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

ITEM: 21.1
(ID # 14255)
MEETING DATE:
Tuesday, January 12, 2021

FROM: TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 190013, ORDINANCE NO. 664.67 and DEVELOPMENT AGREEMENT NO. 1900008 – CEQA EXEMPT – Applicant: Empire Connect – Engineer/Representative: Anthony Hicks - First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan: Community Development: Commercial Retail (CD: CR) (0.20 – 0.35 FAR) – Location: North of Macy St, southeast of Grand Ave., and northwest of the City of Lake Elsinore. – 0.98 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190013 is a proposal for a Cannabis Retail Facility with delivery service. The project will occupy an existing 4,467-square foot commercial building and include the following site improvements: demolition of the 1,741-square foot steel building, new building facade, additional parking spaces, and new landscaping. The Cannabis Retail Facility will be open to the public between the hours of 8am to 10pm daily and delivery services will occur during the same business hours. Development Agreement No. 1900008 and Ordinance No. 664.67 is a proposal for the applicant entering into a development agreement with the County consistent with Board of Supervisor's Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report;

Continued on Page 2

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Ordinance 664.67 is introduced as recommended with waiver of reading.

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	January 12, 2021
xc:	Planning, Recorder

Kecia R. Harper
Clerk of the Board
By: _____
Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

2. **APPROVE CONDITIONAL USE PERMIT NO. 190013**, 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. 664.67; and

3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.67** an ordinance of the County of Riverside approving Development Agreement No. 1900008, based on the findings in this staff report.

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:	FY 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Commercial Cannabis Activities Background:

On October 23, 2018, Agenda Item 19.1, 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, Agenda Item 2.12, 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 nineteen (19) cannabis retail applications began the land use review process.

The applicant submitted a proposal during the RFP process. It was assigned a RFP Cannabis File No. CAN190006 and subsequently ranked among the applicants that qualified to become available to back-fill any vacancies created if any of the nineteen (19) applicants were unable to proceed with the conditional use permit application process for a cannabis retail store.

The applicant submitted a Conditional Use Permit application for the Cannabis Retail Facility on July 19, 2019.

Project Details:

Conditional Use Permit (CUP) No. 190013 is a proposal for a Cannabis Retail Facility with delivery service. The project will occupy an existing 4,467-square foot commercial building and include the following site improvements: demolition of the 1,741-square foot steel building, new building façade, additional parking spaces, and new landscaping. The Cannabis Retail Facility will be open to the public between the hours of 8am to 10pm daily and delivery services will occur during the same business hours.

The project site is located on the southwest corner of the Macy Street and Grand Avenue intersection within the Elsinore Area Plan.

On June 3, 2020, the Planning Commission voted 5-0 in favor of recommending approval to the Board of Supervisors with the request that the applicant provide additional overflow parking for the Cannabis Retail Facility.

Since the Planning Commission hearing, staff have received over twenty emails in opposition of the proposed cannabis retail facility. Copies of these emails are provided as attachments.

On December 15, 2020, Agenda Item 21.1, the Board of Supervisors continued the item to January 12, 2021 for related issues discussed during the hearing.

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. 1900008 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.

2) A baseline Public Benefits payment of $80,406.00 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, Agenda Item 3.52. 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 $100,500.00, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Elsinore Area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

4) A one-time Additional Public Benefit payment of $150,000.00 to be allocated by the Board of Supervisors for community projects including, but not limited to, infrastructure improvements and traffic signals.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.67 an ordinance of the County of Riverside Approving Development Agreement No. 1900008, incorporates by reference DA No. 1900008 consistent with Government Code section 65867.5.

Impact on Residents and Businesses

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, there will be no impacts on residents or businesses.

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. 664.67
D. DEVELOPMENT AGREEMENT NO. 1900008
E. INDEMNIFICATION AGREEMENT FORM
F. Additional Comments
G. Petition of Opposition
H. CUP 190013 Memorandum

Jason Farin, Principal Management Analyst 1/7/2021

Gregory P. Priamos, Director County Counsel 1/7/2021

RIVERSIDE COUNTY
PLANNING DEPARTMENT

PLANNING COMMISSION HEARING
REPORT OF ACTIONS
JUNE 3, 2020

1.0 CONSENT CALENDAR

1.1 **FIRST EXTENSION OF TIME for TENTATIVE TRACT MAP NO. 33410** – Applicant: Albert A. Webb Associates – Fifth Supervisorial District – Edgemont-Sunnymead Zoning District – Highgrove Area Plan: Community Development: Medium Denstiy Residential (CD-MDR) (2 – 5 du/ac) – Public Facilities (PF) (≤ 0.60 FAR) – Location: Southerly of Highgrove Pass Road and easterly of Pigeon Pass Road – 45.57 Acres – Zoning: Light Agriculture – 2 ½ Acre Minimum (A-1-2½) – Planned Residential (R-4) – Approved Project Description: Schedule "A" subdivision of 45.5 gross acres into 138 single family residential lots with an average lot size of 6,713 sq. ft. The proposed subdivision will also include 12 open space lots which will encompass approximately 13.95 acres of the 45.5 acre site – **REQUEST:** First Extension of Time Request for Tentative Tract Map No. 33410, extending the expiration date to April 11, 2023. Project Planner: Gabriel Villalobos at (951) 955-6184 or email at gvillalo@rivco.org.

APPROVED First Extension of Time Request for Tentative Tract Map No. 33410, extending the expiration date to April 11, 2023.

2.0 GENERAL PLAN AMENDMENT INITIATION PROCEEDINGS

NONE

3.0 PUBLIC HEARINGS – CONTINUED ITEMS:

3.1 **PLOT PLAN NO. 190031 – Intent to Adopt a Mitigated Negative Declaration** – CEQ190112 – Applicant: Trammell Crow So. Cal Development Inc. – Engineer/Representative: EPD Solutions – First Supervisorial District – March Zoning Area – Mead Valley Area Plan: Community Development: Light Industrial (CD-LI) – Location: Southerly of Harley Knox Boulevard, easterly of Harvill Avenue, northerly of Oleander Avenue, and westerly of the 215 Freeway – 20.22 Net Acres – Zoning: Manufacturing – Medium (M-M) — **REQUEST:** Plot Plan No. 190031 proposes an industrial warehouse building consisting of 5,000 sq. ft. of office space and 413,000 sq. ft. of warehouse storage, with 50 docking bay doors. Parking would consist of 233 parking spaces, including seven (7) accessible parking and six (6) electric vehicle spaces, and 62 truck trailer stalls within the docking bay area. Additionally, the project is proposing a guard shack and two (2) basins. Truck entry would be from Oleander Avenue. Continued from May 6, 2020 and May 20, 2020. Project Planner: Tim Wheeler at (951) 955-6060 or email at twheeler@rivco.org.

Planning Commission Action:
Public Comments: Closed
By a vote of 5-0

ADOPTED a Mitigated Negative Declaration for Environmental Assessment No. 190012; and,

APPROVED Plot Plan No. 190031, subject to the conditions of approval.

4.0 PUBLIC HEARINGS – NEW ITEMS:

4.1 **GENERAL PLAN AMENDMENT NO. 1221, CHANGE OF ZONE NO. 7727, and TENTATIVE PARCEL MAP NO. 36302 – Intent to Adopt a Negative Declaration** – Applicant: Juan and Irma Llamas – Engineer/Representative: AC Engineering Group, Inc. c/o Rod Arsalan – Fifth Supervisorial District – Edgemont-Sunnymead Zoning District – Reche Canyon/Badlands Area Plan: Existing – Rural: Rural Residential (R-RR) (5 Acres Min.) – Proposed – Rural Community: Estate Density Residential (RC-EDR) (2 Acres Min.) – Location: Southwesterly of Reche Canyon Road, easterly of Reche Vista Drive, and northerly of Holly Court – 5.22 Gross Acres – Zoning: Existing – Residential Agricultural – 5 Acre Minimum (R-A-5) – Proposed – Residential Agricultural – 2 Acre Minimum (R-A-2) – **REQUEST: General Plan Amendment No. 1221** is a proposal for a Technical Amendment that would change the General Plan Foundation Component on the subject property. Currently the project site has a General Plan Land Use Designation of Rural: Rural Residential (R-RR) that has a density of one (1) dwelling unit per 5 acres. The Amendment would change the General Plan land

Planning Commission Action:
Public Comments: Closed
By a vote of 5-0

ADOPT Planning Commission Resolution No. 2020-006; and,

The Planning Commission Recommend the Following Actions to the Board of Supervisors:

ADOPT Negative Declaration for Environmental Assessment No. 41793; and,

TENTATIVELY Approve General Plan Amendment No. 1221; and,

TENTATIVELY Approve Change of Zone No. 7727; and,

APPROVE Tentative Parcel Map No. 36302, subject to the conditions of approval.

use designation to Rural Community: Estate Density Residential (RC-EDR) with a density of one (1) dwelling unit per two (2) acres. **Change of Zone No. 7727** is a proposal to change the zone from Residential Agricultural – 5 Acre Minimum (R-A-5) to Residential Agricultural – 2 Acre Minimum (R-A-2). **Tentative Parcel Map No. 36302** is a proposal for a Schedule "H" Subdivision that would subdivide the subject property, which totals 5.22 gross acres, into two (2) parcels as follows: Parcel 1 would be 2.10 gross acres and Parcel 2 would be 3.12 gross acres. The tentative parcel map will avoid impacts to a portion of Parcel 2 as agreed to under Habitat Evaluation and Acquisition Negotiation Strategy No. 1994 (HANS01994). Project Planner: Tim Wheeler at (951) 955-6060 or email at twheeler@rivco.org.

4.2 **ORDINANCE NO. 348.XXXX associated with CHANGE OF ZONE NO. 1900015 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) – Applicant: County of Riverside – Location: Countywide – **REQUEST:** Ordinance No. 348.XXXX, associated with Change of Zone No. 1900015 is an amendment to the County's Land Use Ordinance, Ordinance No. 348, to add a new section Article XXXX, Industrial Hemp Activities. The purpose of this amendment is to establish a regulatory framework for the cultivation and manufacturing of Hemp, in the unincorporated areas of Riverside County. The new section adds permitting requirements, establishes allowable zones and development regulations, as well as operating and manufacturing provisions. Project Planner: John Hildebrand at (951) 955-1888 or email at jhildebr@rivco.org.

Planning Commission Action:
Public Comments: Open
By a vote of 5-0

CONTINUED to June 17, 2020.

4.3 **CONDITIONAL USE PERMIT NO. 190013 and DEVELOPMENT AGREEMENT NO. 1900008 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and Section 15061 (Common Sense) – Applicant: Empire Connect – Representative: Anthony Hicks – First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan: Commercial Retail (CR) (0.20 – 0.35 FAR) – Location: Northerly of Lake Terrace Drive, easterly of Riverside Drive, southerly of Grand Avenue, and westerly of State Highway 74 – .53 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900008, would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. Conditional Use Permit No. 190013, proposes a storefront retail cannabis business and delivery service that includes two (2) existing commercial buildings and accompanying parking. The first, existing 4,467 sq. ft. retail building will be used as a storefront for a retail cannabis business. The second, existing 1,741 sq. ft. building will be used for storage related to the cannabis business. Project Planner: Travis Engelking at (951) 955-1417 or email at TEngelki@rivco.org.

Planning Commission Action:
Public Comments: Closed
By a vote of 5-0

The Planning Commission Recommend the Following Actions to the Board of Supervisors:

FIND the project exempt from the California Environmental Quality Act (CEQA); and,

TENTATIVELY Approve Development Agreement No. 1900008; and,

APPROVE Conditional Use Permit No. 1900013, subject to the conditions of approval as modified at hearing.

4.4 **CONDITIONAL USE PERMIT NO. 190053 and DEVELOPMENT AGREEMENT NO. 1900044 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: River Releaf – Engineer/Representative: Infrastructure Engineers – First Supervisorial District – Glen Ivy Area – Temescal Canyon Area

Planning Commission Action:
Public Comments: Closed
By a vote of 5-0

The Planning Commission Recommend the Following Actions to the Board of Supervisors:

Plan: Community Development: Light Industrial (CD-LI) – Location: Westerly of Temescal Canyon Road at the intersection with Dawson Canyon Road – 0.43 Acres – Zoning: Manufacturing – Service Commercial (M-SC) – **REQUEST:** Conditional Use Permit No. 190053 is a proposal for a cannabis micro business within an existing 8,565 sq. ft. two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 sq. ft.), manufacturing (985 sq. ft.), retail (1,500 sq. ft.), distribution (1,580 sq. ft.), and supporting storage, office, employee break area, and lobby/reception areas. Development Agreement No. 1900044 is a proposal whereby the applicant enters into a development agreement with the County of Riverside, consistent with the County's Cannabis Ordinance, and it includes terms for providing a community benefit to the Temescal Canyon area. Project Planner: Russell Brady at (951) 955-3025 or email at rbrady@rivco.org.

FIND the project exempt from the California Environmental Quality Act (CEQA); and,

TENTATIVELY Approve Development Agreement No. 1900044; and,

APPROVE Conditional Use Permit No. 1900053, subject to the conditions of approval as modified at hearing.

4.5 **PLOT PLAN NO. 180034 (PPT180034) – Intent to Consider an Addendum to Environmental Impact Report No. 466 (EIR466)** – CEQ180120 – Applicant: Majestic Realty – Engineer/Representative: T&B Planning, Inc. – First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan: Community Development: Light Industrial (CD-LI) – Location: Easterly of Harvill Avenue, southerly of Commerce Center Drive, northerly of Perry Street, and westerly of Interstate 215 – 18.35 Gross Acres – Zoning: Manufacturing – Service Commercial (M-SC) – **REQUEST:** The Plot Plan is a proposal for the construction and operation of a 373,368 sq. ft. warehouse/distribution/manufacturing development on 18.35 gross acres. Project Planner: Russell Brady at (951) 955-3025 or email at rbrady@rivco.org.

Planning Commission Action:
Public Comments: Closed
By a vote of 5-0

CONSIDERED an Addendum to Environmental Impact Report No. 466; and,

APPROVED Plot Plan No. 180034, subject to the conditions of approval.

4.6 **CONDITIONAL USE PERMIT NO. 190011 and DEVELOPMENT AGREEMENT NO. 1900007 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15303(c) (New Construction or Conversion of Small Structures) – CEQ190073 – Applicant: Healthy Desert Enterprise, LLC – Second Supervisorial District – North Riverside Zoning District – Highgrove Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Tolouse Avenue, easterly of Viola Drive, southerly of Center Street, and westerly of W. La Cadena Drive – 1.33 Acres – Zoning: Manufacturing – Service commercial (M-SC) – **REQUEST:** Development Agreement No. 1900007 (DA1900007) sets forth the terms and conditions under which the Commercial Cannabis Activity of Conditional Use Permit No. 190011 (CUP190011) will operate in addition to the requirements established under Ordinance No. 348, and all other local ordinances and regulations, state law and such other terms and conditions. DA190007 has a term of 10 years and grants the applicant vesting rights to develop the Project and provide community benefits to the Highgrove Area. CUP190011 is a proposal for a new 2,520 sq. ft. commercial building that consists of a storefront retail cannabis business with accompanying parking and onsite landscaping on 0.55 acres of a 1.55 acre (net) undeveloped parcel. The proposed commercial building consists of a reception and check-in area, a cannabis retail sales area, offices, restrooms, a vault, vendor transaction areas, and a delivery area. Project Planner: Rob Gonzalez at (951) 955-9549 or email at rgonzalez@rivco.org.

Planning Commission Action:
Public Comments: Open
By a vote of 5-0

CONTINUED to June 17, 2020.

RIVERSIDE COUNTY
PLANNING DEPARTMENT

PLANNING COMMISSION HEARING
REPORT OF ACTIONS
JUNE 3, 2020

4.7 **CONDITIONAL USE PERMIT NO. 190029 and DEVELOPMENT AGREEMENT NO. 1900018 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) – Applicant: The Artist Tree IVA, LLC – Engineer/Representative: MSA Consulting c/o Chris Brizula – Second Supervisorial District – East Corona Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail (CD-CR) – Location: Northerly of Magnolia Avenue, southerly of Etelle Street, easterly of Temescal Street, and westerly of Moody Street – 0.57 Net Acres – Zoning: Existing: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900018 (DA1900018) would impose a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of DA No. 1900018 and Conditional Use Permit No. 190029 (CUP190029) and will provide community benefits to the Temescal Canyon Area. CUP190029 proposes to construct a 2,500 sq. ft. building as a storefront for a retail cannabis business with supporting site and landscaping improvements. The Project site includes three contiguous parcels. Project Planner: Rob Gonzalez at (951) 955-9549 or email at rgonzalez@rivco.org.

Planning Commission Action:
Public Comments: Open
By a vote of 5-0

CONTINUED to June 17, 2020.

4.8 **CONDITIONAL USE PERMIT NO. 190017 and DEVELOPMENT AGREEMENT NO. 1900010 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15303(C) (New Construction or Conversion of Small Structures) – CEQ190089 – Applicant: Healthy Desert Enterprise, LLC – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Commercial Retail (CR) – Location: Northerly of Kniffen Avenue, easterly of Deeble Entrance, southerly of Grands Avenue, and westerly of Maiden Lane – 0.29 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900010 (DA1900010) is a proposal whereby the applicant enters into a development agreement with the County of Riverside, has a term of 10 years, will grant the applicant vesting rights to develop the Project in accordance with the terms of DA1900010 and Conditional Use Permit No. 190017 (CUP190017) and will provide community benefits to the Elsinore Area. CUP190017 is a proposal for a new 1,800 sq. ft. cannabis retail business on 0.29 acre lot with parking and landscaping. Project Planner: Mina Morgan at (951) 955-6035 or email at mimorgan@rivco.org.

Planning Commission Action:
Public Comments: Open
By a vote of 5-0

CONTINUED off calendar

5.0 WORKSHOP:
NONE

6.0 ORAL COMMUNICATION ON ANY MATTER NOT ON THE AGENDA

7.0 DIRECTOR'S REPORT

8.0 COMMISSIONER'S COMMENTS

COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT

Agenda Item No.

4.3

Planning Commission Hearing: June 3, 2020

PROPOSED PROJECT

Case Number(s):	DA190008 and CUP190013
CEQA Exempt	Section 15061(b)(3), Section 15301 and Section 15303
Area Plan:	Elsinore
Zoning Area/District:	Lakeland Village District
Supervisorial District:	First District
Project Planner:	Travis Engelking
Project APN(s):	387-103-006

Applicant(s): Empire Connect

Representative(s): Anthony Hicks

Charissa Leach, P.E.
Assistant TLMA Director

PROJECT DESCRIPTION AND LOCATION

Conditional Use Permit No 190013 (CUP190013) proposes a storefront cannabis retailer and mobile delivery service that includes two existing commercial buildings and accompanying parking. The first, existing 4,467 square foot retail building will be used as a storefront for a retail cannabis business. The second, existing 1,741 square foot building will be used for storage related to the cannabis business.

Development Agreement No. 1900008 (DA No. 1900008). The associated DA No. 1900008 has a term of 10 years, will grant the applicant vesting rights to develop the Project in accordance with the terms of DA No. 1900008 and CUP No. 190013, and will provide community benefits to the Lakeland Village Area.

The project site is located North of Lake Terrace Dr, east of Riverside Dr, south of Grand Ave, and west of State Highway 74

The above is hereinafter referred to as "the project or Project".

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:

FIND that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report; and,

TENTATIVELY APPROVE Development Agreement No. 1900008, based upon the findings in this staff report, pending final adoption of the Development Agreement ordinance by the Board of Supervisors; and,

APPROVE Conditional Use Permit No. 1900013, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

PROJECT DATA

Land Use and Zoning:

Specific Plan:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Policy / Overlay Area:	N/A
Surrounding General Plan Land Uses	
North:	City of Lake Elsinore
East:	City of Lake Elsinore
South:	Medium Density Residential (MDR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	City of Lake Elsinore
East:	City of Lake Elsinore
South:	General Residential (R-3)
West:	General Commercial (C-1/C-P)
Existing Use:	Commercial Building Retail (Vacant)
Surrounding Uses	
North:	City of Lake Elsinore / Vacant Lot
South:	Vacant Lot and Single Family Residence
East:	Vacant Lot
West:	Vacant Lot

Project Details:

Item	*Value*	*Min./Max. Development Standard*
Project Site (Acres):	.53 net acres	N/A
Existing Building Area (SQFT):	The existing retail building is 6,208 sq. ft.	N/A
Building Height (FT):	16.6 feet in height	50 feet in height

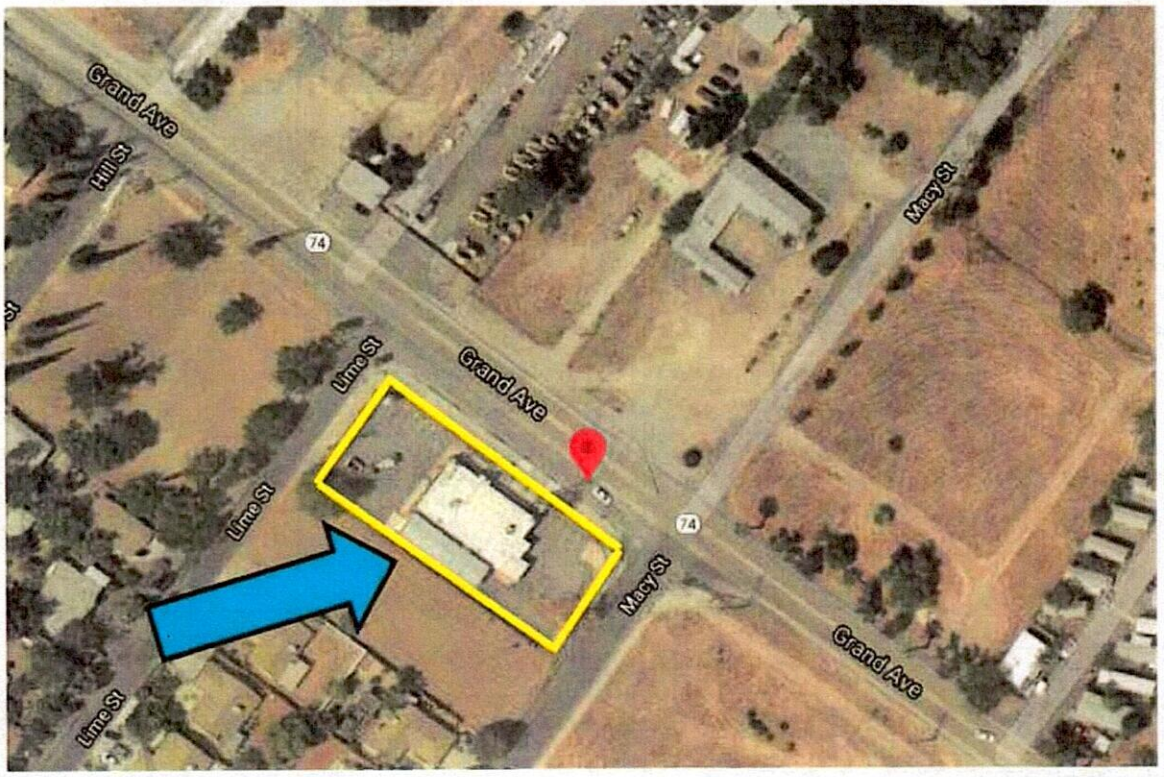
Parking:

Type of Use	*Building Area (In SF)*	*Parking Ratio*	*Spaces Required*	*Spaces Provided*
Retail (Cannabis)	4,467 sq.ft.	1 space/200 sqft. of gross floor area	22	
Storage (Cannabis)	1,741 sq.ft.	1 space/200 sqft. of gross floor area	8	
TOTAL:	**6,208 sqft.**			

Located Within:

City's Sphere of Influence:	Yes – Lake Elsinore
Community Service Area ("CSA"):	No
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Moderate
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	Yes - LRA
Mount Palomar Observatory Lighting Zone:	Yes – Zone B
WRCMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No

PROJECT LOCATION MAP



PROJECT BACKGROUND AND ANALYSIS

Background:

Cannabis Background:

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 a RFP Cannabis File No. CAN190006 and subsequently ranked among the applicants that qualified to become available to back-fill any vacancies created if any of the Nineteen (19) applicants were unable to proceed with the conditional use permit application process for a cannabis retail store.

Project Details:

The project will occupy two existing commercial buildings and accompanying parking. The first, existing 4,467 square foot retail building will be used as a storefront for a retail cannabis business. The second, existing 1,741 square foot building will be used for storage related to the cannabis business. The commercial buildings were originally approved in 1992 under Plot Plan No. 13387 (PP13387) to change the use from a bank into a retail store. A series of expansions related to the commercial buildings, commercial uses, have been approved within the last 13 years. (PP13387S1 Add Restaurant, PP13387S2 Addition of 1500 sq.ft. steel building, PP13387S3 adding approximately seven (7) parking spaces for restaurant, and PP1338S4 Change retail use to billiard room in existing restaurant).

The project will operate between the hours of 6am to 10pm daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I). In addition, the project shall provide landscape and façade improvements to the project site.

General Plan Consistency

The project site has a General Plan Foundation Component and Land Use Designation of Community Development (CD): Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of life styles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned C-1/C-P (General Commercial). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P Zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P Zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The project site includes a proposed landscape plan in accordance with the County of Riverside Ordinance No. 348 and Ordinance No. 859.

The project site is not located within the Airport Influence Area ("AIA") boundary and is therefore is not subject to the Airport Land Use Commission ("ALUC") review.

DA No. 1900008 and CUP No. 190013 were submitted to the County of Riverside on July 19, 2019.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. Given the site has already been developed for such uses and only minimal façade improvements and upgrades would be required, no construction impacts would occur. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

Additionally, this project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15301 (Existing Facilities), which provides: Class I consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not significantly expand the capability of the site or substantively increase the proposed use of the site beyond what already occurs. In this case, the proposed project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15301 Class 1, Existing Facilities).

Furthermore, this project is exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts construction and location of new, small facilities or structures; and the conversion of existing small structures for one use or another where only minor modifications are made in the exterior of the structure. The Project does not include the construction of any new structures, would only propose minor modifications such as paint and signage, and would only re-entitle the existing Commercial Retail Facility. Therefore, the project as proposed, complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15303 (New Construction or Conversion of Small Structures).

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location.

FINDINGS AND CONCLUSIONS

In order for the County to approve the proposed project, the following findings are required to be made:

Land Use Findings:

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of life styles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

   The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide community services and job opportunities within the surrounding community.

2. The site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan because the C-1/C-P Zone conditionally allows specified retail uses which implements the CD: CR General Plan Land Use Designation that encourages local and regional retail and services.

3. The proposed use, a Cannabis Retail Store, is allowed in the C-1/C-P Zoning Classification with an approved Conditional Use Permit.

4. The uses surrounding the property in question are predominately vacant parcels to the north, east, west, and south.

Conditional Use Permit Findings:

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community because based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the proposed development standards of the C-1/C-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is surrounded by properties which are designated Community Development: Commercial Retail (CD: CR) which encourages suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail store front, would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the C-1/C-P Zone. Therefore, the proposed project conforms to the

logical development of the land and to be compatible with the present and future logical development of the surrounding property.

2. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Such condition of approval has been placed on the project.

3. Based on the findings included in this staff report, advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community, and is subject to those conditions necessary to protect the health, safety and general welfare of the community.

Permit Requirements for All Commercial Cannabis Activities:

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 of the Advisory Notification Document address odor, hours of operation and security.

2. While security has been raised as a concern relating to cannabis-related activities, a standard condition of approval or requirement of the Advisory Notification Document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:

    a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.

    b) 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.

    c) A professionally installed, maintained, and monitored alarm system.

    d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.

    e) 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis

Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

With implementation of these required measures, security concerns relating to the Commercial Cannabis Activity have been fully addressed.

Cannabis Retailer Minimum Standards:

1. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.

2. The project is not located within 1,000 feet of any other Cannabis Retailer.

3. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 1,000 feet of the site.

4. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.

5. The development standards of the C-1/C-P Zoning Classification are as follows:

   A. There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.

   B. There are no yard requirements for buildings which do not exceed 35 feet in height, except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet. The front setback shall be measured from the existing street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line or from an existing adjacent street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The project does not propose construction nor does the existing structures exceed 35 feet in height. Therefore, the project meets this standard.

   C. No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Ordinance No. 348 Section 18.34. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to Ordinance No. 348 Section 18.27. The project does not propose any construction nor does any of the existing buildings or structures exceed 50 feet in height. Therefore, the project meets this standard.

D. Automobile storage space shall be provided as required by Ordinance No. 348 Section 18.12. The project meets these requirements because the project site is an existing facility and has proposed parking spaces.

E. All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet. The project proposes screening to the facade improvements. Therefore, the project meets this standard.

6. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:

A. Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location. As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 1)

B. Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 2)

C. Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 3)

D. A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 4)

E. Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 5)

F. Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 6)

G. Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 7)

H. Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 8)

I. Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 9)

J. Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 10)

K. Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. It has been conditioned the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 11)

L. Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 12)

M. Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 13)

N. Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle. The project has been conditioned to meet this standard. (Conditions of Approval No. 15 Planning Cannabis Retail Operations – 14)

Cannabis Retail Findings:

1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements.

2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site. Therefore, the project meets this standard.

3. The project includes adequate measures that address enforcement priorities for Commercial Cannabis Activities including restricting access to minors, and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted licensed sources within the State and not distributed out of State. This is met because the project has been conditioned to meet this requirement. (Conditions of Approval No. 28 Planning - General - O. Permit and License Posting, Conditions of Approval No. 23 Planning – General – K Monitoring Program)

4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

Other Findings:

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan.

2. The project site is located within the **City of Lake Elsinore** Sphere of Influence. This project was provided to **City of Lake Elsinore** for review and comment. No comments were received either in favor or opposition of the project.

3. The project site is not located within an Airport Influence Area ("AIA") boundary and is therefore not subject to the Airport Land Use Commission ("ALUC") review.

4. The project site is located within Zone B of the Mount Palomar Observatory Lighting Zone boundary, as identified by Ordinance No. 655 (Mt. Palomar). The project is required to comply with all lighting standards specified within Ordinance No. 655, pursuant to Zone B.

5. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP").

Fire Findings:

1. The project site is located within a Cal Fire State Responsibility Area ("SRA") and is within a very high fire hazard severity zone. As a part of being within an SRA, the Director of the Department of Forestry and Fire Protection or his/her designee must be notified of applications for building permits, tentative tract/parcel maps, and use permits for construction or development within an SRA. Riverside County Code Section 8.32.050 (C) (2) states that the Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Board of Supervisors. As designated, the Riverside County Assistant Fire Marshall shall have the authority to enforce all applicable State fire laws that the notification requirement of Title 14 has been met. The following additional findings are required to be met:

    a. This land division has been designed so that each lot, and the subdivision as a whole, is in compliance sections 4290 and 4291 of the Public Resources Code by [providing a defensible space within each lot of 100 feet from each side, front and rear of a pad site, requiring that the site have fuel modification standards acceptable to the Riverside County Fire Department, requiring a minimum 10-foot clearance of all chimneys or stovetop exhaust pipes, no buildings shall covered or have dead brush overhang the roof line and requiring that the roof structure shall be maintained free of leaves, needles, or other vegetation.

    b. Fire protection and suppression services will be available for the subdivision through [Riverside County Fire Department] [California Department of Forestry and Fire Protection][Idyllwild Fire District].

    c. The project meets the regulations regarding road standards for fire equipment access adopted pursuant to **Section 4290 of the Public Resources Code** and Riverside County Ordinance No. 787 by road standards for fire equipment access – standards for signs identifying streets, roads and buildings – minimum private water supply reserves for emergency fire use – fuel brakes and green belts – and other.

Development Agreement:

The applicant has proposed entering into the attached draft development agreement (DA) with the County for the Project. The DA is consistent with the General Plan and 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 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.

Approval Requirements and Conclusion:

Based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the development standards of the C-1/C-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities, complies with the minimum standard requirements and will not be detrimental to the public health, safety

or general welfare. Additionally, the project complies with all applicable requirements of State law and ordinances of Riverside County.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff has not received written communication or phone calls indicating support or opposition to the proposed project.

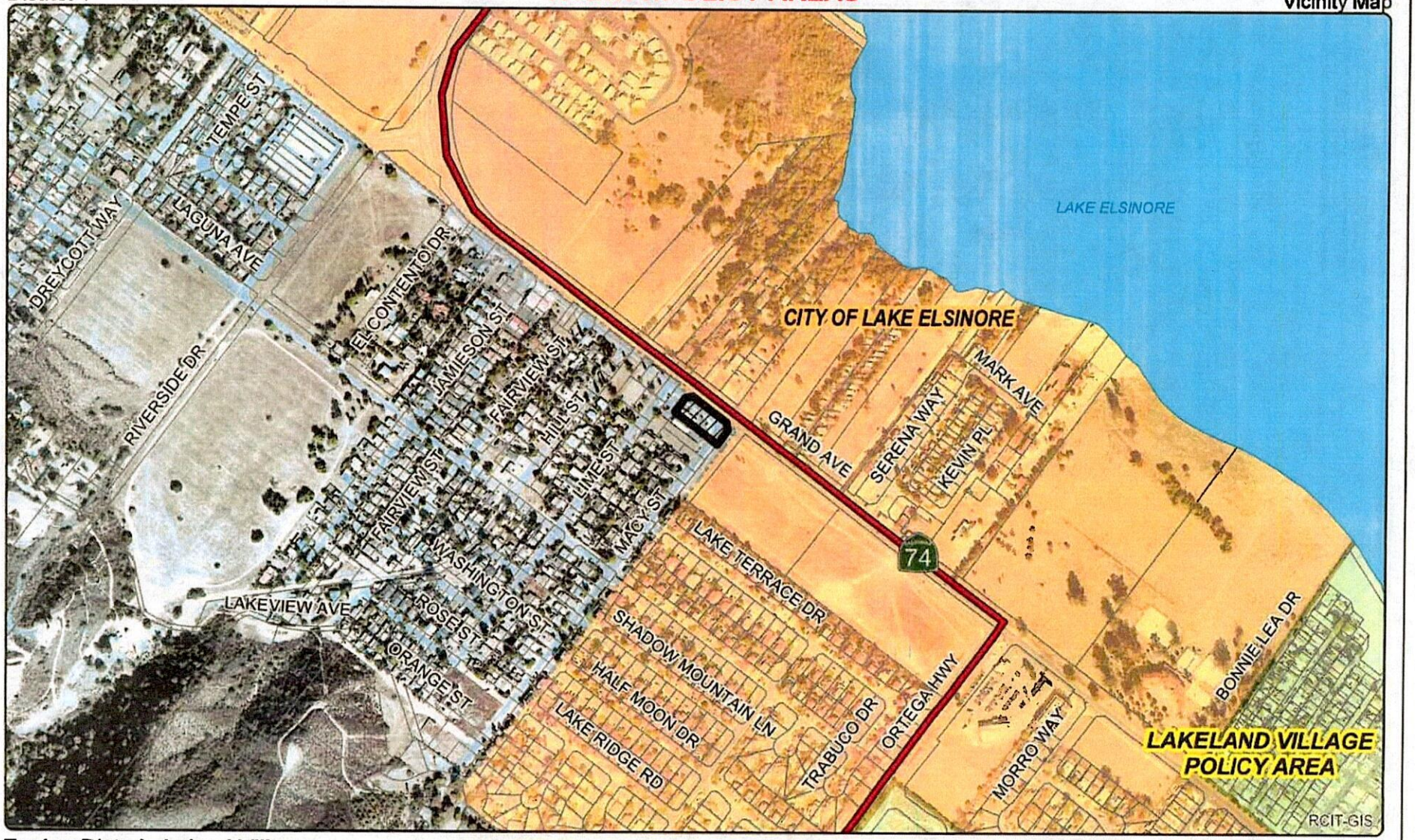
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190013

VICINITY/POLICY AREAS

Supervisor: Jeffries
District 1

Date Drawn: 05/13/2020
Vicinity Map



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen

N

0 300 600 1,200
Feet

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website http://planning.rctlma.org

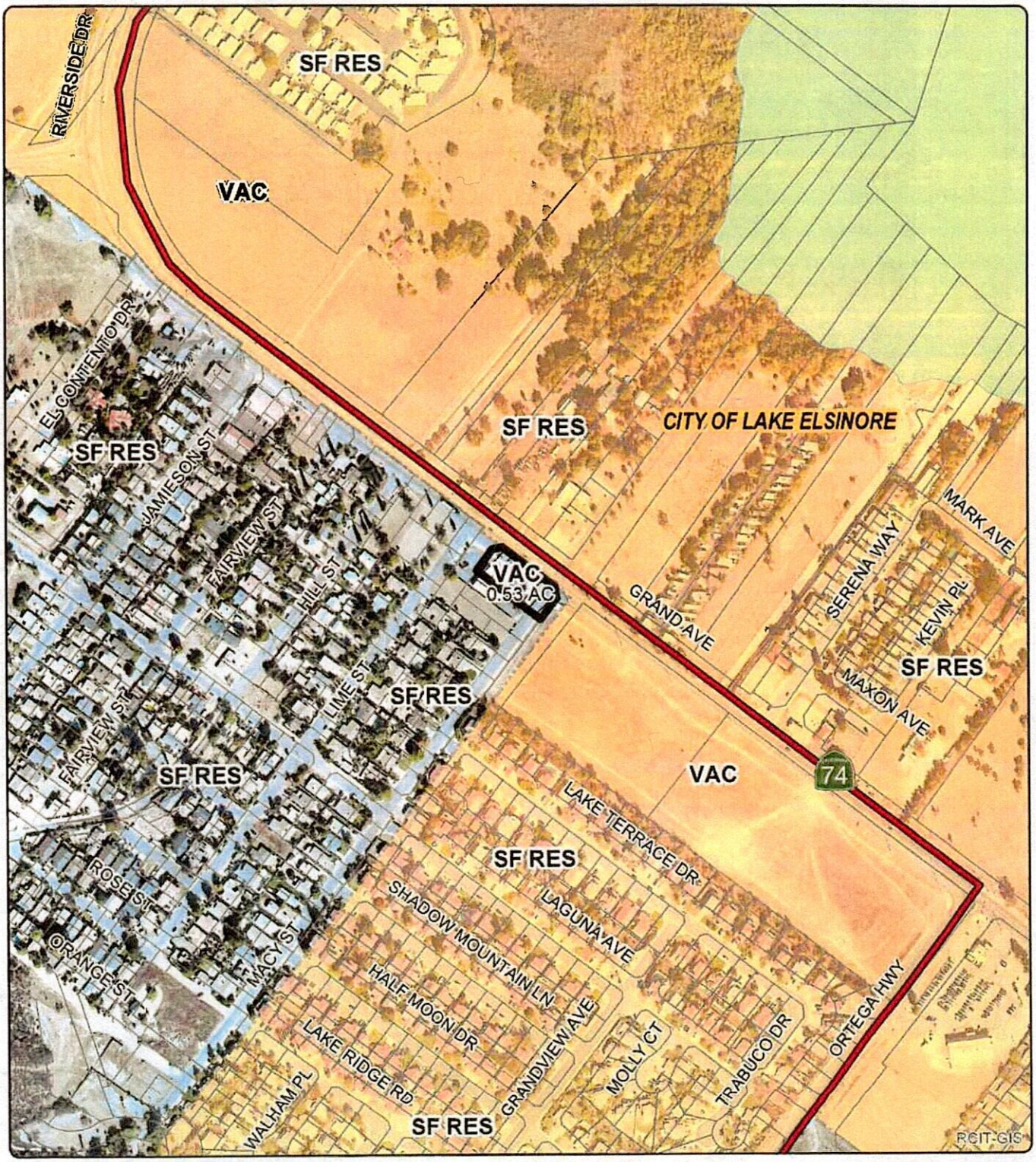
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190013

LAND USE

Supervisor: Jeffries
District 1

Date Drawn: 05/13/2020
Exhibit 1



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen

N

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RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190013

EXISTING GENERAL PLAN

Supervisor: Jeffries
District 1

Date Drawn: 05/13/2020
Exhibit 5

Zoning Dist: Lakeland Village

Author: Vinnie Nguyen

N

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Feet

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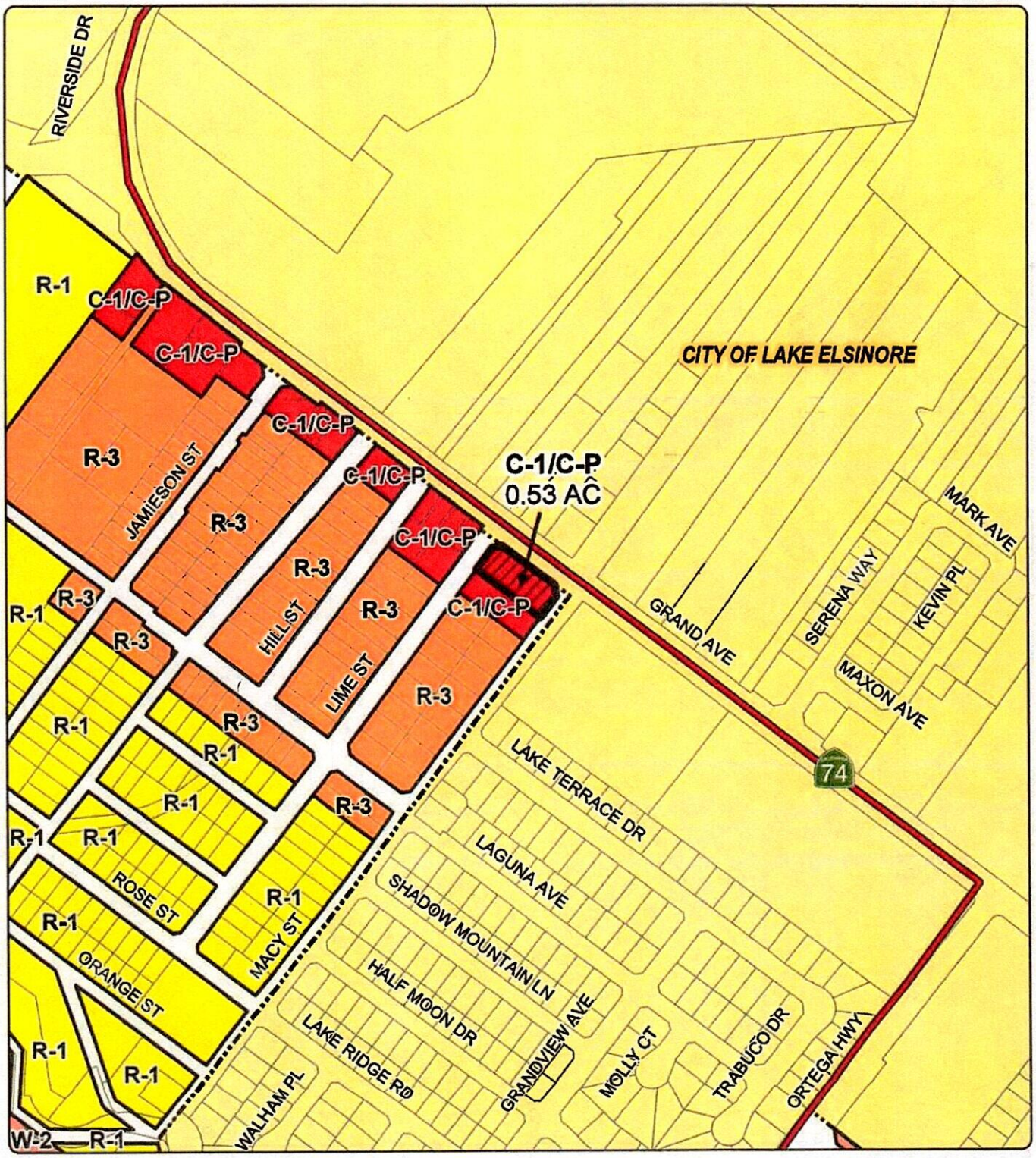
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190013

EXISTING ZONING

Supervisor: Jeffries
District 1

Date Drawn: 05/13/2020
Exhibit 2



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen

N

0 200 400 800
Feet

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CASE: CUP190013
EXHIBIT: A Site Plan
DATE: 5/14/2020
PLANNER: TEngelking

VICINITY PLAN

PLANNING DEPARTMENT NOTES

DEVELOPMENT AGREEMENT NUMBER: 190008
CONDITIONAL USE PERMIT NUMBER: 190013

HOURS OF OPERATION: 8:00AM TO 12:00PM

THIS PROJECT WILL CARRY BOTH ADULT AND MEDICAL LICENSES.

THERE WILL NOT BE DELIVERY SERVICE AT THIS LOCATION.

BUILDING AND SITE INFORMATION

ADDRESS: 15573 GRAND AVE, LAKE ELSINORE, CA, 92530
APN: 387-103-008
ZONE: C1/CP (GENERAL COMMUNICAL) ZONE

PRIMARY OCCUPANCY (CHAPTER 3)
EXISTING: A-2 (RESTAURANT) OCCUPANCY
PROPOSED: M (MERCANTILE) AND S (STORAGE) OCCUPANCY

AREA
EXISTING BUILDING AND PROPOSED SPACES:
ENTIRE BUILDING: 6,208 SF - SINGLE STORY (SLAB ON GRADE)
PROPOSED AREA: MERCANTILE: 4,467 SF
STORAGE: 1,741 SF (NOT IN SCOPE)

CONSTRUCTION TYPE: TYPE V-B
NFPA13 AUTOMATIC SPRINKLERS: SPRINKLERED

KEYNOTES

1 EXISTING BUILDING TO REMAIN	EXISTING PYLON SIGN WITH NEW SIGNAGE
2 EXISTING PUBLIC SIDEWALK TO REMAIN	NEW ACCESSIBLE PARKING AND LOADING ZONE
3 EXISTING POWER POLE TO REMAIN	EXISTING ASPHALT PAVING TO REMAIN, PATCH AND REPAIR ALL CRACKS AND POTHOLES.
4 EXISTING STOP SIGN TO REMAIN	EXISTING IRRIGATION SYSTEM TO REMAIN
5 EXISTING BUS STOP TO REMAIN	EXISTING TREE TO BE PROTECTED.
6 EXISTING GGSV VALVE TO REMAIN	PROPOSED PARKING STALLS
7 PROPERTY LINE	NEW LANDSCAPE, REFER TO LANDSCAPE PLAN.
8 EXISTING TRASH ENCLOSURE WITH GATE TO REMAIN	NO PARKING SIGN TO BE INSTALLED.
9 EXISTING RAMP TO REMAIN	NEW ACCESSIBLE PATH OF TRAVEL
10 EXISTING GATE TO REMAIN	AREA TO BE VACATED

GRAND AVE.

STOP

LIME ST.

STOP

MACY ST.

PROPOSED CANNABIS RETAIL AREA: 4,467 SF

EXISTING STORAGE: 1,741 SF
NOT PART OF CANNABIS DISPENSARY
NOT IN SCAPE

PROPOSED SITE PLAN SCALE: 1

HESTIA atelier
665 ANTON BLVD, SUITE 150
COSTA MESA, CA, 92626

LICENSED ARCHITECT C-34970 STATE OF CALIFORNIA

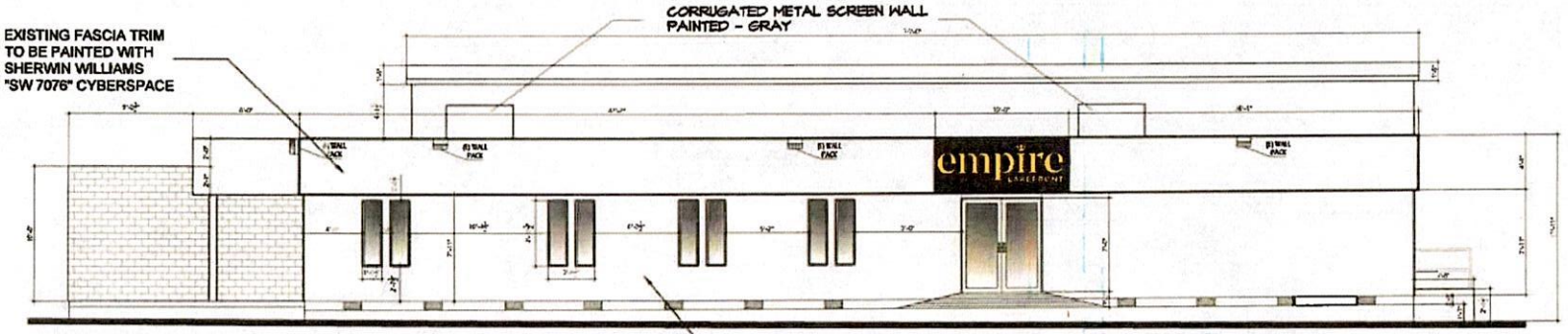
EMPIRE CONNECT
15573 GRAND AVE.
LAKE ELSINORE, CA, 92530

PROPOSED SITE PLAN

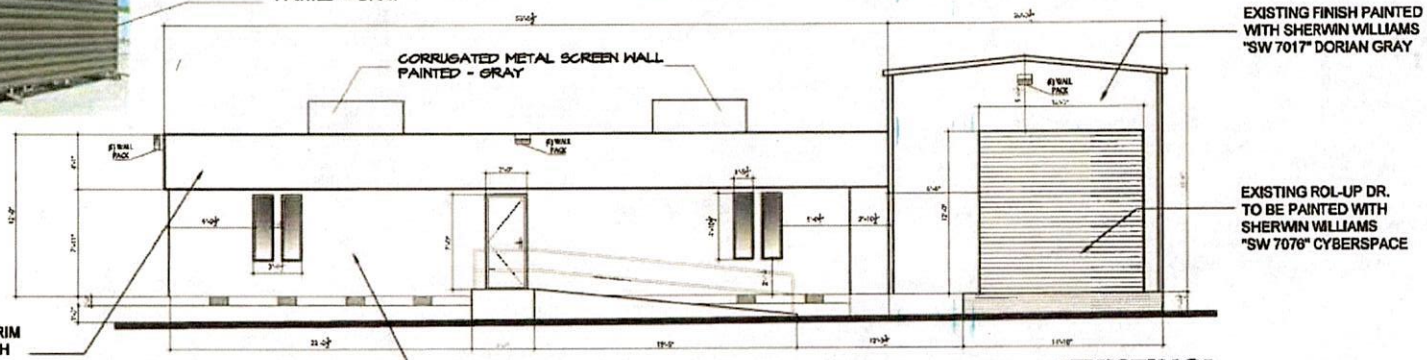
Plan Check Number: 190013

SHEET
A1.0

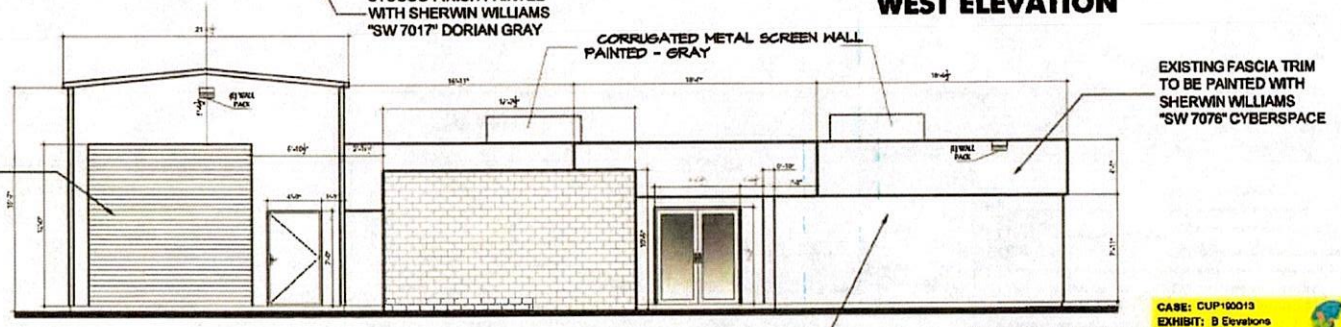
EQUIPMENT SCREEN DETAIL



"EXISTING" NORTH ELEVATION



"EXISTING" WEST ELEVATION



"EXISTING" EAST ELEVATION

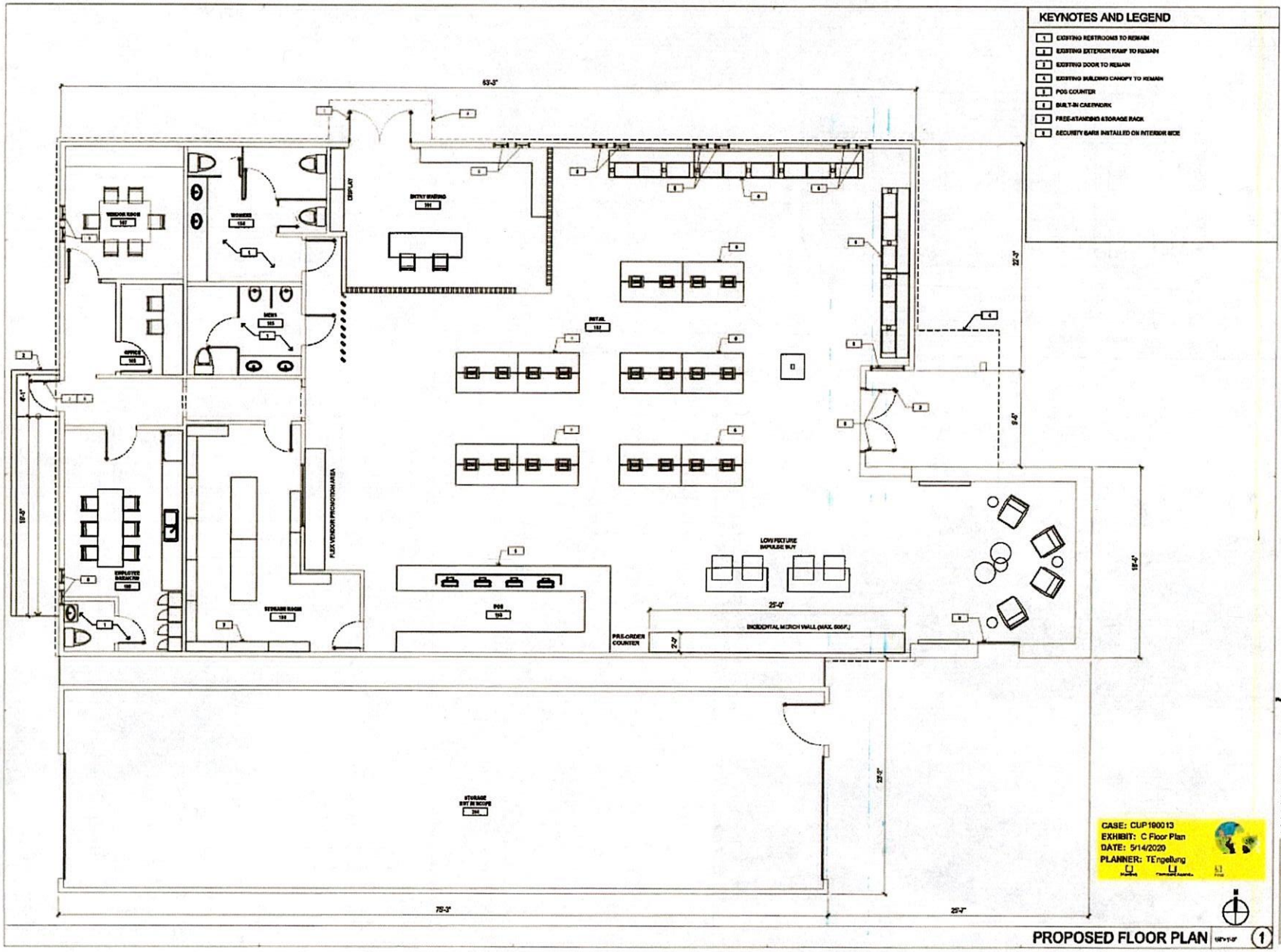
CASE: CUP190013
EXHIBIT: B Elevations
DATE: 5/14/2020
PLANNER: TEngelking

HESTIA

EMPIRE CONNECT
15573 GRAND AVE.
LAKE ELSINORE, CA. 92530

EXTERIOR ELEVATIONS

SHEET
A3.0



HESTIA
Atelier
555 Anton Blvd, Suite 150
Costa Mesa, CA 92626
949

EMPIRE CONNECT
15573 GRAND AVE.
LAKE ELSINORE, CA. 92530

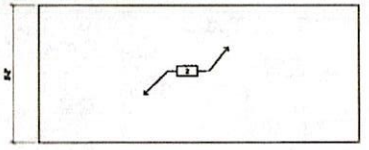
PROPOSED FLOOR PLAN

SHEET
A2.0

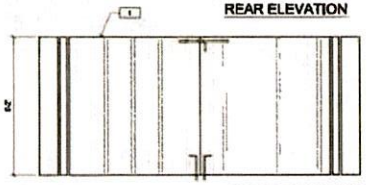
TRASH ENCLOSURE KEYNOTES

1. EXISTING STEEL GATE TO BE PAINTED BLACK.
2. EXISTING CMU WALL TO BE PAINTED TO MATCH BUILDING WALL COLOR.
3. ALL DUMPSTER / TRASH BIN TO BE KEPT IN TRASH ENCLOSURE AT ALL TIMES.

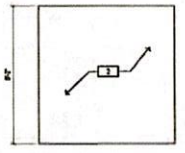
TRASH ENCLOSURE PHOTO



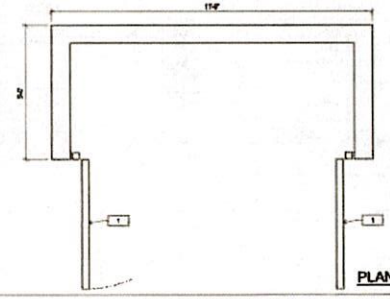
REAR ELEVATION



FRONT ELEVATION

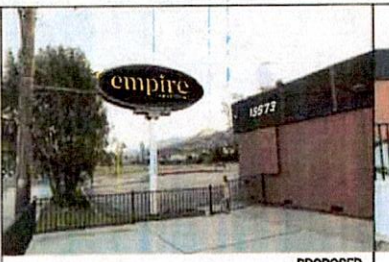


SIDE ELEVATION



PLAN

TRASH ENCLOSURE DETAILS 1/2" = 1'-0" (5)



PROPOSED

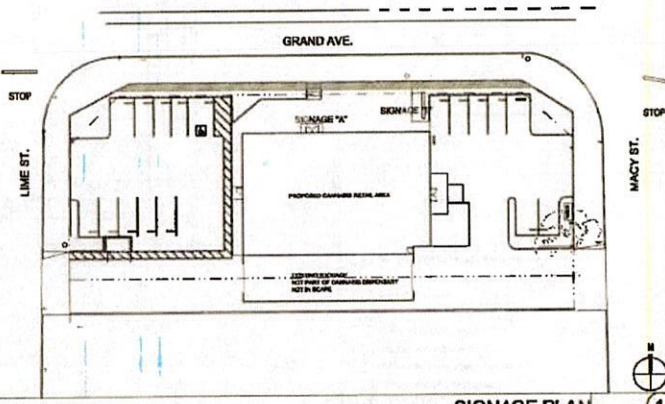
EXISTING

SIGNAGE B (3)

PROPOSED

EXISTING

SIGNAGE A (2)



SIGNAGE PLAN 1/2" = 1'-0" (1)

HESTIA atelier
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

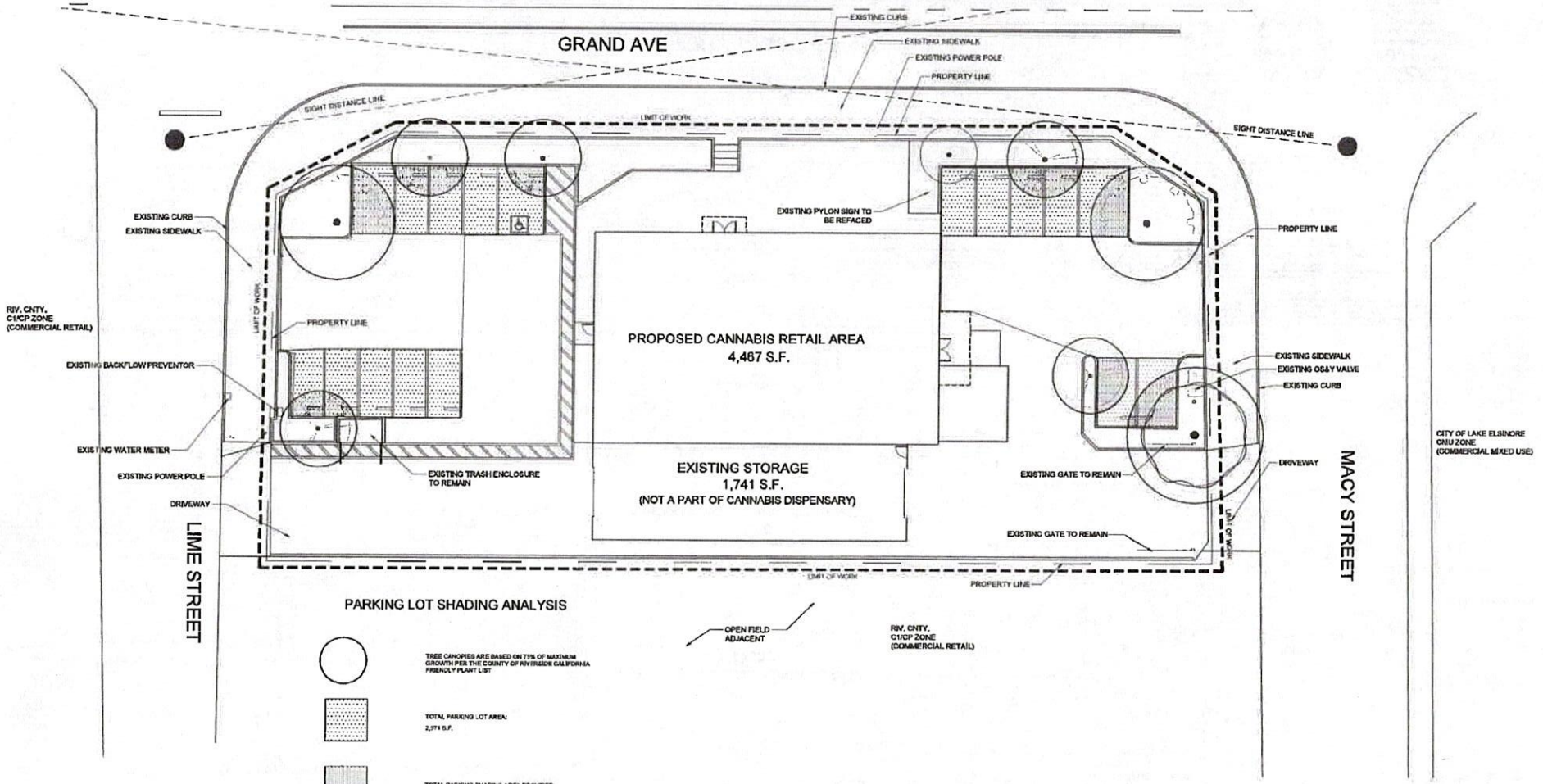
LICENSED ARCHITECT
C-34970
STATE OF CALIFORNIA

EMPIRE CONNECT
15573 GRAND AVE.
LAKE ELSINORE, CA. 92530

SIGNAGE AND TRASH ENCLOSURE PLAN

Film Check Number 160913

SHEET
A1.2



PARKING LOT SHADING ANALYSIS

TREE CANOPIES ARE BASED ON 75% OF MAXIMUM GROWTH PER THE COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY PLANT LIST

TOTAL PARKING LOT AREA:
2,971 S.F.

TOTAL PARKING SHADING AREA PROVIDED:
894 sf

COUNTY REQUIRED PARKING LOT SHADING REQUIREMENT:	
NUMBER OF PARKING SPACES	% OF PARKING AREA TO BE SHADED:
5-24 SPACES	30%

% OF PARKING AREA SHADING PROVIDED = 894 / 2,971 = 30%:

THIS PLAN MEETS OR EXCEEDS THE COUNTY'S MINIMUM SHADING REQUIREMENT

NEW CANNABIS DISPENSARY
15573 GRAND AVE., LAKE ELSINORE, CALIFORNIA 92530 FEBRUARY 11, 2020

NORTH

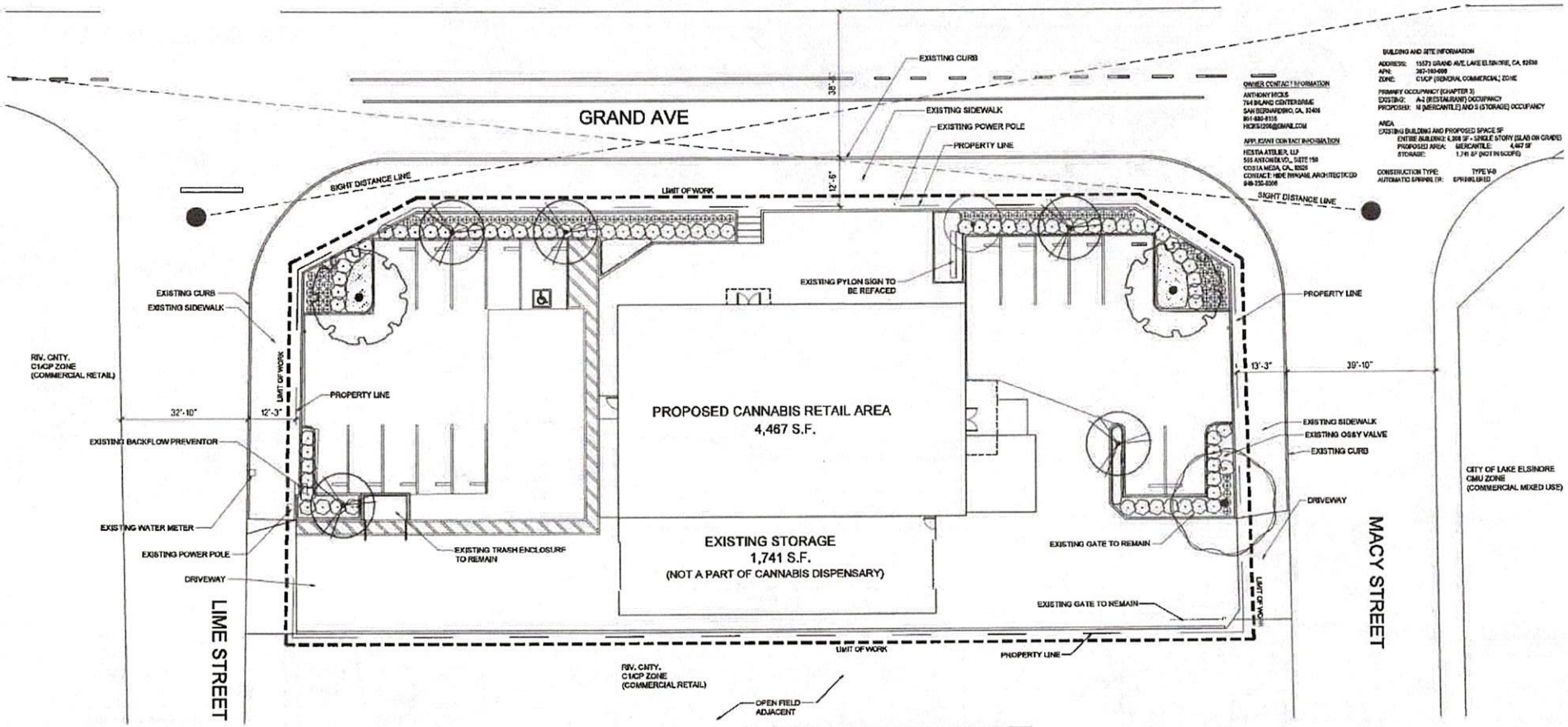
0 10 20 30 40 feet
1" = 10'

Wilson Davis Associates
Landscape Architecture
2825 Litchfield Dr.
Riverside, CA 92503
Ph.(951) 353-2436

JOB NO. 2002

PARKING LOT SHADING PLAN

SCALE : 1"= 10'-0"



OWNER CONTACT INFORMATION
ANTHONY RICKS
744 INLAND CENTER DRIVE
SAN BERNARDINO, CA. 92408
951-880-8108
RICKS1206@GMAIL.COM

APPLICANT CONTACT INFORMATION
HESTIA ATELIER, LLP
500 ANTONIETA PL., SUITE 150
COSTA MESA, CA., 92626
CONTACT: HIDE IWAMAE ARCHITECT(ED)
949-350-6306

BUILDING AND SITE INFORMATION
ADDRESS: 15573 GRAND AVE, LAKE ELSINORE, CA, 92530
APN: 367-150-009
ZONE: C1/CP (GENERAL COMMERCIAL) ZONE

PRIMARY OCCUPANCY (CHAPTER 3)
EXISTING: A-2 (RESTAURANT) OCCUPANCY
PROPOSED: M (MERCANTILE) AND S (STORAGE) OCCUPANCY

AREA
EXISTING BUILDING AND PROPOSED SPACE SF
ENTIRE BUILDING: 6,208 SF - SINGLE STORY (SLAB ON GRADE)
PROPOSED AREA: MERCANTILE: 4,467 SF
STORAGE: 1,741 SF (NOT IN SCOPE)

CONSTRUCTION TYPE: TYPE V-B
AUTOMATIC SPRINKLER: SPRINKLERED

PLANT SCHEDULE (PLANT FACTORS PER WUCOLS ZONE 4)

TREES	BOTANICAL / COMMON NAME	CONT	CAL	PF	QTY	REMARKS
	Existing Tree	EXISTING			1	Protect in Place
	Existing Tree	Removed in Construction			1	To Be Removed
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	36" Box		L	5	
	Prosopis glandulosa 'Thornless AZT' / Thornless Honey Mesquite	36" Box		L	2	

SHRUBS	BOTANICAL / COMMON NAME	CONT	PF	QTY	REMARKS
⊕	Achillea millefolium 'Moonshine' / Yarrow	1 Gal.	L	106	
⬡	Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger	5 Gal.	L	74	

VINE	BOTANICAL / COMMON NAME	CONT	PF	QTY	REMARKS
	Macfadyena unguis-cati / Yellow Trumpet Vine	5 Gal.	L	1	

SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	PF	SPACING	QTY	REMARKS
	Dianella revoluta 'DR5009' TM / Little Rev Flax Lily	5 Gal.	L	36" o.c.	28	
	Hesperaloe parviflora / Red Yucca	1 Gal.	L	36" o.c.	32	

"Prior to project construction, I agree to submit a complete Landscape Construction Document Package that complies with the requirements of applicable ordinances, including but not limited to Ordinance No. 859.3, Ordinance 348, Ordinance 457, project Conditions of Approval, and in substantial conformance with the approved Landscape Concept Plan. Should the ordinances be revised, plans may be subject to change."

DESCRIPTION OF DESIGN APPROACH:

THE DESIGN FOR THIS PROJECT EMPHASIZES ITS USE OF A COMPATIBLE USE PALETTE OF ORNAMENTAL PLANT MATERIAL AND ENVIRONMENTAL SENSITIVITY TO CREATE A SUSTAINABLE DESIGN THAT REFLECTS THE AESTHETIC CONSISTENCY AND BE A CONFORMANT TO COMMERCIAL LANDSCAPE ELEMENTS WITHIN RIVERSIDE COUNTY.

SITE INFORMATION :

- THIS PROJECT SITE IS NOT A PART OF A COMMUNITY DESIGN GUIDELINE AREA OF DISTRICT TO THE BEST OF OUR KNOWLEDGE.
- THIS PROJECT SITE IS NOT A PART OF AN ADOPTED OR PROPOSED SPECIFIC PLAN TO THE BEST OF OUR KNOWLEDGE.
- THIS PROJECT IS NOT AMONG THE FIRST PARCELS TO BE DEVELOPED WITHIN THE AREA AND THUS IS NOT INTENDED TO ESTABLISH A DESIGN THEME FOR THE VICINITY.
- THERE ARE NO DISTINGUISHING LANDSCAPE ELEMENTS WITHIN 210' OF THIS SITE TO COORDINATE A LANDSCAPE DESIGN THEME FOR CONSISTENCY.

COUNTY REQUIRED PARKING LOT LANDSCAPE AREA REQUIREMENT:	
NUMBER OF PARKING SPACES	% OF PARKING AREA TO BE LANDSCAPED:
5-24 SPACES	5%

% OF PARKING LANDSCAPE AREA PROVIDED - 2,182 / 8,344 = 24%:

THIS PLAN MEETS OR EXCEEDS THE COUNTY'S MINIMUM LANDSCAPE AREA REQUIREMENT

SOIL TEST
AFTER ROUGH HAS BEEN SITE IN PLACE & PRIOR TO ANY SOIL PREPARATION, THE CONTRACTOR SHALL PURCHASE SOIL TESTS OF THE SITE FOR AGRICULTURAL FERTILITY AND TO DETERMINE PROPER SOIL AMENDMENTS. TEST ARE TO BE PERFORMED BY A MEMBER OF THE CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES USING ORGANIC FERTILIZER AND SOIL CONDITIONERS DERIVED FROM COMPOSTED HIGHER PLANT RESIDUE. COPIES SENT TO THE OWNER, CITY OF LAKE ELSINORE ARCHITECT & LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.

SOIL PREPARATION
THE FOLLOWING IS PROVIDED FOR BID PURPOSES ONLY AND SHALL BE MODIFIED AS NECESSARY GIVEN THE RESULTS OF THE SOILS TEST. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DELIVERY SLIPS AND EARTH FERTILIZER BASED ON SITE FOR VERIFICATION OF MATERIAL.

1. BACKFILL MIX FOR USE OF PLANTING ALL TREES, SHRUBS & VINES
   INCORPORATE TRIC HUMATE @ 64 LBS/CUBIC YD OF BACKFILL MIX
2. PLANT TABLET PER ALL TREES, SHRUBS, VINES AND GROUNDCOVERS:
   (20#G) TRIC MYCO TABS 1 PER 5 IN ALL SUB SIZED TREES 24" BOX OR LARGER
   (1) TRIC MYCO TABS PER 1 GALLON STOCK
   (5) TRIC MYCO TABS TABLETS PER 5 GALLON STOCK
   (15) TRIC MYCO TABS PER 15 GALLON STOCK
   (1) TRIC MYCO TABS PER EACH GROUNDCOVER HOLE
   INSTALL TRIC MYCO TABLETS PER MFG. RECOMMENDATIONS
   AVAILABLE THROUGH:
   TRIC ORGANICS 1-909-803-3311

TOP DRESSING
ALL SHRUBS AND GROUNDCOVER AREAS ARE TO BE TOP DRESSED WITH 3" THICK LAYER OF LOCALLY PRODUCED DECORATIVE ROCK MULCH (2" MINUS) OR APPROVED EQUIVALENT UNLESS OTHERWISE SPECIFIED. INSTALL MULCH PRIOR TO GROUND COVER PLANTING.

NEW CANNABIS DISPENSARY

15573 GRAND AVE., LAKE ELSINORE, CALIFORNIA 92530 FEBRUARY 11, 2020

NORTH

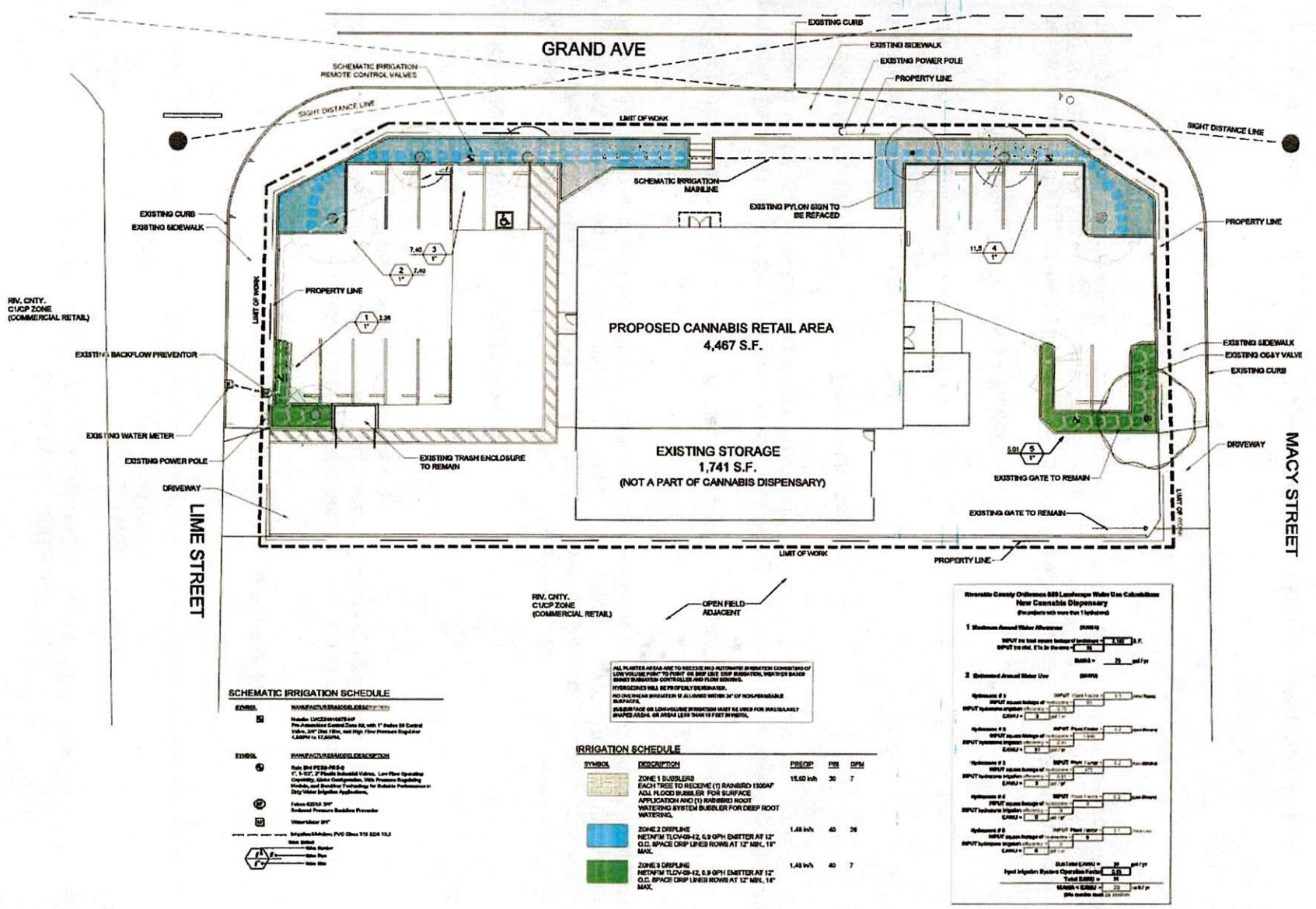
0 10 20 30 40 feet
1" = 10'

PRELIMINARY LANDSCAPE PLAN

SCALE : 1"= 10'-0"

Wilson Davis Associates
Landscape Architecture
2825 Litchfield Dr.
Riverside, CA 92503
Ph.(951) 353-2436

JOB NO. 20012



SCHEMATIC IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter LVC2300107S-HP Pre-Assembled Control Zone Kit, with 1" Hunter 50 Control Valve, 3/4" Hunter Filter, and High Flow Pressure Regulator 4.5GPM to 17.0GPM.
	Rain Bird PESB-PRS-D 1", 1-1/2", 2" Plastic Industrial Valves, Low Flow Operating Capability, Globe Configuration, With Pressure Regulating Module, and Durability Technology for Reliable Performance in Dirty Water Irrigation Applications.
	Febco 825YA 3/4" Reduced Pressure Backflow Preventer
	Watersaver 3/4"
	Irrigation Mainline: PVC Class 315 SDR 13.5 Main Sizing: Valve Header; Valve Run; Main Line

IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	PRECIP	PSI	GPM
	ZONE 1 BUBBLERS EACH TREE TO RECEIVE (1) RAINBIRD 1800AF ADJ. FLOOD BUBBLER FOR SURFACE APPLICATION AND (1) RAINBIRD ROOT WATERING SYSTEM BUBBLER FOR DEEP ROOT WATERING.	15.60 in/h	30	7
	ZONE 2 DRIPLINE NETAFIM TLCV-09-12, 0.9 GPH EMITTER AT 12" O.C. SPACE DRIP LINES ROWS AT 12" MIN., 18" MAX.	1.48 in/h	40	26
	ZONE 3 DRIPLINE NETAFIM TLCV-09-12, 0.9 GPH EMITTER AT 12" O.C. SPACE DRIP LINES ROWS AT 12" MIN., 18" MAX.	1.48 in/h	40	7

ALL PLANTER AREAS ARE TO RECEIVE NEW AUTOMATIC IRRIGATION CONSISTING OF LOW VOLUME POP-UP TO POINT OR DRIP LINE DRIP IRRIGATION, WEATHER BASED SMART IRRIGATION CONTROLLER AND FLOW SENSING.
HYDROZONES WILL BE PROPERLY DESIGNATED.
NO OVERHEAD IRRIGATION IS ALLOWED WITHIN 24" OF NON-PERMEABLE SURFACES.
SUBSURFACE OR LOW VOLUME IRRIGATION MUST BE USED FOR IRREGULARLY SHAPED AREAS, OR AREAS LESS THAN 10 FEET IN WIDTH.

Riverside County Ordinance 859 Landscape Water Use Calculations
New Cannabis Dispensary
(for projects with more than 1 hydrozone)

1 Maximum Annual Water Allowance (MAWA)
Input the total square footage of landscape = 4,150 S.F.
Input the Hist. ETo for the area = 36
MAWA = 79 gal/yr

2 Estimated Annual Water Use (EAWU)
Hydrozone # 1 — Input: Plant Factor = 0.1 (Very Low); square footage of landscape = 61; Irrigation Method = Bubbler; Irrigation efficiency = 0.81
EAWU = 3 gal / yr
Hydrozone # 2 — Input: Plant Factor = 0.2 (Low); square footage of landscape = 1,946; Irrigation Method = Drip; Irrigation efficiency = 0.81
EAWU = 1,441 gal / yr
Hydrozone # 3 — Input: Plant Factor = 0.2 (Low); square footage of landscape = 1,946; Irrigation Method = Bubbler; Irrigation efficiency = 0.81
EAWU = 1,441 gal / yr
Hydrozone # 4 — Input: Plant Factor = 0.2 (Low); square footage of landscape = 0; Irrigation Method = Drip; Irrigation efficiency = 0.81
EAWU = 0 gal / yr
Hydrozone # 5 — Input: Plant Factor = 0.2 (Low); square footage of landscape = 0; Irrigation Method = Drip; Irrigation efficiency = 0.81
EAWU = 0 gal / yr
Total EAWU = 38 gal/yr
Input Irrigation System Operation Factor = 0.85
Total EAWU = 38
MAWA > EAWU = 23 gal/yr
(No recycled water)

NEW CANNABIS DISPENSARY
15573 GRAND AVE., LAKE ELSINORE, CALIFORNIA 92530 FEBRUARY 11, 2020

NORTH
0 10 20 30 40 feet
1" = 10'

Wilson Davis Associates
Landscape Architecture
2025 Litchfield Dr.
Riverside, CA 92503
Ph.(951) 353-2436
JOB NO. 2002

SCHEMATIC IRRIGATION PLAN

SCALE: 1" = 10'-0"

CUP190013

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190013. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1 AND - Preamble

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Conditional Use Permit No. 190013 and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

Advisory Notification. 2 AND - Project Description & Operational Limits

Commercial Cannabis Retail Store located within an existing 4,467 sq. ft. building and the accompanying storage space will be located within the adjacent, existing 1,741 sq. ft. metal building.

Advisory Notification. 3 AND - Design Guidelines

Compliance with applicable Design Guidelines:
1. 1st District Design Guidelines
2. County Wide Design Guidelines and Standards

Advisory Notification. 4 AND - Exhibits

The development of the premises shall conform substantially with that as shown on the following APPROVED EXHIBIT(S) Exhibit A (Site Plan), Exhibit B (Elevations), Exhibit C (Floor Plans), Exhibit D (Conceptual Grading Plan), Exhibit E (Conceptual Landscaping and Irrigation Plans), Exhibit F (Colors and Materials),

Advisory Notification. 5 AND - Federal, State & Local Regulation Compliance

1. Compliance with applicable Federal Regulations, including, but not limited to:
   - National Pollutant Discharge Elimination System (NPDES)
   - Clean Water Act

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

Advisory Notification. 5 AND - Federal, State & Local Regulation Compliance (cont.)

- Migratory Bird Treaty Act (MBTA)

2. Compliance with applicable State Regulations, including, but not limited to:
   - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
   - Government Code Section 66020 (90 Days to Protest)
   - Government Code Section 66499.37 (Hold Harmless)
   - State Subdivision Map Act
   - Native American Cultural Resources, and Human Remains (Inadvertent Find)
   - School District Impact Compliance
   - Civil Code Section 815.3 & Government Code Sections 65040.2 et al - SB 18 (Tribal Intergovernmental Consultation)
   - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)

3. Compliance with applicable County Regulations, including, but not limited to:
   - Ord. No. 348 (Land Use Planning and Zoning Regulations)
   - Ord. No. 413 (Regulating Vehicle Parking)
   - Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
   - Ord. No. 457 (Building Requirements)
   - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
   - Ord. No. 460 (Division of Land)
   - Ord. No. 461 (Road Improvement Standards)
   - Ord. No. 484 (Control of Blowing Sand)
   - Ord. No. 555 (Surface Mining and Reclamation)
   - Ord. No. 625 (Right to Farm)
   - Ord. No. 630 (Regulating Dogs and Cats)
   - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
   - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals) • Ord. No. 878 (Regarding Noisy Animals)
   - Ord. No. 655 (Regulating Light Pollution)
   - Ord. No. 671 (Consolidated Fees)
   - Ord. No. 679 (Directional Signs for Subdivisions)
   - Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley)
   - Ord. No. 787 (Fire Code)
   - Ord. No. 847 (Regulating Noise)
   - Ord. No. 857 (Business Licensing)
   - Ord. No. 859 (Water Efficient Landscape Requirements)
   - Ord. No. 915 (Regulating Outdoor Lighting)
   - Ord. No. 916 (Cottage Food Operations)
   - Ord. No. 925 (Prohibiting Marijuana Cultivating)
   - Ord. No. 927 (Regulating Short Term Rentals)
   - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

4. Mitigation Fee Ordinances

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

Advisory Notification. 5 AND - Federal, State & Local Regulation Compliance (cont.)

- Ord. No. 659 Development Impact Fees (DIF)
- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 673 Coachella Valley Transportation Uniform Mitigation Fee (CV TUMF)
- Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)
- Ord. No. 875 Coachella Valley Multiple Species Habitat Conservation Plan (CV MSHCP)

E Health

E Health. 1 ECP Comments

If contamination or the presence of a naturally occurring hazardous material is discovered at the site, assessment, investigation, and/or cleanup may be required. Contact Riverside County Environmental Health - Environmental Cleanup Programs at (951) 955-8980, for further information.

General

General. 1 General – Business Licensing

Every person conducting a business within the unincorporated area of Riverside County, as defined in Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Building and Safety Department.

General. 2 General – Causes for Revocation

In the event the use hereby permitted under this permit is found:

(a) to be in violation of the terms and conditions of this permit; and/or,

(b) to have been obtained by fraud or perjured testimony; and/or,

(c) to be detrimental to the public health, safety or general welfare, or is a public nuisance, then this permit shall be subject to revocation procedures.

General. 3 General – Ceased Operations

In the event the use hereby permitted ceases operation for a period of one (1) year or more, this Conditional Use Permit and accompanying Development Agreement approval shall become null and void.

General. 4 General – Hold Harmless

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside or its agents, officers, and employees ("COUNTY") from the following:

ADVISORY NOTIFICATION DOCUMENT

General

General. 4 General – Hold Harmless (cont.)

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the project, including, but not limited to, decisions made in response to California Public Records Act requests; and

(a) and (b) above are hereinafter collectively referred to as "LITIGATION."

The COUNTY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such LITIGATION or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such LITIGATION, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars ($20,000). Applicant/permittee shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from the records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the COUNTY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from COUNTY, applicant/permittee shall make such additional deposits.

General. 5 General – Human Remains

If human remains are found on this site, the developer/permit holder or any successor in interest shall comply with State Health and Safety Code Section 7050.5.

General. 6 General – Review Fees

Any subsequent submittals required by these conditions of approval, including but not limited to grading

ADVISORY NOTIFICATION DOCUMENT

General

General. 6 General – Review Fees (cont.)

plan, building plan, or mitigation and monitoring review, shall be reviewed on an hourly basis (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

General. 7 General – Unanticipated Resources

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit. If during ground disturbance activities, unanticipated cultural resources* are discovered, the following procedures shall be followed: All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist**, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

* A cultural resource site is defined, for this condition, as being a feature and/or three or more artifacts in close association with each other.

** If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the significance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

Planning

Planning. 1 General - A. Application Requirements

At the time of filing the application for a Commercial Cannabis Activity on a form provided by the Planning Department, the applicant shall also provide the applicable fee for processing the land use permit application. All entitlement fees shall be paid in full, prior to operating the cannabis business. Ord. 348 Article XIXh

Planning. 2 General - B. State License Required

Obtain and maintain during the life of the Commercial Cannabis Activity the applicable California license issued pursuant to California Business and Professions Code Sections 19300.7 or 26050(a) as may be amended from time to time. Ord. 348 Article XIXh

Planning. 3 General - C. Suspension, Revocation, or Termination of State License

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 3 General - C. Suspension, Revocation, or Termination of State License

Suspension of a license issued by the State of California, or by any State licensing authority, shall immediately suspend the ability of a Commercial Cannabis Activity to operate within the County until the State, or its respective State licensing authority, reinstates or reissues the State license. Revocation or termination of a license by the State of California, or by any State licensing authority, will also be grounds to revoke or terminate any conditional use permit granted to a Commercial Cannabis Activity pursuant to this Article. Ord. 348 Article XIXh

Planning. 4 General - D. Health and Safety

Commercial Cannabis Activities shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public. Commercial Cannabis Activities shall not create a public nuisance or adversely affect the health or safety of the nearby residents, businesses or employees working at the Commercial Cannabis Activity by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, and runoff of water, pesticides or wastes. Ord. 348 Article XIXh

Planning. 5 General - E. Development Agreement

No approval required by this ordinance shall be given for any permit for a Commercial Cannabis Activity unless the Board of Supervisors prior to or concurrently with approves a development agreement, pursuant to Section 18.26b of this ordinance, setting forth the terms and conditions under which the Commercial Cannabis Activity will operate in addition to the requirements of Ordinance 348, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a Commercial Cannabis Activity shall be allowed to begin until the development agreement is effective.

Planning. 6 General - F. Nuisance Odors

All Commercial Cannabis Activities shall be sited and operated in a manner that prevents Cannabis nuisance odors from being detected offsite. All Commercial Cannabis Activities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Commercial Cannabis Activity that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the Commercial Cannabis Activity. In order to control nuisances such as odors, humidity and mold, Commercial Cannabis Activities shall install and maintain at the minimum, the following equipment, or any other equipment that can be proven to be an equally or more effective method or technology to control these nuisances: Ord. 348 Article XIXh

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 6 General - F. Nuisance Odors (cont.)

outside of the Commercial Cannabis Activity.

Planning. 7 General - G. Commercial Cannabis Activity Operator Qualifications

1. All operators and all employees of a Commercial Cannabis Activity must be 21 years of age or older.

2. Operators shall be subject to background checks.

3. Permits for Commercial Cannabis Activities shall not be granted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code and subdivision (c) of Section 1192.7 of the Penal Code.

4. Applicants providing false or misleading information in the permitting process will result in rejection of the application or nullification or revocation of any permit granted pursuant to this Article. Ord. 348 Article XIXh

Planning. 8 General - H. Relocation of a Permitted Commercial Cannabis Activity

In the event the permittee or successor in interest vacates and relocates the Commercial Cannabis Activity to a new location, a new conditional use permit will need to be granted by the County in accordance with this ordinance prior to commencing operations at the new location.

Planning. 9 General - I. Hours of Operation

A Commercial Cannabis Activity operating as a Cannabis Retailer may be open to the public seven days a week only between the hours of 6:00 A.M. and 10:00 P.M. All other Commercial Cannabis Activities may operate only during the hours specified in the conditional use permit granted by the County. Ord. 348 Article XIXh

Planning. 10 General - J. Inspections

A Commercial Cannabis Activity shall be subject to inspections by appropriate local and State agencies, including, but not limited to, the Riverside County Departments of Code Enforcement, Planning, Fire, Public Health, Environmental Health, the Agricultural Commissioner's Office and the Sheriff's Department. Ord. 348 Article XIXh

Planning. 11 General - K. Monitoring Program

Permittees of a Commercial Cannabis Activity shall participate in the County's monitoring program to verify permit requirements such as, but not limited to, security measures, water use and State track-and-trace requirements. Ord. 348 Article XIXh

Planning. 12 General - L. Restriction on Alcohol and Tobacco Sales or

Commercial Cannabis Activities shall not allow the sale, dispensing, or consumption of alcoholic beverages or tobacco on the site of the Commercial Cannabis Activity.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 12 **General - L. Restriction on Alcohol and Tobacco Sales or Consumption (cont.)**

Ord. 348 Article XIXh

Planning. 13 **General - M. Restriction on Consumption**

Cannabis shall not be consumed or used on the lot of any Commercial Cannabis Activity. Ord. 348 Article XIXh

Planning. 14 **General - N. Security - Part 1**

A Commercial Cannabis Activity shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent the theft of Cannabis or Cannabis Products at the Commercial Cannabis Activity and to ensure emergency access in accordance with applicable Fire Code standards. Guard dogs shall not be used at the Commercial Cannabis Activity as a security measure. Security measures shall include, but not be limited to, the following:

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.

2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.

3. A professionally installed, maintained, and monitored alarm system.

4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.

5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request. Ord. 348 Article XIXh

Planning. 15 **General - N. Security - Part 2**

6. Sensors shall be installed to detect entry and exit from all secure areas.

7. Panic buttons shall be installed in all Commercial Cannabis Activities.

8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.

9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.

Planning

Planning. 15 General - N. Security - Part 2 (cont.)

10. A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.

11. A Commercial Cannabis Activity shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.

12. The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sheriff's Department immediately after discovering any of the following:

a. Significant discrepancies identified during inventory.

b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.

c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.

d. Any other breach of security.

13. Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel.

14. Cannabis or Cannabis Products shall not be stored outside at any time. Ord. 348 Article XIXh

Planning. 16 General - O. Permit and License Posting

The permittee shall post or cause to be posted at the Commercial Cannabis Activity all required County and State permits and licenses to operate. Such posting shall be in a central location, visible to the patrons, and in all vehicles that deliver or transport Cannabis. Ord. 348 Article XIXh

Planning. 17 General - P. Signage

Signage for a Commercial Cannabis Activity shall comply with the following:
1. In addition to the requirements set forth in this section and California Business and Professions Code section 26152 as may be amended, business identification signage for a Commercial Cannabis Activity shall comply with Section 19.4 of Ordinance 348.
2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.
3. No Commercial Cannabis Activity shall publish or distribute advertising or marketing that is attractive to children.
4. No Commercial Cannabis shall advertise or market Cannabis or Cannabis Products on motor vehicles.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 17 General - P. Signage (cont.)

5. Except for advertising signs inside a licensed Premises and provided that such advertising signs do not advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.
6. No signs placed on the lot of a Commercial Cannabis Activity shall obstruct any entrance or exit to the building or any window.
7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.
8. Signage shall not be directly illuminated, internally or externally.
9. No banners, flags, billboards, or other prohibited signs may be used at any time. Ord. 348 Article XIXh

Planning. 18 General - Q. Records

1. Each owner and permittee of a Commercial Cannabis Activity shall maintain clear and adequate records and documentation demonstrating that all Cannabis or Cannabis Products have been obtained from and are provided to other permitted and licensed Cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon written request.

2. Each owner and permittee of a Commercial Cannabis Activity shall maintain a current register of the names and contact information, including name, address, and telephone number, of anyone owning or holding an ownership interest in the Commercial Cannabis Activity, and of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the Commercial Cannabis Activity. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.

3. All Commercial Cannabis Activities shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all Cannabis and Cannabis Products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient, primary caregiver for medical purpose or an adult 21 years of age or older who qualifies to purchase adult-use Cannabis. Ord. 348 Article XIXh

Planning. 19 General - R. Water

All Commercial Cannabis Activities shall obtain a 'Will Serve' letter from the applicable water purveyor, indicating agreement to supply water for the Commercial Cannabis Activity. The letter shall include the activity proposed and any improvements required for service. For Commercial Cannabis Activities where water service is not available, conditions from the Department of Environmental Health for a permitted onsite, in-ground well will be required for the conditional use permit. Irrigation and domestic water supplies shall not include water transported by vehicle from off-site sources.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 19 General - R. Water (cont.)

Ord. 348 Article XIXh

Planning. 20 General - S. Waste Water

All Commercial Cannabis Activities shall obtain a 'Will Serve' letter from the applicable sanitary sewer purveyor, indicating agreement to supply sewer for the Commercial Cannabis Activity. The letter shall include the activity proposed and any improvements required for service. For Commercial Cannabis Activities where sewer service is not available, conditions from the Department of Environmental Health will be required for the conditional use permit. Where sanitary sewer is not available, the applicant shall obtain clearance from the appropriate regional water quality control board.

Planning. 21 General - T. Parking

Parking shall be provided in accordance with Section 18.12 of Ordinance 348. Ord. 348 Article XIXh

Planning. 22 General - U. Visibility

In no case shall Live Cannabis Plants be visible from a public or private road, sidewalk, park or common public viewing area. Ord. 348 Article XIXh

Planning. 23 General - V. Hazardous Materials

All Commercial Cannabis Activities that utilize hazardous materials shall comply with applicable hazardous waste generator, Riverside County Ordinance No. 615, and hazardous materials handling, Riverside County Ordinance No. 651, requirements and maintain any applicable permits for these programs from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner. Ord. 348 Article XIXh

Planning. 24 General - W. Compliance with Local and State Laws and Regulations

1. All Commercial Cannabis Activities shall comply with all applicable local and State laws, ordinances and regulations related to, but not limited to, the following: the California Environmental Quality Act, California Building Code, California Fire Code, Riverside County Ordinance No. 787, Riverside County Ordinance No. 457, Riverside County Ordinance No. 657, Riverside County Ordinance No. 745, Airport Land Use Compatibility Plans, weights and measures regulations, track and trace requirements, pesticide use, water quality, storm water discharge and the grading of land.

2. All buildings and structures, including greenhouse, hoop structures, or other similar structures shall comply with all applicable Building, Fire, and Safety laws and regulations. All buildings and structures shall be reviewed by the Riverside County Building and Safety Department in accordance with the California Building Code and Riverside County Ordinance No. 457 and by the Riverside County Fire Department in accordance with Riverside County Ordinance No. 787 and the California Fire Code.

Planning. 25 General - X. Material Alterations to Premises

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 25 General - X. Material Alterations to Premises (cont.)

No physical change, alteration, or modification shall be made to a Premises without first obtaining the appropriate approvals from the County, including but not limited a substantial conformance or revised permit and all other necessary permits. Alterations or modifications requiring approval include, without limitation: (i) the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway, or passage alters or changes limited-access areas within the Premises; (ii) the removal, creation, addition, or relocation of a Cultivation Area; (iii) or the addition or alteration of a water supply. The requirement of this Section is in addition to compliance with any other applicable State or local law or regulation pertaining to approval of building modifications, zoning, and land use requirements. In the event that the proposed modification requires a new or modified conditional use permit such permit must be obtained prior to issuance of building permits. Ord. 348 Article XIXh

Planning. 26 LCP Landscape Concept Plan required at project submittal

LCP Landscape Concept Plan required at project submittal

Provide a single digital file in PDF form on a non-rewritable Compact Disc (CD) media with a Landscape Concept Plan (LCP) on County standard Transportation Department Title Block plan sheet format (24" x 36"), 1:20 scale, with title block, north arrow, limit of work lines, hardscape features, graphic scale, and street names, etc. Plan shall clearly depict concept designs for the expected future final landscaping, shading, and parking plan. Final landscape plans will be required to be submitted, reviewed, and approved prior to the issuance of building permits.

The LCP shall be prepared in a professional manner by a California Licensed/Registered Landscape Architect and signed/stamped by such.

For basic guidance, please review Section 18.12, Sections 19.300 through 19.304 of Ordinance No. 348, Ordinance No. 859, and the Riverside County Guide to California Friendly Landscaping. No irrigation system information is required but the plan shall include an estimated annual water use calculation for irrigation on the project. Conceptual plan shall also provide information on the size, number, genus, species, common name, spacing, plant factor, size, and symbol of trees, bushes and ground cover to be provided within landscaped areas and in other open space areas within the project. Plants must be selected from the Riverside County California Friendly Plant List. Water efficient planting materials are encouraged. Special features, such as rockwork, fencing, water features, existing plants to remain, MSHCP regulated areas, ALUC flight areas, recreational trails, and uses shall be identified.

Planting plans shall consider existing landscaping on adjacent and nearby properties and provide a logical transition to the on-site landscaping concepts with designs to prevent abrupt contrasts between properties, typically show 300 feet from project boundary.

If impacts to on-site or nearby biological resources require special treatments, the planting plans shall be reviewed and approved by a professional biologist from the County's official list.

If the project is in the Coachella Valley, the landscape architect shall coordinate with the Riverside County

Planning

Planning. 26 LCP Landscape Concept Plan required at project submittal (cont.)

Agricultural Commissioner's for a current list of quarantine plant materials. The number for the Agricultural Commissioner's office is 760-863-8291.

Planning-All

Planning-All. 1 Cannabis Retail Operations - 1

Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location.

Planning-All. 2 Cannabis Retail Operations - 10

Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.

Planning-All. 3 Cannabis Retail Operations - 11

Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.

Planning-All. 4 Cannabis Retail Operations - 12

Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.

Planning-All. 5 Cannabis Retail Operations - 13

Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.

Planning-All. 6 Cannabis Retail Operations - 14

Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.

Planning-All. 7 Cannabis Retail Operations - 2

Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation.

Planning-All. 8 Cannabis Retail Operations - 3

Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State.

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 8 Cannabis Retail Operations - 3 (cont.)

Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age.

Planning-All. 9 Cannabis Retail Operations - 4

A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age.

Planning-All. 10 Cannabis Retail Operations - 5

Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours.

Planning-All. 11 Cannabis Retail Operations - 6

Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area.

Planning-All. 12 Cannabis Retail Operations - 7

Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods.

Planning-All. 13 Cannabis Retail Operations - 8

Restroom facilities shall be locked and under the control of the Cannabis Retailer.

Planning-All. 14 Cannabis Retail Operations - 9

Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.

Transportation

Transportation. 1 Trans General Conditions

General Conditions

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 Trans General Conditions (cont.)

occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

2. Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site: http://rctlma.org/trans/. If you have questions, please call the Plan Check Section at (951) 955-6527.

Transportation. 1 Trans General Conditions

General Conditions

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

2. A signing and striping plan is required for this project. The Project shall be responsible for any additional paving and/or striping removal caused by the striping plan or as approved by the Director of Transportation.

3. Alternations to natural drainage patterns shall require protecting downstream properties by means approved by the Transportation Department.

4. If the Transportation Department allows the use of streets for drainage purposes, the 10-year discharge shall be contained in the top of curb or asphalt concrete dikes, and the 100-year discharge shall be contained in the street right-of-way.

5. Vacating/abandoning of existing public rights-of-way along GRAND AVENUE, FROM THE FACE OF EXISTING BLOCK WALL TO THE PROPERTY LINE, requires a separate request from the Project that is approved by the Board of Supervisors. If said public rights-of-way is also County owned land, it may be necessary to enter into an agreement with the County for its purchase or exchange.

6. The project shall comply with the most current ADA requirements. Ramps shall be constructed at all 4 legs of 4-way intersections and "T" intersections per Standard No. 403, sheets 1 through 7 of Ordinance 461.

7. The Project shall obtain approval of ADA Ramps, sidewalks, and street improvement plans from the Transportation Department. Improvement plans shall be based upon approval of the Director of Transportation.

8. Additional information, standards, ordinances, policies, and design guidelines can be obtained from the

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 Trans General Conditions (cont.)

Transportation Department Web site: http://rctlma.org/trans/. If you have questions, please call the Plan Check Section at (951) 955 6527.

Waste Resources

Waste Resources. 1 Waste - General

*Hazardous materials are not accepted at Riverside County landfills. In compliance with federal, state, and local regulations and ordinances, any hazardous waste generated in association with the project shall be disposed of at a permitted Hazardous Waste disposal facility. Hazardous waste materials include, but are not limited to, paint, batteries, oil, asbestos, and solvents. For further information regarding the determination, transport, and disposal of hazardous waste, please contact the Riverside County Department of Environmental Health, Environmental Protection and Oversight Division. *AB 341 focuses on increased commercial waste recycling as a method to reduce greenhouse gas (GHG) emissions. The regulation requires businesses and organizations that generate four or more cubic yards of waste per week and multifamily units of 5 or more, to recycle. A business shall take at least one of the following actions in order to reuse, recycle, compost, or otherwise divert commercial solid waste from disposal:

• Source separate recyclable and/or compostable material from solid waste and donate or self-haul the material to recycling facilities.
• Subscribe to a recycling service with their waste hauler.
• Provide recycling service to their tenants (if commercial or multi-family complex).
• Demonstrate compliance with the requirements of California Code of Regulations Title 14. For more information, please visit: www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory *The use of mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries is recommended. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility. *Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project. *AB 1826 requires businesses and multifamily complexes to arrange for organic waste recycling services. Those subject to AB 1826 shall take at least one of the following actions in order to divert organic waste from disposal: -Source separate organic material from all other recyclables and donate or self-haul to a permitted organic waste processing facility. -Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler to ensure the waste generated from those services meet the requirements of AB 1826.

Plan: CUP190013

Parcel: 387103006

60. Prior To Grading Permit Issuance

Transportation

060 - Transportation. 1 SUBMIT GRADING PLANS Not Satisfied

The project proponent shall submit two sets of grading plans (24" x 36") to the Transportation Department for review and approval. If road right of way improvements are required, the project proponent shall submit street improvement plans for review and approval, open an IP account, and pay for all associated fees in order to clear this condition. The Standard plan check turnaround time is 10 working days. Approval is required prior to issuance of a grading permit.

060 - Transportation. 2 SUBMIT PLANS Not Satisfied

Prior to the issuance of a building permit, the owner / applicant may be required to submit a Water Quality Management Plan (WQMP), on one PDF on two CD copies, if the development of the parcel(s) meets or exceeds any of the thresholds outlined in the WQMP guidance document. If it is determined that a WQMP is required, the owner applicant shall be required to submit a WQMP and associated plans for review and approval prior to issuance of building permit. More information can be found at the following website.

http://rcflood.org/npdes/

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1 Water and Sewer Not Satisfied

Prior to building permit, provide current documentation from the appropriate purveyor(s) for the establishment of water and sewer service for this project. List information about water and wastewater on exhibits. Only domestic wastewater from restrooms and kitchens can be discharged to sewer. Other waste, including industrial waste, cannot be discharged to sewer without written approval from the Regional Water Quality Control Board and the sewer agency. It is the responsibility of the applicant to ensure that all requirements to obtain potable water service and sanitary sewer service are met with the appropriate purveyors, as well as, all other applicable agencies. Contact DEH Land Use at 951-955-8980 for any questions.
If sewer is not available and the use of septic is proposed, a C-42 certification of the existing system must be provided to our department for review, along with information about maximum daily expected customers, maximum number of employees and customer access to restrooms.

Fire

080 - Fire. 1 Prior to permit Not Satisfied

1. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet to a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 ½" x 2 ½") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3.)
2. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3)

080 - Fire. 2 Prior to permit Not Satisfied

Plan: CUP190013 Parcel: 387103006

80. Prior To Building Permit Issuance

Fire

080 - Fire. 2 Prior to permit (cont.) Not Satisfied

Business Plan Required
Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours, the use of any delayed egress/ingress systems (limited access passages) and if open flame devices will be on site.

080 - Fire. 3 Prior to permit Not Satisfied

1. The Fire Department emergency vehicular access road shall be (all weather surface) capable of sustaining an imposed load of 75,000 lbs. GVW. The approved fire access road shall be in place during the time of construction. Temporary fire access roads shall be approved by the Office of the Fire Marshal. (CFC 501.4)
2. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Office of the Fire Marshal. (CFC 501.4)
3. Fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) as approved by the Office of the Fire Marshal and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1)

080 - Fire. 4 Prior to permit Not Satisfied

Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.
The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering a minimum of 1750 gpm for 2 hours at 20 PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

Planning

080 - Planning. 1 0080-Planning-USE - CONFORM TO ELEVATIONS Not Satisfied

Elevations of all buildings and structures submitted for building plan check approval shall be in substantial conformance with the elevations shown on APPROVED EXHIBIT

080 - Planning. 2 0080-Planning-USE - CONFORM TO FLOOR PLANS Not Satisfied

Floor plans shall be in substantial conformance with that shown on APPROVED EXHIBIT

Survey

080 - Survey. 1 Survey Not Satisfied

1. Prior to doing any work within the road right of way, if survey monuments including centerline monuments, tie points, property corners and benchmarks found it shall be located and tied out and corner records filed with the County Surveyor pursuant to Section 8771 of the Business &

Plan: CUP190013

Parcel: 387103006

80. Prior To Building Permit Issuance

Survey

080 - Survey. 1 Survey (cont.) Not Satisfied

Professions Code. Survey points destroyed during construction shall be reset, and a second corner record filed for those points prior to completion and acceptance of the improvements.

2. The project proponent, by his/her design, is requesting a vacation of the existing dedicated rights of way along GRAND AVENUE, FROM THE FACE OF EXISTING BLOCK WALL TO THE PROPERTY LINE. The project proponent shall apply under a separate application with the County Surveyor for a conditional vacation of Grand Avenue, and receive a Board of Supervisors decision. Should the Board of Supervisors fail to approve said vacation request, the project proponent shall re-design the project, utilizing the existing rights-of-way.

Transportation

080 - Transportation. 1 SUBMIT PLANS Not Satisfied

This condition applies if a grading permit is not required.

Prior to the issuance of a building permit, the owner / applicant may be required to submit a Water Quality Management Plan (WQMP), on one PDF on two CD copies, if the development of the parcel(s) meets or exceeds any of the thresholds outlined in the WQMP guidance document. If it is determined that a WQMP is required, the owner applicant shall be required to submit a WQMP and associated plans for review and approval prior to issuance of building permit. More information can be found at the following website.

http://rcflood.org/npdes/

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 Hazmat Not Satisfied

The facility will require a business emergency plan for the storage of hazardous materials if greater than 55 gallons, 200 cubic feet or 500 pounds, or any acutely hazardous materials or extremely hazardous substances is handled or stored on the premises. Additionally, THC extraction or other processing activities may require a permit from DEH Hazmat. Contact Hazmat at 951-358-5055 for any questions.

Fire

090 - Fire. 1 Prior to final Not Satisfied

Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official.
All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches and remote actuating devices, for access by emergency personnel. (CFC 506.1)
Any limited access devices shall be reviewed and accepted by the fire department, prior to final approval.

Planning

090 - Planning. 1 0090-Planning-USE - ACCESSIBLE PARKING Not Satisfied

Plan: CUP190013 Parcel: 387103006

90. Prior to Building Final Inspection

Planning

090 - Planning. 1 0090-Planning-USE - ACCESSIBLE PARKING (cont.) Not Satisfied

A minimum of One (1) accessible parking space for persons with disabilities shall be provided as shown on APPROVED EXHIBIT A. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility. The sign shall not be smaller than 70 square inches in area and shall be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade, or centered at a minimum height of 36 inches from the parking space finished grade, ground, or sidewalk.

090 - Planning. 2 0090-Planning-USE - ROOF EQUIPMENT SHIELDING Not Satisfied

Roof-mounted equipment shall be shielded from ground view. Screening material shall be subject to Planning Department approval.

090 - Planning. 3 0090-Planning-USE - TRASH ENCLOSURES Not Satisfied

One (1) trash enclosure which is adequate to enclose a minimum of 2 bins shall be located as shown on the APPROVED EXHIBIT A, and shall be constructed prior to the issuance of occupancy permits. The enclosure(s) shall be a minimum of six (6) feet in height and shall be made with masonry block and landscaping screening and a solid gate which screens the bins from external view. Additional enclosed area for collection of recyclable materials shall be located within, near or adjacent to each trash and rubbish disposal area. The recycling collection area shall be a minimum of fifty percent (50%) of the area provided for the trash/rubbish enclosure(s) or as approved by the Riverside County Waste Management Department. All recycling bins shall be labeled with the universal recycling symbol and with signage indicating to the users the type of material to be deposited in each bin.
Previous location of trash enclosure shall be completed demolished to make space for proposed parking area.

090 - Planning. 4 090 - Obtain State License Not Satisfied

Prior to final of the building permit or certificate of occupancy, whichever occurs first; obtain the California State License for Commercial Cannabis Activity. The applicable California license issued is pursuant to California Business and Professions Code Sections 19300.7 or 26050(a), or equivalent and as may be amended from time to time.

Provide a copy of the State License for Commercial Cannabis Activity to the Riverside County Planning Department.

090 - Planning. 5 090 - Sheriff's Signage for No Loitering Not Satisfied

Prior to final of the building permit or certificate of occupancy, whichever occurs first; acquire a "no loitering" signs from the Riverside County Sheriff's Department. Said signage provides additional authorization for the Riverside County Sheriff's Department to assist, as needed on site.

Transportation

090 - Transportation. 1 ADA RAMPS CONSTRUCT/RECONSTRUCT Not Satisfied

The project shall comply with the most current ADA requirements. Ramps shall be constructed at all 4 legs of 4-way intersections and "T" intersections per draft Standard No. 403, sheets 1 through 7 of Ordinance 461 and as directed by the Director of Transportation.

Plan: CUP190013 Parcel: 387103006

90. Prior to Building Final Inspection

Transportation

090 - Transportation. 1 ADA RAMPS CONSTRUCT/RECONSTRUCT (cont.) Not Satisfied

090 - Transportation. 2 No parking sign Not Satisfied

A signing and striping plan is required for this project. The Project shall be responsible for any additional paving and/or striping removal caused by the striping plan or as approved by the Director of Transportation.

NOTE:
This condition has requested by the first supervisor's District:
No parking sign shall be installed along the Perimeter of project site.

090 - Transportation. 3 Relocate Gate Not Satisfied

Gates shall be installed/relocated 35' radial from the flow-line of adjacent streets.

090 - Transportation. 4 WQMP COMPLETION Not Satisfied

If the project proposes to exceed the impervious thresholds found in the WQMP guidance document, the applicant will be required to acceptably install all structural BMPs described in the Project Specific WQMP, provide an Engineer WQMP certification, GPS location of all BMPs, and ensure that the requirements for permanent inspection and maintenance the BMPs are established with a BMP maintenance agreement.

090 - Transportation. 5 WRCOG TUMF Not Satisfied

Payment of Transportation Fees
Prior to the time of issuance of a Certificate of Occupancy or upon final inspection, whichever occurs first, the Project shall pay fees in accordance with the fee schedule in effect at the time of payment:
• Transportation Uniform Mitigation Fees (TUMF) in accordance with Ordinance No. 824.

Waste Resources

090 - Waste Resources. 1 Waste - Commercial and Organics Recycling Not Satisfied

Prior to final inspection, the applicant shall complete a Mandatory Commercial Recycling and Organics Recycling Compliance form (Form D). Form D requires applicants to identify programs or plans that address commercial and organics recycling, in compliance with State legislation/regulation. Once completed, Form D shall be submitted to the Recycling Section of the Department of Waste Resources for approval. To obtain Form D, please contact the Recycling Section at 951-486-3200, or email to: Waste-CompostingRecycling@rivco.org.

DEVELOPMENT AGREEMENT NO. 1900008

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 (hereinafter "OWNER"):

Michael Lee
John T. Rankins

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 $18.00 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.

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 re-construction 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 or 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. 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. 190013) 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 ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190013.

(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, l2th Floor
Riverside, CA 92501
Fax No. (95 l) 955-1817

and

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

If to OWNER:

John T. Rankins
2654 W. Horizon Ridge Pkwy
Henderson, NV 89052

(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 OWN ER'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(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject

to a development agreement, 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 Subdivision Map Act and 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 190006, 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 annual increases in an amount of 5%. 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. 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 specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

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 XIIID 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 written 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. 190013 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. 190013

and consistency with the Request for Proposal Responses associated with CAN 190006 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 hisrecommended 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 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)

Dated:_____ OWNER: Michael Lee

By: _____

Dated:_____ OWNER: John T. Rankins

By:_____

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

EXHIBIT "A"

Development Agreement No. 1900008

LEGAL DESCRIPTION OF PROPERTY

LOT(S) 1 AND "D", OF AMENDED MAPS OF THE SUBDIVISION OF A PORTION OF OLIVE ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CAIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LOT "D" HAVING BEEN VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY. A CERTIFICATE COPY OF WHICH RESOLUTION WAS RECORDED MARCH 21, 1934 IN BOOK 164 PAGE 380, OFFICIAL RECORDS.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GRAND AVENUE (80.00 FEET WIDE) AND THE WESTERLY RIGHT OF WAY LINE OF MACY STREET (30.00 FEET WIDE); THENCE SOUTH 36°31'10" WEST ALONG SAID WESTERLY LINE OF MACY STREET, A DISTANCE OF 38.00 FEET; THENCE NORTH 8°28'48" WEST, A DISTANCE OF 32.52 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GRAND AVENUE; THENCE NORTH 53°29'00" WEST ALONG SAID PARALLEL LINE IN A DISTANCE OF 188.75 FEET; THENCE SOUTH 81°31'38" WEST A DISTANCE OF 32.52 FEET TO A POINT ON THE EASTERLY LINE OF LIME STREET (60.00 FEET WIDE) DISTANT SOUTH 36°32'18" WEST, 37.99 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 36°32'18" EAST A DISTANCE OF 37.99 FEET FROM THE NORTHWESTERLY CORNER; THENCE NORTH 36°32'18" EAST A DISTANCE OF 37.99 FEET TO SAID NORTHERLY CORNER OF LOT 1; THENCE SOUTH 53°29'00" EAST, ALONG SAID SOUTHERLY LINE OF GRAND AVENUE, A DISTANCE OF 234.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL ACCESS AND RIGHT OF INGRESS AND EGRESS BETWEEN THE GRANTOR'S REMAINING PORTION OF SAID LOT 1 AND SAID GRAND AVENUE.

EXHIBIT "B"

Development Agreement No. 1900008

MAP OF PROPERTY AND ITS LOCATION

EXHIBIT "C"

Development Agreement No. 1900008

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS:
Conditional Use Permit No. 190013
Plot Plan No. 0416S1
Plot Plan No. 13387
Plot Plan No. 13387S1
Plot Plan No. 13387S2
Plot Plan No. 13387S3
Plot Plan No. 13387S4

The development approvals listed above include the approved maps and all conditions of approval.

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. 1900008

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. 348.4913
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.

EXHIBIT "E"

Development Agreement No. 1900008

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190013 permits a storefront retail cannabis business within a 5,000 square foot building.

EXHIBIT "F"

Development Agreement No. 1900008

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190013 includes a building totaling 5,000 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is $18.00 per square foot. Therefore, the public base benefit payment will be $90,000 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900008

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 5,000 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900008

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be $112,500.00 with an annual increase of 5%. 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 190006, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

DEVELOPMENT ADVISORY COMMITTEE ("DAC")
SECOND CASE TRANSMITTAL
RIVERSIDE COUNTY PLANNING DEPARTMENT – RIVERSIDE
PO Box 1409
Riverside, 92502-1409

DATE: October 24, 2019

TO:

Riv. Co. Fire Department (Riv. Office)
Riv. Co. Trans. Dept. – Landscape Section
Board of Supervisors - Supervisor: Kevin Jeffries
City of Corona Sphere of Influence
Western Municipal Water District (WMWD)

DEVELOPMENT AGREEMENT NO. 1900008, CONDITIONAL USE PERMIT NO. 190013 – CEQ190077 – Applicant: Michael Lee – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Commercial Retail (CR) (0.20 – 0.35 FAR) – Location: North of Lake Terrace Dr, east of Riverside Dr, south of Grand Ave, and west of State Highway 74 – .53 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No 1900008 would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsonore Area. Conditional Use Permit No. 190013 proposes to use an existing building as a storefront for a retail cannabis business with existing parking – APN: 387-103-006 – Related Cases: CAN1900006, CEQ190077, DA1900008 – **BBID: 821-521-929**

DAC staff members and other listed Riverside County Agencies, Departments and Districts staff: A Bluebeam invitation has been emailed to appropriate staff members so they can view and markup the map(s) and/or exhibit(s) for the above-described project. Please have your markups completed and draft conditions in the Public Land Use System (PLUS) on or before the indicated DAC date. If it is determined that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and DENY the PLUS routing on or before the above date. This case is scheduled for a **DAC internal review on November 7, 2019**. Once the route is complete, and the approval screen is approved with or without corrections, the project can be scheduled for a public hearing.

Any questions regarding this project, should be directed to Project Planner: Mina Morgan at 951-955-6035 or email at Mimorgan@RIVCO.ORG

Public Hearing Path: *Administrative Action:* ☐ *DH:* ☐ *PC:* ☒ *BOS:* ☒

DATE: 10/24/19 SIGNATURE: R. S. Lyn

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Y:\Planning Case Files-Riverside office\CUP190013\2nd Submittal\Admin Docs\DAC Transmittal Forms\CUP190013 2nd Case Transmittal.docx

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

COMMENTS:

Comments on CUP 190013
Development Agreement 1900008 – Cannabis
Grand Avenue & Macy Street

1. The Applicant shall make a public presentation to the Lakeland Village Community Advisory Council. Please contact Tricia Almiron at 951-955-1010 or TAlmiron@RIVCO.org
2. The Applicant shall select, describe and submit a detailed description of their proposed Community Benefit (see attached list).
3. No Parking signs shall be added along to all three street frontages bordering this location. Signage shall also be added to deter customers from parking in front of residences along Macy and Lime Streets.
4. The building, parking lot and landscaping shall be maintained in good order while vacant and once occupancy is granted. Graffiti, trash, debris and dead foliage shall not be permitted to linger.
5. The existing landscaping could be freshened up with a few additional plantings subject to approval by TLMA.

DATE: 10/24/14 SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Typical First District "Public Benefit" options for all First District cannabis operators to consider:

A. Assist with funding and/or promoting organized community clean-up events.
B. Fund roadside weed abatement, clean-up or beautification efforts in local community.
C. Fund covered bus shelters in the local community.
D. Assist with funding for security guard(s) at community center or parks or special events.
E. Fund programs, or physical upgrades / enhancements at local community center or park.
F. Fund sidewalk installations in vicinity & local community.
G. Fund "Welcome to (community name)" monument signs.
H. Fund community sports fields, trails, or upgrades/enhancements.
I. Fund local equestrian trails &/or facilities (in appropriate communities).
J. Fund local street sweeping services.
K. Fund Sheriff CSO or enhanced Deputy Patrol (possibly join with other local cannabis operators).
L. Fund local CERT/Disaster preparedness programs, supplies or training.

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

☐ PLOT PLAN ☐ PUBLIC USE PERMIT ☐ VARIANCE
☒ CONDITIONAL USE PERMIT ☐ TEMPORARY USE PERMIT

☐ REVISED PERMIT Original Case No. CUP190013

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: Michael Lee

Contact Person: Anthony Hicks E-Mail: Hicks1206@gmail.com

Mailing Address: 15573 Grand Ave
Street
Lake Elsinore CA 92530
City *State* *ZIP*

Daytime Phone No: (951) 880-6158 Fax No: (____) ____

Engineer/Representative Name: ____

Contact Person: ____ E-Mail: ____

Mailing Address: ____
Street
City *State* *ZIP*

Daytime Phone No: (____) ____ Fax No: (____) ____

Property Owner Name: John T Rankins

Contact Person: ____ E-Mail: ____

Mailing Address: 2654 W Horizon Ridge Pkwy
Street
Henderson NV 89052
City *State* *ZIP*

Daytime Phone No: (____) ____ Fax No: (____) ____

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 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7555

APPLICATION FOR LAND USE AND DEVELOPMENT

☐ Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

John T Rankins	
PRINTED NAME OF PROPERTY OWNER(S)	*SIGNATURE OF PROPERTY OWNER(S)*
PRINTED NAME OF PROPERTY OWNER(S)	*SIGNATURE OF PROPERTY OWNER(S)*

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 387-103-006

Approximate Gross Acreage: .53 acres

General location (nearby or cross streets): North of Lake Terrace Dr., South of Grand Ave, East of Riverside Dr., West of S-H 74.

PROJECT PROPOSAL:

Describe the proposed project.

Commercial Cannabis Storefront Retail

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): _____

Number of existing lots: _____

EXISTING Buildings/Structures: Yes ☐ No ☐						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1					☐	
2					☐	
3					☐	
4					☐	
5					☐	
6					☐	
7					☐	
8					☐	
9					☐	
10					☐	

Place check in the applicable row, if building or structure is proposed to be removed.

PROPOSED Buildings/Structures: Yes ☐ No ☐				
No.*	Square Feet	Height	Stories	Use/Function
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROPOSED Outdoor Uses/Areas: Yes ☐ No ☐		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

6		
7		
8		
9		
10		

* *Match to Buildings/Structures/Outdoor Uses/Areas identified on Exhibit "A".*

☐ Check this box if additional buildings/structures exist or are proposed, and attach additional page(s) to identify them.)

Related cases filed in conjunction with this application:

_____

_____

_____

Are there previous development applications filed on the subject property: Yes ☐ No ☐

If yes, provide Application No(s). _____
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) _____ EIR No. (if applicable): _____

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes ☐ No ☐

If yes, indicate the type of report(s) and provide a signed copy(ies): _____

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes ☐ No ☐

Is this an application for a development permit? Yes ☐ No ☐

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to Riverside County's Map My County website to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

☐ Santa Ana River/San Jacinto Valley

☐ Santa Margarita River

☐ Whitewater River

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: Michael Lee

Address: 15573 Grand Ave, Lake Elsinore, CA 92530

Phone number: 951-880-6158

Address of site (street name and number if available, and ZIP Code): 15573 Grand Ave, 92530

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: 387-103-006

Specify any list pursuant to Section 65962.5 of the Government Code: _____

Regulatory Identification number: _____

Date of list: _____

Applicant: Michael Lee Date 07/01/2019

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes ☐ No ☐

2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes ☐ No ☐

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) _____ Date 7/15/19

Owner/Authorized Agent (2) _____ Date _____

This completed application form, together with all of the listed requirements provided on the Land Use and Development Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\Land Use and Development Condensed application.docx
Created: 04/29/2015 Revised: 08/03/2018

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E,
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

7/5/19

Property Owner(s) Signature(s) and Date

John T Rankins

Printed Name of Owner

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets of this page, if necessary.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Juan C. Perez
Director of Transportation and Land Management Agency

Patricia Romo Transportation Director, Transportation Department	Charissa Leach, P.E. Assistant TLMA Director Planning Department	Mike Lara Building Official, Building & Safety Department	Hector Viray Code Enforcement Official, Code Enforcement Department

LAND USE and PERMIT APPLICATION PROCESSING AGREEMENT
Agreement for Payment of Costs of Application Processing

TO BE COMPLETED BY APPLICANT:

This agreement is by and between the County of Riverside, hereafter "County of Riverside",

and Michael Lee hereafter "Applicant" and John T Rankins " Property Owner".

Description of application/permit use:
Commercial Cannabis Storefront Retail

If your application is subject to Deposit–based Fee, the following applies

Section 1. Deposit-based Fees

Purpose: The Riverside County Board of Supervisors has adopted ordinances to collect "Deposit-based Fees" for the costs of reviewing certain applications for land use review and permits. The Applicant is required to deposit funds to initiate staff review of an application. The initial deposit may be supplemented by additional fees, based upon actual and projected labor costs for the permit. County departments draw against these deposited funds at the staff hourly rates adopted by the Board of Supervisors. The Applicant and Property Owner are responsible for any supplemental fees necessary to cover any costs which were not covered by the initial deposit.

Section 2. Applicant and Property Owner Responsibilities for Deposit-based Fee Applications

A. Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Agreement is signed and submitted with a complete application to the County of Riverside.
Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case The County of Riverside will not pay interest on deposits. Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.

B. Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted.

C. The Property Owner acknowledges that the Applicant is authorized to submit this agreement and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within15 days of the service by mail of notice to said property Owner by the County.

D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.
E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

Section 3. To ensure quality service, Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the information below changes.

Section 4. Applicant and Owner Information

1. PROPERTY INFORMATION:

Assessors Parcel Number(s): 387-103-006

Property Location or Address:

15573 Grand Ave, Lake Elsinore, CA 92530

2. PROPERTY OWNER INFORMATION:

Property Owner Name: John T Rankins
Phone No.:
Firm Name:
Email:
Address: 2654 W Horizon Ridge Pkwy
Henderson, NV 89052

3. APPLICANT INFORMATION:

Applicant Name: Michael Lee
Phone No.: 818-886-5324
Firm Name: Empire Connect
Email: leemichael0510@icloud.com
Address *(if different from property owner)*
4520 San Antonio Rd
Yorba Linda, CA 92886

4. SIGNATURES:

Signature of Applicant: Date: 07/01/2019
Print Name and Title: Michael Lee

Signature of Property Owner: Date:
Print Name and Title:

Signature of the County of Riverside, by Date:
Print Name and Title:

FOR COUNTY OF RIVERSIDE USE ONLY

Application or Permit (s)#:

Set #: Application Date:

D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.
E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

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Assessors Parcel Number(s): 387-103-006

Property Location or Address:

15573 Grand Ave, Lake Elsinore, CA 92530

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Property Owner Name: John T Rankins Phone No.: _____

Firm Name: _____ Email: _____

Address: 2654 W Horizon Ridge Pkwy

Henderson, NV 89052

3. APPLICANT INFORMATION:

Applicant Name: Michael Lee Phone No.: 818-886-5324

Firm Name: Empire Connect Email: leemichael0510@icloud.com

Address *(if different from property owner)*

4520 San Antonio Rd

Yorba Linda, CA 92886

4. SIGNATURES:

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

Signature of Property Owner: _____ Date: 7/15/19

Print Name and Title: John T Rankins

Signature of the County of Riverside, by _____ Date: _____

Print Name and Title: _____

FOR COUNTY OF RIVERSIDE USE ONLY

Application or Permit (s)#: _____

Set #: _____ Application Date: _____

NOTICE OF PUBLIC HEARING

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Land Use Ordinance No. 348, before the **RIVERSIDE COUNTY PLANNING COMMISSION** to consider a proposed project in the vicinity of your property, as described below:

CONDITIONAL USE PERMIT NO. 190013 and DEVELOPMENT AGREEMENT NO. 1900008 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and Section 15061 (Common Sense) – Applicant: Empire Connect – Representative: Anthony Hicks – First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan: Commercial Retail (CR) (0.20 – 0.35 FAR) – Location: Northerly of Lake Terrace Drive, easterly of Riverside Drive, southerly of Grand Avenue, and westerly of State Highway 74 – .53 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900008, would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsonore Area. Conditional Use Permit No. 190013, proposes a storefront retail cannabis business and delivery service that includes two (2) existing commercial buildings and accompanying parking. The first, existing 4,467 sq. ft. retail building will be used as a storefront for a retail cannabis business. The second, existing 1,741 sq. ft. building will be used for storage related to the cannabis business.

TIME OF HEARING:	9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING:	**JUNE 3, 2020**
PLACE OF HEARING:	RIVERSIDE COUNTY ADMINISTRATIVE CENTER BOARD CHAMBERS, 1ST FLOOR 4080 LEMON STREET, RIVERSIDE, CA 92501

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the Place of Hearing, as listed above. Public access to the meeting location will be allowed, but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: https://planning.rctlma.org/.

For further information regarding this project please contact the Project Planner Travis Engelking at (951) 955-1417 or email at TEngelki@rivco.org, or go to the County Planning Department's Planning Commission agenda web page at http://planning.rctlma.org/PublicHearings.aspx.

The Riverside County Planning Department has determined that the above-described application is exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission will consider the proposed application at the public hearing.

The case file for the proposed project is available for review via email by contacting the project planner. Please contact the project planner regarding additional viewing methods.

Any person wishing to comment on the proposed project may submit their comments in writing by mail or email, or by phone between the date of this notice and the public hearing; or, may appear and be heard at the time and place noted above. Please note that access to the meeting is limited. All comments received prior to the public hearing will be submitted to the Planning Commission for consideration, in addition to any oral testimony, before making a decision on the proposed project. All correspondence received before and during the meeting will be distributed to the Planning Commission, and all correspondence received will be retained for the official record.

If this project is challenged in court, the issues may be limited to those raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT
Attn: Travis Engelking
P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on May 14, 2020,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers CUP190013 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

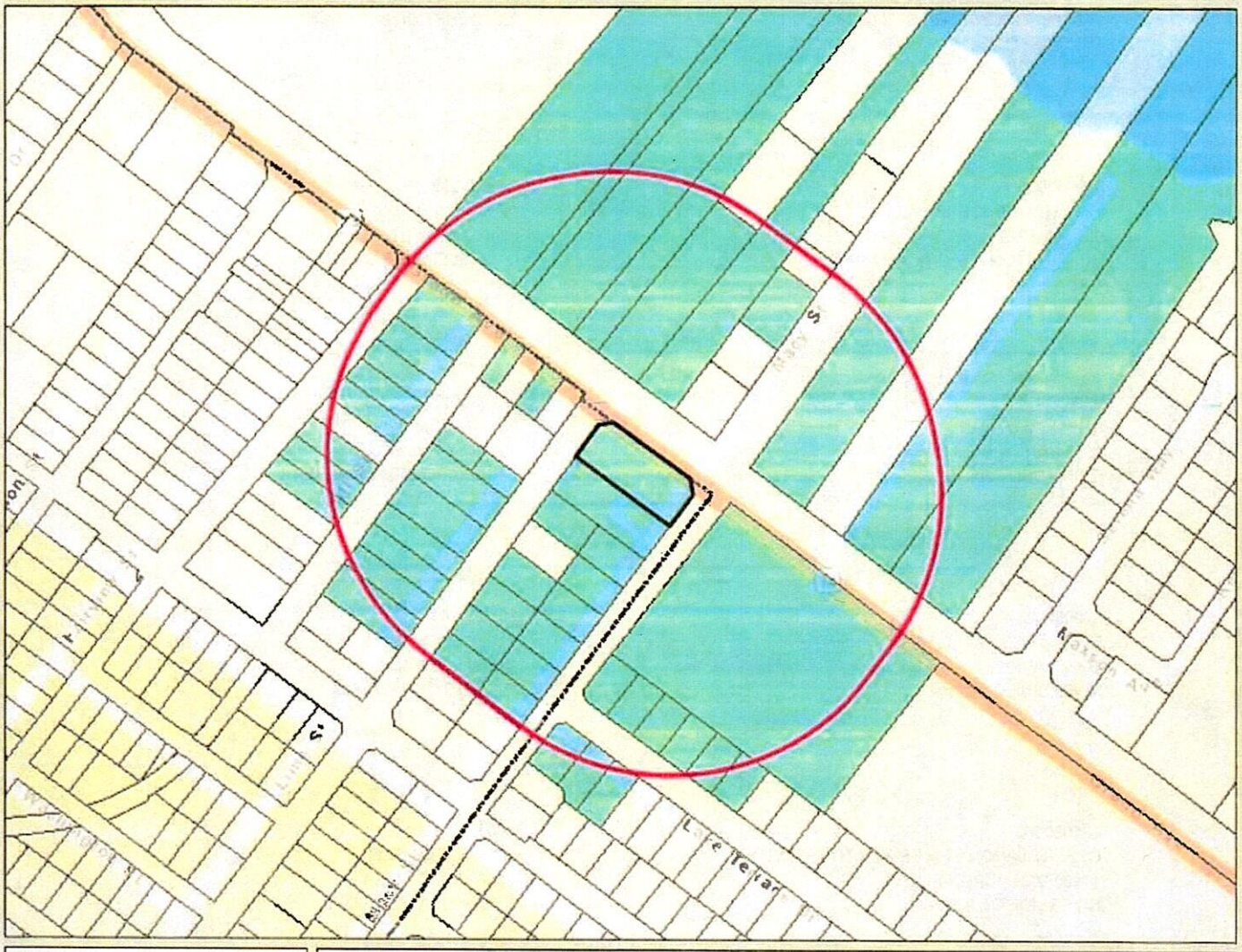
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

Riverside County GIS Mailing Labels

CUP190013 (600 feet buffer)



Legend

- County Boundary
- Cities
- Parcels
- World Street Map

Notes

0 376 752 Feet

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 5/14/2020 8:35:46 AM

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379060005
CP LAKE ELSINORE 130
11209 BROCKWAY RD STE C206
TRUCKEE CA 96161

379060007
JUNFENG ZHU
23650 JUSTICE ST
WEST HILLS CA 91304

379060008
EBRAHIM MAHGEREFTEH
9671 NETHERWAY DR
HUNTINGTON BEACH CA 92646

379060010
MARK A. KELSEY
32905 MACY ST
LAKE ELSINORE CA 92530

379060014
CHIN PI WU
2939 SAN LUIS ST
RICHMOND CA 94804

379060017
GLENN OSMENT
30872 VIA BONICA
LAKE ELSINORE CA 92530

379060026
RIVERSIDE COUNTY FLOOD CONT
1995 MARKET ST
RIVERSIDE CA 92501

381030001
SUNIL J. SHAH
915 W LAS PALMAS DR
FULLERTON CA 92835

381030003
CYPERT LAVONNE N FSMILY TRUST DATED
17130 VAN BUREN BLVD
RIVERSIDE CA 92504

381030005
JOHN E. GAMBLE
20091 MT ISRAEL PL
ESCONDIDO CA 92029

381320023
ZAIREY INC
45 CINCH RD
BELL CANYON CA 91307

381361001
DENNIS R. JONES
15600 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381361002
MASON FAMILY LIVING TRUST DATED 10/13/2011
15610 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381361003
JONATHAN M CABALLOS MAGANA
15620 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381361004
SHOZO T. MURAKAMI
15630 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381361005
RACHELLE A. FREELAND
15640 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381361006
EVEDEAN MILLER
417 GLASTONBURG LN
LEWISVILLE TX 75056

381362001
DEWEY D. DAVIDE
P O BOX 911
HUNTINGTON BEACH CA 92648

381362002
CAROLE A. FEENEY
15611 LAKE TERRACE DR
LAKE ELSINORE CA 92530

381362003
GREG L. FUNK
15621 LAKE TERRACE DR
LAKE ELSINORE CA 92530

387101004
HT PROP
31902 AVENIDA EVITA
SAN JUAN CAPO CA 92675

387101005
TED E. LACY
2941 VIA DEL ROBLES
FALLBROOK CA 92028

387101006
LE INV
2618 SAN MIGUEL STE 503
NEWPORT BEACH CA 92660

387101007
AZAM NAGEER
33075 HILL ST
LAKE ELSINORE CA 92530

387101009
JOSE SUAREZ ESQUIVES
33101 HILL ST
LAKE ELSINORE CA 92530

387101010
LAZARO TAPIA TLASECA
33104 FAIRVIEW ST
LAKE ELSINORE CA 92530

387101016
STEVE S. LEE
3272 SILVER MAPLE DR
YORBA LINDA CA 92886

387101017
STEVE EILERSEN
P O BOX 2094
TEMECULA CA 92593

387102001
PATRICIA GARCIA
29237 N POINTE ST
LAKE ELSINORE CA 92530

387102003
JORGE SALDANA
P O BOX 277
MURRIETA CA 92564

387102012
VELASCO FAMILY TRUST
8161 E KAISER BLVD 27788
ANAHEIM CA 92809

387102013
JOSE FELIX JIMENEZ
33079 LIME ST
LAKE ELSINORE CA 92530

387102014
TODD RAYMOND MARTIN
7 DOVER WAY
LAKE OSWEGO OR 97034

387102015
GENOVEVA GAYTAN
33135 LIME ST
LAKE ELSINORE CA 92530

387102019
EASTON C. GULLY
33084 HILL ST
LAKE ELSINORE CA 92530

387102020
HT PROP
31902 AVD EVITA
SAN JUAN CAPO CA 92675

387102021
MADELENE A. LESLE
32976 SERENA WAY
LAKE ELSINORE CA 92530

387102022
JORGE MORENO
33076 HILL ST
LAKE ELSINORE CA 92530

387103006
JOHN T. RANKINS
2654 W HORIZON RIDGE
HENDERSON NV 89052

387103011
REX E. BRATCHER
33115 MACY ST
LAKE ELSINORE CA 92530

387103012
TED L. ALVERSON
33103 MACY ST
LAKE ELSINORE CA 92530

387103013
GARY D. RUSH
33089 MACY ST
LAKE ELSINORE CA 92530

387103014
KEITH E. BANKS
33075 MACY ST
LAKE ELSINORE CA 92530

387103015
JUDY A. LIPPOLD
33063 MACY ST
LAKE ELSINORE CA 92530

387103016
RUDY RAMIREZ
33051 MACY ST
LAKE ELSINORE CA 92530

387103017
J & R PIKOVER FAMILY TRUST
10171 BAYWOOD CT
LOS ANGELES CA 90077

387103018
JESSICA MARTINEZ
33050 LIME ST
LAKE ELSINORE CA 92530

387103020
JUAN RAUL JAIME BALDERAS
33074 LIME ST
LAKE ELSINORE CA 92530

387103021
LETICIA FRAUSTO
33088 LIME ST
LAKE ELSINORE CA 92530

387103022
SONYJA DAVIS HELTON
33102 LIME ST
LAKE ELSINORE CA 92530

387103023
RANDI VAZZANO
33114 LIME ST
LAKE ELSINORE CA 92530

Empire Connect C/O Anthony Hicks
15573 Grand Ave
Lake Elsinore, CA 92530

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

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

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

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant Director of TLMA

NOTICE OF EXEMPTION

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Planning Department
☒ 4080 Lemon Street, 12th Floor
P.O. Box 1409
Riverside, CA 92502-1409

☐ 38686 El Cerrito Road
Palm Desert, CA 92201

Project Title/Case No.: CUP190013

Project Location: 15573 Grand Ave Lake Elsinore, CA 92530 (See attached map)

Project Description: Conditional Use Permit No 190013 (CUP No. 1900013). CUP No. 190013 proposes a storefront retail cannabis business and delivery service that includes two existing commercial buildings and accompanying parking. The first, existing 4,467 square foot retail building will be used as a storefront for a retail cannabis business. The second, existing 1,741 square foot building will be used for storage related to the cannabis business.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Sponsor: Empire Connect

Exempt Status: (Check one)

☐ Ministerial (Sec. 21080(b)(1); 15268)
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
☒ Categorical Exemption (15301,15303)
☐ Statutory Exemption (_____)
☒ Other __(15061)_____

Reasons why project is exempt: The Planning Department concludes the project is exempt from CEQA based on Sections 15301, 15303, and 15061 of the CEQA Guidelines.

This proposed project is exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which states: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and will be occupying an existing permitted retail building or structure for the sole purpose of selling cannabis only. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) states: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. Given the site has already been developed for such uses and only minimal façade improvements and upgrades would be required, no construction impacts would occur. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b) (3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

Additionally, this project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15301 (Existing Facilities), which states: Class I consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not significantly expand the capability of the site or substantively increase the proposed use of the site beyond what already occurs. In this case, the proposed project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15301 Class 1, Existing Facilities).

Furthermore, this project is exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts construction and location of new, small facilities or structures; and the conversion of existing small structures for one use or another where only minor modifications are made in the exterior of the structure. The Project does not include the construction of any new structures, would only propose minor modifications such as paint and signage, and would only re-entitle the existing Commercial Retail Facility. Therefore, the project as proposed, complies with the guidelines of the California Environmental Quality Act (CEQA), (Article 19, Section 15303 (New Construction or Conversion of Small Structures).

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location.

Travis Engelking
County Contact Person

(951) 955-0417
Phone Number

Signature

Urban Regional Planner II
Title

Date

Date Received for Filing and Posting at OPR: _____

Please charge deposit fee case #_____

Please charge deposit fee case#:

FOR COUNTY CLERK'S USE ONLY

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. 1900008

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

MICHAEL LEE

15573 GRAND LLC

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Exhibit "D" - Existing Land Use Regulations.

Exhibit "E" – Commercial Cannabis Activity Site Plan and Description.

Exhibit "F" – Applicable Public Base Benefits Payments.

Exhibit "G" – Cannabis Area Calculation Exhibit.

Exhibit "H" – Commercial Cannabis Activity Public Benefit.

DEVELOPMENT AGREEMENT NO. 1900008

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 (hereinafter "OWNER"):

Michael Lee
15573 Grand LLC

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 $18.00 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.

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 re-construction 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 or 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. 190013) 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 bean

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 ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190013.

(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, l2th Floor
Riverside, CA 92501
Fax No. (95 l) 955-1817

and

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

If to OWNER:

Michael Lee
490 E. Menlo Avenue
Hemet, CA 92543

and

15573 Grand LLC
117 E. Las Tunas Drive
San Gabriel, CA 91776

(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 exercisingreasonable efforts to acquire the real property interests necessary for the construction of suchpublic improvements, and if so instructed by OWNER and upon OWN ER'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(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject to a development agreement, 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 Subdivision Map Act and 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 tobe 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 190006, 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 annual increases in an amount of 5%. 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. 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 specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

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 XIIID 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 written 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. 190013 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. 190013 and consistency with the Request for Proposal Responses associated with CAN 190006 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 hisrecommended 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 effectand (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 Certificatewith 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:_____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By:_____
Deputy
(SEAL)

Dated: 1/5/21

OWNER: Michael Lee

By:_____

Dated: 1/5/21

OWNER: 15573 Grand LLC, a California Limited Liability Company

By:_____
Michael Lee, Manager

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

FORM APPROVED COUNTY COUNSEL

BY:_____ 1-6-2021
GREGORY P. PRIAMOS DATE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Bernardino }

On January 5, 2021 before me, N. Brinker-Collier,
(Here insert name and title of the officer)

personally appeared Michael Lee,
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.

Notary Public Signature (Notary Public Seal)

N. BRINKER-COLLIER
Commission No. 2241282
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires MAY 5, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

Development Agreement No. 1900008

LEGAL DESCRIPTION OF PROPERTY

LOT(S) 1 AND "D", OF AMENDED MAPS OF THE SUBDIVISION OF A PORTION OF OLIVE ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CAIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE(S) 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LOT "D" HAVING BEEN VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY. A CERTIFICATE COPY OF WHICH RESOLUTION WAS RECORDED MARCH 21, 1934 IN BOOK 164 PAGE 380, OFFICIAL RECORDS.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GRAND AVENUE (80.00 FEET WIDE) AND THE WESTERLY RIGHT OF WAY LINE OF MACY STREET (30.00 FEET WIDE); THENCE SOUTH 36°31'10" WEST ALONG SAID WESTERLY LINE OF MACY STREET, A DISTANCE OF 38.00 FEET; THENCE NORTH 8°28'48" WEST, A DISTANCE OF 32.52 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GRAND AVENUE; THENCE NORTH 53°29'00" WEST ALONG SAID PARALLEL LINE IN A DISTANCE OF 188.75 FEET; THENCE SOUTH 81°31'38" WEST A DISTANCE OF 32.52 FEET TO A POINT ON THE EASTERLY LINE OF LIME STREET (60.00 FEET WIDE) DISTANT SOUTH 36°32'18" WEST, 37.99 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 36°32'18" EAST A DISTANCE OF 37.99 FEET FROM THE NORTHWESTERLY CORNER; THENCE NORTH 36°32'18" EAST A DISTANCE OF 37.99 FEET TO SAID NORTHERLY CORNER OF LOT 1; THENCE SOUTH 53°29'00" EAST, ALONG SAID SOUTHERLY LINE OF GRAND AVENUE, A DISTANCE OF 234.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL ACCESS AND RIGHT OF INGRESS AND EGRESS BETWEEN THE GRANTOR'S REMAINING PORTION OF SAID LOT 1 AND SAID GRAND AVENUE.

EXHIBIT "B"

Development Agreement No. 1900008

MAP OF PROPERTY AND ITS LOCATION

RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190013

VICINITY/POLICY AREAS

Supervisor: Jeffries
District 1

Date Drawn: 05/13/2020
Vicinity Map

Zoning Dist: Lakeland Village

Author: Vinnie Nguyen

N

0 300 600 1,200
Feet

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website http://planning.rctlma.org

EXHIBIT "C"

Development Agreement No. 1900008

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS:
Conditional Use Permit No. 190013
Plot Plan No. 0416S1
Plot Plan No. 13387
Plot Plan No. 13387S1
Plot Plan No. 13387S2
Plot Plan No. 13387S3
Plot Plan No. 13387S4

The development approvals listed above include the approved maps and all conditions of approval.

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. 1900008

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.

EXHIBIT "E"

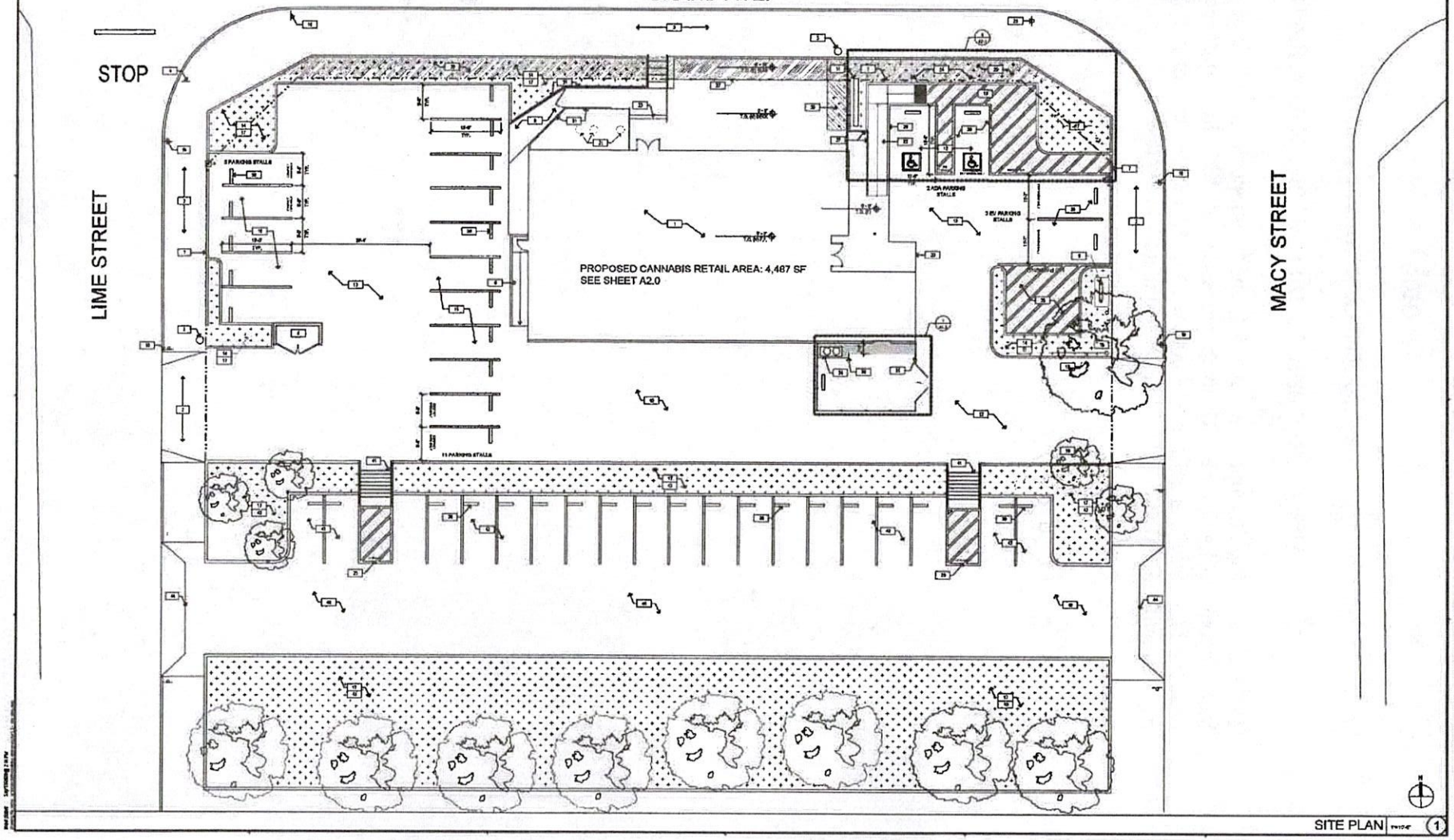
Development Agreement No. 1900008

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190013 permits a storefront retail cannabis business within a 4,467 square foot building.

KEY NOTES

1. EXISTING BUILDING TO REMAIN
2. EXISTING PUBLIC SIDEWALK TO REMAIN
3. EXISTING POWER POLE TO REMAIN
4. EXISTING STOP SIGN TO REMAIN
5. EXISTING BUS STOP TO REMAIN
6. EXISTING OSEY VALVE TO REMAIN
7. PROPERTY LINE
8. EXISTING TRASH ENCLOSURE WITH GATE TO REMAIN
9. EXISTING RAMP TO REMAIN
10. EXISTING ACCESS GATE TO REMAIN
11. EXISTING PYLON SIGN WITH NEW SIGNAGE
12. NEW ACCESSIBLE PARKING AND LOADING ZONE
13. EXISTING ASPHALT PAVING TO REMAIN, PATCH AND REPAIR ALL CRACKS AND POTHOLES.
14. EXISTING IRRIGATION SYSTEM TO REMAIN
15. EXISTING TREE TO BE PROTECTED.
16. NEW PARKING STALLS W/ WHEEL STOPS
17. NEW LANDSCAPE, REFER TO LANDSCAPE PLAN.
18. NO PARKING SIGN TO BE INSTALLED.
19. NEW ACCESSIBLE PATH OF TRAVEL
20. AREA TO BE VACATED
21. EXISTING MANHOLE TO REMAIN
22. NEW SLOPE
23. NEW STEP
24. NEW ACCESSIBLE PARKING SINGAGE
25. NEW NO PARKING ZONE
26. EXISTING BUS SIGNAGE TO REMAIN
27. NEW RAILING TO BE INSTALLED
28. NEW INTERNATIONAL SYMBOL OF ACCESSIBILITY PER SHEET A0.1
29. CONCRETE CURB TO BE 6" HIGHER THAN SLOPE & LANDING
30. NEW ELECTRICAL VEHICLE PARKING
31. NEW RAILING TO MATCH NEW PATIO RAILING
32. PATIO DECK TO EXTEND OVER EXISTING LANDSCAPE
33. EXISTING CURB TO REMAIN
34. NEW CONCRETING UNITS, REFER TO MECHANICAL PLANS FOR MORE INFO
35. NEW STEEL FENCE AND GATE
36. NEW CONCRETE SLUB TO BE ON THE SAME LEVEL AS EXISTING CURB
37. NEW TRUNCATED DOMES
38. NEW PARKING WHEEL STOP
39. NEW HANDICAP VAN ACCESSIBLE ELECTRICAL VEHICLE PARKING STALL
40. NEW ASPHALT PAVING
41. NEW STAIRCASE
42. NEW PARKING STRIPES
43. NEW IRRIGATION SYSTEM TO BE INSTALLED
44. NEW DRIVEWAY TO BE INSTALLED



SITE PLAN 1

ARTIC STUDIO
655 ANTON BLVD, SUITE 150
COSTA MESA, CA, 92626

LICENSED ARCHITECT
C-34970
STATE OF CALIFORNIA

EMPIRE LAKEFRONT
15521 GRAND AVE
LAKE ELSINORE, CA 92530

SITE PLAN

SHEET
A1.0

EXHIBIT "F"

Development Agreement No. 1900008

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190013 includes a building totaling 4,467 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is $18.00 per square foot. Therefore, the public base benefit payment will be $80,406 and will increase annually at a rate of 2%.

EXHIBIT "G"

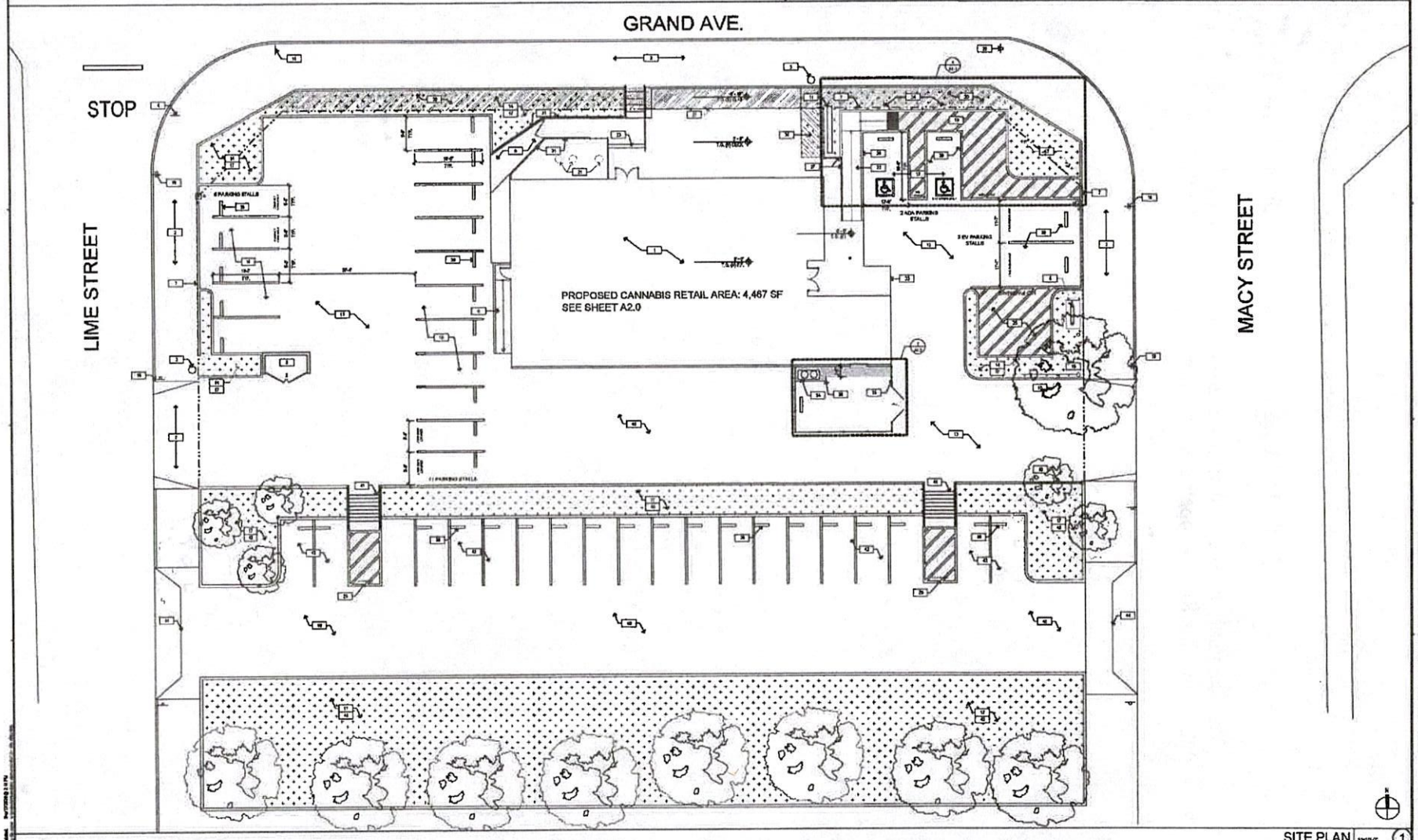
Development Agreement No. 1900008

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 4,467 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

KEY NOTES

1. EXISTING BUILDING TO REMAIN
2. EXISTING PUBLIC SIDEWALK TO REMAIN
3. EXISTING POWER POLE TO REMAIN
4. EXISTING STOP SIGN TO REMAIN
5. EXISTING BUS STOP TO REMAIN
6. EXISTING DS&Y VALVE TO REMAIN
7. PROPERTY LINE
8. EXISTING TRASH ENCLOSURE WITH GATE TO REMAIN
9. EXISTING RAMP TO REMAIN
10. EXISTING ACCESS GATE TO REMAIN
11. EXISTING PYLON SIGN WITH NEW SIGNAGE
12. NEW ACCESSIBLE PARKING AND LOADING ZONE
13. EXISTING ASPHALT PAVING TO REMAIN, PATCH AND REPAIR ALL CRACKS AND POTHOLES.
14. EXISTING IRRIGATION SYSTEM TO REMAIN
15. EXISTING TREE TO BE PROTECTED.
16. NEW PARKING STALLS W/ WHEEL STOPS
17. NEW LANDSCAPE, REFER TO LANDSCAPE PLAN.
18. NO PARKING SIGN TO BE INSTALLED.
19. NEW ACCESSIBLE PATH OF TRAVEL
20. AREA TO BE VACATED
21. EXISTING MANHOLE TO REMAIN
22. NEW SLOPE
23. NEW STEP
24. NEW ACCESSIBLE PARKING SINGAGE
25. NEW NO PARKING ZONE
26. EXISTING BUS SIGNAGE TO REMAIN
27. NEW RAILING TO BE INSTALLED
28. NEW INTERNATIONAL SYMBOL OF ACCESSIBILITY PER SHEET A1.1
29. CONCRETE CURB TO BE 4" HIGHER THAN SLOPE & LANDING
30. NEW ELECTRICAL VEHICLE PARKING
31. NEW RAILING TO MATCH NEW PATIO RAILING
32. PATIO DECK TO EXTEND OVER EXISTING LANDSCAPE
33. EXISTING CURB TO REMAIN
34. NEW CONDENSING UNITS, REFER TO MECHANICAL PLANS FOR MORE INFO
35. NEW STEEL FENCE AND GATE
36. NEW CONCRETE SLAB TO BE ON THE SAME LEVEL AS EXISTING CURB
37. NEW TRUNCATED DOMES
38. NEW PARKING WHEEL STOP
39. NEW HANDICAP VAN ACCESSIBLE ELECTRICAL VEHICLE PARKING STALL
40. NEW ASPHALT PAVING
41. NEW STAIRCASE
42. NEW PARKING STRIPES
43. NEW IRRIGATION SYSTEM TO BE INSTALLED
44. NEW DRIVEWAY TO BE INSTALLED



SITE PLAN 1

555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
STATE OF CALIFORNIA

EMPIRE LAKEFRONT
1573 GRAND AVE
LAKE ELSINORE, CA 92530

SITE PLAN

SHEET
A1.0

EXHIBIT "H"

Development Agreement No. 1900008

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The annual Additional Public Benefit provided by the OWNER shall be $100,500 with an annual increase of 5%. In addition to this annual Additional Public Benefit, the OWNER shall provide a one-time public benefit totaling $150,000 payable at issuance of the first building permit. The COUNTY will utilize these additional public benefits within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements including, but not limited to, traffic signals, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190006, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E,
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

7/15/19

Property Owner(s) Signature(s) and Date

John T Rankins

Printed Name of Owner

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets of this page, if necessary.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must be submitted with this application:

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

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

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

Memorandum

Date: December 15, 2020

To: Riverside County Board of Supervisors

From: Travis Engelking, Project Planner

RE: December 15, 2020 Board of Supervisors Meeting, Conditional Use Permit No. 1900013 (CUP190013), Retail Cannabis – Comments Received

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Since the approval of the proposed project (CUP190013 and DA1900008) at the June 3, 2020 Planning Commission, Staff has received the attached email comments from the City of Lake Elsinore and the public regarding 'questions of' and 'opposition to' the proposed project: Conditional Use Permit No. 190013 (Commercial Retail Storefront).

1) Received letter from City if Lake Elsinore dated June 23, 2020. On July 22, 2020 the Deputy Director of TLMA – Planning Department, John Hildebrand provided a response letter to each comment in the letter dated June 23, 2020. Both letters are attached to this memorandum.
2) Email forwarded from Staff received a call in opposition from a Mrs. Martha Gonzalez on August 10, 2020. Request to be included on public notice mailing list.
3) Email forwarded from Staff from a Lynn Boimilla dated August 9, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
4) Email forwarded from Staff from a Henry & Maria Armijo dated August 9, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
5) Email forwarded from Staff from a Wesley Kaimer dated August 2, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
6) Phone call on August 11, 2020 from a Carol & Dave Feeney in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
7) Email forwarded from Staff received a call in opposition from a Mary Jo Ramirez on August 11, 2020. Request to be included on public notice mailing list.
8) Email forwarded from Staff from a Gary Rush dated August 14, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
9) Email forwarded from Staff from a Francisco dated August 18, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.
10) Email forwarded from Staff received a call in opposition from a "Ty" on August 29, 2020.
11) Email forwarded from Staff from a Silvia Guzman dated August 28, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.
12) Email forwarded from Staff from a Christina Fambrough dated September 1, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.

13) Email forwarded from Staff from a Larry Marcham dated September 3, 2020. Request to be included on public notice mailing list. Cannabis Retail Storefront, CUP190013.
14) Email forwarded from Staff from a Jim Estrada dated September 3, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.
15) Email forwarded from Staff from a Sierra Salcedo dated September 3, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.
16) Email forwarded from Staff from a Mary Jo Ramirez dated September 5, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Attached Letter.
17) Email forwarded from Staff from a Henry & Maria Armijo dated September 6, 2020 in opposition to the Cannabis Retail Storefront, CUP190013. Request to be included on public notice mailing list.
18) Email forwarded from Staff from a Damaris Abraham dated September 10, 2020. Request to be included on public notice mailing list. Cannabis Retail Storefront, CUP190013.
19) Email forwarded from Staff from a Veronica Gutierrez dated September 10, 2020 in opposition to the Cannabis Retail Storefront, CUP190013.

CITY OF LAKE ELSINORE
DREAM EXTREME

June 23, 2020

Riverside County Board of Supervisors
Riverside County Administrative Center
4080 Lemon Street
Riverside, CA 92501

RE: Conditional Use Permit No. 190013 and Development Agreement No. 1900008 Proposed Cannabis Facility, Southwest corner of Grand Avenue & Macy Street, Assessor Parcel Number 387-103-006

Honorable Chair and Board of Supervisors:

The City of Lake Elsinore received notice of the proposed project to establish a storefront retail cannabis facility including storage within an existing vacant building at the above-identified location. We understand the Planning Commission has recommended approval to the Board of Supervisors. Although the City of Lake Elsinore does not oppose cannabis facilities, the City is strongly opposed to this specific facility and location.

When the City of Lake Elsinore adopted their cannabis ordinance the City Council was very careful to ensure that these cannabis businesses were thoroughly vetted, regulated and only allowed in locations away from residential uses and sensitive receptors in industrial zoned properties. This location is immediately adjacent to the City of Lake Elsinore border, within a commercial zone, and has residential uses directly behind the property to the south, nearby to the east, and across the street to the north. Our ordinance ensured these areas and other residential communities would not be impacted by traffic, noise, light, odors or any other potentially significant impacts associated with cannabis operations. In addition, the property is located within the Lakeview Sphere of Influence in the Lake Elsinore General Plan and cannabis facilities are not envisioned in this area.

The City of Lake Elsinore is a big proponent of public outreach. We understand that the County held a Community Meeting, but the City was not noticed or aware of the meeting and our residents may not have been aware of the outreach meeting either. City of Lake Elsinore residential properties in the immediate vicinity of the proposed cannabis facility have voiced pointed opposition to this project.

951.674.3124
130 S. Main Street
Lake Elsinore, CA 92530
www.Lake-Elsinore.org

Although the total area of the facility (6,208 square feet) is not large, the retail dispensary component is significant. It would total 4,467 square feet that is greater than any retail dispensary within Lake Elsinore. The City ordinance limits cannabis retail components to a maximum of 25% of the floor area and the primary reason is retail establishments increase traffic. The City requires a Traffic Impact Analysis for each use and the County staff report does not state if a Traffic Impact was performed or traffic analyzed.

To protect the peace and quiet of properties in the vicinity, the City of Lake Elsinore Ordinance does not allow cannabis facilities to operate before 7:00 a.m. or after 9:00 p.m. where the proposed facility requests operating hours of 6:00 a.m. to 10:00 p.m. that are not conducive to residential properties.

The County of Riverside Ordinance Section 19.500 Purpose and Intent, in the first sentence states, "The purpose of this Article is to protect the public health, safety and welfare, enact strong and effective regulatory and enforcement controls in compliance with State Law, protect neighborhood character, and minimize potential for negative impacts on people, communities, and the environment ....". The City of Lake Elsinore does not agree that this provision has been satisfied in protecting our City residents from intrusive land uses.

In summary, the City of Lake Elsinore offers the following comments and requests:

1) The City opposes the location and requests that the BOS deny the applications.

2) The City inquires if a Traffic Impact Analysis (TIA) was conducted and, if so, requests to receive a copy. If not, a TIA should be conducted and thoroughly analyzed.

3) Proposed hours of operation from 6:00 a.m. to 10:00 p.m. are not conducive to the peace, quiet, and privacy of residences in the immediate vicinity.

4) If the BOS does elect to not deny the application, before considering approval we request to require staff to conduct a Community Outreach Meeting with notice to the City of Lake Elsinore and all owners of Lake Elsinore properties within 300' of the subject property boundaries.

5) Identify findings of fact to verify how the proposed project could be established and operated without negatively impacting the public health, safety, and welfare of Lake Elsinore residents.

Please contact Grant Yates, City Manager, at 951-674-3124, ext. 204 or email at gyates@lake-elsinore.org if you have any questions on our concerns.

Respectfully,

Brian Tisdale
Mayor

Timothy J. Sheridan
City Council Member

cc: City Council Members
Grant Yates, City Manager
Jason Simpson, Assistant City Manager
Grant Taylor, Community Development Director
George Johnson, Riverside County Chief Executive Officer

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

July 22, 2020

City of Lake Elsinore – City Council
130 South Main Street
Lake Elsinore, CA 92530

RE: Conditional Use Permit No. 190013 – Empire Connect, Cannabis Retail Dispensary

Riverside County thanks you for your comments and concerns, related to the proposed establishment of a retail cannabis dispensary on Grand Avenue, known as Empire Connect. Riverside County regulates the establishment of all Cannabis facilities. For reference, Article XIXh "Commercial Cannabis Activities" within Ordinance No. 348 (Land Use), establishes the allowed zones, as well as the permitting and operating requirements for Cannabis businesses. Each of your comments in the letter dated June 23, 2020 have been addressed below.

1) **The City opposes the location and requests that the BOS deny the applications.**

   The County's Land Use Ordinance (Ord No. 348) has established zones that cannabis retailers are allowed to operate within, subject to Conditional Use Permit and Development Agreement approvals. The Ordinance also establishes strict operating requirements, which are applied to all cannabis projects, as conditions of approval. In the event a cannabis retailer falls out of compliance with their required operations and they are unable or unwilling to continue operations pursuant to those conditions, revocation of the Conditional Use Permit can occur. All future proposed County cannabis retailer applications, located within close proximity of the City of Lake Elsinore, will be routed to the City for review and comment.

2) **The City inquires if a Traffic Impact Analysis (TIA) was conducted and, if so, requests to receive a copy. If not, a TIA should be conducted and thoroughly analyzed.**

   Requests for detailed traffic analysis and LOS/VMT studies are generally tied to a greater level of environmental analysis, pursuant to CEQA thresholds. For this

specific project, no TIA was requested, as the project has been determined to meet a CEQA categorical exemption. Although the project as proposed, meets the minimum parking requirements, during the Planning Commission hearing, the Commission requested that the applicant provide additional parking spaces to ensure that parking doesn't spill off-site into the surrounding community. The applicant has options to improve and utilize the parcel immediately to the south or alternatively the property to the west, to provide additional overflow parking. At the time of preparation of this response, staff is still reviewing both options, but is requiring the applicant to improve one of the properties, and make it available for use prior to occupancy of the building.

3) **Proposed hours of operation from 6:00 a.m. to 10:00 p.m. are not conducive to the peace, quiet, and privacy of residences in the immediate vicinity.**

Pursuant to the County's Land Use Ordinance (Ord No. 348), cannabis retailers are allowed to operate between the hours of 6:00am and 10:00pm, which is consistent with what the State allows. Should the business become a nuisance, hours of operation may be restricted to address any potential compatibility issue associated with the retailer's operations.

4) **If the BOS does elect to not deny the application, before considering approval we request to require staff to conduct a Community Outreach Meeting with notice to the City of Lake Elsinore and all owners of Lake Elsinore properties within 300' of the subject property boundaries.**

This project is subject to multiple public hearings, including Planning Commission, Board of Supervisors, and an additional Board of Supervisors hearing for adoption of an Ordinance, approving the accompanying Development Agreement. Each of the public hearings require notification. All property owners, located within 600ft of the subject site were sent direct mailers, which included the project description and date/time/location of the public hearing. The project was also noticed in the Press Enterprise Newspaper at the same time as the mailings. Additionally, the project applicant made a presentation to the Lakeland Village Community Advisory Council on November 20th, 2019, where details of the site plan and business operations were discussed. The applicant also conveyed to County staff that direct outreach to several of the surrounding property owners occurred over the course of the entitlement review process and will continue, as needed.

5) **Identify findings of fact to verify how the proposed project could be established and operated without negatively impacting the public health, safety, and welfare of Lake Elsinore residents.**

As discussed, in the event the business becomes a bad operator, revocation of the Conditional Use Permit is an option that can occur. All cannabis retail dispensaries that are proposing to operate within the County area are required to implement an extensive security plan, which includes recordation devices, theft protocols, and on-site security during operating hours and they also often have security personnel at the facility during non-operating hours. Other standard operating conditions include providing proof of a State license, background checks of all owners, enforcement of no on-site consumption, and retention of documentation consistent with the State Track-and-Trace program or similar documentation certifying the proper acquisition, sale, and disposal of all products. Lastly, each cannabis business is required to enter into a Development Agreement ("DA"). Annual site inspections and review of conditions of approval compliance are required as result of the DA. A report of the findings is prepared and submitted to the Board of Supervisors annually, for their review and acceptance. Each of these items are included as project Conditions of Approval and/or have been addressed during the application review process.

Should you have any further questions, please contact John Hildebrand, Deputy Director of TLMA – Planning at (951) 955-1888 or email jhildebr@RivCo.org.

John Hildebrand
Deputy Director of TLMA – Planning

cc: Charissa Leach, *Assistant TLMA Director*
Shellie Clack – *Chief Deputy County Counsel*

Engelking, Travis

From: Hildebrand, John
Sent: Tuesday, August 11, 2020 8:21 AM
To: Magee, Robert; Wheeler, Timothy
Cc: Almiron, Tricia; Engelking, Travis
Subject: RE: Opposition to CUP 1900013 -- Cannabis at Macy & Grand

Thank you. Travis is actually handling this one and is preparing it for BOS. No BOS date yet, but likely middle of September, as a heads up.

Hildebrand

From: Magee, Robert
Sent: Tuesday, August 11, 2020 8:14 AM
To: Wheeler, Timothy <TWHEELER@RIVCO.ORG>
Cc: Almiron, Tricia <talmiron@rivco.org>; Hildebrand, John <JHildebr@RIVCO.ORG>
Subject: Opposition to CUP 1900013 -- Cannabis at Macy & Grand

Tim,

Last night we received another call in opposition to CUP 1900013. I spoke with Mrs. Martha Gonzales this morning, she lives at 15661 Lake Terrace. Her concern is for the children and for the traffic. The previous illegal operation was so bad her family wouldn't even come visit her any more. Please verify that she is on the mailing list or add her if she is not.

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Engelking, Travis
Sent: Tuesday, August 11, 2020 8:34 AM
To: Engelking, Travis
Subject: FW: Retail Cannabis Business @ SW Corner of Grand Avenue and Macy Street CUP NO. 190013

From: Magee, Robert
Sent: Sunday, August 9, 2020 3:04 PM
To: lynnboimilla@yahoo.com; Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Cc: Hildebrand, John <JHildebr@RIVCO.ORG>
Subject: Re: Retail Cannabis Business @ SW Corner of Grand Avenue and Macy Street CUP NO. 190013

Thank you for sharing your concerns. We have received many comments about this proposal.

Get Outlook for Android

From: lynn boimilla <lynnboimilla@yahoo.com>
Sent: Sunday, August 9, 2020 1:31:29 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Cc: Magee, Robert <RMagee@RIVCO.ORG>
Subject: Retail Cannabis Business @ SW Corner of Grand Avenue and Macy Street CUP NO. 190013

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The Honorable Mr. Jeffries:

As a forty-eight year resident of Macy Street I have experienced fires, flood threats and many other problems but nothing compared to the utter chaos caused by the previous cannabis facility at this location. I was forced to take side streets to and from my home due to the congestion at the corner of Grand and Macy. This intersection is a challenge now and adding cars and pedestrians from 700 to 1,000 patrons per day, seven days a week would be intolerable. In addition there is very limited parking resulting in unsafe street parking, jaywalking, loitering and trash dumping.

Our neighborhood safety is at risk! I respectfully urge you to vote against the approval of this business.

Sincerely,

Lynn Boimilla
33315 Macy Street
Lake Elsinore, CA 92530
Sent from Yahoo Mail on Android

Engelking, Travis

From: Hildebrand, John
Sent: Monday, August 10, 2020 9:06 AM
To: Engelking, Travis
Cc: Wheeler, Timothy
Subject: FW: Cannabis Establishment

Forwarding

From: Magee, Robert
Sent: Monday, August 10, 2020 9:03 AM
To: Wheeler, Timothy <TWHEELER@RIVCO.ORG>
Cc: Hildebrand, John <JHildebr@RIVCO.ORG>
Subject: FW: Cannabis Establishment

Tim,

Please include in your file.

Bob

From: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Sent: Monday, August 10, 2020 9:00 AM
To: Magee, Robert <RMagee@RIVCO.ORG>
Cc: Almiron, Tricia <talmiron@rivco.org>
Subject: FW: Cannabis Establishment

Bob- I noticed your responded to Lynn Boimilla but this email doesn't look like she cc'd anyone.

Kerstin Justus
Supervisor Kevin Jeffries
Riverside County Board of Supervisors, 1st District
KJustus@RivCo.org

Riverside office
951-955-1010 (micro 51010)
4080 Lemon Street, 5th floor, Riverside
Lake Elsinore office
951-471-4500 (micro 74500)
16275 Grand Avenue, Lake Elsinore 92530
Located in Building D of the Lakeland Village Community Center

From: ednamagilicutty@yahoo.com <ednamagilicutty@yahoo.com>
Sent: Sunday, August 9, 2020 1:33 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: Cannabis Establishment

To: The Honorable Mr. Jeffries
First I'd like to thank you for all the projects that you've done throughout Lake Elsinore including the CAC, Community Centre, SR Resources & clean ups throughout Lakeland Village.

I am now asking for your help to vote against the Cannabis establishment they plan for Macy and Grand. It was a few years ago a dispensery was already there and our neighborhood suffered greatly. From the trash left behind, to the homeless that it brought to the area asking for money & weed. My husband was threatened in our garage with a box cutter. The person was unknown to the neighborhood & walking. The police were unable to locate him but said it was probably someone from the dispensery. I was also rear ended on Grand while turning left onto Macy. People leaving the dispensery make illegal u-turns without looking & have caused accidents as well as blockage from leaving the neighborhood.

As you know, Grand/Hwy 74 is a 2 lane highway & is very dangerous now. At certain times of day, there is a school bus stop located there so the children don't cross Grand from Macy bus stop. If you can believe it there was only one @ Macy & the kids would run across Grand. Even if they were to walk down to the signal @ Ortega Hwy, which is what the school district proposed, there is only a right hand turn yield not a stop. Most people drive to the right to pass cars turning left on Grand. I have seen Police do this. But when there are children walking, it is extremely dangerous. There is also a bus stop on Macy across from the proposed dispensery. The high school also walks past this site.

Everyone knows it is against the law to smoke weed & then drive but many of us have seen people in their cars smoking. It is a danger to have people under the influence driving near these bus stops, let alone driving the Ortega Hwy. When we spoke with the Police regarding these issues they said there was nothing to be done. He did remark that they would bring up @ Roll Call for all shifts to be aware. There is a dispensery directly down Grand, as well other applications for more. Please vote against this facility.

If you decide to vote for this dispensery please require that they install a signal to alleviate the danger to our children & neighbors.
Thank you for your time and consideration.
Henry & Maria Armijo
33191 Macy Street
Lake Elsinore, Ca 92530
951-678-5422
--
Sent from Yahoo Email App for Android

formerly PHs CUP190013

Magee, Robert

From: wes kaimer <weskaimer@hotmail.com>
Sent: Sunday, August 2, 2020 9:58 AM
To: Magee, Robert
Subject: In regards to the pot shop @ Macy & Grand in Lake Elsinore

To : Bob Magee in regards to the proposed Marijuana dispensary at Grand & Macy in Lake Elsinore.
I urge you to vote no on the proposed Marijuana dispensary at Grand & Macy in Lake Elsinore.
We already had to put up with an illegal operation there some years ago and it was a disaster.
Here's some key bullet points as to our neighborhood concerns :

1. There's only a few parking spaces there. Last time people parked all over our neighborhood to access the previous smaller operation.
2. It's dangerous enough trying to turn off Grand to Macy and vice versa. I cannot imagine trying to access my neighborhood after this large scale drug operation starts operating.
3. My property value is going to decrease due to all the extra low lifes hanging around, like last time. Lower property value is bad for anyone in the county that holds a stake in anything. When my value drops, so does the county at large.
4. A lot of school kids have to pass by on their way to Lakeside High and bus stops in our neighborhood. Increased car traffic will be more dangerous.
5. Crime is going to increase in our area, because the demographics of people shopping at these places are much more likely to commit crime. We don't need them loitering around after buying dope.

Wesley Kaimer
15711 Lake Terrace Dr.
Lake Elsinore, CA 92530
951-824-4525

formerly PKs CUP190013

Magee, Robert

From: Tammy Clark <tammyandlarryclark@yahoo.com>
Sent: Saturday, August 1, 2020 5:14 PM
To: Magee, Robert
Subject: Cannabis Dispensary corner of Grand Ave & Macy

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August 1, 2020

Dear Mr. Magee,:

It is with deep concern that I'm reaching out to you.

We've recently learned of the potential opening of a cannabis facility on the corner of Macy St. and Grand Ave. I'm VERY OPPOSED! The last time this happened it became an extreme nuisance and a danger to our residents.

1. Traffic in and out of our neighborhood became extremely dangerous and it caused horrendous traffic jams. The cars visiting the dispensary were making U-Turns in the middle of the road, cutting off cars trying to pass, making noise, hanging out and leaving garbage on the street.

2. The NOISE. The cars that came and went (prior) were playing their car stereos very loud. With neighbors just houses away this would be very disruptive.

3. There is no signal at this intersection. Grand Ave. is a single lane road and there is not adequate space for 700-1000 cars to carefully enter and exit this intersection.

4. This type of clientele is generally careless, loud, inconsiderate and have no regard for the neighbors that live near by.

5. There is a school bus pick up/drop off just steps from this location.

6. We see a lot of foot traffic from students walking to and returning from Lakeside High School. They pass right by this building. I would be extremely concerned for their safety.

7. Grand Ave / Hwy 74 is a highly traveled highway. Cars traveling this highway rarely halt to the cars turning into our neighborhood via Macy St. With 700-1000 cars daily this will likely increase the incident of accidents.

8. Having a dispensary at the bottom of my street would make it more difficult to find someone to purchase my home. I believe it would negatively impact what I could sell my home for.

9. With a dispensary comes noise, loitering, trash and erratic driving, This was our experience the last time.

Mr. Magee, I ask that you please consider my concerns. This establishment would greatly disrupt and endanger our quiet neighborhood.

Thank you,

Tammy Clark
15731 Lake Ridge Rd
Lake Elsinore, CA 92530
(949) 973-4261

Engelking, Travis

From: Magee, Robert
Sent: Tuesday, August 11, 2020 12:22 PM
To: Engelking, Travis
Cc: Hildebrand, John
Subject: More Opposition to CUP 1900013 -- Cannabis

Travis,

I just received a call from Carol Feeney. Carol and her husband Dave have been passing out flyers in opposition to the Cannabis application and circulating a petition. Please call her to the mailing list:

Carol & Dave Feeney
15611 Lake Terrace Drive
Lake Elsinore, CA 92530

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Tuesday, August 11, 2020 3:32 PM
To: Engelking, Travis
Cc: Hildebrand, John; Almiron, Tricia
Subject: Opposition to CUP 1900013

Travis,

I just received a call from Mary Jo Ramierz. She indicated that she spoke with you during the Planning Commission hearing on this item. She and her husband Rudy live at 33051 Macy (closest house to proposed site) and have been there for 21 years. What they experienced with the previous illegal operation included, patrons blocking their driveway, trash and drug paraphernalia left on the street and in their yard, broken mailbox and fence. They do not want this to re-occur and so they have been circulating their petition in opposition on Macy, Lime, Laguna and Shadow Mountain roads.

She is already included in your mailing list, but wanted to address our office and make sure we were aware that there does not appear to be any support for this application. Please include this in your staff report.

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Friday, August 14, 2020 3:55 PM
To: Engelking, Travis
Cc: Hildebrand, John; bluegal65@msn.com; Klaarenbeek, Rendell; Cole, Jamison D.
Subject: Opposition to Cannabis Application CUP 190013 -- Formerly PK's Roadhouse

Travis,

Our office has received another call in opposition to CUP 190013. Mr. Gary Rush of 33089 Macy Street is very concerned about the traffic impacts and lack of Signalization at this intersection. He also believes that property values will drop and that the neighborhood children will be negatively impacted by the location of this business so close to their high school and to their bus stop. Mr. Rush would like verification that he has been added to the official County Mailing list for this project for the public notification for the Board of Supervisors meeting. He would also like the Applicant to know that he is interested in attending any subsequent community outreach event he would consider holding prior to the Board hearing.

Mr. Rush also mentioned that workers are once again at the site working inside (not on graffiti removal). Our office has mentioned this before and I know Building & Safety and Code Enforcement have been watching this, clean up of the facility is one thing, but any improvements requiring the issuance of a building permit should not take place unless or until the CUP is acted upon. Unauthorized or unpermitted work should be immediately Red-Tagged. The perception of the neighborhood continues to be one of disrespect as if the business is going forward without their ability to publicly voice their concerns to their duly elected official.

Mr. Gary Rush
33089 Macy Street
Lake Elsinore, CA 92530
(951) 830-0183
Bluegal65@msn.com

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Tuesday, August 18, 2020 4:39 PM
To: Wheeler, Timothy; Engelking, Travis
Subject: Re: Opposition to Cannabis Application on Grand & Macy

Excellent. Thanks.

Get Outlook for Android

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Tuesday, August 18, 2020 4:32:22 PM
To: Wheeler, Timothy <TWHEELER@RIVCO.ORG>; Magee, Robert <RMagee@RIVCO.ORG>
Subject: RE: Opposition to Cannabis Application on Grand & Macy

Hello Bob,

Thanks again for the information.

Thanks Tim for helping out while I was in Palm Springs. Each email will be filed and each sender will be added to the Public Notice list.

Best Regards,

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG

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From: Wheeler, Timothy
Sent: Tuesday, August 18, 2020 11:03 AM
To: Magee, Robert <RMagee@RIVCO.ORG>
Cc: Engelking, Travis <TEngelki@RIVCO.ORG>
Subject: RE: Opposition to Cannabis Application on Grand & Macy

Good Morning Bob,

Travis Engelking is the planner working on CUP190013. I will forward to him the emails you have provided to me today for his file.

Thank you

Kind Regards,

Tim Wheeler
Urban Regional Planner IV
4080 Lemon St - 12th floor
Riverside, CA 92501
951-955-6060

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From: Magee, Robert
Sent: Tuesday, August 18, 2020 9:58 AM
To: dfrancisco196@yahoo.com
Cc: Wheeler, Timothy <TWHEELER@RIVCO.ORG>; Almiron, Tricia <talmiron@rivco.org>
Subject: Opposition to Cannabis Application on Grand & Macy

Francisco,

We have received your email and want to verify that you are in opposition to the proposed Cannabis business at the cornier of Grand & Macy.

Please confirm.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Monday, August 31, 2020 8:42 AM
To: Engelking, Travis
Cc: Hildebrand, John; Almiron, Tricia
Subject: Call in Opposition to CUP 190013 -- Cannabis at Macy & Grand

Travis,

Our District Office received a voicemail from "Ty" on Saturday, August 29th at 10:06 a.m. Ty listed a number of concerns he has with the proposed application and requested that the Supervisor vote against this request. His concerns included:

1. Traffic congestion and dangerous turning movements.
2. Inadequate Parking for the proposed volume of business.
3. Trash, debris and hours of operation.
4. Proximity to school bus stop.
5. Incompatible land use (i.e. this should be in an industrial area not adjacent to homes).

Ty did not leave a call back number or an address and I could not make out his last name. Please add this call to your official record.

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Friday, August 28, 2020 8:56 AM
To: skguzman28@yahoo.com
Cc: Hildebrand, John; Engelking, Travis; Almiron, Tricia
Subject: FW: STOP Marijuana Dispensary on Macy St.

Ms. Guzman,

Thank you for reaching out to our office regarding this proposed application. We will make sure the Supervisor is made aware of your concerns and they will be made part of the Planning Department's case file.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

From: Silvia Guzman <skguzman28@yahoo.com>
Sent: Friday, August 28, 2020 8:21 AM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: STOP Marijuana Dispensary on Macy St.

Hi,
I am a concerned resident and this will now be the 2nd time that a Marijuana dispensary tries to perform operations on Macy St. and Grand. This is unacceptable for so many reasons. Here are the reasons:

1) School pick up for elementary kids in front of facility.
2) Increased loitering
3) Illegal parking on Macy Street and crossing the street not using crosswalk
4) Major traffic increase and no light signal and will cause a lot of congestion and increased accidents
5) The previous facility sold to minors and were shut down
6) In a residential area where there are lots of families and children
7) The majority of residents here will not stand for this and will do everything to fight against it.

We will be holding a meeting to discuss this further next Thursday Sept. 3rd at 6:30pm and we invite you to attend.

➢ **NEIGHBORHOOD MEETING WITH OWNER OR REPRESENTATIVE <u>THIS COMING THURSDAY EVE</u> (9/3/2020) AT 6:30 PM OUTSIDE BUILDING (FORMER PK ROADHOUSE) AT MACY & GRAND. BRING A FOLDING CHAIR AND MASK OR PREPARE TO STAND**

Engelking, Travis

From: Magee, Robert
Sent: Wednesday, September 2, 2020 1:32 PM
To: Engelking, Travis
Cc: Hildebrand, John
Subject: FW: New Form Content Email Subject By DNNSmart Super Form

Please add these comments to the official record.

From: Justus, Kerstin <KJustus@RIVCO.ORG>
Sent: Wednesday, September 2, 2020 1:28 PM
To: Magee, Robert <RMagee@RIVCO.ORG>; Almiron, Tricia <talmiron@rivco.org>
Subject: Fw: New Form Content Email Subject By DNNSmart Super Form

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From: RCIT-WebSupport@rivco.org <RCIT-WebSupport@rivco.org>
Sent: Tuesday, September 1, 2020 9:59 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: New Form Content Email Subject By DNNSmart Super Form

Contact us

Your Name *	Christina Fambrough
Email Address *	sunnystina@gmail.com
Phone Number	5626861848
Subject	Stop pot shop on grand ave and macy in lake Elsinore
Message *	Please stop pot shop from opening at the old pk's roadhouse location at macy and grand ave in lake Elsinore. My husband will move us out of California if it happens. We are republican conservatives and we vote for you. Thank you

---

Engelking, Travis

From: Magee, Robert
Sent: Friday, September 4, 2020 8:54 AM
To: Engelking, Travis
Cc: Hildebrand, John; Almiron, Tricia
Subject: FW: New Form Content Email Subject By DNNSmart Super Form

Please add this comment to the public record.

From: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Sent: Friday, September 4, 2020 8:49 AM
To: Magee, Robert <RMagee@RIVCO.ORG>; Almiron, Tricia <talmiron@rivco.org>
Subject: FW: New Form Content Email Subject By DNNSmart Super Form

From: RCIT-WebSupport@rivco.org <RCIT-WebSupport@rivco.org>
Sent: Thursday, September 3, 2020 7:26 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: New Form Content Email Subject By DNNSmart Super Form

Contact us

Your Name *	Jim Estrada
Email Address *	Jestrada@eliteroofingsupply.com
Phone Number	948-616-0739
Subject	Empire dispensary
Message *	We are at a meeting that I understand you were invited to, but declined. Empire has no business opening up a dispensary immediately across the street from an elementary school bus stop, and 50 feet from residences. You need to do something about this proposed business. These things are all about profits and licenses, and you see the benefit of this, and don't live in the neighborhood that it is effecting.

Engelking, Travis

From: Magee, Robert
Sent: Thursday, September 3, 2020 3:01 PM
To: Engelking, Travis
Cc: Hildebrand, John; Larry R. Markham
Subject: CUP 190013 Mailing List

Travis,

Can you please add Larry Markham to the mailing list of CUP 190013. Larry is working on a Commercial project (in the City Limits) on Grand and Macy and has been in consultation with Caltrans about ultimate improvements to their right-of-way in this area. I want o make sure everyone stays in the loop.

Markham Development Strategies
28693 Old Town Front Street, Suite 300-D
Temecula, CA 92590

Thank you.

Robert E. "Bob" Magee
District Director, Supervisor Jeffries
Mayor Pro Tem, City of Lake Elsinore

Riverside Office
951-955-1010
4080 Lemon Street, 5th Floor Riverside, CA 92501

Lake Elsinore Office
951-471-4500
16275 Grand Ave., Bldg., "D", Lake Elsinore, CA 92530

Engelking, Travis

From: Magee, Robert
Sent: Friday, September 4, 2020 8:55 AM
To: Engelking, Travis
Cc: Hildebrand, John; Almiron, Tricia
Subject: FW: Cannabis store on Macy

Please add this comment to the public record.

From: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Sent: Friday, September 4, 2020 8:50 AM
To: Magee, Robert <RMagee@RIVCO.ORG>; Almiron, Tricia <talmiron@rivco.org>
Subject: FW: Cannabis store on Macy

From: sierra salcedo <sierrasalcedo7@gmail.com>
Sent: Thursday, September 3, 2020 6:13 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: Cannabis store on Macy

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I wanted to oppose on the cannabis store that is close by our neighborhood as I'm not in agreement as there are school stops and public buses that kids ride on once the pandemic is done with and people whom may influence others and want to voice my opinion on this.

Engelking, Travis

From: Magee, Robert
Sent: Tuesday, September 8, 2020 8:57 AM
To: Engelking, Travis
Cc: Hildebrand, John
Subject: FW: Cannabis Facility at Grand &Macy
Attachments: Neighbors Meeting report .docx; IMG_0006.JPG; IMG_0012.JPG; IMG_0014.JPG

Please add to your file.

From: Mary Jo Ramirez <ramirezmaryjo008@gmail.com>
Sent: Saturday, September 5, 2020 10:21 AM
To: Magee, Robert <RMagee@RIVCO.ORG>
Subject: Cannabis Facility at Grand &Macy

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Please find notes and concerns generated from the community meeting held with Empire Connect on 09/03/20.

Thank You

Mary Jo Ramirez
33051 Macy St.
Lake Elsinore,

Notes and Concerns from 09/03/20 meeting with Empire Connect.

After last nights meeting it is even more evident that Empire Connect does not belong in our neighborhood. Not one person in our neighborhood is in favor of this project.

Christopher Henry (owner) and Anthony Hicks (operations manager) presented and informed the community members (over 70 individuals were present) that Riverside County for 2 years has been working with Empire Connect to bring a Cannabis facility into our community. When asked why they purchased the property they stated they were provided a map by the County for the different places that a Cannabis facility could be placed, Macy and Grand was one. That is why they bought the building located at Grand and Macy because it was indicated by the County as a place to put their proposed facility.

Mr. Henry also stated that the County was working with him on this project and suggested the County had "encouraged" him to buy the lot adjacent to the proposed facility for a parking lot. Which actually is zoned as residential! Why would the County encourage that when it will put the cannabis facility even further in our neighborhood? If what Mr. Henry stated is true "encouraging" Empire Connect to purchase a lot that encroaches further into our neighborhood is not acceptable! Especially when the Board of Supervisors has not voted concerning their permit. Mr. Henry said he however is choosing to buy the lot/property on Lime St. for his parking lot and he has put in a Letter of Intent to the Real Estate Company, however after speaking with the real estate broker today about the property I confirmed that is not true, no Letter of Intent has been submitted.

Mr. Henry claimed that Empire Connect had canvassed the neighborhood prior to the purchase through a "Canvassing Contract Company" however that actually never happened! They never canvassed our community. Our neighborhood was not notified of the intent to put a Cannabis Facility in our area until the Planning Commission meeting in June. It was only then that notification went to a few of the neighbors (those within 600 ft.) from the Planning Department about Empire Connect intent to open in our community.

Mr. Henry said he was never told by anyone from the County that an illegal Cannabis facility had once operated at Macy and Grand until just recently (this statement was not true due to the fact it was brought out by community members during the June Planning Meeting). Kevin Jeffries and his office was fully aware of the illegal operations that occurred at this site so why would the County if working with Empire Connect for 2 years did not bring this information to their attention prior to them purchasing the building. Kevin Jeffries and his staff were

fully aware that safety, traffic issues, and the nightmare that occurred for residents when a Cannabis facility did operate at this site. Mr. Henry also let the community know how he had to pay the County
$ 250,000 fees to even begin!

An ongoing concern is how information that was presented at our community meeting by Mr. Henry changed from what he presented at the Planning Commission meeting including different numbers of consumers that will visit his facility. Mr. Henry states he may have exaggerated numbers at he Planning Commission meeting (he had stated 500 to 1000 daily). He also made a statement that "unfortunately" where he personally lives there is a dispensary (Unfortunately??? And he personally feels that way but is imposing one in our community?) When asked about who will Empire Connect target he stated more the "high-end" consumer and not necessarily the consumer from Lake Elsinore, indicating that individuals from Lake Elsinore/ Lakeland Village are beneath his clientele he will be marketing to. Mr. Henry tried to soothe safety concerns by stating an armed guard will be present 24 hours a day and policing the area. This is the entrance into our neighborhood and we do not want that type of presence in our community "policing our area".

How do we believe anything Empire Connect says when already they change information to fit who they are talking to, make false claims, and indicate a partnership between "them and the County", never taking into consideration the neighbors, the taxpayers, the voters in our community. It reeks of misstatements, dishonesty and overall lack of concern. This is our community, our neighborhood, our homes, by Mr. Henry buying a building does not make him a part of our community nor does his business identify who we our as a community. We do not want this cannabis facility in our neighborhood, next to our homes, it is not a community benefit!

Thank You,

Rudy & Mary Jo Ramirez
33051 Macy St.
Lake Elsinore, Ca. 92530
(951) 609-3013

Engelking, Travis

From: Magee, Robert
Sent: Tuesday, September 8, 2020 8:59 AM
To: Engelking, Travis
Cc: Hildebrand, John
Subject: FW: Permit #190013/ Development Agreement #1900008

Please include in your file.

From: Maria Armijo <ednamagilicutty@yahoo.com>
Sent: Sunday, September 6, 2020 12:42 PM
To: Magee, Robert <RMagee@RIVCO.ORG>
Subject: Fw: Permit #190013/ Development Agreement #1900008

District Director Bob Magee

We vehemently oppose Permit #190013/ Development Agreement #1900008 and urge your NO vote.

Last night I participated in the outdoor community meeting with co-owner of Empire Connect, Mr. Henry. There was a group of between 75-80 very upset, disillusioned homeowners.

We were not given notice of the proposed dispensary. Empire told us they went door to door for notification. The 1st 4 homeowners next to the dispensary, were in attendance, stated they never received notice & did not sign any list for Empire. They assured us they had signatures but of who we would like to know.

They held a meeting 2 miles down Grand Ave to which very few local homeowners attended. Empire employees outnumbered homeowners from that area. Our community was not notified. Why a meeting now, after they purchased the building? Mr. Henry stated that Empire had no idea there was so much opposition. He explained that normally Empire handles the notifications. He stated that you, the County, said that you would do notification.

Many of us asked, "Why this neighborhood?", for which he never answered. Since it seems this was mishandled from the beginning, maybe you are unaware this is at the entrance to our neighborhood. Even though Hwy 74 runs directly in front of this site, it is a very narrow, congested 2 lane hwy.
This is not an industrial unit or business area. But our neighborhood.

That does not include the other practical reasons this is a inane idea to open a dispensary at this location.
*Grand Ave which is Hwy 74 is only two lanes at Macy.
*Grand Ave is the corridor to Ortega Hwy & Orange County.
*This stretch of Grand is very congested during traffic hour.
*We have 2 elementary school bus stops directly across from this dispensary. One at the end of Macy St & one directly across on Grand for homes on the lake side.
*Our high school is 1/8th of a mile from this dispensary & students have to walk directly in front of this site.
*Empire told the County Planning Commission they expect 800-900 customers a day. Not a week, & they are open 7 days.
*We are unable to safely enter & exit Macy during traffic hour let alone with the dispensary adding to the congestion & danger.

I am not opposed to Empire opening a dispensary but not in our neighborhood. I believe Empire even has the right to have a site but not to the detriment of an entire neighborhood.

Mr. Henry made many promises of trees, a new parking lot, building upgrades, armed security guards outside & even on every street. What Empire fails to understand is that our community does not want to live in an area where these promises are needed.
They are not wanted in our neighborhood at this location PERIOD.

Before you vote , please imagine how you would feel if this was on your street in your neighborhood. The problem is that County Supervisors do not live here & seem tone deaf to our concerns. This is not a business district but a small established neighborhood. The kids that grew up her are now buying homes alongside their parents. I am not able to think what it will do to our property values.

Please vote NO on this site to for Empire Connect's dispensary.

Thank you for your time and consideration.

Henry & Maria Armijo
33191 Macy Street
Lake Elsinore, CA 92530
951-678-5422

Engelking, Travis

From: Hildebrand, John
Sent: Thursday, September 10, 2020 10:54 AM
To: Damaris Abraham
Cc: Justin Kirk; Engelking, Travis
Subject: RE: CUP190013/DA190008 -- County cannabis application on Grand Ave & Macy Street

Damaris – We will be sure to notice the City when this project gets scheduled for the BOS hearing.

Regards,

John Earle Hildebrand III – *Deputy Director of TLMA - Planning*
eMail: jhildebr@rivco.org
Phone: (951) 955-1888

Riverside County Planning Department
4080 Lemon Street, 12'th Floor
Riverside, CA 92501

From: Damaris Abraham [mailto:dabraham@lake-elsinore.org]
Sent: Thursday, September 10, 2020 10:39 AM
To: Hildebrand, John <JHildebr@RIVCO.ORG>
Cc: Justin Kirk <jkirk@Lake-Elsinore.org>
Subject: CUP190013/DA190008 -- County cannabis application on Grand Ave & Macy Street

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.

Hello John,

Hope all is well. I'm writing to request for the City to be added to your mailing list for any notifications regarding the above mentioned application. Please keep us informed on any progress made on this application.

Thank you,

Damaris Abraham
Senior Planner
City of Lake Elsinore
(951) 674-3124, ext. 913

Attention:

Kevin Jeffries Office

Petition Opposing Conditional Use Permit No. 190013 and Development Agreement No. 1900008

Marijuana Dispensary Located at Grand & Macy St.

12/15/20 BOS Agenda

From: Mary Jo Ramirez
33051 macy St.
Lake Elsinore, Ca.

Cell
(951) 537-7120

~~Ramirez rudy 74~~ Ramirez rudy 74 @ yahoo. Com

Petition in Opposition of Proposed Cannabis Facility On SW Corner of Grand Avenue and Macy Street—Lake Elsinore

We the undersigned residents, are in complete OPPOSITION of the proposed **location** for a Retail Cannabis Facility—**CUP No. 190013 and Development Agreement No. 1900008.** The facility under consideration is located at the SW corner of Grand Avenue and Macy Street—Assessor Parcel Number 387-103-006. We are NOT opposed to this type of business operating in a NON-residential area. This enterprise, in this location, would **negatively** impact Traffic Control, Safety, Street Parking and the Lifestyle of our Residents. ***We urge a "NO" Vote by our County Supervisors.***

	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / CHRIS Lorenz	32821 Westpoe Way Winchester CA 92596
2.	[signature] / Damon Conkright	38720 Magee heights Way Pl. CA 92059
3.	[signature] / JERIDIAH RODRIGUEZ	3044 VIA ROMAZA CARLSBAD CA 92009
4.	[signature] / Naim Dobach	15671 Lake Terrace Dr
5.	[signature] / Samar Owes	15671 Lake terrace Dr
6.	[signature] / DANILO	15620 SHADOW MTN. LN.
7.	Ashley Alverson / ASHLEY ALVERSON	33103 MACY
8.	Robert Skrede / Robert Skrede	15750 Lake Terrace Dr.
9.	[signature] / David Moreno	15661 Laguna Ave
10.	[signature] / [signature]	13817 Oak Knoll Dr.

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	SIGNATURE and Printed Name	ADDRESS
1.	Brittany Kaimer / Brittany Kaimer	15711 Lake Terrace Dr. Lake Elsinore, CA 92530
2.	Rebecca Schoonover / Rebecca Schoonover	5230 Konic Ct Riverside, CA 92509
3.	Tracey L. Arand / TRACEY L. ARAND	18281 Gaffey Dr. Lake Elsinore CA 92532
4.	Frank C. Kaimer / Frank C. Kaimer	18281 Gaffey Dr Lake Elsinore CA
5.	Gina Schoonover Gina Schoonover	5230 Konic ct Riv ca 92509
6.	Wesley Kaimer / Wesley Kaimer	15711 Lake Terrace Dr. Lake Elsinore, CA 92530
7.	Amie Kinnison / Amie Kinnison	212 Mohr. St. Lake Elsinore, CA 92530
8.	Derek Kinnison / Derek Kinnison	212 Mohrst Lake Elsinore 92530
9.	Nicole Boden / Nicole Boden	283 White Oak Rd. Lake Elsinore 92530
10.	Devin Fargo / Devin Fargo	283 White Oak Rd Lake Elsinore 92530

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	SIGNATURE and Printed Name	ADDRESS
1.	Dale Benson	33080 Molly Ct. Lake Elsinore, CA.
2.	Ana Benson / Ana Benson	33080 Molly ct. Lake Elsinore CA 92530
3.	/ Sweta Patel	16005 Grand Ave Lake Elsinore, CA 92530
4.	Felipe Galindo To / Felipe Galindo Torres	33100 Trabuco dr Lake Elsinore CA. 92530
5.	/ John Galindo	33100 Trabuco Dr. Lake Elsinore CA, 92530
6.	Lucia Galindo	33100 Trabuco Dr. Lake Elsinore Ca. 92530
7.	/ Ana Lulch	15812 - Grand Ave Lake Elsinore CA 92530
8.	Lisa Sandell / LISA SANDELL	15611 Lake Terrace Dr
9.	/ MARK GOMENNY	424 FLAT ROCK ROAD
10.	Cecilia Caliva / Cecilia CALIVA	1155 DAISY Lane

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	SIGNATURE and Printed Name		ADDRESS
1.		MD MEFTAH UL ISLAM	33100 Molly Court, Lake Elsinore, CA 92530
2.	F. Zaman.	/ Fahmida Zaman.	33100 Molly ct Lake elsinore. CA-92530
3.		/ Angeles Ponce	137 S. Massachusetts St. Elsinore CA 92530
4.		/ Martin Ponce	137 S Massachusetts St. L.E.
5.		/ Analia Ponce	137 S. Massachusells St. Lake Elsinore, CA 92530
6.		/ CHRIS GUMIENNY	424 FLAT ROCK RD
7.	Tania Tufrey	/ Tania Tufrey	4 Jenkinson Street
8.	Wayne Tufrey	/ WAYNE Tufrey	4 JENKINSON STREET
9.	Abbe DeLong	/ Abbe DeLong	1619 Kensington Dr.

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	SIGNATURE and Printed Name	ADDRESS
1.	Susan Mason / Susan Mason	15610 Lake Terrace Dr Lake Elsinore 92530
2.	Gary L Mason / Gary Mason	15610 Lake Terrace dr Lake Elsinore 92530
3.	Ina Garcia / Ina Garcia	15601 Lake terrace pl Lake Elsinore Ca. 92530
4.	Sandrina Garcia /	15601 Lake terrace dr Lake elsinor ca 92530
5.	/ Maria Garcia	15601 Lake Terrace dr.
6.	/ Cynthia Garcia	15601 Lake terrace dr
7.	Robert Bynon / Robert Bynon	5522 Pepperwood
8.	Stephanie Bynon / Stephanie Bynon	5522 Pepperwood
9.	B W. / Brittany Westfall	26886 Shelter Cove Ct.
10.	Steve Westfall / Steve Westfall	26886 Shelter Cove Ct

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	SIGNATURE and Printed Name	ADDRESS
1.	Anita Farrell / Anita Farrell	33115 Molly Ct, L.E.
2.	[illegible] / Robert [illegible]	17231 De Brask Rd L.E
3.	CVR / CVR	17231 De Brask Rd EL
4.	Johanna Montoya / Johanna Montoya	33090 Molly Ct. LE
5.	M Montoya / M Montoya	33090 Molly Court
6.	[illegible] / Stephanie Valencia	33090 Molly Court
7.	[illegible] / JOHN VALENCIA	33090 MOLLY CT LE
8.	Jonathan Montoya / Jonathan Montoya	33090 Molly Ct LE
9.	[illegible] / BRYAN DORE	15515 Rose
10.	[illegible]	15711 Half Moon Dr.

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SIGNATURE and Printed Name	ADDRESS
1. Bob Abbey / [signature]	15701 Half Moon Dr
2. Courtney Fregeau / [signature]	29112 Wayfer Ln Lk Elsinore
3. Anthony Calderon / [signature]	29112 Wayfer Ln. Lk Elsinore CA
4. Morgan West / [signature]	15680 Shadow mountain lane lake, elsinore CA 92530
5. Tyler Thomas / [signature]	27994 Sunlight ct. Lake elsinore, CA 92530
6. Rodolfo Silva / [signature]	32962 Bonnie lea Drive
7. Brian Gunn / [signature]	15620 LaGuna AVE
8. Alejandro Acosta / [signature]	15555 Rose St.
9. Ana Candelario / [signature]	15555 Rose St.
10. Margarita Castillo / [signature]	30854 Young Dove St

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SIGNATURE and Printed Name	ADDRESS
1. Ted Alverson / Ted ALVERSON	33103 Macy St L.E.
2. Nancy Alverson / NANCY ALVERSON	33103 MACY St. L.E.
3. Carole Feeney / Carole Feeney	15611 Lake Terrace DRIVE L.E.
4. [illegible] / DAVID FEENEY	15611 LAKE TERRACE DR L.E
5. Rex Bratcher / REX BRATCHER	33115 MACY ST. L.E.
6. Lacinda Rivera / Lacinda RAVIRA	33115 MACY ST. LE
7. Maria Rel / Maria Gonzalez	33129 Macy. ST.
8. Linda Limon / Linda G.	33129 Macy ST
9. Christine Fambrough / Christine Fambrough	33420 Maria Ct.
10. Eugene Fambrough / Eugene Fambrough	33420 Maria Ct.

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	SIGNATURE and Printed Name	ADDRESS
1.	/ BRUCE BLINN	15780 HALE MOON
2.	/ Brenda Stock	15790 Half Moon Dr
3.	Narciso Medrano /	33410 Maria Ct
4.	/ DAVID KINCER	33470 MARIA CT
5.	/ Jordan Kincer	33470 Maria Court
6.	/ Rebecca Kincer	33470 Maria Ct
7.	/	33435 Maria Ct.
8.	/ Dawn Dahlitz	33450 Megan ct.
9.	/ BRENT DAHLITZ	33450 MEGAN CT.
10.	/	15641 Half Moon Dr

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	SIGNATURE and Printed Name	ADDRESS
1.	Erika A Bravo / Erika A. Bravo	15631 Lake Terrace Dr.
2.	Margarita Gomez	15661 Lake Terrace Dr
3.	Agustin Diaz Olarde.	
4.	Valerie Fonseca /	33524 Breckenridge Ht.
5.	ARuiz / Alexandria Ruiz	32998 pepper dr.
6.	Rachelle Freeland / Rachelle Freeland	15640 Lake Terrace Dr.
7.	[illegible] / Francisco Diaz	15661 Lake Terrace Dr.
8.	[illegible] / Martha Gonzalez	" " " Lake Elsinore CA
9.	Chloe Harris / CHLOE HARRIS	15620 Laguna LE
10.	Chip Gumienny / CHIP GUMIENNY	15611 LAKE TERRACE

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SIGNATURE and Printed Name	ADDRESS
1. [signature] / DAVE CONTRERAS	15690 SHADOW MOUNTAIN LN LAKE ELSINORE, CA 92530
2. [signature] / ROBERT BYNON	5522 Pepperwood Ave
3. [signature] / Jeff Terry	1819 Slipway
4. [signature] / [illegible]	1527 Corona St [illegible]
5. Cheryl Perez / CHERYL PEREZ	33103 MACY ST.
6. [signature] / Dennis Jones	15600 Lake Terrace Drive
7. Mauricio Perez / [signature]	33137 - Macy St.
8. [signature] /	15601 Shadow Moutain Ln
9. [signature] /	15601 Shadow mountain Ln
10. Guillermo / Piedra	15601 Shadow Mountain Ln

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / Brian Johnson	33085 Trabuco Dr. Lake Elsinore,
2.	[signature] / BRIAN TIOSELO	33095 TRABUCO DR. L E CA 92530
3.	[signature] / Andrew Greeley	33090 Trabuco Dr. Lake Elsinore
4.	[signature] / Jon Miles	33237 Lookout Cir. LE, CA 92530
5.	[signature] / JOEY ESGUERRA	33105 TRABUCO DRIVE
6.	[signature] / David T. Morris	33080 TRABUCO DRIVE
7.	Isaac Arredondo / ISAAC ARREDONDO	33095 Molly CT
8.	Rebeca Cisneros / Rebeca Cisneros	33095 Molly CT
9.	[signature] Kimberly Stamps	33085 Molly Ct.
10.	[signature] / Daisy Orio	33085 Molly Ct

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	SIGNATURE and Printed Name		ADDRESS
1.	[signature]	ALVEN LAQUI	15651 LAKE TERRACE DR LAKE ELSINORE CA 92530
2.	[signature]	Jesus Rodriguez	15670 LAKE TERRACE DR LAKE
3.	[signature]	Bertha Rodriguez	15670 LAKE TERRACE DR LAKE ELSINORE 92530
4.	[signature]	Elvira Morales	15781 Lake Terrace Lake Elsinore CA 92530
5.	[signature]	Eric Cooper	15781 Lake Terrace
6.	[signature]	Tawny Moore-Garrett	15610 Shadow Mnt. Ln. Lake Elsinore, CA 92530
7.	[signature]	Dillon Ross	15180 Shadow Mountain Lane
8.	[signature]	DEBORAH HARRIS	15630 LAGUNA AVE LAKE ELSINORE
9.	[signature]	JASON DELONG	29572 Mesa Verde Circle
10.	[signature]	Tracy Barry	6278 Bluebell Street

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	SIGNATURE and Printed Name	ADDRESS
1.	Krista Grimshaw / KRISTA G.	32700 RIVERSIDE DR. LAKE ELSINORE, CA. 92530
2.	Tony Freedman / TONY FREEDMAN	15701 Lake Terrace DR. 92530
3.	Adriana Howell / Adriana Howell	15701 Lake Terrace Dr. 92530
4.	Mary Ann DeSilveria Davidson / Mary Ann DeSilveria Davidson	15701 LAKE TERRACE DR. 92530
5.	Melissa Sasse / Melissa Sasse	15701 Lake Terrace Dr. 92530
6.	/ Jaime Tucker	15610 Shadow Mt. Lane 92530
7.	/ John Tucker	15610 Shadow Mt. Lane 92530
8.	Philip Patrick / Philip Patrick	15600 SHADOW MTN LANE 92530
9.	Jennifer Patrick / Jennifer Patrick	15600 Shadow Mtn Ln 92530
10.	Kelly Grijalva / Kelly Grijalva	15641 Half Moon Dr.

Petition in Opposition of Proposed Cannabis Facility On SW Corner of Grand Avenue and Macy Street—Lake Elsinore

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	SIGNATURE and Printed Name	ADDRESS
1.	Joshua Buchanan	15650 Half Moon Dr
2.	Caitlin Buchanan	15650 Half Moon Dr
3.	Chad Hill	15651 Half Moon Dr.
4.	Florem Hill	15651 Half Moon Dr
5.	F. Medalle	15661 Half Moon Dr
6.	Deniz Ciska / Fekri Ciska	15680 Half Moon Dr
7.	Robert M Ciska	15680 Half moon DR.
8.	CINDY BAHRAM	15731 Shadow Mnt. Ln. LK Elsinore CA.
9.	CHRISTIAN BUSTAMANTE	15731 SHADOW MNT. LN LK. ELSINORE, CA. 92530
10.	Treavone L. Garrett	15660 Shadow Mountain Lane Lake Elsinore CA 92530

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	SIGNATURE and Printed Name	ADDRESS
1.	Maria Barrios	Washington St.
2.	Vanessa Acosta	Trabuco Dr. 92530
3.	Judy Lippold	33063 Macy St. L.E.
4.	JOSE LL VARGAS	15536 Orange St. L.E.
5.	Roberta Gonzalez	33420 Megan Ct L.E
6.	Charles Cox	33426 Megan ct LE
7.	Josue	33430 Mann Ct
8.	Cheryl Bisesto	15711 Shadow Mountain Lane LE. CA
9.	Kathy Jablecki	15701 Half moon DR. LAKE ELSINORE
10.	Stacy Jablecki	15701 Half Moon Dr.

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	SIGNATURE and Printed Name	ADDRESS
1.	/ Daniel Agustie	33050 LIME ST
2.	/ Madelene A. Leale	33062 Lime ST
3.	/ Takoya Clark	33102 Lime St
4.	/ CLAUDIA ALFARO	15575 Laguna
5.	/ Lissette Luna	15595 Laguna Ave
6.	/ Rob - Deb	33183 Macy St
7.	/ Maria E Armijo	33191 Macy St.
8.	/ HENRY ARMIJO	33191 MACY ST
9.	/ Ben O'Shea	33205 macy St
10.	/ Khaled Abualrejal	33400 Waltham Pl

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / JAMIE LAQUI	15651 LAKE TERRACE
2.	[signature] / Daniel Cooper	33229 Macy
3.	Keith Perrson / KEITH PERRSON	15611 Lake Terrace Dr.
4.	[signature] / Alan Schwarz	15751 LAKE TERRACE
5.	[signature] / Curtis Kirkpatrick	15730 Laguna
6.	[signature] / Greg Funk	15671 LAKE TERRACE
7.	Jorge Soria / [signature]	15790 Laguna Ave
8.	Isaiah Zambrano / [signature]	33420 Macy St.
9.	Kathy Jablecki / Kathy Jablecki	15701 Half Moon DR.
10.	[signature] / Stacy Jablecki	15701 Half Moon Dr.

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	SIGNATURE and Printed Name	ADDRESS
1.	LKFrank / LESTER FRANK	15660 LAGUNA AVE
2.	Blanca Frank / BLANCA FRANK	15660 LAGUNA AV
3.	Jane R Hall	15763O LAGUNA AVE
4.	Maureen Ford	15760 Laguna Ave.
5.	Miguel Soto /	15690 LAGUNA AVE.
6.	Curtis Kirkpatrick / Curtis Kirkpatrick	15750 Laguna AVE
7.	Rufino Lagunas / Rufino Lagunas	15770 Laguna Ave
8.	/ Irwin soria	15740 Laguna Ave
9.	Kimberly Stamp / Kimberly Stamp	33085 Molly Ct LE
10.	Betty Davis / Betty Davis	33110 Molly Ct, LE

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	SIGNATURE and Printed Name	ADDRESS
1.	Gary D. Rush / Gary D. Rush	33089 MACY ST, Lake Elsinore, CA
2.	MARTHA RUSH	33089 "MACY ST" L.E.
3.	Keith Banks / Keith Banks	33075 MACY ST.
4.	Mark Banks / MARK BANKS	33075 MACY ST.
5.	Nancy Alverson / NANCY ALVERSON	33103 MACY St
6.	Jeff Alverson ALVERSON	33103 Macy st
7.	MARIO ROCHA / MARIO ROCHA	33129 MACY ST.
8.	Cindy Kanter / Cindy Kanter	33150 MACY
9.	Brenda Brownfield / Brenda Brownfield	33150 MACY ST.
10.	/ Valley Harris	15630 Laguna ave.

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	SIGNATURE and Printed Name	ADDRESS
1.	Tim Farrell / Tim Farrell	33115 Macy Ct
2.	Nicole Bullock / Nicole Bullock	33445 Megan Ct.
3.	Jeremy Bullock /	33445 MEGAN CT
4.	Ashley Alverson / Ashley Alverson	33103 Macy St LE
5.	/ JAMES COSTERE	15650 LAKE TERRACE
6.	Liliana L. / Liliana	15740 Lake Terrace
7.	Andrew Palafox / Andrew Palafox	15740 Lake Terrace
8.	Irina Lemb / Trina Lemb	15721 Lake Terrace Dr.
9.	Carole Feeney / Carole Feeney	15611 Lake Terrace Dr
10.	/ DAVID FEENEY	15611 LAKE TERRACE DR

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / Seben Gandler	33115 Trabuco Dr
2.	[signature] / Jeff Grijalva	15641 Half Moon Dr. L.E.
3.	[signature] / Greg Collison	15630 Halfmoon
4.	Isabel Benavidez / [signature]	15800 Laguna Ave.
5.	[signature] / Robert Abbey	15701 Halfmoon Dr. L.E.
6.	[signature] / Ivan Zaragoza	15153 Versailles St
7.	Christine Toscano / Christine Toscano	15611 Lake Terrace Dr
8.	Tracy DeLong / Tracy DeLong	15611 Lake Terrace Dr
9.	[signature] / Kathy Estrada	15661 Shadow Mountain Ln
10.	[signature] / Jim Estrada	15661 Shadow Mountain Ln

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	SIGNATURE and Printed Name	ADDRESS
1.	Dana Zentgraf / Dana Zentgraf	15720 Lake Terrace Dr. LE CA 92530
2.	Daniel Rabadi / DANIEL RABADI	15770 LAKE TERRACE DR LAKE ELSINORE CA 92530
3.	/ Jennifer Karreson	33170 Trabuco Dr. Lake Elsinore CA 92530
4.	/ Jose A. Tapia	15800 Lake Terrace Dr. Lake Elsinore CA 92530
5.	/ Tracy Stengel	15800 lake terrace dr. Lake Elsinore CA 92530
6.	/ Heather York	15730 Shadow mountain ln Lake Elsinore CA 92530
7.	/ JONNY SHEPHERD	15730 SHADOW MOUNTIAN LN LAKE ELSINORE CA 92530
8.	/ Ashley Barmer	15711 Shadow mountain Ln Lake Elsinore CA 92530
9.	/ David Anderson	15720 Shadow Mt Ln 92530 Lake Elsinore CA
10.	/ Courtney Berg	15711 Shadow Mountain Ln Lake Elsinore CA

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / Seben Candler	33115 Trabuco Dr
2.	[signature] / Jeff Grijalva	15641 Half Moon Dr. L.E.
3.	[signature] / Greg Collison	15630 Halfmoon Dr
4.	Isabel Benavidez / [signature]	15800 Laguna Ave.
5.	[signature] / Robert Abbey	15701 Halfmoon Dr. L.E.
6.	[signature] / Ivan Zaragoza	15153 Versailles St
7.	Christine Toscano / Christine Toscano	15611 Lake Terrace Dr
8.	Tracy DeLong / Tracy DeLong	15611 Lake Terrace Dr
9.	[signature] / Kathy Estrada	15661 Shadow Mountain Ln
10.	[signature] / Jim Estrada	15661 Shadow Mountain Ln

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	SIGNATURE and Printed Name	ADDRESS
1.	Sydnie Ratliff	1305 Sandia St.
2.	Brittany Unroe	31467 Mira Vista Way
3.	Jessica Golightly	3317 Wild Horse Privado #8
4.	Karen German	165 S. Tom Bowen Rd.
5.	Ron Vogel	11340 Ketchikan ST. M.V
6.	JAY GILLMON	15900 lake elsinore
7.	Ron Kopp	33170 TRABUCO Dr
8.	Ignacio Cantoni	15711 Shadow mountain Ln Lake Elsinore CA 92530
9.	Alexandra Nolle	15720 Shadow Mtn Ln lake elsinore 92530
10.	Ryan DeVaux	15701 SHADOW MNT LN LAKE ELSINORE 92530

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	SIGNATURE and Printed Name	ADDRESS
1.	Lynn Boimilla / LYNN BOIMILLA	33315 MACY ST, L.E.
2.	Michelle Prado / Michelle Prado	16511 Mango Loy L.E
3.	Laura Christoplis / Laura Christoplis	15324 Spyglass Dr. LE
4.	Joe Prado / JOE PRADO	16511 MANGO WAY, LE
5.	Rachel Sauceda / RACHEL SAUCEDO	16519 MANGO WAY. LE
6.	SCOTT DITES / Scott Dites	16579 MANGO WAY LE
7.	Brandi Blue / Brandi Blue	40582 Eyota Court, Murrieta
8.	Jennifer Adams / Jennifer Adams	29009 Nectarine Ct Lk Elsinore
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Tammy Clark / Tammy Clark	15731 Lake Ridge Rd. Lake Elsinore, CA 92530
2.	/ Lawrence P. Clark	15731 Lake Ridge Rd Lake Elsinore CA 92530
3.	Hilda De La Cruz / HILDA DELA CRUZ	15730 LAKE RIDGE RD L.E., CA 92530
4.	Jose R. De La Cruz / Jose De La Cruz	" " "
5.	/ James Smedley	15721 Lake Ridge Rd. Lake Elsinore, CA. 92530
6.	/ Amanda Smedley	15721 Lake Ridge Rd. Lake Elsinore, CA. 92530
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Jan Flournoy / Jan Flournoy	33810 Naranjo Drive Lake Elsinore 92530
2.	Jack Flournoy / Jack Flournoy	33810 Naranjo Drive Lake Elsinore 92530
3.	Sue Howell / Sue Howell	33692 Naranjo St Lake Elsinore, Ca 92530
4.	Steven Howell / Steven Howell	33692 Naranjo St Lake Elsinore Ca 92530
5.	Kelly McCarroll / Kelly McCarroll	33697 Naranjo Drive Lake Elsinore CA 92530
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / Jim Estrada	15661 Shadow Mountain Ln
2.	[signature] / [illegible]	15661 Shadow Mountain Ln
3.	[signature] /	15651 Shadow Mountain Ln
4.	[signature] / TOMAS GALINDO	33330 LAIM
5.	[signature] / ELODIA G. ALINDO	33330 LUME
6.	Alicia Contreras [signature] / Armando Contreras [signature]	33430 Maria Ct. Lake Elsinore, CA, 92530
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	[signature] / Michael Osther	33215 Macy St, L.E. 92530
2.	[signature] / Heather Osther	33215 Macy St., L.E., 92530
3.	[signature] / Mary Jo Ramirez	33051 Macy St.
4.	[signature] / Rudy Ramirez	33051 Macy St.
5.	/	
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	/	33240 Lime St.
2.	Alberto Castellanos /	33242 Lime St.
3.	/ Mike Mason	33310 Lime St.
4.	Yesenia Galindo /	33330 Lime St.
5.	/ Josué Moreno	33248 Lime St.
6.	Maria Moreno Maria M.	33248 Lime St.
7.	MARGARITO MENDOZA /	33165 MACY ST.
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Kathy O'Toole / Kathy O'Toole	33225 Macy St. Lake Elsinore
2.	_____ / _____	_____
3.	_____ / _____	_____
4.	_____ / _____	_____
5.	_____ / _____	_____
6.	_____ / _____	_____
7.	_____ / _____	_____
8.	_____ / _____	_____
9.	_____ / _____	_____
10.	_____ / _____	_____

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	SIGNATURE and Printed Name	ADDRESS
1.	Betty McGavin / Betty McGavin	33435 Megan Ct, Lk Elsinore
2.	/ Stanley Schroeder	28354 King Apache Cir, Menifee CA
3.	/ Trudy Bigelow	324 Hartnell Rd Orcutt, CA 93455
4.	Barbara Hume / BARBARA HUME	15750 HALF MOON LE. 92530
5.	Dan Hume / DAN HUME	15750 HALF MOON DR. L.E.
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Melissa Reilly / Melissa Reilly	15720 Lake Ridge Rd.
2.	Paul Reilly / Paul Reilly	15720 Lake Ridge Rd
3.	Bryen Reilly / Bryan Reilly	15720 Lake Ridge Rd.
4.	Nicholas Reilly / Nicholas Reilly	15720 Lake Ridge Rd.
5.	/	
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	/ Ty Coston	33480 Megan Ct.
2	/ Audrey Coston	33480 megan ct.
3.	/ Roberta flores	33475 Megan ct
4.	/ Carlos Garcia	33475 Megan ct
5.	/ Isaiah Flores	33475 Megan ct
6.	/ Alicia Amos	53181 Odyssey St.
7.	/ Erin Reich	32500 Riverside Dr
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Amelia E. Roach / AMELIA E. ROACH	15601 HALF MOON LAKE ELSINORE, CA 92530
2.	[signature] / Aaron Gifford	15601 Half Moon Dr, Lk Elsinore CA 92530
3.	/	
4.	/	
5.	/	
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

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	SIGNATURE and Printed Name	ADDRESS
1.	Kelly Hatfield / KELLY HATFIELD	33128 LIME ST - LAKE ELSINORE
2.	Richard G Hatfield / RICHARD G HATFIELD	33128 Lime ST. LAKE ELSINORE
3.	Sandra Marquez / Sandra Marquez	15099 Courtney Ln LE92530
4.	Penelope Berry /	545 Chaney St
5.	CARLOS F C /	33470 MACY ST.
6.	Betty Harrison /	34437 Dean St Wildomar
7.	/	
8.	/	
9.	/	
10.	/	

Petition in Opposition of Proposed Cannabis Facility On SW Corner of Grand Avenue and Macy Street—Lake Elsinore

We the undersigned residents, are in complete OPPOSITION of the proposed **location** for a Retail Cannabis Facility—**CUP No. 190013 and Development Agreement No. 1900008.** The facility under consideration is located at the SW corner of Grand Avenue and Macy Street—Assessor Parcel Number 387-103-006. We are NOT opposed to this type of business operating in a NON-residential area. This enterprise, in this location, would **negatively** impact Traffic Control, Safety, Street Parking and the Lifestyle of our Residents. ***We urge a "NO" Vote by our County Supervisors.***

	SIGNATURE and Printed Name	ADDRESS
1.	/ Terry Richardson	33410 Macy Street, Lake Elsinore
2.	S. Richardson / Terina Richardson	33410 Macy Street, Lake Elsinore
3.	/	
4.	/	
5.	/	
6.	/	
7.	/	
8.	/	
9.	/	
10.	/	

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

Memorandum

Date: December 15, 2020

To: Riverside County Board of Supervisors

From: Travis Engelking, Project Planner

RE: December 15, 2020 Board of Supervisors Meeting, Conditional Use Permit No. 1900013 (CUP190013), Retail Cannabis – Condition of Approval added, 2 Conditions of Approval removed

---

Since the approval of the proposed project (CUP190013 and DA1900008) at the June 3, 2020 Planning Commission, Staff has modified the conditions of approval for the proposed project: Conditional Use Permit No. 190013 (Commercial Retail Storefront).

- **Added RCTD – Deceleration Lane** which reads as follows:

  Approval of the Street Improvement plans by the Transportation Department will clear this condition. The Project shall provide the following improvements:

  Within the existing road right-of-way, Grand Avenue at its southeasterly approach to Lime Street shall be widened to accommodate a deceleration lane per Ord. 461, Std, No. 803. Any object within 8-feet of the traveled way and/or 4-feet from the edge of pavement shall be removed in accordance with Ord. 461 Std. No. 820. Improvements are subject to Caltrans review and approval.

  or as approved by the Director of Transportation.

- **Deleted two conditions: RCTD – Improvements and RCTD – Improvement.** These no longer apply as they were for the parking lot option.

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

From: COB
Sent: Monday, December 14, 2020 3:46 PM
To: 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>; Engelking, Travis <TEngelki@RIVCO.ORG>; Leach, Charissa <cleach@rivco.org>
Subject: December 15 2020 Item 21.1 Public Comment & Request to Speak on Cannabis Retail in Lake Elsinore (Carole Feeney)

Greetings,

Below is a web comment received for December 15, 2020 Item No 21.1.

This will be filed with Agenda back-up.

Thank you,

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/

From: cob@rivco.org <cob@rivco.org>
Sent: Monday, December 14, 2020 1:44 PM
To: COB <COB@RIVCO.ORG>; carole.feeney@msn.com
Subject: Board comments web submission

First Name:	Carole
Last Name:	Feeney
Address (Street, City and Zip):	15611 Lake Terrace Drive, Lake Elsinore, CA 92530
Phone:	951.317.5280
Email:	carole.feeney@msn.com
Agenda Date:	12/15/2020
Agenda Item # or Public Comment:	CUP No. 190013
State your position below:	Oppose

Comments:

SAFETY is my main concern for opposing this type of business. This business is located at the main entrance to a large residential housing tract. There are hundreds of families surrounding this building where a cannabis facility is seeking a CUP. My neighbors and I are directly impacted by this type of business because of the SAFETY concerns which will occur with customers and transients entering our neighborhood and the projected increased traffic at the intersection of Macy and Grand. This intersection is not designed for a large amount of vehicle and pedestrian traffic. Grand avenue (Ortega highway) is a 2 lane main thorough fare and Macy is a residential street with a single stop sign. Potentially, traffic will back up into our family neighborhood. The children in our neighborhood will not be SAFE with unknown vehicles driving thru our residential streets. In the previous Planning Commission Meeting, the proprietor was asked to provide additional parking for this facility. To the best of my knowledge this has NOT been completed. The adjacent empty properties have not been converted into parking spaces. Also, the proprietor stated he would clean up and maintain this property. Occasionally there is some graffiti removal and the dumped trash is partially cleaned up. The building and land remains run down.

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 20201215. 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.

12/15/20 21.1

From: cob@rivco.org <cob@rivco.org>
Sent: Monday, January 11, 2021 12:43 PM
To: COB <COB@RIVCO.ORG>; judylippold@yahoo.com
Subject: Board comments web submission

First Name:	Judy
Last Name:	Lippold
Address (Street, City and Zip):	33063 Macy Street
Phone:	+19099387445
Email:	judylippold@yahoo.com
Agenda Date:	01/12/2021
Agenda Item # or Public Comment:	21.1 CUP# 190013 Development Agreement # 1900008
State your position below:	Oppose
Comments:	Honorable Board of Supervisors and Staff, For many months now, hundreds of neighbors in my residential community have shared their Opposition for the County's consideration in allowing a Cannabis business to operate at the entry-way to our neighborhood. We have regularly emailed our District 1 Supervisor, Kevin Jeffries and we have submitted petitions, made phone calls, held a meeting with the Retail Applicant, and otherwise, made it very clear that our residents vehemently oppose this project. We realize that we are now at the end of our ability to actively BLOCK or delay the VOTE on this matter. However, we are not finished with the business of PROTESTING the County's consideration for Approval of this Proposal. We residents have been inundated with explanations and promises by the Applicant--Empire Connect--that their Cannabis Dispensary will provide "Community Benefit" to our residents. We do not believe that ANY "Community Benefit" will be realized by our Residential Community. A Retail Business that forces students of all ages to navigate AROUND its premises to either walk to/from their bus stops in the AM and PM OR...forces High School students to walk in front of or THROUGH the very limited Parking area to avoid the ridiculously dangerous traffic flow on Grand Avenue (Hwy. 74) just to get to/from their school each day, does NOT "benefit" our community. A high volume patronage Retail Cannabis Dispensary that ignores a plethora of issues that our residents already face--as they try to enter/exit their already Traffic-Inundated neighborhood, does NOT "benefit" our community. Any monies that "might" be directed from this business TO our community would NOT substitute for the daily loss of our harmonious quality of life and our extremely low Crime Rate for greater than thirty years now. We are not relieved to hear that the Applicant will provide 24 hour Armed Guard Protection on its premises. Rather, we are terribly concerned about the very NEED for those services in an otherwise SAFE residential area. We absolutely KNOW that the placement of a Traffic Signal at the foot of Lime or Macy Streets in Lake Elsinore will NOT materialize. We are greatly troubled by the fact that Ortega Highway, the main thoroughfare into our valley--especially from Orange County--exits onto Grand Avenue where a ONE LANE highway in both directions--sends our visitors and residents to all other areas of our city. Do we really want a Cannabis Dispensary to be one of the first visible icons for our beautiful city? Is this our "Dream Extreme" advertisement? Thus far, we are truly disappointed by our District 1 Supervisor's lack of asking the "hard" questions of Empire Connect. Parking has been the only focus and concern during County Board meetings. We see that the LOCATION of this dispensary is both inappropriate and invasive to the residents who will be only negatively impacted by the approval of this business. Those members of our community who partake in using cannabis products have NO DESIRE to allow this dispensary to do business in our neighborhood. This is a RESIDENTIAL community and the Zoning for Commercial use at THIS particular location was created more than 35 years ago. At that time, our community had thousands of fewer residents and legal Cannabis sales were not even a consideration. Currently, the mayor of our city, Brian Tisdale, has shared his disapproval for the LOCATION of this operation. Why exactly, does the County remain adverse to directing and approving all Cannabis sales to exist in NON-residential areas? Supervisor Jeffries, there is an occupied house within 60 feet of the front door to this dispensary. Would YOU not be concerned if this were YOUR home? Our residents wonder why our other pertinent concerns have NOT been addressed? The members of our community are fearful of more traffic, more crime, more littering, more loitering, less privacy for those who live and walk in our neighborhood, more noise, more vehicle movement and certainly--we fear a reduction in overall SAFETY for our children and our residents. We believe that the guaranteed loss of SAFETY, peace and tranquility for our community should override any decision to simply APPROVE the operation of this Cannabis Dispensary. We understand that the Applicant has met the requirements of his Application. Unfortunately, the Applicant never did his "homework". He never canvassed our neighborhood before his property purchase. He KNEW that an illicit operation had existed in the same location and that the residents had been traumatized by its existence. However, this information did not motivate the Applicant to communicate with the people who would be most affected by his business. We were not regarded and our opinions were not considered. Mr. Jeffries, we ask that now YOU "regard" our opinions. Our neighborhood is filled with many long-term residents who have supported your candidacy on several occasions. Today, we ask that you and your fellow County Supervisors show your support of them and their legitimate Opposition to this project. In good conscience, we ask you to vote NO on this proposal. Thank you.

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 20212021. You will be muted until your item is pulled and your name is called. Please dial in at 9:30am with the phone number you provided in the form so you can be identified during the meeting.

1/12/21 21.1

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, January 11, 2021 1:09 PM
To: COB
Subject: Board comments web submission

First Name:	Kelly
Phone:	949-445-4706
Agenda Date:	01/12/2021
Agenda Item # or Public Comment:	21.1
State your position below:	Oppose
Comments:	CUP # 190013, Development Agreement # 1900008 Various neighbors in our community are unable to speak or listen due to work. We are concerned we have not been heard or represented by Kevin Jeffries regarding the many changes this will make to our neighborhood. I request this is postponed to allow time for our concerns to be properly heard and shared.

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** 20212021**. You will be muted until your item is pulled and your name is called. Please dial in at 9:30am with the phone number you provided in the form so you can be identified during the meeting.**

1/12/21 21.1

Maxwell, Sue

From:	Maxwell, Sue
Sent:	Monday, January 11, 2021 4:50 PM
To:	Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc:	Hildebrand, John; Engelking, Travis
Subject:	January 12 2021 Item No 21.1 - 4 Public Comments and Requests to Speak on CUP 190013 - Lake Elsinore Cannabis Retail (Kelly_Judy_Kelly H_Mary Jo)
Attachments:	Board comments web submission; Board comments web submission; CUP # 190013, Development Agreement # 1900008; Opposition to Cannibis Facility Reference CUP # 190013 and CUP #190008

Greetings,

Attached are four (4) Public Comments received via COB website/email related to January 12, 2021 Agenda Item No 21.1.

These will be included with Agenda back-up.

Respectfully,

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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1/12/21 21.1

Maxwell, Sue

From: Kelly Hatlelid <eriennelabs@gmail.com>
Sent: Monday, January 11, 2021 1:31 PM
To: COB
Subject: CUP # 190013, Development Agreement # 1900008

Honorable County Supervisors and Staff,
My name is Kelly Hatlelid and I live at 33128 Lime St. in Lake Elsinore.
I am writing regarding the proposed retail cannabis dispensary CUP # 190013, Development Agreement # 1900008.
I attended a meeting on September 3, 2020 that was called by members of our community so that we could honestly share our concerns about this proposal with the Applicant for the Cannabis operation. More than 75 of my neighbors attended this meeting and opposed the location of this Retail Dispensary. I write to you today, not because I oppose cannabis dispensaries, but because of the safety and other concerns our residents hold regarding the location of THIS dispensary--which will be closer than 100' to a residence as well as at the very entrance and exit to Highway 74/Grand Avenue—our main thoroughfare throughout our city.
These are some of my concerns and they should be reviewed once again by the Board of Supervisors:
- Single lane highway with no lights that is already regularly backed up
- School children bus stop at the end of Macy. (Children that will physically be by the proposed dispensary both before and after school)
- Estimated 500 plus clientele daily affecting the already bad and dangerous traffic as well as these patrons entering and exiting our small neighborhood.
- A full-time armed guard on the property feet away from residential homes.
I understand that District One Supervisor Kevin Jeffries' role is to refrain from making prejudicial comments concerning these matters. However, as our elected official, Mr. Jeffries has seemingly not been receptive to hearing our concerns, nor has he mentioned our community's objections in any county meeting to the Empire Connect Applicant. Important questions regarding the actual retail business and its neighborhood impact on its operations have not been addressed by Jeffries. Instead, there has been only a minimal concern over parking.
Should this proposition be allowed, it will drastically affect our small community of both young families with school children, middle aged residents and, like our household, grandparents that welcome grandchildren visits. As stated, it will bring 500 plus extra people into our community DAILY.
It is not a stretch of the imagination to envision litter, damage, and crime as well as the potential for actual violence threatening our community.
Mr. Jeffries, in good faith, we ask that you and the other members of our County's Board vote NO on this Proposal concerning this enterprise.

1/12/21 21.1

Maxwell, Sue

From: Mary Jo Ramirez <ramirezmaryjo008@gmail.com>
Sent: Monday, January 11, 2021 2:26 PM
To: COB
Subject: Opposition to Cannibis Facility Reference CUP # 190013 and CUP #190008

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.

Dear Board of Supervisors,

I understand that at the Board of Supervisors meeting on January 12, 2021 there will be a vote for the Cannabis Retail Facility located at Macy St. I urge you to vote NO on the permit CUP #190013 and CUP 1900008. Many of our neighbors have submitted opposition to this business being so close to a residential neighborhood and feel that the overall quality of life will be dramatically affected. As a community we are concerned about the safety with the traffic flow on the 74 HWY, lack of a left turn lane onto Macy St, a business that is predicting an overflow of customers with limited parking that will ultimately spill onto Macy St and Lime St. Our area is a well-established family residential area and the Cannabis Retail Facility does not fit within this community area. We as a neighborhood NEVER believed that our elected officials would allow a Cannabis Retail Facility to be located so close to a family neighborhood. I have personally walked up and down the neighborhood to gather signatures on the opposition petition that we have presented to you and not one person was in favor of the business being located so close to our homes. Our past experiences with an illegal facility operating at this site has left us with the knowledge of what we can expect, and it is a nightmare that no one deserves to live through. This location for this type of business is not a community benefit. Please vote NO and let our neighborhood be a place of safety, a peaceful community where we can raise our families and support our community.

Thank you for your consideration,

Rudy and Mary Jo Ramirez

33051 Macy St.
Lake Elsinore, 92530
(951) 609-3013

ramirezmaryjo008@gmail.com

1/12/21 21.1

Maxwell, Sue

From: rick hatlelid <valerianroots2011@gmail.com>
Sent: Monday, January 11, 2021 1:33 PM
To: COB
Subject: Fwd: CUP # 190013 and Development Agreement # 1900008

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.

Honorable County Supervisors and Staff,
I am in opposition to the RIVCO planning department recommendation to approve a conditional use permit # 190013 and Development Agreement # 1900008. Literally hundreds of my neighbors are enraged at the prospect of this travesty, waiting to become a tragedy.

In the evening of Sept. 3,2020 75-58 residents stood in 105F heat in the middle of this covid pandemic to raise their concerns over this project. Kevin Jeffries was noticeably absent, leaving the community to fend for itself. A man identifying himself as Mr Hicks, project manager forEmpire Connect,made a speech about the legality of marijuana and how California had voted for it. My neighbors raised their concerns with Mr. Hicks about the location of the project; about how obviously in appropriate it was in

1. A residential neighborhood.
2. This particular neighborhood being a gateway into Elsinore and Riverside from Orange County via 74 Ortega Hwy.
3. It's very close proximity to a High School and a private Christian School.
4. At its location is a childrens' school bus stop frequented by children.
5. There is a new signal light at Grand & Grand. Traffic backs up to this location daily, morning and afternoon every weekday each time he light turns red causing motorists to slam on their brakes or take to the dirt shoulder at high speed. People coming to our neighborhood seeking to purchase maijuana not familiar with the local traffic pattern and already on marijuana will get into accidents trying to make left turns into this location.

Finally, the business proposition is in itself dodgy. "legal dispensaries" are, at this moment, still federally illegal causing them to deal in cash. This neighborhood is a relatively low crime zone at the moment and is sparsely or rarely patrolled by law enforcement. No one has to guess if this place will be robbed- it will be! None of my neighbors want to be involved in a shoot-out or hit by a stray bullet while eating supper or simply gardening in their own backyards.

I feel disappointed in Kevin Jeffries.He has not expressed our opposition or concerns in any county meetings that I am aware of. I am asking you, Kevin Jeffries, as our elected official, to help us retain the safe, secure and overall good quality of life that our neighborhood of families hold dear.

Rick Hatlelid
33128 Lime St. Lake Elsinore.

1/12/21 21.1

From: COB
Sent: Monday, January 11, 2021 2:24 PM
To: 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>; Engelking, Travis <TEngelki@RIVCO.ORG>; Leach, Charissa <cleach@rivco.org>
Subject: January 12 2021 Item No 21.1 Public Comment via web and email and Request to Speak on CUP 190013 - Lake Elsinore Cannabis Retail (Rick Hatlelid)

Greetings,

Below is a web comment and Request to Speak via COB, and attached is an email from the same constituent related to January 12, 2021 Agenda Item No 21.1.

Both will be included with Agenda back-up.

Thank you kindly,

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, January 11, 2021 1:03 PM
To: COB <COB@RIVCO.ORG>
Subject: Board comments web submission

First Name:	Rick
Last Name:	Hatlelid
Phone:	785-479-0466
Agenda Date:	01/12/2021
Agenda Item # or Public Comment:	21.1
State your position below:	Oppose
Comments:	CUP # 190013, Development # 1900008 With various concerns over the changes/dangers this will impose on our neighborhood,I am asking that this be postponed.

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 20212021. You will be muted until your item is pulled and your name is called. Please dial in at 9:30am with the phone number you provided in the form so you can be identified during the meeting.

1/12/21 21.1

Maxwell, Sue

From: rick hatlelid <valerianroots2011@gmail.com>
Sent: Monday, January 11, 2021 1:33 PM
To: COB
Subject: Fwd: CUP # 190013 and Development Agreement # 1900008

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.

Honorable County Supervisors and Staff,
I am in opposition to the RIVCO planning department recommendation to approve a conditional use permit # 190013 and Development Agreement # 1900008. Literally hundreds of my neighbors are enraged at the prospect of this travesty, waiting to become a tragedy.
In the evening of Sept. 3,2020 75-58 residents stood in 105F heat in the middle of this covid pandemic to raise their concerns over this project. Kevin Jeffries was noticeably absent, leaving the community to fend for itself. A man identifying himself as Mr Hicks, project manager forEmpire Connect,made a speech about the legality of marijuana and how California had voted for it. My neighbors raised their concerns with Mr. Hicks about the location of the project; about how obviously in appropriate it was in
1. A residential neighborhood.
2. This particular neighborhood being a gateway into Elsinore and Riverside from Orange County via 74 Ortega Hwy.
3. It's very close proximity to a High School and a private Christian School.
4. At its location is a childrens' school bus stop frequented by children.
5. There is a new signal light at Grand & Grand. Traffic backs up to this location daily, morning and afternoon every weekday each time he light turns red causing motorists to slam on their brakes or take to the dirt shoulder at high speed. People coming to our neighborhood seeking to purchase maijuana not familiar with the local traffic pattern and already on marijuana will get into accidents trying to make left turns into this location.
Finally, the business proposition is in itself dodgy. "legal dispensaries" are, at this moment, still federally illegal causing them to deal in cash. This neighborhood is a relatively low crime zone at the moment and is sparsely or rarely patrolled by law enforcement. No one has to guess if this place will be robbed- it will be! None of my neighbors want to be involved in a shoot-out or hit by a stray bullet while eating supper or simply gardening in their own backyards.
I feel disappointed in Kevin Jeffries.He has not expressed our opposition or concerns in any county meetings that I am aware of. I am asking you, Kevin Jeffries, as our elected official, to help us retain the safe, secure and overall good quality of life that our neighborhood of families hold dear.
Rick Hatlelid
33128 Lime St. Lake Elsinore.

1/12/21 2.1

Maxwell, Sue

From: Maxwell, Sue
Sent: Monday, January 11, 2021 4:58 PM
To: District2; District3; District 4 Supervisor V. Manuel Perez; District5; Perez, Juan
Cc: Hildebrand, John; Leach, Charissa
Subject: January 12 2021 Item No 21.1 - 6 Public Comments (from Travis and Spvsr Jeffries)
Attachments: FW: CUP # 190013 and Development Agreement # 1900008 ; FW: Reference Cup # 190013 & Development Agrmnt #1900008; FW: REFERENCE CUP #190013/DEV AGEERMENT #1900008; FW: Cannabis Dispensary Project Reference CUP #190013 and Development Agreement #1900008; FW: Cannabis Location ; FW: A MATTER OF GREAT IMPORTANCE

Greetings,

Attached are six (6) Public Comments emails received via Supervisor Jeffries and Travis Engelking in Planning, related to January 12, 2021 Agenda Item No 21.1.

These will be included with Agenda back-up.

Respectfully,

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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1/12/21 21.1

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Monday, January 11, 2021 2:32 PM
To: COB <COB@RIVCO.ORG>
Subject: FW: CUP # 190013 and Development Agreement # 1900008

Please add to the Back-Up

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG

How are we doing? Click the link to tell us
Public Service Hours are 8:00 a.m. to 5:00 p.m. - Monday through Friday
"Life's most urgent and persistent question is, 'What are you doing for others?'" *~ Dr. Martin Luther King Jr.*
CONFIDENTIAL COMMUNICATION GENERATED IN CONTEMPLATION OF LITIGATION

From: Supervisor Jeffries - 1st District
Sent: Monday, January 11, 2021 8:48 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Greene, Jeffrey <JTGreene@RIVCO.ORG>; Ketcham, Thomas <TKetcham@RIVCO.ORG>; Stilwell, Samantha <SStilwell@Rivco.org>
Subject: FW: CUP # 190013 and Development Agreement # 1900008

Travis- please see the email below. I will be forwarding all the others we received separately.

Kerstin Justus
Supervisor Kevin Jeffries
Riverside County Board of Supervisors, 1st District
KJustus@RivCo.org

Riverside office
951-955-1010 (micro 51010)
4080 Lemon Street, 5th floor, Riverside
Lake Elsinore office
951-471-4500 (micro 74500)
16275 Grand Avenue, Lake Elsinore 92530
Located in Building D of the Lakeland Village Community Center

From: Robert Skrede <rob@skredeconstruction.com>
Sent: Monday, January 11, 2021 6:49 AM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: CUP # 190013 and Development Agreement # 1900008

Mr. Jeffries,

My name is Rob Skrede at 15750 Lake Terrace Dr. in Lake Elsinore. The above referenced CUP and development agreement is for the cannabis dispensary that is proposed to be located at the corner of Grand Ave. and Macy St. This intersection is the entrance into my neighborhood. My wife Natalie and I along with a significant number of our neighbors strongly oppose this type of business. Would you like a cannabis dispensary at the entrance into your neighborhood? Would any of the other supervisors or members of the planning commission like the same? I don't think so. As one of your long time supporting voters, I ask you to please vote NO on this issue.

Thank you,

Rob Skrede
Skrede Construction, Inc.
951-678-4750
fax: 951-678-4213
cell: 951-536-9710
www.skredeconstruction.com

1/12/21 21.1

From: Supervisor Jeffries - 1st District
Sent: Monday, January 11, 2021 8:49 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Stilwell, Samantha <SStilwell@Rivco.org>; Ketcham, Thomas <TKetcham@RIVCO.ORG>; Greene, Jeffrey <JTGreene@RIVCO.ORG>
Subject: FW: A MATTER OF GREAT IMPORTANCE

From: Dan Hume <dhumerus@outlook.com>
Sent: Sunday, January 10, 2021 9:06 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: A MATTER OF GREAT IMPORTANCE

Dear Supervisor Jeffries,

It is my understanding that the vote will be taking place this Tuesday regarding whether or not the proposed Cannabis store can locate at the corner of Macy and Grand in Lake Elsinore/Lakeland Village because of its being at the entrance of a residential neighborhood with many young school children nearby. I have attached a picture taken a few months ago with some of the residents of the adjoining neighborhood, meeting with the owner, as a reminder of the opposition that so many (300 names w/addresses have been officially registered with your office) pro-active residents have to Empire locating here. This location never should have been submitted to Empire in the first place as one of the locations that they could consider, especially in view of the disaster the previous cannabis store was which you yourself acknowledged. I know you are familiar with all the reasons and concerns the residents have so I won't reiterate them here. Empire's attempt to assure everyone that they have addressed all those issues and they won't be a problem is pure fantasy.

I understand the attraction that such a significant tax producing business holds for the county but as our elected representative, my wife and I implore you to vote NO on Tuesday which will all but guarantee Empire's defeat since it is my understanding that because of a "so called Gentlemen's Agreement" all the other supervisors will vote in lockstep with you on this issue, since it is in your district. We, as well as many others, will be monitoring this vote closely. Please do not let us and all the residents of our community who will be adversely affected by a cannabis store located at the entrance of our residential neighborhood down.

Dan & Barbara Hume
15750 Half Moon Dr.
Lake Elsinore, Ca. 92530
951-678-6255

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 20212021. You will be muted until your item is pulled and your name is called. Please dial in at 9:30am with the phone number you provided in the form so you can be identified during the meeting.

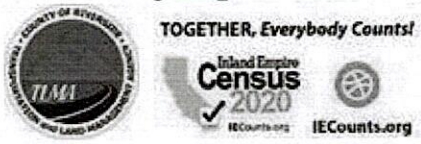
1/12/21 21.1

PK
ROADHOUSE

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Monday, January 11, 2021 2:33 PM
To: COB <COB@RIVCO.ORG>
Subject: FW: Cannabis Location

Please add to the Back-Up

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG



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From: Supervisor Jeffries - 1st District
Sent: Monday, January 11, 2021 8:53 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Stilwell, Samantha <SStilwell@Rivco.org>; Ketcham, Thomas <TKetcham@RIVCO.ORG>; Greene, Jeffrey <JTGreene@RIVCO.ORG>
Subject: FW: Cannabis Location

From: E-MAIL UPGRADE <momstwogirls@hotmail.com>
Sent: Sunday, January 10, 2021 12:26 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: Cannabis Location

Kevin Jeffries
We Oppose the Cannabis Store on Macy and Grand, we live on Macy Street. We've been through this before in the past. We had the meeting down the street and evidently that wasn't enough we had 200 plus people show up to oppose this place. That should have been enough.

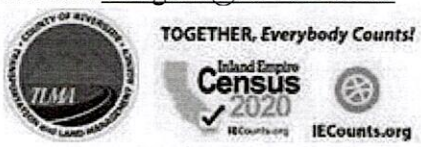
Ted and Nancy Alverson
33103 Macy Street
Lake Elsinore, CA 92530

1/12/21 21.1

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Monday, January 11, 2021 2:33 PM
To: COB <COB@RIVCO.ORG>
Subject: FW: Cannabis Dispensary Project Reference CUP #190013 and Development Agreement #1900008

Please add to the Back-Up

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG



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From: Supervisor Jeffries - 1st District
Sent: Monday, January 11, 2021 8:53 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Stilwell, Samantha <SStilwell@Rivco.org>; Greene, Jeffrey <JTGreene@RIVCO.ORG>; Ketcham, Thomas <TKetcham@RIVCO.ORG>
Subject: FW: Cannabis Dispensary Project Reference CUP #190013 and Development Agreement #1900008

From: Tammy Clark <tammyandlarryclark@yahoo.com>
Sent: Sunday, January 10, 2021 4:02 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: Cannabis Dispensary Project Reference CUP #190013 and Development Agreement #1900008

Mr. Jeffries,

On Tuesday January 23th, 2021 the County Board of Supervisors will be taking a final vote on the Cannabis Dispensary Project that is slated to open at the corner of Macy & Grand in Lake Elsinore. Reference CUP #190013 and Development Agreement #1900008.

I AM OPPOSED TO THIS PROJECT!

Just feet from this building is a quiet residential neighborhood consisting of hundreds of people. We range from very young children to senior citizens.

Mr, Jeffries, have you not taken into consideration where this dispensary will be located? Why are you not fighting for our community to keep a dispensary from opening in a residential neighborhood? This is going to significantly impact our quality of life. We voted for you to protect our residents, neighborhoods and keep us safe. Allowing a dispensary just feet from peoples homes is a very poor decision that you should rethink. It's going to put a huge burden on our police department when the calls start pouring in for reasons such as the noise factor, the drug users that'll infiltrate the streets where our children play and our seniors take their evening walks, the speeding cars, the trash, liquor bottles and empty containers that their drugs were sold in. I know this because this is what happened the last time a dispensary was located there. Partying on our streets and next to our homes for all hours of the night. Keeping us awake all night when we have to wake up early for work the next day.

Please don't do this to us. Please fight for us. Please reject this project location. Stand up for those that voted for you. Mr. Jeffries I ask that you please vote NO and encourage your colleagues to vote NO for the same reason.

Reject this dispensary and tell them to find a different location away from where families live.

Thank you,

Tammy Clark
15731 Lake Ridge Rd.
Lake Elsinore, CA 92530
(949) 973-4261

1/12/21 21.1

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Monday, January 11, 2021 2:32 PM
To: COB <COB@RIVCO.ORG>
Subject: FW: REFERENCE CUP #190013/DEV AGEERMENT #1900008

Please add to the Back-Up

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG

TOGETHER, Everybody Counts!
Inland Empire Census 2020
IECounts.org

From: Supervisor Jeffries - 1st District
Sent: Monday, January 11, 2021 8:48 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Stilwell, Samantha <SStilwell@Rivco.org>; Ketcham, Thomas <TKetcham@RIVCO.ORG>; Greene, Jeffrey <JTGreene@RIVCO.ORG>
Subject: FW: REFERENCE CUP #190013/DEV AGEERMENT #1900008

From: ednamagilicutty@yahoo.com <ednamagilicutty@yahoo.com>
Sent: Monday, January 11, 2021 12:28 AM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: REFERENCE CUP #190013/DEV AGEERMENT #1900008

Honorable Kevin Jeffries
Thank you for all you've done for the Lake Elsinore community.
This is my 3rd email to you to ask for your help & support for our neighborhood. To vote No on the opening of the cannabis dispensery proposed on Macy & Grand.

Again we were given very late notice of the 1-12-21 meeting in Riverside. Unfortunately my husband has a scheduled procedure that day & we are unable to attend. This is the 3rd time we have had shady dealings with this owner.

1: The neighborhood was not notified of this plan. Mr.Henry also said the county was responsible for notifying us & it was not Empire's fault.
2: Then Mr Henry met with neighborhood residents at the location and said he was shocked & unaware of the many objections that a group this large had voiced. Again he assured us this was not Empire's fault but the county's. Many of us after finding out about this plan sent emails to you as well as the other supervisors.
3rd: We are again getting late notice of the meeting of the Board of Supervisors in Riverside on 1/12/21 for any objections. This is not a coincidence.

I find it odd that 3 times we were kept from finding out the truth about this plan and our civil rights & objections we're waylaid to Empire's benefit.

Supervisor Jeffries you ran on helping families & communities & your actions go against this. Why have you not objected to this dispensery in our neighborhood. I know you raised the question of parking but that is the least of our objections.
You know this area well & the traffic problems at this intersection.
*This is the most narrow point of Hwy 74 corridor.
*It is backed up from Ortega Hwy everyday without adding 800+ people at this store.
*We can barely get out of our street now. If you need to turn left we are in fear of being rear ended & have been.
*Macy St is used to move heavy equipment for CALFire up the mountain during fires. They did a fire break above us for that reason.
We cannot afford to have traffic during these emergencies or evacuations. They request us to move all cars off the street & park at the base of Macy in the dirt field.

We are not opposed to a dispensery but its proposed location. There are many locations along Grand including near your buildings at Grand & Baldwin. Please remember the ideals to improve family life & community that you ran on. You were voted in to uphold these ideals & to represent the people's voices in this community not the business. We are asking that you voice our neighborhood concerns at this meeting. We know your opinion matters. Our voice matters too & it is your obligation to represent us in this matter.
I am asking you to vote NO on this location for the dispensery.

Maria Armijo
33191 Macy Street
Lake Elsinore, CA 92530

1/12/21 21.1

From: Engelking, Travis <TEngelki@RIVCO.ORG>
Sent: Monday, January 11, 2021 2:32 PM
To: COB <COB@RIVCO.ORG>
Subject: FW: Reference Cup #190013 & Development Agrmnt #1900008

Please add to the Back-Up

Travis Engelking
AGENCY PROGRAM ADMINISTRATOR
County Of Riverside Ombudsman
Transportation and Land Management Agency
Phone: 951-955-1417
E-Mail: TEngelki@RIVCO.ORG

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Sent: Monday, January 11, 2021 8:48 AM
To: Engelking, Travis <TEngelki@RIVCO.ORG>
Cc: Stilwell, Samantha <SStilwell@Rivco.org>; Greene, Jeffrey <JTGreene@RIVCO.ORG>; Ketcham, Thomas <TKetcham@RIVCO.ORG>
Subject: FW: Reference Cup #190013 & Development Agrmnt #1900008

From: Henry Armijo <hawka29@yahoo.com>
Sent: Monday, January 11, 2021 1:22 AM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Subject: Reference Cup #190013 & Development Agrmnt #1900008

Sent from my iPhone

Supervisor Kevin Jeffries
I am one of your constituents that voted for you based on your promises to improve family life in our community of Lake Elsinore. Your vote and opinions matter on this plan to open a dispensary at the location of Macy and Grand. Our neighborhood has contacted you with our opposition to this location. You have voiced opinions on parking issues with this location. Our objections are much more serious.

Please represent the people who put you in office and vote NO on this location. We do not want this in our neighborhood. There was already a dispensery there so know the downside of it. It added to the traffic. It also lead to crime in our neighborhood. It is too close to our high school. Our property values would go down. We voiced all these concerns to Empire at a neighborhood meeting. They were completely unaware of our objections. Mr. Henry's response was that they could put an armed guard on each street. What? We don't want to live in a neighborhood like that. I don't think you would either Mr Jeffries.
There is a place for dispensaries but it is NOT in a neighborhood.

Several have made complaints to your office and you are to represent us & voice our objections. How could Empire not know how opposed our neighborhood was to this location? It is not the neighborhood's problem that Empire purchased this property without checking with the people. That is bad business practice & their loss. 3x Empire has tried to circumvent the people in our neighborhood by shutting down our voice. I don't like con artists & Empire does not take responsibility for their actions. Their mantra is it's the County not us.

I am requesting that you bring our concerns to the Board of Supervisors meeting on January 12, 2021 and vote NO on this location. You are supposed to be representing the families of our neighborhood not a business from San Bernardino County. Please uphold the promises you made when we voted you into office to improving our community and vote NO on this dispensary at this location.

Henry Armijo
33191 Macy Street
Lake Elsinore, CA 92530
951 - 678 - 5422
--
Sent from Yahoo Email App for Android

1/12/21 21.1

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

21.1
(MT 13872)

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Planning Department regarding the public hearing on conditional use permit no. 190013, development agreement No. 1900008 and associated ORDINANCE NO. 664.67 – CEQA EXEMPT – Applicant: Empire Connect – Engineer/Representative: Anthony Hicks - First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan: Community Development: Commercial Retail (CD: CR) (0.20 – 0.35 FAR) – Location: North of Macy St, southeast of Grand Ave., and west of Laguna Ave. – 0.98 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190013 proposes a Cannabis Retail Facility with delivery service. The project would occupy an existing 4,467-square foot commercial building and include the following site improvements: demolition of the 1,741 -square foot steel building, new building facade, additional parking spaces, and new landscaping. The Cannabis Retail Facility would be open to the public between the hours of 8am to 10pm daily and delivery services would occur during the same business hours. Development Agreement No. 1900008 has a term of 10 years, will grant the applicant vested rights to develop the project in accordance with the terms of the development agreement and CUP No. 1900013 and will provide community benefits to the Elsinore Area, is continued to Tuesday, January 12, 2021 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 15, 2020 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 15, 2020
Kecia Harper, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.
21.1

xc: Planning, COB

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

ITEM: 21.1
(ID # 13872)
MEETING DATE:
Tuesday, December 15, 2020

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 190013, DEVELOPMENT AGREEMENT NO. 1900008 and associated ORDINANCE NO. 664.67 – CEQA EXEMPT – Applicant: Empire Connect – Engineer/Representative: Anthony Hicks - First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan: Community Development: Commercial Retail (CD: CR) (0.20 – 0.35 FAR) – Location: North of Macy St, southeast of Grand Ave., and west of Laguna Ave. – 0.98 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Conditional Use Permit No. 190013 proposes a Cannabis Retail Facility with delivery service. The project would occupy an existing 4,467-square foot commercial building and include the following site improvements: demolition of the 1,741 -square foot steel building, new building facade, additional parking spaces, and new landscaping. The Cannabis Retail Facility would be open to the public between the hours of 8am to 10pm daily and delivery services would occur during the same business hours. Development Agreement No. 1900008 has a term of 10 years, will grant the applicant vested rights to develop the project in accordance with the terms of the development agreement and CUP No. 1900013 and will provide community benefits to the Elsinore Area. District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report;

2. **APPROVE CONDITIONAL USE PERMIT NO. 190013**, 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. 664.67; and

3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.67** an ordinance of the County of Riverside approving Development Agreement No. 1900008, based on the findings in this staff report.

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

ACTION:Policy

Charissa Leach, Interim TLMA Director 12/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

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: FY 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Commercial Cannabis Activities Background:

On October 23, 2018, Agenda Item 19.1, 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, Agenda Item 2.12, 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 nineteen (19) cannabis retail applications began the land use review process.

The applicant submitted a proposal during the RFP process. It was assigned a RFP Cannabis File No. CAN190006 and subsequently ranked among the applicants that qualified to become available to back-fill any vacancies created if any of the nineteen (19) applicants were unable to proceed with the conditional use permit application process for a cannabis retail store.

The applicant submitted a Conditional Use Permit application for the Cannabis Retail Facility on July 19, 2019.

Project Details:

Conditional Use Permit (CUP) No. 190013 is a proposal for a Cannabis Retail Facility with delivery service. The project will occupy an existing 4,467-square foot commercial building and include the following site improvements: demolition of the 1,741 -square foot steel building, new building façade, additional parking spaces, and new landscaping. The Cannabis Retail Facility will be open to the public between the hours of 8am to 10pm daily and delivery services will occur during the same business hours.

The project site is located on the southwest corner of the Macy Street and Grand Avenue intersection within the Elsinore Area Plan.

On June 3, 2020, the Planning Commission voted 5-0 in favor of recommending approval to the Board of Supervisors with the request that the applicant provide additional overflow parking for the Cannabis Retail Facility.

Since the Planning Commission hearing, staff have received over twenty emails in opposition of the proposed cannabis retail facility. Copies of these emails are provided as attachments.

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. 1900008 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.

2) A baseline Public Benefits payment of $80,406.00 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 $100,500.00, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Elsinore 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. 664.67 an ordinance of the County of Riverside Approving Development Agreement No. 1900008, incorporates by reference DA No. 1900008 consistent with Government Code section 65867.5.

Impact on Residents and Businesses

The proposed project is categorically exempt under CEQA, which means that it belongs to a class of projects that have been determined to not have a significant effect on the environment. As detailed in the Planning Commission Staff Report, which is attached hereto and incorporated by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, there will be no impacts on residents or businesses.

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. 664.67
D. DEVELOPMENT AGREEMENT NO. 1900008
E. INDEMNIFICATION AGREEMENT FORM
F. Additional Comments
G. Petition of Opposition
H. CUP 190013 Memorandum

Jason Farin, Principal Management Analyst 12/10/2020

Gregory P. Priamos, Director County Counsel 12/10/2020

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2020 DEC -8 AM 11:58

33182 Lime St.
Lake Elsinore, CA 92530
December 4, 2020

Clerk of the Board
4080 Lemon St, 1st Floor
PO Box 1147
Riverside, CA 92502-1147

RE: Conditional Use Permit No. 190013 and Development Agreement No. 1900008

Dear Sir/Madam:

I am in support of the project contained in the above permit and agreement.

The development and future occupancy of this property will improve the look and safety of this area. Since this building has been vacant, the property has been constantly vandalized with graffiti, excessive trash dumping, and homeless occupying the premises. This has caused a safety and health concern for me and frankly, caused embarrassment and affected our property values.

I have no concerns with a legal Cannabis Retail Facility conducting business in my neighborhood. Cannabis is legal in California and the laws that an owner must follow in order to stay in business are similar to that of a liquor store. In fact, my personal belief is that this retail facility will be cleaner and safer than a liquor store.

Thank you,

Elaine Holland

12/15/20 21.1
2020-12-148391

Maxwell, Sue

From:	Maxwell, Sue
Sent:	Wednesday, December 9, 2020 8:01 AM
To:	Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc:	Hildebrand, John; Engelking, Travis; Leach, Charissa
Subject:	December 15 2020 Public Comments on CUP 190013 Cannabis Retail in Lake Elsinore (Madelene A. Lesle x3_Jimenez Salinas_Elaine Holland)
Attachments:	2020-11-148391.pdf

Greetings,

The attached 5 letters were received via COB for Public Comment on the proposed December 15, 2020 Board Hearing for Cannabis Retail in Lake Elsinore (MinuteTraq No 13872).

These will be filed with Agenda back-up.

Thank you kindly,

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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12/15/20 21.1

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -3 AM 11:01

December 1, 2020

Fam. Jimenez

33079 Lime St.

Lake Elsinore CA 92530

Board of Supervisors

Clerk of the Board,

4080 Lemon Strret

1st Floor Post office Box 1147

Riverside, CA 92502-1147

Dear Board of Supervisor,

This letter is to please ask you if you can help us to not let the process of the Cannabits Retail Facility with delivery service to be place in our community. This is a very peaceful area which all of the houses around this building are families houses, we all have kids and we would not like this type of inviroment for our kids. Also this will make lots of traffic, the value of our properties will go down with this type of business. Please help us with not allowing this to proceded. We all the families from this little community will appreciated.

Thank you for reading my concern.

Hoppe you can help.

Sincerely

Jimenez Salinas Fam.

12/15/20 21.1

December 1, 2020

Fam. Jimenez

23079 Lime St

Lake Elsinore, CA 92530

Board of Supervisors

Clerk of the Board

4080 Lemon Street

1st Floor Post office Box 1147

Riverside, CA 92502-1147

Dear Board of supervisor,

This letter is to please ask you if you can help us to not let the process of the Cannabis Retail Facility with delivery service to be place in our community. This is a very peaceful area which all of the houses around this building are families houses, we all have kids and we would not like this type of environment for our kids. Also this will make lots of traffic, the value of our properties will go down with this type of business. Please help us with not allowing this to proceded. We all the families from this little community will appreciated.

Thank you for reading my concern.

Hoppe you can help

Sincerely

Jimenez Sainas Fam.

Elaine K. Holland
33182 Lime St.
Lake Elsinore, CA 92530

SN BERNARDINO CA 923
4 DEC 2020 PM 6 L

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -8 AM 11:58

CLERK OF THE BOARD
4080 LEMON ST, 1ST FLOOR
PO BOX 1147
RIVERSIDE, CA 92502-1147

92502-114747

Jimenez Salinas
33079 Lime St.
Lake Elsinore CA
92530

SN BERNARDINO CA 923
1 DEC 2020 PM 7 L

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -3 AM 11:01

Board of Supervisiors
Clerk of the Board
4080 Lemon street 1st Floor
Post Office Box 1147
Riverside, CA 92502-1147

92502-114747

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -8 PM 12:05

12-5-2020

Madelene A. Lesle
33140 Macy ST Lake Elsinore CA.
Rental property
Maddgolf@hotmail.com

Please consider my Plea to Stop the Cannabis Retail Facility Permit No. 190013 Development Agreement No. 1900008

I have three properties by this new development being 33062 Lime ST Residence proposed. 33055 Lime ST
33140 Macy ST

I will just make this short and explain a few problem's concerns.

1.) My property value will go down
2.) tennant's could vacant, lose income
3.) Small Children in Neighborhood
4.) More crime
5.) Traffic - Streets can't handle all the extra cars traveling on our residental streets
6.) High School to close to a Drug Medical Cannabis facility
7.) Please consider No (Would you want to live next to a Cannabis business?

Thank you: Madelene Lesle

12/15/20 2c.1

Permit No. 190013
Development Agreement No.
190000 8 (DA 190000 8)

12-5-2020

Madelene A. Lesle
33062 Lime ST Lake Elsinore CA.

I'm a homeowner one house away from the Proposal of a Cannabis Retail.

Please do not approve a 1,741 sq ft Cannabis building.

I have lived in lake Elsinore for over 35 yrs.

There is no parking and it is a drug.

Cannabis shaldn't be in a residental area.

The high School is less then a mile away.

Would ya want to live next door to a Drug Cannabis facility.

Please Don't Let This Happen

CLERK OF THE BOARD
CLERK/BOARD OF SUPERVISORS
2020 DEC -8 PM 12:00

B

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2020 DEC -8 AM 11:58

12-5-2020

Madelene A. Lesle
33055 Lime ST Lake Elsinore CA.
Maddgolf@hotmail.com

I'm the Landlord, owner of this house, this house is across the street facing this Proposed Cannabis Retail Facility. Permit No. 190013

Please consider my plea.

This is a neighborhood that is already stressed with. Drugs, Homeless, Grafflit, Traffic & No signal light to handle this business. Not enough parking.

My Tennant is a single mother of one teenage daughter. I belive this could make this neighborhood more unsafe.

I belive there is a place for Medical Cannabis. (should have restrictions on how close to Schools and Residental homes).

Please don't pass, permit this Cannabis facility to add more conjestion.

12/15/20 21.1

Madelene A. Lesle
33062 Lime ST
Lake Elsinore CA

SAN DIEGO CA 920
5 DEC 2020 PM 1 L

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -8 AM 11:59

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

92502-114747

Madelene A. Lesle
33062 Lime ST
Lake Elsinore CA.
92530

SAN DIEGO CA 920
5 DEC 2020 PM 2 L

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -8 PM 12:00

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

92502-114747

Madelene A Lesle
33062 Lime ST
Lake Elsinore CA
92530

SAN DIEGO CA 920
5 DEC 2020 PM 2 L

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

2020 DEC -8 PM 12:05

92502-114747

Supervisor Kevin Jeffries
Riverside County Board of Supervisors, 1st District
KJustus@RivCo.org
951-955-1010 (micro 51010)
951-471-4500 (micro 74500)

From: bhumerus@verizon.net <bhumerus@verizon.net>
Sent: Monday, December 7, 2020 5:49 PM
To: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Cc: magee@rivco.org
Subject: Proposed Cannabis Store Grand & Macy

To Supervisor Jeffries and District Director Bob Magee,

Although I have called and expressed my concern and opposition to the proposed Cannabis store at Grand & Macy, I wanted to make sure that you also had my opposition in writing for the upcoming scheduled council meeting.

I know that you are familiar with the long list of the reasons why the community is opposed to this store so I won't enumerate them again. What I do want to express is my extreme disappointment that your office would not have objected to including that location in a county zoning map of properties approved for a cannabis store.

Mr. Jeffries, you were here at our house a couple of years ago when we had a neighborhood watch meeting attended by the two deputies who had shut down the previous store at that location. You had the opportunity to hear all the significant problems that had occurred because of that store. I would hope that you would realize that another operation there, no matter what glowing scenarios the owner gives, would only result in similar problems. Our community here is hoping and praying that you would not be in favor of granting them a license, and we will be taking note of the outcome.

Sincerely,
Barbara Hume

12/15/20 21.1

Maxwell, Sue

From: COB
Sent: Tuesday, December 8, 2020 2:02 PM
To: Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc: Hildebrand, John; Leach, Charissa; Engelking, Travis
Subject: December 15 2020 Public Comment on CUP 190013 Cannabis Retail in Lake Elsinore (Barbara Hume)

Greetings,

Forwarding a Public Comment email received via District 1 for proposed December 15, 2020 Board Date on Cannabis Retail in Lake Elsinore (MinuteTraq No 13872).

This will be filed with Agenda back-up.

Thank you kindly,

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/

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain **information that is privileged, confidential and exempt from disclosure** under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Supervisor Jeffries - 1st District <district1@RIVCO.ORG>
Sent: Tuesday, December 8, 2020 8:42 AM
To: bhumerus@verizon.net
Cc: COB <COB@RIVCO.ORG>; Hildebrand, John <JHildebr@RIVCO.ORG>; Engelking, Travis <TEngelki@RIVCO.ORG>; Nanthavongdouangsy, Phayvanh <PNANTHAV@RIVCO.ORG>; Ketcham, Thomas <TKetcham@RIVCO.ORG>; Greene, Jeffrey <JTGreene@RIVCO.ORG>
Subject: RE: Proposed Cannabis Store Grand & Macy

Barbara-

Thank you for your email. I am forwarding it to both our planning department and the Clerk of the Board so they can include your opinion in the board packet.

Respectfully,

Kerstin Justus

12/15/20 21.1
2020-12-148398

Maxwell, Sue

From:	Maxwell, Sue
Sent:	Monday, December 14, 2020 3:05 PM
To:	Perez, Juan; Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc:	Hildebrand, John; Engelking, Travis; Leach, Charissa
Subject:	December 15 2020 Item No 21.1 Public Comments on Cannabis Retail in Lake Elsinore (Ramirez_Hume_Banks)
Attachments:	12-15-2020 21.1_Ramirez.pdf; 12-15-2020 21.1 Dan & Barbara Hume.pdf; 12-15-2020 21.1_Keith & Marla Banks.pdf

Greetings,

The attached 3 letters were received via COB for Public Comment on December 15, 2020 Item No 21.1 on Cannabis Retail in Lake Elsinore (MinuteTraq No 13872).

These will be filed with Agenda back-up.

Thank you kindly,

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/

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain **information that is privileged, confidential and exempt from disclosure** under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

12/15/20 21.1

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC -9 AM 11:17

December 7, 2020

Dear Board of Supervisors,

We are writing in regard to the location of the proposed Empire Connect Marijuana Dispensary at Grand and Macy in Lake Elsinore and OPPOSE Conditional Use Permit No. 190013 and Development Agreement No. 1900008. We are the homeowners that are less than 100 ft. of the proposed site. We have also expressed concerns to Supervisor Kevin Jeffries office and have provided a petition in opposition with over 300 neighbors signing to oppose this location. Also there was a community/ neighbors meeting on September 3, 2020 with over 75 community members meeting with Empire Connect representatives to express our opposition to this site due to hazardous traffic conditions, parking issues, and safety issues within our neighborhood.

Our concerns were also voiced at the Riverside County Planning Commission meeting about the limited parking at this business site, and the hazardous traffic conditions that currently occurs and will intensify with the opening of this business. During the Planning Commission meeting the limited parking was discussed to include that this site will have 11-14 staff, a projected large volume of customers as the representative stated he expects from 500 to 1000 daily within the hours from 8:00 AM to 10:00PM. The parking lot has 12 slots and is not ADA compliant with parking. Again, the overflow will be pouring out into our neighborhood on Macy St. as it did before when the previous tenant operated a marijuana dispensary (although illegally). We have experienced the negative impact on our community from the past similar business operations and had Kevin Jeffries office and law enforcement involved.

The parking limitation issue was brought to the attention of the Planning Commission and they did put a condition to the representative of Empire Connect about parking. The Empire Connect representative stated he possibly would buy or lease the lot at Lime St. The Empire Connect representative presented his plan to the Commission indicating an investment of over $2.8 million in the building and yet he did not have any agreement concerning the proposed parking lot (at Lime) nor a solution for needed parking slots. How is it possible to put a business into place without the proper amount of parking slots?

This site is not conducive for this business due to the sheer number of consumers that Empire Connect is expecting (500-1000 daily). The Planning Commission however moved it forward to the Board of Supervisors. I am very concerned that the volume of individuals that is projected to visit this business would be 35 to 75 per hour, as reported by the Empire Connect representative. The problems we experienced with the past tenant included our private driveways being blocked, confrontations between individuals due to this limited parking issue which resulted in Sherriff being called, our neighborhood being impacted by heavy traffic including continuous U-turns, no regard for a bus stop for children that has been on Macy for over 22 year, smoking

12/15/20 21.1
2020-12-148399

Patty and Mary Jo Ramirez
[redacted] Mary St
Lake Wales [redacted]

marijuana in vehicles parked by our homes, trash and litter in the street and on private property, damage to private property, the general safety and wellbeing of the neighborhood impacted by a business not compatible to a family neighborhood . This business is not a community benefit in our community, especially with it so close to family neighborhood homes. High School students will have to walk in front of this location daily to get to Lakeside High School. Traffic conditions include no left turn lane from Grand to Macy, and whenever vehicles turn the flow of traffic is interrupted on Highway 74. As vehicles attempt to turn into this business property a safety hazard ensues. Just in the month of November there were two pretty serious traffic accidents at this location due to this safety issue. This traffic hazard will be increased immensely due to a business that projects 500 to 1,000 consumers daily for 7 days a week.

I ask you to review the information, especially the traffic and parking safety issues, encourage a NO vote on Conditional Use Permit No. 190013 and Development Agreement No. 1900008. Please help protect the citizens of Lake Elsinore by restricting the operation of Marijuana Dispensaries in local neighborhoods next to our homes. Thank you for your consideration of this matter.

Sincerely,

Rudy & Mary Jo Ramirez

Rudy and Mary Jo Ramirez
33051 Macy St.
Lake Elsinore (951) 537-7120

Ramirez
33051 macy st.
Lake Elsinore, Ca. 92530

SN BERNARDINO CA 923
7 DEC 2020 PM 7 L

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2020 DEC -9 AM 11:17

Clerk of the Board
4080 Lemon st.
1st FLoor
PO Box 1147
Riverside, Ca. 92502-1147

92502-114747

Dan & Barbara Hume
15750 Half Moon Drive
Lake Elsinore, CA 92530
951-678-6255

RECEIVED IN CLERK OF THE BOARD
CLERK / BOARD OF SUPERVISORS
2020 DEC 10 PM 12:52

Kecia Harper
Clerk of the Board
4080 Lemon Street--1st Floor
Post Office Box 1147
Riverside, CA 92502-1147

Regarding: Conditional Use Permit No. 190013 and Development Agreement No. 1900008

Dear Kecia:

We would like to express our opposition to this permit for a cannabis dispensary at the location of Grand and Macy in Lake Elsinore. Although the owner of the proposed location has attempted to assure the residents in this community that it would not be anything like the one that was there previously a couple of years ago, we are not convinced. There can be no assurance that we would not experience the same problems as before and probably greater based on the owner's customer volume estimates. Our objections include:

- This is the entrance to a residential neighborhood and not in a predominately commercial area.
- We already experience a lot of traffic problems exiting Macy on to Grand. Since the owner has expressed that the traffic would be approximately 700 to 1000 a day, that would significantly increase the traffic problems in the area.
- They cannot control the type of people who would frequent their dispensary, and from previous experience, we know that many will use the products they purchase right in the immediate vicinity leaving paraphernalia around the area.
- Residents of the community were harassed in coming and going on Macy from the customers of the previous cannabis dispensary.
- Once COVID-19 is over, the school bus will resume its normal operation with a stop across the street from that location.
- In addition, other school age children in the immediate vicinity would need to walk by this facility on their way to and from school, which would not be safe.
- Having armed guards employed by this facility is in no way a guarantee that there would not be violence sooner or later.
- This type of facility brings with it numerous issues that are not in the best interest of the residential community immediately adjacent to it.

We would also appreciate it, Kecia, if you could please see that each Supervisor would receive a copy of this for the hearing on December 15, 2020, and not just Kevin Jeffries who is the Supervisor for our area.

Respectfully submitted,

Dan Hume Barbara Hume

Dan & Barbara Hume

12/15/20 21.1
2020-12-148900

BANKS
33075 MACY ST.
LE. CA 92530

SN BERNARDINO CA 923
8 DEC 2020 PM 6 L

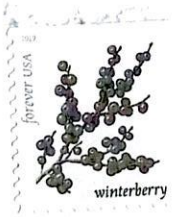
RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC 10 PM 12:52

Clerk of the Board
4080 Lemon Street 1st Floor
P.O. Box 1147
Riverside CA
92502-1147

92502-114747

Dan & Barbara Hume
15750 Half Moon Drive
Lake Elsinore, CA 92530

SN BERNARDINO CA 923
8 DEC 2020 PM 7 L



RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2020 DEC 10 PM 12:52

KECIA HARPER
CLERK OF THE BOARD
4080 LEMON ST. - 1ST FLOOR
POST OFFICE BOX 1147
RIVERSIDE, CA. 92502-1147

92502-114747

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

2020 DEC 10 PM 12:52

DEAR BOARD of SUPERVISORS,

This letter is CONCERNING CONDITIONAL USE PERMIT NO. 190013, Development Agreement No. 1900008.

WE would Like to state our opposition to these permits being APPROVED.

WE HAVE lived on MACY ST. for the PAST 33 YEARS, AND HAVE NEVER EXPERIENCED the CHAOS AND COMPLETE DISRUPTION to OUR NEIGHBORHOOD THAT WE EXPERIENCED when the PREVIOUS DISPENSARY WAS IN OPERATION there AT the SAME LOCATION. OUR QUALITY of life SURE took A HIT.

WE WERE CERTAINLY GRATEFUL when SUPERVISOR KEVIN JEFFERIES STEPPED IN to help SHUT DOWN this ILLEGAL ENTERPRISE. I will NEVER forget his REMARK THAT "NOW WE KNOW where not to put A DISPENSARY"

I would JUST like to VOICE A few of the CONCERNS THAT WE HAVE ABOUT this LOCATION.

2020-

it

① TRAFFIC IS AN ISSUE All ALONG the 74 (GRAND) CORRIDOR, this is A 2-LANE ROAD AT this LOCATION, with no turning lanes AT EITHER MACY OR LIME ST. the TRAFFIC IS BAD ENOUGH ALREADY, TRYING to turn onto MACY OR trying to get out onto GRAND AVE (74) NOT EVEN FACTORING INTO the EQUATION the SIZEABLE AMOUNT of TRAFFIC that this BUSINESS IS PROJECTED to generate.
WAS A TRAFFIC STUDY EVER REQUIRED? AND IF NOT, WHY NOT? this is CERTAINLY A SAFETY ISSUE IN OUR OPINION.

② School Bus PICK-UP & DROPOFF IS within 50 feet of this LOCATION

③ ARMED GUARDS INSIDE the LOCATION WITH Piles of CASH, only seems to INVITE ARMED Attempts AT Robbery, Just WHAT A Quiet NEIGHBORHOOD Could hope FOR.

③ the PARKING SITUATION does not Seem ADEQUATE. which would LEAVE PARKING All up AND DOWN MACY & LIME ST. A PROBABILITY, which CAUSED A lot of the problems before.

④ the OWNER States All the benefits that his business would bring to the AREA, but WE see only blight AND Disruption to OUR NEIGHBORHOOD.

IN CLOSING, WE ARE NOT OPPOSED to DISPENSARIES. JUST OPPOSED to A DISPENSARY AT this LOCATION that WOULD, WE BELIEVE, WOULD. CAUSE A NEGATIVE IMPACT to THIS IMMEDIATE AREA.

WE RESPECTIVELY WOULD ENCOURAGE A NO VOTE ON THIS PERMIT.

THANK YOU FOR YOUR CONSIDERATION

KEITH & MARLA BANKS
33075 MACY ST.
LAKE ELSINORE CA.

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. 664.67 /

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:

01/20/2021

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

Date: January 20, 2021
At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011437023-01

P.O. Number:

Ad Copy:

TLMA / Planning
Item 21.1 of 01/12/21.

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

ORDINANCE NO. 664.67
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 1900008

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900008, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 1900008 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **January 12, 2021**, the foregoing Ordinance consisting of three (3) 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: 1/20

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

January 14, 2021

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. 664.67

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Wednesday, January 20, 2021.**

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. 664.67

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

APPROVING DEVELOPMENT AGREEMENT NO. 1900008

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

K. Spiegel, Chair of the Board

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

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