 12,411 Square Foot (SF) Cannabis Facility within an existing building (Project). The Project would be configured in the following manner; Cultivation – 6,012 sf, Storage – 3,926 sf, Dispensary – 1,451 sf, Manufacturing – 411 sf, Distribution – 370 sf, and Office 241 sf. The Project is located at 29370 Hunco Way, generally located southwest corner of the intersection of Hunco Way and Collier, and more specifically referred to Assessor Parcel Number 377-120-032.); and,

**Whereas**, Section 6.0 of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) requires that all discretionary projects within a MSHCP Criteria Cell undergo the Lake Elsinore Acquisition Process (LEAP) and Joint Project Review (JPR) to analyze the scope of the proposed development and establish a building envelope that is consistent with the MSHCP criteria; and,

**Whereas**, Section 6.0 of the MSHCP further requires that the City adopt consistency findings demonstrating that the proposed discretionary entitlement complies with the MSHCP Criteria Cell, and the MSHCP goals and objectives; and,

**Whereas**, pursuant to Chapter 19.12 (Development Agreements) of the Lake Elsinore Municipal Code (LEMC) the Planning Commission (Commission) has been delegated with the responsibility of reviewing and making a recommendation to the City Council (Council) whether the development agreement is consistent with the City's General Plan and whether to approve the development agreement; and,

**Whereas**, on December 3, 2019, at a duly noticed Public Hearing, the Commission has considered evidence presented by the Community Development Department and other interested parties with respect to this item.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAKE ELSINORE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1:** That in accordance with the MSHCP, the Commission makes the following findings for MSHCP consistency:

1. The Project is not subject to the City's LEAP and the Western Riverside County Regional Conservation Authority's (RCA) JPR processes as it is not located within a Criteria Cell.
2. The Project is consistent with the Riparian/Riverine Areas, Vernal Pools Guidelines, and the Fuel Management Guidelines as the Project is wholly located within an existing building and does not include any earth disturbing activities therefore Sections 6.1.2 or 6.3.1 of the MSHCP are not applicable.



3. The Project is consistent with the Protection of Narrow Endemic Plant Species Guidelines and the Additional Survey Needs and Procedures because the project is not located within any Narrow Endemic Plant Species Survey Areas or Critical Species Survey Areas.
4. The Project is consistent with the Fuels Management Guidelines because the Project site is not within or adjacent to any MSHCP Criteria Cell or conservation areas.
5. The Project has been conditioned to pay any applicable MSHCP Local Development Mitigation fees.

**Section 2:** The Commission hereby finds and determines that the Project is categorically exempt from California Environmental Quality Act (Cal. Publ. Res. Code §§21000 et seq. "CEQA") and CEQA Guidelines (14. Cal. Code Regs. §§15000 et seq.), specifically pursuant to Section 15301 (Class 1 – Existing Facilities), because the Project proposes to establish a Cannabis Facility within an existing building. The site is fully developed and only minor interior alterations are planned in association with the proposed use.

**Section 3:** That in accordance with California Planning and Zoning Law and the Section 19.12.070 (Planning Commission report) of the LEMC, the Commission makes the following findings regarding Development Agreement No. 2019-02:

1. It is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

*The proposed Development Agreement will help to offset the potential costs incurred by the City associated with the establishment of a Cannabis related facility within an industrial district. The Project site's General Plan Land Use designation is Limited Industrial (LI). The proposed Project is consistent the LI land use designation and with the objectives, policies, general land uses and programs specified in the General Plan.*

2. It is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

*The proposed Development Agreement will facilitate the establishment of the Cannabis related facility within an existing building. The Project is located in the Limited Industrial (LI) General Plan Land use designation and the General Manufacturing (M-2) Zoning designation, which is consistent with the applicable General Plan Land Use Designation. The proposed use is a permitted use subject to the approval of a Conditional Use Permit within the M-2 Zoning designation.*

3. It is in conformity with public convenience, general welfare and good land use practices.

*The proposed Cannabis related facility which will be facilitated through the proposed Development Agreement was found to be a high value development which will have beneficial impacts to the surrounding community. Furthermore, the Project has been reviewed and conditioned by all applicable City departments to reduce the potential for any adverse effects.*

4. It will not be detrimental to the health, safety and general welfare.



*The proposed Development Agreement will facilitate the establishment of a Cannabis related facility within an existing building. The proposed Project has been reviewed and conditioned by all applicable City departments to reduce the potential for any adverse effects to the health, safety and general welfare.*

5. It will not adversely affect the orderly development of property or the preservation of property values;

*The proposed Development Agreement will facilitate the establishment of a Cannabis related facility within an existing building. The proposed use has been analyzed and staff has determined that the proposed use meets all applicable sections of the LEMC and will complement the existing uses. The Project was found not to adversely affect the orderly development of property or the preservation of property values.*

6. It is consistent with the provisions of Government Code Sections 65864 through 65869.5.

*The proposed Development Agreement includes all mandatory provisions required by Government Code § 65865.2 and does not include any provisions that are not authorized by the Development Agreement Act.*

**Section 4:** Based upon the evidence presented, both written and testimonial, and the above findings, the Commission hereby recommends that the Council find that the Project is consistent with the MSHCP.

**Section 5:** Based upon the evidence presented, the above findings, and the Conditions of Approval imposed upon the Project, the Commission hereby recommends that the Council approve Development Agreement No. 2018-02.

**Section 6:** This Resolution shall take effect immediately upon its adoption.

**Passed and Adopted** on this 3<sup>rd</sup> day of December, 2019.

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Michael Carroll, Chairman

**Attest:**

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Justin Kirk,  
Assistant Community Development Director

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF LAKE ELSINORE        )



I, Justin Kirk, Assistant Community Development Director of the City of Lake Elsinore, California, hereby certify that Resolution No. 2019-\_\_ was adopted by the Planning Commission of the City of Lake Elsinore, California, at a regular meeting held on the 20<sup>th</sup> day of November, 2018 and that the same was adopted by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Justin Kirk,  
Assistant Community Development Director



Exhibit A



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Lake Elsinore  
130 South Main Street  
Lake Elsinore, CA 92530  
Attn: City Clerk

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(Space Above Line For Recorder's Use Only)  
(Exempt from Recording Fees Per Gov. Code § 27383)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE

CITY OF LAKE ELSINORE

AND

R2H HOLDINGS LLC



**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF LAKE ELSINORE  
AND R2H HOLDINGS LLC**

This Development Agreement (“Agreement”), dated for identification only as of December 1, 2019, is made by and between the City of Lake Elsinore, a California municipal corporation (“City”), and R2H Holdings LLC, a California limited liability company (“Developer”). This Agreement shall take effect on the “Effective Date,” as this term is hereafter defined. City and Developer may each be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**A.** In 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (“CUA”), which was codified under Health and Safety Code section 11262.5 *et seq.*, and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.”

**B.** In 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 *et seq.*) (“MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

**C.** In September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis.

**D.** The MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees.

**E.** On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants.



**F.** AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products.

**G.** On June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. Senate Bill 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities. The new consolidated provisions under Senate Bill 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”) to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis.”

**H.** On September 16, 2017, Governor Brown signed Assembly Bill 133 into law, which provided cleanup and substantive changes to MAUCRSA, including the removal of the requirement that licensed premises remain “separate and distinct” for each license type.

**I.** MAUCRSA grants local jurisdictions discretion over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction and, if authorized, where within such jurisdiction.

**J.** On November 28, 2017, the City Council approved Ordinance No. 1382 amending the Lake Elsinore Municipal Code (“LEMC”) Chapter 17.156 to: (i) require all cannabis businesses in the City to have a State license and a City cannabis business permit; (ii) establish procedures for the review and issuance of a cannabis business permit; (iii) to allow cannabis dispensaries, cannabis distribution, indoor cannabis cultivation, cannabis manufacturing and cannabis testing laboratories in M-1 (limited manufacturing) and M-2 (general manufacturing) zoning districts; and (iv) establish regulations related to such activities.

**K.** Ordinance No. 1382 allows persons to engage in a permissible “Cannabis Business” upon the City’s issuance of a “Cannabis Business Permit,” which requires City approval of a conditional use permit, development agreement, and other applicable approvals.

**L.** Developer has an equitable interest in that certain real property located at 29370 Hunco Way in the City of Lake Elsinore, County of Riverside, State of California, Assessor's Parcel Number 377-120-032, which is within a manufacturing zoning district (the “Site”).

**M.** The Site is more particularly described in the legal description attached hereto as Exhibit A, and the combined Site Plan and Floor Plan is attached hereto as Exhibit B.

**N.** Developer affirms that it has an equitable interest in the Site, evidenced in writing with the owner of the Site, R2H Investments LLC (the “Property Owner”), for the purpose of carrying out the Project.

**O.** The Property Owner (Developer’s affiliate) has provided notarized written consent to the terms of this Agreement and the recordation thereof, attached hereto as Exhibit C.



**P.** Developer proposes to improve, develop, and use the Site for a Cannabis Business (as defined below), in accordance with California Cannabis Laws (as defined below) and the LEMC, as each may be amended from time to time (the “Project”).

**Q.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.* (the “Development Agreement Statute”), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

**R.** Consistent with the requirements of the Development Agreement Statute, the City adopted LEMC, Chapter 19.12 (“Development Agreement Ordinance”) authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.

**S.** LEMC, Section 19.12.010 requires submittal of an application along with information and supporting data as requested by the Director of Community Development for consideration of any development agreement. Developer has satisfied this requirement.

**T.** On December 3, 2019, the City of Lake Elsinore Planning Commission held a duly noticed public hearing to consider the Developer’s application for this Agreement and recommended to the City Council approval of this Agreement.

**U.** On December 10, 2019, the City Council held a duly noticed public hearing to consider this Agreement and found and determined that this Agreement: (a) is consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan and any applicable specific plan; (b) is compatible with the uses authorized in, and the regulations prescribed for the Site and the surrounding area and will not adversely affect the orderly development of the Site or the preservation of property values; (c) is in conformity with public convenience, general welfare and good land use practices; (d) will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; and (e) constitutes a lawful, present exercise of the City’s police power and authority under the Development Agreement Statute and Development Agreement Ordinance.

**V.** Based on the findings set forth in Section 1.1, the City Council entered into this Agreement pursuant to and in compliance with the requirements of the Development Agreement Statute and the Development Agreement Ordinance; and did therefore, in approving this Agreement introduce for first reading Ordinance No. \_\_\_\_\_ (the “Enabling Ordinance”). On January 14, 2020, the City Council conducted the second reading of the Enabling Ordinance thereby approving this Agreement, to become effective thirty (30) days after the adoption thereof.



**NOW, THEREFORE**, in consideration of the mutual terms, obligations, promises, covenants and conditions contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, and each of them, agree as follows:

## **AGREEMENT**

### **ARTICLE 1. GENERAL PROVISIONS**

**1.1. Findings.** City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with the City’s General Plan.

**1.2. Recitals.** The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 9 of this Agreement, the provisions of Articles 1 through 9 shall prevail.

**1.3. Exhibits.** The following “Exhibits” are attached to and incorporated into this Agreement:

Exhibit A	Legal Description
Exhibit B	Site Plan and Floor Plan
Exhibit C	Property Owner Consent

**1.4. Definitions.** All following initially-capitalized words, terms, and phrases have the meanings assigned to them below, unless the context indicates otherwise.

**“Additional City Approvals”** means all ministerial and discretionary permits, licenses, or other similar entitlements that must be secured by the Developer in order to develop the Project on the Site, in addition to the Conditional Use Permit and the Cannabis Business Permit.

**“Additional Insureds”** has the meaning set forth in Section 5.1.

**“Agreement”** means this Development Agreement and all Exhibits attached hereto.

**“AUMA”** has the meaning as set forth in the Recitals, above.

**“California Building Standards Codes”** means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the LEMC.



***“California Cannabis Laws”*** includes AUMA, MAUCRSA, CUA, the MMP, and the regulations adopted and promulgated by the State Licensing Authorities pursuant to such laws, as such laws and regulations may be amended from time to time.

***“Cannabis”*** means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.

***“Cannabis Business”*** includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

***“Cannabis Business Permit”*** means the City permit established and authorized by LEMC, Section 17.156.040, authorizing permissible Cannabis Business activity which can only be issued upon City approval of a conditional use permit, development agreement, and Additional City Approvals for each proposed Cannabis Business activity project.

***“City”*** means the City of Lake Elsinore, a municipal corporation.

***“City Council”*** means the City of Lake Elsinore City Council as described in LEMC, Chapter 2.08.

***“City Manager”*** means the City Manager of the City of Lake Elsinore, or designee, as described in LEMC, Chapter 2.04.

***“Community Benefits”*** has the meaning set forth in Section 4.1 of this Agreement.

***“Community Benefits Fees”*** has the meaning set forth in Section 4.2 of this Agreement.

***“Conditional Use Permit”*** means a conditional use permit issued by the City to Developer pertaining to Developer’s development of the Project, pursuant to LEMC, Chapter 17.168. In the event that the Conditional Use Permit may not have been issued to the Developer as of the Effective Date, the City hereby reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of the Conditional Use Permit.

***“CUA”*** has the meaning as set forth in the Recitals, above.

***“Developer”*** means R2H Holdings LLC, a California limited liability company.



***“Development Agreement Ordinance”*** has the meaning as set forth in the Recitals, above.

***“Development Agreement Statute”*** has the meaning as set forth in the Recitals, above.

***“Development Regulations”*** means the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Site, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Developer’s rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Developer in writing: the City’s General Plan; any existing Specific Plan that include the Site, and, to the extent not expressly superseded by this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use for obtaining required City permits and approvals for development, and similar matters that may apply to development of the Project on the Site during the Term of this Agreement that are set forth in Title 16 of the LEMC (Subdivisions), Title 17 of the LEMC (Zoning), and Title 19 of the LEMC (Development). Notwithstanding the foregoing, the term “Development Regulations,” as used herein, does not include any City ordinance, resolution, code, rule, regulation or official policy governing any of the following: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; (v) the exercise of the power of eminent domain; or (vi) the California Building Standards Codes.

***“Effective Date”*** has the meaning as set forth in Section 1.6.

***“Exhibits”*** has the meaning set forth in Section 1.3.

***“Floor Area”*** means rentable interior floor area at the Site; rentable square footage measured based on Building Owners and Managers Association International industrial building standards.

***“Marijuana”*** has the same meaning as cannabis and those terms may be used interchangeably.

***“MAUCRSA”*** has the meaning as set forth in the Recitals, above.

***“MCRSA”*** has the meaning as set forth in the Recitals, above.

***“MMP”*** has the meaning as set forth in the Recitals, above.

***“MMRSA”*** has the meaning as set forth in the Recitals, above.

***“Mortgage”*** has the meaning set forth in Article 6.

***“Non-Payment Penalty”*** has the meaning set forth in Section 4.3.



***“Notice of Non-Payment Penalty”*** has the meaning set forth in Section 4.3.

***“Project”*** has the meaning as set forth in the Recitals, above.

***“Property Owner”*** means R2H Investments LLC, a California limited liability company.

***“Regulatory Fees”*** mean charges owed by the Developer to the City for the City’s costs incurred in processing applications related to the Project, administering its cannabis-related ordinance with regard to the Project, and monitoring legal compliance of the Project on the Site, including, but not limited to building and safety-related inspections by the City.

***“Site”*** has the meaning as set forth in the Recitals, above.

***“State Cannabis License”*** means a license, including a temporary license, to conduct Cannabis Business activities issued by a State Licensing Authority to Developer for the Development of the Project on the Site.

***“State Licensing Authority”*** means the state agency responsible for the issuance, renewal, or reinstatement of State Cannabis Licenses, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

***“Term”*** has the meaning described in Section 1.7.

***“Term Commencement Date”*** has the meaning described in Section 1.7.

**1.5. Project is a Private Undertaking.** The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Project.

**1.6. Effective Date of Agreement.** This Agreement shall become effective (the “Effective Date”) upon the date when all of the following conditions have been satisfied: (i) the City ordinance approving this Agreement becomes effective; (ii) this Agreement has been fully executed by the Parties; and (iii) the Developer have delivered evidence of insurance coverage in favor of the City as set forth in Article 5 of this Agreement.

**1.7. Term.** The term of this Agreement (the “Term”) shall be twenty (20) years commencing from the issuance of the Cannabis Business License to Developer for the Project (the “Term Commencement Date”). Nothing in this Section 1.7 shall prohibit or otherwise restrict the termination of this Agreement in accordance with Section 1.8.

**1.8. Termination.** This Agreement shall terminate upon the occurrence of any of the following events:

- a. the expiration of the Term;



- b. the Developer no longer has a possessory, legal or other equitable interest in the Site;
- c. the Developer has ceased all operations related to the Project on the Site for a period of one year or more;
- d. mutual written consent of the Parties;
- e. abandonment of the Developer's Conditional Use Permit pursuant to LEMC, Section 17.168.080 including the failure of the Developer to commence operation of the Project on the Site within the time presented following the approval of the Conditional Use Permit;
- f. suspension or revocation of Developer's Conditional Use Permit pursuant to LEMC, Section 17.168.110;
- g. following the Term Commencement Date, the failure to have a valid Cannabis Business Permit for the Project;
- h. following the Term Commencement Date, the failure to have a valid Developer's State Cannabis Permit for the Project; or
- i. unauthorized assignment of interest of the Developer in the Project or in the Site pursuant to Section 9.1 of this Agreement.

The rights and obligations of the Parties set forth in Sections 4.2, 4.3, 4.4, 5.4, 9.2, 9.3, 9.4, and 9.6 of this Agreement and any right or obligation of the Parties in this Agreement, which by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

#### **1.9. Operating Memoranda; Amendment of Agreement.**

a. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. The Development of the Developer Property may demonstrate that clarifications to this Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law, the Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for those which relate to the (i) term; (ii) permitted uses; or (iii) density or intensity of use. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (iii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing which reference this Section 1.9(a). Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to



constitute an amendment to this Agreement which requires compliance with the provisions of Section 1.9(b) below.

b. Amendment. Subject to the notice and hearing requirements of the Government Code, this Agreement may be modified or amended from time to time only with the written consent of the Developer and the City or their successors and assigns in accordance with the provisions of the Development Agreement Ordinance and the Development Agreement Statute.

**1.10. Fees.** Developer agrees to pay all Regulatory Fees, Community Benefits Fee, and any other applicable fees to the City related to Developer's development and operation of the Project on the Site.

## **ARTICLE 2. DEVELOPMENT OF THE PROPERTY**

**2.1. Intent.** Developer has expended and will continue to expend substantial amounts of time and money planning and preparing for development of the Project. Developer represents and City acknowledges that Developer would not make these expenditures without this Agreement, and that Developer is and will be making these expenditures in reasonable reliance upon its vested rights to develop the Project as set forth in this Agreement.

**2.2. Vested Right to Develop.** During the Term, Developer shall have the vested right to develop the Project on the Site, in accordance with the Agreement, the Conditional Use Permit, Additional City Approvals if any, the Cannabis Business Permit, the City's Development Regulations.

**2.3. Permitted Uses and Operational Requirements.** Developer shall be permitted to develop, construct, and use the Site to carry out the Project, consistent with California Cannabis Laws, this Agreement, the Conditional Use Permit, Additional City Approvals, the Cannabis Business Permit, the LEMC (as may be amended except for the Development Regulations), and the State Cannabis License.

**2.4. Additional Entitlements, Approvals, and Permits.** Successful implementation of the Project may require the Developer to obtain additional approvals and permits from City and other local and state agencies. In connection with the consideration and issuance of any such Additional City Approval which is not ministerial in nature, the City reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of each City Additional Approval.

**2.5. Conditional Use Permit.** Pursuant to LEMC, Chapter 19.12, Developer shall not engage in the permitted uses set forth above pertaining to the Project on the Site without first obtaining the Conditional Use Permit allowing for the operating of a "cannabis business" (as defined in Section 17.156.030 of the LEMC).

**2.6. Cannabis Business Permit.** Pursuant to LEMC, Section 17.156.040, no person may engage in a "cannabis business" in the City without obtaining a Cannabis Business Permit.



**2.7. State Cannabis License.** Pursuant to California Cannabis Laws, Developer shall not engage in the permitted uses set forth above pertaining to the Project on the Site without first obtaining a State Cannabis License necessary to conduct the type of Cannabis Business on the Site as authorized by the Cannabis Business Permit.

### **ARTICLE 3. APPLICABLE RULES, REGULATIONS, AND OFFICIAL POLICIES**

**3.1. Rules on Permitted Uses.** Unless otherwise provided in this Agreement, the City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Site and the maximum height, bulk, and size of proposed buildings related to the Project on the Site shall be those in force and effect at the time of the City's issuance of the Cannabis Business Permit for the development of the Project at the Site.

**3.2. Rules on Design and Construction.** Unless otherwise provided in this Agreement, the ordinances, resolutions, rules, regulations, and official policies governing the design, improvement, and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the City's issuance of the Cannabis Business Permit for the development of the Project at the Site.

**3.3. Uniform Codes Applicable.** Unless otherwise provided in this Agreement, the Project shall be improved and constructed in accordance with the provisions of the California Building Standards Codes in effect at the time as of the time of the City's consideration of approval of the relevant permit sought by Developer for the Project.

**3.4. Changes Mandated by Federal or State Law.** The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the LEMC, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with City's Cannabis Uses (LEMC, Ch. 17.156) or Cannabis Business Permit. As provided in section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the LEMC or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project



that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

**3.5. Health and Safety Emergencies.** In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project.

**3.6. Reservation of Authority.** Any other provision of this Agreement to the contrary notwithstanding, the development of the Project shall be subject to new or modified ordinances, resolutions, rules, regulations, and official policies related to the following:

a. Regulatory Fees imposed on the Developer by the City, which are charged by the City to cover its actual and reasonable expenses incurred in processing permits, licenses, and other entitlements related to the Project, administering its cannabis-related ordinance with regard to the Project, and monitoring legal compliance of the Project on the Site, including, but not limited to building and safety-related inspections by the City;

b. Development impact fees or charges imposed by the City on and in connection with a development or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable laws (e.g., school district impact fees pursuant to Government Code Section 65995), or general or special taxes and assessments.

c. Procedural regulations related to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and other similar procedural matters; and

d. Regulations, including, but not limited to, the California Building Standards Codes, necessary to protect the public health and safety so long as such regulations are generally applicable and do not impose a severe and significant financial burden on the Developer or materially delay the development or carrying out of the Project as contemplated in this Agreement.

## **ARTICLE 4. COMMUNITY BENEFITS FEE**

**4.1. Intent.** The Parties acknowledge and agree that this Agreement confers substantial private benefits on the Developer that will place significant burdens, including both known costs and potential but currently unknown costs, on City infrastructure, services, and neighborhoods and that the private benefits provided to the Developer should be balanced with commensurate public benefits for the community (“Community Benefits”). Accordingly, City and Developer recognize and agree that but for Developer’s payments as provided herein, City would not and could not approve use of the Site for the Project as provided by this Agreement. City’s approval of this Agreement is in reliance upon and in consideration of Developer’s agreement to make the payments required hereunder.



**4.2. Community Benefits Fee.** In addition to Developer’s obligation to pay the City through its Regulatory Fees, Developer shall be obligated to provide Community Benefits as follows, which shall be referred to as the “Community Benefits Fee”:

a. **Community Benefits Fee.** Concurrent with the Term Commencement Date, and on each anniversary thereafter, Developer shall make payment to the City pursuant to the following fee schedule:

All Cannabis Business activities	\$18.72 per square foot of Floor Area annually
----------------------------------	--

Notwithstanding the foregoing, Developer may elect, on a one-time basis, to make payment of the Community Benefit Fee due on the Term Commencement Date in two equal installments, the first one-half installment to be made on the Term Commencement Date and the second one-half installment to be due and payable on a date six (6) months from the Term Commencement Date.

b. **Annual Increase.** In order to account for the increasing cost of providing City services, the Community Benefits Fee set forth in Section 4.2(a) shall be increased annually commencing on each anniversary of the Term Commencement Date (each of which day shall be referred to as an “Adjustment Date”). Each Adjustment Date shall be numbered in sequence (e.g., First Adjustment Date, Second Adjustment Date, Third Adjustment Date, etc.). Each such annual increase in the Community Benefits Fee shall be determined as follows:

Four percent (4%) of the amount of the Community Benefits Fee payable immediately preceding such adjustment (For example and for illustration purposes only, if Developer’s Community Benefits Fee was \$178,495.20 [ $\$18.72 \times 9,535$  square feet of Floor Area] upon the initial issuance of a Cannabis Business Permit on March 15, 2020, the Community Benefits Fee due on the First Adjustment Date, that is, March 15, 2021, is the product of \$178,495.20 times 1.04, in which case the Community Benefits Fee payable on the First Adjustment Date would be \$185,635).

**4.3. Penalty.** If Developer fails to make a payment of the Community Benefits Fee, as required by this Agreement, the City may impose a “Non-Payment Penalty.” A Non- Payment Penalty of five percent (5%) shall be applied to all past due Community Benefits Fees. The City shall deliver to Developer a “Notice of Non-Payment Penalty.” Payment of the Non- Payment Penalty and past due Community Benefits Fees shall be in a single installment due on or before a date fifteen (15) days following delivery of the Non-Payment Penalty.

**4.4. Interest on Unpaid Non-Performance Penalty; Past Due Community Benefits Fees.** If Developer fails to pay the Non-Performance Penalty and all past due Community Benefits Fees after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty and past due Community Benefit Fees, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty and past due Community Benefit Fees,



from a date fifteen (15) days following delivery of the Notice of Non-performance Penalty. Notwithstanding the foregoing provisions of this Section 4.4, in no event shall the rate of interest payable by Developer exceed the maximum rate of interest permitted to be charged under applicable law.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1. General Liability Insurance.** Developer shall maintain comprehensive general liability insurance issued by a California admitted insurance courier whose Best Insurance Guide, current edition insurance rating is not less than “B+(vii)” with a per-occurrence combined single limit of not less than Two Million Dollars (\$2,000,000) with a claim deduction not more than One Hundred Thousand Dollars (\$100,000) per claim. Such insurance policy shall name the City and City’s elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives as “Additional Insureds” by endorsement with respect to the performance of this Agreement and shall include either a severability of interest clause or cross-liability endorsement and other customary and reasonable endorsements and provisions approved by the City’s risk manager.

**5.2. Workers’ Compensation Insurance.** Developer shall maintain workers’ compensation insurance for all its employees employed at or on the Project. Developer shall require each contractor and subcontractor working at or on the Project to provide workers’ compensation insurance for its respective employees. Developer indemnification of City set forth in Section 5.4 of this Agreement shall apply to Developer’s failure to maintain any such insurance.

**5.3. Evidence of Insurance.** Evidence of the insurance in favor of the City required under Section 5.1 shall be provided to the City as of the Effective Date. Thereafter no Cannabis Business Permit for the Project shall be valid unless and until Developer furnishes satisfactory evidence of the other insurance required in Article 5 of this Agreement. In each case, the evidence of insurance provided to the City shall include satisfactory evidence that the insurance carrier shall give the City at least fifteen (15) days’ prior notice of the cancellation or reduction in coverage of each policy of insurance required in Article 5 of this Agreement.

**5.4. Indemnification.** The Developer agrees to indemnify, defend with counsel acceptable to City, and hold harmless the City and City’s elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives from any and all claims, costs (including legal fees and costs), or liabilities of any kind arising out of or connected to any act or omission of Developer or Developer’s contractor, subcontractor, agent, or representative related to its establishment or operation of the Project or arising out of or related to the approval or issuance of any permit, license, or approval by the City for the Project, except to the extent such claims, costs, and liabilities are caused by the sole negligence or willful misconduct of the City. The Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge related to such claims, costs, or liabilities.

**5.5. Failure to Indemnify.** The Developer’s failure to indemnify the City, when required by this Agreement, shall constitute a material breach of this Agreement and of any



applicable Conditional Use Permit, Cannabis Business Permit, and Additional City Approvals, which shall entitle the City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which the City may rescind its approval of any entitlement, permit, or license related to the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against the City and City's elected and appointed councils, boards, commissions, legislative bodies, officials, employees, and representatives based upon the City's rescission or revocation of any applicable Conditional Use Permit, Cannabis Business Permit, and Additional City Approvals, or City's failure to defend any claim, action, or proceeding based upon Developer's failure to indemnify the City.

**5.6. Waiver of Damages; Referendum.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from the Developer and, therefore, the Developer hereby waives all claims for damages against City for breach of this Agreement. The approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. The Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

**5.7. Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

## **ARTICLE 6. MORTGAGEE PROTECTION**

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing.

## **ARTICLE 7. PERIODIC REVIEW**

City shall review this Agreement ("Periodic Review") in accordance with the Development Agreement Ordinance, including LEMC, Section 19.12.140 and the procedures set forth in LEMC, Section 19.12.150. Notwithstanding the foregoing, the City's failure to review



the Developer's compliance with this Agreement, at least annually, will not constitute or be asserted by either Party as a breach by the other Party.

## **ARTICLE 8. DEFAULT**

**8.1. General Provisions.** The failure of either Party to perform any obligation or duty under this Agreement within the time required by this Agreement shall be a default and after the giving of notice and the passage of the applicable amount of time, such a default shall constitute an event of default.

**8.2. Notice.** The "Complaining Party" may not assert that an event of default has occurred against the "Defaulting Party" unless the Complaining Party has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.

**8.3. Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default except as provided in the next sentence. In the case of a monetary default (e.g. failure to make the payments of fees required under this Ordinance), any such default must be cured by the payment of the amount demanded within such thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if:

- a. The cure is commenced at the earliest practicable date following receipt of notice;
- b. The cure is diligently prosecuted to completion;
- c. At the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and
- d. The default is cured at the earliest practicable date, but in no event later than sixty (60) days after receipt of the first notice of default.

**8.4. Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, an event of default shall be deemed to have occurred and the Complaining Party shall have the right to seek all appropriate remedies, at law or in equity, including specific penalty or termination of this Agreement without further or separate notice to the Defaulting Party.

**8.5. Estoppel Certificates.**

- a. City shall, upon not less than thirty (30) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an estoppel certificate in writing which certifies that this Agreement is in full force



and effect, that there are no breaches or defaults under the Agreement except as described in such estoppel certificate, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

b. The City may recover its actual and reasonable costs and attorneys' fees in connection with the timely dealing of any such estoppel certificate, in an amount not to exceed \$2,500 per estoppel certificate.

## **ARTICLE 9. OTHER GENERAL PROVISIONS**

**9.1. Assignment.** The rights and obligations of Developer hereunder shall not be assigned or transferred, except that on thirty (30) days written notice to City, Developer may assign all or a portion of Developer's rights and obligations there under to any person or persons, partnership or corporation who purchases all or a portion of Developer's right, title and interest in the Site, or Project, provided such assignee or grantee assumes in writing each and every obligation of Developer hereunder yet to be performed, and further provided that Developer obtains the written consent of City to the assignment, which consent shall not be unreasonably withheld. Notwithstanding the foregoing provision concerning the written consent of City, and provided that the assignment is to an affiliate of Developer (an entity which is controlled by, controls, or is under common control with, Developer), the City shall in such cases provide its written consent provided that all other requirements of this Section 9.1 are satisfied. The notice to City shall include the identity of any such assignee and a copy of the written assumption of the assignor's obligations hereunder pertaining to the portion assigned or transferred. After such notice and the receipt of such consent, the assignor shall have no further obligations or liabilities hereunder. The City Manager may act on behalf of City regarding any actions concerning the assignment of this Agreement.

**9.2. Notices.** Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, or by overnight delivery, to the respective mailing addresses, as follows:

If to City:	City of Lake Elsinore 130 S. Main Street Lake Elsinore, CA 92530 Attn: City Manager
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If to Developer:	R2H Holdings LLC 29370 Hunco Way Lake Elsinore, CA 92532 Attn: Mr. Ted Kingston
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Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, or air bill.



**9.3. Governing Law and Venue.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Riverside County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Riverside, California.

**9.4. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

**9.5. Constructive Notice and Acceptance.** Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

**9.6. Reserved.**

**9.7. Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

**9.8. Integration.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

**9.9. Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**9.10. Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.



**9.11. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**9.12. Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

**9.13. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement.

**9.14. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

**9.15. Attorneys' Fees and Costs.** Unless otherwise provided in this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**9.16. Calculation of Time Period.** All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

**9.17. Recordation of Development Agreement.** The City Clerk shall cause a copy of this Agreement to be recorded against title of the Site within ten (10) business days of the Effective Date.

*[SIGNATURES ON NEXT PAGE]*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

“CITY”

CITY OF LAKE ELSINORE,  
a municipal corporation

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

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

“DEVELOPER”

R2H HOLDINGS LLC,  
a California limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Managing Member



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 \_\_\_\_\_, before me, \_\_\_\_\_ a  
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 of Notary

(Affix seal here)



<p>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.</p>
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STATE OF CALIFORNIA )  
 ) §  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ a  
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 of Notary

(Affix seal here)



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 \_\_\_\_\_, before me, \_\_\_\_\_ a 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 of Notary

(Affix seal here)



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The Land referred to herein below is situated in the City of Lake Elsinore, County of Riverside, State of California, and is described as follows:

PARCEL 6 AS SHOWN ON LOT LINE OF ADJUSTMENT NO. 01-02, AS EVIDENCED BY DOCUMENT RECORDED MAY 17, 2001 AS INSTRUMENT NO. 2001-217189 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 7 OF PARCEL MAP NO. 29325, AS SHOWN ON A MAP RECORDED IN BOOK 196, PAGES 66 THROUGH 67, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 42°58'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, 199.76 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL;

THENCE NORTH 47°04'30" WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 129.43 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 8 OF SAID PARCEL MAP;

THENCE SOUTH 42°55'30" WEST, 171.76 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 8;

THENCE NORTH 47°04'30" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 8, 189.40 FEET TO A POINT ON A 517.00 FOOT RADIUS REVERSE CURVE CONCAVE WESTERLY AND THE EASTERLY LINE OF PARCEL "A" TO WHICH A RADIAL LINE BEARS NORTH 70°29'50" WEST;

THENCE SOUTHERLY 24.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'28" TO A POINT ON A 583.00 FOOT RADIUS REVERSE CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS NORTH 73°14'18" WEST;

THENCE SOUTHERLY 6.17 FEET CONTINUING ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 00°36'21" TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 7;

THENCE SOUTH 47°04'30" EAST ALONG SAID SOUTHWESTERLY LINE, 305.58 FEET TO THE POINT OF BEGINNING.

APN #: 377-120-032-3



**EXHIBIT B**  
**SITE PLAN AND FLOOR PLAN**  
[BEGINS ON NEXT PAGE]



ROOT 2 HARVEST DISPENSARY TENANT IMPROVEMENT

APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA 92530

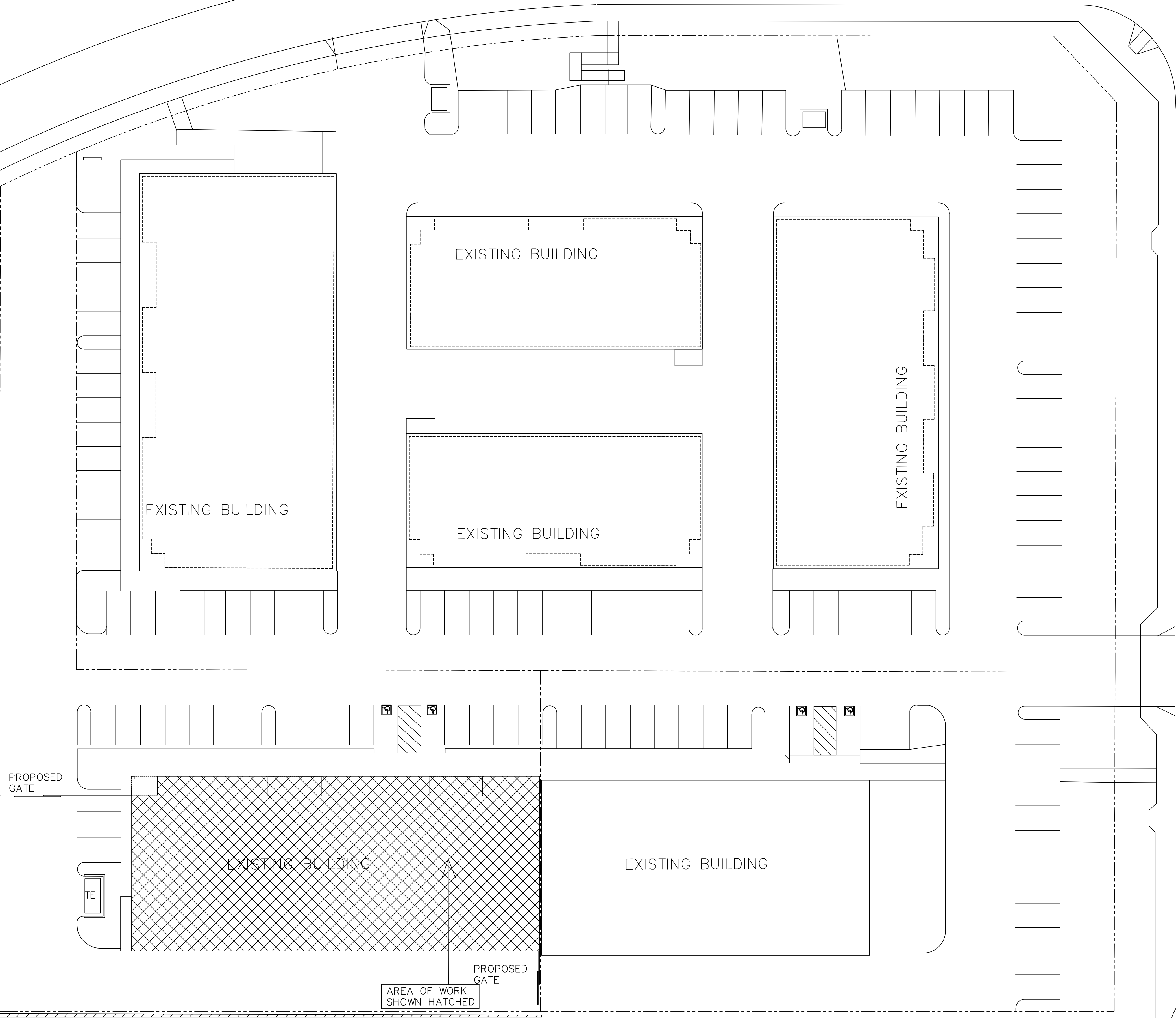
BUILDING SUMMARY		SCOPE OF WORK	BUILDING NOTES	EQUIPMENT & LOAD NEEDS	VICINITY MAP N.T.S.																						
APN: 377-120-032 ADDRESS: 29370 HUNCO WAY LAKE ELSINORE, CA 92530 LEGAL DESCRIPTION: 377-120-032 RECORDED BOOK/PAGE: PM 196/66 SUBDIVISION NAME:PM 29325 LOT/PARCEL: 7		SCOPE OF WORK: SITE TO REMAIN EXISTING. TENANT IMPROVEMENTS FOR 29370 HUNCO WAY AND WILL BE ADJUSTED TO CANNABIS DISPENSARY CULTIVATION AND RETAIL. THIS INCLUDES ADDING NEW WALLS TO DIVIDE THE SPACE AND ADDING A SECOND STORY FOR STORAGE.	GENERAL  1. ALL WORK SHALL COMPLY WITH THE FOLLOWING: A. 2016 EDITION OF THE CALIFORNIA BUILDING CODE & LATEST ATTACHMENTS. B. CALIFORNIA ADMINISTRATIVE CODE TITLES B, 19 AND 24 C. CITY OF MORENO VALLEY CODE OF ORDINANCES.  2. DO NOT SCALE DRAWINGS, CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO BIDDING AND START OF CONSTRUCTION. IF DISCREPANCIES ARE FOUND, NOTIFY DESIGNER IMMEDIATELY FOR CLARIFICATIONS.  3. SUBSTITUTIONS FOR SPECIFIED MATERIALS REQUIRE THE APPROVAL OF THE DESIGNER.  4. THE DESIGNER SHALL BE NOTIFIED IMMEDIATELY OF THE UNAVAILABILITY OF SPECIFIED MATERIALS OR EQUIPMENT WHICH WILL DELAY THE SCHEDULED CONSTRUCTION COMPLETION DATE.  5. ALL CONTRACTORS SHALL MAINTAIN THE PREMISES CLEAN AND FREE FROM ALL TRASH AND DEBRIS. THE FIXTURES, EQUIPMENT GLAZING, FLOORS, ETC. SHALL BE LEFT CLEAN AND READY FOR OTHER THE NEXT TRADE OR OCCUPANCY.  6. ANY WORK INSTALLED IN THE CONFLICT WITH THE CONSTRUCTION DRAWINGS, WITHOUT PRIOR APPROVAL OF THE DESIGNER OR THE OWNER, SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.  7. LIGHT, VENTILATION, AND SANITATION SHALL COMPLY WITH SECTION 1202-3.4 IF THE 2016 CALIFORNIA BUILDING CODE.  8. THE TITLE-24 ACCESS REGULATIONS AND THE TITLE-24 ENERGY CONSERVATION STANDARDS FOR NONRESIDENTIAL BUILDINGS HAVE BEEN REVIEWED AND THE DESIGN, DRAWINGS AND CALCULATIONS SUBMITTED CONFORM SUBSTANTIALY WITH THOSE REGULATIONS.  9. THE BUILDING COMPLIES WITH TITLE-24 AND ADA HANDICAP REQUIREMENTS ON ENTRANCE PATH OF TRAVEL TO AREAS BEING REMODELED AND RESTROOMS.  10. BUSINESS LICENSE REQUIRED FOR ALL SUBCONTRACTORS PRIOR TO PERMIT ISSUANCE.	1. PACKING   DISTRIBUTION SUB PANEL 120 AMP 12.5 TON DAIKIN AC @ 60 AMP MISC. 110V @ 20 AMP= 40 AMP  2. OFFICE   MANUFACTURING   PROCESSING   CULTIVATION VEG a. SUB PANEL 250 AMP b. 6 ROWS TRIPLE STACK W/ 36 TABLES W/ 2 LED PER TABLE d. 72 SPYDR 2 P LED LIGHTS @2.3 AMP=165.5 AMP e. 12.5 TON DAIKIN AC @ 60 AMP f. 8 CIRCULATION FANS @ 1 AMP = 8 AMP g. 1 QUEST 225 DEHUMIDIFIER @ 6 AMP h. 2 MAX INLINE FANS @ 2 AMP = 4 AMP i. .5 HP IRRIGATION TRANSFER PUMP @ 2 AMP j. EXTRACTION EQUIPMENT @ 60 AMP k. 2 MISC 110V = 40 AMP  3. CULTIVATION   FLOWER 9PM-9AM a. SUB PANEL 500 AMP b. 12 ROWS DOUBLE STACK W 64 TABLES W/ 2 LED PER TABLE d. 128 SPYDR 2 P LED LIGHTS @2.3 AMP=294.4 AMP e. 2 12.5 TON DAIKIN AC @ 60 AMP = 120 AMP f. 12 CIRCULATION FANS @ 1 AMP = 12 AMP g. 2 QUEST 225 DEHUMIDIFIER @ 6 AMP =12 AMP h. 2 1.6HP TRANSFER PUMPS @ 2 AMP= 4 AMP i. 4 14" MAX FANS @ 2 AMP = 8 AMP j. 2 MISC 110V = 20 AMP= 40 AMP  4. CULTIVATION   FLOWER 9PM-9AM a. SUB PANEL 500 AMP b. 12 ROWS DOUBLE STACK W 64 TABLES W/ 2 LED PER TABLE d. 128 SPYDR 2 P LED LIGHTS @2.3 AMP=294.4 AMP e. 2 12.5 TON DAIKIN AC @ 60 AMP = 120 AMP f. 12 CIRCULATION FANS @ 1 AMP = 12 AMP g. 2 QUEST 225 DEHUMIDIFIER @ 6 AMP =12 AMP h. 2 1.6HP TRANSFER PUMPS @ 2 AMP= 4 AMP i. 4 14" MAX FANS @ 2 AMP = 8 AMP j. 2 MISC 110V = 20 AMP= 40 AMP  5. CULTIVATION   FLOWER 9PM-9AM a. SUB PANEL 500 AMP b. 12 ROWS DOUBLE STACK W 64 TABLES W/ 2 LED PER TABLE d. 128 SPYDR 2 P LED LIGHTS @2.3 AMP=294.4 AMP e. 2 12.5 TON DAIKIN AC @ 60 AMP = 120 AMP f. 12 CIRCULATION FANS @ 1 AMP = 12 AMP g. 2 QUEST 225 DEHUMIDIFIER @ 6 AMP =12 AMP h. 2 1.6HP TRANSFER PUMPS @ 2 AMP= 4 AMP i. 4 14" MAX FANS @ 2 AMP = 8 AMP j. 2 MISC 110V = 20 AMP= 40 AMP	 																						
PROPERTY CHARACTERISTIC CONSTRUCTION TYPE: SPECIAL CONSTRUCTION GARAGE TYPE: SPECIAL CONSTRUCTION CENTRAL COOL: YES CENTRAL HEAT: YES  SUPERVISORIAL DISTRICT: KEVIN JEFFRIES, DISTRICT 1  TOWNSHIP/RANGE: T5SR4W SEC 31 RHO ELEVATION RANGE: MIN 1268, AVG:1272, MAX: 1276 CITY BOUNDARY: LAKE ELSINORE AREA PLAN (RCIP): ELSINORE  RECORDED LOT SIZE: 0.7 ACRES ZONING: COMMERCIAL C-1 IN A CITY NOT IN A ZONING OVERLAY NOT IN A ZONE DISTRICT/AREA NOT IN A HISTORICAL PRESERVATION DISTRICT NOT IN A AGRICULTURAL PRESERVE NOT IN A FIRED HAZARD ZONE WRMSHCP: WESTERN RIVERSIDE COUNTY WESTERN TUMF: SOUTH WEST DIF DEVELOPMENT: ELSINORE, AREA 15 NO NEW DEVELOPMENT ADDED  WATERSHED: SAN ANA RIVER WATER DISTRICT: WESTERN MUNICIPAL WATER DISTRICT (EMWD)  FLOOD PLAIN REVIEW: OUTSIDE FLOOD PLAIN FLOOD CONTROL DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL NOT IN FAULT ZONE/LINE LIGHTING (ORD. 655) ZONE: B EASEMENTS: EXISTING  EXISTING LAND USE ADJACENT TO SITE: C-1  SCHOOL DISTRICTS: LAKE ELSINORE UNIFIED COMMUNITIES: LAKE ELSINORE TOTAL SITE SQ.FT: 30,050 SQ.FT.  BUILDING EAVES AND CANOPIES: EXISTING GROSS BUILDING AREA: 9,535 SQ FT BUILDING SQ FT FOR TENANT IMPROVEMENTS: 9,535 SQ FT PROPOSED TENANT IMPROVEMENTS: 12,471 SQ FT BUILDING HEIGHT: 18'-0"  EXISTING UTILITY LINES, SEWER ACCESS		THE COMMERCIAL CANNABIS BUSINESS, INCLUDING EXTERIOR AREAS AND SURROUNDING PUBLIC AREAS, WILL BE MANAGED, TO AVOID BECOMING A NUISANCE OR HAVING IMPACTS ON ITS NEIGHBORS AND THE SURROUNDING COMMUNITY. THIS WILL BE DONE BY SECURITY CAMERAS SURROUNDING THE PREMISES AND RESPONSIBILITY OF THE OWNER TO KEEP THE AREA CLEAN AND SAFE. AIR TREATMENT SYSTEM WILL BE ADDED TO CONTAIN ANY ODORS. PLEASE TO REFER TO SECURITY AND AIR-TREATMENT NOTES ON PAGE SP-1  AIR TREATMENT SYSTEM AMAIRCARE 4000 VOC CHEM WITH HEPA AND CARBON CANISTER AIRWASH FILTRATION SYSTEM. COVERS 18,000 FT3 (PROVIDES 1 ACH/HR)  "ALL THE USE OF AREAS ON THE PREMISES OF THE MEDICAL MARIJUANA DISPENSARY, INCLUDING ... EXTERIOR LIGHTING... AIR TREATMENT SYSTEM AND SIGNAGE.  SECURITY PLAN ACCORDING TO BCC 5044(G), SECURITY CAMERA FOOTAGE TO BE RETAINED FOR 90 DAYS.  PER BCC 5044(G) CAMERAS SHALL RECORD CONTINUOUSLY FOR 24 HOURS PER DAY.  CANNABIS ROOM USED TO STORE, PREPARE AND PACKAGE CANNABIS  CANNABIS TO LEAVE THE CANNABIS ROOM ONLY IN CORRECT PACKAGING TO AVOID ANY DECONTAMINATION AND FOR SECURITY REASONS  SECURITY CAMERAS TO BE ADDED TO EXTERIOR AND INTERIOR OF BUSINESS  CODE ANALYSIS APPLICABLE CODES: CITY OF MORENO VALLEYS CODE AND ORDINANCES 2016 C.B.C 2016 C.P.C 2016 C.M.C 2016 C.E.C 2016 C.F.C. 2016 CA ENERGY	<div><div><div>APECO</div><div>ENGINEERING CONSULTANTS, INC. 415 N SANTA FE AVE VISTA, CA 92084 TEL : 760.524.0932</div></div></div>																								
<table><tr><td>Job No.</td><td>KING-1</td></tr><tr><td>DATE</td><td>6/22/2019</td></tr><tr><td>DRAWN</td><td>MUNA RAHMAN</td></tr><tr><td>CHECKED</td><td>JALAL RAHMAN</td></tr><tr><td>SCALE</td><td>1" = 20'</td></tr><tr><td colspan="2">SHEET TITLE</td></tr><tr><td colspan="2">TITLE PAGE</td></tr><tr><td colspan="2">SHEET No. T-01</td></tr></table>						Job No.	KING-1	DATE	6/22/2019	DRAWN	MUNA RAHMAN	CHECKED	JALAL RAHMAN	SCALE	1" = 20'	SHEET TITLE		TITLE PAGE		SHEET No. T-01							
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SD-2	STRUCTURAL DETAILS																										

A TITLE SHEET



ROOT 2 HARVEST DISPENSARY  
APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA 92530

HUNCO WAY



PROJECT DATA

DESCRIPTION OF WORK: CHANGE IN OCCUPANCY FROM INDUSTRIAL (AUTO REPAIR) TO MARIJUANA CULTIVATION AND RETAIL SALES

OWNER: R2H INVESTMENTS LLC  
20930 MALAGA RD  
LAKE ELSINORE, CA 92530  
CONTACT : TED KINGSTON  
(801) 301-2179

PROJECT ADDRESS: 29370 HUNCO WAY  
LAKE ELSINORE

BUILDING AREA: 9 459 S.F.

EXISTING USE: CAR REPAIR

PROPOSED USE: CULTIVATION

TYPE OF CONSTRUCTION: V B ( FULLY SPRINKLERED )

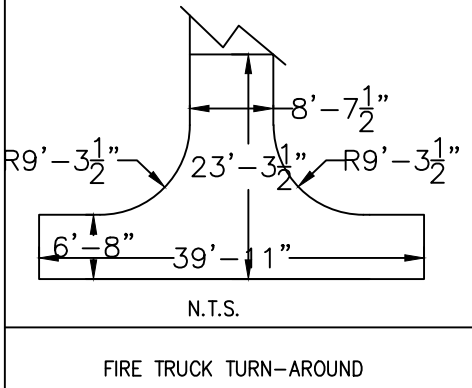
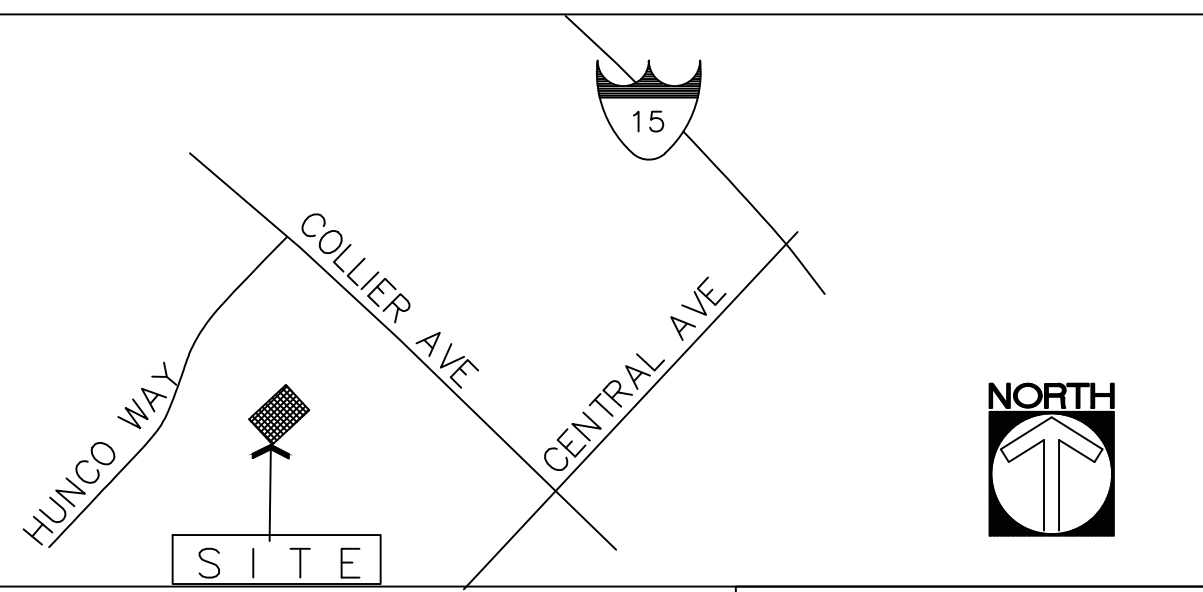
NUMBER OF STORIES: ONE

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:

- 2016 CALIFORNIA BUILDING
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA PLUMBING CODE
- 2016 CALIFORNIA FIRE CODE
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
- 2016 CALIFORNIA ENERGY CODE

- FIRE DEPARTMENT NOTES:
- BUILDING ADDRESS SHALL BE 10 INCHES HIGH WITH 1 1/2" STROKE
  - PROVIDE A KNOX BOX AT THE MAIN ENTRANCE
  - IF THERE ARE ANY MODIFICATIONS TO THE SPRINKLER SYSTEM, A DEFERRED SUBMITTAL WILL BE REQUIRED, AND SUBMITTED TO THE FIRE DEPARTMENT FOR APPROVAL PRIOR TO ANY MODIFICATIONS
  - THIS PROJECT IS TO BE PROTECTED THROUGHOUT BY AN APPROVED FIRE ALARM SYSTEM (MANUAL AND AUTOMATIC)
  - THIS PROJECT TO COMPLY WITH CFC CHAPTER 14 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

VICINITY MAP



SITE PLAN

ROOT 2 HARVEST DISPENSARY  
APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA 92530

DRAWING STATUS	DATE
SCHEMATICS	
DESIGN DEV.	
AGENCIES	
ESTIMATING	
BIDDING	
FOR CONST.	

REVISIONS	DATE

**APECO**  
ENGINEERING  
CONSULTANTS, INC.  
415 N SANTA FE AVE  
VISTA, CA 92084  
TEL : 760.524.0932

JOB NO.	KING-1
DATE	6/22/2019
DRAWN	MUNA RAHMAN
CHECKED	
SCALE	1" = 20'

SHEET TITLE  
EXISTING  
SITE PLAN

SHEET No.  
SP-1

NOTE:

- ALL LANDSCAPING TO REMAIN AS IS
- NO SITE WORK UNDER THIS PERMIT

"ALL PROPERTY LINES, EASEMENTS AND BUILDINGS BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN "



LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL- 6" X GA. STUDS @ 16" WITH 5/8" G.B. TYPE 'X' GYP. BD. ON BOTH SIDES
- WALL TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NEW DOOR
- EXISTING PLUMBING FIXTURE
- PLUMBING FIXTURE TO BE REMOVED
- EXISTING WINDOW TO REMAIN
- WINDOW TO BE REMOVED
- NEW WINDOW / STOREFRONT TO MATCH EXISTING
- EXIT

INDICATE EXIT SIGN

NOTES:

APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA  
92530

COMMERCIAL C-1

UNIT SQFT:  
9,459 SF

NO	DATE	INIT	DESCRIPTION
REVISIONS / ISSUED FOR			

**APECO**  
ENGINEERING  
CONSULTANTS, INC.  
415 N SANTA FE AVE  
VISTA, CA 92084  
TEL : 760.524.0932

JOB NO.	KING 1
DATE	6/22/2019
DRAWN	MUNA RAHMAN
CHECKED	

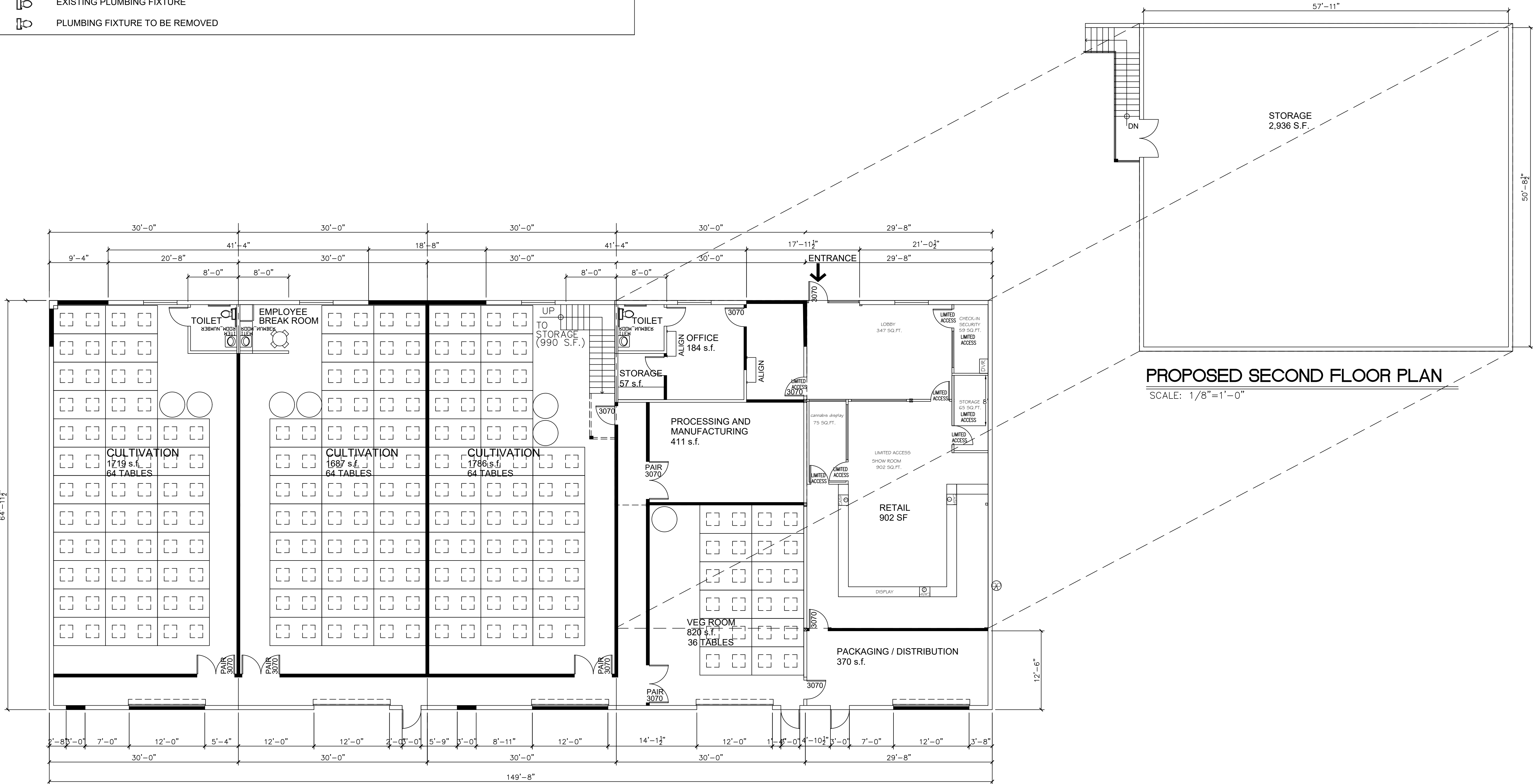
SHEET TITLE

PROPOSED  
FLOOR PLAN

DRAWING SCALE:  
1/8" = 1'

PROJECT NUMBER: KING-1

DRAWING NUMBER:  
A-1

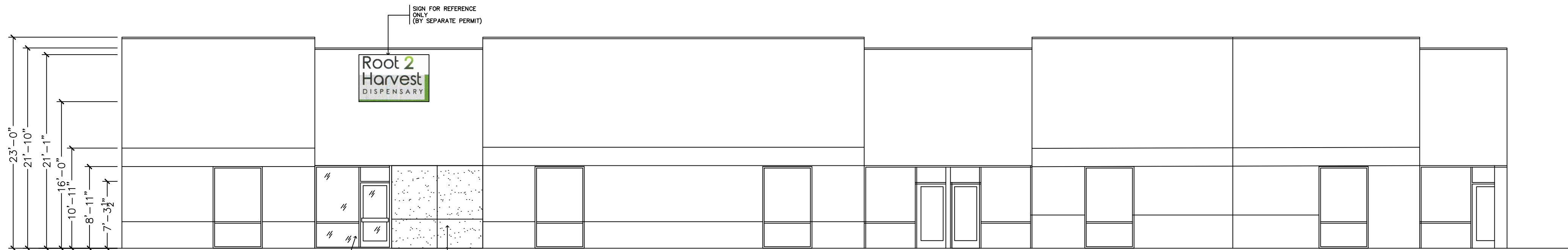


A FLOOR PLAN

Scale: 1/8"=1'

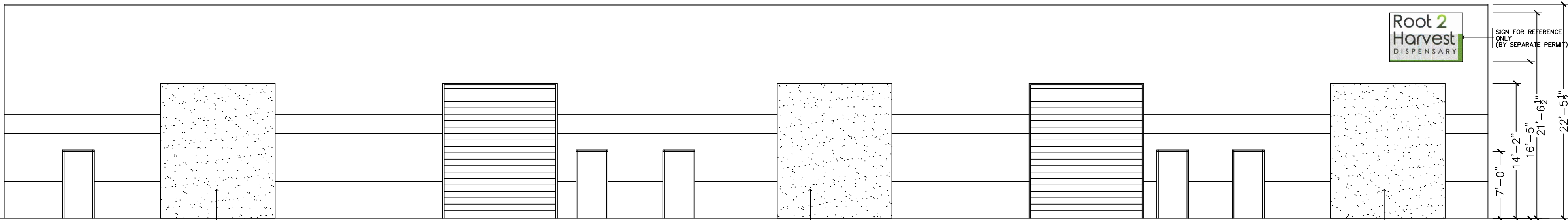






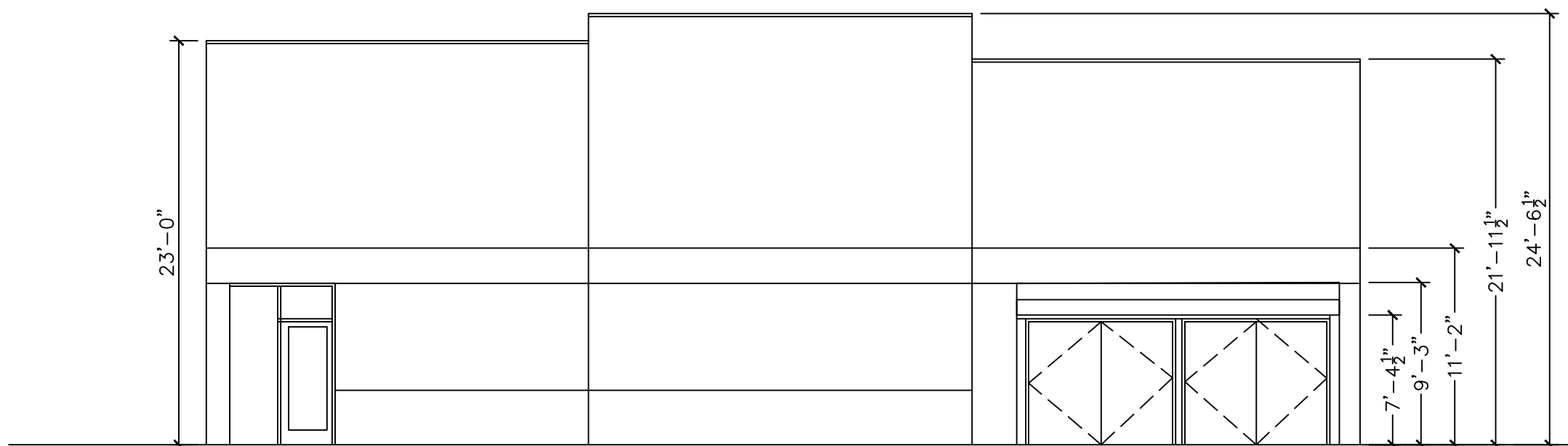
FRONT EXTERIOR ELEVATION

1/8"=1'-0"



REAR EXTERIOR ELEVATION

1/8"=1'-0"



RIGHT SIDE EXTERIOR ELEVATION

1/8"=1'-0"

A

ELEVATIONS

Scale: 1/8"=1'



NOTES:

APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA  
92530

COMMERCIAL C-1

UNIT SQFT:  
9,459 SF


NO DATE INIT DESCRIPTION

REVISIONS / ISSUED FOR

**APECO**  
ENGINEERING  
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415 N SANTA FE AVE  
VISTA, CA 92084  
TEL : 760.524.0932

JOB NO.	KING 1
DATE	6/22/2019
DRAWN	MUNA RAHMAN
CHECKED	

SHEET TITLE

ELEVATIONS

DRAWING SCALE:  
1/8" = 1'

PROJECT NUMBER: KING-1

DRAWING NUMBER:  
A-2



APN# 377-120-032  
29370 HUNCO WAY  
LAKE ELSINORE, CA  
92530

UNIT SQFT:  
9,459 SF

NO	DATE	INT	DESCRIPTION
REVISIONS / ISSUED FOR			

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JOB No.	KING 1
---------	--------

DATE	6/22/2019
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DRAWN	MUNA RAHMAN
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CHECKED	
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SHEET TITLE

DEMOLITION  
PLAN

PROJECT NUMBER: KING-1

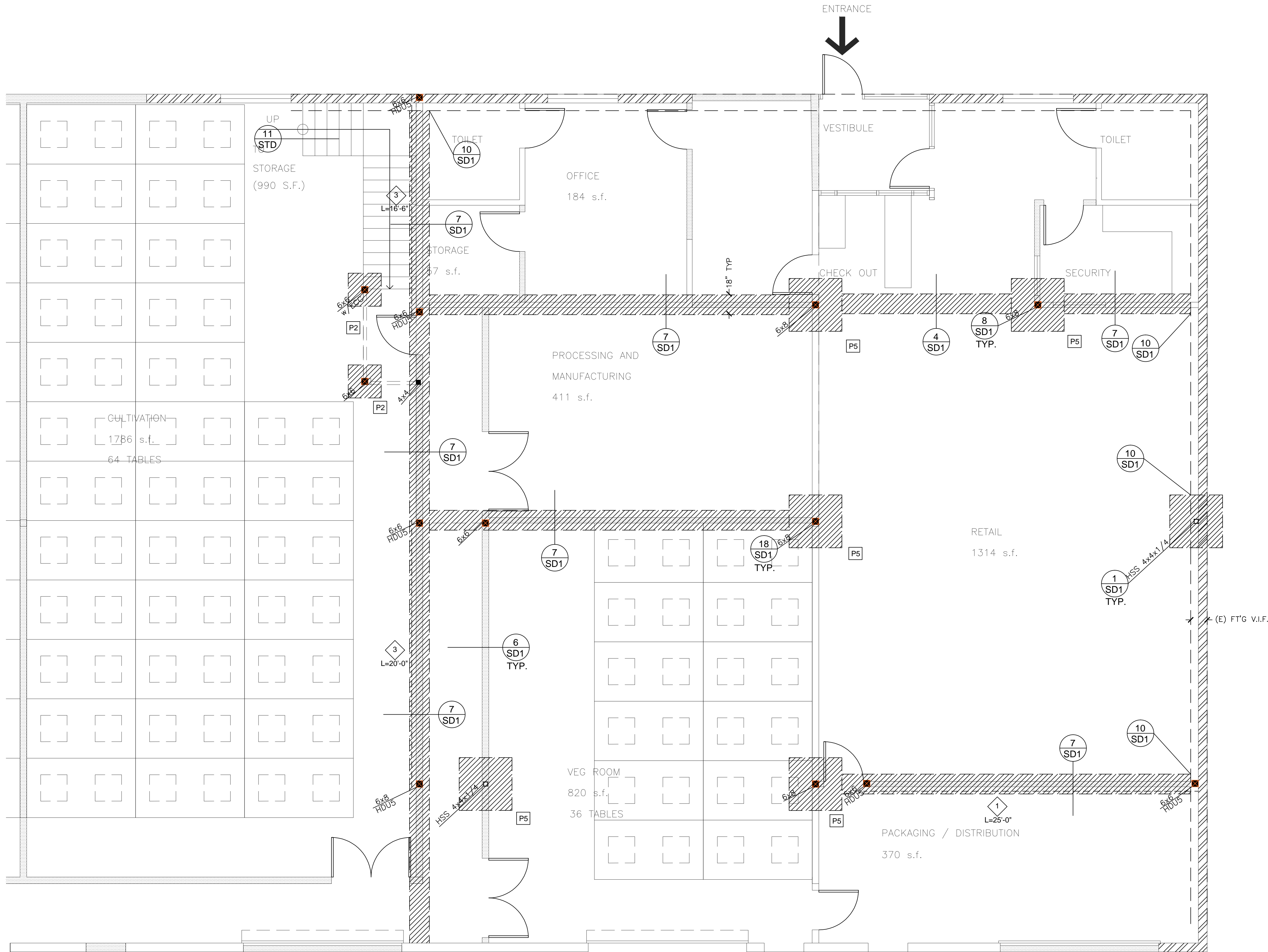
DRAWING NUMBER:  
D-1



Scale: 1/8"=1'







FOUNDATION PLAN  
1/4" = 1'-0"

(N) FOOTING  
(E) FOOTING

FOUNDATION NOTES:

1. REFER TO SHEET SN AND SD1 FOR GENERAL NOTE AND TYPICAL DETAILS
2. SEE ARCHITECTURE AND CIVIL DRAWINGS FOR SLOPE, STEPS, AND DRAINAGE REQUIREMENTS.
3. ALL SILL PLATE SHALL BE SBX/DDT AND ZINC BORATE PRESERVATIVE-TREATED LUMBER, U.N.D.

SHEAR WALL ANCHOR BOLT SCHEDULE

S.W. TYPE	A.B. DIAMETER	SILL PLATE & A.B. SPACING	PLF
6	5/8" DIAMETER	2x PLATE W/ A.B. AT 48" O.C.	200
4	5/8" DIAMETER	2x PLATE W/ A.B. AT 40" o/c	350
3	5/8" DIAMETER	3x PLATE W/ A.B. AT 24" o/c	490
2	5/8" DIAMETER	3x PLATE W/ A.B. AT 24" o/c	640
1	5/8" DIAMETER	3x PLATE W/ A.B. AT 16" o/c	870

NOTES:

1. PROVIDE 3" x 3" x 0.229" STEEL PLATE WASHER AT EACH ANCHOR BOLT.
2. SEE DETAIL 11/SD1 FOR ANCHOR BOLT SPECIFICATION & NON-SHEAR WALL A.B. SPACING
3. ALL SILL PLATE SHALL BE PRESSURE TREATED DOUGLAS FIR-LARCH

SHEAR WALL SCHEDULE  
2016 CBC (SDC C, D, E & F)

S.W. TYPE	DESCRIPTION	FDN. SILL PLATE & A.B. SPACING	PLF	INTERIOR 2ND & 3RD FLOOR SPN
6	3/8" WOOD STRUCTURAL PANEL W/ 8d NAILS AT 6" o/c AT EDGES AND 12" o/c AT FIELD	2x PLATE A.B. AT 48" o/c	200	(1) ROW OF 16d's AT 4" o/c
4	15/32" WOOD STRUCTURAL PANEL W/ 8d NAILS AT 4" o/c AT EDGES AND 12" o/c AT FIELD	2x PLATE A.B. AT 40" o/c	350	(2) ROWS OF 16d's AT 6" o/c
3	15/32" WOOD STRUCTURAL PANEL W/ 8d NAILS AT 3" o/c AT EDGES AND 12" o/c AT FIELD	3x PLATE A.B. AT 24" o/c	490	(2) ROWS OF 16d's AT 4" o/c
2	15/32" WOOD STRUCTURAL PANEL W/ 8d NAILS AT 2" o/c AT EDGES AND 12" o/c AT FIELD	3x PLATE A.B. AT 24" o/c	600	(1) ROW OF 1/4" x 3-1/2" LONG SDS SCREWS AT 4" o/c
1	15/32" STRUCT.1 WOOD STRUCTURAL PANEL W/ 10d AT 2" o/c AT EDGES AND 12" o/c AT FIELD	3x PLATE A.B. AT 16" o/c	870	(1) ROW OF 1/4" x 3-1/2" LONG SDS SCREWS AT 3" o/c w/ 2x PLATE

NOTES:

- A. WOOD STRUCTURAL PANEL SHALL MEET THE REQUIREMENTS OF STANDARD 23-2 OR 23-3. THESE VALUES ARE FOR DOUGLAS FIR-LARCH AND A STUD SPACING OF 16" o/c. OTHER LUMBER SPECIES MAY DIFFER IN SHEAR CAPACITIES.
- B. ALL PANEL EDGES TO BE BACKED WITH 2x OR WIDER FRAMING MEMBER. ALL TOP PLATE NAILING TO BE INTO "UPPER" TOP PLATE ONLY.
- C. WHERE PANELS ARE APPLIED TO BOTH FACES OF WALL AND NAIL SPACING IS LESS THAN 6" o/c, PANEL JOISTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS OR FRAMING JOISTS SHALL BE 3x OR WIDER AND NAILS STAGGERED ON EACH SIDE. PROVIDE 3x FOUNDATION SILL AT ALL DOUBLE SIDED SHEAR WALLS.
- D. FOR SHEAR WALL TYPE 1, PROVIDE A SINGLE 3x MINIMUM MEMBER FOR FOUNDATION SILL PLATES. FOR SHEAR WALL TYPES 3, 2, AND 1, PROVIDE MINIMUM 3x POST OR BLOCKING AT ADJOINING PANEL EDGES AND STAGGER NAILS.
- E. PROVIDE 3" x 3" x 0.229" STEEL PLATE WASHER AT EACH ANCHOR BOLT.
- F. ALL NAILING LISTED ABOVE SHOULD CONFORM TO THE NAILING SPECIFIED IN THE HARDWARE AND NAIL SCHEDULE LOCATED ON SHEET SN, NAILING AT ADJOINING PANELS EDGES, SILL PLATE, AND TOP PLATES SHALL BE STAGGERED FOR SHEAR WALL TYPE 2, AND 1.
- G. ALL EXTERIOR 2ND AND 3RD FLOOR WALLS ARE TO LAP PLYWOOD SHEAR TO RIM AND BE NAILED WITH (2) ROWS OF EDGE NAILING DIRECTLY TO RIM. THIS ELIMINATES THE NEED FOR ADDITIONAL SOLE PLATE NAILING & BLOCKING.

PAD FOOTING SCHEDULE

FTG MARK	SIZE(LxWxD)	REINFORCEMENT	REMARK
P1	24"SQ.x12"	4-#4 EA WAY AT BOT	--
P2	30"SQ.x18"	4-#4 EA WAY AT BOT.	--
P3	36"SQ.x18"	5-#4 EA WAY AT BOT.	--
P4	42"SQ.x18"	6-#4 EA WAY AT BOT.	--
P5	48"SQ.x18"	7-#4 EA WAY AT BOT.	--

M.S. CONSULTING ENGINEERING  
Residential Commercial Industrial

12631 Imperial HWY #F-230, Santa Fe Springs, CA 90670  
Tel: (562) 863-9999 Fax: (562) 863-9991  
EMAIL: MSPSE@GMAIL.COM

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REVISIONS

No.	DATE	DESCRIPTION

STORAGE ADDITION  
29370 HUNCO WAY, LAKE ELSINORE, CA

FOUNDATION PLAN

JOB No. 19038

DRAWN BY P. Khanal

DATE 7-23-2019

SCALE

SHEET No.

S-1.0





### FRAMING NOTE:

1. REFER TO DETAILS ON SHEET STD FOR NAILING SCHED., STUDS / PLATE NOTCH, TRIMMER & KING POST SCHD.
2. PROVIDE "HU" HANGER FROM FLUSH BEAM TO FLUSH BEAM CONNECTION U.N.D. ON PLAN.
3. PORVIDE NUMBER OF STUDS THAT MATCH THE PLY OF GIRDER TRUSSES FROM FT'G TO TOP PLATE OR SOLID BLK'G BETWEEN THE TOP OF HDR & BOT OF THE TOP PLATES AT ALL GIRDER TRUSS LOCATIONS U.N.D.

JOB No.	19038
DRAWN BY	P. Khanal
DATE	7-23-2019
SCALE	
SHEET No.	

## S-2.0



GENERAL NOTES:

ALL WORK TO CONFORM TO THE 2016 CBC AS AMENDED BY LAKE ELSINORE CITY, CA

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS, CONDITIONS AT THE JOBSITE, AND TO CROSS CHECK ALL DETAILS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL DRAWINGS WITH RELATED REQUIREMENTS ON THE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND/OR CIVIL DRAWINGS AND TO THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. FLOOR AND WALL OPENINGS, SLEEVES, VARIATIONS IN STRUCTURAL SLAB ELEVATIONS, DEPRESSED AREAS AND ALL OTHER ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND/OR CIVIL REQUIREMENTS MUST BE COORDINATED BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
3. IN ALL CASES WHERE A CONFLICT MAY OCCUR SUCH AS BETWEEN ITEMS INCLUDED IN THE SPECIFICATIONS AND NOTES ON THE DRAWINGS OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE ENGINEER SHALL BE NOTIFIED AND WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENT.
4. DETAIL MARKED "TYPICAL" SHALL APPLY IN ALL SIMILAR CASES UNLESS SPECIFICALLY INDICATED OTHERWISE.
5. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION.
6. EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE NOTED OR SHOWN IN THE PLANS OR SPECIFICATIONS, ALL PHASES OF WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, LATEST EDITION, AS WELL AS ALL APPLICABLE STATE AND LOCAL ORDINANCES.
7. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON THE STRUCTURAL DRAWINGS.
8. THE PRECISE DIMENSIONS AND LOCATIONS OF ALL DOOR AND WINDOW OPENINGS SHALL BE DETERMINED FROM THE ARCHITECTURAL DRAWINGS, OTHER FLOOR, WALL AND ROOF OPENINGS AS REQUIRED BY MECHANICAL, ELECTRICAL OR SIMILAR REQUIREMENTS AS VERIFIED FROM SHOP DRAWINGS, EQUIPMENT DATA, ETC., AS REQUIRED.
9. THE CONSTRUCTION DOCUMENT REPRESENTS A FINISHED PRODUCT. UNLESS NOTED OTHERWISE, IT DOES NOT INDICATE THE METHOD OF CONSTRUCTION, TEMPORARY BRACING, SHORING AND TEMPORARY SUPPORT FOR ANY STRUCTURAL COMPONENTS AND FOR CONSTRUCTION LOAD IMPOSED BY CONSTRUCTION EQUIPMENT AND / OR ARISEN DUE TO THE WEIGHT OF THE STORED CONSTRUCTION MATERIALS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS AND PROCEDURES.
10. ALL WORK OF THE CONTRACTOR, SUB-CONTRACTORS, AND BUILDER SHALL CONFORM TO CURRENT GOOD PRACTICES. NOT ALL ASPECTS OF GOOD PRACTICES ARE SHOWN ON THE CONTRACT DRAWINGS.
11. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR LOCATION AND CONSTRUCTION OF DRAFTSTOPS, FIRE BLOCKING, DAMPERS AND OTHERS ITEMS NECESSARY FOR FIRE PROTECTION. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR LOCATION AND CONSTRUCTION OF FLASHING, FLASHINGS, EXTERIOR FINISHES, TREATMENTS OR OTHER MATERIAL REQUIRED FOR DAMPPROOFING OR MOISTURE CONTROL.
12. FOR ANY PRE-MANUFACTURED PRODUCTS OR MATERIALS OF CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH AND FOR PROPER EXECUTION OF MANUFACTURER'S INSTRUCTIONS, REQUIREMENTS AND CONDITIONS OF APPROVAL PRIOR TO INSTALLATION AND/OR USE.
13. ALL OF THE WOOD FRAMING STRUCTURAL COMPONENTS SPECIED ON THE PLAN SHALL BE PROTECTED FROM WATER/MOISTURE FROM THE ARCHITECTURAL DRAWINGS. THE METHODS OF PROTECTION OF THESE STRUCTURAL COMPONENTS ARE NOT THE RESPONSIBILITY OF THE ENGINEER OF RECORD AND NOT DETAILED. REFER TO THE ARCHITECTURAL DOCUMENTS AND THE BUILDING CODE FOR WATER / MOISTURE PROOFING METHODS AND FIRE PROOFING DETAILS.
14. THERE SHALL BE NO TRENCHES OR EXCAVATIONS 5 FEET OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND, OR OBTAIN NECESSARY PERMIT FROM STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT.
15. ANY ASTM DESIGNATIONS SHALL BE AS AMENDED TO DATE.

CONCRETE:

1. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150 - TYPE II.
2. MINIMUM 28-DAY ULTIMATE COMPRESSIVE STRENGTH 2500 PSI, U.N.O. CONTINUOUS INSPECTION BY A DEPUTY INSPECTION IS NOT REQUIRED.
3. AGGREGATES: LIGHTWEIGHT ASTM C-330 HARDROCK ASTM C-330
4. CONCRETE COVERAGE OF REINFORCING STEEL: UNFORMED SURFACES CAST DIRECTLY AGAINST EARTH. SLABS ON EARTH: AT CL SLAB 3 INCHES ALL OTHER CONCRETE FORMED AND/OR FINISHED SURFACES EXPOSED TO EARTH OR WEATHER. #5 BAR AND SMALLER 1-1/2 INCHES #6 BAR AND LARGER 2 INCHES
5. FORMS AND SHORING SHALL REMAIN UNDISTURBED AS FOLLOWS: VERTICAL SURFACES 3 DAYS STRUCTURAL SLAB 10 DAYS
6. ALL REINFORCING STEEL, DOWEL, EMBEDDED HARDWARE, HOLD DOWN BOLTS, STRAPS, AND POST BASES MUST BE WELL SECURED IN PROPER LOCATIONS PRIOR TO PLACING CONCRETE.
7. MAXIMUM IN-PLACE DENSITY OF NONSTRUCTURAL LIGHTWEIGHT CONCRETE FLOOR TOPPING IS TO BE 100lb/cu. ft.
8. REFER TO SLAB PLAN NOTES FOR ADDITIONAL INFORMATION, U.N.O.

REINFORCING STEEL:

1. ALL REINFORCING STEEL: NOTE: #4 AND SMALLER ASTM A-615, GRADE 40 #5 AND LARGER ASTM A-615, GRADE 60
2. WELDED WIRE FABRIC ASTM A-185
3. REINFORCING MARKED CONT. (CONTINUOUS) MAY BE SPLICED WITH LAPS AS SPECIFIED IN THE CODE, UNLESS OTHERWISE SPECIFIED.

SOILS AND FOUNDATION

1. THE FOUNDATION DESIGN IS BASED ON 2016 CBC MINIMUM SOIL BEARING PRESSURE = 1500 PSF
2. THE ENGINEER OF RECORD MUST BE INFORMED OF ANY CHANGES IN DESIGN CRITERIA MADE BY THE SOIL ENGINEER IN THE COURSE OF CONSTRUCTION.
3. ALL FOOTINGS AND SLABS SHALL BE FOUND ON FIRM UNDISTURBED NATURAL SOILS OR COMPACTED FILL.
4. ALL COMPACTED FILL SHALL BE PLACED IN AN APPROVED MANNER WITH A MINIMUM DENSITY OF 90% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557.
5. SYSTEM AND ALL DRAINAGE SHALL BE CONDUCTED TO THE STREET IN AN ACCEPTABLE MANNER AND IN A NON-EROSIVE DEVICE.
6. REFER TO FOUNDATION PLANS, NOTES & DETAILS FOR ADDITIONAL INFORMATION.
7. ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF SHALLOW FTG.; ALLOWABLE PASSIVE PRESSURE: 300 PCF AND 2000 PSF MAX; CONCRETE-SOILS FRICTION: 0.3

ICC ESR / LARR. REFERENCE LIST

A COPY OF THE ICC ESR / LARR REPORT AND/OR CONDITIONS OF THE LSITING SHALL BE MADE AVAILABLE AT THE JOBSITE.

- A.B. ICC ESR-2611 / LARR#25209  
-HOLD-DOWNS ICC ESR-2330 / LARR#25720  
-STRAPS ICC ESR-2105 / LARR#25713  
-FTA ICC ESR-2613 / LARR#25718  
-A35 / LTP4 ICC ESR-2506 / LARR#25910  
-HANGERS ICC ESR-2803 / LARR#25807  
-HFx HARDY SHEAR PANEL: ICC ESR-2508 / LARR#25759  
-PARALLAM ICC ESR-1387 / LARR#25202  
-STEEL STRONGWALL ICC ESR-1679 / LARR#25625  
-STRONGWALL ICC ESR-1267 / LARR#25427  
-TJI WOOD JOIST ICC ESR-1153 / LARR#25538  
-STRAP TIE HOLD-DOWNS ICC ESR-2920  
-SSTB & SB ICC ESR-2611

WOOD ROUGH FRAMING:

1. ALL LUMBER USED FOR STRUCTURAL PURPOSES SHALL BE DOUGLAS FIR-LARCH, GRADED IN ACCORDANCE WITH THE WEST COAST LUMBER INSPECTION BUREAU. ALL LUMBER SHALL BE LESS THAN 19% MOISTURE CONTENT FOR ALL CONSTRUCTION. CONTRACTOR SHALL TEST AND MANAGE MOISTURE CONTENT TO ENSURE PROPER MOISTURE CONTENT DURING ALL STORAGE AND HANDLING OPERATIONS.
2. THE MINIMUM GRADES SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE ON PLANS (ALL WOOD MUST BE GRADE MARKED):

HORIZONTAL FRAMING MEMBERS (JOIST AND BEAMS)		
2X	D.F. #2	
4X12 OR SMALLER	D.F. #2	
4X14 OR LARGER	D.F. #1	
6X	D.F. #1	
8X	D.F. #1	
VERTICAL FRAMING MEMBERS (STUD AND POST)		
2X4	STANDARD OR STUD GRADE	
3X4	D.F. #2	
2X6	D.F. #2	
4X4, 4X6	D.F. #2	
6X6 OR LARGER	D.F. #1	
MISCELLANEOUS		
SILL PLATE (GROUND FLOOR)	P.T. D.F. #2	
SOLE PL. (UPPER FLOORS)	D.F. #2	
2X TOP PLATE	D.F. #2	
SHAM BLOCKING	D.F. #2	
NON-STRUCTURAL BLOCKING & BRIDGING	UTILITY	

3. ALL BLOCKING SHALL BE CUT TO FIT FLUSH AGAINST SHEATHING AND OTHER OTHER FRAMING MEMBER.
4. ALL SILL PLATES BEARING ON MASONRY OR CONCRETE FOUNDATION WALL OR SLAB ON GRADE SHALL BE PRESSURE TREATED IN ACCORDANCE WITH CBC 2303.1.8 SILL PLATES SHALL BE BOLTED TO THE FOUNDATION WITH 5/8 INCH DIAMETER BOLTS AT 4'-0" ON-CENTER. MAXIMUM U.N.O. ON SHEAR WALL SCHED. EMBEDDED 7 INCH MINIMUM IN CONCRETE. BOLTS SHALL HAVE PLATE WASHERS (SEE S.W. SCHEDULE) AND PROPERLY SIZED NUTS. MINIMUM 7 BOLTS PER PLATE, ONE BOLT WITHIN 12 INCHES BUT NO LESS THAN 7 BOLT DIAMETERS, OF PLATE END AND CORNERS.
5. WALL FRAMING TO BE 2X STUDS AT 16 INCHES ON-CENTER ON EXTERIOR WALLS AND 2X STUDS AT 16 INCHES ON-CENTER AT INTERIOR WALLS. U.N.O. PROVIDE DOUBLE TOP PLATE ON ALL WALLS WITH MINIMUM 4 INCH LAP SPLICE. UNLESS SPECIFICALLY NOTED ON PLANS, THE MAXIMUM STUD HEIGHT FOR 2X4 EXTERIOR WALL IS 10 FEET, FOR 2X4 INTERIOR WALL IS 14 FEET. MAXIMUM NON-BEARING STUD HEIGHT FOR 2X6 STUDS IS 20 FEET. U.N.O.
6. PROVIDE 0.058" X 1'-12" WIDE STEEL TIE STRAPS WITH 6-16d NAILS AT EACH SIDE WHERE PLATES ARE INTERRUPTED BY UTILITY PENETRATIONS. IF NON-SHEARWALLS, IF PENETRATIONS WILL OCCUR @ SHEAR WALL, NOTIFY THE ENGINEER PRIOR TO STARTING WORK.
7. PROVIDE 1X6 LET-IN DIAGONAL BRACES AT EACH 25 LINEAR FEET OF NON-SHEAR WALL EACH CORNER, AND ALL MAN CROSS STUD PARTITIONS. LET-IN TO CROSS 4 STUD SPACES AT 45 DEGREES WHERE POSSIBLE. SOLID BLOCKING SHALL BE PROVIDED AT ALL HORIZONTAL JOINTS OCCURRING IN BRACED WALLS.
8. PROVIDE SINGLE ONE ADDITIONAL JOIST UNDER NON-BEARING PARTITION WHEN WALL PARALLEL W/ JOISTS.
9. ROOF SHEATHING SHALL BE INSPECTED PRIOR TO PLACING INSULATION AND ROOFING.
10. ALL RATED SHEATHING SHALL BE IDENTIFIED WITH THE GRADE TRADEMARK OF APA, THE ENGINEERED WOOD ASSOCIATION AND SHALL MEET THE REQUIREMENTS OF PRODUCTS STANDARD 1-186, PSIA 3000 PSI 108. ALL APA RATED SHEATHING WHICH HAS ANY EDGE OR SURFACE PERMANENTLY EXPOSED TO THE WEATHER SHALL BE OF THE EXTERIOR TYPE. APA RATED SHEATHING SHEET LESS THAN 24 INCHES IN ANY DIMENSION SHALL NOT BE USED IN SHEAR WALLS, FLOOR, OR ROOF DIAPHRAGM.
11. FLOOR JOIST ARE NOT DESIGNED TO SUPPORT WATER BEDS. ENGINEER OF RECORD TO BE NOTIFIED IF WATER BEDS ARE TO BE USED.
12. STRUCTURAL MEMBERS SHALL NOT BE CUT OR NOTCHED UNLESS SPECIFICALLY DETAILED BY THE ENGINEER OF RECORD.
13. FRAMING FOR PRE-FABRICATED FIREPLACE FLUES SHALL BE BALLOON FRAMED FULL HEIGHT USING 2x4 STUDS AT 16" O.C. BRACED AT MID-HEIGHT AND AT THE PLATE HEIGHTS. U.N.O. ON PLAN MAXIMUM UNBRACED LENGTH IS 14'.
14. ALL BEAMS TO BE SUPPORTED WITH FULL BEARING MULTISTUD OR POST, U.N.O.
15. CARRY ALL MULTIPLE STUDS OR POSTS FROM FLOOR ABOVE DOWN TO FLOOR OR BEAM BELOW. PROVIDE 4X SOLID BLOCKING AT FLOOR LEVEL TO TRANSFER LOAD FROM UPPER POST TO LOWER POST.
16. INTERIOR NON-BEARING HEADERS MAY BE 2X4 PLAT. INSTALL 4X4 AT 6' AND 8'
17. DECK / BALCONY SHEATHING: DO NOT USE OSB UNLESS APPROVED BY EOR, ARCH.
18. FOR LAG BOLTS: PROVIDE LEAD HOLES 65% TO 75% OF SHANK DIA. AND FULL DIA. FOR SHANK PORTION. SOLID PARAFORM OR OTHER APPROVED LUBRICANT SHALL BE USED ON THREADS. INSTALLATION SHALL BE BY SCREWING, NO HAMMERING. CARE SHALL BE TAKEN TO AVOID OVER TORQUING OF THE BOLT.
19. ALL MUT-STUDS ARE TO BE LAMINATED WITH 16d AT 12" O. C.
20. ALL BALLOON FRAMED WALLS SHALL BE BRACED TO CONFORM TO CBC TABLE 23-3/ 8.
21. PROVIDE PREDRILLING WHERE NECESSARY TO AVOID SPLITTING.
22. ONLY COMMON NAILS SHALL BE USED FOR ALL WOOD SHEAR WALLS AND SHEAR TRANSFER CONNECTIONS. NAIL GUNS USING "CLIPPED HEADS" OR "SINKER" NAILS ARE NOT ACCEPTABLE.
23. PROVIDE MINIMUM OF 1/2" EDGE DISTANCE FOR ALL PLYWOOD BOUNDARY NAILING IN SHEAR WALLS. ALL PLYWOOD EDGES SHALL BE BLOCKED. MIN. AMOUNT OF BLOCKING TO RECEIVE PLYWOOD NAILING MUST NOT BE LESS THAN THE THICKNESS OF BOUNDARY MEMBER AS SPECIFIED ON SHEAR WALL SCHEDULE.
24. CMF SHEATHING B.N. UNDER CMST STRAP. INSTALL CMST OVER SHEATHING. U.N.O.
25. HOLDOWN ANCHORS MUST BE TIED IN PLACE PRIOR TO FOUND. INSPECTION
26. DIAPHRAGM SHEATHING NAILS OR OTHER APPROVED SHEATHING CONNECTORS SHALL BE DRIVEN SO THAT THEIR HEAD OR CROWN IS FLUSH WITH THE SURFACE OF THE SHEATHING.
27. NO UTILITY LINE PENETRATION IS ALLOWED AT SHEAR WALLS.

GLUED LAMINATED LUMBER

1. STRUCTURAL GLUED LAMINATED LUMBERS SHALL BE FABRICATED BY A CITY OF SAN DIEGO BUILDING DEPARTMENT LICENSED SHOP AND IN ACCORDANCE WITH ANSI A190.1, AND APA-EVSI17 OR AITC 117.
2. INDIVIDUAL LAMINATIONS SHALL NOT EXCEED 2 INCHES IN NET THICKNESS.
3. MOISTURE CONTENT SHALL BE FROM 7% TO 12%.
4. ALL GLU-LAMS SHALL BE DELIVERED TO JOBSITE WITH AITC CERTIFICATES. AITC CERTIFICATE SHALL BE PROVIDED TO THE BLDG. INSPECTOR PRIOR TO INSTALLATION.
5. PROVIDE TENSION LAMINATION AT BOTTOM OF BEAMS AND AT TOP OF CONTINUOUS BEAMS OVER COLUMNS, UNLESS NOTED OTHERWISE.
6. CAMBER - STANDARD, UNLESS NOTED ON PLANS.
7. LAMINATED BEAMS SHALL BE APA-EVSI, DOUGLAS FIR GLULAMS & PROVIDE STRESS VALUES THAT MEET OR EXCEED THE REQUIREMENTS FOR EVIS 24F-V4 DF/DF COMBINATION.
8. FLEXURAL STRESS S<sub>x</sub> = 2,400 PSI TENSION PARALLEL TO GRAIN F<sub>t</sub> = 1,100 PSI COMPRESSION PARALLEL TO GRAIN F<sub>c</sub> = 1,650 PSI HORIZONTAL SHEAR PERPENDICULAR TO WIDE FACE F<sub>v</sub> = 240 PSI E = 1.8 X 10<sup>6</sup> MODULUS OF ELASTICITY COMPRESSION PERPENDICULAR TO GRAIN F<sub>c</sub> = 650 PSI F<sub>c</sub> = 650 PSI TENSION FACE COMPRESSION FACE
7. ENDS OF BEAMS SHALL BE SEALED AND BEAMS SHALL BE WRAPPED FOR PROTECTION PRIOR TO CONSTRUCTION. HANDLING AND STORAGE OF GLB'S TO CONFORM TO AITC 111-79.
8. ALL GLB EXPOSED TO WEATHER OR MOISTURE SHALL BE FACTORY PRESSURE TREATED.

HARDWARE AND WOOD CONNECTORS

1. ALL WOOD FRAMING CONNECTORS SHALL BE SIMPSON "STRONG-TIE" INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH SIMPSON'S PRODUCT AND INSTRUCTION MANUAL/CATALOG C-2013, OR EQUAL OR BETTER. ALL THE NAILS / SCREWS / BOLTS LISTED ON THE CATALOGY APPLY UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL HOLD DOWN ANCHOR NUTS SHALL BE TIGHTENED JUST PRIOR TO COVERING WALL FRAMING. LEAVE ENOUGH SPACE BETWEEN THE SLL AND THE HD TO ALLOW FOR SOME SLIP AT POST CONNECTION WHEN TIGHTENING.

STRUCTURAL STEEL:

1. THE SEISMIC DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH PART 1 (PART I) AND SUPPLEMENT #1 OF THE "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS". AISC 341-10 PUBLISHED BY THE AISC. THESE PROVISIONS SHALL BE APPLIED IN CONJUNCTION WITH CHAPTER 22, DIVISION II.
2. W-SHAPE BEAM & COLUMN ASTM A992 OR A572
3. PIPE ASTM A-53, TYPE E OR S, GRADE B ASTM A-500, GRADE B A-36
4. TUBE MISC. CHANNEL & PLATE
4. BOLTS HIGH-STRENGTH BOLTS ALL OTHER BOLTS ASTM A-325 ASTM A-307
5. BOLT HOLES MINIMUM EDGE DISTANCE MINIMUM SPACING MINIMUM FILLET WELD AISC TABLE J3.5 3 BOLT DIAMETER AISC TABLE J5.4 A PAYING SURFACE AISC TABLE J2.4
7. FIELD WELDING TO BE DONE BY WELDERS MUST BE CERTIFIED BY THE L.A. COUNTY BUILDING DEPARTMENT FOR STRUCTURAL STEEL. CONTINUOUS INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED.
8. SHOP WELDS MUST BE PERFORMED IN A CITY BUILDING DEPARTMENT LICENSED FABRICATOR'S SHOP.
9. ALL UNEXPOSED STEEL STEEL STRUCTURES PAINTING COUNCIL SPECIFICATION 15-487
10. EXPOSED STEEL GALVANIZED

STRUCTURAL OBSERVATION:

1. THE OWNER SHALL EMPLOY THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN OR ARCHITECT RESPONSIBLE FOR THE ARCHITECT DESIGN TO BE THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, TO PERFORM STRUCTURAL OBSERVATION AS DEFINED IN SECTION 1702.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD 72 HOURS IN ADVANCE OF REQUIRED OBSERVATIONS FOR SCHEDULING PURPOSES. REMOVAL AND REPLACEMENT OF ANY FINISH AND/OR FRAMING DAMAGED BY THE FINISH REMOVAL PROCESS IS AS REQUIRED FOR CORRECTIVE ACTION SHALL BE AT THE CONTRACTOR'S EXPENSE, NOT THE OWNER, ENGINEER, NOR STRUCTURAL OBSERVER.

STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER

PROJECT ADDRESS: 29370 Hunco Way, Lake Elsinore, CA PERMIT APPL. NO.: \_\_\_\_\_

Description of Work: STORAGE ADDITION

Owner: \_\_\_\_\_ Engineer: Michael Song, S.E.

STRUCTURAL OBSERVATION (only checked items are required)			
Firm or individual to be responsible for the Structural Observation:			
Name: Michael Song, S.E.	Phone: (62) 863-9999	Calif. Registration: S-5266	
<input checked="" type="checkbox"/> Foundation	<input type="checkbox"/> WALL	<input type="checkbox"/> FRAME	<input type="checkbox"/> DIAPHRAGM
<input type="checkbox"/> Footing, Stem, Walls, Piers	<input type="checkbox"/> Concrete	<input type="checkbox"/> Steel Moment Frame	<input type="checkbox"/> Concrete
<input type="checkbox"/> Mat Foundation	<input checked="" type="checkbox"/> Masonry	<input type="checkbox"/> Steel Braced Frame	<input type="checkbox"/> Steel Deck
<input type="checkbox"/> Caisson, Piles, Grade Beams	<input checked="" type="checkbox"/> Wood	<input type="checkbox"/> Concrete Moment Frame	<input checked="" type="checkbox"/> Wood
<input type="checkbox"/> Stepping/Retaining Foundation	<input type="checkbox"/> Others	<input type="checkbox"/> Masonry Wall Frame	<input type="checkbox"/> Others
<input checked="" type="checkbox"/> Others: REIN. BARS, S.D'S AS SHOWN		<input checked="" type="checkbox"/> Others: FRAMING TO WALL CONNECTION	

DECLARATION BY OWNER:

I, the Owner of the project, declare that the above listed firm or individual is hired by me to be the Structural Observer.

Signature \_\_\_\_\_ Date \_\_\_\_\_

DECLARATION BY THE ENGINEER OF RECORD (required if Structural Observer is different from the Engineer of Record)

I, the Engineer of record for the project, declare that the above listed firm or individual is designated by me to be responsible for the Structural Observation.

Signature \_\_\_\_\_ License No. \_\_\_\_\_ Date \_\_\_\_\_

SPECIAL INSPECTION & MATERIALS TESTING PROGRAM

- RESPONSIBILITIES OF THE OWNER
- A. EMPLOY AND PAY THE SPECIAL INSPECTION AGENCY TO PERFORM INSPECTIONS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- B. EMPLOY AND PAY THE MATERIALS TESTING LABORATORY TO PERFORM TESTS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- 1) RETESTING - THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR RETESTING WHERE RESULTS OF INSPECTIONS AND TESTS PROVE UNSATISFACTORY AND INDICATE NONCOMPLIANCE WITH REQUIREMENTS.
- C. EMPLOY AND PAY THE ENGINEER RESPONSIBLE FOR THE STRUCTURAL DESIGN OR ANOTHER ENGINEER DESIGNATED BY THE ENGINEER RESPONSIBLE FOR THE DESIGN TO PERFORM STRUCTURAL OBSERVATION.
- DEFINITIONS
- A. APPROVED FABRICATOR: A FABRICATOR REGISTERED AND APPROVED BY THE BUILDING OFFICIAL AND ENGINEER OF RECORD. TO PERFORM WORK OFF SITE, REQUIRING SPECIAL INSPECTION WITHOUT SPECIAL INSPECTION. THE DESCRIPTION IN SECTION 1702 OF THE CURRENT BUILDING CODE IS APPLICABLE.
- B. SPECIAL INSPECTION AGENCY: THE ACCREDITED INSPECTION BODIES DESIGNATED HEREIN AND APPROVED BY THE ENGINEER OF RECORD TO PERFORM SPECIAL INSPECTION AS REQUIRED BY THE BUILDING CODE AND THE PROJECT SPECIFICATIONS AND AS DESCRIBED IN SECTION 1701 OF THE CURRENT UNIFORM BUILDING CODE.
- C. SPECIAL INSPECTOR: A QUALIFIED PERSON EMPLOYED BY THE SPECIFIED SPECIAL INSPECTION AGENCY, WHO HAS DEMONSTRATED COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. DUTIES INCLUDE VISUAL INSPECTIONS AND FIELD MEASUREMENTS OF MATERIALS, OBTAINING SPECIMENS FOR TESTS AND RELATED ACTIONS INCLUDING PREPARATION OF REPORTS.
- D. TESTING LABORATORY: AN ACCREDITED MATERIALS TESTING LABORATORY, APPROVED BY THE ENGINEER OF RECORD, TO MEASURE, EXAMINE, TEST, CALIBRATE OR OTHERWISE DETERMINE THE CHARACTERISTICS OR PERFORMANCE OF CONSTRUCTION MATERIALS.
- E. CONTINUOUS INSPECTION: ON SITE INSPECTION BY THE SPECIAL INSPECTOR ON A CONTINUOUS BASIS OBSERVING ALL WORK REQUIRING SPECIAL INSPECTION.
- F. PERIODIC INSPECTION: INTERMITTENT INSPECTION AS PERMITTED BY THE PLAN, SPECIFIED AT PREDETERMINED INTERVALS OR MORE FREQUENTLY AS WORK PROGRESSES. NO SIGNIFICANT ELEMENTS OR AREAS SHALL BE COVERED BY ADDITIONAL WORK UNTIL APPROVED BY THE MUNICIPAL BUILDING INSPECTOR AND/OR THE SPECIAL INSPECTOR.
- G. STRUCTURAL OBSERVATION: THE VISUAL OBSERVATION, BY THE ENGINEER OF RECORD OR HIS DESIGNEE, INCLUDING BUT NOT LIMITED TO THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM, FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATION, AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM. STRUCTURAL OBSERVATION DOES NOT INCLUDE OR WAIVE THE RESPONSIBILITY FOR THE SPECIAL AND MUNICIPAL INSPECTIONS REQUIRED BY CODES AND SPECIFICATIONS.
3. SPECIAL INSPECTION:
- THE SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER, THE ENGINEER OR ARCHITECT OF RECORD, OR AN AGENT OF THE OWNER, BUT NOT THE CONTRACTOR OR ANY OTHER PERSON RESPONSIBLE FOR THE WORK.
- THE FOLLOWING CONSTRUCTION PROCEDURES REQUIRE PERIODIC SPECIAL INSPECTION PER SECTION 1704 & 1707 OF THE 2016 CBC:
- STRUCTURAL SHEAR WALL NAILING SPACING LESS THAN 4" O.C. AND INCLUDING DRAG STRUT STRAPS WHERE FASTENERS ARE 4" OR LESS APART.
4. Contractor responsible for the construction of wind or seismic resisting system or components listed in the "Statement of special inspection" shall submit a written statement of responsibility to the city inspector and the owner prior to the commencement of work on such system & component per section 1709.1.

DESIGN LOADS:

SUPER IMPOSED LOADS ASSUMED IN THE DESIGN				--SEISMIC DESIGN FACTORS--EQUivalent LATERAL FORCE PROCEDURE			
ROOF DEAD LOAD	14 PSF			RISK CATEGORY	II	IMPORT FACTOR	I
WOOD FLOOR DEAD LOAD	14 PSF			SITE CLASS	D	$\rho$	1.3
EXTERIOR DECK DEAD LOAD	NA	S <sub>x</sub>	2,289	S <sub>m</sub>	1,526		
UNREINFORCED ROOF LIVE LOAD	20 PSF			S <sub>x</sub>	0.914	S <sub>m</sub>	0.914
UNREINFORCED FLOOR LIVE LOAD	125 PSF			R(WD FRG)	6.5	$\alpha$	2.5
DECK LIVE LOAD	NA	C <sub>s</sub>	0.2348	C <sub>x</sub>	3.5		
STAIRS LIVE LOAD	40 PSF			SEISMIC DESIGN CATEGORY	E		
--WIND DESIGN FACTORS				GUST EFFECT FACTOR	0.85		
WIND DIRECTIONALITY FACTOR	1.0			VELOCITY PRESSURE EXPOSURE COEFFICIENTS	0.7		
TOPOGRAPHIC FACTOR	1.0			ULTIMATE DESIGN WIND SPEED	110		
EXPOSURE CATEGORY	B						
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STRUCTURAL ABBREVIATIONS

AB	ANCHOR BOLT	EWB	ENGINEERED WOOD BEAM	PI	PLASTICITY INDEX
ABV	ABOVE	EXT	EXTERIOR	PLT / P	PLATE
ADDL	ADDITIONAL	FL	FLOOR	PLYWD	PLYWOOD
ALT	ALTERNATE	FN	FOUNDATION	PNL	PANEL
BEW	BOTTOM EACH WAY	FH	FULL HEIGHT	PSF	POUNDS PER SQUARE FOOT
BLK	BLOCK	FJ	FLOOR JOIST	PSI	POUNDS PER SQUARE INCH
BLKG	BLOCKING	LUSH	LUSH	PSL	PARALLEL STRAND LUMBER
BLW	BELOW	FLR	FLOOR	PT	POST TENSION
BM	BEAM	FRGR	FINGER	REV	REVISION
BN	BOUNDARY NAILING	FRMG	FRAMING	RF	ROOF
BO	BOTTOM OF	FT	FEET	RR	ROOF RAFTER
BOB	BOTTOM OF BEAM	GA	GAGE	SHTG	SHEATHING
SIM	BOTTOM OF WALL	GLB	GLU-LAM BEAM	SM	SIMILAR
BRG	BEARING	GT	GRIDDER TRUSS	SNK(S)	SINKER(S)
BTM	BOTTOM	HDR	HEADER	SQ	SOLE PLATE NAILING
BTWN	BETWEEN	HGR	HANGER	SO	SQUARE
BTR	BETTER	HT	HIP TRUSS	SQSH	SQUASH
CBC	CALIFORNIA BUILDING CODE	IBC	INTERNATIONAL BUILDING CODE	STD	STANDARD
CENT / C	CENTER LINE	IN	INCH	SW	SHEAR WALL
CGL	CEILING	INFO	INFORMATION	TO	TOP OF
CONC	CONCRETE	INT	INTERIOR	TOW	TOP OF BEAM
DBL	DOUBLE	JST	JOIST	TP	TOP OF WALL
DF	DOUGLAS FIR	KS	KING STUD	TP	TOP PLATE
DIA	DIAMETER	L	LAMINATED STRAND LUMBER	TR	TRIMMER
DJ	DECK JOIST	LVL	LAMINATED VENEER LUMBER	TRS	TRUSSES
DP	DEEP	MAX	MAXIMUM	TSL	TRIANGULAR STRAND LUMBER
DRP	DROP	MFR	MANUFACTURER	UNF	UNIFORM BUILDING CODE
EA	EACH	MIN	MINIMUM	UNO	UNLESS NOTED OTHERWISE
EN	EXPANSION INDEX	MPH	MILES PER HOUR	WLD	WELDED WIRE MESH
EMBED	EMBEDDED	MULT	MULTIPLE	W	WITH
EQ	EQUAL	O	OVER	W/O	WITHOUT
EW	EDGE NAILING EACH WAY	OC	ON CENTER		

ENGINEERED WOOD PRODUCTS:

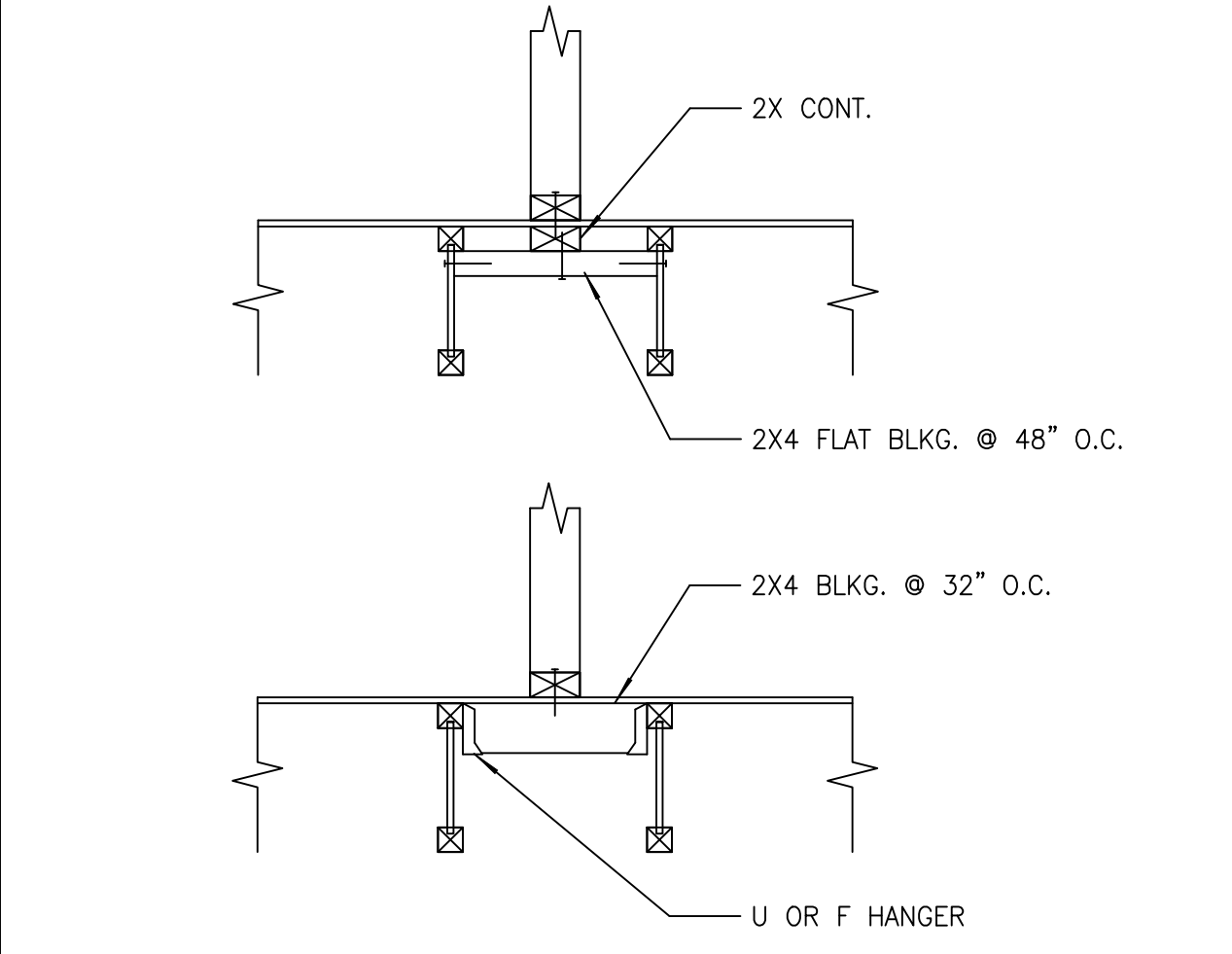
EQUIVALENT I-JOISTS				EQUIVALENT I-JOISTS			
MANF	TYPE	SIZE	DEPTH (IN)	MANF	TYPE	SIZE	DEPTH (IN)
TJI 110	ALL	9-12, 11-7/8, & 14	16	TJI 210	ALL	9-12, 11-7/8, & 14	230
LP 210	ALL	9-12, 11-7/8, & 14	210	LP 320	ALL	9-12, 11-7/8, & 14	320
BCI 5000	ALL	9-12, 11-7/8	6000	BCI 6000	ALL	9-12, 11-7/8, & 14	6000
ADJ 60	ALL	9-12, 11-7/8	60	ADJ 60	ALL	9-12, 11-7/8, & 14	60
RPFI 400	ALL	9-12, 11-7/8	400	RPFI 400	ALL	9-12, 11-7/8, & 14	400
GP 40	ALL	9-12, 11-7/8, 14	65	GP 40	ALL	9-12, 11-7/8, & 14	65
WI 40	ALL	9-12, 11-7/8, 14	60	WI 40	ALL	9-12, 11-7/8, & 14	60

I-JOIST ICC ESR NUMBERS	MANUFACTURERS
TJI ESR-1153 LP ESR-1305 BCI ESR-1336 ADJ ESR-1262 RPFI ESR-1251 WI ESR-1262 GP ESR-1262	TJI = WEYERHAEUSER LP = LOUISIANA PACIFIC BCI = BOISE CASCADE ADJ = ANTHONY POWER JOISTS RPFI = ROSEBURG FOREST PRODUCTS GP = GEORGIA PACIFIC WI = GEORGIA PACIFIC

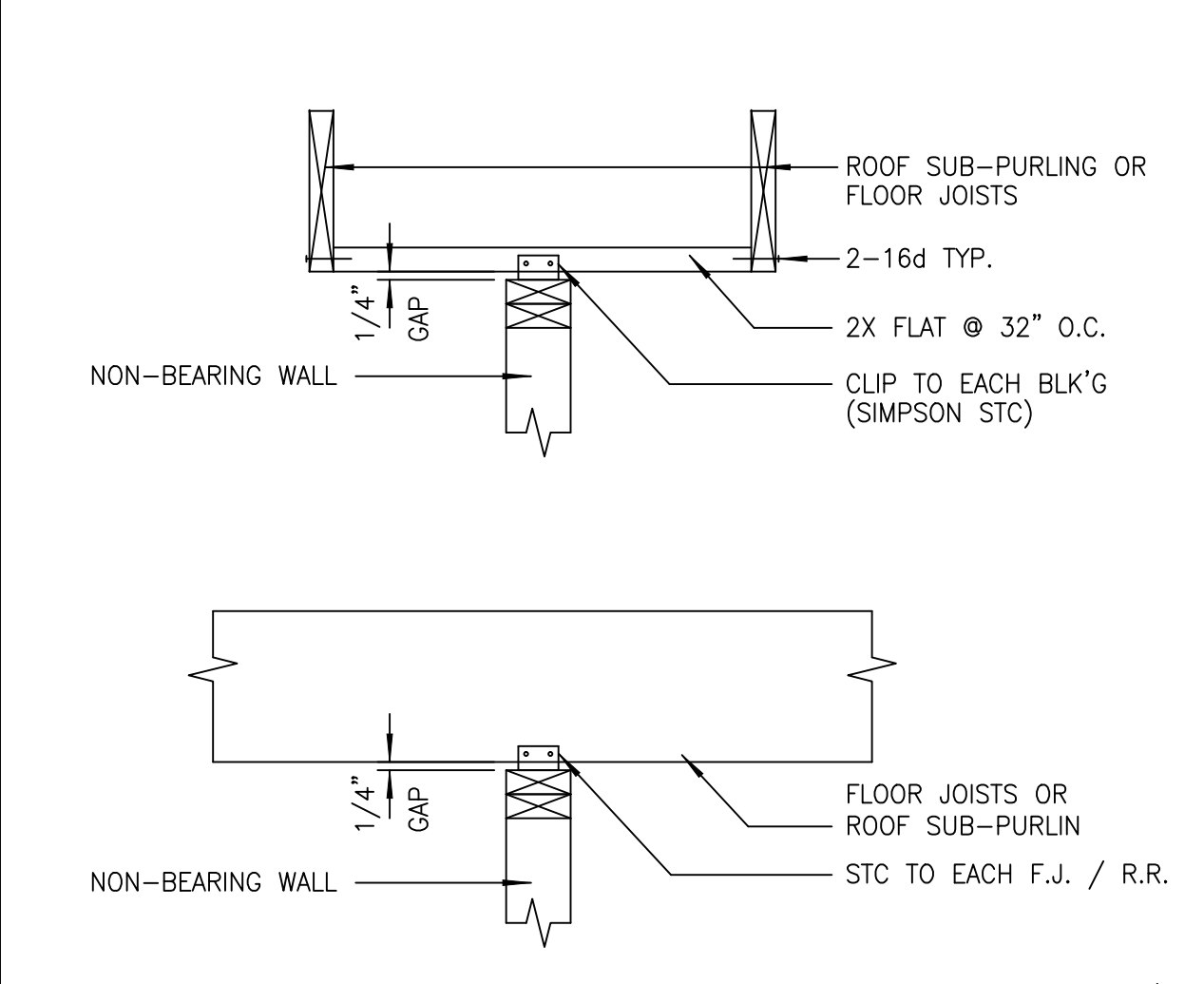
"EWB" - ENGINEERED WOOD BEAM WIDTH GREATER THAN 3.5"			
"EWB" DESIGN VALUES	F <sub>b</sub> (psi)	F <sub>v</sub> (psi)	E (x10 <sup>3</sup> psi)
BEAM WIDTH > 3.5"	2900	285	2.0
BCI VERSA-LAM 3100 - LVL	3100	285	2.0
2.0E LP GANG-LAM - LVL	2950	290	2.0
TJI PARALLAM - PSL	2900	285	2.0
2.0E ROSEBURG RIGIDLAM - LVL	2900	285	2.0
ANTHONY POWER BEAM - LSL	3000	290	2.1
2.0E WELDWOOD - LVL	3100	285	2.0
CALVERT GL 3000 IJC GLU-LAM	3000	300	2.1
GP LAM - LVL	2900	285	2.0

"EWB" – ENGINEERED WOOD BEAM WIDTH LESS THAN OR EQUAL TO 3.5*			
"EWB" DESIGN VALUES	Fb (psi)	Fv (psi)	E (x10 psi)
BEAM WIDTH UP TO 3.5"	2325	285	1.55
BCI VERSA-LAM 2800 - LVL	2800	285	2.0
BCI VERSA-LAM 3100 - LVL	3100	285	2.0
BCI VERSA-LAM 2650 - LVL	2650	285	1.7
BCI VERSA-LAM 2600 - LVL	2600	285	1.9
1.9E LP GANG-LAM - LVL	2650	285	1.9
2.0E LP GANG-LAM - LVL	2950	290	2.0
TJI PARALLAM - PSL	2900	290	2.0
TJI TIMBERSTRAND - LSL	2325	310	1.55
1.8E ROSEBURG RIGIDLAM - LVL	2600	285	1.8
2.0E ROSEBURG RIGIDLAM - LVL	2900	285	2.0
ANTHONY POWER BEAM - LSL	3000	290	2.1
2.0E WELDWOOD - LVL	3100	285	2.0
1.8E WELDWOOD - LVL	2650	285	1.9
CALVERT GL 3000 LC GLU-LAM	3000	300	2.1
GP LAM - LVL	2900	285	2.0

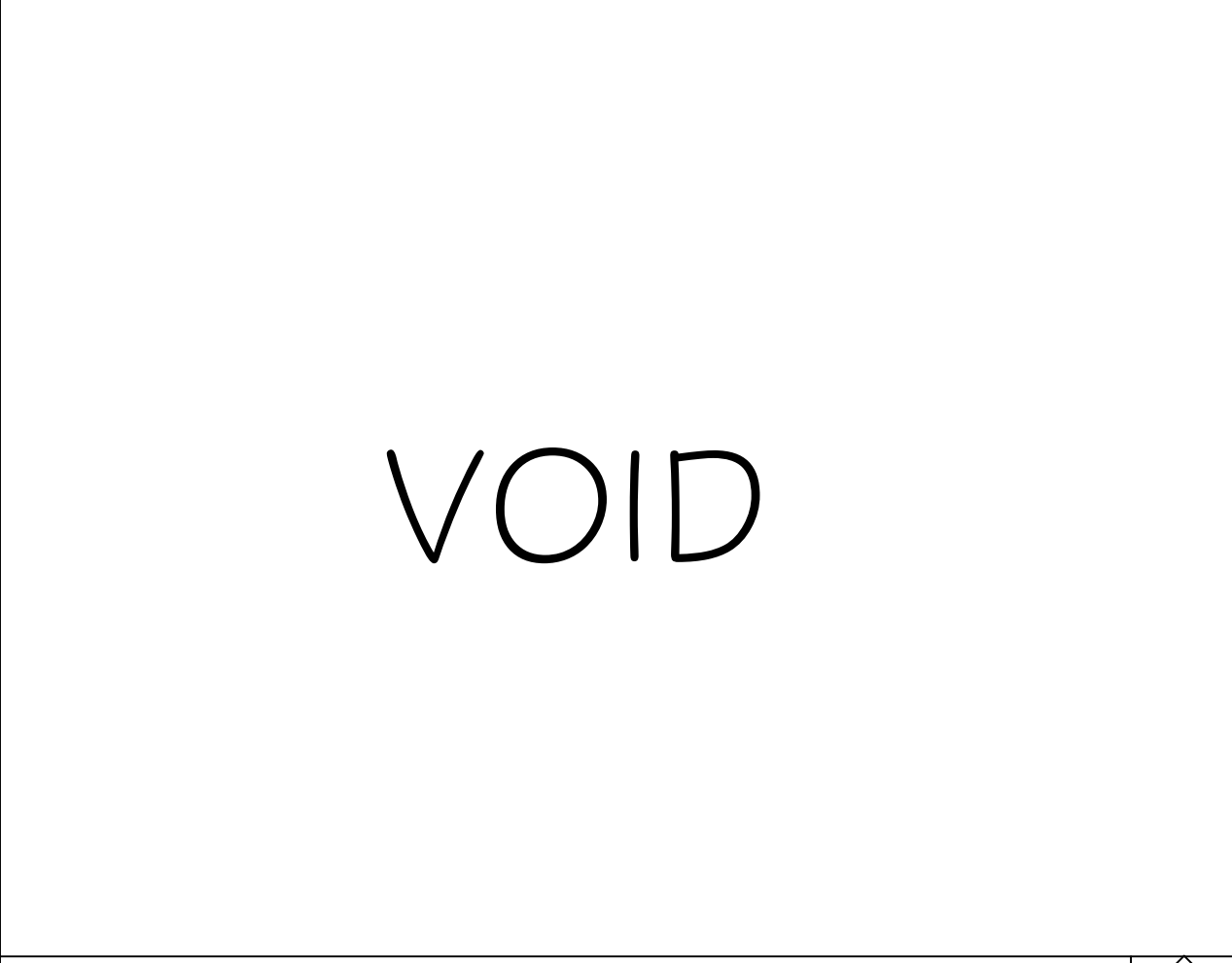




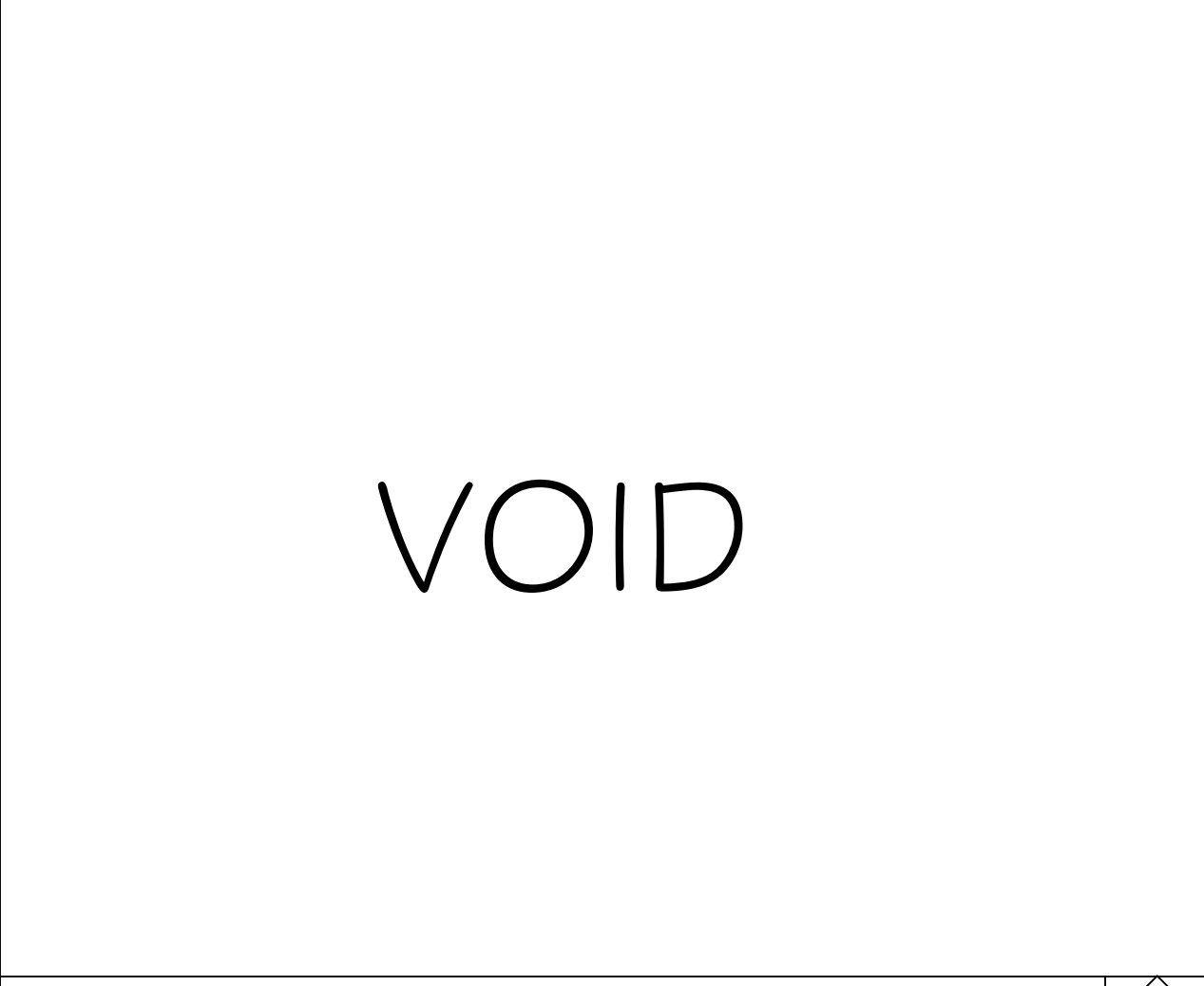
INTERIOR NON-BEARING WALL O/F J. J.



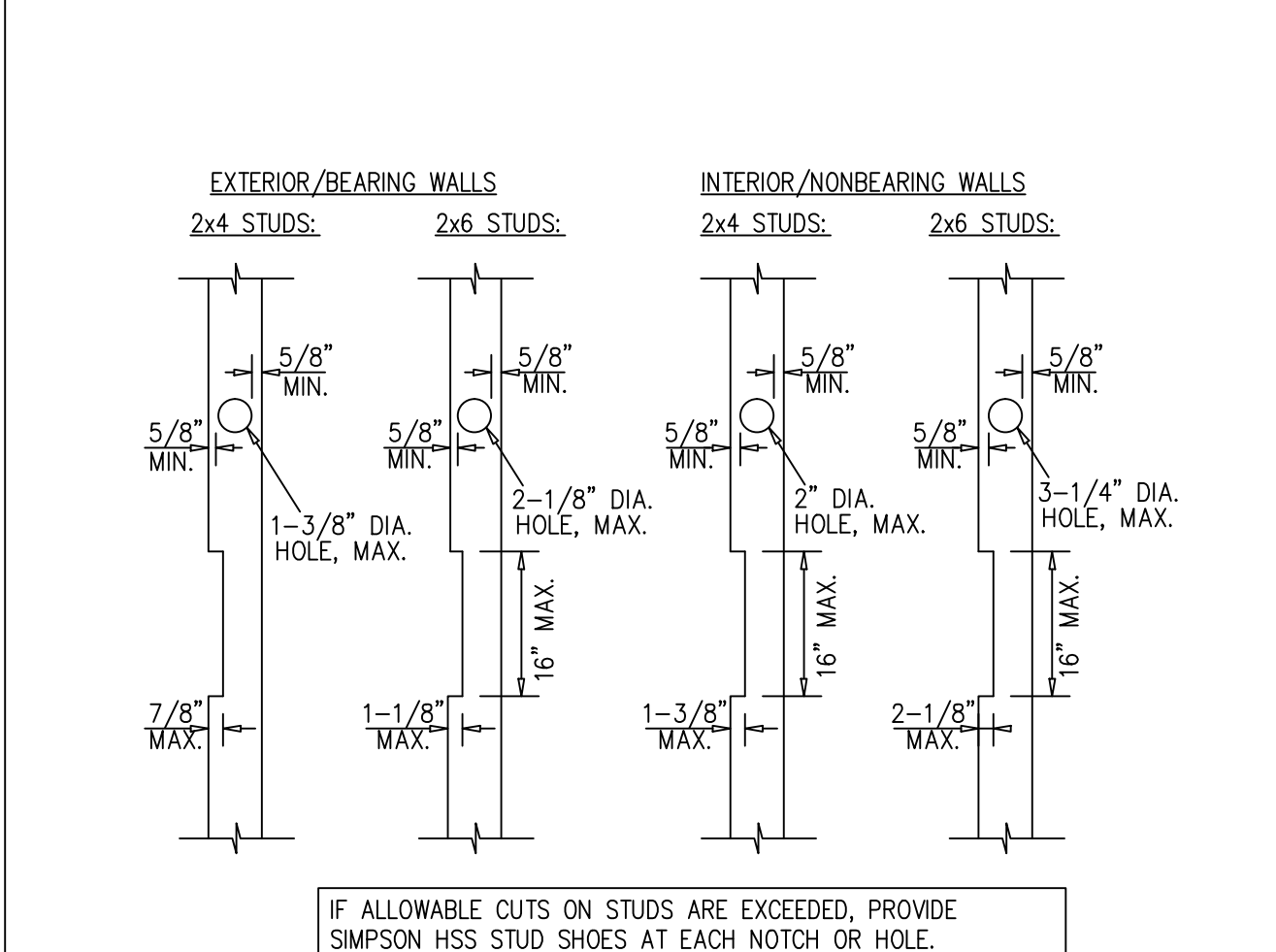
INTERIOR NON-BRG. WALL TOP CONN.



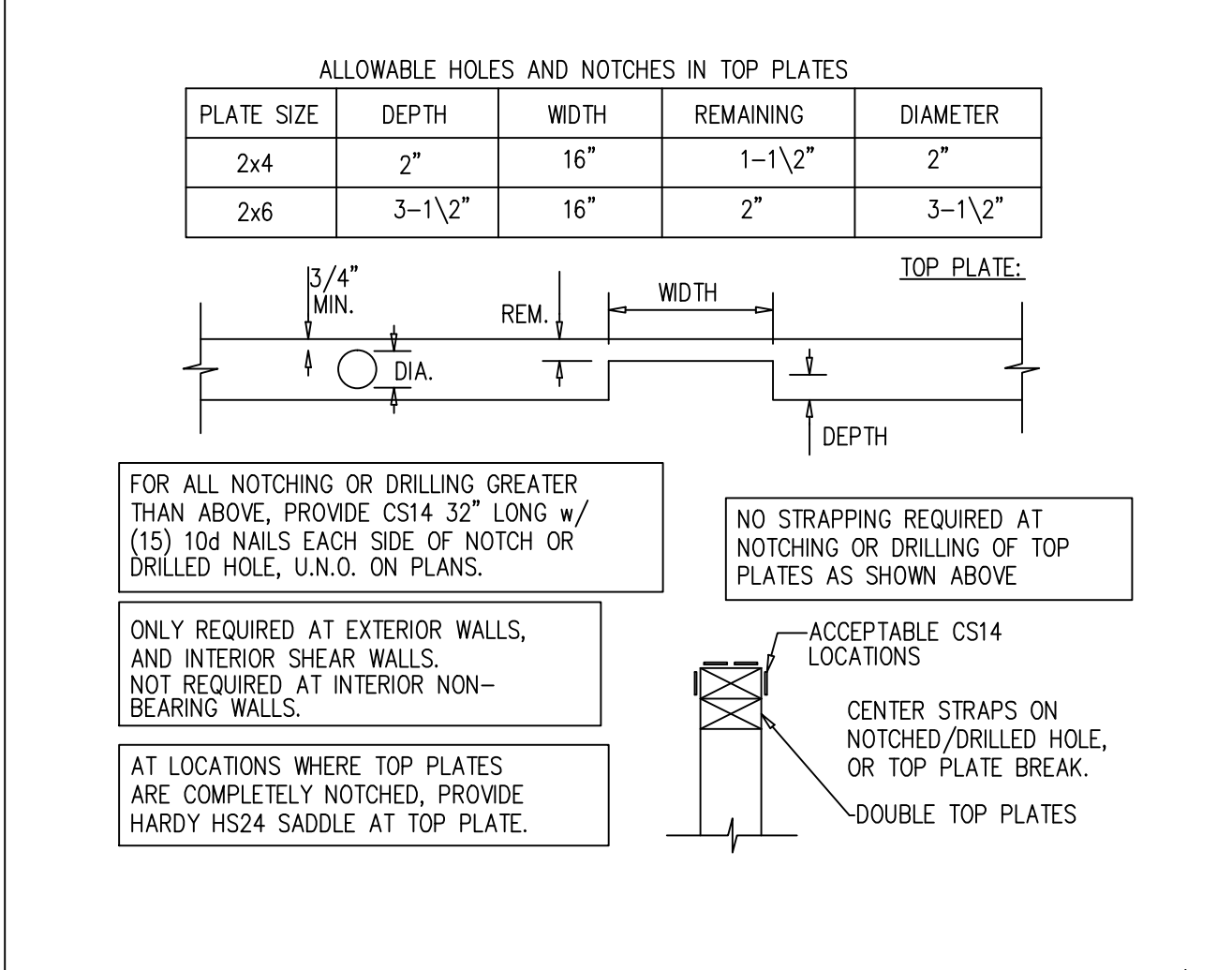
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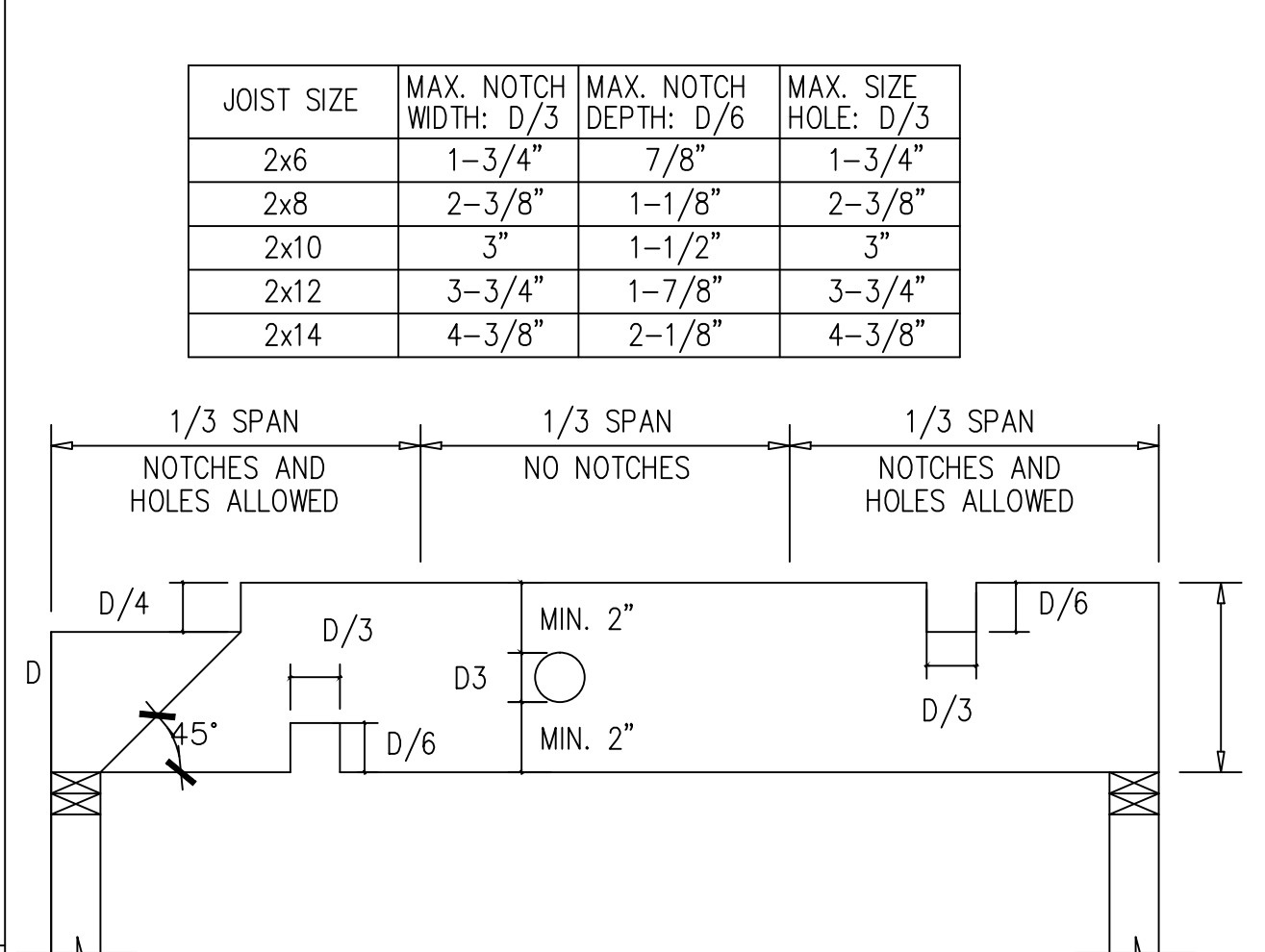
NOTCHED OR DRILLED AT CONVENTIONAL JOISTS



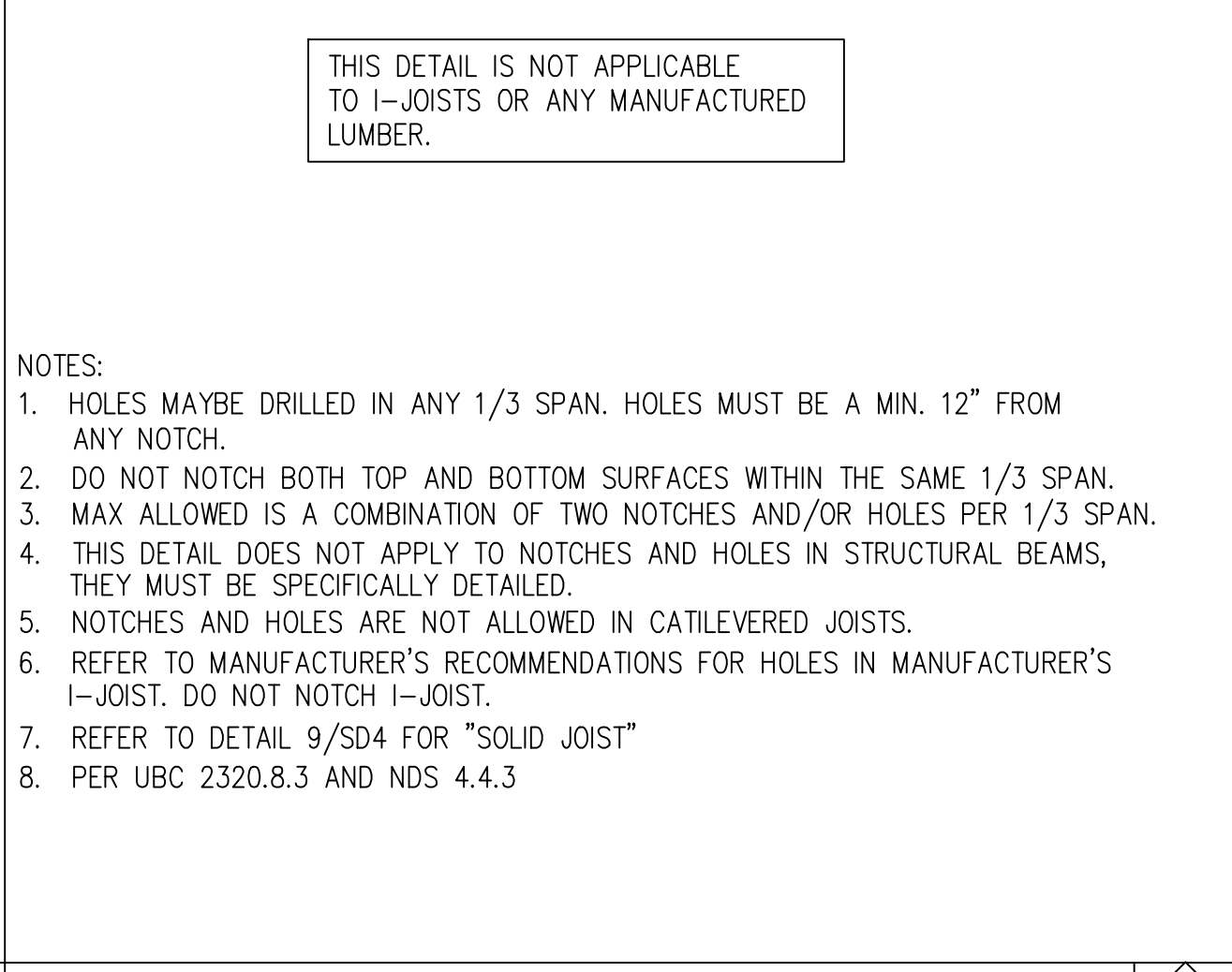
EXTERIOR/BEARING WALLS  
INTERIOR/NONBEARING WALLS



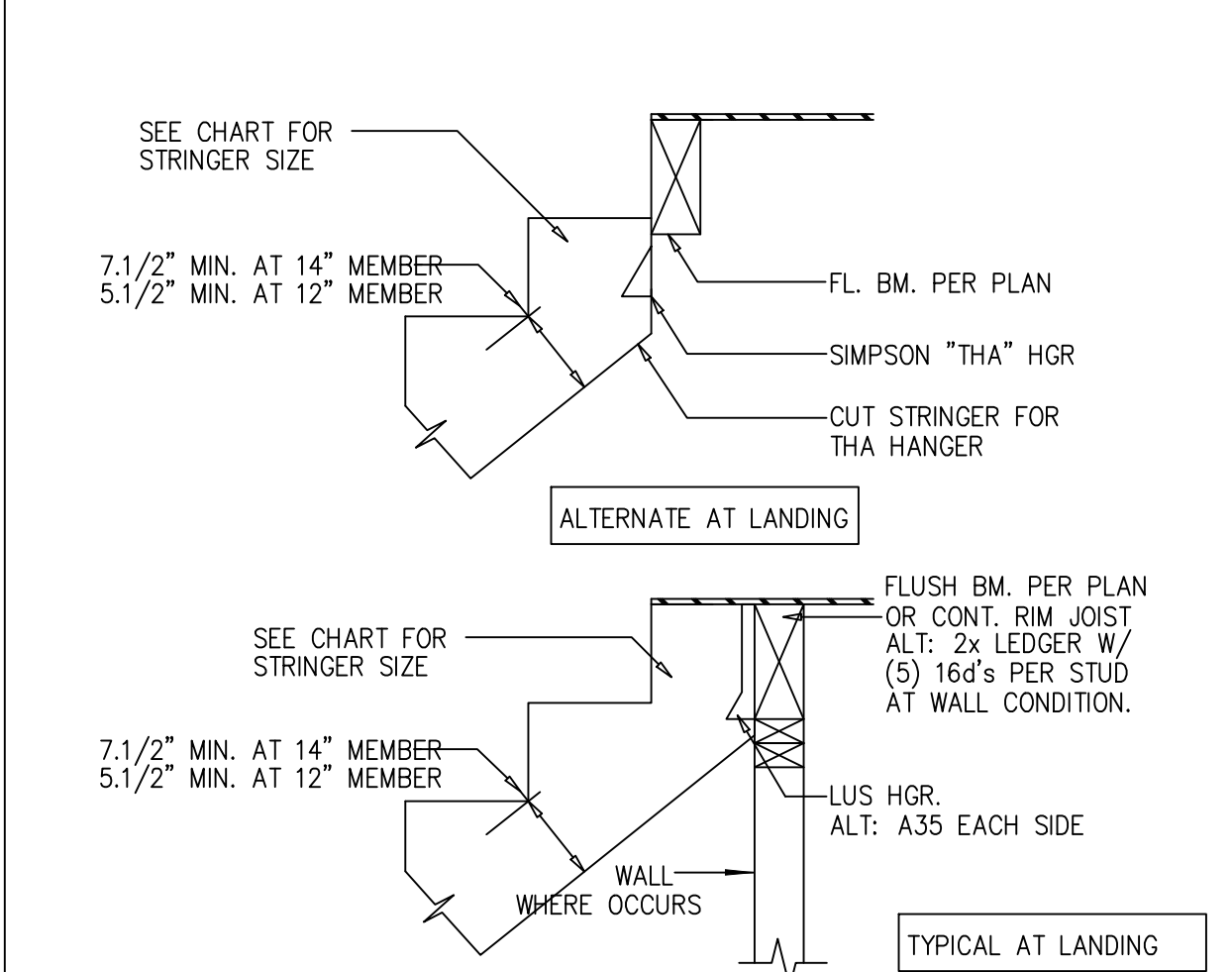
NOTCHED OR DRILLED STUDS & TOP PLATES



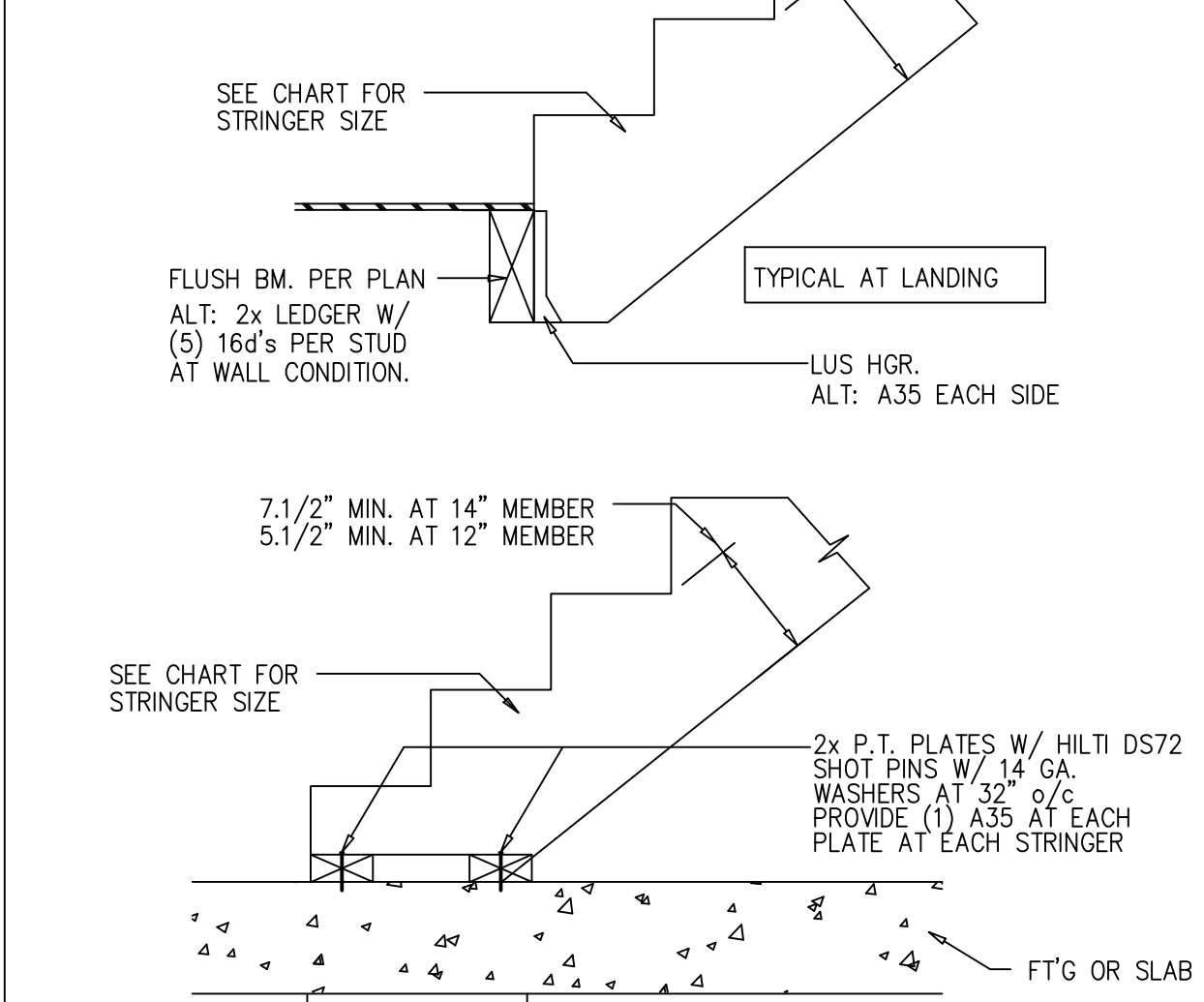
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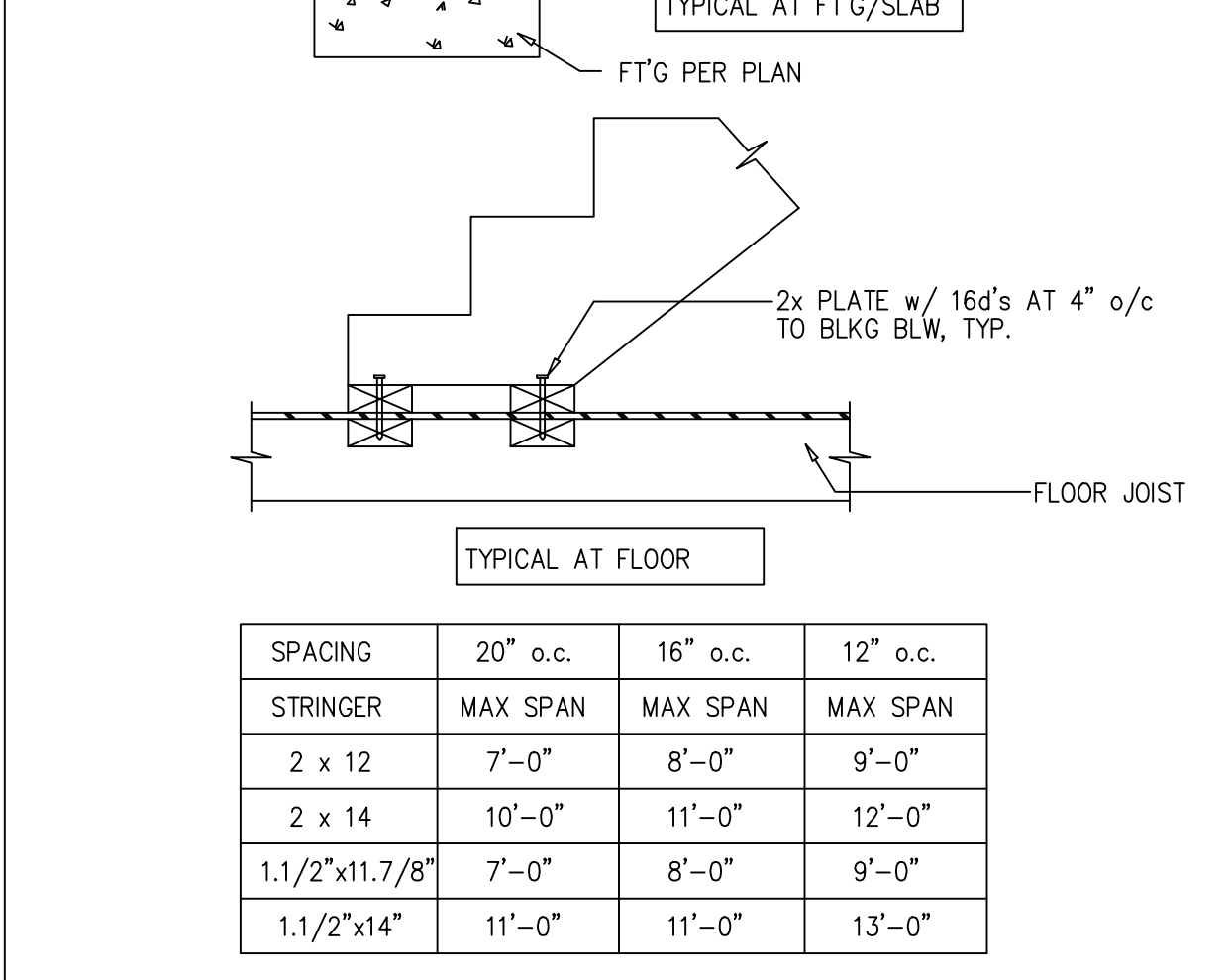
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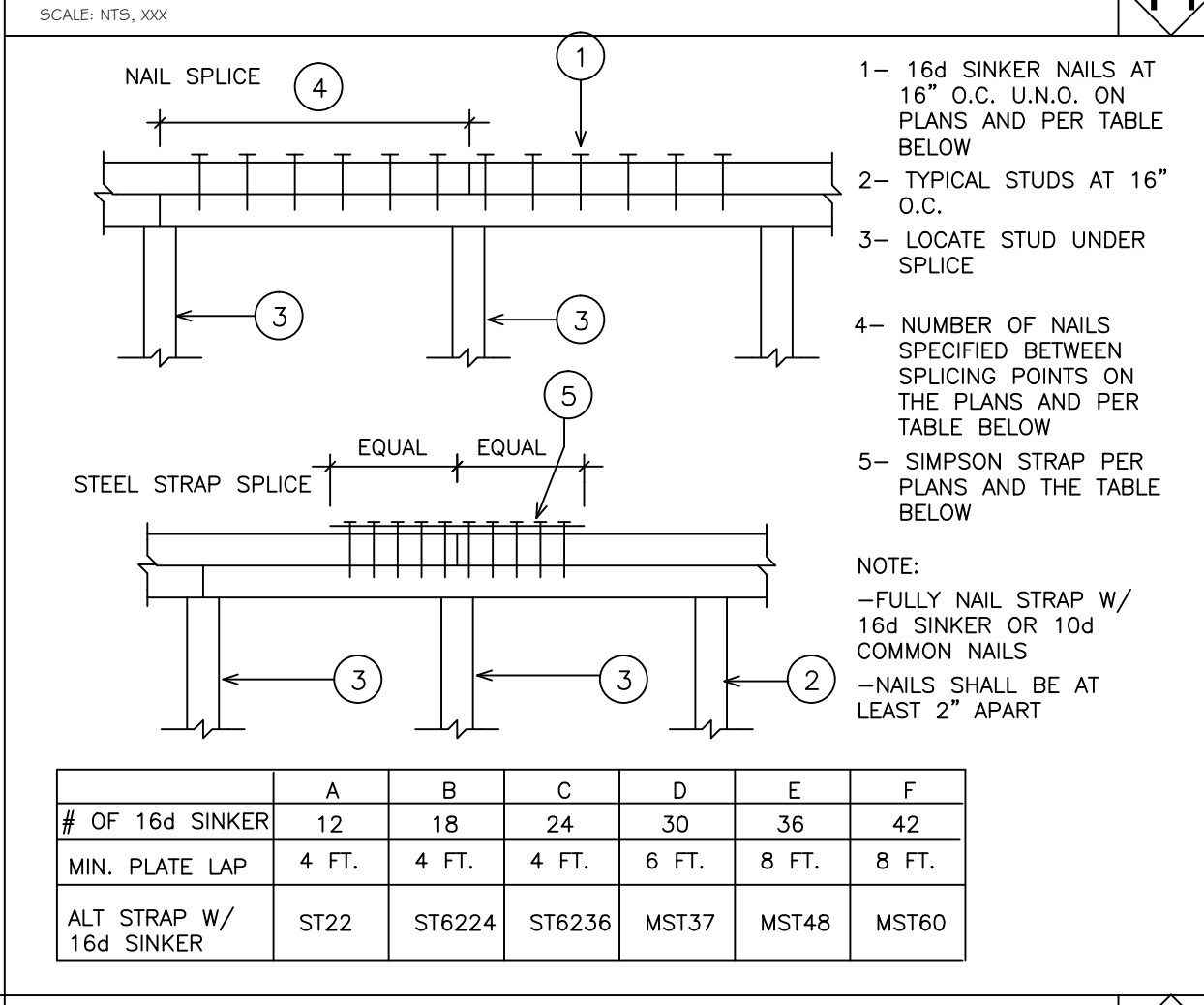
SEE CHART FOR STRINGER SIZE



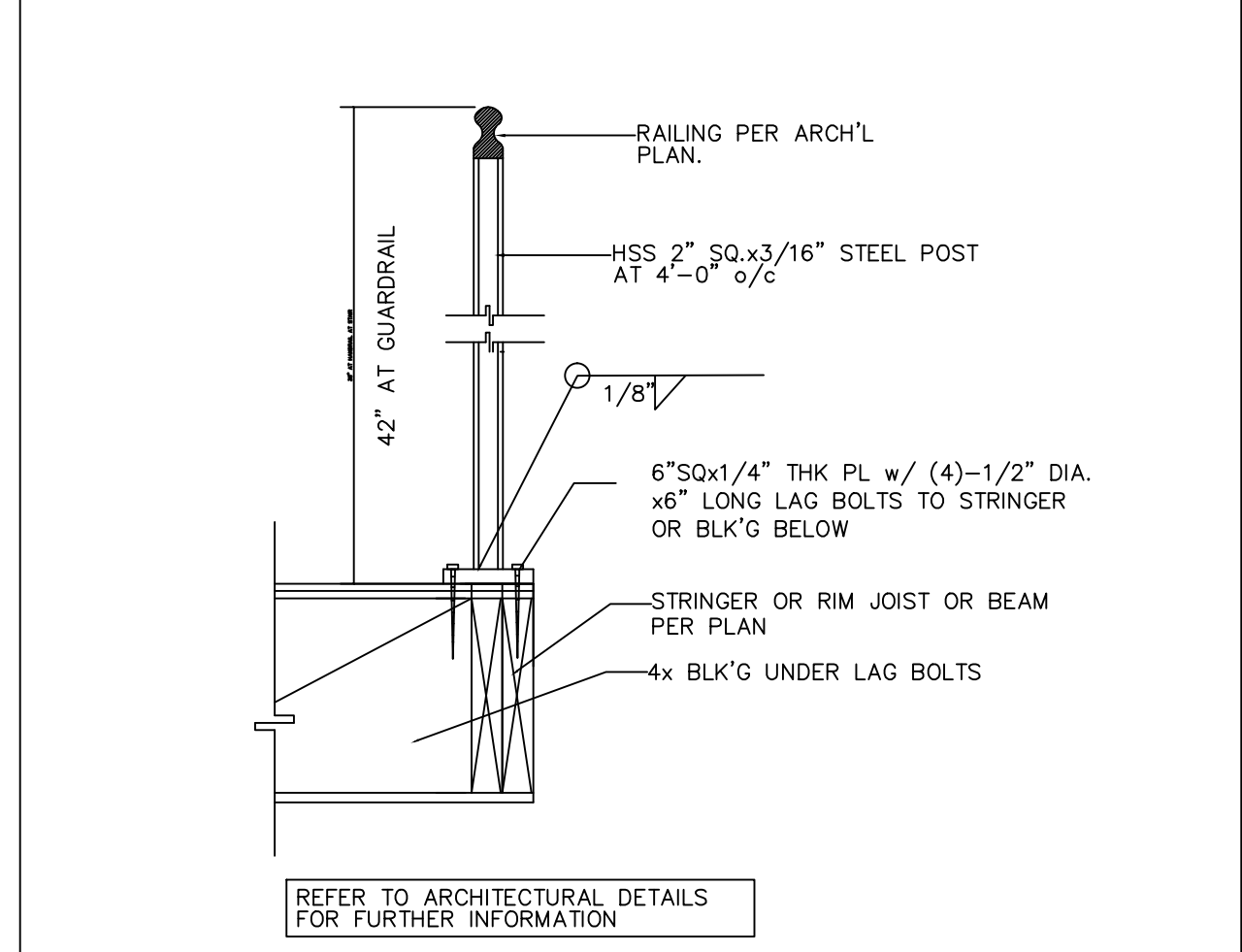
ALLOWABLE HOLES AND NOTCHES IN TOP PLATES



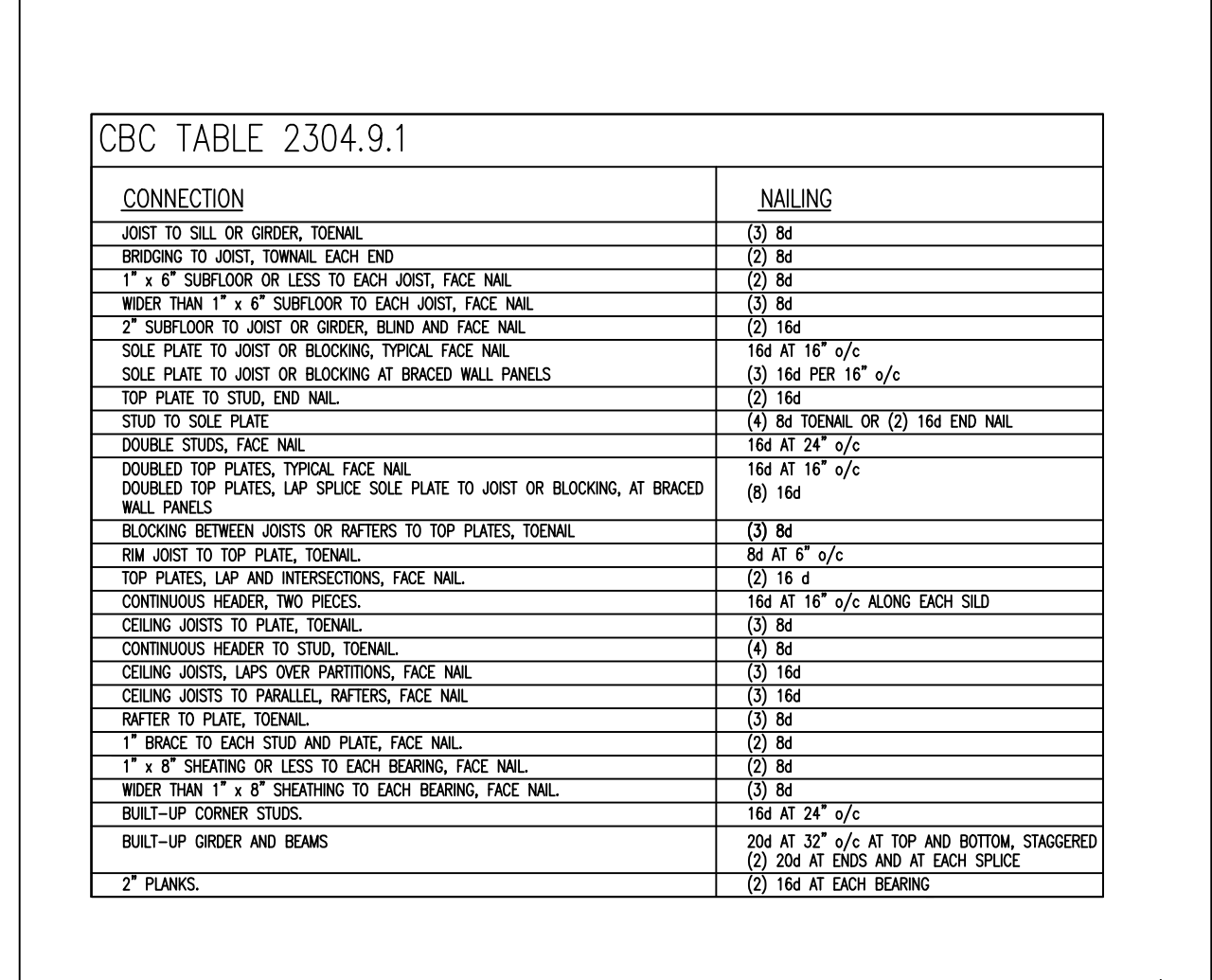
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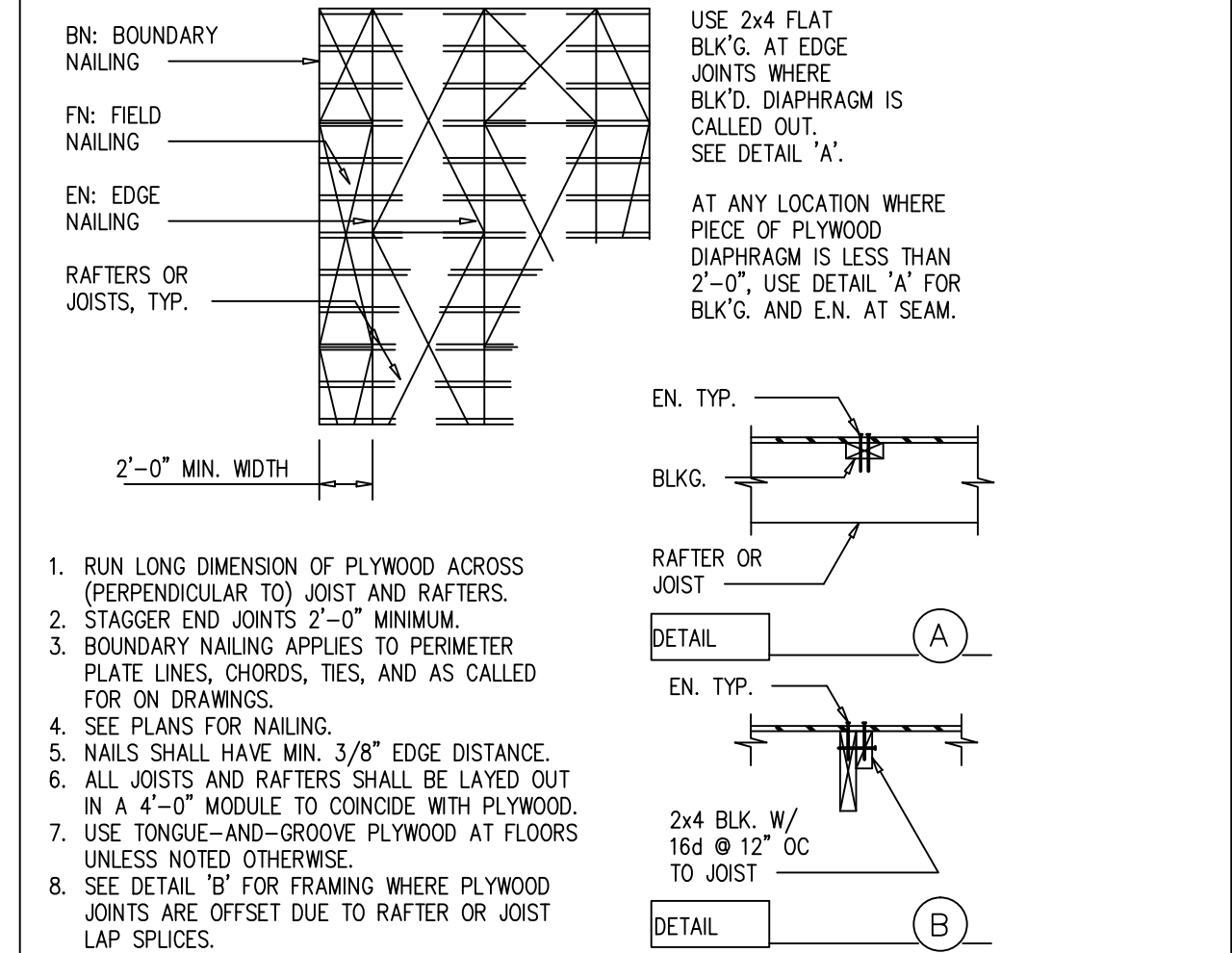
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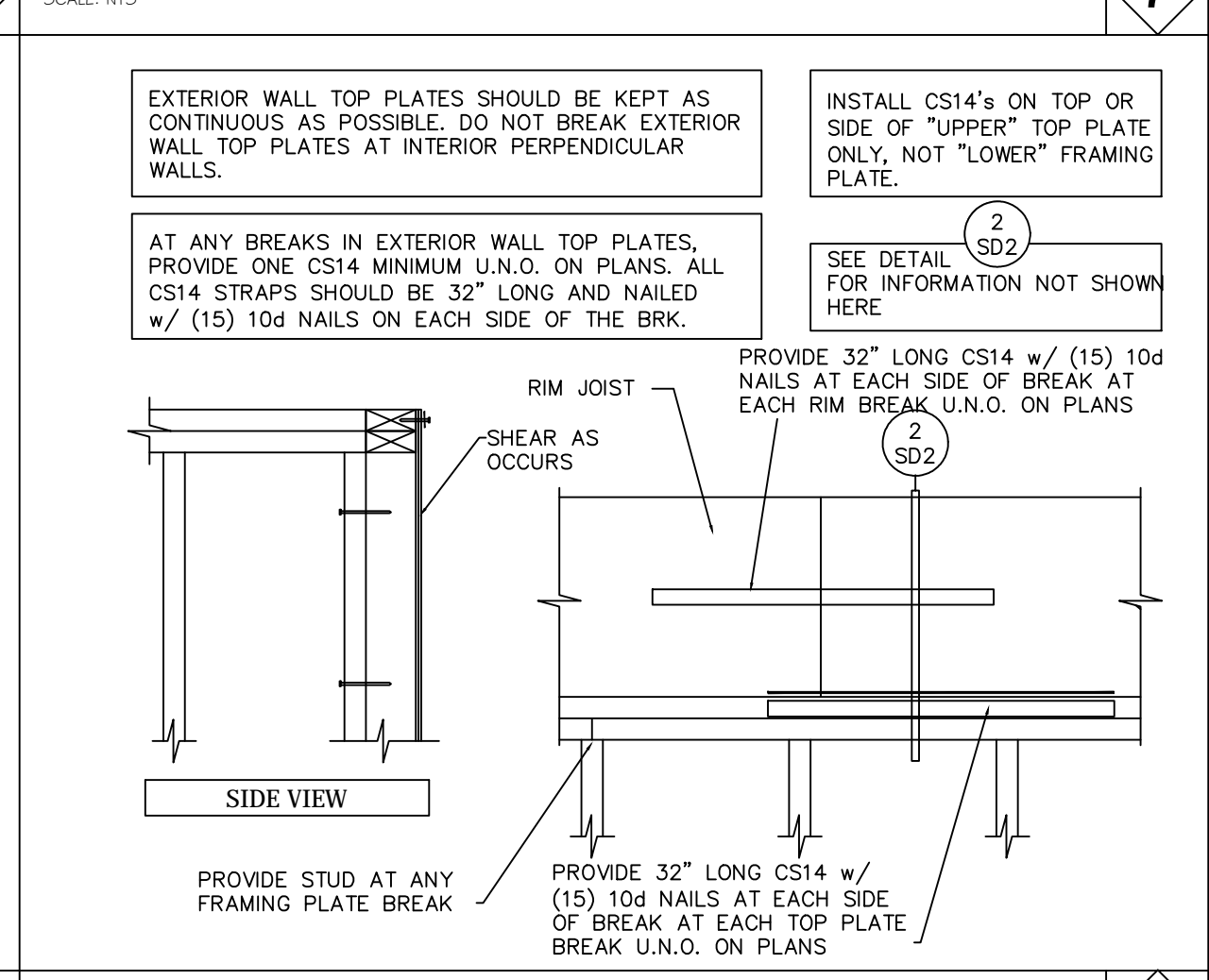
SEE CHART FOR STRINGER SIZE



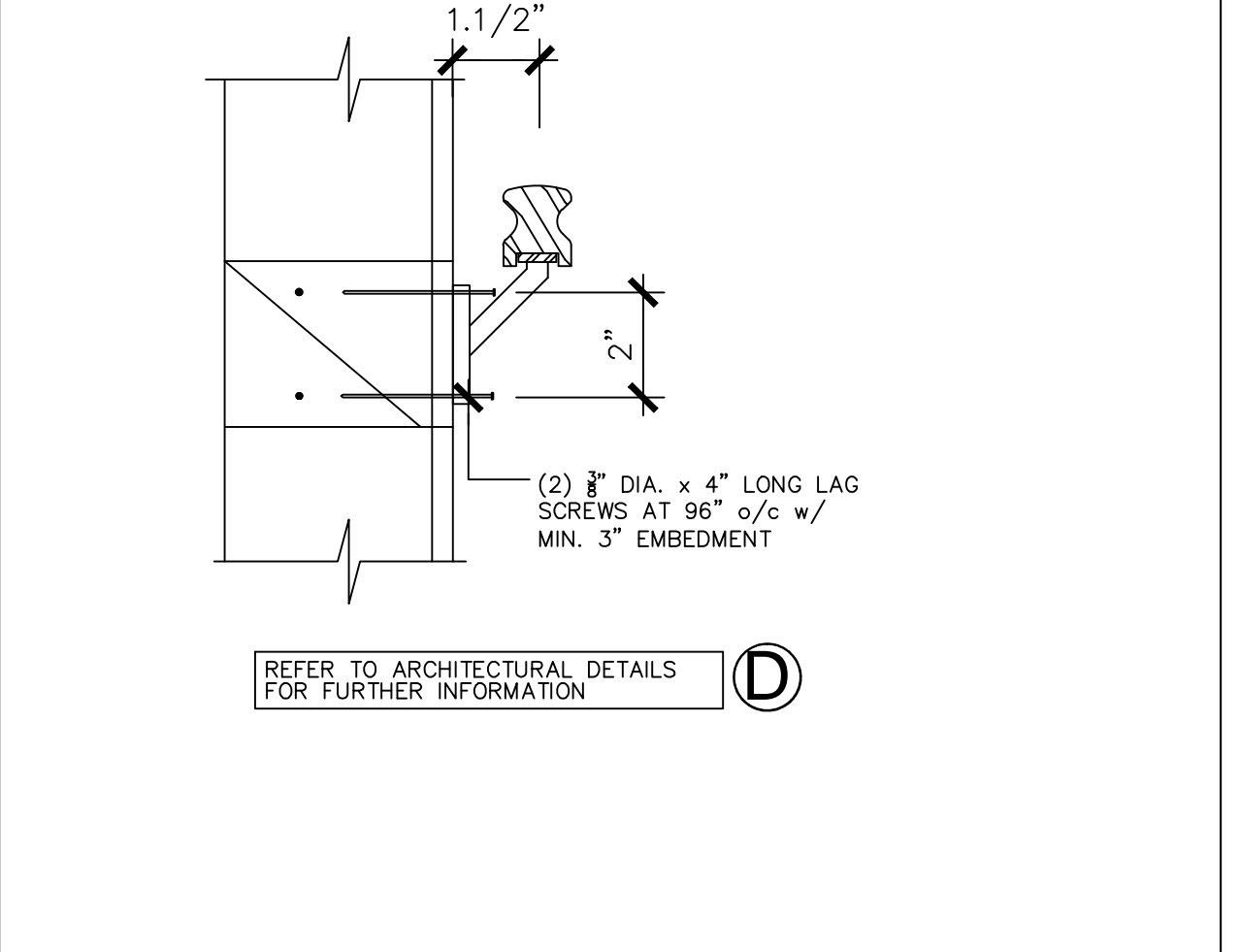
ALLOWABLE HOLES AND NOTCHES IN TOP PLATES



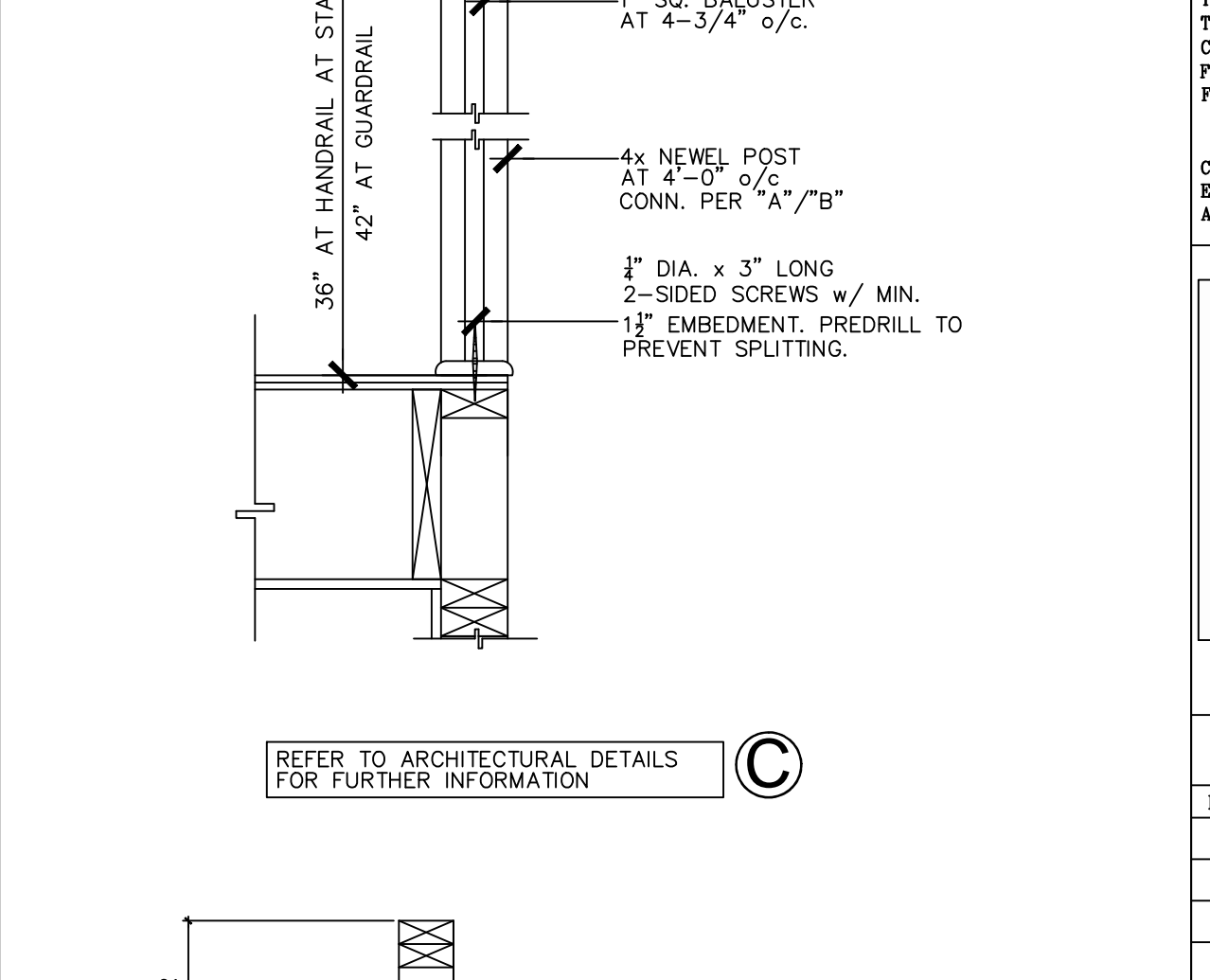
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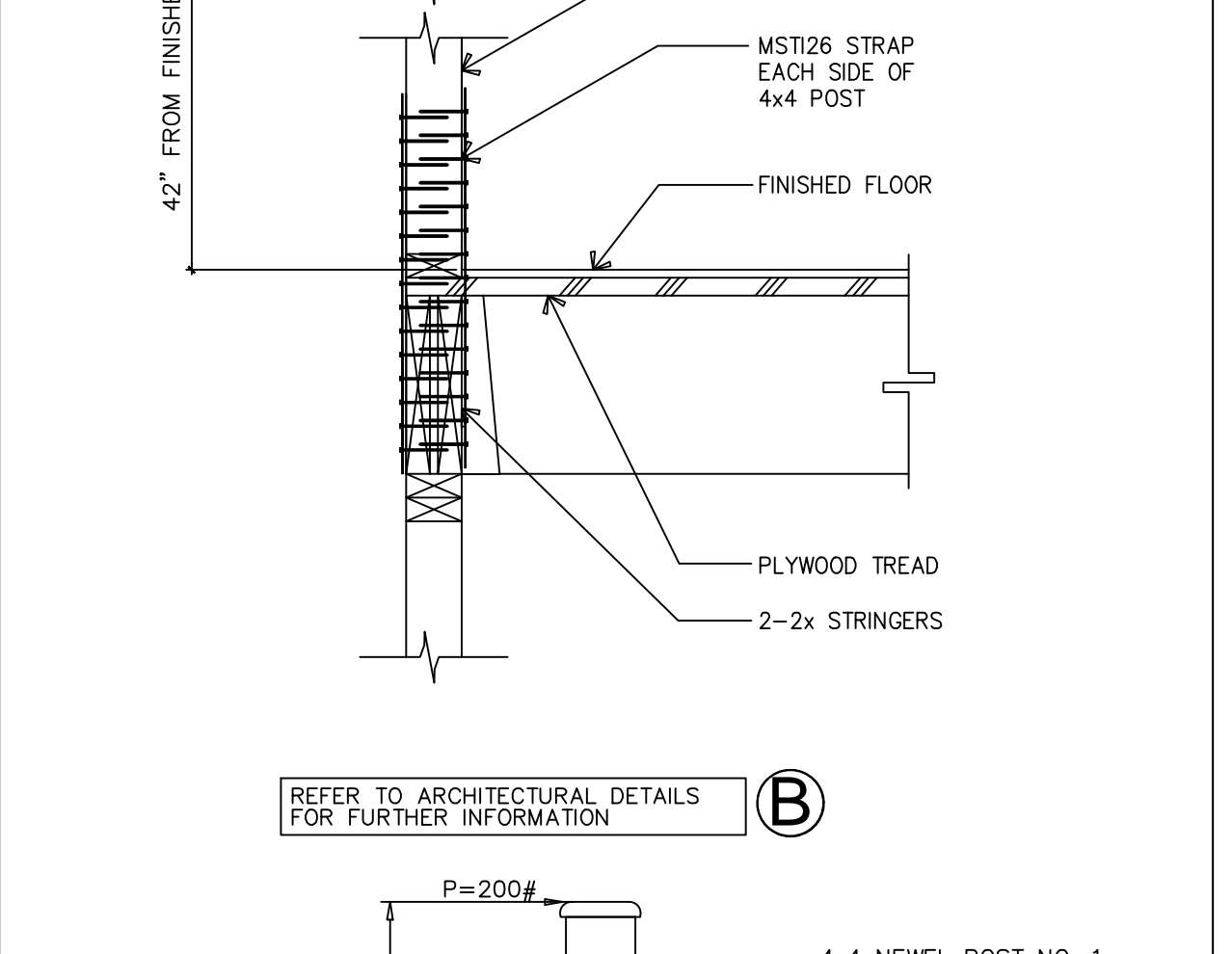
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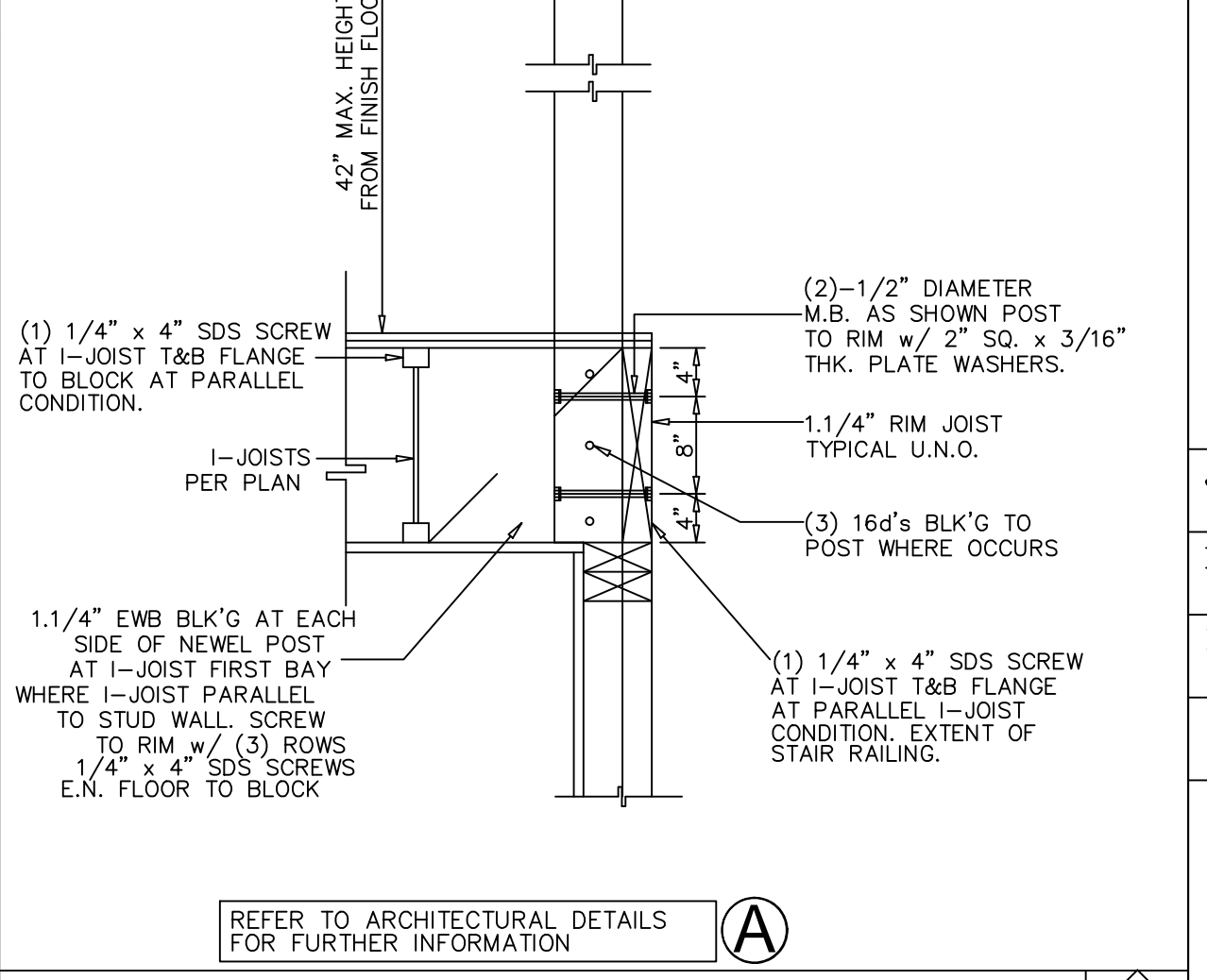
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ALLOWABLE HOLES AND NOTCHES IN TOP PLATES



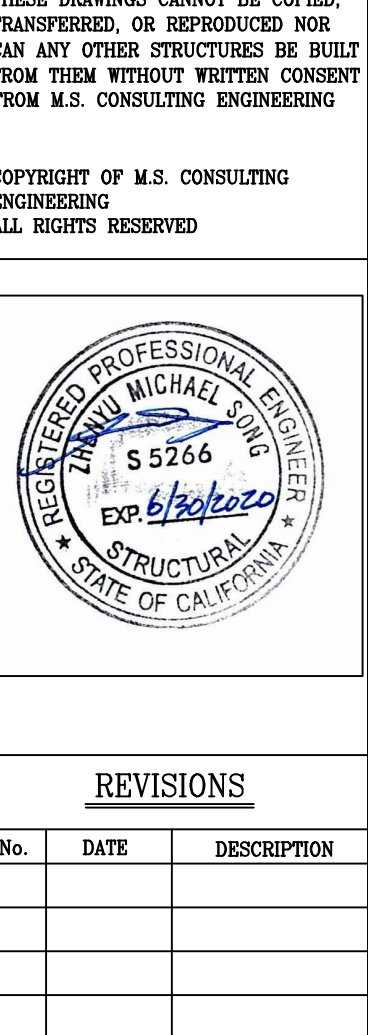
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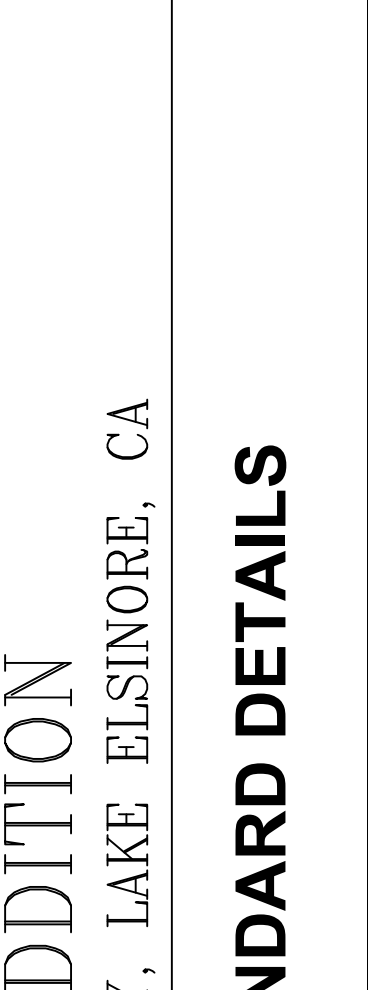
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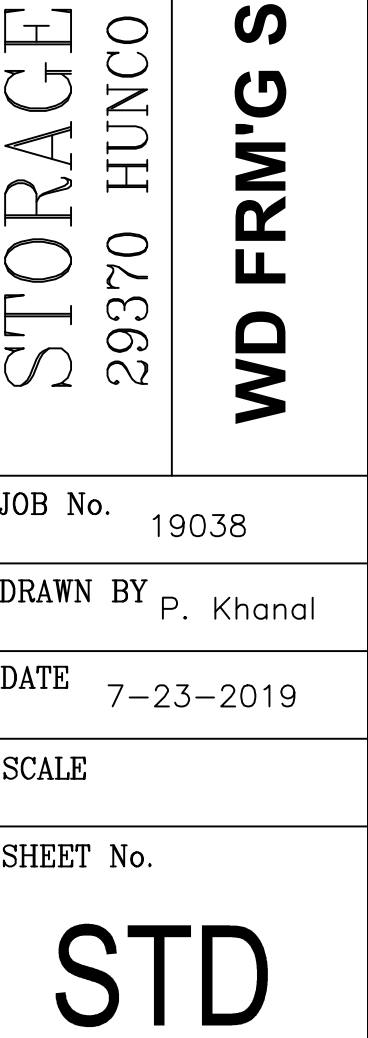
SEE CHART FOR STRINGER SIZE



ALLOWABLE HOLES AND NOTCHES IN TOP PLATES



VOID



NOTCHED OR DRILLED AT CONVENTIONAL JOISTS

M.S. CONSULTING ENGINEERING  
Residential Commercial Industrial

12631 Imperial HWY #F-230, Santa Fe Springs, CA 90670  
Tel: (562) 863-9999 Fax: (562) 863-9991  
EMAIL: MSPE@GMAIL.COM

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REVISIONS

No.	DATE	DESCRIPTION

STORAGE ADDITION  
29370 HUNCO WAY, LAKE ELSINORE, CA

WD FRM'G STANDARD DETAILS

JOB No. 19038

DRAWN BY P. Khonal

DATE 7-23-2019

SCALE

SHEET No.

STD









M.S. CONSULTING ENGINEERING  
Residential Commercial Industrial

12631 Imperial HWY #F-230, Santa Fe Springs, CA 90670  
Tel: (562) 863-9999 Fax: (562) 863-9991  
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[illegible]

**BEAM TO BEAM CONN.**

**VOID**

SHEAR PLATE AND BOLT SCHEDULE								
BEAM SIZE	SHEAR PLATE		BOLT					
	t (in)	weld (in)	Gr.	TYPE	No	dia. (in)	D1 (in)	D2 (in)
W8 & W10	3/8	1/4	A325N		2	7/8	1½"	1½"
W12 & W14	3/8	1/4	A325N		3	7/8	1½"	1½"
W16	3/8	1/4	A325N		4	7/8	1½"	1½"
W18	1/2	3/8	A325N		5	1	1½"	1½"
W21 & W24	1/2	3/8	A325N		6	1	1½"	1½"
12" DP. C	1/4	1/4	A307		3	1/2	1½"	1½"



**VOID**



STORAGE ADDITION  
29370 HUNCO WAY, LAKE ELSINORE, CA

## STRUCTURAL DETAILS

JOB No.	19038
---------	-------

DRAWN BY P. Khanal

DATE	7-23-2019
------	-----------

SCALE

SHEET No.

SD2



## **EXHIBIT C**

### **PROPERTY OWNER CONSENT**

R2H Investments LLC, a California limited liability company, being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Lake Elsinore and R2H Holdings LLC dated for identification as of December 1, 2019 (the "Agreement"), does hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

R2H INVESTMENTS LLC,  
a California limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Managing Member

[notary required]



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 \_\_\_\_\_, before me, \_\_\_\_\_ a  
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 of Notary

(Affix seal here)