

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 21.1
(ID # 13758)

MEETING DATE:

Tuesday, November 17, 2020

FROM: TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON ORDINANCE NO. 348.4933, CHANGE OF ZONE NO. 2000013, CHANGE OF ZONE NO. 2000012, ORDINANCE NO. 348.4934, CONDITIONAL USE PERMIT NO. 200010, DEVELOPMENT AGREEMENT NO. 2000002, ORDINANCE NO. 664.66, BOARD OF SUPERVISORS POLICY F-7- Intent to Adopt a Negative Declaration and Find Policy F-7 CEQA Exempt – Applicant: Excel Riverside, Inc. – Engineer/Representative: Infrastructure Engineers – Second Supervisorial District – University Zoning District – Highgrove Area Plan: Community Development: Commercial Retail (CD: CR) – Location: North of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue – 0.41 Net Acres – REQUEST: Ordinance No. 348.4933 associated with Change of Zone No. 2000013 amends Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with one-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. Conditional Use Permit No. 200010 a retail cannabis business located within an existing 3,952 sq. ft. commercial building with suites. The first suite of the existing building is 2,106 sq. ft. and would contain the retail cannabis business. Hours of operation would be 7 days a week; 8 am to 10 pm. Change of Zone No. 2000012 would change the existing zone from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). Development Agreement No. 2000002. The associated development agreement has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP200010, and will provide community benefits to the Highgrove Area. District 2. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

ACTION: Policy



Charissa Leach, Interim TLMA Director

11/12/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a modification to the Public Convenience or Necessity (PCN) Findings of Board Policy F-7 related to unpermitted cannabis retailers to read: The proposed cannabis retailer is located in an area with a history of a high number of unpermitted cannabis retailers such that an additional permitted location would serve a public convenience or necessity by satisfying a higher demand for permitted cannabis retail locations and reduce patronage of unlicensed facilities.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt

Nays: None

Absent: None

Date: November 17, 2020

xc: Trans., Planning, Recorder

Kecia R. Harper

Clerk of the Board

By 

Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

1. **ADOPT** a **NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. CEQ200035**, based on the findings and conclusions incorporated into this staff report, in the initial study, attached hereto, and the conclusion that the project will not have a significant effect on the environment;
2. **ADOPT ORDINANCE NO. 348.4933**, attached hereto and associated with **Change of Zone No. 2000013**, modifying the requirement related to the separation distance between Cannabis Retailers, based on the findings and conclusions incorporated into this staff report;
3. **APPROVE CHANGE OF ZONE NO. 2000012** that changes the project site's zoning classification from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S), based upon the findings and conclusions incorporated in the staff report;
4. **ADOPT ORDINANCE NO. 348.4934**, attached hereto, amending the zoning in the University District shown on Map No. 5.027, Change of Zone No. 2000012;
5. **APPROVE CONDITIONAL USE PERMIT NO. 2000010**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report and subject to adoption of Ordinance No. 348.4933, Ordinance No. 348.4934 and Ordinance No. 664.66;
6. **INTRODUCE, READ TITLE AND WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.66** an ordinance of the County of Riverside approving Development Agreement No. 2000002, based upon the findings in this staff report;
7. **FIND** that the Board Policy is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines sections 15061(b)(3) (Common Sense Exemption) based on the findings presented in the Form 11; and

ADOPT BOARD OF SUPERVISORS POLICY F- 7 related to Cannabis Retailers within a Commercial Retail Corridor.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Cannabis Background:

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On October 23, 2018, the Board of Supervisors adopted Ordinance No. 348.4898 that established the permitting process and regulations for commercial cannabis activities.

Applicants requesting to establish commercial cannabis retail, microbusiness, and/or cultivation uses were required to submit a request for proposal (RFP) cannabis package. Applicants who ranked highest were allowed to proceed forward with the Conditional Use Permit process. On July 2, 2019, the Board of Supervisors accepted the Cannabis RFP response package rankings list, which allowed the highest-ranking applicants to begin the land use review process for their proposed project. In the first year of implementation, 50 cannabis cultivation applications and 19 cannabis retail applications began the land use review process.

The project was assigned RFP Cannabis File No. CAN190080 and subsequently ranked Number Two out of the Nineteen (19) applicants to be recommended to proceed forward with the conditional use permit application process for a cannabis retail store.

Project Details:

The project will occupy approximately 2,106 square feet of an existing commercial retail building (total existing retail building square-footage is 3,952 square feet). The project will operate between the hours of 8am to 10pm daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I). In addition, the project will employ a total of 33 employees across three shifts with ten (10) employees on site including security personnel daily. The existing commercial facility provides 20 parking spaces, meeting the requirement for off-street vehicle parking pursuant to Ordinance No. 348 Section 18.12 (A) (2). The project applicant anticipates to serve 30 customers/day during initial operations and 50 customers/day by the end of the first year.

The previous set of applications for this location included, Change of Zone No. 1900021 – Commercial Office (C-O) to Scenic Highway Commercial (C-P-S), Development Agreement No. 1900005, Conditional Use Permit No. 190009, and Change of Zone No. 1900036 (Ordinance No. 348 Amendment) to reduce cannabis retailer setbacks from each other from 1,000 feet to 250 feet, was recommended for approval by the Planning Commission on February 19, 2020, by a vote of 5-0. The project was then heard at the Board of Supervisors on May 19, 2020, where it was denied by a vote of 3-2.

As a result of the setback reduction denial and the project denial as a whole, the applicant decided to re-apply and submitted on May 28, 2020 for Change of Zone No. 2000012, Development Agreement No. 2000002, Conditional Use Permit No. 200010, and Change of Zone No. 2000013. These new project applications went before the Planning Commission on July 1, 2020 hearing. With testimony from members of the public and deliberation amongst the Commission on commercial cannabis project clustering or density ratios; the Commission asked Staff to provide options for commercial cannabis retailer clustering. The project was continued to August 5, 2020.

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At the August 5th Planning Commission meeting staff presented options to the Planning Commission to consider. After deliberation and public testimony occurred, the Commission requested Staff to come up with an approach of clustering commercial cannabis retailers in certain areas as well as a methodology to allow for a maximum number of commercial cannabis retailers within a given cluster.

Staff expanded upon the existing inherent clustering due to zoning for cannabis retailers and further considered how to allow for commercial cannabis retailers within active commercial corridors to be permitted without requiring a separation requirement and establish a limit on the number of commercial cannabis retailers within a commercial corridor. Planning Staff recommended to the Planning Commission that Section 19.519.A.2. of Ordinance No. 348 be amended as follows:

“Cannabis Retailers shall be located more than 1,000 feet, measured from the nearest principal buildings, from any other Cannabis Retailer. This separation requirement, however, shall not apply to Cannabis Retailers located within one-half mile from a designated freeway, including Interstate 10, Interstate 15, Interstate 215, State Route 91, and State Route 60.”

At the October 7, 2020 Planning Commission hearing, the Commission voted 5-0 in favor of Staff’s recommendation; including the proposal for a Public Convenience or Necessity (PCN) in the form of a Board Policy. The PCN would provide an opportunity for a cannabis retailer to exceed the number of cannabis retailers within a commercial corridor, but still retain a limit based upon the census tract where the commercial corridor resides. Additionally, 24 hour “onsite Security” was added to the project’s conditions of approval.

Development Agreement

The applicant has proposed entering into the attached development agreement (DA) with the County for the Project. The DA is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the Project is developed in a way that would not conflict with the public’s health, safety or general welfare. The DA has a term of 10 years (with the option for a 5-year extension subject to mutual approval) and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 2000002 requires the applicant to make the following payments to TLMA:

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administration of the development agreement program.

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- 2) A baseline Public Benefit payment of \$33,696.00, which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.

- 3) An annual Additional Public Benefit payment of \$40,040.00, which will increase 4% per year for the initial 5 years and then 5% for the remaining term of the development agreement. This payment shall be held by TLMA in an account specifically for the Highgrove area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.66, an Ordinance of the County of Riverside Approving Development Agreement No. 2000002, incorporates by reference DA No. 2000002 consistent with Government Code section 65867.5.

Notice of Exemption for Board of Supervisors Policy F-7

The proposed Board Policy is exempt from further California Environmental Quality Act (CEQA) review as the policy is covered by State CEQA Guidelines Section 15061(b)(3).

The policy is covered by the Common Sense Exemption, State CEQA Guidelines Section 15061(b) (3) since it can be seen with certainty that there is no possibility that the policy in question would have a significant effect on the environment. The policy meets this criteria since it is a stand-alone Board Policy to provide an opportunity, at the discretion of the County, to consider further allowance of cannabis retailers within a commercial corridor by means of a Public Convenience or Necessity (PCN). The policy does not approve any development, nor would it lead to any direct, indirect, or cumulative physical environmental impacts, as any future development projects would be required to go through its own site-specific CEQA process. Therefore, there is no possibility that the activity in question may have a significant effect on the environment. Any future development requiring a discretionary review will be subject to further CEQA review. Therefore, no further environmental review is required at this time.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Citizens and Businesses

The Projects have no direct impact on citizens or businesses, as these are private projects. All impacts have been studied through CEQA; as detailed in the Planning Commission Staff Report, which is attached hereto and incorporated for reference.

SUPPLEMENTAL:

Additional Fiscal Information

All fees are paid by the applicant; there is no General Fund obligation.

ATTACHMENTS:

- A. **PLANNING COMMISSION REPORT OF ACTIONS**
- B. **PLANNING COMMISSION STAFF REPORT**
- C. **ORDINANCE NO. 348.4933**
- D. **ORDINANCE NO. 348.4934**
- E. **ORDINANCE NO. 664.66**
- F. **DEVELOPMENT AGREEMENT NO. 2000002**
- G. **BOARD OF SUPERVISORS POLICY F-7**



Jason Farin, Principal Management Analyst 11/12/2020



Gregory Priamos, Director County Counsel 11/12/2020

1 ORDINANCE NO. 348.4933

2 AN ORDINANCE OF THE COUNTY OF RIVERSIDE

3 AMENDING ORDINANCE NO. 348 RELATING TO ZONING

4
5 The Board of Supervisors of the County of Riverside ordains as follows:

6 Section 1. Subsection A.2. of Section 19.519 of Article XIXh of Ordinance No. 348 is
7 amended to read as follows:

8 “2. Cannabis Retailers shall be located more than 1,000 feet, measured from the
9 nearest principal buildings, from any other Cannabis Retailer. This
10 separation requirement, however, shall not apply to Cannabis Retailers
11 located within one-half mile from a designated freeway, including Interstate
12 10, Interstate 15, Interstate 215, State Route 91, and State Route 60.”

13 Section 2. A new number 6. is added to subsection E. of Section 19.519 of Article
14 XIXh of Ordinance No. 348 to read as follows:

15 “6. The Cannabis Retailer complies with all applicable Riverside County Board
16 of Supervisors policies.”
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Section 3. This ordinance shall take effect thirty (30) days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By: 
Chairman, Board of Supervisors

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM

November 4, 2020

By: 
AARON C. GETTIS
Supervising Deputy County Counsel

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1 ORDINANCE NO. 348.4934

2 AN ORDINANCE OF THE COUNTY OF RIVERSIDE

3 AMENDING ORDINANCE NO. 348 RELATING TO ZONING

4

5 The Board of Supervisors of the County of Riverside ordains as follows:

6 Section 1. Section 4.1 of Ordinance No. 348, and University District Zoning Plan Map
7 No. 5, as amended, are further amended by placing in effect in the zone or zones as shown on the map
8 entitled "Change of Official Zoning Plan, University District, Map No. 5.027 Change of Zone Case
9 No.2000012," which map is made a part of this ordinance.

10 Section 2. This ordinance shall take effect 30 days after its adoption.

11 BOARD OF SUPERVISORS OF THE COUNTY
12 OF RIVERSIDE, STATE OF CALIFORNIA

13 By: 
14 Chairman, Board of Supervisors

15 ATTEST:
16 KECIA R. HARPER
17 Clerk of the Board

18 By: 

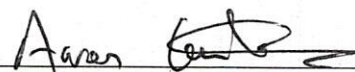
19 (SEAL)

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21 APPROVED AS TO FORM

22 November 4, 2020

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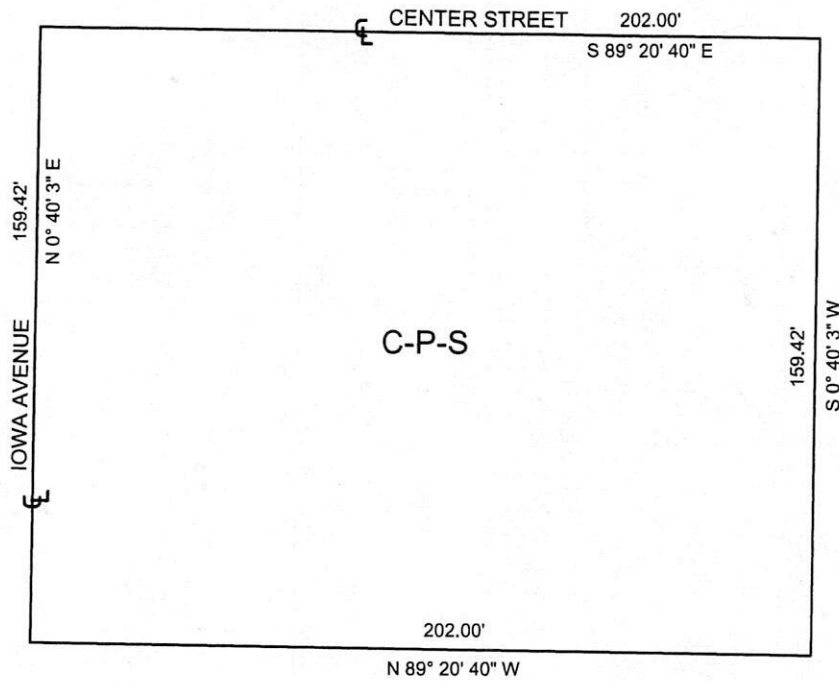
24 By: 
25 AARON C. GETTIS
26 Supervising Deputy County Counsel

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NOV 17 2020 21:1

SECTION 7, T. 25, S., R. 4 W., S.B.M



C-P-S SCENIC HIGHWAY COMMERCIAL

MAP NO. 5.027

CHANGE OF OFFICIAL ZONING PLAN
UNIVERSITY DISTRICT

CHANGE OF ZONE CASE NO. 2000012
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4934
(DATE) _____



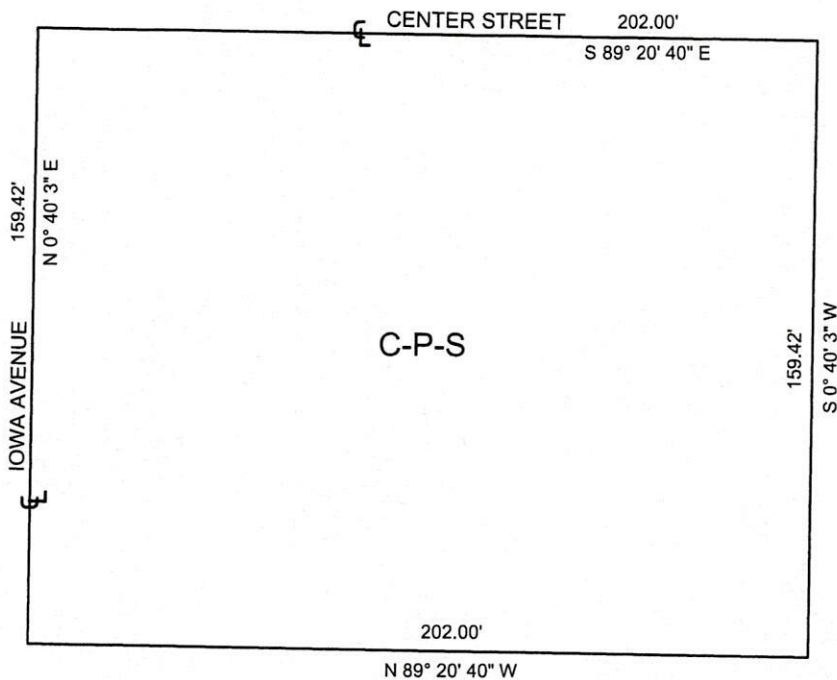
SCALE: 1:40

APN'S: 242-091-059
247-091-062

RIVERSIDE COUNTY BOARD OF SUPERVISORS



SECTION 7, T. 25, S., R. 4 W., S.B.M



C-P-S SCENIC HIGHWAY COMMERCIAL

MAP NO. 5.027

CHANGE OF OFFICIAL ZONING PLAN
UNIVERSITY DISTRICT

CHANGE OF ZONE CASE NO. 2000012
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4934
(DATE) _____

APN'S: 242-091-059
247-091-062

RIVERSIDE COUNTY BOARD OF SUPERVISORS



SCALE: 1:40



1 ORDINANCE NO. 664.66

2 AN ORDINANCE OF THE COUNTY OF RIVERSIDE
3 APPROVING DEVELOPMENT AGREEMENT NO. 2000002

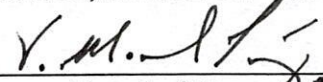
4
5 The Board of Supervisors of the County of Riverside ordains as follows:

6 Section 1. Pursuant to Government Code Section 65867.5, Development Agreement
7 No. 2000002, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein
8 by reference, is hereby approved.

9 Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute
10 said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective
11 Date of this ordinance, provided that all owners listed in Development Agreement No. 2000002 have
12 executed said Development Agreement within thirty (30) days after adoption of this ordinance.

13 Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its
14 adoption.

15 BOARD OF SUPERVISORS OF THE COUNTY
16 OF RIVERSIDE, STATE OF CALIFORNIA

17 By: 
18 Chairman, Board of Supervisors


18 ATTEST:
19 KECIA R. HARPER
20 Clerk of the Board

21 By: 

22
23 (SEAL)

24
25 APPROVED AS TO FORM

26 November 5, 2020

27 By: 
28 MICHELLE CLACK
Chief Deputy County Counsel

NOV 17 2020 21.1

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
Cannabis Retailers Within a Commercial Retail Corridor Policy	F-7	1 of 3

Purpose:

Commercial cannabis activities is a growing industry within Riverside County and it is likely that conditional use permit applications to establish cannabis retailers within the unincorporated area will continue to increase for many years. As the commercial cannabis industry continues to grow, it is anticipated that cannabis retailers will locate near freeways as these locations are typically close to infrastructure and vehicular access that supports the cannabis retailer. Additionally, these locations generally include a higher concentration of commercial and industrial land uses.

Ordinance No. 348, the County's Land Use Ordinance, establishes the land use regulations and approval requirements for commercial cannabis activities, which includes cannabis retailers. The land use and environmental review process includes determining whether the proposed cannabis retailer complies with all applicable State and local laws and regulations including the County's Land Use Ordinance. As conditional use permit applications for cannabis retailers continue to increase, it is important to include in the land use review process an analysis of the number of cannabis retailers within specific areas.

For conditional use permit applications for proposed cannabis retailers within a Commercial Retail Corridor that is determined to be Unduly Concentrated, as further defined in this policy, this policy provides a framework for applicants to seek a finding from the Board of Supervisors that the proposed cannabis retailer would serve as a public convenience or necessity. It is intended that this policy will apply to conditional use permit applications for cannabis retailers located within a Commercial Retail Corridor, and be implemented during the land use review process in conjunction with the County's Land Use Ordinance.

Cannabis Retailer Concentration Limits:

1. The number of cannabis retailers located within a Commercial Retail Corridor is limited to one (1) for each 2,000 inhabitants of the census tract in which the cannabis retailers are located.
2. The number of cannabis retailers located within a Commercial Retail Corridor may be increased to one (1) for each 1,000 inhabitants of the census tract in which the cannabis retailer is located with a finding of Public Convenience or Necessity ("PCN") as provided in this policy.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:

Policy Number

Page

**Cannabis Retailers Within a
Commercial Retail Corridor Policy**

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2 of 3

3. The United States Census Bureau shall be the source of authority for determining the number of inhabitants (population) per census tract.

Public Convenience or Necessity ("PCN") Finding:

Applicants seeking a conditional use permit for a cannabis retailer within a Commercial Retail Corridor that is determined to be Unduly Concentrated may request the Board of Supervisors find that the proposed cannabis retailer would serve as a public convenience or necessity.

In order for a PCN determination to be presented to the Board of Supervisors, applicants shall demonstrate both of the following:

1. The addition of the proposed cannabis retailer will not result in a Commercial Retail Corridor having a number of cannabis retailers greater than one for each 1,000 inhabitants of the census tract in which the cannabis retailer is located; and,
2. The addition of the proposed cannabis retailer will not cause more than 10% or more of the commercially zoned lots, in gross acres, within the Commercial Retail Corridor to be utilized for cannabis retailers.

In order for a PCN determination to be made by the Board of Supervisors, applicants shall demonstrate all of the following:

1. The proposed cannabis retailer will not be detrimental to the character of development in the immediate neighborhood and will be in harmony with the overall objectives of the Riverside County General Plan.
2. The addition of the proposed cannabis retailer will not increase the severity of existing law enforcement or public nuisance problems in the surrounding area with increased calls for service due to cannabis related complaints or criminal activity associated with cannabis.
3. The community benefits of permitting an additional cannabis retailer outweigh any negative impacts to the community as a whole.
4. Reasonable efforts were made to seek community input regarding the addition of the proposed cannabis retailer to the Commercial retail Corridor.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
Cannabis Retailers Within a Commercial Retail Corridor Policy	F-7	3 of 3

In addition to the above requirements, applicants shall demonstrate at least one of the following:

1. The proposed cannabis retailer serves an area of increased density or consumer traffic; including but not limited to adjacency to high population census tracts and/or distance away from sensitive uses or other special circumstances within the corridor, such that the proposed location would serve the public convenience or necessity by satisfying a higher demand for cannabis retail locations; or
2. The proposed cannabis retailer is located in an area with a high number of unpermitted cannabis retailers such that an additional permitted location would serve a public convenience or necessity by satisfying a higher demand for permitted cannabis retail locations and reduce patronage of unlicensed facilities.

Definitions:

For purposes of this policy, the following terms shall mean the following:

1. **Commercial Retail Corridor:** Those corridor areas in the unincorporated area of Riverside County located within one-half mile from a designated freeway, including Interstate 10, Interstate 15, Interstate 215, State Route 91, and State Route 60.
2. **Undue Concentration:** A Commercial Retail Corridor where the number of approved conditional use permits for cannabis retailers within that Commercial Retail Corridor has reached a limit of one for each 2,000 inhabitants of the census tract in which the cannabis retailers are located.

Recorded at request of
Clerk, Board of Supervisors
County of Riverside

When recorded return to
Assistant TLMA Director – Planning and Land Use
4080 Lemon Street, 12th Floor
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 2000002

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND GREENTECH INVESTMENTS, LLC

AND EXCEL RIVERSIDE, INC.

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DEVELOPMENT AGREEMENT NO. 200002

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

Greentech Investments, LLC and Excel Riverside, Inc.

RECITALS

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

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

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

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

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

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

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

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

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

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

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

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

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan provisions, to ensure that the County does not disproportionately bear the burden of commercial cannabis activities throughout the County, to ensure the County receives public benefits for the commercial cannabis activities, to ensure there are adequate resources available for enforcement of permitted and unpermitted commercial cannabis activities, and to give cannabis owners and property owners certainty as to the County's requirements; and,

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means an amount equal to \$16.00 multiplied by the entire Cannabis Area, as shown on Exhibit "G", and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

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

1.1.4 "Conditional Use Permit" means the land use permit required by COUNTY to conduct Commercial Cannabis Activities, and more specifically Conditional Use Permit No. 190009.

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

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

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

- (a) Conditional use permits, and site plans;
- (b) Zoning Amendments;
- (c) General Plan Amendments
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits;
- (f) Any permits or entitlements necessary from the COUNTY;

- (g) Any easements necessary from COUNTY or any other land owner;
- (h) Specific plans and specific plan amendments;
- (i) Right of Entry agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Exhibit "A" - Legal Description of the Property
- Exhibit "B" - Map Showing Property and Its Location
- Exhibit "C" - Existing Development Approvals
- Exhibit "D" - Existing Land Use Regulations
- Exhibit "E" - Commercial Cannabis Activity Site Plan & Description
- Exhibit "F" - Applicable Annual Public Benefits Base Payments
- Exhibit "G" - Commercial Cannabis Area calculation exhibit.

Exhibit "H" - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of ten years thereafter, unless this term is modified or extended for one additional five year term pursuant to the provisions of this Agreement and so long as the Project is in compliance with all applicable conditions of approval and County ordinances.

2.4 Transfer.

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

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

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

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

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

following conditions:

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

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

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

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

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 200010) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such

termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 2019-037.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of thirty (30) consecutive days.

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

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

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either:
(i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors
Riverside County Administrative Center

4080 Lemon Street, First Floor
Riverside, CA 92502
Fax No. (951) 955-1071

with copies to:

County Executive Officer
Riverside County Administrative Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use
Transportation and Land Management Agency
Riverside County Administrative Center,
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Fax No. (951) 955-1817

and

County Counsel
County of Riverside
3960 Orange Street, Suite 500
Riverside, CA 92501
Fax No. (951) 955-6363

If to OWNER:
Property Owner
Mr. Chandresh Ravaliya
Greentech Investments, LLC
987 Foothill Blvd.
Claremont, CA 91711

Operator
Mr. Chandresh Ravaliya
Excel Riverside, Inc.
2640 Camino Del Sol
Fullerton, CA 92833

With a copy to:
Lesa Slaughter, Esq.
Slaughter Law Group
4881 Topanga Canyon Blvd., Suite 238

Woodland Hills, CA 91364
Fax No. 818-449-0945

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

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

3.4 Changes and Amendments. The parties acknowledge that refinement and further

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

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole;

or,

- (c) Increase the maximum height and size of permitted buildings or structures;

or,

- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

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

- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.

(d) Regulations imposing Development Exactions. Development Exactions shall be applicable to development of the Property if such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

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

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement or require changes in plans, maps or permits approved by the COUNTY, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated business activity, and it is subject to various state and local laws and regulations. This Agreement does not, and the County cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

3.6. Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore

or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190080, incorporated herein by this reference.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the first grading permit or the first building permit, whichever occurs first, for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the base payment calculated per Section 1.1.2 of this Agreement ("Base Payment"); provided, however, that such initial annual base payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.2.2 Subsequent Annual Base Payments. The Annual Base Payment shall be subject to annual increases in an amount of 2%. Prior to the first July 1st following the initial Base Payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

4.3 Annual Additional Public Benefits. OWNER shall perform Additional Public Benefits identified in Exhibit "H" that will benefit the community in which the Commercial Cannabis Activity is located. Prior to the issuance of the first grading permit or the first

building permit, whichever occurs first, for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the additional annual public benefit set forth in Exhibit "H" of this Agreement ("Additional Public Benefit"); provided, however, that such initial annual payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit "H" shall be subject to the following annual increases: a 4% annual increase for the initial 5 years of the Agreement's term and a 5% annual increase for the remaining term of the Agreement. Prior to the first July 1st following the initial Additional Public Benefit payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 5% annual increase.

4.4 Taxes. Subject to Section 4.6 herein, nothing herein shall be construed to relieve OWNER from paying and remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the County pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 allowing the OWNER's total public benefit payment, Base Rate plus Additional Public Benefit, to be reduced in an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products.

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

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

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

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

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

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

6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit and administration fee as set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

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

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 200010 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall

provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 200010 and consistency with the Request for Proposal Responses associated with CAN 190080 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

(c) If the Board finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.6 Proceedings Upon Modification or Termination. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.7 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.8 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

7.1 Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement shall survive and be binding upon such other jurisdiction.

7.2 Incorporation. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

7.3 Annexation. OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless both OWNER and COUNTY give written consent to such annexation.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

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

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

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

Notwithstanding anything in this Article 8 to the contrary, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

OWNER Initials

OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 2.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.6 Attorneys' Fees. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. COUNTY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with COUNTY's determination. The parties acknowledge that:

- (a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,
- (b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

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

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification,

termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If this Agreement is signed by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

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

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

strict compliance by the other party with the terms of this Agreement thereafter.

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

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

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

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

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

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

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

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide, in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

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

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

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

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

Dated: _____

By: _____

V. Manuel Perez
Chairman, Board of Supervisors


ATTEST:

KECIA HARPER
Clerk of the Board

By: _____

Deputy
(SEAL)

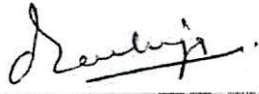
FORM APPROVED COUNTY COUNSEL


BY MICHELLE CLACK

11/10/2020
DATE

Dated: 11 | 05 | 2020

OWNER:
GREENTECH INVESTMENTS, LLC,
a California limited liability company

By: 
Chandresh Ravaliya
Its: Manager

Dated: 11 | 05 | 2020

OWNER:
EXCEL RIVERSIDE, INC.,
a California corporation

By: 
Chandresh Ravaliya
Its: Chief Executive Officer and Secretary

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.
EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO CORPORATE
OFFICERS.)

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

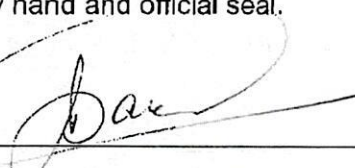
On Nov 05, 2020 before me, A Sandhu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)

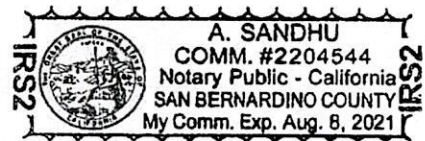


EXHIBIT "A"

Development Agreement No. 2000002

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lot 7 of Palmer Subdivision, in the County of Riverside, State of California, as per map recorded in Book 22 Page 89 of Maps, in the Office of the County Recorder of said County. Excepting therefrom that portion granted to the County of Riverside, in Deed recorded August 22, 1980 as Instrument No. 152857, Official Records.

APN: 247-091-059

Parcel 2:

Lots 8 and 9 of Palmer Subdivision, in the County of Riverside, State of California, as per map recorded in Book 22 Page 89 of Maps, in the Office of the County Recorder of said County. Excepting therefrom that portion granted to the County of Riverside, in Deed recorded June 17, 1981 as Instrument No. 112975, Official Records.

APN: 247-091-062

EXHIBIT "B"

Development Agreement No. 2000002

MAP OF PROPERTY AND ITS LOCATION

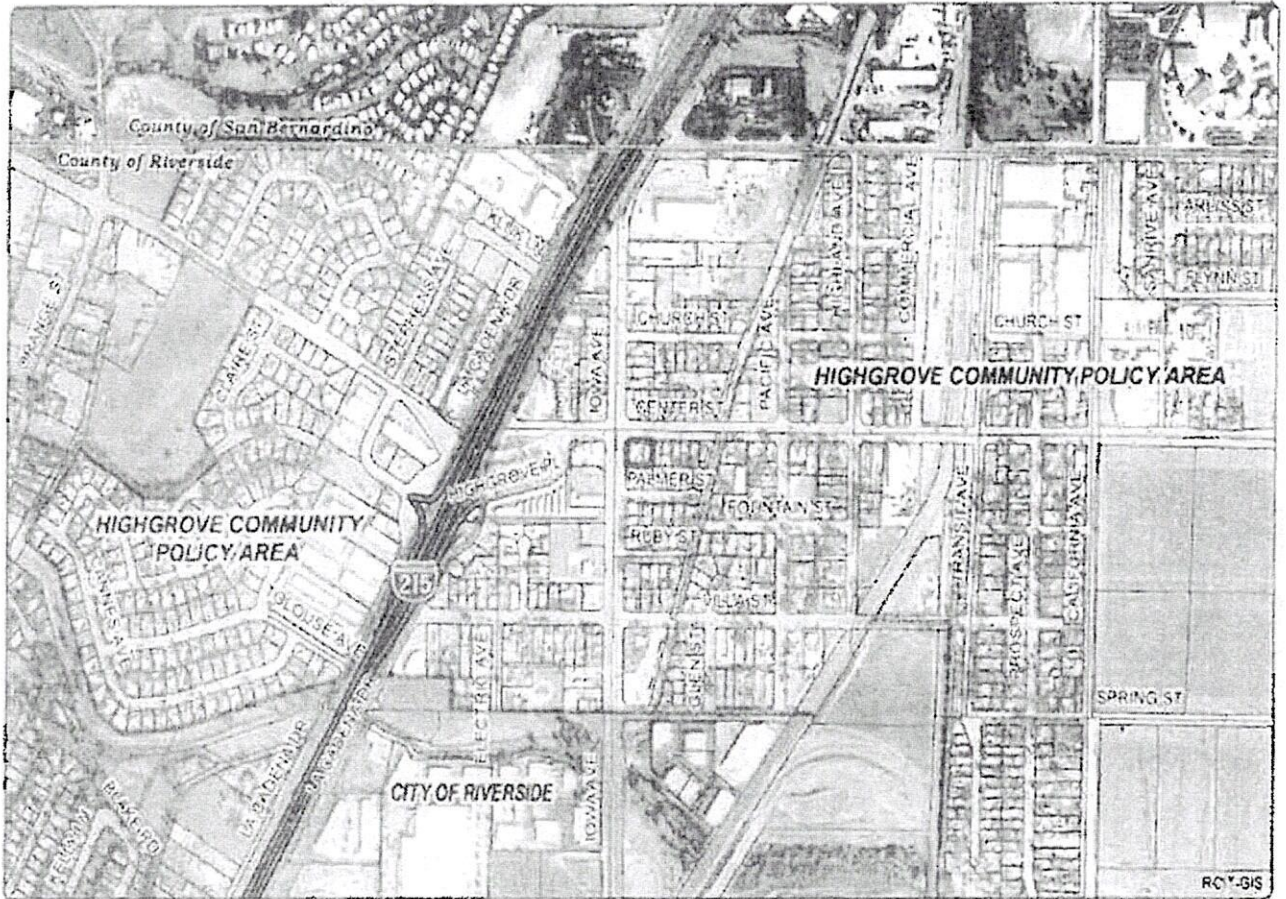


EXHIBIT "C"

Development Agreement No. 2000002

EXISTING DEVELOPMENT APPROVALS

ZONING:

Change of Zone No. 2000012

Change of Zone No. 2000013

OTHER DEVELOPMENT APPROVALS:

Plot Plan No. 5976

Plot Plan No. 17464

Conditional Use Permit No. 200010

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

EXHIBIT "D"

Development Agreement No. 2000002

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4933*
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2019-037 Establishing Procedures and Requirements of the
County of Riverside for the Consideration of Development Agreements
(Commercial Cannabis Activities)
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE. *Ordinance No. 348.4933 is associated with this Agreement, and will become effective subsequent to approval of the associated land use project and Agreement.

EXHIBIT "E"

Development Agreement No. 2000002

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 200010 permits a storefront retail cannabis business and delivery service to operate from the 2,106 square foot retail suite existing within the 3,952 square foot commercial building. No cannabis related activities are allowed in the 1,846 square foot suite of the commercial building.

SITE DATA

PROJECT NO. 100000
 DATE: 10/11/11
 DRAWN BY: J. H. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: [unreadable]
 CLIENT: [unreadable]
 ADDRESS: [unreadable]
 CITY: [unreadable]
 STATE: [unreadable]
 ZIP: [unreadable]

RESIDENCE
 (1281 CENTER STREET)

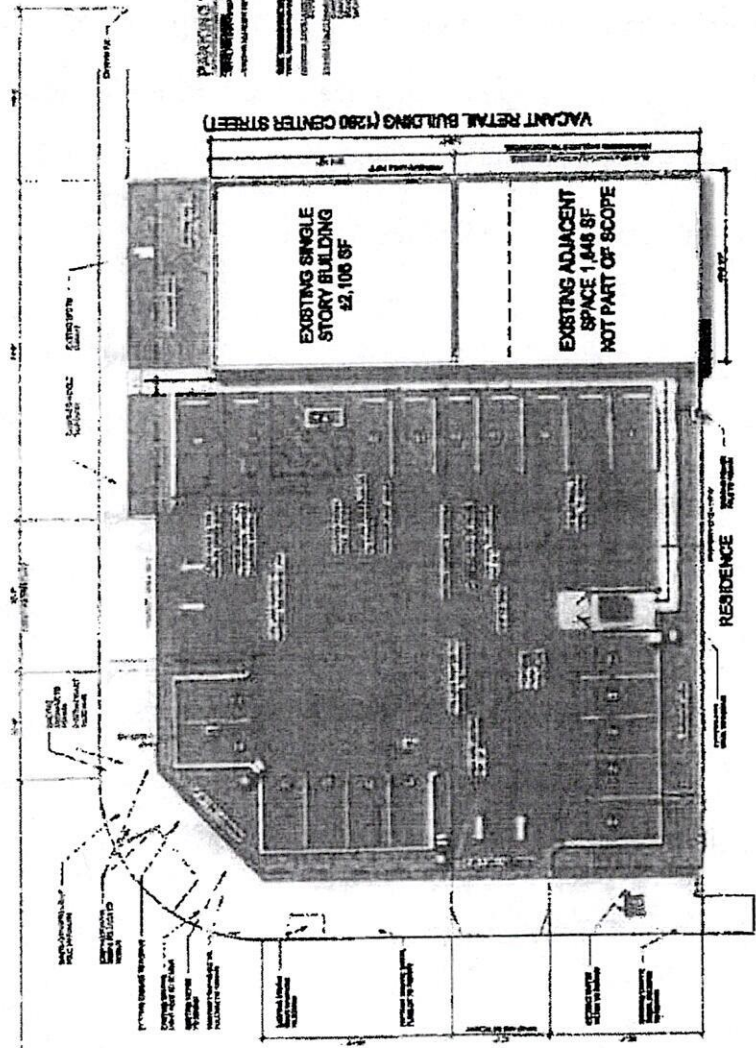
CA QUAL CONSTRUCTION INC
 (1271 CENTER ST)

COMMERCIAL SITE UNDERGOING REDEVELOPMENT
 (298-290 IOWA AVENUE)

CENTER LIQUOR MARKET - FORMER GASOLINE STATION (286 IOWA AVENUE)

☐ CENTER STREET

☐ IOWA AVENUE



PARKING DATA
 TOTAL SPACES: 12
 CAR SPACES: 10
 MOTORCYCLE SPACES: 2
 BICYCLE SPACES: 0
 TRUCK SPACES: 0
 BUS SPACES: 0
 VAN SPACES: 0
 TOTAL: 12

PROPOSED SITE PLAN
 FOR [unreadable]
 PREPARED BY: [unreadable]

CONDITIONAL USE PERMIT

SCALE: 1" = 20'-0"
 NORTH



SHEET NO. AT-1

EXHIBIT "F"

Development Agreement No. 2000002

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 200010 includes one retail suite totaling 2,106 square feet within an existing 3,952 square foot commercial building as shown on Exhibit "G". Only the 2,106 suite will be used for the Cannabis Retailer. In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$33,696.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 2000002

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 2,106 square foot suite that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

SITE DATA

OWNER: CA QUIAL CONSTRUCTION INC
PROJECT: RESIDENCE (1261 CENTER STREET)
DATE: 08/14/2014
SCALE: 1/8" = 1'-0"
DESIGNER: ENGINEERS & ARCHITECTS
PROJECT NO.: 14-001
DATE: 08/14/2014

RESIDENCE
(1261 CENTER STREET)

CA QUIAL CONSTRUCTION INC
(1171 CENTER ST)

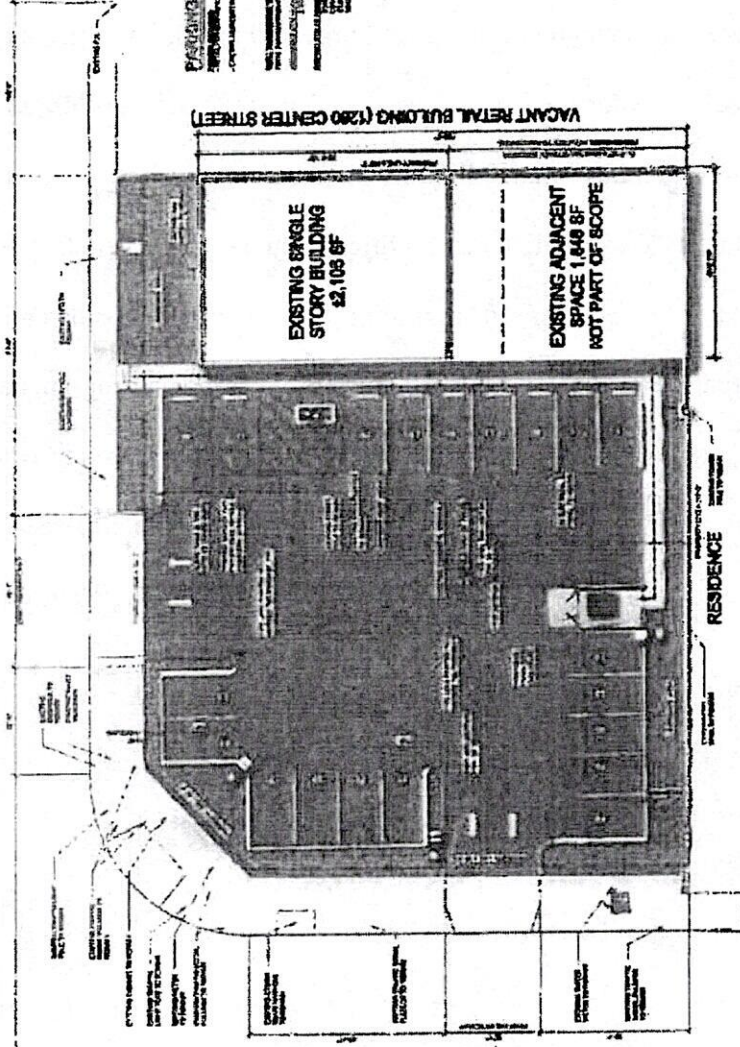
COMMERCIAL SITE UNDERGOING REDEVELOPMENT
(288-290 IOWA AVENUE)

CENTER LIQUOR MARKET - FORMER GASOLINE STATION (285 IOWA AVENUE)

Q CENTER STREET

Q IOWA AVENUE

CHEVRON-BRANDED GASOLINE STATION
(1340 CENTER STREET)



PARKING DATA

EXISTING: 12 SPACES
PROPOSED: 12 SPACES
TOTAL: 24 SPACES

PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"
DATE: 08/14/2014
PROJECT NO. 14-001

CONDITIONAL USE PERMIT



EXHIBIT "H"

Development Agreement No. 2000002

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$40,040.00 with an annual increase of 4% for the initial 5 years of the term for Development Agreement No. 2000002 and then an annual increase of 5% for the remaining term of Development Agreement No. 2000002. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190080, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 4:53 PM
To: COB; DeanP@Veterans-First-Foundation.com
Subject: Board comments web submission



First Name: Dean
Last Name: Poirier
Phone: 6035682457
Email: DeanP@Veterans-First-Foundation.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Friday, November 13, 2020 6:43 AM
To: COB; rfingerhut@globalgo.consulting
Subject: Board comments web submission

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First Name: Ryan
Last Name: Fingerhut
Address (Street, City and Zip): 777 East Tahquitz Canyon Way, Palm Springs, CA, 92262
Phone: 9546651301
Email: rfingerhut@globalgo.consulting
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

From: COB

Sent: Tuesday, November 17, 2020 10:42 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
Cc: Hildebrand, John <JHildebr@RIVCO.ORG>; Wheeler, Timothy <TWHEELER@RIVCO.ORG>; Leach, Charissa <cleach@rivco.org>
Subject: November 17 2020 Item No 21.1 Public Comment on Cannabis Retail (Alberto Montiel)

Greetings,

Below is a COB web comment received for November 17, 2020 Item No 21.1 (MinuteTraq No 13758) and will be filed with Agenda back-up.

With best regards,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



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From: cob@rivco.org <cob@rivco.org>

Sent: Tuesday, November 17, 2020 9:08 AM

To: COB <COB@RIVCO.ORG>; 08dfalberto82@gmail.com

Subject: Board comments web submission



First Name: Alberto
Last Name: Montiel
Address (Street, City and Zip): 334 Iowa Avenue Riverside ca 92507
Phone: +19512201612
Email: 08dfalberto82@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Comments: I live in the house next door to where there might soon be a legal cannabis dispensary and I think it's great idea of having safe and legal cannabis in the neighborhood because it might reduce the activity of illegal cannabis distribution and crime.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, November 17, 2020 9:37 AM
To: COB; wesselcb@gmail.com
Subject: Board comments web submission

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First Name: Cameron
Phone: 9098380022
Email: wesselcb@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 1:08 PM
To: COB; kendelrenae@gmail.com
Subject: Board comments web submission

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First Name: Kendel
Last Name: Herron
Address (Street, City and Zip): 2916 W 136th St
Phone: 3108970041
Email: kendelrenae@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:59 PM
To: COB; alyssamarie.guzman@yahoo.com
Subject: Board comments web submission



First Name: Alyssa
Last Name: Guzman
Address (Street, City and Zip): 23858 Lone Pine Dr Moreno Valley Ca 92557
Phone: 9514961977
Email: alyssamarie.guzman@yahoo.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:51 PM
To: COB; derek.contreras.jr@gmail.com
Subject: Board comments web submission



First Name: Derek
Last Name: Contreras
Address (Street, City and Zip): 6732 magnolia Ave riverside 92506
Phone: 9095206491
Email: derek.contreras.jr@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:56 PM
To: COB; miss_abs@icloud.com
Subject: Board comments web submission

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First Name: Amanda
Last Name: Smith
Address (Street, City and Zip): 92501
Phone: 9096366792
Email: miss_abs@icloud.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:35 PM
To: COB; cassadiboyd@yahoo.com
Subject: Board comments web submission

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First Name: cassadi
Last Name: boyd
Address (Street, City and Zip): 92501
Phone: 9517417207
Email: cassadiboyd@yahoo.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 5:44 AM
To: COB; ryan@highroadcg.com
Subject: Board comments web submission



First Name: Ryan
Last Name: Fingerhut
Address (Street, City and Zip): 14201 Palm Dr., Desert Hot Springs, 92240
Phone: 9546651301
Email: ryan@highroadcg.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

11/17/20 21.1

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:39 PM
To: COB; tiffanydefrank7@gmail.com
Subject: Board comments web submission



First Name: Tiffany
Last Name: Defrank
Address (Street, City and Zip): 6145 Clarendon ct. riverside ca 92506
Phone: 9516757362
Email: tiffanydefrank7@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, November 16, 2020 12:39 PM
To: COB; darlenarose71993@gmail.com
Subject: Board comments web submission



First Name: Darlena
Last Name: Fabela
Address (Street, City and Zip): 9362 54st Riverside 92509
Phone: 19516660542
Email: darlenarose71993@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

From: COB

Sent: Tuesday, November 17, 2020 7:37 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
Cc: Hildebrand, John <Hildebr@RIVCO.ORG>; Wheeler, Timothy <TWHEELER@RIVCO.ORG>; Leach, Charissa <cleach@rivco.org>
Subject: November 17 2020 Item No 21.1 Public Comment on Cannabis Retail (David McConnell)

Greetings,

Below is a COB web comment received for November 17, 2020 Item No 21.1 (MinuteTraq No 13758) and will be filed with Agenda back-up.

With best regards,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



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From: cob@rivco.org <cob@rivco.org>

Sent: Monday, November 16, 2020 7:11 PM

To: COB <COB@RIVCO.ORG>

Subject: Board comments web submission



First Name: David
Last Name: McConnell
Phone: 7605089378

Agenda Item # or
Public Comment: 21.1

State your position
below: Support

Comments: Thank you for the opportunity to speak for myself ad fellow Veterans. We hope that the planning commission will continue to approve this. This well up us get more opportunity to get what we need in our community instead of driving or looking for help to get to areas that we can get what we need.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, November 17, 2020 7:14 AM
To: COB; shawn@funtimecabinetfactory.com
Subject: Board comments web submission

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First Name: Shawn
Last Name: Belschner
Address (Street, City and Zip): 8381 Canoga Ave
Phone: 8182590942
Email: shawn@funtimecabinetfactory.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support
Comments: I am sorry I am late registering. I was sick with the stomach flu... Hopefully not too late.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

From: COB

Sent: Tuesday, November 17, 2020 11:27 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Perez, Juan <JCPEREZ@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>
Cc: Hildebrand, John <JHildebr@RIVCO.ORG>; Wheeler, Timothy <TWHEELER@RIVCO.ORG>; Leach, Charissa <cleach@rivco.org>
Subject: November 17 2020 Item No 21.1 Public Comment on Cannabis Retail (Sean Tousseau)

Greetings,

Below is a COB web comment received for November 17, 2020 Item No 21.1 (MinuteTraq No 13758) and will be filed with Agenda back-up.

With best regards,

Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



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From: cob@rivco.org <cob@rivco.org>

Sent: Tuesday, November 17, 2020 11:17 AM

To: COB <COB@RIVCO.ORG>; seantousseau65@gmail.com

Subject: Board comments web submission



First Name: Sean
Last Name: Tousseau
Address (Street, City and Zip): 29903 Smugglers Point Drive
Phone: 17148606526
Email: seantousseau65@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public: 21.1
Comment:
State your position below: Support
Comments:

Good morning. If your docket is full already I understand. I just wanted my voice to be heard that I am in complete agreement that there needs to be more choice regarding legal retail cannabis locations in the Riverside Highgrove area. I've been to one called The Syndicate in Lake Elsinore that has an incredible selection and great pricing and I think would be a great fit in this area. This new legalized movement should be a great source of tax revenue for our communities along with providing a safe and tested product lines. I am for allowing 4 retail shops in the Highgrove region.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, November 17, 2020 9:28 AM
To: COB; sonyaalemdar0424@gmail.com
Subject: Board comments web submission



First Name: Sonya
Last Name: Alemdar
Phone: 951-892-8897
Email: sonyaalemdar0424@gmail.com
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Oppose
Comments: I will be calling in to comment.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, November 17, 2020 11:35 AM
To: COB
Subject: Board comments web submission

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Jessica
Last Name: Camacho
Phone: 9095074736
Agenda Date: 11/17/2020
Agenda Item # or Public Comment: 21.1
State your position below: Support

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20201110. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

12:03
Application
Rep. (1)

Riverside County Board of Supervisors Request to Speak

Item # 21.1

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: LESA Slaughter

Address: 4881 Topanga Canyon Blvd

City: Woodland Hills Zip: 91304

Phone #: 310 270 5539

Date: 11/17/2020 Agenda # 21.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 X Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

2

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: CHAND RAVALIYA

Address: 2640 Camino Del Sol

City: Fullerton Zip: CA 92833

Phone #: (909) 562 6388

Date: 11/17/2020 Agenda # 21.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: I am applicant of

I give my 3 minutes to our Representative
to Lesla Slaughter

12:07

3

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Sarah Hernandez-Solis

Address: 9311 Saffron Ct.

City: Riverside Zip: 92503

Phone #: (951) 888 1628

Date: 11/17/2020 Agenda # 21.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

12:08

4

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Tiffany DeFrank

Address: 6145 Clarendon ct.

City: Riverside Zip: 92506

Phone #: 951-675-7362

Date: 11/17/2020 Agenda # ~~21.1~~ 21.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

12:09

5

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: 104 BADER

Address: 66640 12th STREET

City: DESERT HOT SPRINGS Zip: 92240

Phone #: 831 264 3187

Date: 11/17/2020 Agenda # 21.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH -CZ2000013, CUP200010, CZ2000012, DA2000002 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

10/28/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: October 28, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011420768-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT - INTENT TO ADOPT A NEGATIVE DECLARATION - IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, November 17, 2020 at 10:00 A.M.**, or as soon as possible thereafter, to consider the Planning Department's recommended approval on **Ordinance No. 348.4933 associated with Change of Zone No. 2000013**, which proposes an Amendment to Section 19.519.A.2 of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with on-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. **Conditional Use Permit No. 200010**, which proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close of 6 to 10 employees each shift and a total of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. **Change of Zone No. 2000012**, which proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). **Development Agreement No. 2000002**. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP2000010, and will provide community benefits to the Highgrove Area. This project is located north of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue in Highgrove Area Plan of Second Supervisorial District.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, PROJECT PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Department or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, and Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanaw, Board Assistant
Press-Enterprise: 10/28

TMA / Planning
Item 21.1 of 11/17/20



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 27, 2020

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

E-MAIL: legals@thedesertsun.com
FAX: (760) 778-4731

RE: NOTICE OF PUBLIC HEARING: CZ2000013, CUP200010, CZ2000012, DA2000002

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Wednesday, October 28, 2020.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT – INTENT TO ADOPT A NEGATIVE DECLARATION – IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, November 17, 2020 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval on **Ordinance No. 348.4933 associated with Change of Zone No. 2000013**, which proposes an Amendment to Section 19.519.A.2 of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with on-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. **Conditional Use Permit No. 200010**, which proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close of 6 to 10 employees each shift and a total of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. **Change of Zone No. 2000012**, which proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). **Development Agreement No. 2000002**. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP2000010, and will provide community benefits to the Highgrove Area. This project is located north of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue in Highgrove Area Plan of Second Supervisorial District.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, PROJECT PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 27, 2020

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

PH : (951) 368-9229
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC HEARING: CZ2000013, CUP200010, CZ2000012, DA2000002

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Wednesday, October 28, 2020.**

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NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD

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The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST


RIVERSIDE CA 92501

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/28/2020

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a Newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 28th of October 2020 in Green Bay, WI, County of Brown.


DECLARANT

Ad#:0004442618
P O : 4442618

This is not an invoice

of Affidavits: 3

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT - INTENT TO ADOPT A NEGATIVE DECLARATION - IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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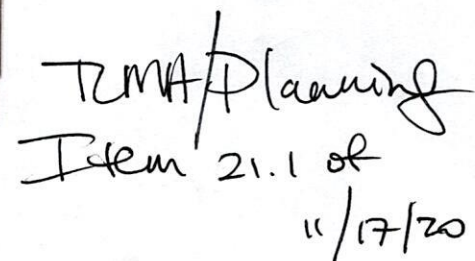
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Dated: October 27, 2020
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Pub: 10/28/2020



NOTICE OF PUBLIC HEARING BEFORE
THE BOARD OF SUPERVISORS OF
RIVERSIDE COUNTY ON CHANGE OF
ZONES, CONDITIONAL USE PERMIT,
AND DEVELOPMENT AGREEMENT –
INTENT TO ADOPT A NEGATIVE
DECLARATION – IN HIGHGROVE
AREA PLAN, SECOND SUPERVISORIAL
DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, November 17, 2020 at 10:00 A.M. or as soon as possible thereafter, to consider the Planning Department's recommended approval on Ordinance No. 348.4933 associated with Change of Zone No. 2000013, which proposes an Amendment to Section 19.519.A.2 of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with on-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. Conditional Use Permit No. 200010, which proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close of 6 to 10 employees each shift and a total of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. Change of Zone No. 2000012, which proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). Development Agreement No. 2000002. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP2000010, and will provide community benefits to the Highgrove Area. This project is located north of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue in Highgrove Area Plan of Second Supervisorial District.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, PROJECT PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Department or Board of Supervisors

at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, and Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Dated: October 27, 2020
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Pub: 10/28/2020

GANNETT

Gannett Co., Inc.
435 E Walnut St
Green Bay, WI 54301

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FIRST CLASS



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JRD-SMB 92501



THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice of Adoption - Ordinance No. 348.4933 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

11/30/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: November 30, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011426624-01

P.O. Number:

Ad Copy:

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ORDINANCE NO. 348.4933 AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Subsection A.2. of Section 19.519 of Article XIXh of Ordinance No. 348 is amended to read as follows:

"2. Cannabis Retailers shall be located more than 1,000 feet, measured from the nearest principal buildings, from any other Cannabis Retailer. This separation requirement, however, shall not apply to Cannabis Retailers located within one-half mile from a designated freeway, including Interstate 10, Interstate 15, Interstate 215, State Route 91, and State Route 60."

Section 2. A new number 6. is added to subsection E. of Section 19.519 of Article XIXh of Ordinance No. 348 to read as follows:

"6. The Cannabis Retailer complies with all applicable Riverside County Board of Supervisors policies."

V. Manuel Perez, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **November 17, 2020**, the foregoing Ordinance consisting of two (2) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
RECUSE: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanaw, Board Assistant

Press-Enterprise: 11/30

*TZMA / Planning
Item 21.1 of
11/17/20*



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

November 23, 2020

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: 951-368-9018

RE: ADOPTION OF ORDINANCE NO. 348.4933

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Monday, November 30, 2020**.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION**.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to
KECIA R. HARPER, CLERK OF THE BOARD

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ORDINANCE NO. 348.4933

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 348 RELATING TO ZONING

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“6. The Cannabis Retailer complies with all applicable Riverside County Board of Supervisors policies.”

V. Manuel Perez, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **November 17, 2020**, the foregoing Ordinance consisting of two (2) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
RECUSE: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice of Adoption - Ordinance No. 348.4934 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

11/30/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: November 30, 2020
At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011426599-01

P.O. Number:

Ad Copy:

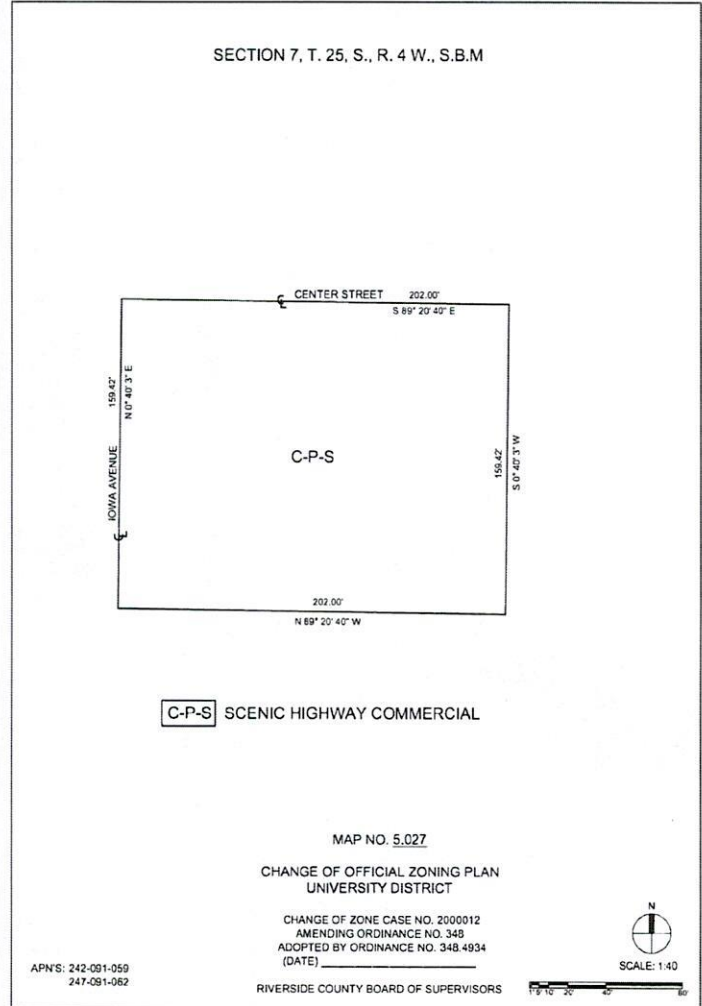
BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ORDINANCE NO. 348.4934 AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 4.1 of Ordinance No. 348, and University District Zoning Plan Map No. 5, as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, University District, Map No. 5.027 Change of Zone Case No. 2000012," which map is made a part of this ordinance.

Section 2. This ordinance shall take effect 30 days after its adoption.



V. Manuel Perez, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on November 17 2020, the foregoing Ordinance consisting of two (2) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez, and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

Press-Enterprise: 11/30

TLMA - Planning
Item 21.1 of 11/17/20



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

November 23, 2020

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: 951-368-9018

RE: NOTICE OF ADOPTION OF ORDINANCE NO. 348.4934

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Monday, November 30, 2020**.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION**.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA R. HARPER, CLERK OF THE BOARD

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ORDINANCE NO. 348.4934
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 348 RELATING TO ZONING

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Section 4.1 of Ordinance No. 348, and University District Zoning Plan Map No. 5, as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, University District, Map No. 5.027 Change of Zone Case No.2000012," which map is made a part of this ordinance.

Section 2. This ordinance shall take effect 30 days after its adoption.

INSERT ATTACHMENT

V. Manuel Perez, Chairman of the Board

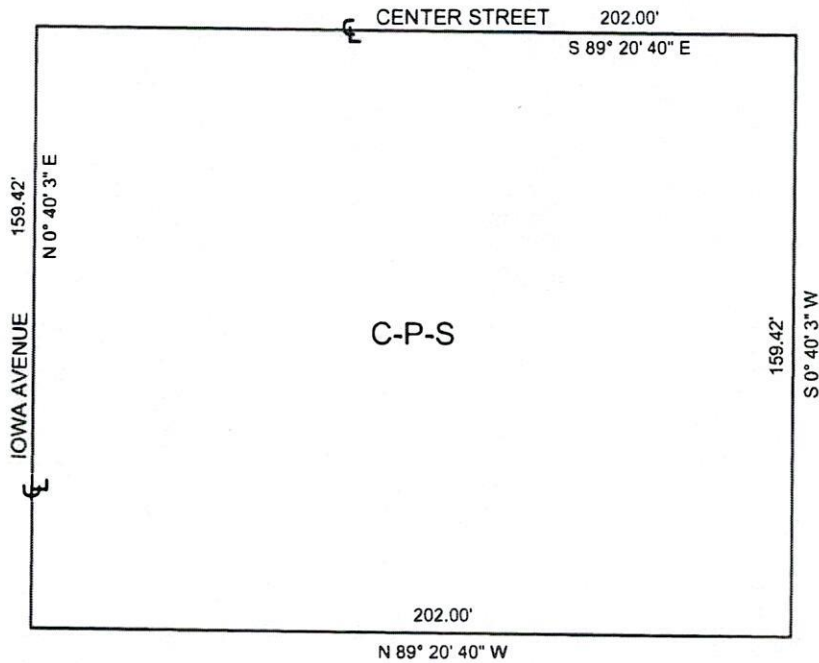
I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on November 17 2020, the foregoing Ordinance consisting of two (2) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez, and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant

SECTION 7, T. 25, S., R. 4 W., S.B.M



C-P-S SCENIC HIGHWAY COMMERCIAL

MAP NO. 5.027

CHANGE OF OFFICIAL ZONING PLAN
UNIVERSITY DISTRICT

CHANGE OF ZONE CASE NO. 2000012
AMENDING ORDINANCE NO. 348
ADOPTED BY ORDINANCE NO. 348.4934
(DATE) _____



SCALE: 1:40

APN'S: 242-091-059
247-091-062

RIVERSIDE COUNTY BOARD OF SUPERVISORS





PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST

RIVERSIDE CA 92501

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/28/2020

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a Newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 28th of October 2020 in Green Bay, WI, County of Brown.

[Signature]
DECLARANT

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT - INTENT TO ADOPT A NEGATIVE DECLARATION - IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, November 17, 2020 at 10:00 A.M. or as soon as possible thereafter, to consider the Planning Department's recommended approval on Ordinance No. 348.4933 associated with Change of Zone No. 2000013, which proposes an Amendment to Section 19.519.A.2 of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with on-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. Conditional Use Permit No. 200010, which proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close of 6 to 10 employees each shift and a total of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. Change of Zone No. 2000012, which proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). Development Agreement No. 2000002. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP2000010, and will provide community benefits to the Highgrove Area. This project is located north of Palmer Street, south of Center Street, East of Iowa Avenue, and West of Pacific Avenue in Highgrove Area Plan of Second Supervisorial District.

The Planning Department's report package for the project may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, PROJECT PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

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Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, and Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Dated: October 27, 2020
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Pub: 10/28/2020

TRMA/Planning
Item 21.1 of 11/17/20

**NOTICE OF PUBLIC HEARING BEFORE
THE BOARD OF SUPERVISORS OF
RIVERSIDE COUNTY ON CHANGE OF
ZONES, CONDITIONAL USE PERMIT,
AND DEVELOPMENT AGREEMENT -
INTENT TO ADOPT A NEGATIVE
DECLARATION - IN HIGHGROVE
AREA PLAN, SECOND SUPERVISORIAL
DISTRICT**

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Dated: October 27, 2020
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Pub: 10/28/2020

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH -CZ2000013, CUP200010, CZ2000012, DA2000002 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

10/28/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: October 28, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011420768-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT - INTENT TO ADOPT A NEGATIVE DECLARATION - IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, PROJECT PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Press-Enterprise: 10/28

TMA/Planning
Item 2.1 of 4/17/20



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 27, 2020

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

PH : (951) 368-9229
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC HEARING: CZ2000013, CUP200010, CZ2000012, DA2000002

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Wednesday, October 28, 2020.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT – INTENT TO ADOPT A NEGATIVE DECLARATION – IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, November 17, 2020 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval on **Ordinance No. 348.4933 associated with Change of Zone No. 2000013**, which proposes an Amendment to Section 19.519.A.2 of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with on-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. **Conditional Use Permit No. 200010**, which proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close of 6 to 10 employees each shift and a total of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. **Change of Zone No. 2000012**, which proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). **Development Agreement No. 2000002**. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP2000010, and will provide community benefits to the Highgrove Area. This project is located north of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue in Highgrove Area Plan of Second Supervisorial District.

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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 27, 2020

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

E-MAIL: legals@thedesertsun.com
FAX: (760) 778-4731

RE: NOTICE OF PUBLIC HEARING: CZ2000013, CUP200010, CZ2000012, DA2000002

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Wednesday, October 28, 2020.**

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NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD

CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on October 27, 2020, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

NOTICE OF PUBLIC HEARING

CZ2000013, CUP200010, CZ2000012, DA2000002

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

Board Agenda Date: November 17, 2020 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw DATE: October 27, 2020
Hannah Lumanauw

CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on October 27, 2020, I mailed a copy of the following document:

NOTICE OF PUBLIC HEARING

CZ2000013, CUP200010, CZ2000012, DA2000002

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

Board Agenda Date: November 17, 2020 @ 10:00 a.m.

SIGNATURE: *Hannah Lumanauw*
Hannah Lumanauw

DATE: October 27, 2020



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

2020 OCT 27 AM 10:01
CLERK / BOARD OF SUPERVISORS

DATE: October 27, 2020

TO: Clerk of the Board of Supervisors – November 17, 2020 BOS meeting

FROM: Planning Department – Riverside – Tim Wheeler, Urban Regional Planner IV (5-6060)

SUBJECT: CZ2000013, CUP200010, CZ2000012, DA2000002
(Charge your time to these case numbers)

TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON THE PLANNING COMMISSION'S DECISION TO RECOMMEND APPROVAL OF CHANGE OF ZONE NO. 2000013, CONDITIONAL USE PERMIT NO. 200010, CHANGE OF ZONE NO. 2000012, and DEVELOPMENT AGREEMENT NO. 2000002 – Intent to Adopt a Negative Declaration – Applicant: Excel Riverside, Inc. – Engineer/Representative: Infrastructure Engineers – Second Supervisorial District – University Zoning District – Highgrove Area Plan: Community Development: Commercial Retail (CD: CR) – Location: North of Palmer Street, South of Center Street, East of Iowa Avenue, and West of Pacific Avenue – 0.41 Net Acres – Zoning: Existing: Commercial Office (C-O); Proposed: Scenic Highway Commercial (C-P-S) – **REQUEST: Ordinance No. 348.4933 associated with Change of Zone No. 2000013 amends Section 19.519.A.2. of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with one-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. Conditional Use Permit No. 200010 proposes a storefront retail cannabis business and delivery service that includes two parcels with one existing 3,952 square foot commercial building of two suites and accompanying parking lot. The first suite of the existing commercial building is 2,106 square feet and would contain the storefront retail cannabis business. The first retail suite will be used for office space and storage related to the retail cannabis business. The hours of operation for the retail cannabis business will be from Monday through Sunday 8 am to 10 pm; with no deliveries scheduled after 9pm. The retail cannabis business will have three shifts daily; open, midday, and close with 6 to 10 employees each shift and a total staff of 33 employees. The second suite, consisting of 1,846 square feet, is vacant and would not be permitted for any future commercial cannabis activities of any kind. The project would involve the applicant moving into a portion of an existing commercial building. The business owner/applicant would provide minor improvements to the existing site, which would include, but not be limited to, interior alterations, paint, carpet, furnishings, and landscaping. Change of Zone No. 2000012 proposes to change the existing zone for the project site from Commercial Office (C-O) to Scenic Highway Commercial (C-P-S). Development Agreement No. 2000002. The associated development agreement (DA2000002) has a term of 10 years, will grant the applicant vesting rights to develop the project in accordance with the terms of DA2000002 and CUP200010, and will provide community benefits to the Highgrove Area. Applicant Fees 100%.**

The attached item(s) require the following action(s) by the Board of Supervisors:

- Place on Administrative Action
- Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- Receive & File
- EOT

- Labels provided If Set For Hearing
- 10 Day 20 Day 30 day

- Publish in Newspaper:
- COUNTY WIDE - Press Enterprise & Desert Sun

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

- Place on Consent Calendar
- Place on Policy Calendar (Resolutions; Ordinances; PNC)
- Place on Section Initiation Proceeding (GPIP)
- Negative Declaration
- 10 Day 20 Day 30 day
- Notify Property Owners (app/agencies/property owner labels provided)

Designate Newspaper used by Planning Department for Notice of Hearing:
COUNTY WIDE - Press Enterprise and Desert Sun

Highroad Consulting Group
P.O. Box 806
Desert Hot Springs, CA 92240
Attn: Simone Sandoval & Ivy Bader

Infrastructure Architects
222 S. Harbor Blvd. Suite 750
Anaheim, CA 92805
Attn: Richard Bostwick

City of Riverside - Planning Dept.
3900 Main St. 3rd Floor
Riverside, CA 92501

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

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

Mohammad R. Mojabe
116 Via Mimosa
San Clemente, CA 90210

Jany Huang
575 Golden Spur Cir
Walnut, CA 91789

Excel Riverside
2640 Camino Del Sol
Fullerton, CA 92833
Attn: Chandresh Ravaliya

Greentech Investments LLC.
987 West Foothill Blvd., Suite C
Claremont, CA 91711
Attn: Chandresh Ravaliya

Slaughter Law Group
4881 Topanga Canyon Blvd., Suite 238
Woodland Hills, CA 91364
Attn: Lesa Slaughter

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT – INTENT TO ADOPT A NEGATIVE DECLARATION – IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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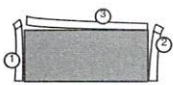
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Dated: October 27, 2020

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



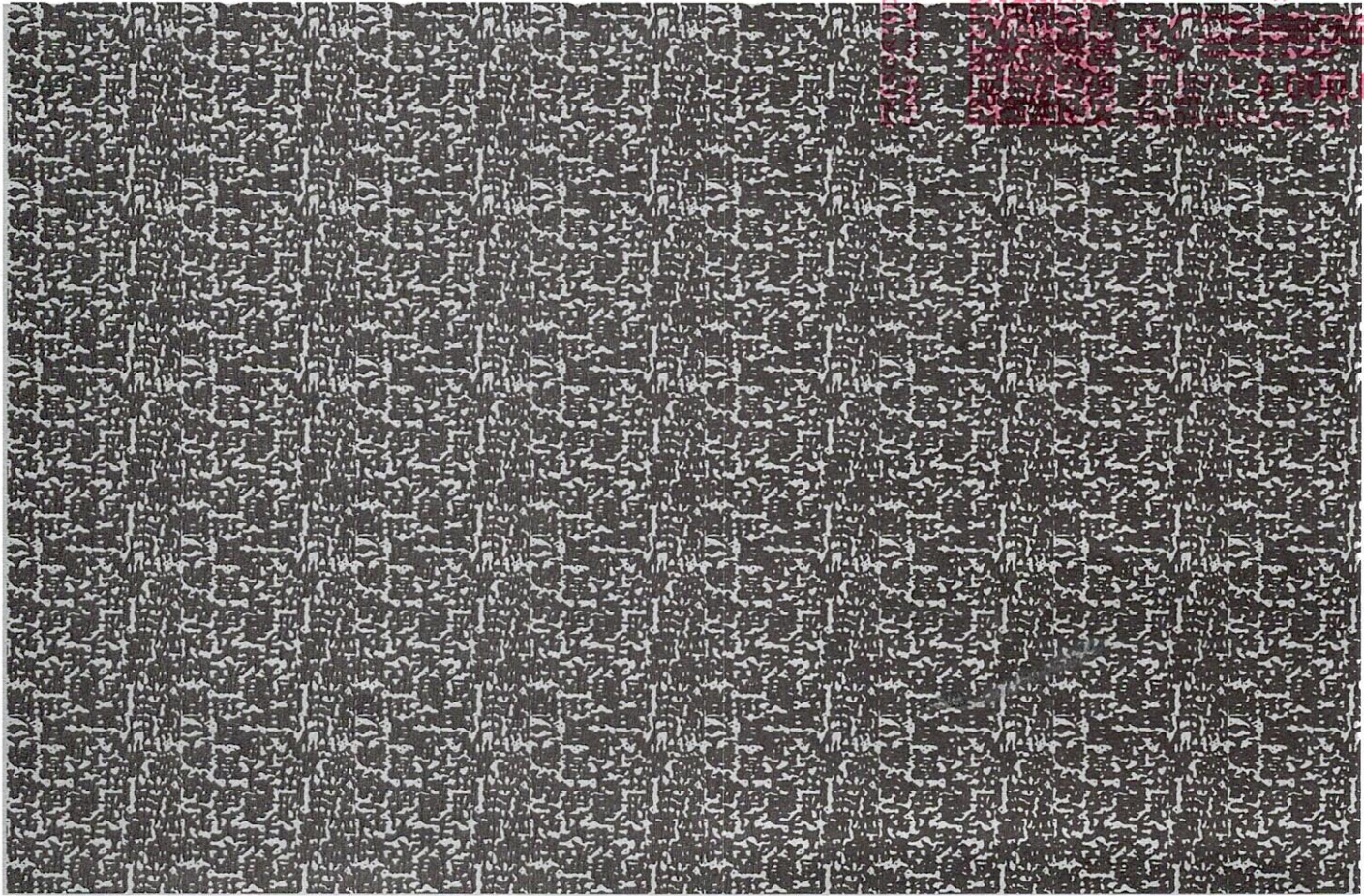
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Riverside County Clerk of the Board
County Administrative Center
4080 Lemon Street, 1st Floor Annex
P. O. Box 1147
Riverside, CA 92502-1147

PUBLIC HEARING NOTICE
This may affect your property

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SEE OTHER SIDE FOR
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GREENTECH INV
2640 CAMINO DEL SOL
CORONA CA 92883

2020 NOV -9 AM 11:29
CLERK / BOARD OF SUPERVISORS

NIXIE 910 DE 1 0011/05/20
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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONES, CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT – INTENT TO ADOPT A NEGATIVE DECLARATION – IN HIGHGROVE AREA PLAN, SECOND SUPERVISORIAL DISTRICT

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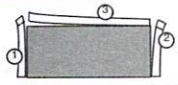
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Dated: October 27, 2020

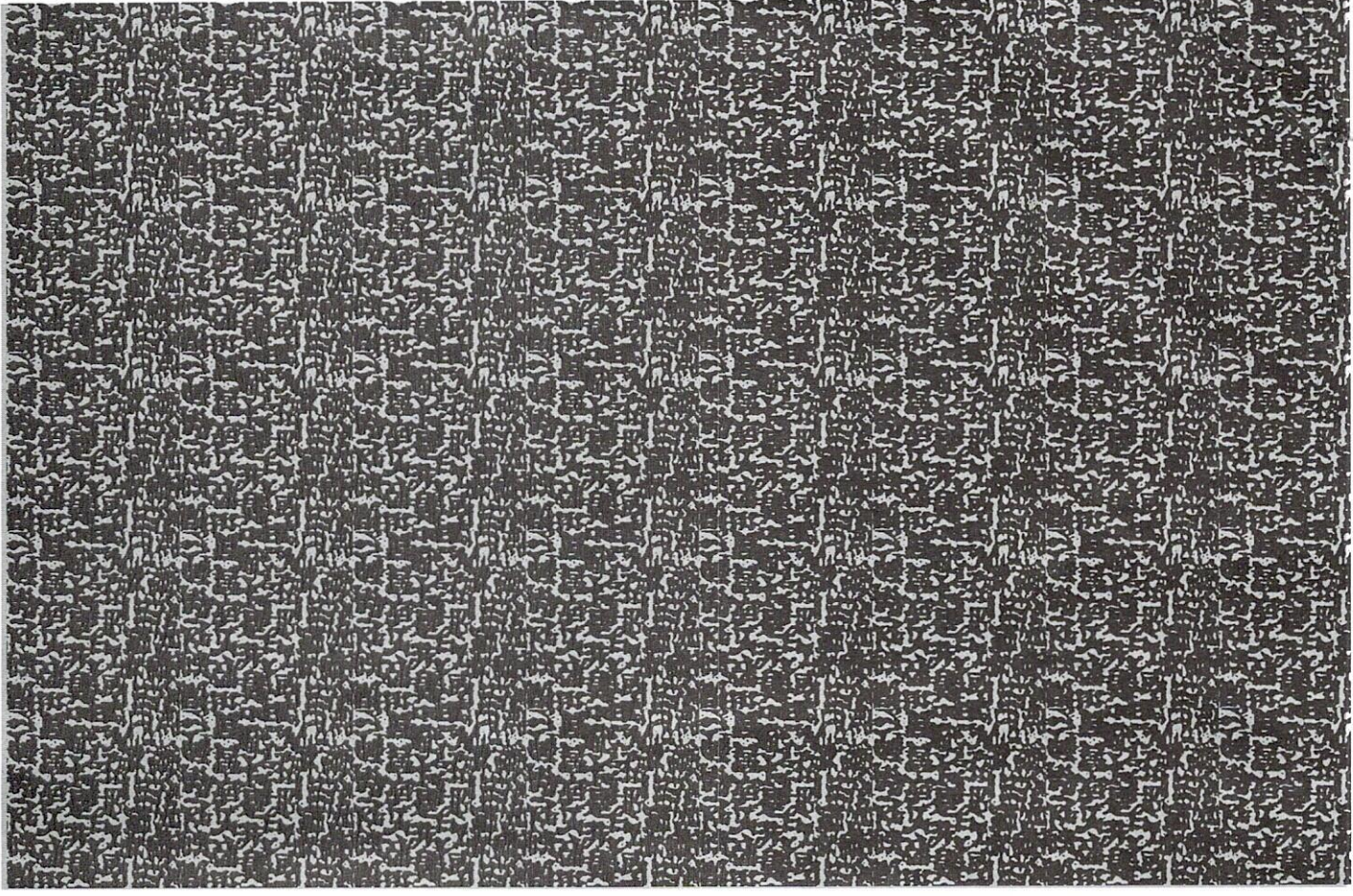
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By: Hannah Lumanauw, Board Assistant



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Riverside County Clerk of the Board
County Administrative Center
4080 Lemon Street, 1st Floor Annex
P. O. Box 1147
Riverside, CA 92502-1147

PUBLIC HEARING NOTICE
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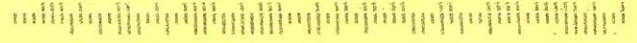
CLERK OF SUPERVISORS

NIXIE 910 DE 1 0011/05/20

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14J-SMB 92612
92502-1147

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