

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



**ITEM: 21.1
(ID # 14346)**

MEETING DATE:

FROM: TLMA-PLANNING:

Tuesday, February 09, 2021

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 200031, ORDINANCE NO. 664.69 and DEVELOPMENT AGREEMENT NO. 2000011 – CEQA EXEMPT – Applicant: Cannabis 21+– Engineer/Representative: Sean Anthony St. Peter- First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CD:CR) (0.20-0.35 FAR) – Location: Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – 1.00 Gross Acres – Zoning: Scenic Highway Commercial (C-P-S)– REQUEST: Conditional Use Permit No. 200031 proposes a Commercial Cannabis Facility, that includes cannabis retail sales and distribution. (Facility). The cannabis facility will occupy 4,646 sq. ft. of a portion of a retail center (Plot Plan No. 25699). The total building area is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The Facility will include one (1) ADA and 22 non-ADA parking spaces. The cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The cannabis distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. Development Agreement No. 2000011 and Ordinance No. 664.69 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 Mead Valley Area. District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

Continued on Page 2

ACTION: Policy

Charissa Leach, Interim TLMA Director 2/2/2021

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 664.69 is introduced as recommended with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: Planning, Recorder

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

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 Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report;
2. **APPROVE CONDITIONAL USE PERMIT NO. 200031**, 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. 664.69; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks ORDINANCE NO. 664.69 an ordinance of the County of Riverside approving Development Agreement No. 2000011, based on the findings in this staff report.

Continued on Page 3

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

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, which 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 could 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.

On May 19, 2020, the Board of Supervisors approved the second year of the Cannabis Regulatory Program, allowing interested parties to directly submit applications for Conditional Use Permits that will be evaluated through the environmental and public review and hearing process on a case-by-case basis. The application for Conditional Use Permit No. 2000031 (CUP200031) and Development Agreement No. 2000011 (DA No. 2000011) was submitted on September 8, 2020.

Project Details:

CUP200031 is a proposal for a Commercial Cannabis Facility that includes retail sales and distribution (Facility). The Facility will occupy 4,646 SF of an 8,892 SF building that was previously approved through Plot Plan No. 25699 (PP25699) that is yet to be constructed. The retail store front area is 4,274 SF and the distribution area is 372 SF. The cannabis retail store hours of operation will be from 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. and 10:00 p.m. In accordance with approved PP25699, the parking area will be improved to accommodate 45 parking spaces. The Facility requires 23 of the total 45 spaces.

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

The description as included above constitutes the "Project" as further referenced in this report.

Plot Plan No. 25699 Background

The Planning Director approved PP25699 and Variance No. 1893 and adopted the associated mitigated negative declaration on February 8, 2019. PP25699 provides land use entitlement for a retail shopping center that includes four commercial buildings, one 75'-free-standing pylon sign, two 6'-monument signs, and 146 parking spaces, and 8 ADA-compliant parking spaces. PP25699 includes four separate parcels that in total, encompasses approximately 5.06 acres. The buildings are anticipated to be built in four phases. Building A is a 3,252 sq. ft. drive-thru restaurant for a Farmer Boys Restaurant. Building B will be a 3,434 sq. ft. drive-thru restaurant for a future tenant. Building C, totaling 3,980 sq. ft., consists of three units and includes a drive-thru for a future tenant. Building D, totaling 8,892 sq. ft., was approved for seven retail units. CUP200031 is being evaluated for a portion of Building D.

Thus far, Building A and the free-standing pylon sign has been constructed. PP25699 site was partially improved to include paved and striped parking area, landscaping, road improvements, and sidewalks. The pads for the remaining buildings have been graded.

Development Agreement No. 2000011

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. 2000011 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 \$78,048.00 which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement

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

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 \$97,560.00, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Mead Valley area, to be allocated by the Board of Supervisors to projects and services that benefit the community. 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, owner will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.69 an ordinance of the County of Riverside Approving Development Agreement No. 2000011, incorporates by reference DA No. 2000011 consistent with Government Code section 65867.5.

Planning Commission

The Riverside County Planning Commission considered project at a regularly scheduled public hearing held on January 6, 2021. Staff provided a memo to the commission that included Exhibit B (Elevation), Exhibit C (Floor Plans), and Exhibit M (Material Board) that were not included in the published Planning Commission Staff Report. The memo also included staff's recommended update to Conditions of Approval 15. Planning 23 to require a security guard be present on-site 24 hours a day, 7 days a week. The applicant agreed to accept all recommended conditions of approval for CUP200031. The Planning Commission recommended approval of CUP200031 and DA No. 2000011 by a unanimous vote (5-0). No public comments were provided.

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

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

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 and STAFF MEMO**
- C. **ORDINANCE NO. 664.69**
- D. **DEVELOPMENT AGREEMENT NO. 2000011**
- E. **INDEMNIFICATION AGREEMENT FORM**



Jason Farin, Principal Management Analyst

2/2/2021



Gregory H. Priapos, Director County Counsel

2/2/2021



**PLANNING COMMISSION HEARING
REPORT OF ACTIONS
JANUARY 6, 2021**

1.0 CONSENT CALENDAR

1.1 PLOT PLAN WIRELESS NO. 190015 – RECEIVE and FILE – RECEIVED and FILED.

Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Smartlink, LLC on behalf of AT&T – Owner: Makerville – Third Supervisorial District – Pinon Flats Zoning District – REMAP Area Plan – Community Development – Commercial Retail (CD-CR) – Location: Easterly of Pinon Flats Road, southerly of Highway 74, and westerly of Pidgeon Springs Road – 10.0 Acres – Zoning: Controlled Development Area (W-2) – **REQUEST:** Plot Plan Wireless No. 190015 proposes to construct a wireless telecommunication facility disguised as a 70' tall faux water tank that will contain a three (3) sector array with three (3) panel antennas per sector with accompanying ground equipment within a 625 sq. ft. lease area. APN: 636-192-002. Project Planner: Gabriel Villalobos at (951) 955-6184 or email at gvillalo@rivco.org.

1.2 GENERAL VACATION and TERMINATION of MAINTENANCE of portions of Commerce Center Drive, Messenia Lane, and Perry Street, and the EXECUTION of a Quitclaim Deed over a portion of the above referenced Vacation, in Mead Valley –

Applicant: Majestic Freeway Business Center, LLC – First Supervisorial District – Mead Valley Area Plan – Location: Commerce Center Drive, Messenia Lane, and Perry Street in Mead Valley – **REQUEST:** The Transportation Department is proposing to Vacate and Terminate the maintenance of portions of Commerce Center Drive, Messenia Lane, and Perry Street and Execute a Quitclaim Deed over a portion of the Vacated area, pursuant to County of Riverside policies and procedures. Project Planner: Chris Trinidad at (951) 955-8116 or email at ctrinida@rivco.org.

APPROVED The Transportation Department to Vacate and Terminate the maintenance of portions of Commerce Center Drive, Messenia Lane, and Perry Street, and the execution of a Quitclaim Deed.

2.0 GENERAL PLAN AMENDMENT INITIATION PROCEEDINGS
NONE

3.0 PUBLIC HEARINGS – CONTINUED ITEMS:
NONE

4.0 PUBLIC HEARINGS – NEW ITEMS:

4.1 CHANGE OF ZONE NO. 1800012 and TENTATIVE TRACT MAP NO. 37358 – Intent to Adopt a Mitigated Negative Declaration – CEQ180047 – Applicant: Allard Engineering – Owner: Pacific Communities Builder, Inc. – Fifth Supervisorial District – Romoland Zoning Area – Harvest Valley/Winchester Area Plan – Community Development: Medium Density Residential (CD-MDR) – Location: Northerly of Mapes Road, easterly of Antelope Road, westerly of Dawson Road, and southerly of Mahogany Lane – Zoning: Rural-Residential (R-R) – 45.6 gross acres – **REQUEST:** The Change of Zone proposes to change the zoning classification of the project site from Rural-Residential (R-R) to One-Family Dwelling (R-1). The Tentative Tract Map is a proposal to subdivide 45.6 gross acres into 154 single family residential lots ranging in size from 7,200 sq. ft. to 12,745 sq. ft., seven (7) letter lots dedicated to retention basins and open space amenities which consists of three (3) parks, and one (1) paseo, and three (3) remainder parcels located along the western and southern boundary of the Project site. The project is proposed to be developed in four (4) phases. Project Planner: Deborah Bradford at (951) 955-6646 or email at dbradfor@rivco.org.

Planning Commission Action:

Public Comments: Closed
By a vote of 5-0

The Planning Commission Recommends that the Board of Supervisors take the following actions:

ADOPT a Mitigated Negative Declaration for Environmental Assessment No. CEQ180047; and,

TENTATIVELY Approve Change of Zone No. 1800012; and,

APPROVE Tentative Tract Map No. 37358, subject to the conditions of approval.



**PLANNING COMMISSION HEARING
REPORT OF ACTIONS
JANUARY 6, 2021**

- 4.2 CONDITIONAL USE PERMIT NO. 200031 and DEVELOPMENT AGREEMENT NO. 2000011– Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Article 19, Section 15301 (Existing Facilities) – Applicant: Cannabis 21+ – Representative: Sean Anthony St. Peter – First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CD-CR) (0.20-0.35 FAR) – Location: Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – 1.00 Gross Acres – Zoning: Scenic Highway Commercial (C-P-S)– **REQUEST:** Development Agreement No. 2000011 would impose a lifespan on the proposed cannabis project and provide community benefit to the Mead Valley Area. Conditional Use Permit No. 200031 is a proposal for a Commercial Cannabis Facility, that includes retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. and is yet to be built. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and improved with landscaping and parking stalls. The project will include one (1) ADA and 22 non-ADA parking spaces. Retail store hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. APN: 317-110-070. Project Planner: Phayvanh Nanthavongdouangsy at (951) 955-6573 or email at pnanthav@rivco.org.
- Planning Commission Action:**
Public Comments: Closed
By a vote of 5-0
The Planning Commission Recommends that the Board of Supervisors take the following actions:
FIND the project exempt from the California Environmental Quality Act (CEQA); and,
TENTATIVELY Approve Development Agreement No. 2000011; and,
APPROVED Conditional Use Permit No. 200031, subject to the conditions of approval.
- 4.3 CONDITIONAL USE PERMIT NO. 200020 and DEVELOPMENT AGREEMENT NO. 2000008 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – CEQ200053 – Applicant: Sean St. Peter – Third Supervisorial District – Hemet-San Jacinto Zoning District – Harvest Valley/Winchester Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Stetson Avenue, easterly of California Avenue, southerly of W. Florida Avenue, and westerly of Warren Road – 4 Acres – Zoning: Scenic Highway Commercial (C-P-S) – **REQUEST:** Conditional Use Permit No. 200020 is a proposal to redevelop an existing 8,400 sq. ft. building to be used as a cannabis retail storefront, that shall also include mobile deliveries, as well as a cannabis distribution facility. The project shall also include updates to the project site for parking and landscaping. Development Agreement No. 2000008 has a term of 5 years and grants the applicant vesting rights to develop the project in accordance with the terms of Development Agreement No. 2000008 and Conditional Use Permit No. 200020 and will provide community benefits to the Hemet-San Jacinto Area. APN: 465-020-025. Project Planner: Gabriel Villalobos at (951) 955-6184 or email at gvillalo@rivco.org.
- Planning Commission Action:**
Public Comments: Closed
By a vote of 4-0
The Planning Commission Recommends that the Board of Supervisors take the following actions:
FIND the project exempt from the California Environmental Quality Act (CEQA); and,
TENTATIVELY Approve Development Agreement No. 2000008; and,
APPROVED Conditional Use Permit No. 200020, subject to the conditions of approval.
- 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**



**PLANNING COMMISSION
MINUTE ORDER
JANUARY 6, 2021**

I. AGENDA ITEM 4.2

CONDITIONAL USE PERMIT NO. 200031 and DEVELOPMENT AGREEMENT NO. 2000011 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Article 19, Section 15301 (Existing Facilities) – Applicant: Cannabis 21+ – Representative: Sean Anthony St. Peter – First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CD-CR) (0.20-0.35 FAR) – Location: Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – 1.00 Gross Acres – Zoning: Scenic Highway Commercial (C-P-S).

II. PROJECT DESCRIPTION:

: Development Agreement No. 2000011 would impose a lifespan on the proposed cannabis project and provide community benefit to the Mead Valley Area. Conditional Use Permit No. 200031 is a proposal for a Commercial Cannabis Facility, that includes retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. and is yet to be built. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and improved with landscaping and parking stalls. The project will include one (1) ADA and 22 non-ADA parking spaces. Retail store hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. APN: 317-110-070.

III. MEETING SUMMARY:

The following staff presented the subject proposal:

Project Planner: Phayvanh Nanthavongdouangsy at (951) 955-6573 or email at pnanthav@rivco.org. Staff provided a memo to Planning Commission with project exhibits and updated condition of approval for 24-hour on-site security guard.

Spoke in favor:

Sean St. Peter, Applicant, 619-618-8139

No one spoke in opposition or in a neutral position.

IV. CONTROVERSIAL ISSUES:

None.

V. PLANNING COMMISSION ACTION:

Public Comments: Closed

Motion by Commissioner Shaffer, 2nd by Commissioner Sanchez.

By a vote of 5-0

The Planning Commission Recommends that the Board of Supervisors take the following actions:

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

TENTATIVELY Approve Development Agreement No. 2000011; and,

APPROVED Conditional Use Permit No. 200031, subject to the conditions of approval.



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

**Agenda Item No.
4 - 2**

Planning Commission Hearing: January 6, 2021

PROPOSED PROJECT

Case Number(s):	CUP200031 and DA2000011	Applicant(s):	Cannabis 21+
CEQA Exempt:	Sections 15301, 15303		
Area Plan:	Mead Valley	Representative(s):	Sean St. Peter
Zoning Area/District:	North Perris Area		
Supervisory District:	First District		
Project Planner:	Phayvanh Nanthavongdouangsy		
Project APN(s):	317-110-070		


John Hildebrand
Interim Planning Director

PROJECT DESCRIPTION AND LOCATION

Conditional Use Permit No. 200031 (CUP200031) is a proposal for a Commercial Cannabis facility that includes retail sales and distribution. The cannabis facility will occupy 4,646 SF of an 8,892 SF building that was previously approved through Plot Plan No. 25699 that is yet to be constructed. The retail area is 4,274 SF and the distribution area is 372 SF. The cannabis retail store hours of operation will be from 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. and 10:00 p.m. In accordance with approved Plot Plan No. 25699, the parking area will be improved to accommodate 45 parking spaces. The project requires by 23 of the total 45 spaces.

The description as included above constitutes the "Project" as further referenced in this staff report.

Development Agreement No. 2000011 (DA2000011) sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP200031 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. DA2000011 has a term of 10 years, will grant the applicant vesting rights to develop the Project in accordance with the terms of agreement and CUP200031, and will provide community benefits to the Mead Valley Area.

The Project is located northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215, within the Mead Valley Area Plan.

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 Article 19 Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in this staff report; and,

TENTATIVELY APPROVE Development Agreement No. 2000011, 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. 200031, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance.

PROJECT DATA

Land Use and Zoning:

Existing General Plan Foundation Component:	Community Development
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Policy /Overlay Area	Community Center Overlay
Surrounding General Plan Land Uses	
North:	Specific Plan (SP) 341-Light Industrial (LI)
East:	SP 341- Light Industrial (LI)
South:	CR
West:	SP 341 – Light Industrial (LI) w/Community Center Overlay
Existing Zoning Classification:	Scenic Highway Commercial (C-P-S)
Surrounding Zoning Classifications	
North:	SP Planning Area (PA) 1 Zone
East:	SP PA 4 Zone
South:	C-P-S
West:	SP PA 2 Zone
Existing Use:	Graded lot and partial landscape improvement pursuant to PP25699
Surrounding Uses	
North:	Majestic Freeway Business Center
South:	Farmer boys Drive-thru, gas stations
East:	Majestic Freeway Business Center
West:	Vacant – future warehouse/distribution/manufacturing development approved PPT180028

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	1 acre	No minimum
Existing Building Area (SQFT):	8,892 SF (approved, not yet built)	N/A
Proposed Building Area (SQFT):	Occupy 4,646 SF of the previously approved building	N/A
Floor Area Ratio:	0.22	Minimum 0.2
Building Height (FT):	26'	Maximum 50'

Parking:

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Retail Sales	4,274	1 space for 200 SF	21	21
Distribution	372	2 spaces for 3 Employees, 6 employees, 2 shifts per day	2	2
TOTAL:			23	23

Located Within:

City's Sphere of Influence:	Yes – City of Perris
Community Service Area ("CSA"):	Yes – CSA 89
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes - Low Liquefaction
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	No
Mount Palomar Observatory Lighting Zone:	Yes – Zone B
WRCMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	Yes – In
Airport Influence Area ("AIA"):	Yes – March Air Reserve Base, Zone C2

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

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 could 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.

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Project Details:

CUP200031 is a proposal for a commercial cannabis facility that includes retail sales and distribution. The cannabis facility will lease 4,646 SF of an 8,892-SF building that was approved through Plot Plan No. 25699 (PP25699). The retail building was approved for seven retail units and has not been constructed. The project will combine four of the units and remaining three units will be available for future tenants. The cannabis facility total retail area will be 4,274 SF and the distribution area is 372 SF. The project will include 23 parking spaces. The associated retail store hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The distribution facility is closed to the public and the hours of operation will be 8:00 a.m. to 10:00 p.m.

The Planning Director approved PP25699 and Variance No. 1893 and adopted the associated mitigated negative declaration on February 8, 2019. PP25699 provides land use entitlement for a retail shopping center that includes four commercial buildings, one 75'-free-standing pylon sign, two 6'-monument signs, and 146 parking spaces, and 8 ADA-compliant parking spaces. PP25699 includes four separate parcels that in total, encompasses approximately 5.06 acres. The buildings are anticipated to be built in four phases. Building A is a 3,252 sq. ft. drive-thru restaurant for a Farmer Boys Restaurant. Building B will be a 3,434 sq. ft. drive-thru restaurant for a future tenant. Building C, totaling 3,980 sq. ft., consists of three units and includes a drive-thru for a future tenant. Building D, totaling 8,892 sq. ft., was approved for seven retail units. CUP200031 is being evaluated for a portion of Building D.

Thus far, Building A and the free-standing pylon sign has been constructed. PP25699 site was partially improved to include paved and striped parking area, landscaping, road improvements, and sidewalks. The pads for the remaining buildings have been graded.

Pursuant to Ordinance No. 348 Section 18.12, the project is required to have 23 parking spaces, one of which will be ADA-compliant. The project site parking area will be improved to accommodate 45 parking spaces, three of which are ADA-compliant for Building D. Two of the parking spaces will be dedicated for electric vehicles as noted on the CUP200031 site plan. The future parking area provides adequate parking for the proposed cannabis facility and the remaining three retail units (that are not a part of this project).

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 lifestyles, 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 General Plan 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 retail, community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned C-P-S (Scenic Highway Commercial). Pursuant to Ordinance No. 348, Article XIXh, Sections 19.518 and 19.520, Cannabis Retailers and Cannabis Distribution Facilities are allowed in the C-P-S 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-P-S Zone and those set forth in Sections 19.519 and 19.521 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

The property is landscaped in accordance with the County of Riverside Ordinance No. 348 and Ordinance No. 859. The project was conditioned to meet or exceed landscaping required and installed for PP25699. An updated landscape plan is required prior to the issuance of the building permit.

The project site is located within the Airport Influence Area ("AIA") boundary and is therefore is subject to the Airport Land Use Commission ("ALUC") review. On November 12, 2020 ALUC found the project to be consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan subject to a set of conditions. The recommended conditions are included as part of the project's Conditions of Approval 15 Planning. 3. ALUC Conditions.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

The proposed project is exempt from California Environmental Quality Act (CEQA) review pursuant to Article 19 - Categorical Exemptions, Section 15301, Class 1, and Section 15303, Class 3. It is exempt under Section 15301 as the cannabis facility will lease space of an approved building, proposes minor modification to the interior of the building, and involves no expansion of the approved building footprint, and it will permit the use of a portion of the building as a cannabis facility. Class 1 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 use. The proposed cannabis facility will operate within leased space of an approved building that is yet to be constructed. The project also involves minor alteration of the approved building, as it will combine four of the retail units to accommodate the 4,274 SF of Cannabis retail area and 372 SF distribution area. Three of the remaining retail units will be constructed as approved for future tenants. The building exterior footprint, total square feet of approved retail area, exterior architecture, parking area, and overall site design (building location, parking, onsite circulation, etc.) as approved for PP25699 will not change with the approval of this project. As described, the project involves no expansion of use, specifically there are no expansion of retail space area and building footprint; therefore, it can fall within the Class 1 exemption.

This project is also exempt under Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts construction and location of new, small facilities or structures. Examples of this exemption include but are not limited to, a store or similar structure in an urbanized area on a site zoned for such use where all necessary public services and facilities are available, the surrounding area is not environmentally sensitive, it does not involve the use of significant amounts of hazardous substances, and it does not exceed 10,000 square feet in floor area. Here, the building was previously permitted to be constructed under PP25699. Even if the

building were being newly permitted as part of CUP200031, it would still be exempt under Section 15303 since it proposes a commercial building under 10,000 square feet on the property, and since it is in an urbanized area, all necessary public services and facilities are available, no hazardous substances are proposed to be kept on site, and it is not an environmentally sensitive area, the project qualifies for the Class 3 exemption; therefore, no additional environmental review is required.

Furthermore, none of the exceptions that bar the application of a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. Exception 15300.2 (a) prevents Categorical Exemptions Classes 3, 4, 5, 6, and 11 from applying in a particularly sensitive environment. The project is not within a particularly sensitive environment, and it also falls within Class I exemption; therefore, this exception does not apply. Exception 15300.2 (b) applies to all classes and would make the exemption inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant. The project would not lead to cumulative impacts that overtime is significant, as the project would not create a greater level of potential impacts beyond what was considered for the approved retail center at this location. All future projects that are similar to and are located in the same area will be evaluated pursuant to CEQA; therefore, this exception does not apply. Exception 15300.2 (c) states that an exemption shall not be used where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. There are no unusual circumstances associated with the cannabis facility. The building that will be leased to operate the project was approved to be utilized for retail uses. The building is a part of a retail center that is consistent with the site's commercial land use designation and zoning classification; as well as all applicable sections of Ordinance No. 348. The project is considered a retail use that is also consistent with the site's commercial land use designation, zoning classification and all applicable sections of Ordinance No. 348. Also, similar to other development that requires a land use permit, the project is conditioned to comply with all applicable General Plan policies, County Ordinances and State law. Therefore, there are no reasonable possibility the project would not have a significant effect. Exception 15300.2 (d) states that an exemption shall not be used for project that may result in damage to scenic resources. The project is located westerly of Interstate 215. This segment of I-215 is not designated as a Scenic Highway. The project does not change the exterior architecture of the approved building and the on-site signage that will be affixed to building's west and south elevation meets the development standards of Ordinance No. 348 Section 19.4. The project is in area that is being built out with commercial and industrial uses. The building and project signage is consistent with the existing characteristics of the area and would not damage scenic resources; therefore, this exception does not apply. Exception 15300.2 (e) states that an exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of Government Code. The project site is not a hazardous waste site and is not on any list compiled pursuant to Section 65962.5; therefore, this exception does not apply. Exception 15300.2 (f) states that an exemption shall not be used for a project which may cause substantial adverse change in the significance of a historical resource. There were no historic resources on the project site; therefore, this exception does not apply. For the reasons described above none of the exceptions outlined in CEQA Guidelines Section 15300.2 applies to the project; and therefore, Article 19- Categorical Exemptions, Section 15301 and Section 15303 Exemptions may be used to exempt the project from CEQA.

FINDINGS AND CONCLUSIONS

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

Land Use Findings:

1. The project site has a General Plan Foundation Component of Community Development and Land Use Designation of Commercial Retail (CD:CR). The Commercial Retail land use designation allows for the development of commercial retail uses at a neighborhood, community, and regional level, as well as professional office and tourist-oriented commercial uses. The project is a considered a commercial use that provides retail sales and distribution of cannabis products. The floor area ratio (FAR) of a commercial development within the CD:CR typically ranges from 0.20 to 0.35. The project will lease 4,646 SF of an approved 8,892 SF building to operate a commercial cannabis facility. The net project area where this building is located is 41,259 SF. The FAR of the project site is approximately 0.22, which is within the FAR range of the CD:CR designation.
2. The project site has a Zoning Classification of Scenic Highway Commercial (C-P-S), which is consistent with the Riverside County General Plan CD:CR designation. The C-P-S Zoning Classification allows for various commercial uses that meets the goals of the CD:CR designation, in that these local and regional serving commercial uses will help to provide jobs for local residents, contribute to enhancing and balancing communities economically, and facilitate a tax base that aids in providing needed public facilities and services.
3. The project site is located within the Community Center Overlay (CCO) within the Mead Valley Area Plan (MVAP). The intent of the CCO is to achieve community focal points, promote multi-modal transit options, connectivity between job centers and related retail services, and achieve a more efficient use of land. The CCO offers the potential for development of a unique mix of employment, commercial and public uses. The project proposal is consistent with design considerations that promote connectivity among existing and future land uses. As stated in the Table 1: Land Use Designations Summary of the Mead Valley Area Plan and policy MVAP 5.1, CCO allows for either a Community Center or the underlying designated land use to be developed. The project and the previously approved Plot Plan for the retail commercial center is in compliance with the underlying land use designation of CD:CR.
4. The proposed use, a Commercial Cannabis Retailer and Distribution Facility, is consistent with Ordinance No. 348 (Land Use) and is allowed within the C-P-S Zoning Classification, subject to Conditional Use Permit approval. Pursuant to various sections of Ordinance No. 348, as described in greater details below in this staff report, the proposed project meets all of the conditional use permit findings, the development standards of the C-P-S Zoning Classification, permit requirements for all commercial cannabis activities, cannabis retailer minimum standards, and cannabis distribution facilities standards.

Conditional Use Permit Findings (Section 18.28):

The following findings shall be made prior to making a recommendation to grant a Conditional Use Permit pursuant to the provisions of the Riverside County Zoning Ordinance No. 348 (Land Use):

1. The proposed use conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. The proposed commercial cannabis activity will be located in a retail center that was previously approved for the project site. The retail center was found to be consistent with the General Plan. The project does not propose any substantial changes to the approved Plot Plan and will occupy four of the seven retail spaces

that was originally approved for this building. The proposed use is a retail and distribution facility for a cannabis commercial activity. The use is a commercial use that may establish in the CD:CR land use designation. The project is conditioned to meet applicable State law and ordinances of Riverside County. The project is required to comply with all State cannabis licensing requirements and shall apply for the appropriate cannabis license within six (6) months of the Conditional Use Permit approval. Failure to do so will terminate the conditional use permit approval.

2. 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-P-S zoning classification and complies with the permit requirements for all Commercial Cannabis Activities.
3. 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 and distribution facility, would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the C-P-S 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. The project has been conditioned to meet all of the requirements of applicant State law and ordinances of Riverside County.
4. That project will occupy a retail space of an approved building. The project area includes site improvements such as road improvements, sidewalks, parking ingress/egress points, and partial landscaping pursuant to approved plot plan. Further site improvements, such as parking spaces, trash enclosure, water quality basin, and landscaping will be constructed pursuant to the plot plan and CUP200031 conditions of approval.
5. 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. The project will occupy a portion of an approved building that will be located on a single legally divided parcel as shown on Exhibit A. There are no other buildings proposed on this parcel as part of this project.
6. 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 (Section 19.505)

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers and distribution facilities, 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, the requirements of Section 19.505 of Ordinance No. 348 are included in the Project's Conditions of Approval (COA) 15 - Planning. 9 through Planning 34.
2. Section 19.506 of Ordinance No. 348 sets forth the public hearing and requirements of approval. A Planning Commission public hearing for CUP2000031 and DA2000011 is scheduled for January 6, 2021. Public notice was posted in the Press-Enterprise Newspaper on December 27, 2020, and mailed to owners of real property which were located within 1,600' from the project site. Section 19.506 requires notices to be delivered to real property which is located 300' from the exterior boundaries of the subject property. The noticing radius was expanded to 1,600' to yield at least 25 different property owners. The project has complied or is conditioned to comply with all of the requirements of Sections 18.28 (Conditional Use Permit Findings are described above), 19.505 (all requirements are noted on the project's Advisory Notification Document), 19.519 (compliance with Cannabis Retailer standards are described below), and 19.521 (compliance with Cannabis Distribution standards are described below). The project complies with the standards of the C-P-S Zone which is also described below.
3. Section 19.507 of Ordinance No. 348 sets forth Permit Expiration. This section requires all permittee to obtain a valid Cannabis license from the State of California within six (6) months of the conditional use permit's approval date. In the event the conditional of approval is not complied with, the conditional use permit will automatically become null and void on the six (6) month anniversary date of the conditional use permit's approval. The permit is also set to expire within ten (10) years of the effective date of the attached Development Agreement No. 2000011, unless the term is modified or extended for an additional five years. This condition is included as COA 15 - Planning. 35 Permit Expiration.

Development Standards of the C-P-S Zone (Section 9.53):

Pursuant to Sections 19.518 and 19.520, Cannabis Retailer – Storefront and Cannabis Distribution Facilities are allowed in the C-P-S Zone. In addition to compliance with the cannabis retailer and cannabis distribution facilities standards, the project also complies with the development standards of the C-P-S Zoning Classification, 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 will lease space within an approved building that will not 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 will lease space within an approved building that does not 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 will lease space within an approved 8,892 retail building. The parking requirement for the entire building is calculated using the parking ratio of one (1) space per 200 SF. This amounts to 45 spaces and two (2) of such spaces are ADA compliant. The proposed project retail area parking ratio is also one (1) space per 200 SF and the distribution area requires two (2) space per three (3) employees. This amounts to 21 spaces for the retail area and two (2) spaces for employees. The remaining vacant retail area that is not a part of this project is approximately 4,246 SF and will require 22 parking spaces. The parking area approved for PP25699 provides adequate parking spaces for the proposed project and future retail tenants. The project site plan also shows two electrical parking spaces that will be installed by the property owner and is a condition of approval for this project (COA 80 - Planning. 3 and COA 90 - Planning.1). The project site will also include four (4) bicycle parking spaces. Therefore, the project meets this standard.
- 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 is conditioned to meet this standard (COA 90 - Planning. 6).

Cannabis Retailer Minimum Standards (Section 19.519):

- 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 project complies with the setback standards of the C-P-S Zone and is not adjacent to a residential zone. The adjacent SP planning areas are light industrial/warehousing, not residential.
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. (COA 15 - Planning All. 1 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 verify consumers are of appropriate age. The project has been conditioned to meet this standard. (COA 15 - Planning-All. 7 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 verify consumers are at least 21 years of age. The project has been conditioned to meet this standard. (COA 15 - Planning-All. 8 Cannabis Retail Operations – 3)
 - D. 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 verify consumers are of appropriate age. The project has been conditioned to meet this standard. (COA 15 - Planning-All. 9 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. (COA 15 - Planning-All. 10 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. (COA 15 - Planning-All. 9 Cannabis Retail Operations – 6, COA 80 - Planning. 1 Use – Conform to Floor Plans)
- 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. (COA 15 - Planning-All. 12 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. (COA 15 - Planning-All. 13 Cannabis Retail Operations – 8, COA 80 - Planning. 1 Use - Conform to Floor Plans)
- 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. (COA 15 - Planning-All. 14- 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. (COA 15 - Planning-All. 2 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. (COA 15 - Planning-All. 3 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. (COA 15 - Planning-All. 4 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. (COA 15 - Planning-All. 5 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. (COA 15 - Planning- All. 6 Cannabis Retail Operations – 14)

Mobile Deliveries:

The Cannabis Retailers with an approved CUP may provide deliveries of Cannabis Products consistent with State law (COA 15 - Planning-All. 4 Cannabis Retail Operations – 12). The project includes delivery services between the hours of delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week.

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. (COA 15 - Planning. 24 - General - O. Permit and License Posting, COA 15 Planning. 19– 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.

Cannabis Distribution Facilities Standards (Section 19.521):

In addition to the approval requirements in Section 19.506 of Ordinance No. 348 and development standards for the applicable zoning classification, Cannabis Distribution Facilities shall comply with the standards provided below. If there is an inconsistency between the development standards of the zone classification and these standards, the more restrictive standard applies.

1. Cannabis Distribution Facilities shall not be located within 600 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This is met because a radius map buffering 600 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 600 feet of the site.

2. All Cannabis Distributions Facilities shall comply with the setback standards for the zone classification they are located in, except when adjacent to a residential zone where the minimum setback from the residentially zoned lot lines shall be 25 feet. The project meets the setback requirements of the C-P-S Zone and is not located adjacent to a residentially zoned property.
3. Cannabis and Cannabis Products shall only be transported between permitted and licensed Commercial Cannabis Activities. The project is conditioned to meet this operational standard. (COA 15 - Planning. 4 Cannabis Distribution Facilities – Operations -1).
4. In addition to the requirements of Section 19.505.Q. the following record keeping measures are required to be implemented for all Cannabis Distribution Facilities: a. Prior to transporting Cannabis or Cannabis Products, a shipping manifest shall be completed as required by state law and regulations. b. A copy of the shipping manifest shall be maintained during transportation and shall be made available upon request to law enforcement or any agents of the State or County charged with enforcement. c. Cannabis Distribution Facilities shall maintain appropriate records of transactions and shipping manifests that demonstrate an organized method of storing and transporting Cannabis and Cannabis Products to maintain a clear chain of custody. The project is conditioned to meet this operational standard. (COA 15 - Planning. 5 Cannabis Distribution Facilities – Operations – 2).
5. Cannabis Distribution Facilities shall ensure that appropriate samples of Cannabis or Cannabis Products are tested by a permitted and licensed testing facility prior to distribution and shall maintain a copy of the test results in its files. (COA 15 - Planning. 8 Cannabis Distribution Facilities – Operations – 3).
6. Cannabis Distribution Facilities shall not be open to the public. The project is conditioned to meet this operational standard. (COA 15 - Planning. 6 Cannabis Distribution Facilities – Operations – 4).
7. Cannabis Distribution Facilities shall not transport or store non-cannabis goods. The project is conditioned to meet this operational standard. (COA 15 - Planning. 7 Cannabis Distribution Facilities – Operations – 5).

Cannabis Distribution Facilities Findings

In addition to the requirements for approval in Section 19.506 of this ordinance, no conditional use permit shall be approved or conditionally approved unless the following findings are made:

1. The Cannabis Distribution Facility complies with all the requirements of the State and County for the distribution of Cannabis. The project is conditioned to meet this requirement.
2. The Cannabis Distribution Facility's operating plan demonstrates proper protocols and procedures that address enforcement priorities for Cannabis related activities including restricting access to minors, and ensuring that Commercial Cannabis Activities and Cannabis Products are obtained from and supplied only to other permitted and licensed sources and not distributed out of State. (COA 15 -

Planning. 24 - General - O. Permit and License Posting, COA 15 - Planning. 19- General – K Monitoring Program)

3. The Cannabis Distribution Facility is not within 600 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. This is met because a radius map buffering 600 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 600 feet of the site.

4. The Cannabis Distribution Facility is not open to the public. The distribution facility is not open for the public. (COA 15 - Planning. 6 Cannabis Distribution Facilities – Operations – 4).

5. For Cannabis Distribution Facility 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 violations on the lot and all applicable fees have been paid. There are no cannabis-related violations on the project site.

Other Findings:

1. The project site is not located within a Criteria Cell of the Western Riverside County Multiple Species Habitat Conservation Plan.
2. The project site is located within the **City of Perris** Sphere of Influence. This project was provided to **City of Perris** for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is located within an Airport Influence Area (“AIA”) boundary and is therefore subject to the Airport Land Use Commission (“ALUC”) review. The project is within March Air Reserve Base AIA, Zone C2. On November 12, 2020 ALUC found the project to be consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan subject to a set of conditions. The recommended conditions are included as part of the project’s Conditions of Approval 15 - Planning. 3. ALUC Conditions.
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 (COA 15 - Advisory Notification.4 AND –Federal, State & Local Regulation Compliance).
5. The project site is within the Fee Assessment Area of the Stephen’s Kangaroo Rat Habitat Conservation Plan (“SKRHCP”). The project site is located within the Fee Assessment Area for the Stephen’s Kangaroo Rat Habitat Conservation Plan (SKRHCP). Per County Ordinance No. 663 and the SKRHCP, all applicants for development permits within the boundaries of the Fee Assessment Area who cannot satisfy mitigation requirements through on-site mitigation, as determined through the environmental review process, shall pay a Mitigation Fee of \$500.00 per gross acre of the parcels proposed for development. Payment of the SKRHCP Mitigation Fee for this Project, instead of on-site mitigation, will not jeopardize the implementation of the SKRHCP as all core reserves required for permanent Stephen’s Kangaroo Rat habitat have been acquired and no new land or habitat is required to be conserved under the SKRHCP (COA 15 - Advisory Notification.4 AND –Federal, State & Local Regulation Compliance).

Fire Findings:

1. The project site is not located within a Cal Fire State Responsibility Area ("SRA") and is not within a fire hazard severity zone.

Development Agreement:

The applicant has proposed entering into the attached draft development agreement (DA2000011) 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-P-S 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 1,600 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. The applicant presented the proposed project to the Mead Valley Municipal Advisory Committee (MAC) on November 4, 2020. There were no concerns or opposition raised during the MAC.

DEVELOPMENT AGREEMENT NO. 2000011

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"):

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 the calculated amount set forth in Exhibit "F", 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. 200031) 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. 200015.

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

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

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either:

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

If to COUNTY:

Clerk of the Board of Supervisors

Riverside County Administrative Center

4080 Lemon Street, First Floor

Riverside, CA 92502

Fax No. (951) 955-1071

with copies to:

County Executive Officer

Riverside County Administrative Center

4080 Lemon Street, 4th Floor

Riverside, CA 92501

Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use

Transportation and Land Management Agency

Riverside County Administrative Center,

4080 Lemon Street, 12th Floor

Riverside, CA 92501

Fax No. (951) 955-1817

and

County Counsel

County of Riverside

3960 Orange Street, Suite 500

Riverside, CA 92501

Fax No. (951) 955-6363

If to OWNER:

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance

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

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

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California

Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

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

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole;

or,

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

or,

(d) Delete a requirement for the reservation or dedication of land for public

purposes within the Property as a whole; or,

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

3.5 Reservations of Authority.

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

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

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

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

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

to the density or intensity of development set forth in the Development Plan.

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

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

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

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

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement or require changes in plans, maps or permits approved by the COUNTY, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State

or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

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

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

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

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

determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(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.

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 XIIIID 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. 200031 and this Agreement.

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

provide records to the COUNTY demonstrating local hiring efforts, and compliance with this Agreement and CUP No. 200015.

6.5 Procedure.

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

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

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

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

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

- (a) The time and place of the hearing;
- (b) A statement as to whether or not COUNTY proposes to terminate or to

modify the Agreement; and,

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

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

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

the time of the Periodic or Special Review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of

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

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

OWNER Initials OWNER Initials 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: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER

OWNERS:

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

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. 2000011

LEGAL DESCRIPTION OF PROPERTY

(This exhibit will consist of the legal description of the subject property, as described on a provided current (no more than 30 days old) Title Report)

EXHIBIT "B"

Development Agreement No. 2000011

MAP OF PROPERTY AND ITS LOCATION

*(This Exhibit will indicate the property's legal (metes and bounds, if required) boundary
and its location)*

EXHIBIT "C"

Development Agreement No. 2000011

EXISTING DEVELOPMENT APPROVALS

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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. 2000011

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. 348.4926
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. 2000011

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 200031 permits a Cannabis Retailer and distribution facility within 4,646 square feet of an existing 8,892 square foot building. The Cannabis Retailer will include 4,274 square feet of retail and 372 square feet of distribution along with supporting storage, office, employee break area, and reception areas.

EXHIBIT "F"

Development Agreement No. 2000011

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 200031 will occupy 4,646 square feet of an existing 8,892 square foot building and will include retail and distribution along with supporting storage, office, employee break area, and reception areas as more specifically shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is the following: \$18.00 per square foot for the retail and \$3.00 per square foot for the distribution. Therefore, the public base benefit payment will be \$78,048.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 2000011

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the following: 4,274 square feet for the retail and 372 square feet for the distribution totaling 4,646 square feet within an existing 8,892 square foot building. The 4,646 square feet will be used for the Cannabis Retailer with distribution as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 2000011

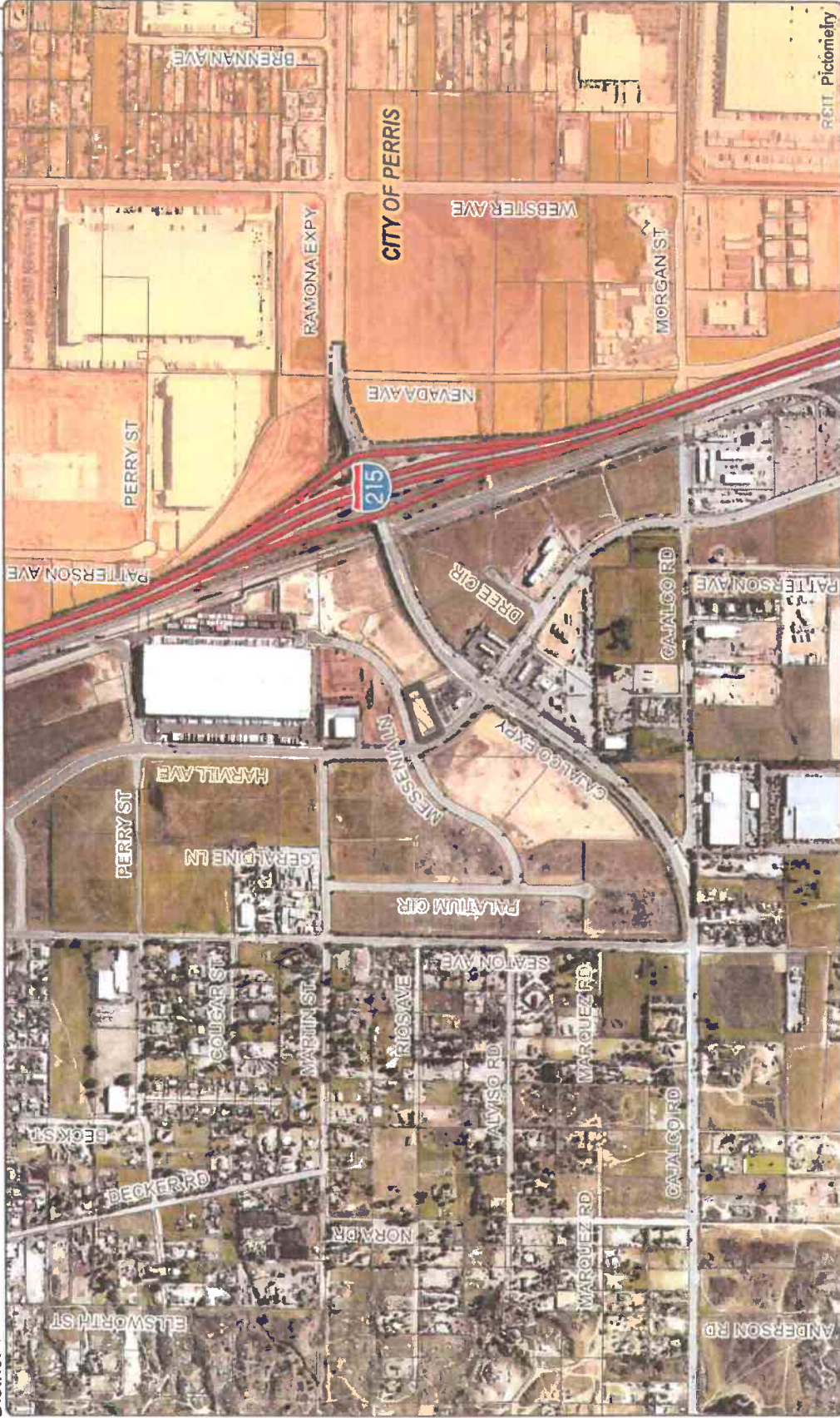
COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$97,560.00 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, OWNER will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP200031 DA2000011
VICINITY/POLICY AREAS

Supervisor: Jeffries
 District 1

Date Drawn: 12/28/2020
 Vicinity Map



Zoning Area: North Perris

Author: Vinnie Nguyen



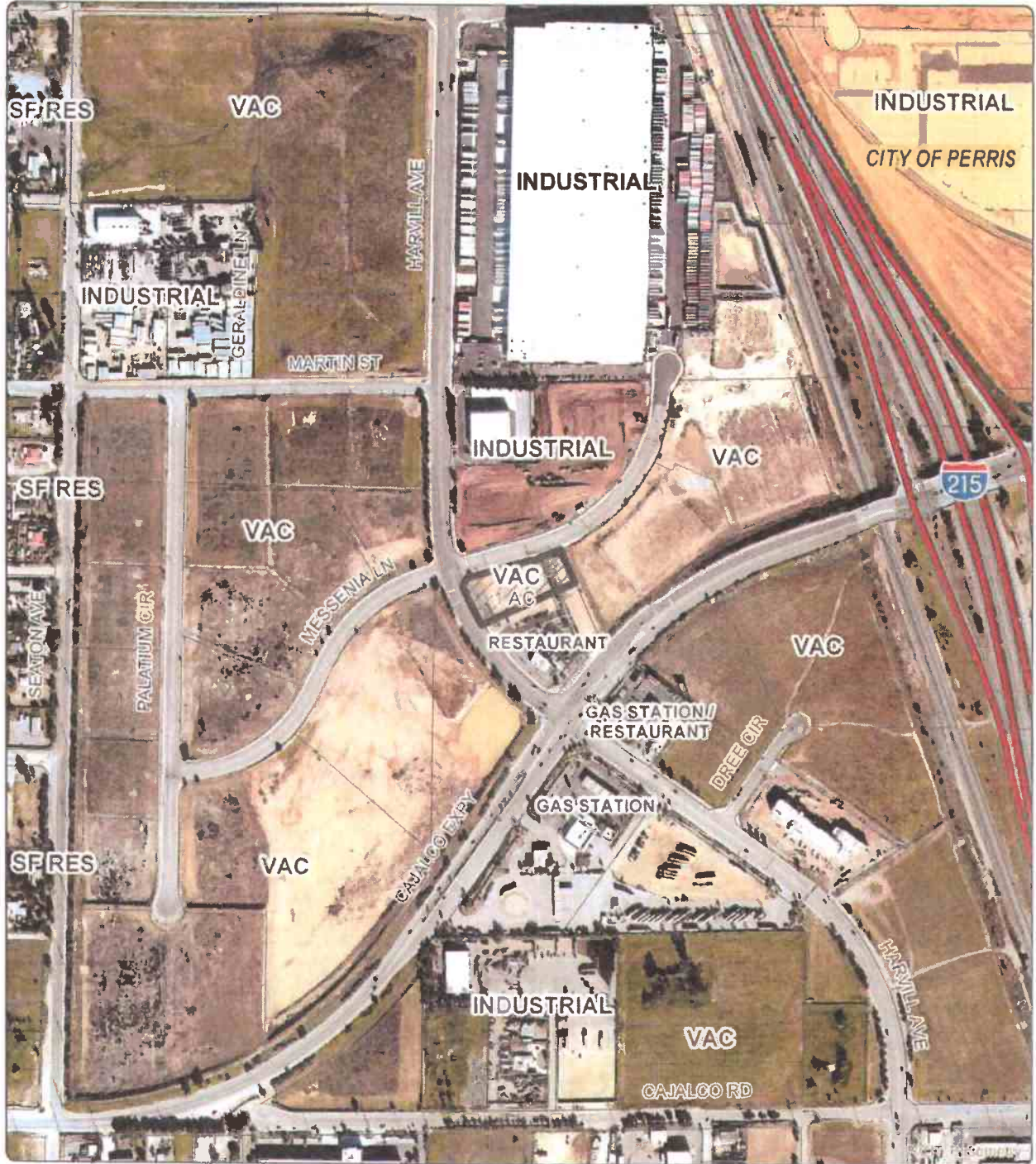
PREPARED BY: On October 27, 2020, the County of Riverside adopted a new General Plan providing for land use designations for unincorporated Riverside County. This map is a vicinity map for the proposed designations. It is not intended to be used for any other purpose. For more information, please contact the Riverside County Planning Department at (951) 952-5200. Riverside County is an Equal Opportunity Employer. (1/19/20) 4277 (District) (Public) of 1/1

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP200031 DA2000011

Supervisor: Jeffries
District 1

Date Drawn: 12/28/2020
Exhibit 1

LAND USE



Zoning Area: North Perris

Author: Vinnie Nguyen



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: www.riversidecounty.net

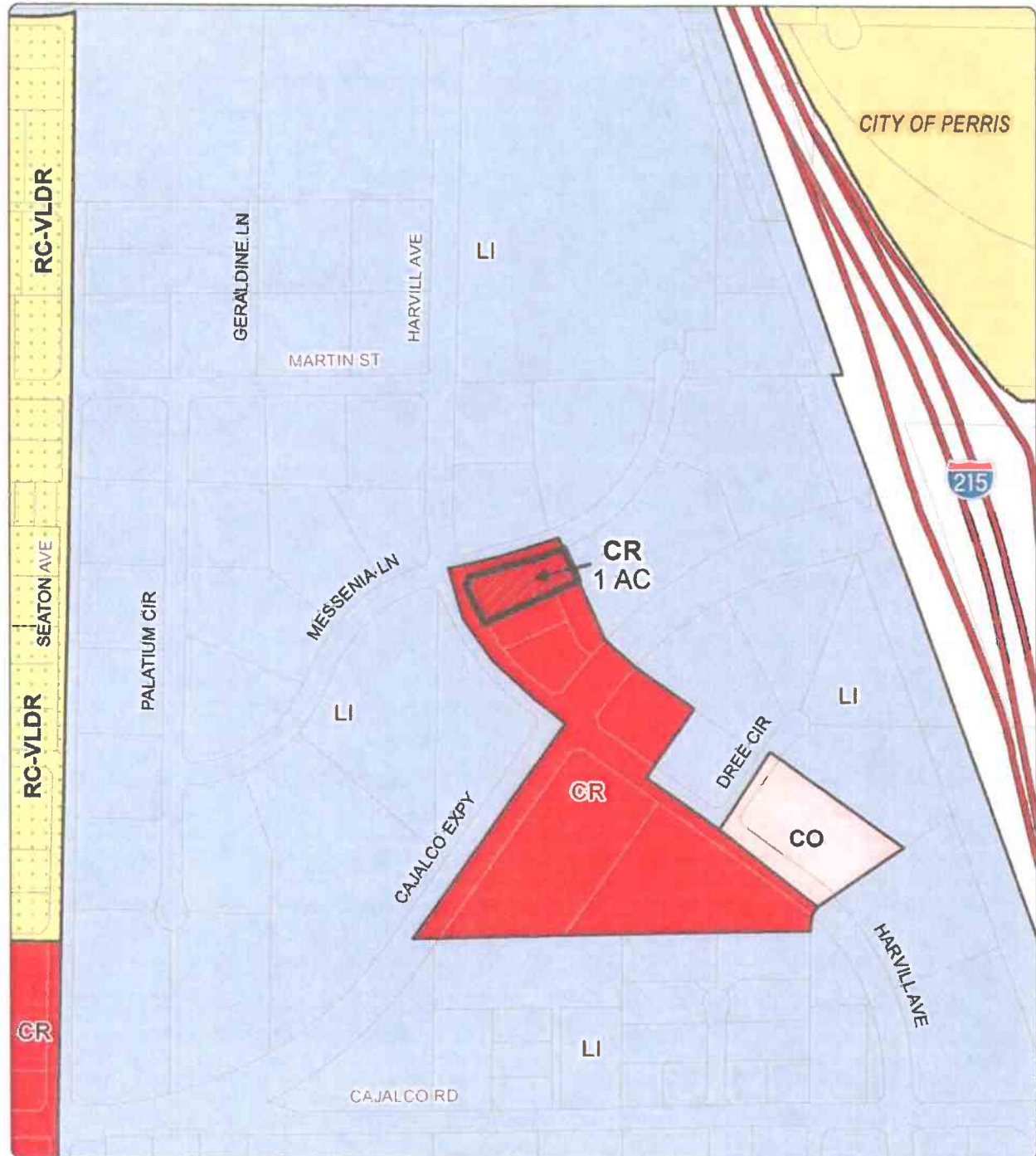
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP200031 DA2000011

EXISTING GENERAL PLAN

Supervisor: Jeffries
District 1

Date Drawn: 12/28/2020
Exhibit 5



Zoning Area: North Perris

Author: Vinnie Nguyen



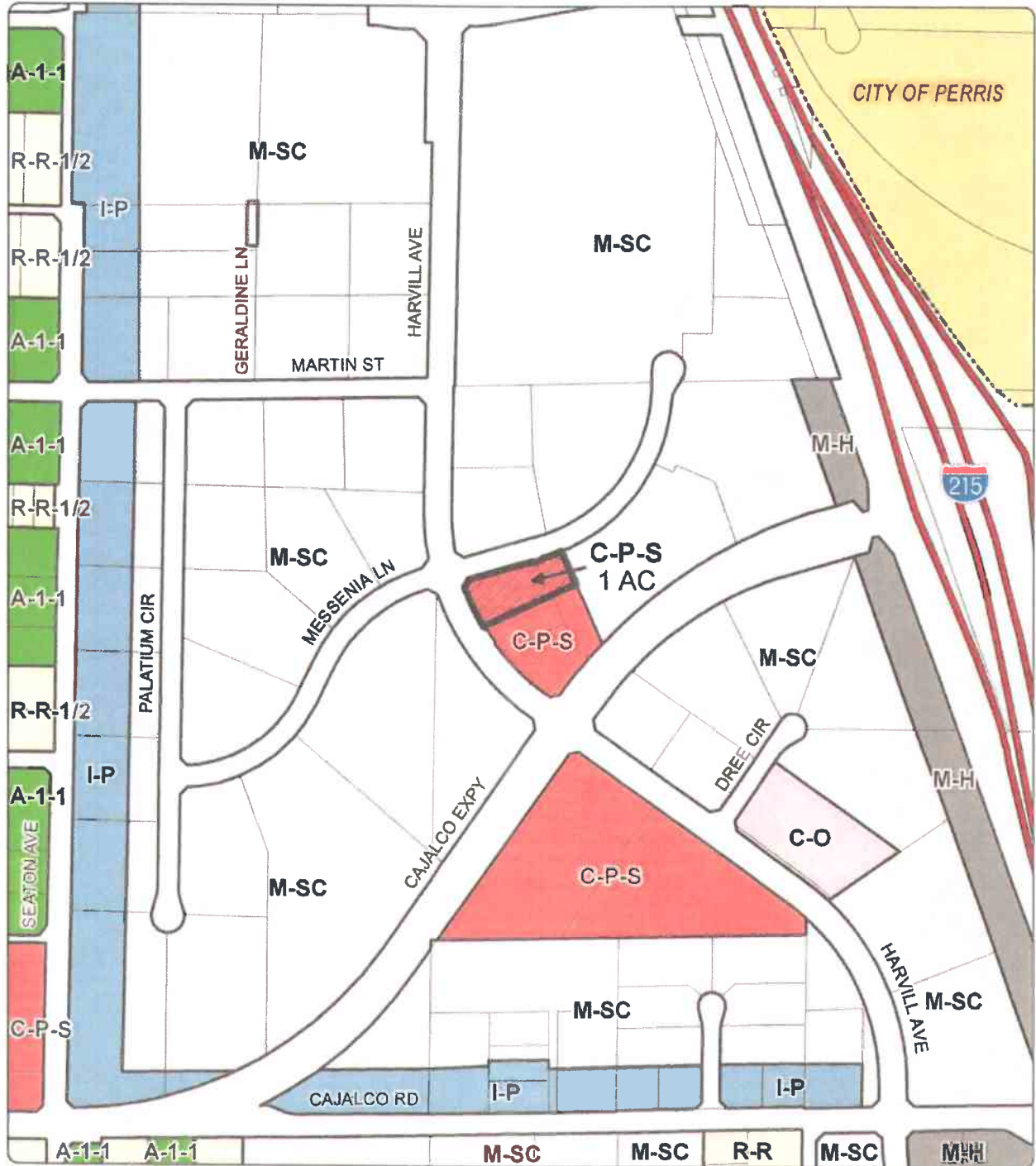
DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department office in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)963-6277 (Eastern County) or Website: www.riversidecounty.net

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP200031 DA2000011

Supervisor: Jeffries
 District 1

Date Drawn: 12/28/2020
 Exhibit 2

EXISTING ZONING



Zoning Area: North Perris

Author: Vinnie Nguyen



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)853-8277 (Eastern County) or Website www.riverside.ca.gov

EXHIBIT 'A'- PLOT PLAN

COUNTY OF RIVERSIDE

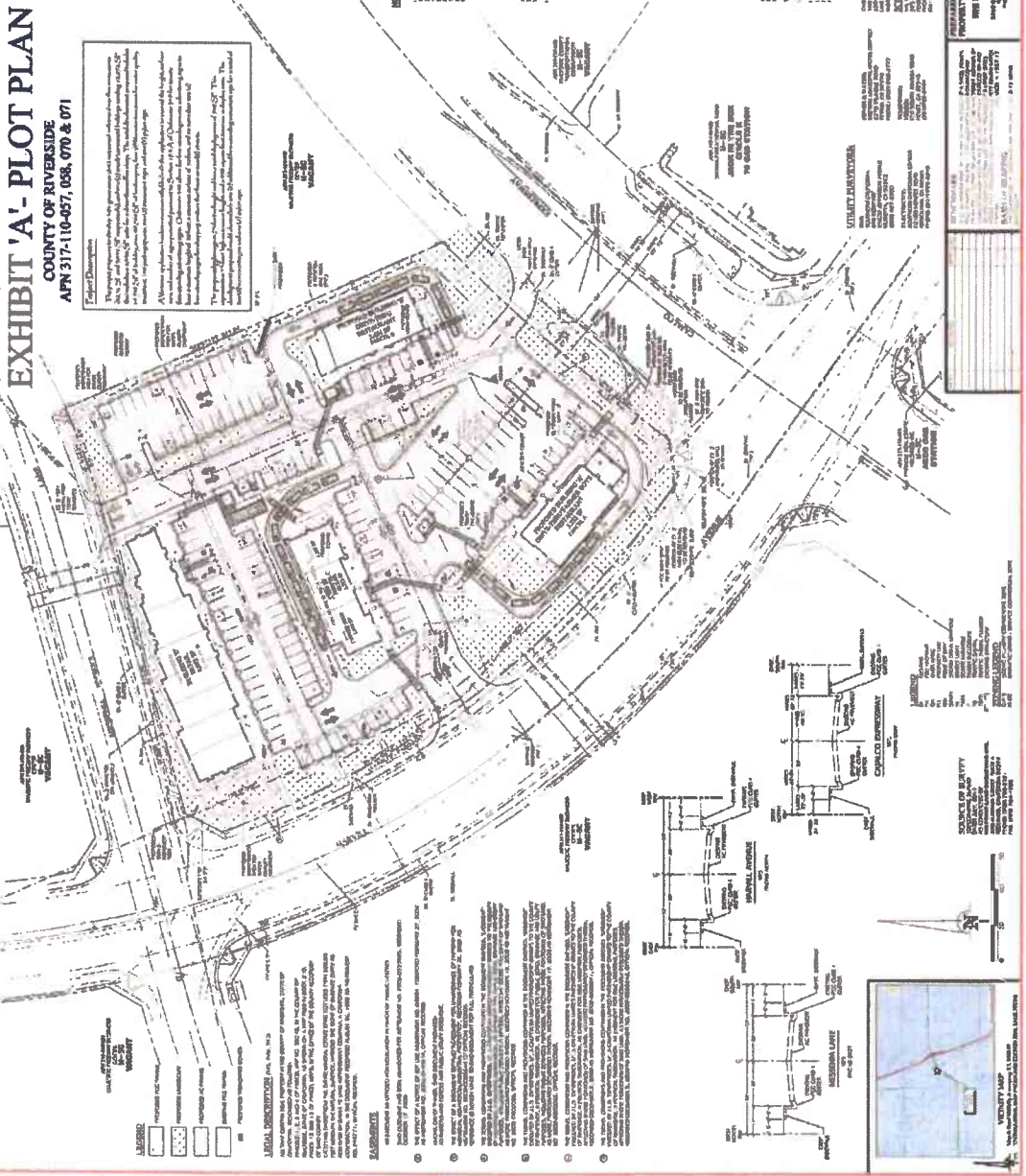
APN 517-10-457, 058, 070 & 071

Project Description:
 The proposed development consists of a new 100-unit residential building, a 10,000 sq. ft. community center, and a 500-car parking structure. The project is located on a 10-acre site in the City of Riverside, California. The site is currently zoned for residential use. The project will be developed in accordance with the City of Riverside's zoning regulations and the California Building Code. The project is expected to be completed in 2025.



EXISTING UTILITIES CROSSING THE SITE

- 1. 12" WATER MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 2. 12" GAS MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 3. 12" SANITARY SEWER MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 4. 12" ELECTRIC MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 5. 12" TELEPHONE MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 6. 12" CABLE MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 7. 12" FIBER OPTIC MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 8. 12" RAINWATER MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 9. 12" FIRE MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 10. 12" NATURAL GAS MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 11. 12" DISTRICT HEATING MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 12. 12" DISTRICT COOLING MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 13. 12" DISTRICT STEAM MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 14. 12" DISTRICT CHILLED WATER MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 15. 12" DISTRICT HEATED WATER MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 16. 12" DISTRICT CONDENSATE MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 17. 12" DISTRICT EXHAUST MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 18. 12" DISTRICT EXHAUST MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 19. 12" DISTRICT EXHAUST MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.
- 20. 12" DISTRICT EXHAUST MAIN (10' DEPTH) - 10' NORTH OF THE PROPOSED BUILDING FOOTPRINT.



STREETS AND DRIVEWAYS
 ALL STREETS AND DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RIVERSIDE'S ZONING REGULATIONS AND THE CALIFORNIA PUBLIC WORKS ACT. THE PROPOSED DRIVEWAYS SHALL BE 12 FEET WIDE AND 12 FEET HIGH. THE PROPOSED STREETS SHALL BE 24 FEET WIDE AND 12 FEET HIGH. THE PROPOSED DRIVEWAYS SHALL BE 12 FEET WIDE AND 12 FEET HIGH. THE PROPOSED STREETS SHALL BE 24 FEET WIDE AND 12 FEET HIGH.

STREETS OF RIVERSIDE
 ALL STREETS OF RIVERSIDE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RIVERSIDE'S ZONING REGULATIONS AND THE CALIFORNIA PUBLIC WORKS ACT. THE PROPOSED STREETS SHALL BE 24 FEET WIDE AND 12 FEET HIGH. THE PROPOSED DRIVEWAYS SHALL BE 12 FEET WIDE AND 12 FEET HIGH. THE PROPOSED STREETS SHALL BE 24 FEET WIDE AND 12 FEET HIGH.

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EXHIBIT 'A'- PLOT PLAN
 COUNTY OF RIVERSIDE
 APN 517-10-457, 058, 070 & 071

PREPARED FOR THE CLIENT:
 CITY OF RIVERSIDE, CALIFORNIA
 PLANNING DEPARTMENT
 900 N. G ST., RIVERSIDE, CA 92507
 (951) 940-2000

PREPARED BY:
 [Firm Name]
 [Address]
 [City, State, Zip]
 [Phone Number]

DATE: [Date]

SCALE: [Scale]

SHEET NO.: A-2

FOR REFERENCE ONLY

DATE: 10.08.20
 DRAWN: STAFF
 CHECKED: CB



ASSESSOR'S PARCEL NUMBER: 311-110-09
 PROJECT NUMBER: 2020-0001
 PROJECT NAME: COMMERCIAL CANNABIS
 PROJECT ADDRESS: 211 HARVILL AVE, PERRIS, CA 92570
 PROJECT CONTACT: R+M ARCHITECTS, INC.
 PROJECT CONTACT: 951.437.1111
 PROJECT CONTACT: 10000 HARVILL AVE, SUITE 417
 PROJECT CONTACT: PERRIS, CA 92570
 PROJECT CONTACT: R+MARCHITECTS.COM

CANNABIS 21+
COMMERCIAL CANNABIS
CONDITIONAL USE PERMIT
CAJALCO EXPY & HARVILL AVE
PERRIS, CA 92570

CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF PERRIS.
CUP SUBMITTAL
 ISSUE DATE: 10/08/20

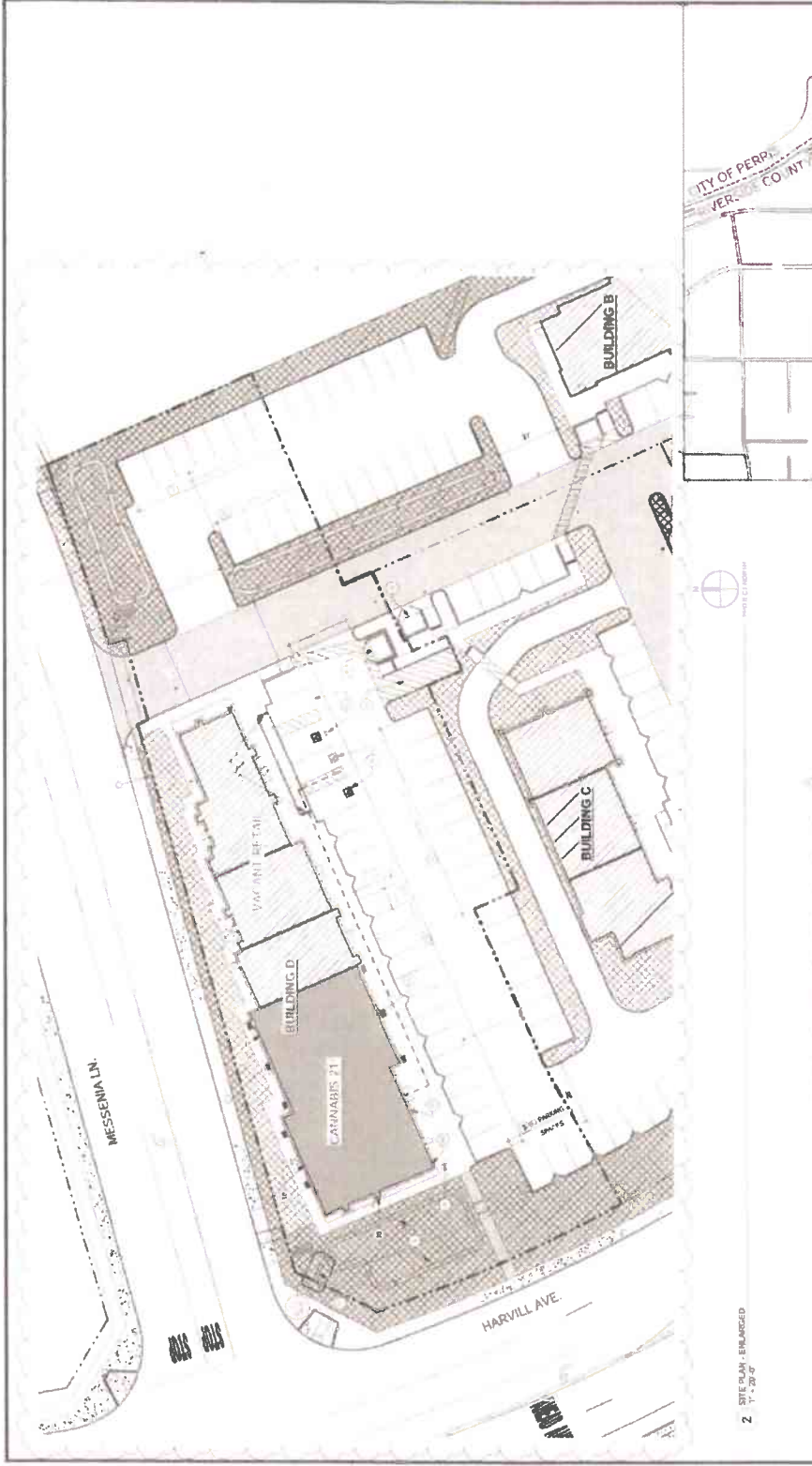


EXHIBIT A: ENLARGED SITE PLAN & SENSITIVE USE PLAN

SHEET TITLE:
**EXHIBIT A:
 ENLARGED SITE PLAN &
 SENSITIVE USE PLAN**

SHEET NO.:
A-3

CUP No. 200031 Exhibit A page 3 of 6

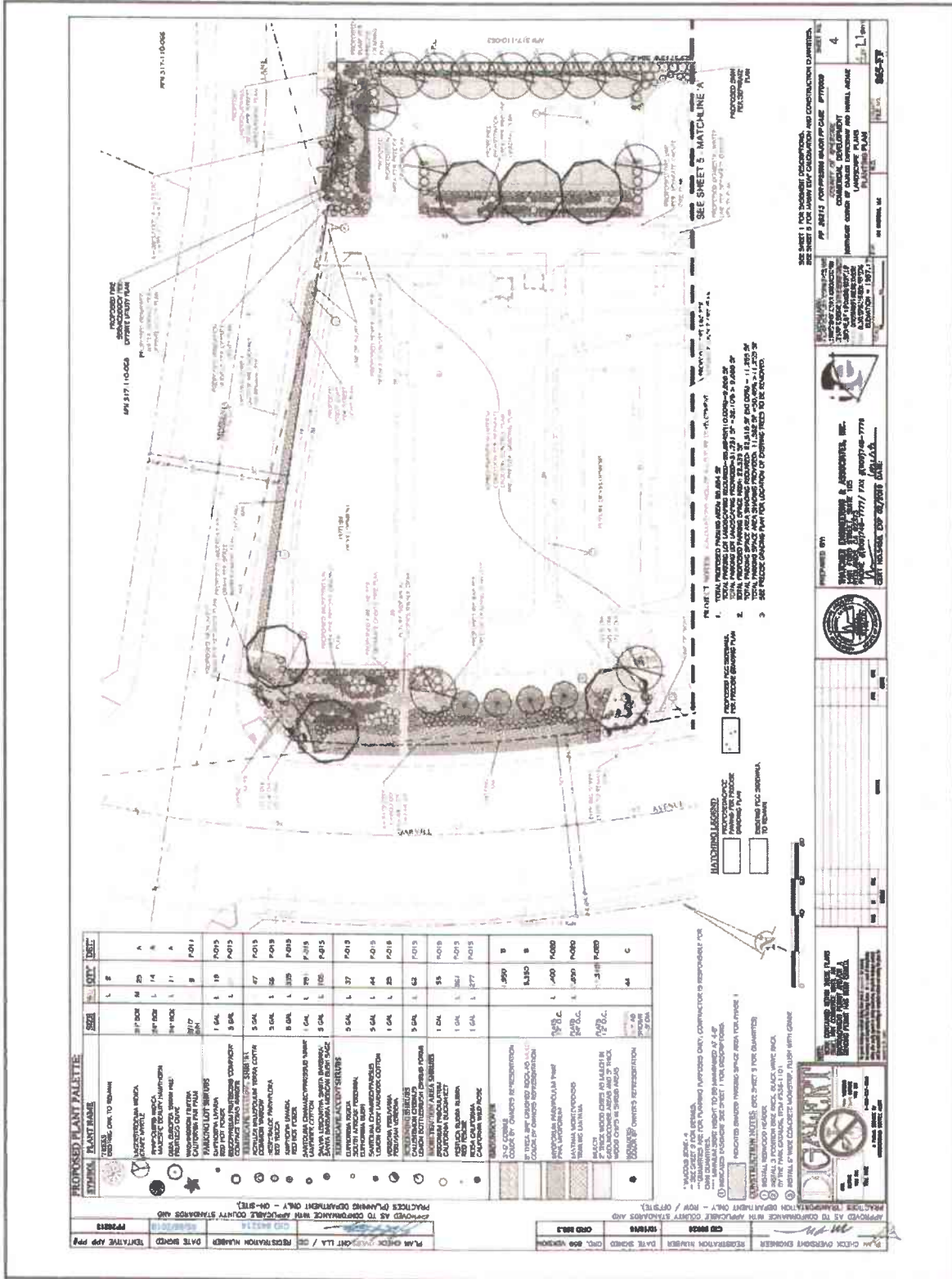


ENLARGED SITE PLAN KEYNOTES	PARKING REQUIREMENTS	SITE PLAN LEGEND
<p>1. 21+ ZONING</p> <p>NOTE: THE LANE CROSSING BETWEEN MESSIA LN & HARVILL AVE IS CONCRETE & HAS 8" THICK SLABS TO BE CONCRETE ON</p> <p>2. 1000 SQ FT MINIMUM PER SPACE</p> <p>3. 10' MINIMUM SIDEWALK WIDTH</p> <p>4. 10' MINIMUM SIDEWALK WIDTH</p> <p>5. 10' MINIMUM SIDEWALK WIDTH</p> <p>6. 10' MINIMUM SIDEWALK WIDTH</p> <p>7. 10' MINIMUM SIDEWALK WIDTH</p> <p>8. 10' MINIMUM SIDEWALK WIDTH</p> <p>9. 10' MINIMUM SIDEWALK WIDTH</p> <p>10. 10' MINIMUM SIDEWALK WIDTH</p>	<p>1. 1000 SQ FT MINIMUM PER SPACE</p> <p>2. 10' MINIMUM SIDEWALK WIDTH</p> <p>3. 10' MINIMUM SIDEWALK WIDTH</p> <p>4. 10' MINIMUM SIDEWALK WIDTH</p> <p>5. 10' MINIMUM SIDEWALK WIDTH</p> <p>6. 10' MINIMUM SIDEWALK WIDTH</p> <p>7. 10' MINIMUM SIDEWALK WIDTH</p> <p>8. 10' MINIMUM SIDEWALK WIDTH</p> <p>9. 10' MINIMUM SIDEWALK WIDTH</p> <p>10. 10' MINIMUM SIDEWALK WIDTH</p>	<p>1. 10' MINIMUM SIDEWALK WIDTH</p> <p>2. 10' MINIMUM SIDEWALK WIDTH</p> <p>3. 10' MINIMUM SIDEWALK WIDTH</p> <p>4. 10' MINIMUM SIDEWALK WIDTH</p> <p>5. 10' MINIMUM SIDEWALK WIDTH</p> <p>6. 10' MINIMUM SIDEWALK WIDTH</p> <p>7. 10' MINIMUM SIDEWALK WIDTH</p> <p>8. 10' MINIMUM SIDEWALK WIDTH</p> <p>9. 10' MINIMUM SIDEWALK WIDTH</p> <p>10. 10' MINIMUM SIDEWALK WIDTH</p>

2 SITE PLAN - ENLARGED
 1" = 20' 0"

1 SENSITIVE USE PLAN
 1" = 100' 0"

FOR REFERENCE ONLY



SYMBOL	PLANT NAME	SIZE	QTY	UNIT
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SHEET NO. 4
 EXHIBIT A
 LANDSCAPE SITE PLAN

A-4

CUP No. 200031 Exhibit A page 4 of 6

SEE SHEET 1 FOR SUBJECT DESCRIPTION
 SEE SHEET 9 FOR LANDSCAPE CALCULATION AND CONSTRUCTION DIMENSIONS
 SEE SHEET 12 FOR SUBJECT DESCRIPTION AND CONSTRUCTION DIMENSIONS

PREPARED BY
 LANDSCAPE ARCHITECTURE
 1000 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CA 92805
 PHONE: (714) 771-1111 FAX: (714) 771-1112
 WWW: WWW.LANDSCAPEARCHITECTURE.COM



DATE: 08/27/2018
 TIME: 10:00 AM

SCALE: 1/8" = 1'-0"

PROJECT NO. 18001



**COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY**

Juan C. Perez
Agency Director



12/24/20, 1:22 pm

CUP200031

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP200031. 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. 200031 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

Conditional Use Permit No. 200031 (CUP200031) is a proposal for a Commercial Cannabis facility that includes retail sales and distribution. The cannabis facility will occupy 4,646 SF of an 8,892 SF building that is approved through Plot Plan No. 25699 that is yet to be constructed. The retail area is 4,274 SF and the distribution area is 372 SF. The cannabis retail store hours of operation will be from 8:00 a.m. to 10:00 p.m., 7-days a week, and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The Distribution Facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m. Development Agreement No. 2000011 (DA2000011) sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP200031 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. DA2000011 has a term of 10 years, will grant the applicant vesting rights to develop the Project in accordance with the terms of agreement and CUP200031, and will provide community benefits to the Mead Valley Area.

Advisory Notification. 3 AND - Exhibits

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT:
CUP200031 Exhibit A (A1, A-2, A-3, A-4, A-5, A-6 Site Plan), dated 10/08/20.
CUP200031 Exhibit B (Elevations B), dated 10/08/20.
CUP200031 Exhibit C (Floor Plans C-1, C-3), dated 10/08/20.
CUP200031 Exhibit M (Colors and Materials B-3), dated 10/08/20.
CUP200031 Exhibit S (Sign Plan B-2), dated 10/08/20.
CUP200031 Exhibit Z (Safety and Security Plan C-2), dated 10/08/20.

Advisory Notification. 4 AND - Federal, State & Local Regulation Compliance

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

Advisory Notification. 4 AND - Federal, State & Local Regulation Compliance (cont.)

1. Compliance with applicable Federal Regulations, including, but not limited to:
 - National Pollutant Discharge Elimination System (NPDES)
 - Clean Water Act
 - 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
 - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)}{for all projects with EIR, ND or MND determinations}

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. 457 (Building Requirements)
 - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
 - {Geographically based}
 - Ord. No. 461 (Road Improvement Standards) {for TTMs and TPMs}
 - Ord. No. 655 (Regulating Light Pollution)
 - Ord. No. 671 (Consolidated Fees)
 - 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. 925 (Prohibiting Marijuana Cultivating)
 - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

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

E Health

E Health. 1 DEH ECP COMMENTS

If previously unidentified 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

ADVISORY NOTIFICATION DOCUMENT

General

General. 4

General – Hold Harmless (cont.)

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:

(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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 1

15 - PLANNING - Landscape Requirement (cont.)

controller(s) as defined by County Ordinance No. 859;

3) Ensure that irrigation plans which may use reclaimed water conform with the requirements of the local water purveyor; and,

4) Be responsible for maintenance, viability and upkeep of all slopes, landscaped areas, and irrigation systems until the successful completion of the twelve (12) month inspection or those operations become the responsibility of the individual property owner(s), a property owner's association, or any other successor-in-interest, whichever occurs later.

To ensure ongoing maintenance, the developer/ permit holder or any successor-in-interest shall:

1) Connect to a reclaimed water supply for landscape irrigation purposes when reclaimed water is made available.

2) Ensure that landscaping, irrigation and maintenance systems comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859.

3) Ensure that all landscaping is healthy, free of weeds, disease and pests.

Planning. 2

15 - PLANNING - 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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 3 ALUC CONDITIONS (cont.)

component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC. ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

6. The project has been evaluated for 4,646 square feet of commercial retail area. Any increase in building area, change or intensification of floor area usage will require review by the Airport Land Use Commission, at the discretion of the ALUC Director.

7. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

Supporting documentation was provided to the Airport Land Use Commission and is available online at www.rcaluc.org, click Agendas 11-12-20 Agenda, Bookmark Agenda Item No. 3.1.

Planning. 4 Cannabis Distribution Facilities - Operations - 1

Cannabis and Cannabis Products shall only be transported between permitted and licensed Commercial Cannabis Activities.

Planning. 5 Cannabis Distribution Facilities - Operations - 2

- a. Prior to transporting Cannabis or Cannabis Products, a shipping manifest shall be completed as required by state law and regulations.
- b. A copy of the shipping manifest shall be maintained during transportation and shall be made available upon request to law enforcement or any agents of the State or County charged with enforcement.
- c. Cannabis Distribution Facilities shall maintain appropriate records of transactions and shipping manifests that demonstrate an organized method of storing and transporting Cannabis and Cannabis Products to maintain a clear chain of custody.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 22

General - N. Security - Part 1 (cont.)

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.

Planning. 23

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.
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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 23

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

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.

Planning. 24

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.

Planning. 25

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 this ordinance.

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.

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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 25

General - P. Signage (cont.)

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.

Planning. 26

General - Q. Records

CANNABIS RETAILER (ORD. 348.4913 section 19.505Q)

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.

Planning. 27

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.

Planning. 28

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 3 Cannabis Retail Operations - 11 (cont.)

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. 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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 11 **Cannabis Retail Operations - 6 (cont.)**

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 **RCTD - GENERAL**

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. The project shall reconstruct the ADA ramps to comply with the most current ADA requirements. Curb ramps shall be provided at all intersections. Curb ramps and accessible paths shall be individually designed, and included in the improvement plans as directed by the Director of Transportation, in accordance with Ordinance 461 and Riverside County Improvement Plan Check Policies and Guidelines.

3. Conditional Use Permit No. 200031 is a proposed Commercial Cannabis Facility that includes retail sales and delivery services. The proposed facility will be located in Building D, of an approved retail center (Plot Plan No. 25699). All Transportation conditions of approval of PP25699 shall apply to CUP200031.

4. The Project shall obtain approval of street improvement plans from the Transportation Department. Street Improvement Plans shall comply with Ordinance 460, 461, Riverside County Improvement Plan Check Policies and Guidelines, which can be found online <http://rctlma.org/trans>.

5. 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

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 RCTD - GENERAL (cont.)

Check Section at (951) 955 6527.

Waste Resources

Waste Resources. 1 Waste - Advisory Notices

1. 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.
2. 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

3. 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, at 1.888.722.4234.

- Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.
- 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.

Plan: CUP200031

Parcel: 317110070

80. Prior To Building Permit Issuance

Flood

080 - Flood. 2 Mitcharge - Use (cont.) Not Satisfied
has been satisfied. However, the Perris Valley Channel portion still applies to all properties within CFD 88-8. The fee due will be based on the fee in effect for Perris Valley Channel at the time of payment. The site was previously graded, the ADP fee obligation for Perris Valley channel may have been paid previously. Provide the District with proof of payment if already paid.

Planning

080 - Planning. 1 USE - CONFORM TO FLOOR PLANS Not Satisfied
Floor and security plans shall be in substantial conformance with that shown on APPROVED EXHIBITS

080 - Planning. 2 USE- CONFORM TO ELEVATIONS Not Satisfied
Elevation of building and signage for building plan check approval shall be in substantial conformance with elevations shown on APPROVED EXHIBITS

080 - Planning. 3 USE- CONFORM TO SITE PLAN/PARKING Not Satisfied
The parking shall be in substantial conformance with that shown on APPROVED EXHIBITS; including two parking spaces for electric vehicles with an electrical charging station, and accommodation for 4 bicycle parking.

Survey

080 - Survey. 1 RCTD - SURVEY MONUMENT Not Satisfied
Prior to construction, 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 & 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.

Transportation

080 - Transportation. 1 80 - TRANSPORTATION - Landscape Inspection Deposit Re Not Satisfied
Landscape Inspection Deposit Required
This condition applies to both onsite and offsite (ROW) landscaping:
The developer/ permit holder shall:
Prior to building permit issuance, the developer/permit holder shall verify all plan check fees have been paid and deposit sufficient funds to cover the costs of the required landscape inspections associated with the approved landscape plans. The deposit required for landscape inspections shall be determined by the Transportation Department, Landscape Section. The Transportation Department, Landscape Section shall clear this condition upon determination of compliance.

080 - Transportation. 2 80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ Not Satisfied
Landscape Plot Plan/Permit Required
This condition applies to both onsite and offsite (ROW) landscaping:
The developer/ permit holder shall:

Plan: CUP200031

Parcel: 317110070

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 2 80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ Not Satisfied
Comply with 1st District Landscape requirements for Cannabis: The Applicant shall meet or exceed
Landscape required and installed by PP25699 (Farmer Boys)

Prior to issuance of building permits, the developer/permit holder shall apply for a Plot Plan (Administrative/PPA) Landscape Permit (LSP) or Landscape Plot Plan (LPP) from TLMA Land Use along with applicable deposit (plan check and inspection are DBF fees).

Provide construction level landscape plans in PDF (all sheets compiled in 1 PDF file), along with an electronic transmittal memo in PDF (include Owner contact, Developer, if not the same as the owner, Project manager, person or persons most likely to inquire about the status of the plans, Landscape Architect, Principal or LA signing the plans, Landscape Architect, Project Manager, person responsible for making the corrections, if different from above), and a current set of grading plans in PDF, and submit all three PDF files on a CD (compact Disc) with application. The landscape plans shall be prepared in a professional manner by a California Licensed/Registered Landscape Architect and signed/stamped by such.

Drawings shall be completed on County standard Transportation Department title block, plan sheet format (24" x 36"), 1:20 scale, north arrow, limit of work lines, hardscape features, graphic scale, and street names, etc. The landscaping plans shall be in conformance with the APPROVED EXHIBITS; in compliance with Ordinance No. 348, Section 18.12; Ordinance No. 859; and, be prepared consistent with the County of Riverside Guide to California Friendly Landscaping. At minimum, plans shall include the following components:

- 1) Landscape and irrigation working drawings "stamped" by a California certified/registered landscape architect;
- 2) Weather-based controllers and necessary components to eliminate water waste;
- 3) A copy of the "stamped" approved grading plans; and,
- 4) Emphasis on native and drought tolerant species.

When applicable, plans shall include the following components:

- 1) Identification of all common/open space areas;
- 2) Natural open space areas and those regulated/conserved by the prevailing MSHCP and or ALUC;
- 3) Shading plans for projects that include parking lots/areas;
- 4) The use of canopy trees (24" box or greater) within the parking areas;
- 5) Landscaping plans for slopes exceeding 3 feet in height;
- 6) Landscaping and irrigation plans associated with entry monuments. All monument locations shall be located outside of the ROW and dimensions shall be provided on the plan; and/or,
- 7) If this is a phased development, then a copy of the approved phasing plan shall be submitted for reference.

Please reference Landscape Plan Checklists available online at RCTLMA.org.

NOTE: When the Landscaping Plot Plan is located within a special district such as LMD/CSA/CFD or Valleywide, the developer/permit holder shall submit plans for review to the appropriate special district for simultaneous review. The permit holder shall show evidence to the Transportation Department, Landscape Section that the subject district has approved said plans. Water Districts such as CVWD,

Plan: CUP200031

Parcel: 317110070

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 2 80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ Not Satisfied
TVWD, and EMWD may be required to approve plans prior to County approval.

Upon verification of compliance with this condition and the APPROVED EXHIBITS, the Transportation Department, Landscape Section shall clear this condition.

080 - Transportation. 3 80 - TRANSPORTATION - Landscape Project Specific Requi Not Satisfied

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:

In addition to the requirements of the Landscape and Irrigation Plan submittal, the following project specific conditions shall be imposed:

Comply with 1st District Landscape requirements for Cannabis: The Applicant shall meet or exceed Landscape required and installed by PP25699 (Farmer Boys)

Project shall comply with the latest version of Ord. 859 ETo of .45, for commercial applications.

Project shall comply with the latest State Model Water Efficient Landscape Ordinance. Project shall comply with the local servicing water purveyor/district/company landscape requirements including those related to recycled water.

Project proponent shall design overhead irrigation with a minimum 24" offset from non-permeable surfaces, even if that surface drains into a permeable area.

Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees. All trees and shrubs shall be drawn to reflect the average specimen size at 15 years of age. All trees shall be double or triple staked and secured with non-wire ties.

Project shall prepare water use calculations as outlined in Ord 859.3.

Trees shall be hydrozoned separately.

Irrigation shall be designed using hydrozones by plant water type, irrigation type, and flat/sloped areas.

The developer/ permit holder/landowner shall use the County of Riverside's California Friendly Plant List when making plant selections. Use of plant material with a "low" or "very low" water use designation is strongly encouraged.

All plant materials within landscaped areas shall be maintained in a viable growth condition throughout the useful plant life, and replaced with an equal or lesser water use plant.

Project shall use County standard details for which the application is available in County Standard Detail Format.

Monuments, boulders, and fan palms shall be located outside the County Maintained Road Right-of-Way (ROW).

Restricted plant species noted in MSHCP documents shall not be used if MSHCP areas are adjacent to the project.

Plant species shall meet ALUC requirements, if applicable.

Hydroseeding is not permitted in stormwater BMP slope areas, container stock will be required on slopes. Trees must be located to avoid drainage swales and drain, utility, leach, etc. lines and structures

Landscape and irrigation plans must meet erosion control requirements of Ordinance 457.

Project shall use 50% point source irrigation type regardless of meeting the water budget with alternative irrigation methods, except as needed within stormwater BMP areas as noted in an approved WQMP document. Point source is defined as one emitter (or two) located at each plant. In-line emitter tubing is not defined as point source for the purpose of this requirement.

The project proponent or current property owner shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.

Project shall install purple/reclaimed/recycled components as deemed necessary and as determined by the County and/or water district.

Plan: CUP200031

Parcel: 317110070

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 3 80 - TRANSPORTATION - Landscape Project Specific Requi Not Satisfied
Project proponent shall provide 12" wide concrete maintenance walkway on planter islands adjacent to parking spaces. Concrete maintenance walkway shall be shown on landscape and grading plans, typical.
Project shall install 5- gallon or greater plant material to match existing material ;located onsite.

080 - Transportation. 4 RCTD - COMPLY WITH COA OF PP25699 Not Satisfied
Conditional Use Permit No. 200031 is a proposed Commercial Cannabis Facility that includes retail sales and delivery services. The proposed facility will be located in Building D, of an approved retail center (Plot Plan No. 25699). All Transportation conditions of approval of PP25699 shall apply to CUP200031.

080 - Transportation. 5 RCTD-USE-WQ - ESTABLISH WQMP MAINT ENTITY Not Satisfied
A maintenance plan and signed WQMP/BMP maintenance agreement shall be submitted to the Transportation Department shall be approved and recorded against the property. A maintenance organization will be established with a funding source for the permanent maintenance.

CUP200031 is covered by the PP25699 WQMP

080 - Transportation. 6 RCTD-USE-WQ - IMPLEMENT WQMP Not Satisfied
The Project shall construct BMP facilities described in the approved Final County WQMP prior to the issuance of a building permit to the satisfaction of County Grading Inspection Section. The Project is responsible for performing all activities described in the County WQMP and that copies of the approved Final County WQMP are provided to future owners/occupants.

CUP200031 is covered by the PP25699 WQMP

Waste Resources

080 - Waste Resources. 1 Gen - Waste Recycling Plan Not Satisfied
Prior to issuance of a building permit, a Waste Recycling Plan (WRP) shall be submitted to the Riverside County Department of Waste Resources for approval. At a minimum, the WRP must identify the materials (i.e., concrete, asphalt, wood, etc.) that will be generated by construction and development, the projected amounts, the measures/methods that will be taken to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate. During project construction, the project site shall have, at a minimum, two (2) bins: one for waste disposal and the other for the recycling of Construction and Demolition (C&D) materials. Additional bins are encouraged to be used for further source separation of C&D recyclable materials. Accurate record keeping (receipts) for recycling of C&D recyclable materials and solid waste disposal must be kept. Arrangements can be made through the franchise hauler.

90. Prior to Building Final Inspection

BS-Grade

090 - BS-Grade. 1 CURBS ALONG PLANTERS Not Satisfied
A six inch high curb with a twelve (12) inch wide walkway shall be constructed along planters on end

Plan: CUP200031

Parcel: 317110070

90. Prior to Building Final Inspection

BS-Grade

090 - BS-Grade. 1 CURBS ALONG PLANTERS (cont.) Not Satisfied
stalls adjacent to automobile parking areas. Public parking areas shall be designed with permanent curb, bumper, or wheel stop or similar device so that a parked vehicle does not overhang required sidewalks, planters, or landscaped areas.

090 - BS-Grade. 2 PRECISE GRADE APPROVAL Not Satisfied

Prior to final building inspection, the applicant shall obtain precise grade approval and/or clearance from the Building and Safety Department. The Building and Safety Department must approve the precise grading of your project before a building final can be obtained. Precise Grade approval can be accomplished by complying with the following:

1. Requesting and obtaining approval of all required grading inspections.
2. Submitting a "Wet Signed" copy of the Grading Report from the Soils Engineer (registered geologist or certified geologist, civil engineer or geotechnical engineer as appropriate) for the sub-grade and base of all paved areas.
3. Submitting a "Wet Signed" copy of the Sub-grade (rough) Certification from a Registered Civil Engineer certifying that the sub-grade was completed in conformance with the approved grading plan.
4. Submitting a "Wet Signed" copy of the Precise (Final) Grade Certification for the entire site from a Registered Civil Engineer certifying that the precise grading was completed in conformance with the approved grading plan.

Prior to release for building final, the applicant shall have met all precise grade requirements to obtain Building and Safety Department clearance.

Fire

090 - Fire. 1 Prior to final Not Satisfied

Prior to Final

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 Gen - Use Final Inspection Not Satisfied

Prior to final inspection, the developer/permit holder shall contact the Planning Department to conduct a final inspection. The Planning Department shall do the following:

- Bicycle parking and electrical vehicle parking spaces and charging station(s) are provided as shown on CUP200031 Exhibit A
- Building is constructed pursuant to CUP200031 Exhibit B, C, and M
- All requirements of the Safety and Security Plan are in place pursuant to CUP 200031 Exhibit Z
- All Signs are provided for pursuant to approved CUP200031 Exhibit S

090 - Planning. 2 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

Plan: CUP200031

Parcel: 317110070

90. Prior to Building Final Inspection

Planning

090 - Planning. 2 OBTAIN STATE LICENSE (cont.) Not Satisfied
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. 3 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.

090 - Planning. 4 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. 5 USE -ACCESSIBLE PARKING 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. 6 USE- ROOF EQUIPMENT SHIELDING Not Satisfied
Roof-mounted equipment shall be shielded from ground view. Screening material shall be subject to
Planning Department approval.

Transportation

090 - Transportation. 1 90 - TRANSPORTATION - Landscape Inspection and Drought Not Satisfied
Landscape Inspection and Drought Compliance

This condition applies to both onsite and offsite (ROW) landscaping:

The developer/ permit holder shall:
Comply with 1st District Landscape requirements for Cannabis: The Applicant shall meet or exceed

12/24/20
13:25

Riverside County PLUS
CONDITIONS OF APPROVAL

Page 11

Plan: CUP200031

Parcel: 317110070

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1 Form D – Mandatory Commercial Recycling and Organics Re Not Satisfied
email to: Waste-CompostingRecycling@rivco.org

090 - Waste Resources. 2 Gen - Waste Reporting Form and Receipts Not Satisfied

Prior to final building inspection, evidence (i.e., waste reporting form along with receipts or other types of verification) to demonstrate project compliance with the approved Waste Recycling Plan (WRP) shall be presented by the project proponent to the Planning Division of the Riverside County Department of Waste Resources. Receipts must clearly identify the amount of waste disposed and Construction and Demolition (C&D) materials recycled.



AIRPORT LAND USE COMMISSION RIVERSIDE COUNTY

November 16, 2020

Ms. Phayvanh Nanthavongdouangsy, Principal Planner
County of Riverside Planning Division
4080 Lemon Street, 12th Floor
Riverside CA 92501

CHAIR
Russell Betts
Desert Hot Springs

VICE CHAIR
Steven Stewart
Palm Springs

COMMISSIONERS

Arthur Butler
Riverside

John Lyon
Riverside

Steve Blanco
Lake Elsinore

Richard Stewart
Moreno Valley

Gary Youmans
Temećula

STAFF

Director
Simon A. Hoesman

Paul Rull
Barbara Santos

County Administrative Center
4080 Lemon St., 14th Floor
Riverside, CA 92501
(951) 955-5132

www.socal.org

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW

File No.: ZAP1434MA20
Related File Nos.: CUP200031 (Conditional Use Permit) (previously CUP200026)
Compatibility Zone: Zone C2
APN: 317-110-070

Dear Ms. Nanthavongdouangsy:

On November 12, 2020, the Riverside County Airport Land Use Commission (ALUC) found County of Riverside Case No. CUP200031 (Conditional Use Permit), a proposal to establish a 4,646 square foot cannabis distribution and retail facility as part of an approved but not yet constructed 8,892 square foot commercial building on a 1.27 acre parcel, located northerly of Cajalco Expressway, easterly of Harvill Avenue, southerly of Messenia Lane, and westerly of Interstate 215, CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions.

CONDITIONS:

1. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - (b) Any use or activity which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use or activity which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)

- (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Highly noise sensitive outdoor nonresidential uses, and hazards to flight.
3. The attached notice shall be given to all prospective purchasers and/or tenants of the property, and shall be recorded as a deed notice.
 4. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
 5. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

6. The project has been evaluated for 4,646 square feet of commercial retail area. Any increase in building area, change or intensification of floor area usage will require review by the Airport Land Use Commission, at the discretion of the ALUC Director.
7. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

Supporting documentation was provided to the Airport Land Use Commission and is available online at www.rcaluc.org, click Agendas 11-12-20 Agenda, Bookmark Agenda Item No. 3.1.

If you have any questions, please contact Paul Rull, ALUC Principal Planner, at (951) 955-6893.

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



Simon A. Housman, ALUC Director

Attachments: Notice of Airport in Vicinity

cc: Sean St. Peter (applicant/representative)
HHI Riverside, LLC (property owner)
Gary Gosliga, March Inland Port Airport Authority
Doug Waters, Chief Engineering Flight, March Air Reserve Base
ALUC Case File

Y:\AIRPORT CASE FILES\March\ZAP1434MA20\ZAP1434MA20.LTR.doc

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration; or odors). Individual sensitivities to those annoyances [can vary from person to person. You may wish to consider what airport annoyances], if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Professions Code Section 11010 (b)

(13)(A)

NOTICE

THERE IS AN AIRPORT NEARBY.

**THIS STORM WATER BASIN IS DESIGNED TO HOLD
STORM WATER FOR ONLY 48 HOURS AND
NOT TO ATTRACT BIRDS**

**PROPER MAINTENANCE IS NECESSARY TO AVOID
BIRD STRIKES**



IF THIS BASIN IS OVERGROWN, PLEASE CONTACT:

Name: _____

Phone: _____



Charissa Leach, P.E.
Assistant TLMA Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

General Application Form

Submit this completed General Application Form, along with a signed Applicant-Property Owner Signature Form, and an applicable Supplemental Information Form. The Forms are located on the Planning Dept. website's Development Application page (<https://planning.rctlma.org/Development-Process/Applications>) or by clicking on the applicable link above or below. Filing Instructions documents are also available on that webpage.

Select the applicable Application Type(s):

Legislative Actions	
<input type="checkbox"/> Change of Zone	<input checked="" type="checkbox"/> Development Agreement
<input type="checkbox"/> General Plan Amendment – Land Use	<input type="checkbox"/> Specific Plan
<input type="checkbox"/> General Plan Amendment – Circulation Section	<input type="checkbox"/> Specific Plan Amendment
Subdivisions	
<input type="checkbox"/> Tentative Tract Map	<input type="checkbox"/> Minor Change
<input type="checkbox"/> Tentative Parcel Map	<input type="checkbox"/> Revised Map
<input type="checkbox"/> Vesting Map	<input type="checkbox"/> Land Division Phasing Map
<input type="checkbox"/> Amendment to Final Map	<input type="checkbox"/> Extension of Time (Ord. No. 460)
<input type="checkbox"/> Reversion to Acreage	
Use Permits	
<input checked="" type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Commercial Hog Ranch Permit/Amended Permit
<input type="checkbox"/> Plot Plan	<input type="checkbox"/> Revised Use Permit or Plot Plan
<input type="checkbox"/> Plot Plan – Administrative (Minor Plot Plan)	<input type="checkbox"/> Surface Mining Permit
<input type="checkbox"/> Public Use Permit	<input type="checkbox"/> Reclamation Plan/Interim Management Plan
<input type="checkbox"/> Wind Energy Conversion System Permit	<input type="checkbox"/> Revised Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Extension of Time (Ord. No. 348)
<input type="checkbox"/> Variance	<input type="checkbox"/> Solar Power Plant
Ministerial Actions	
<input type="checkbox"/> Crowing Fowl Permit	<input type="checkbox"/> Determination of Non-Conforming Use Status
<input type="checkbox"/> FFA or 4-H Project	<input type="checkbox"/> Extension of Non-Conforming Use Status
<input type="checkbox"/> Exception to Notice Ordinance (No. 847)	<input type="checkbox"/> Outdoor Advertising Display Permit (Billboard)
<input type="checkbox"/> Food Truck	<input type="checkbox"/> Public Convenience and Necessity Determination
<input type="checkbox"/> Grading Permit Initial Study	<input type="checkbox"/> Setback Adjustment
<input type="checkbox"/> Historic District Alteration Permit	<input type="checkbox"/> Substantial Conformance to Minor Plot Plan
<input type="checkbox"/> Large Family Day Care Permit	<input type="checkbox"/> Substantial Conformance to Plot Plan or Use Permit
<input type="checkbox"/> Living Native Tree Removal Permit	<input type="checkbox"/> Substantial Conformance to Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Minor Temporary Event Permit	<input type="checkbox"/> Substantial Conformance with a Specific Plan
Miscellaneous Actions	
<input type="checkbox"/> Agricultural Preserve Disestablishment-Diminishment	<input type="checkbox"/> Request for Deposit for Planning Research
<input type="checkbox"/> Agricultural Preserve Establishment-Enlargement	<input type="checkbox"/> Geology Report Review
<input type="checkbox"/> Entry into Land Contract within Agricultural Preserve	<input type="checkbox"/> Request for Pre-Application Review
<input type="checkbox"/> Agricultural Preserve Notice of Non-Renewal	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS)
<input type="checkbox"/> Request for Zoning Affidavit or Rebuild Letter	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS Lite)
<input type="checkbox"/> MSHCP Expedited Review Process (ERP)	

GENERAL APPLICATION FORM

Note: The Applicant represents that he/she has the express authority to submit this application on behalf of the Property Owner(s) and understands that the "Applicant" is not assignable without written consent by the County of Riverside, who will not consent to reassignment unless any outstanding costs have been paid by Applicant, and that all deposit statements, requests for deposits or refunds shall be directed to the Applicant.

Applicant Contact (BILLING CONTACT):			
Contact Person:	Sean <small>First Name</small>	Anthony <small>Middle Name</small>	St.Peter <small>Last Name</small>
E-mail Address:	sean_stpeter@yahoo.com		
Mailing Address:	4231 <small>Street Number</small>	Baloba Ave <small>Street Name</small>	162 <small>Unit or Suite</small>
	San Diego <small>City</small>	CA <small>State</small>	92117 <small>Zip Code</small>
Daytime Phone No.:	619-618-8139	Mobile Phone No.:	619-618-8139

Engineer/Representative Contact, if any:			
Contact Person:	Caryn <small>First Name</small>	Bailey <small>Middle Name</small>	Bailey <small>Last Name</small>
E-mail Address:	cbailey@radarchitects.com		
Mailing Address:	1286 <small>Street Number</small>	University Ave <small>Street Name</small>	137 <small>Unit or Suite</small>
	San Diego <small>City</small>	CA <small>State</small>	92103 <small>Zip Code</small>
Daytime Phone No.:	619-795-6522	Mobile Phone No.:	619-991-8194

Property Owner Contact:			
Contact Person:	Joe <small>First Name</small>	Mineo <small>Middle Name</small>	Mineo <small>Last Name</small>
E-mail Address:	jmineo@farmerboys.com		
Mailing Address:	 <small>Street Number</small>	 <small>Street Name</small>	 <small>Unit or Suite</small>
	 <small>City</small>	 <small>State</small>	 <small>Zip Code</small>
Daytime Phone No.:	909-816-9081	Mobile Phone No.:	909-816-9081

Check this box if there are additional persons or entities who have an ownership interest in the subject property or properties that comprise this Application and complete one or more [Additional Property Owner Sheets](#).

GENERAL APPLICATION FORM

PROPERTY INFORMATION:

Assessor's Parcel Number(s):

317-110-070

Approximate Gross Acreage: **1.0 AC**

I/We, the applicant, certify that the following responses are true and correct. Yes No

Generally, Ministerial Actions and Miscellaneous Actions, will not require the completion of the following Sections: "Hazardous Site Review Statement," "Hazardous Materials Disclosure Statement," "Airport Influence Area/ Federal Aviation Regulation Part 77," "Military Land Use Compatibility," or "Water Quality Management Plan Information." as part of this Application Form.

HAZARDOUS SITE REVIEW STATEMENT

Government Code Section 65962.5.(f) requires the applicant for any development project to consult specified state-prepared lists and submit a signed statement to the local agency indicating whether the project is located on an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated this development project with respect to the [Cal EPA's Cortese List Data Resources webpage](#) and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is NOT located on any of the lists compiled pursuant to Section 65962.(e) of the Government Code.
- The project IS located on one of the lists compiled pursuant to Section 65962.(e) of the Government Code. Please specify the list, the date of list, and the property's regulatory identification number:

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

GENERAL APPLICATION FORM

AIRPORT INFLUENCE AREA/ FEDERAL AVIATION REGULATION PART 77

Is the project located within an Airport Influence Area?

Yes No

If yes, review of projects, excluding Ministerial and Miscellaneous Actions, by the [Riverside County Airport Land Use Commission](#) will be required.

Please refer to Riverside County's Map My County website to determine if the Plan is located within an Airport Influence Area (using the Planning Layer – Airport Layers)
(https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)

Generally, applications, excluding Ministerial and Miscellaneous Actions, within 8 miles of March Air Reserve Base or within 4 miles of other airports may require a Federal Aviation Administration (FAA) [Obstruction Evaluation/Airport Airspace Analysis](#).

MILITARY LAND USE COMPATIBILITY

Using the [California Military Land Use Compatibility Analyst website](#), the owner or authorized agent has determined whether the project is 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

WATER QUALITY MANAGEMENT PLAN INFORMATION

Is the project located within any of the following Watersheds? Check the appropriate box if applicable.

- [Santa Ana/San Jacinto Valley Region](#)
- [Santa Margarita Region](#)
- [Santa Margarita Region-Other Development Project](#)
- [Whitewater Region](#)

Please refer to Riverside County's Map My County website to determine if the Plan is located within any of these watersheds (using the Geographic Layer – Watershed)
(https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)

If any of these checkboxes are checked, go to the Planning Department website's Development Application page's Miscellaneous Exhibits/Materials subsection (Project Specific Water Quality Management Plan (WQMP) Checklists) to complete the applicable Checklist Form, or click on the adjacent link to open the applicable Checklist Form. Complete the form and attach a copy of the completed form as part of the Development Application package.

If the completed Checklist Form concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a Plan shall be prepared and included along with the completed Checklist as part of the submittal of the Development Application package.

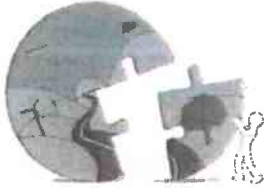
STEP 2: This completes the required information on this General Application form. Open the following link to access and complete the [Applicant-Property Owner Signature Form](#). Completion of an applicable Supplemental Information Form for a particular application may also be required. Please refer to the

GENERAL APPLICATION FORM

Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for the application type selected.

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	CUP200031/DA2000011
Set ID No., if applicable CC009311	Application Filing Date: 8/24/20
Print staff name and title: Phayvanh Nanthavongdouangsy, Principal Planner	

Y:\Planning Master Forms\Application Forms_General_Application_Form.docx
Revised: 03/18/2020



Charissa Leach, P.E.
Assistant TLMA Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

Applicant-Property Owner Signature Form

This Form is to be completed and signed (print name, signature and date signed) by the Applicant and the Property Owner(s) of the property(ies) underlying most Planning Department Applications. This signed Form is to be included as part of an Application package.

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

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Form is signed and submitted as part of a complete application to the County of Riverside. The 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. The 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.

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. 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.

This application shall only be signed by an authorized representative of the Applicant and the Property Owner. The person(s) signing this Form represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant.

To ensure quality service, the 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 Applicant or Property Owner information changes.

Sean St.Peter

Printed Name of Applicant

Sean St.Peter

Signature of Applicant

8/19/20

Date Signed

Applicant-Property Owner Signature Form

Note: Property owner(s)'s signatures are <u>NOT</u> required for the following applications or requests:	
Geological Report Review	Request for Appeal
Request for Application Withdrawal or Rights Transfer	Request for Deposit for Planning Research
Request for Pre-Application Review	Request for Rough Grading Permit Planning Clearance
Request for Planning Condition Clearance	Request for Zoning Affidavit or Rebuild Letter

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, County personnel, or its agents, may enter the subject property 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.

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Property Owner acknowledges that the Applicant is authorized to submit this application 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 within 15 days of the service by mail of notice to said property Owner by the County. This application shall only be submitted by an authorized representative of the Applicant and the Property Owner. The person(s) submitting this application represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Applicant Contact section above.

INDEMNIFICATION AGREEMENT

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 Tract Map, Tentative Parcel Map, Revised Map, Map Minor Change, Reversion to Acreage, Conditional Use Permit, Public Use Permit, Surface Mining Permit and/or Reclamation Plan, Wind Energy Conversion System Permit, Hazardous Waste Siting Permit, Minor Temporary Event Permit, Plot Plan, Substantial Conformance (to any Permit or Plot Plan), Revised Permit, (to any Permit or Plot Plan), Variance, Setback Adjustment; General Plan Amendment, Specific Plan, Specific Plan Amendment, Specific Plan Substantial Conformance, Zoning Amendment; 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.

Applicant-Property Owner Signature Form

HHI Riverside, LLC-Makis Havad *llas*  **August 17, 2020**
Printed Name of Property Owner *Signature of Property Owner* *Date Signed*

Printed Name of Property Owner _____
Signature of Property Owner _____
Date Signed

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 additional completed and signed Additional Property Owner Signature Form(s) for those persons or entities having an interest in the real property(ies) involved in this application and acknowledge the Authority Given, the Agreement for Payment, and Indemnification Agreement Sections above.

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.
- 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.

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 facility co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

PROPERTY INFORMATION:	
Assessor's Parcel Number(s):	
	317-110-70
Approximate Gross Acreage:	1.0 AC

Applicant-Property Owner Signature Form

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms\Applicant_Property_Owner_Signature_Form.docx
Revised: 04/08/2020

Checklist for Identifying Projects Requiring a Project-Specific Water Quality Management Plan (WQMP) within the Santa Ana River Region		
Project File No.	Conditional Use Permit No. 200031	
Project Name:	CANNABIS 21+	
Project Location:	CAJALCO EXPRESSWAY & HARVILL AVE, PERRIS CA 92570	
Project Description:	COMMERCIAL CANNABIS FACILITY WITH RETAIL AND DISTRIBUTION. NEW DEVELOPMENT NO SITE WORK REQUIRED.	
Proposed Project Consists of, or includes:	YES	NO
Significant Redevelopment: The addition or replacement of 5,000 square feet or more of impervious surface on an already developed site. Does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the constructed facility or emergency redevelopment activity required to protect public health and safety.		✓
New development that create 10,000 square feet or more of impervious surface (collectively over the entire project site), including commercial and industrial projects and residential housing subdivision requiring a Final Map (i.e. detached single family home subdivisions, multi-family attached subdivisions, condominiums, or apartments, etc.); mixed use and public projects (excluding Permittee road projects). This category includes development on public and private land, which fall under the planning and building authority of the Permittees.		✓
Automotive repair shops (Standard Industrial Classification (SIC) codes ¹ 5013, 5014, 5541, 7532, 7533, 7534, 7536, 7537, 7538, 7539).		✓
Restaurants (SIC code 5812) where the land area of development is 5,000 square feet or more.		✓
Hillside developments disturbing 5,000 square feet or more which are located on areas with known erosive soil conditions or where natural slope is 25 percent or more.		✓
Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into Environmentally Sensitive Areas (ESAs). "Directly" means situated within 200 feet of the ESA; "discharging directly" means outflow from a drainage conveyance system that is composed entirely of flows from the subject development or redevelopment site, and not commingled with flows from adjacent lands.		✓
Parking lots of 5,000 square feet or more exposed to stormwater, where "parking lot" is defined as a land area or facility for the temporary storage of motor vehicles.		✓
Retail Gasoline Outlets that are either 5,000 square feet or more of impervious surface with a projected average daily traffic of 100 or more vehicles per day.		✓
Public Projects, other than Transportation Projects, that are implemented by a Permittee and similar in nature to the priority projects described above and meets the thresholds described herein.		✓
Other Development Projects whose site conditions or activity pose the potential for significant adverse impacts to water quality.		✓

¹ Descriptions of SIC codes can be found at <http://www.osha.gov/pls/imis/sicsearch.html>.

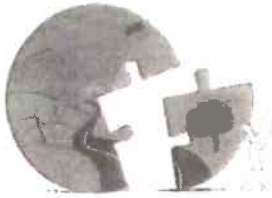
DETERMINATION: Check the box for applicable determination.

Any question answered "YES"

Project requires a project-specific WQMP. Electronic Submittals are encouraged on CD and required for the approved documents.

All questions are answered "NO"

Project requires incorporation of Site Design and source control Best Management Practices (BMPs).



**RIVERSIDE COUNTY
PLANNING DEPARTMENT**

*Charissa Leach, P.E.
Assistant TLMA Director*

**SUBDIVISION MAP OR USE PERMIT
SUPPLEMENTAL INFORMATION FORM**

CHECK ONE AS APPROPRIATE:

PROJECT DESCRIPTION:

Please provide a brief, but concise, description of the proposed project; (extra pages may be attached, if necessary). For modifications to existing approved projects, describe the existing approved project AND the proposed changes, and quantify the differences.

Proposed project is a Commercial Cannabis Retail Storefront. The facility is located at APN 317-110-070 and is appropriately Zoned C-P-S and meets all Setback requirements to sensitive uses. The existing building meets all building codes and only requires minimal Tenant Improvements and is able to be operational within months of CUP Approval.

Check this box if submitting a Commercial Cannabis Conditional Use Permit.
Please ensure to following the Filling Instructions for Commercial Cannabis Application.

SUBDIVISION PROPOSAL (if applicable):

Map Improvement Schedule:	Subdivision Density:	Dwelling Units per Acre:
Number of Existing Lots:	Vesting Map:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Number of Proposed Developable Lots:	Planned Unit Development (PUD):	Yes <input type="checkbox"/> No <input type="checkbox"/>
Minimum Developable Lot Size:	Sewered:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Number of Proposed Non-Developable Lots (excluding streets):		

LAND DIVISION PHASING MAP PROPOSAL (if applicable):

CHECK ONE AS APPROPRIATE:

Review by Advisory Agency (Minor Change) Review by County Staff (Land Division Unit Map)

SUBDIVISION MAP OR USE PERMIT SUPPLEMENTAL INFORMATION FORM

Total Number of Phases Proposed (including Final Phase): _____

Number of lots (total/residential) for each Phase:

1st: _____, 2nd: _____, 3rd: _____, 4th: _____
 5th: _____, 6th: _____, 7th: _____, Final: _____

(if the phasing plan consists of more than 8 phases, please check this box and attach a separate sheet identifying all phases and the number of lots in each phase, and include details in the Project Description Section above)

If the subdivision has been previously phased, indicate the method of phasing:

Tentative Map Minor Change Revised Map Land Division Phasing Map

ADDITIONAL PROJECT INFORMATION (if applicable):

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): 348.4898

Identify Existing Building and/or Structures, Proposed Building and/or Structures or Outdoor Uses/Areas.

EXISTING Buildings/Structures: Yes <input type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	**To be Removed	Bldg. Permit No.
1	8892	28'-6"	1	Commercial Cannabis Retail with Distribution	<input type="checkbox"/>	PP25699
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

** Check the box in the applicable row, if an existing building or structure is to be removed.

PROPOSED Buildings/Structures: Yes <input type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SUBDIVISION MAP OR USE PERMIT SUPPLEMENTAL INFORMATION FORM

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input type="checkbox"/>		
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.

STEP 2: This completes the required information on this Subdivision Map or Use Permit Supplemental Information Form. Please refer to the Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for this application, or use the links below:

Filing Instructions for Subdivision Map Application, or

Filing Instructions for Plot Plan, Use Permit, Revised Permit, or Variance Application, or

Filing Instructions for Commercial Cannabis Application

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms\Supplemental_Information_Form_Subdivision_Map_or_Use_Permit.docx
Created: 07/01/2015 Revised: 05/27/2020



Charissa Leach, P.E.
Assistant TLMA Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

DEVELOPMENT AGREEMENT SUPPLEMENTAL INFORMATION FORM

DEVELOPMENT AGREEMENT PROPOSAL:

CHECK ONE AS APPROPRIATE:

Residential

Solar

Commercial/Industrial

Cannabis

PROJECT DESCRIPTION:

Please provide a brief, but concise, description of the proposed Development Agreement.

THE PROPOSED PROJECT IS A COMMERCIAL CANNABIS FACILITY TO INCLUDE RETAIL SALES AND DISTRIBUTION. BOTH (ADULT & MEDICAL LICENSES) RETAIL STORE & DISTRIBUTION AREA CONDITIONAL USE PERMIT APPLICATION FOR COMMERCIAL CANNABIS FACILITY. NEW WORK WILL INCLUDE NEW WALLS OR OFFICES AND SECURE RECEPTION AND WAITING ROOMS, NEW MECHANICAL SYSTEMS, NEW RESTROOM LAYOUTS MEETING ADA CRITERIA WITH NEW FIXTURES AND PIPING AND ELECTRICAL MODIFICATIONS.

DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:

Applicant is the owner of the Commercial Cannabis Business

***NOTE:** ATTACH DOCUMENTATION VERIFYING THE APPLICANT'S INTEREST AND AUTHORIZATION TO APPLY ON BEHALF OF THE OWNER (See Section 104 of Exhibit "A" of Resolution No. 2012-047).

DEVELOPMENT AGREEMENT SUPPLEMENTAL INFORMATION FORM

DESCRIBE OWNER'S INTEREST IN THE PROPERTY:

Owner is leasing commercial space for Commercial Cannabis Business

STEP 2: This completes the required information on this Development Agreement Supplemental Information Form. Please refer to the Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for this application, or use the link below:

[Filing Instructions for a Development Agreement](#)

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	CC009311
Application Filing Date:	8/24/20
Print staff name and title:	Phayvanh Nanthavongdouangsy, Principal Planner

Y:\Planning Master Forms\Application Forms\Supplemental_Information_Form_DA.docx
Created: 07/01/2015 Revised: 03/04/2020

Sean St. Peter
4231 Balboa Ave #162
San Diego, CA 92117
August 15, 2020

Riverside Co. Planning Department
77588 El Duna Ct, Suite H
Palm Desert, CA 92211

Re: Commercial Cannabis Conditional Use Permit Application Confirmation Statement –
Allowable Zoning for Cannabis Use

Dear Riverside Co. Planning Department:

The proposed location APN 317-110-070 is zoned C-P-S.

The proposed location zone is allowed for cannabis use per Ordinance No. 348-4898 Section 19.518 Cannabis Retailer-Storefront.

Storefront Cannabis Retailers within a permanent structure are allowed in the following zones with an approved conditional use permit in accordance with Section 18.28 of this ordinance: C-1/C-PC-P-S, I-P, MS-C, M-M AND M-H.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean St. Peter", with a long horizontal flourish extending to the right.

Sean St. Peter, OWNER

Sean St. Peter
4231 Balboa Ave #162
San Diego, CA 92117
August 15, 2020

Riverside Co. Planning Department
77588 El Duna Ct, Suite H
Palm Desert, CA 92211

Re: Commercial Cannabis Conditional Use Permit Application Confirmation Statement -
Setback Requirements to Sensitive Uses

Dear Riverside Co. Planning Department:

The proposed location APN 317-110-070 meets setback requirements and sensitive uses to the best of my knowledge.

The proposed location APN 317-110-070 is;
Not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement.

The proposed location meets all requirements established in Ordinance No. 348.4898 Section 19.519 Cannabis Retailer Minimum Standards, General Location (A) 1,2,3, 4 and Setbacks (B) 1, 2.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean St. Peter', with a long horizontal flourish extending to the right.

Sean St. Peter, OWNER

Sean St. Peter
4231 Balboa Ave #162
San Diego, CA 92117
August 15, 2020

Riverside Co. Planning Department
77588 El Duna Ct, Suite H
Palm Desert, CA 92211

Re: Commercial Cannabis Conditional Use Permit Application Confirmation Statement –
Prior Enforcement Actions

Dear Riverside Co. Planning Department:

The Owners Tara St. Peter and Sean St. Peter have no prior enforcement actions or proceedings taken by law enforcement or code enforcement during past or current business undertakings.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean St. Peter", with a long horizontal flourish extending to the right.

Sean St. Peter, OWNER

RECORDING REQUESTED BY:
WFG TITLE COMPANY OF CALIFORNIA

7107703

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

HHI Riverside, LLC
3800 Orange Street #250
Riverside, CA 92501
Attn: Joe Mineo

DOC # 2014-0487275

12/22/2014 10:41 AM Fees: \$37.00

Page 1 of 5 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: CMORRIS

Space Above This Line for Recorder's Use Only

TRA 098-075

GRANT DEED

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

A.P.N.: 317-110-057 and 317-110-058 and 317-110-070 and 317-110-071

T.R.A. No.098-075

File No.: RRI-4663475 (DD)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

J.L.S. Enterprises, LP, a California limited partnership

hereby GRANTS to

HHI Riverside, LLC, a California limited liability company

the following described property in the unincorporated area of the County of **Riverside**, State of **California**:

Exhibit A attached hereto and made a part hereof

Grant Deed - continued

Date: 12/11/2014

A.P.N.: 317-110-057 and 317-110-058 and
317-110-070 and 317-110-071

File No.: RRI-4663475 (DD)

Dated: 12/11/2014

J.L.S. Enterprises, LP, a California limited
partnership
by C. A. L. Property Investors, LLC, its general partner

Lawrence Tepper

By: Lawrence Tepper, manager

STATE OF California)SS
COUNTY OF Los Angeles)

On 12/12/14, before me, Bahram Eftekhari - Notary Public, Notary
Public, personally appeared Lawrence Tepper

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

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

WITNESS my hand and official seal.

Signature

Lawrence Tepper



My Commission Expires: 4-20-2016

This area for official notarial seal

Exhibit A
Legal Description

All that certain real property in the County of Riverside, State of California, described as follows:

PARCEL 1:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. 04994, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006-0140212 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 29716 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210, PAGES 12 AND 13, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 2, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAJALCO EXPRESSWAY AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE EASTERLY END OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 45° 30' 00" WEST; THENCE SOUTHWESTERLY ALONG THE SOUTH SIDE OF SAID PARCEL 2, 77.25 FEET THROUGH A CENTRAL ANGLE OF 2° 23' 32" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 174.19 FEET THROUGH A CENTRAL ANGLE OF 5° 23' 42"; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 83° 54' 03" WEST 38.16 FEET; THENCE NORTH 54° 34' 19" WEST 3.05 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 222.54 FEET THROUGH A CENTRAL ANGLE OF 15° 56' 18"; THENCE NORTH 66° 04' 31" EAST 255.61 FEET; THENCE SOUTH 23° 55' 29" EAST 88.18 FEET; THENCE SOUTH 47° 53' 33" EAST 57.62 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE LYING NOT LESS THAN 500.00 FEET BENEATH THE NATURAL SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED AUGUST 26, 1988 AS INSTRUMENT NO. 244771 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. 04994, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006-0140212 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2, 3 AND 4 OF PARCEL MAP NO. 29716 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210, PAGES 12 AND 13, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 2, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAJALCO EXPRESSWAY AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE EASTERLY END OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 45° 30' 00" WEST; THENCE SOUTHWESTERLY ALONG THE SOUTH SIDE OF SAID PARCEL 2, 77.25 FEET THROUGH A CENTRAL ANGLE OF 2° 23' 32"; THENCE NORTH 47° 53' 33" WEST 57.62 FEET; THENCE NORTH 23° 55' 29" WEST 195.81 FEET; THENCE NORTH 65° 41' 19" EAST 94.52 FEET; THENCE SOUTH 23° 57' 13" EAST 219.21 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE LYING NOT LESS THAN 500.00 FEET BENEATH THE NATURAL SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED AUGUST 26, 1988 AS INSTRUMENT NO. 244771 OFFICIAL RECORDS.

PARCEL 3:

PARCEL C AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. 04994, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006-0140212 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 29716, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210, PAGES 12 AND 13, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MESSENIA LANE 78.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP; THENCE SOUTH 23° 57' 13" EAST 126.02 FEET; THENCE SOUTH 65° 41' 19" WEST 94.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 23° 55' 29" EAST 107.63 FEET; THENCE SOUTH 66° 04' 31" WEST 255.61 FEET TO THE EAST RIGHT OF WAY OF HARVILL LANE, 100.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP, AND ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 51° 21' 59" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE 107.78 FEET THROUGH A CENTRAL ANGLE OF 7° 43' 08"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 65° 41' 19" EAST 275.89 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE LYING NOT LESS THAN 500.00 FEET BENEATH THE NATURAL SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED AUGUST 26, 1988 AS INSTRUMENT NO.

File No. 7107703-LN

244771 OFFICIAL RECORDS

PARCEL 4:

PARCEL D AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. 04994, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006-0140212 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 4 OF PARCEL MAP NO. 29716, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210, PAGES 12 AND 13, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MESSENIA LANE 78.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP; THENCE SOUTH 23° 57' 13" EAST 126.02 FEET; THENCE SOUTH 65° 41' 19" WEST 370.40 FEET TO THE EAST RIGHT OF WAY OF HARVILL LANE, 100.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP, AND ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 59° 05' 07" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE 151.50 FEET THROUGH A CENTRAL ANGLE OF 10° 51' 00"; THENCE NORTH 25° 55' 21" EAST 34.73 FEET; THENCE NORTH 74° 36' 52" EAST 255.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 639.00 FEET; THENCE EASTERLY ALONG SAID CURVE 95.17 FEET THROUGH A CENTRAL ANGLE OF 8° 32' 00" TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE LYING NOT LESS THAN 500.00 FEET BENEATH THE NATURAL SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED AUGUST 26, 1988 AS INSTRUMENT NO. 244771 OFFICIAL RECORDS.

APN: 317-110-057-7, 317-110-058-8, 317-110-070-8 & 317-110-071-9

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. 200031 and DEVELOPMENT AGREEMENT NO. 2000011– Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Article 19, Section 15301 (Existing Facilities) – Applicant: Cannabis 21+ – Representative: Sean Anthony St. Peter – First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CD-CR) (0.20-0.35 FAR) – Location: Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – 1.00 Gross Acres – Zoning: Scenic Highway Commercial (C-P-S)– **REQUEST:** Development Agreement No. 2000011 would impose a lifespan on the proposed cannabis project and provide community benefit to the Mead Valley Area. Conditional Use Permit No. 200031 is a proposal for a Commercial Cannabis Facility, that includes retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. and is yet to be built. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and improved with landscaping and parking stalls. The project will include one (1) ADA and 22 non-ADA parking spaces. Retail store hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. APN: 317-110-070.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING: **JANUARY 6, 2021**
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 Phayvanh Nanthavongdouangsy at (951) 955-6573 or email at pnanthav@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, you may appear and be heard at the time and place noted above. You may participate remotely by registering with the Planning Department. 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 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: Phayvanh Nanthavongdouangsy
P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on November 20, 2020,

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

APN (s) or case numbers CUP200031 / DA2000011 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1600'

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

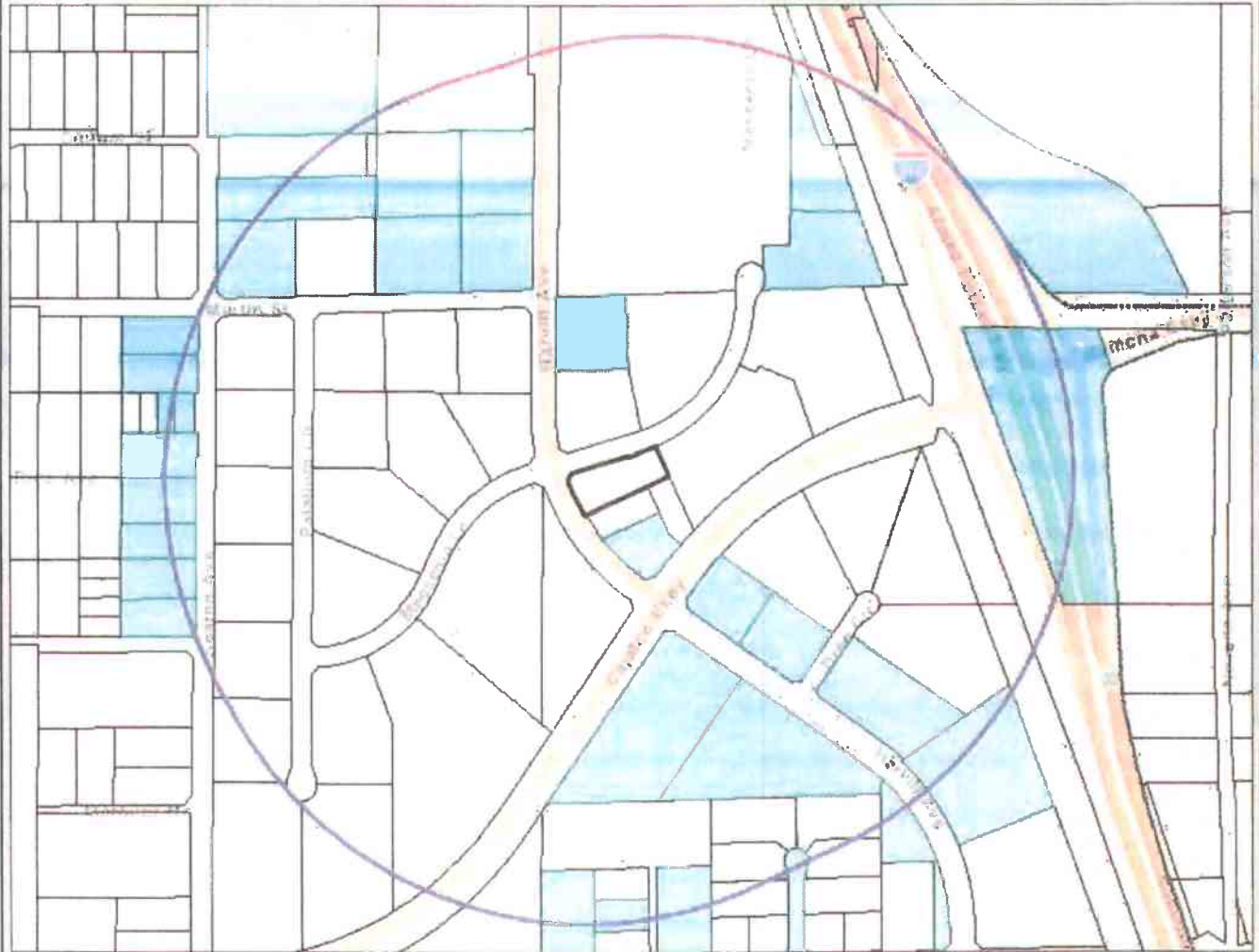
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP200031 / DA2000011 (1600 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0 752 1,505 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... 11/20/2020 11:14:41 AM

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314130028
PSLQ INC
18890 SEATON AVE
PERRIS CA 92570

314180024
OPTIMUS BUILDING CORP
829 DUFRANC AVE
SEBASTOPOL CA 95472

317110057
HHI RIVERSIDE
3800 ORANGE ST NO 250
RIVERSIDE CA 92501

317130034
VCH NO 1
1000 PIONEER WAY
EL CAJON CA 92020

317110036
RIVERSIDE COUNTY TRAVEL ZONE CENTER
23261 CAJALCO EXPRS
PERRIS CA 92571

317120016
STATE OF CALIF
464 W FOURTH ST 8TH FL
SAN BERNARDINO CA 92401

317110051
SABA FAMILY TRUST 7/24/18
41309 AVENIDA BIONA
TEMECULA CA 92591

317300016
SUSANA GONZALEZ
19081 SEATON AVE
PERRIS CA 92570

314310016
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS N 5TH FL
CITY OF INDUSTRY CA 91746

314130023
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS N 6TH FL
CITY OF INDUSTRY CA 91746

317110021
JAM HALL
7879 PINE CREST DR
RIVERSIDE CA 92506

317110004
KAVIANNA INC
10759 SAFFRON ST
FONTANA CA 92337

317110029
RIVERSIDE COUNTY TRANSPORTATION
4080 LEMON ST 3RD FL
RIVERSIDE CA 92501

317110073
FAYEZ SEDRAK
2337 NORCO DR
NORCO CA 92860

314310010
MAJESTIC FREEWAY BUSINESS CENTER #10
13191 CROSSROADS PKWY NO SIXTH FLOOR
CITY OF INDUSTRY CA 91746

317110009
PAUL N. WARNER
P O BOX 1381
MORENO VALLEY CA 92556

317110028
FAYEZ SEDRAK
19248 HARVILL AVE
PERRIS CA 92570

317300006
GONZALO MECILLAS
22985 MARTIN ST
PERRIS CA 92570

317300007
ADILENE GUZMAN
19660 GLENWOOD AVE
RIVERSIDE CA 92508

317310009
MANUEL L. SILVA
19201 SEATON AVE
PERRIS CA 92570

314130015
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS PARK N
LA PUENTE CA 91746

314130020
SEAN & PARTNERS
8577 CANDLEWOOD ST
CHINO CA 91708

317310006
GILMA ZELEDON
19195 SEATON AVE
PERRIS CA 92570

317110034
PINNACLE REAL ESTATE HOLDINGS
23261 CAJALCO EXPRS
PERRIS CA 92571

317110038
SABA FAMILY TRUST DATED 07/24/2018
41309 AVENIDA BIONA
TEMECULA CA 92591

317300009
PEDREGON ROBERT
19121 SEATON ST
PERRIS CA 92570

314130007
SEATON PERRY
18W140 BUTTERFIELD RD STE 750
OAKBROOK TER IL 60181

314130011
MARK S. BLACKBURN
29390 VIA NORTE
TEMECULA CA 92591

314130026
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS PKWY N
LA PUENTE CA 91746

314140032
RIVERSIDE COUNTY TRANSPORTATION
PO BOX 12008
RIVERSIDE CA 92502

317110006
CHARLES B. SIROONIAN
14150 VINE PL
CERRITOS CA 90703

317300019
DEBBI A. HURTADO
19091 SEATON AVE
PERRIS CA 92570

317310007
TODD THOMPSON
8661 MILLPOND PL
RIVERSIDE CA 92508

317310021
19249 SEATON TRUST
P O BOX 1381
MORENO VALLEY CA 92556

314130027
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS PKY N
LA PUENTE CA 91746

Sean Anthony St. Peter
4231 Baloba Ave. Suite 162
San Diego CA 92117

Caryn Bailey
1286 University Ave. Suite 137
San Diego CA 92103

Attention Joe Mineo
HHI Riverside, LLC
3800 Orange Street #250
Riverside, CA 92501

Tara St. Peter
2530 Grandview Street
San Diego CA 92110

City of Perris
ATTN: Kenneth Phung
Planning Manager
101 N. D Street
Perris, CA 92570



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Interim TLMA Director

NOTICE OF EXEMPTION

TO: Office of Planning and Research (OPR) FROM: Riverside County Planning Department
 P.O. Box 3044 4080 Lemon Street, 12th Floor 38686 El Cerrito Road
 Sacramento, CA 95812-3044
 County of Riverside County Clerk P. O. Box 1409 Palm Desert, CA 92201
 Riverside, CA 92502-1409

Project Title/Case No.: Conditional Use Permit No. 200031/Development Agreement No. 2000011

Project Location: Northerly of Calalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215

Project Description: Conditional Use Permit No. 200031 (CUP200031) is a proposal for a Commercial Cannabis facility that includes retail sales and distribution. The cannabis facility will occupy 4,646 SF of an 8,892 SF building that is approved through Plot Plan No. 25699 that is yet to be constructed. The retail area is 4,274 SF and the distribution area is 372 SF. The cannabis retail store hours of operation will be from 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. and 10:00 p.m. The project site's parking area is improved with landscaping, asphalt and stripped in accordance to the approved Plot Plan. Development Agreement No. 2000011 (DA2000011) sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP200031 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. DA2000011 has a term of 10 years, will grant the applicant vesting rights to develop the Project in accordance with the terms of agreement and CUP200031, and will provide community benefits to the Mead Valley Area.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: Sean Anthony St. Peter, Cannabis 21+, 4231 Baloba Ave. Unit 162 San Diego, CA 92117

Exempt Status: (Check one)

- Ministerial (Sec. 21080(b)(1); 15268) Categorical Exemption (Sec. 15301)
 Declared Emergency (Sec. 21080(b)(3); 15269(a)) Statutory Exemption (_____)
 Emergency Project (Sec. 21080(b)(4); 15269 (b)(c)) Other: _____

Reasons why project is exempt: The proposed cannabis facility will lease space of an approved building, proposes minor modification to the interior of the building, and involves no expansion of the approved building footprint. The project involves negligible or no expansion of use. The proposed cannabis facility will operate within leased space of an approved building that is yet to be constructed. The project also involves minor alteration of the approved building, as it will combine four of the seven approved retail units to accommodate the 4,274 SF of Cannabis retail area and 372 SF distribution area. Three of the remaining retail units will be available for future tenants. The building exterior footprint, total square feet of approved retail area, exterior architecture, parking area, and overall site design (building location, parking, onsite circulation, etc.) will not change with the approval of this project. As described, the project involves no expansion of use, specifically there are no expansion of retail space area and building footprint; therefore, it can fall within the Class I exemption. None of the exceptions that bar the application of a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. The project will not lead to cumulative impacts; there are no unusual circumstances that would have a significant effect on the environment; the project will not damage scenic resources; the project is not listed as a hazardous waste site; the project site does not have any historic resources.

Phayvanh Nanthavongdouangsy
County Contact Person

951-955-6573

Phone Number

Signature

Principal Planner

Title

12/24/20

Date

Date Received for Filing and Posting at OPR: _____

NOTICE OF EXEMPTION
Page 2

Revised: 08/22/2017: Y:\Planning Master Forms\Templates\CEQA Forms\Form_NOE.docx

Please charge deposit fee case#: ZEA No. XXXXX ZCFG No. XXXX - County Clerk Posting Fee
FOR COUNTY CLERK'S USE ONLY

--



Charissa Leach, P.E.
Interim TLMA Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

Memorandum

Date: January 6, 2021

To: Planning Commission

From: Phayvanh Nanthavongdouangsy

RE: Agenda Item No. 4.2 Conditional Use Permit No. 200031/DA2000011

A Project's Exhibits B, C, M and S were not included in the staff report package. These exhibits, along with Exhibit A are attached to this memo.

The Project's Business Operational and Safety and Security Plans are consistent with the requirements of Ordinance No. 348. The Safety and Security Plans include a notation that an armed and licensed security guard will be present 24 hours.

Staff suggests the following update to COA 15 – Planning. 23 General N. Security #9:

9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services. *A security guard shall be present on-site 24 hours, 7 days a week.*

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

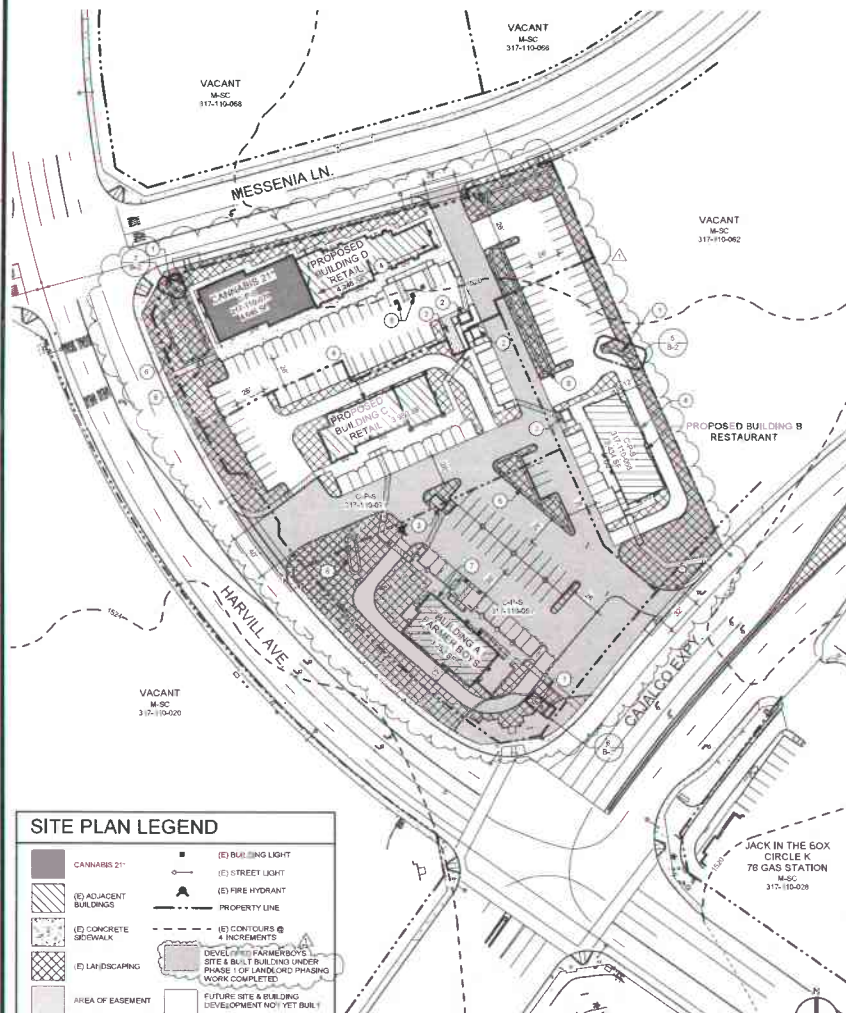
Desert Office · 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

CANNABIS 21+

COMMERCIAL CANNABIS CONDITIONAL USE PERMIT

CAJALCO EXPRESSWAY & HARVILL AVE

PERRIS, CALIFORNIA 92570



SITE PLAN LEGEND

	(E) BUILDING LIGHT
	(E) STREET LIGHT
	(E) FIRE HYDRANT
	PROPERTY LINE
	(E) CONTIGUOUS 4 INCHMENTS
	DEVELOP AND BUILT BUILDING UNDER PHASE I OF LANDLORD PHASING WORK COMPLETED
	FUTURE SITE & BUILDING DEVELOPMENT NOT YET BUILT

1 SITE PLAN
1" = 50'-0"

PROJECT DIRECTORY

LANDOWNER PFR RIVERSIDE LLC 1800 ORANGE ST. STE 250 RIVERSIDE CA 92501 CONTACT: JOE MINICO PHONE: 951 782 8205 EMAIL: jminico@theraviboy.com	APPLICANT/TENANT CANNABIS 21+ 4231 BALBOA AVE #152 SAN DIEGO CA 92111 CONTACT: SEAN ST. PETER PHONE: 619 518 8139 EMAIL: sean_stpeter@yahoo.com	UTILITY COMPANIES SEWER & WATER EASTERN MUNICIPAL WATER DISTRICT CABLE TIME WARNER CABLE PHONE VERIZON GAS SCOUTER CALIFORNIA GAS COMPANY ELECTRIC SOUTHERN CALIFORNIA EDISON
---	--	--

VICINITY MAP



BUILDING CODE DATA

APPLICABLE CODES	ALL WORK SHALL CONFORM TO APPLICABLE GOVERNING CODES INCLUDING THE LATEST EDITIONS OF THE FOLLOWING:												
BUILDING	2019 CALIFORNIA BUILDING CODE												
MECHANICAL	2019 CALIFORNIA MECHANICAL CODE												
ELECTRICAL	2019 CALIFORNIA ELECTRICAL CODE												
FIRE	2019 CALIFORNIA FIRE CODE CITY MUNICIPAL CODES & APPLICABLE FIRE LIVES SAFETY CODES												
ENERGY	2019 CALIFORNIA ENERGY CODE												
ACCESSIBILITY	2010 CALIFORNIA GREEN BUILDING STANDARDS CODE & AMERICANS WITH DISABILITIES ACT FEDERAL, STATE & LOCAL REQUIREMENTS NOTED IN CHAPTER 11 OF THE 2019 CALIFORNIA BUILDING CODE												
BUILDING DATA	<table border="1"> <tr> <td>OLD TENANT OCCUPANCY</td> <td>NEW TENANT OCCUPANCY</td> <td>TYPE OF CONSTRUCTION</td> <td>TYPE I-4-B</td> </tr> <tr> <td>FULLY SPRINKLERED</td> <td>NO</td> <td>TOTAL BUILDING AREA</td> <td>4,892 SQUARE FEET</td> </tr> <tr> <td>ACTUAL BUILDING HEIGHT</td> <td>ALLOWABLE HEIGHT</td> <td>ACTUAL BUILDING HEIGHT</td> <td>26'-0" TO TOP OF PARAPET</td> </tr> </table>	OLD TENANT OCCUPANCY	NEW TENANT OCCUPANCY	TYPE OF CONSTRUCTION	TYPE I-4-B	FULLY SPRINKLERED	NO	TOTAL BUILDING AREA	4,892 SQUARE FEET	ACTUAL BUILDING HEIGHT	ALLOWABLE HEIGHT	ACTUAL BUILDING HEIGHT	26'-0" TO TOP OF PARAPET
OLD TENANT OCCUPANCY	NEW TENANT OCCUPANCY	TYPE OF CONSTRUCTION	TYPE I-4-B										
FULLY SPRINKLERED	NO	TOTAL BUILDING AREA	4,892 SQUARE FEET										
ACTUAL BUILDING HEIGHT	ALLOWABLE HEIGHT	ACTUAL BUILDING HEIGHT	26'-0" TO TOP OF PARAPET										
CONSTRUCTION RATINGS	<table border="1"> <tr> <td>COLUMNS</td> <td>NON-RATED</td> </tr> <tr> <td>INTERIOR BEARING WALLS</td> <td>NON-RATED</td> </tr> <tr> <td>INTERIOR NON-BEARING WALLS</td> <td>NON-RATED</td> </tr> <tr> <td>BEAMS, GIRDERS, TRUSSES</td> <td>NON-RATED</td> </tr> <tr> <td>FLOOR CONSTRUCTION</td> <td>NON-RATED</td> </tr> <tr> <td>ROOF/CEILING CONSTRUCTION</td> <td>NON-RATED</td> </tr> </table>	COLUMNS	NON-RATED	INTERIOR BEARING WALLS	NON-RATED	INTERIOR NON-BEARING WALLS	NON-RATED	BEAMS, GIRDERS, TRUSSES	NON-RATED	FLOOR CONSTRUCTION	NON-RATED	ROOF/CEILING CONSTRUCTION	NON-RATED
COLUMNS	NON-RATED												
INTERIOR BEARING WALLS	NON-RATED												
INTERIOR NON-BEARING WALLS	NON-RATED												
BEAMS, GIRDERS, TRUSSES	NON-RATED												
FLOOR CONSTRUCTION	NON-RATED												
ROOF/CEILING CONSTRUCTION	NON-RATED												

SITE PLAN KEYNOTES

- NOTE: THE LAND OR WORK IS INDICATED AS (E) WHETHER CONSTRUCTED OR NOT. TENANT WORK IS INDICATED AS (N).
- MONUMENT SIGN - SEE SIGNAGE SHEET
 - EXISTING FIRE WITH TO RED 2 CM ENCLOSURE WITH GATES - SEE ENLARGED PLAN
 - EXISTING SIGN
 - NEW FUTURE BUILDING
 - REAR PARKING STALLS
 - BUREAU TRENCH BASIN
 - BUILDING
 - DASHED LINE INDICATES EASEMENT AGREEMENT

OCCUPANCY

SEE SHEET C-1 FOR EGRESS PATH OF TRAVEL AND FIRE EXTINGUISHER LOCATIONS

OCCUPANCY	OCCUPANCY LOAD FACTOR	AREA	LOAD
MAIN SALES AREA	125	3255	407
OFFICE/TREASURY	100	368	37
STORAGE/FULLY TILLONE	300	307	92
RESTROOMS	15	54	4
DISTRIBUTION (RECEIVING)/INVENTORY	500	372	186
TOTAL HABITABLE SPACE		4,326	614
REQUIRED EXITS			2

EGRESS WIDTH PER SECTION 1005 - ALL COMPLY FRONT ENTRY 3' x 2' 6" (E) DOOR 7'-2" BACK DOOR 3' x 2' 6" (E) DOOR 3' x 3" REAR DOOR 2' x 2' 6" (E) DOOR 3' x 3"

MAX DISTANCE TO EXIT 250'-0" WITH SPRINKLERS PER CHAPTER 10 - COMPLIED WITH

EXIT REQUIREMENTS DUE TO OCCUPANCY PER CHAPTER 10: PROVIDE EITHER PAIR HANDS FREE OR UNLOCKED EXIT WITH A READILY VISIBLE DURABLE SIGN POSTED ON THE EGRESS SIDE OR ADJACENT TO THE DOOR AND STATING AS FOLLOWS: THIS DOOR TO REMAIN CLOSED WHEN SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1" HIGH ON CONTRASTING BACKGROUND.

NEW PORTABLE FIRE EXTINGUISHERS MUST BE 2A-10LB, MIN ONE PER 1500 sq ft WITH SALES RECEIPT. ELECTRICAL ROCK & WITHIN 75' TRAVEL DISTANCE SHALL BE CLASS C1 COX TYPE. ALL EXISTING PORTABLE FIRE EXTINGUISHERS WILL BE REQUIRED TO HAVE CURRENT INSPECTION TAGS.

INDEX OF DRAWINGS

SHEET	DESCRIPTION	DELTA
EXHIBIT A		1 2 3 4 5 6
A-1	PROJECT INFORMATION	
A-2	MASTER PLOT PLAN APPROVED CUP	
A-3	ENLARGED SITE PLAN & SENSITIVE USE PLAN	
A-4	LANDSCAPE SITE PLAN	
A-5	SITE ACCESSIBILITY SIGNAGE & PARKING	
A-6	FACILITY STANDARDS	
EXHIBIT B		
B-1	EXTERIOR ELEVATIONS	
B-2	SIGNAGE	
B-3	EXTERIOR COLOR ELEVATIONS	
EXHIBIT C		
C-1	FLOOR EGRESS PLAN	
C-2	SAFETY & SECURITY PLAN	
C-3	AIRPORT LAND USE OCCUPANCY ANALYSIS	

PROJECT SUMMARY

PROJECT SUMMARY
THE PROPOSED PROJECT IS A COMMERCIAL CANNABIS FACILITY TO INCLUDE RETAIL SALES AND DISTRIBUTION. BUILDING HAS NOT BEEN BUILT YET.

BUSINESS OPERATIONS
WITH: (ADULT & MEDICAL LICENSES)

HOURS OF OPERATION
RETAIL STORE & DISTRIBUTION AREA HOURS: 8:00 AM TO 10:00 PM - 7 DAYS A WEEK
DELIVERY: 6:00 AM TO 9:00 PM - 7 DAYS A WEEK
NO MEDICAL DELIVERIES WILL BE SCHEDULED AFTER 9:00 PM
2 SHIFTS PER DAY: 8 EMPLOYEES PER SHIFT: 7 HOURS PER SHIFT

CONDITION
OBTAIN THE PROPER STATE CANNABIS LICENSING AND A COUNTY OF RIVERSIDE BUSINESS REGISTRATION

SCOPE OF WORK
CONDITIONAL USE PERMIT APPLICATION FOR COMMERCIAL CANNABIS FACILITY. NEW WORK WILL INCLUDE NEW WALLS FOR OFFICES AND SECURE RECESSION AND WAITING ROOMS. NEW RESTROOM LAYOUTS MEETING ADA CRITERIA WITH NEW FIXTURES AND TIPS AND ELECTRICAL MODIFICATIONS.
EXISTING ASPHALT PAVING AND STRIPING TO REMAIN. NEW BUILDING SIGNAGE.

ASSESSOR'S PARCEL NO: 371-110-070 (PARCEL D)

GROSS ACREAGE: 1.0 ACRE X 43,572 = 43,572 SF

NET ACREAGE (MINUS EASEMENT): 0.95 ACRE X 43,572 = 41,259 SF

ZONING: C-1-S (SCENIC HIGHWAY COMMERCIAL)

MASTER CUP FOR PROPERTY: CASE #P2599 AND NO. 2. EXHIBIT A DATE 06/24/15. PLANNER: J. ARROYO

LEGAL DESCRIPTION: PARCEL MAP NO. 29176 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BLOCK 210 PARCEL 12 OF THE PROJECT MAP LOT A

EASEMENTS OF RECORD:

- AN EASEMENT AS OFFERED FOR DEDICATION IN FAVOR OF PUBLIC UTILITIES SAID EASEMENT HAS BEEN ABANDONED PER INSTRUMENT NO. 2008-055995 RECORDED OCTOBER 17, 2008
- THE EFFECT OF A NOTICE OF LOT LINE ADJUSTMENT NO 04994 RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006-01004. OFFICIAL RECORDS.

ALONG OTHER THINGS SAID DOCUMENT PROVIDES AN INGRESS AND EGRESS AND PUBLIC UTILITY EASEMENT.

- THE EFFECT OF A DOCUMENT ENTITLED "AGREEMENT FOR MAINTENANCE OF PARKWAY FOR INDIVIDUAL COMMERCIAL INDUSTRIAL PROPERTIES" RECORDED FEBRUARY 26, 2009 AS INSTRUMENT NO. 2008-009544 OF OFFICIAL RECORDS. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXECUTED BY J.L.S. ENTERPRISES, LP, A CALIFORNIA LIMITED PARTNERSHIP GRANTS TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, AN EASEMENT FOR PUBLIC ROAD, DRAINAGE AND UTILITY PURPOSES INCLUDING PUBLIC SERVICES PURPOSES AFFECTING THOSE PORTIONS OF SAID LAND AS MORE PARTICULARLY DESCRIBED THEREIN, RECORDED NOVEMBER 09, 2009 AS INSTRUMENT NO. 2009-060066. OFFICIAL RECORDS.
- THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT EXECUTED BY J.L.S. ENTERPRISES, LP, A CALIFORNIA LIMITED PARTNERSHIP GRANTS TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, AN EASEMENT FOR PUBLIC ROAD, DRAINAGE AND UTILITY PURPOSES INCLUDING PUBLIC SERVICES PURPOSES AFFECTING THOSE PORTIONS OF SAID LAND AS MORE PARTICULARLY DESCRIBED THEREIN, RECORDED NOVEMBER 09, 2009 AS INSTRUMENT NO. 2009-060066. OFFICIAL RECORDS.
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BLANKING AREA	NA
SPECIFIC PLAN	NA
GENERAL PLAN	COMMERCIAL RETAIL
LAND USE	VAL VERDE UNIFIED SCHOOL DISTRICT
SCHOOL DISTRICT	LOW
LOCALIZATION	NOT RE-EVALUATE ZONE
GEOLOGICAL HAZARDS	NOT BY FLOOD ZONE
FEMA FLOOD MAP	NOT BY FLOOD ZONE
SEISMIC HAZARD AREA	MARINA AREA SEISMIC ZONE
AVIATION OVERLAP ZONE	AIRPORT OVERLAP ZONE C - MARSH AIR RESERVE BASE AIRPORT C OVERLAY CALCULATION: 1 ACR @ 75 PEOPLE PER ACRE + 75 ALLOWABLE OCCUPANCY: 64 OCCUPANTS < 75 OCCUPANCY CRITERIA THEREFORE PROJECT COMPLES. ALSO AIRPORT NUMBER: 72002 - AVIATION CODE: ZAP143A020

COUNTY OF RIVERSIDE
PROJECT NUMBER 200031

DATE 10.08.20
DRAWN STAFF
CHECKED CR



Members of the American Institute of Architects
rad. Architects, Inc.
1100 W. 10th St., Suite 200
San Diego, CA 92101
TEL: 619.785.6622
CONTACT: CARYN BAILEY
EMAIL: cbailey@rad-architects.com

ASSESSOR'S PARCEL NUMBER 371-110-070

LANDOWNER: PFR RIVERSIDE LLC
1800 ORANGE ST. STE 250
RIVERSIDE CA 92501
CONTACT: JOE MINICO
PHONE: 951 782 8205
EMAIL: jminico@theraviboy.com

APPLICANT/TENANT: CANNABIS 21+
4231 BALBOA AVE #152
SAN DIEGO CA 92111
CONTACT: SEAN ST. PETER
PHONE: 619 518 8139
EMAIL: sean_stpeter@yahoo.com

EXHIBIT PREPARER ARCHITECT:
RAD ARCHITECTS INC
1206 UNIVERSITY AVENUE #137
SAN DIEGO, CA 92103
TEL: 619 785 6622
CONTACT: CARYN BAILEY
EMAIL: cbailey@rad-architects.com

CANNABIS 21+ COMMERCIAL CANNABIS CONDITIONAL USE PERMIT CAJALCO EXPY & HARVILL AVE PERRIS, CA 92570

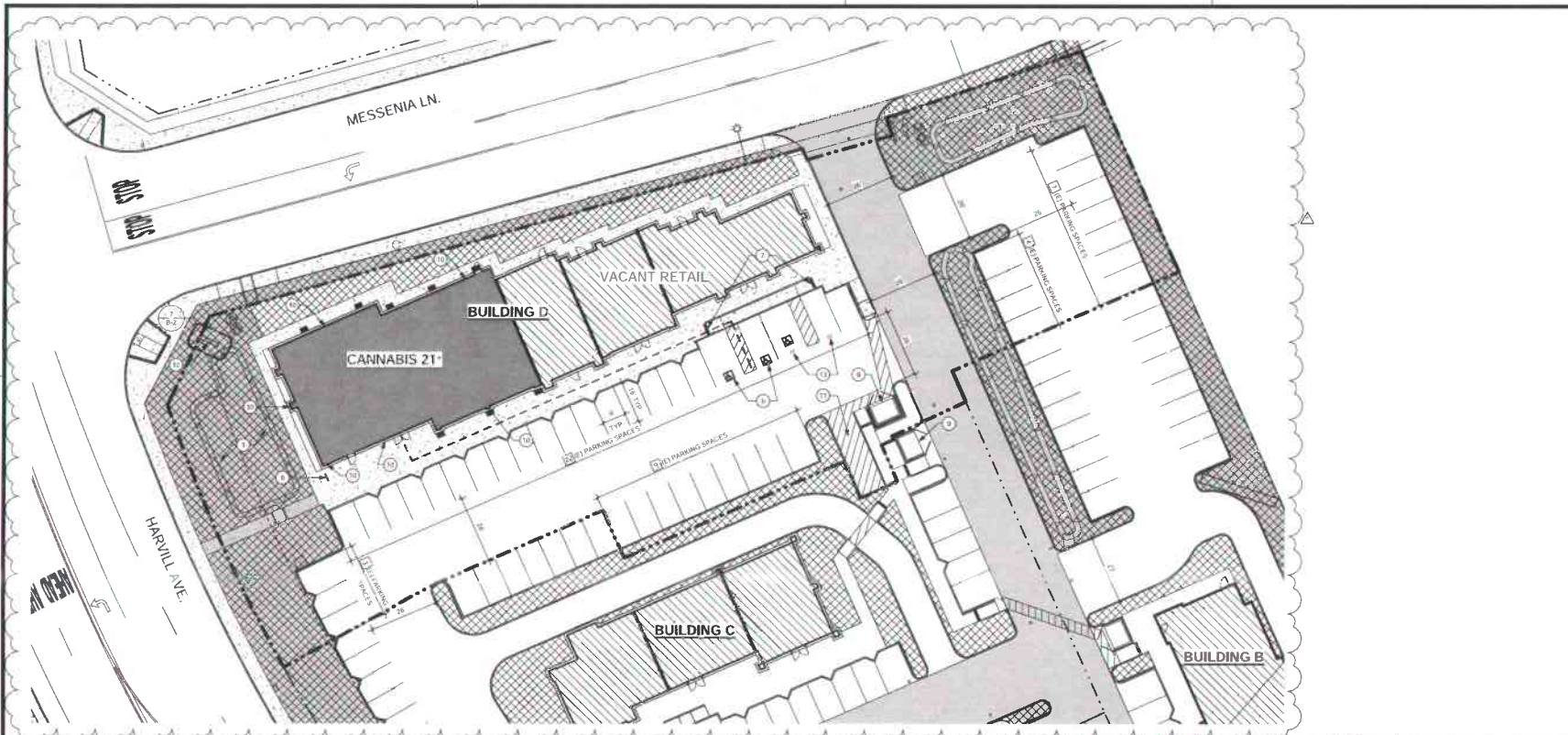
CONTRACTOR SHALL BUILD OUT FROM SETS STAMPED "CONSTRUCTION SET" HEREIN

CUP SUBMITTAL
ISSUE DATE: 10.08.20



EXHIBIT AMENDMENT BLOCK
10.08.20 1 1ST CITY COMMENTS

SHEET TITLE: EXHIBIT A
PROJECT INFORMATION
SHEET NO: A-1



2 SITE PLAN - ENLARGED
1" = 20'-0"



ENLARGED SITE PLAN KEYNOTES

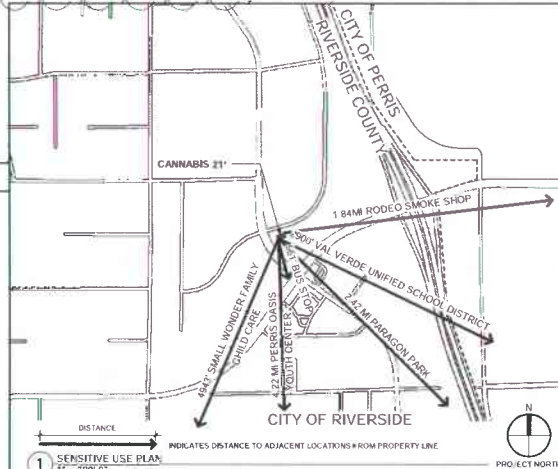
- (E) - EXISTING
- (N) - NEW
- NOTE: THE LANDLORD WORK IS INDICATED AS (E) WHETHER CONSTRUCTED FOR NOT. TENANT WORK IS INDICATED AS (N)
- 1 BORE TRENCH BASIN
- 2 BUREAU SINGLE ELECTRICAL EQUIPMENT
- 3 GAS METER
- 4 GAS SERVICE
- 5 WASTE SERVICE
- 6 HANDICAP PARKING SPACE DETAIL 37 AS PER FIELD VERIFICATION OF COMPLIANCE
- 7 ADA STORAGE AT PARKING STALL PER DETAIL 27 AS
- 8 IN BRK RACKS SEE 77 FOR PLANT OR ADDITIONAL INFORMATION
- 9 IN BRK RACKS SEE 77 FOR PLANT OR ADDITIONAL INFORMATION
- 10 IN NO LANCING - TOPPING STORAGE - OBTAIN STORAGE FROM THE SHERIFF'S DEPARTMENT
- 11 LOADING AREA
- 12 MONUMENT SIGN
- 13 IN ELEVATOR WALKWAY (E) MARKING PARKING AND SIGN (A) ON UNIDIR (B) LANDLORD SCOPE OF WORK LOCATION IS APPROXIMATE VERIFY EXACT LOCATION WITH LANDLORD

PARKING REQUIREMENTS

- PARCEL B PARKING - LANDLORD REQUIREMENTS FOR SITE**
- 1 SPACE FOR 200 SF @ 8,892 SF
 - NON-ADA SPACES PROVIDED
 - REQUIRED ADA PARKING
 - REQUIRED ELECTRIC VEHICLE SPACES
 - 23 TO 40 SPACES SHALL HAVE 7'
 - TOTAL PARKING FOR BUILDING D
 - REQUIRED LOADING SPACES
 - 3,500 SF - 14,959 SF
 - REQUIRED BICYCLE PARKING FOR SITE
 - MINIMUM (4) SPACES REQUIRED
 - COMMERCIAL CANNABIS FACILITY PARKING REQUIREMENTS (SEE SHEET C-11 FOR LEGEND INDICATING AREA BREAKDOWN)**
 - RETAIL SALES FOR CANNABIS 21⁺
 - 1 SPACE FOR 200 SF @ 4,214 SF
 - DISTRIBUTION FOR CANNABIS 21⁺
 - 2 SPACES FOR EMPLOYEES @ 372 SF
 - TOTAL PARKING CANNABIS 21⁺
 - 23 PARKING SPACES PROVIDED

SITE PLAN LEGEND

- (C) CANNABIS 21⁺
- (E) ADJACENT BUILDING
- (E) CONCRETE SIDEWALK DRIVE / CURB
- (E) LANDSCAPING
- DEVELOPED FAIRMEBOYS SITE & SUBMITTING UNDER PHASE 1 OF LANDLORD PHASING WORK COMPLETED
- (E) STREET LIGHT
- (E) BUILDING LIGHTS
- (E) PARKING STALL STOPPING LAYOUT
- (E) TRIP/PATH OF TRAVEL
- (E) PROPERTY LINE
- (E) CONTOURS
- (E) ENCLOSURES



1 SENSITIVE USE PLAN
1" = 700'-0"

DATE: 10.08.20
DRAWN: STAFF
CHECKED: CB



Members of the American Institute of Architects
rad Architects Inc.
1700 17th St, Suite 250
Perris, CA 92570

ASSESSOR'S PARCEL NUMBER 317-110-010

LANDOWNER: HIR INVESTMENT LLC
1900 ORANGE ST. STE 250
RIVERSIDE, CA 92501
CONTACT: JOE MULLO
PHONE: 951.382.8753
EMAIL: jmullo@hirsinvestments.com

APPLICANT/TENANT: CANNABIS 21⁺
4337 BALBOA AVE #102
SAN DIEGO, CA 92117
CONTACT: SEAN SH. PEIER
PHONE: 619.618.1319
EMAIL: sean@seanpeier.com

EXHIBIT PREPARED BY ARCHITECT: RAD ARCHITECTS INC.
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SAN DIEGO, CA 92103
TEL: 619.795.6227
CONTACT: CARYN BAKER
EMAIL: ccbaker@rad-architects.com

**CANNABIS 21⁺
COMMERCIAL CANNABIS
CONDITIONAL USE PERMIT
CAJALCO EXPY & HARVILL AVE
PERRIS, CA 92570**

CONTRACTOR SHALL BUILD ONLY FROM SETS
STAMPED "CONSTRUCTION SET" HEREIN

CUP SUBMITTAL
ISSUE DATE: 10.08.20



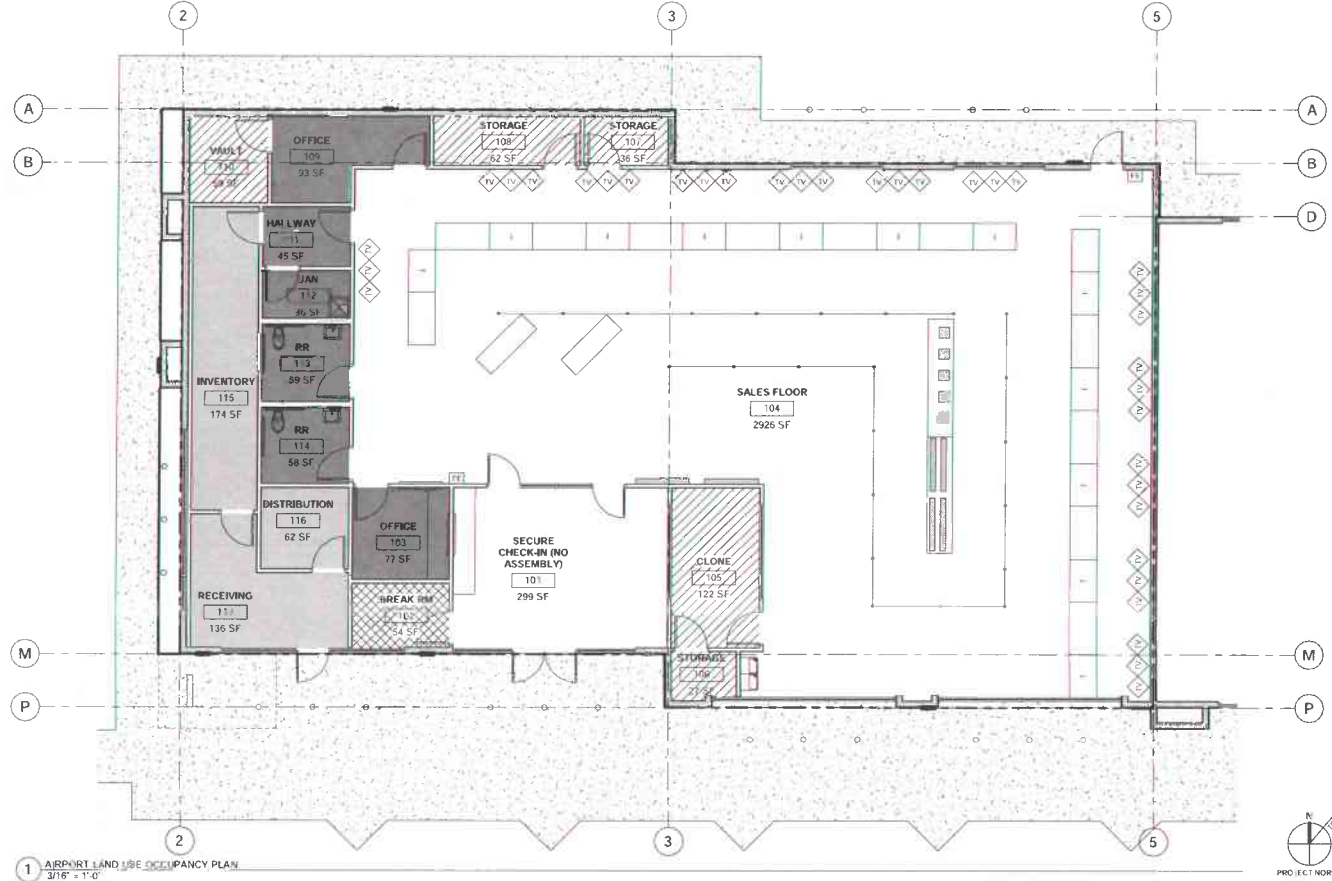
EXHIBIT AMENDMENT BLOCK

10.08.20 1 1ST CITY COMMENTS

SHEET TITLE
**EXHIBIT A:
ENLARGED SITE PLAN &
SENSITIVE USE PLAN**

SHEET NO.

A-3



1 AIRPORT LAND USE OCCUPANCY PLAN
3/16" = 1'-0"



OCCUPANT LOAD CALCS			
OCCUPANCY	OCCUPANCY LOAD FACTOR	AREA	LOAD
MAIN SALES AREA	25	1225	34
OFFICES / HALLWAY	100	567	4
STORAGE / VAULT / CLONE	200	397	2
BREAK ROOM	75	54	4
DISTRIBUTION / RECEIVING / INVENTORY	500	819	1
TOTAL HABITABLE SPACE		4,388	64
REQUIRED SEATS			2

AIRPORT C OVERLY CALCULATION: 1/3 ACRE @ 75 PEOPLE PER ACRE = 75 ALLOWABLE OCCUPANTS BY OCCUPANTS = 75 OCCUPANCY CRITERIA (H) BEFORE THIS PROJECT COMPLETION.

OCCUPANCY LOAD AREA LEGEND

- MAIN SALES AREA / SECURE CHECK-IN
- OFFICES / HALLWAY / RESTROOMS
- STORAGE / VAULT / CLONE / RR
- BREAK / ASSEMBLY
- WAREHOUSE

DATE: 10.08.20
DRAWN: STAFF
CHECKED: CB



Members of the American Institute of Architects
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1000 Orange St. Suite 250
San Diego, CA 92101
Tel: 619.795.6272
Email: csaady@radarchitects.com

ASSESSOR'S PARCEL NUMBER: 317-110-079

LANDOWNER: HEB INVESTORS LLC
3800 ORANGE ST. SUITE 250
SAN DIEGO, CA 92101
CONTACT: JOE LEMO
PHONE: 619.782.6255
EMAIL: jlemo@hebinvestors.com

APPLICANT/TENANT: CANNABIS 21+
4231 BALBOA AVE #102
SAN DIEGO, CA 92107
CONTACT: SEAN ST. PETER
PHONE: 619.616.8139
EMAIL: sean_stpeter@yahoo.com

EXHIBIT PREPARED BY: RAD ARCHITECTS, INC.
1288 UNIVERSITY AVENUE #102
SAN DIEGO, CA 92103
TEL: 619.795.6272
CONTACT: CARRIN BAILEY
EMAIL: cbailey@radarchitects.com

**CANNABIS 21+
COMMERCIAL CANNABIS
CONDITIONAL USE PERMIT
CAJALCO EXPY & HARVILL AVE
PERRIS, CA 92570**

CONTRACTOR SHALL BUILD ONLY FROM SETS
STAMPED "CONSTRUCTION SET" HEREIN

CUP SUBMITTAL
ISSUE DATE: 10.08.20



EXHIBIT AMENDMENT BLOCK

SHEET TITLE:
**EXHIBIT C:
AIRPORT LAND USE
OCCUPANCY ANALYSIS**

SHEET NO:
C-3



1 SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND		
(E) - EXISTING	(N) - NEW	
(E) DARK RED	(E) METAL ROOFING	(N) 6" COMPOSITE WOOD PANEL SYSTEM
(E) GOLD	(E) LIGHT BROWN	
(E) DARK BROWN	(E) STONE	

DATE: 10.08.20
 DRAWN: SIAF
 CHECKED: CB



ASSESSOR'S PARCEL NUMBER: 317-110-070

LAND OWNER: THE WYNDESSEL, LLC
 3500 ORANGE ST. STE 250
 BAYPARK, CA 92001
 CONTACT: JOE MINOLO
 PHONE: 951-787-8255
 EMAIL: jminolo@wyndesel.com

APPLICANT / TENANT: A WYNDESSEL, INC.
 4211 BALBOA AVE. #12
 SAN DIEGO, CA 92117
 CONTACT: CAROL BAILEY
 PHONE: 619-419-8170
 EMAIL: carol@awyndesel.com

LEADER DEVELOPER ARCHITECT:
 RAD ARCHITECTS, INC.
 1786 UNIVERSITY AVENUE #137
 SAN DIEGO, CA 92103
 TEL: 619-750-8572
 CONTACT: CAROL BAILEY
 EMAIL: bailey@radarchitects.com

CANNABIS 21+
 COMMERCIAL CANNABIS
 CONDITIONAL USE PERMIT
 CAJALCO EXPY & HARVILL AVE
 PERRIS, CA 92570

CONTRACTOR SHALL BUILD ONLY FROM SETS
 SHOWN IN CONSTRUCTION SET HEREIN

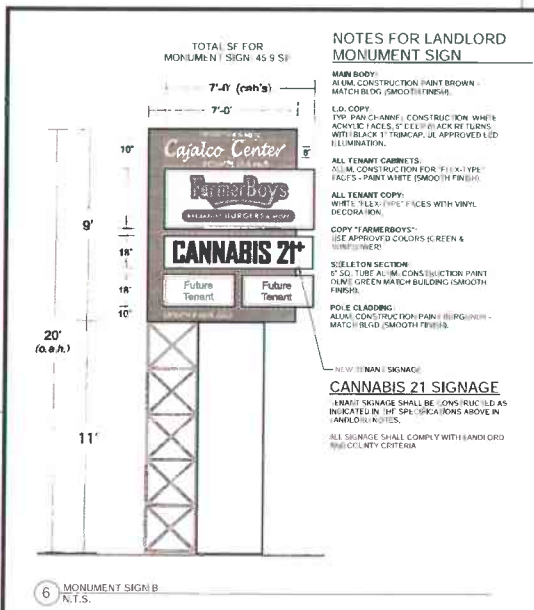
CUP SUBMITTAL
 ISSUE DATE: 10.08.20



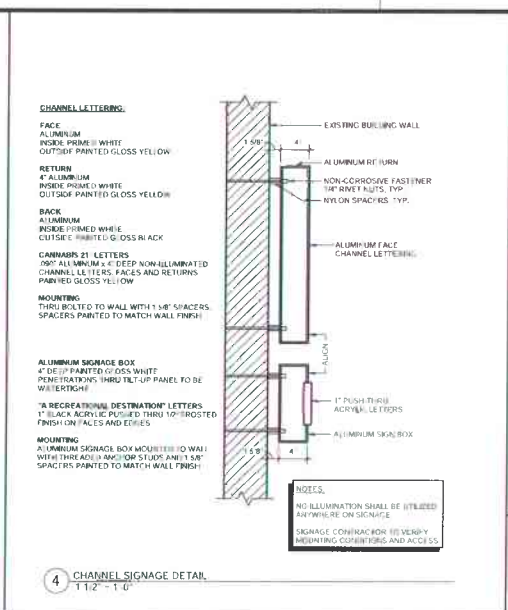
EXHIBIT AMENDMENT BLOCK

SHEET TITLE:
**EXHIBIT B:
 EXTERIOR COLOR
 ELEVATIONS**

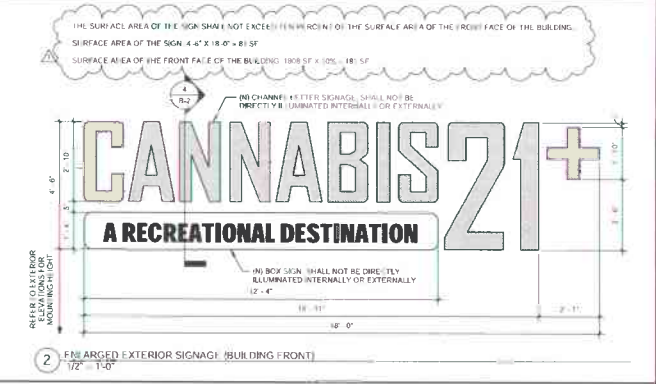
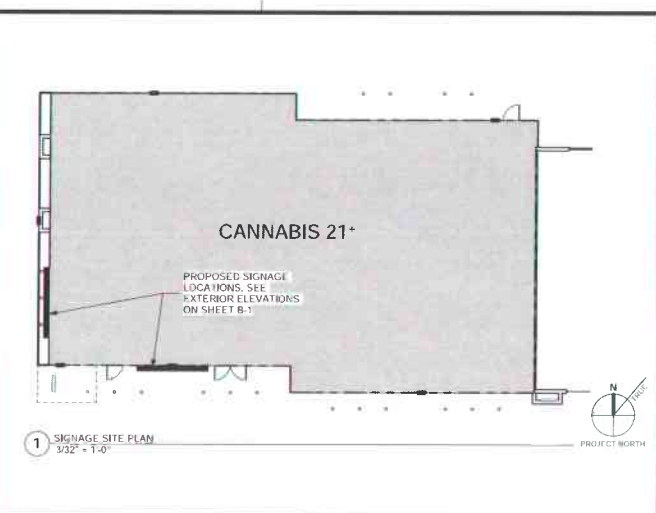
SHEET NO:
B-3



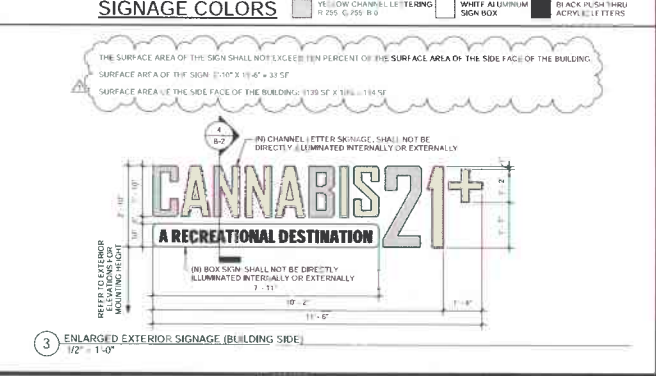
6 MONUMENT SIGN B (N.T.S.)



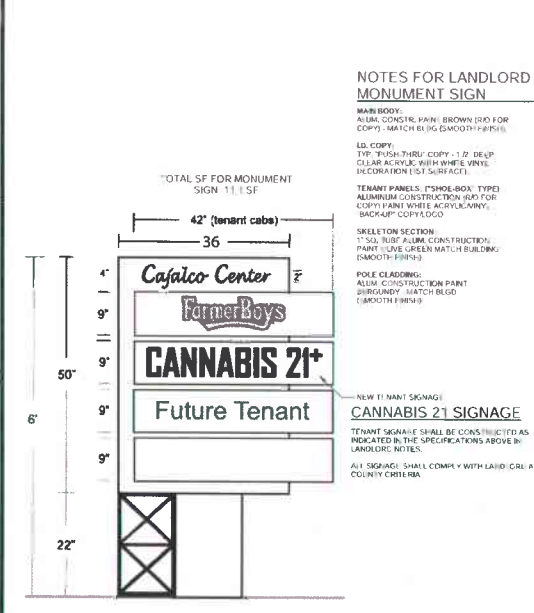
4 CHANNEL SIGNAGE DETAIL (1:2" = 1'-0")



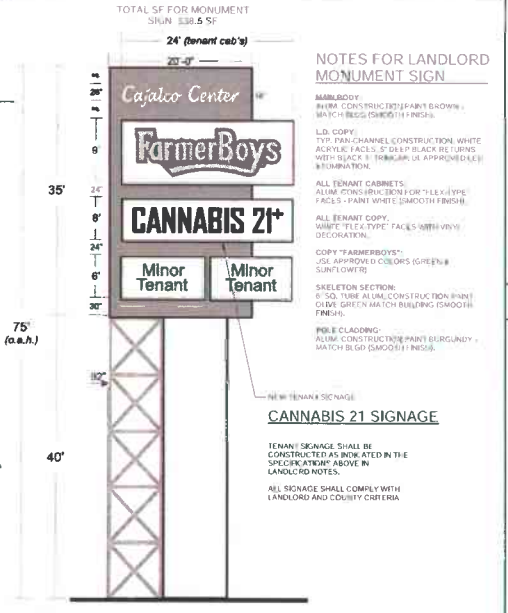
2 ENLARGED EXTERIOR SIGNAGE (BUILDING FRONT) (1/2" = 1'-0")



3 ENLARGED EXTERIOR SIGNAGE (BUILDING SIDE) (1/2" = 1'-0")



7 MONUMENT SIGN C (N.T.S.)



5 MONUMENT SIGN A (N.T.S.)

DATE: 10.08.20
DRAWN: STAFF
CHECKED: CB



Members of the American Institute of Architects
rad Architects, Inc.
1000 N. 1st St., Suite 100
Perris, CA 92570

ASSESSOR'S PARCEL NUMBER: 317-110-070

LAND OWNER: H&B RIVERCIDE, LLC
3000 GRANDVIEW ST, STE 200
RIVERSIDE, CA 92507
CONTACT: JOE MIBOLD
PHONE: 951.782.8755
EMAIL: joe@h&brivercide.com

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CONTACT: SEAN C. PLETNER
PHONE: 619.618.8139
EMAIL: sean@pletners.com

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TEL: 951.792.8252
CONTACT: CAROL MABLEY
EMAIL: carol@radarchitects.com

CANNABIS 21+ COMMERCIAL CANNABIS CONDITIONAL USE PERMIT CAJALCO EXPY & HARVILL AVE PERRIS, CA 92570

CONTRACTOR SHALL BUILD ONLY FROM SETS STAMPED "CONSTRUCTION SET" HEREIN

CUP SUBMITTAL
ISS: E DATE: 10.08.20



EXHIBIT AMENDMENT BLOCK

10.08.20 1 1ST CITY COMMENTS

SHEET TITLE
EXHIBIT B: SIGNAGE

SHEET NO.
B-2

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. 2000011

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

HHI RIVERSIDE, L.L.C.

AND

SEAN ST. PETER AND TARA ST. PETER

TABLE OF CONTENTS

RECITALS1

COVENANTS2

1. DEFINITIONS AND EXHIBITS2

 1.1 Definitions2

 1.1.1 “Agreement”2

 1.1.2 “Base Rate”3

 1.1.3 “Commercial Cannabis Activity”3

 1.1.4 “Conditional Use Permit”3

 1.1.5 “COUNTY”3

 1.1.6 “Development”3

 1.1.7 “Development Approvals”3

 1.1.8 “Development Exaction”3

 1.1.9 “Development Plan”4

 1.1.10 “Effective Date”4

 1.1.11 “Existing Development Approvals”4

 1.1.12 “Existing Land Use Regulations”4

 1.1.13 “Land Use Regulations”4

 1.1.14 “Mortgagee”4

 1.1.15 “OWNER”4

 1.1.16 “Project”5

1.1.17	“Property”	5
1.1.18	“Reservations of Authority”	5
1.1.19	“Subsequent Development Approvals”	5
1.1.20	“Subsequent Land Use Regulations”	5
1.1.21	“Transfer”	5
1.2	Exhibits	5
2.	GENERAL PROVISIONS	6
2.1	Binding Effect of Agreement	6
2.2	Ownership of Property	6
2.3	Term	6
2.4	Transfer	6
2.4.1	Right to Transfer	6
2.4.2	Release of Transferring Owner	7
2.4.3	Subsequent Transfer	7
2.5	Amendment or Cancellation of Agreement	7
2.5.1	Amendment or Cancellation	7
2.5.2	Modification to Additional Annual Public Benefit.....	7
2.6	Termination	7
2.7	Notices	8
3.	DEVELOPMENT OF THE PROPERTY	10
3.1	Rights to Develop	10
3.2	Effect of Agreement on Land Use Regulations	10
3.3	Timing of Development	10

3.4	Changes and Amendments	11
3.5	Reservations of Authority	11
3.5.1	Limitations, Reservations and Exceptions	11
3.5.2	Subsequent Development Approvals	12
3.5.3	Modification or Suspension by State or Federal Law	12
3.5.4	Intent	12
3.5.5	Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities	12
3.6	Public Works	13
3.7	Provision of Real Property Interests by COUNTY	13
3.8	Regulation by Other Public Agencies	13
3.9	Tentative Tract Map Extension	13
3.10	Vesting Tentative Maps	13
3.11	Limited Role of PROPERTY OWNER	14
4.	PUBLIC BENEFITS	14
4.1	Intent	14
4.2	Public Benefits for Commercial Cannabis Activities	14
4.2.1	Annual Public Benefit Base Payments	14
4.2.2	Subsequent Annual Base Payments	14
4.3	Annual Additional Public Benefits	14
4.3.1	Subsequent Annual Additional Public Benefits	15
4.4	Taxes	15
4.5	Assessments	15

4.6	New Taxes	15
4.7	Vote on Future Assessments and Fees	15
5.	FINANCING OF PUBLIC IMPROVEMENTS	15
6.	REVIEW FOR COMPLIANCE	16
6.1	Annual Review	16
6.2	Special Review	16
6.3	Property Inspection	16
6.4	Records Inspection	17
6.5	Procedure	17
6.6	Proceedings Upon Modification or Termination	17
6.7	Hearing on Modification or Termination	17
6.8	Certificate of Agreement Compliance	18
7.	INCORPORATION AND ANNEXATION	18
7.1	Intent	18
7.2	Incorporation	18
7.3	Annexation	18
8.	DEFAULT AND REMEDIES	18
8.1	Remedies in General	18
8.2	Specific Performance	19
8.3	General Release	19
8.4	Termination or Modification of Agreement for Default of OWNER	20
8.5	Termination of Agreement for Default of COUNTY	20
8.6	Attorneys' Fees	20

9.	THIRD PARTY LITIGATION	20
9.1	General Plan Litigation	20
9.2	Third Party Litigation Concerning Agreement	21
9.3	Indemnity	21
9.4	Environment Assurances	21
9.5	Reservation of Rights	21
9.6	Survival	21
9.7	Exclusion of PROPERTY OWNER	22
10.	MORTGAGEE PROTECTION	22
11.	MISCELLANEOUS PROVISIONS	23
11.1	Recordation of Agreement	23
11.2	Entire Agreement	23
11.3	Severability	23
11.4	Interpretation and Governing Law	23
11.5	Section Headings	23
11.6	Gender and Number	23
11.7	Joint and Several Obligations	24
11.8	Time of Essence	24
11.9	Waiver	24
11.10	No Third Party Beneficiaries	24
11.11	Force Majeure	24
11.12	Mutual Covenants	24

11.13	Successors in Interest	24
11.14	Counterparts	24
11.15	Jurisdiction and Venue	24
11.16	Project as a Private Undertaking	25
11.17	Further Actions and Instruments	25
11.18	Eminent Domain	25
11.19	Agent for Service of Process	25
11.20	Designation of COUNTY Officials	26
11.21	Authority to Execute	26
SIGNATURES		27
Exhibits		29
	Exhibit "A" - Legal Description of the Property.	
	Exhibit "B" - Map of Property and Its Location.	
	Exhibit "C" - Existing Development Approvals.	
	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. 2000011

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"), HHI Riverside, LLC, a California limited liability company (hereinafter "PROPERTY OWNER") and the persons and entities listed below (hereinafter "OWNER"):

Sean St. Peter and Tara St. Peter

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 the calculated amount set forth in Exhibit “F”, 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 reconstruction of buildings and structures; the tenant improvements of structures, and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, “development” includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

- (a) Conditional use permits, and site plans;
- (b) Zoning Amendments;
- (c) General Plan Amendments
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits;
- (f) Any permits or entitlements necessary from the COUNTY;
- (g) Any easements necessary from COUNTY or any other land owner;
- (h) Specific plans and specific plan amendments;
- (i) Right of Entry agreements

1.1.8 “Development Exaction” means any requirement of the COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the

dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Plan” means the Existing 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 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.

5. The person or entity leasing the Property from PROPERTY OWNER and in control of the Commercial Cannabis Activity operating at the Property pursuant to the Conditional Use Permit.”

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. 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. PROPERTY OWNER shall have the right to transfer the Property and OWNER shall have the right to transfer the Commercial Cannabis Activity 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 interest in the Property.

(b) Concurrent with any such transfer or within fifteen (15) business days thereafter, transferring PROPERTY OWNER or 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 PROPERTY OWNER or OWNER or both, as appropriate, under this Agreement.

Should OWNER acquire or otherwise have control of the Property of the PROPERTY OWNER, or any portion of the Property of a PROPERTY OWNER through a transfer pursuant to this section, such OWNER shall still be subject to all provisions, obligations, and rights of this Agreement as an OWNER. It is understood and agreed by the parties that a PROPERTY OWNER transferring its rights to OWNER does not relieve OWNER of its obligations as an OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a

default by PROPERTY OWNER or 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 PROPERTY OWNER or OWNER shall continue to be obligated under this Agreement unless such transferring PROPERTY OWNER or OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring PROPERTY OWNER or OWNER of the following conditions:

- (a) PROPERTY OWNER or OWNER no longer have a legal or equitable interest in all or any part of the Property that has been transferred.
- (b) PROPERTY OWNER or OWNER is not then in default under this Agreement.
- (c) PROPERTY OWNER or 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 PROPERTY OWNER or 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, PROPERTY OWNER 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. 200031) 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 constitute an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements)" set forth in Resolution No. 2020-142.

(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 notwithstanding an event of force majeure and no evidence demonstrating intentions for continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 200031.

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

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

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either:
(i) when delivered in person to the recipient named below; (ii) on the date of delivery shown

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

If to COUNTY:

Clerk of the Board of Supervisors
Riverside County Administrative Center
4080 Lemon Street, First Floor
Riverside, CA 92502
Fax No. (951) 955-1071

with copies to:

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

and

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

and

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

If to PROPERTY OWNER:

HHI Riverside, LLC
Attn: Andreas Havadjias
3800 Orange Street, Suite 250
Riverside CA 92501

If to OWNER:

Sean and Tara St. Peter
4321 Balboa Avenue #162
San Diego, CA 92117

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

3. DEVELOPMENT OF THE PROPERTY.

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

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

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

appropriate within the exercise of its subjective business judgment.

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

- (a) Alter the permitted uses of the Property as a whole; or,
 - (b) Increase the density or intensity of use of the Property as a whole;
- or,
- (c) Increase the maximum height and size of permitted buildings or structures;
- or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
 - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Reservations of Authority.

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

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.
- (d) Regulations imposing Development Exactions. Development Exactions shall be applicable to development of the Property if such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the

Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

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

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

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

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

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

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

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

consents, even if the applicable state laws and regulations are altered following the Effective Date.

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

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

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

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(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 Limited Role of PROPERTY OWNER. The parties recognize that the PROPERTY OWNER is required to sign this Agreement pursuant to the terms of the COUNTY's Procedures and Requirements for the Consideration of Development Agreements and Government Code section 65865. The PROPERTY OWNER is nevertheless not Cannabis Owners as described in Board of Supervisors Policy B-9 and neither the burdens nor the benefits of this Agreement shall inure to such PROPERTY OWNER except that any transfer of the Property or any portion thereof by PROPERTY OWNER shall be subject to the provisions of Section 2.4 of this Agreement. Additionally, should PROPERTY OWNER meet either the definition of Cannabis Owners as described in Board of Supervisors Policy B-9 or of OWNER in section 1.1.15 of this Agreement, PROPERTY OWNER shall be subject to all provisions, obligations and rights of this Agreement as an OWNER.

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 XIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee or charge.

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

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

(a) In the event OWNER or PROPERTY 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 or PROPERTY OWNER prior to completion of any such conveyance.

(b) If OWNER or PROPERTY OWNER is in default in the payment of any taxes and/or assessments, then OWNER or PROPERTY 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, PROPERTY OWNER and OWNER shall allow COUNTY representatives access

to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 200031 and this Agreement.

6.4. Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating efforts to hire locally, and compliance with this Agreement and CUP No. 200031.

6.5 Procedure.

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

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

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

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to 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 PROPERTY OWNER and 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 PROPERTY OWNER and 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, PROPERTY OWNER and OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. PROPERTY OWNER and 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 PROPERTY OWNER and OWNER. If the Board of Supervisors finds, based upon substantial evidence, that PROPERTY OWNER or 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 an uncured 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. PROPERTY OWNER and 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 PROPERTY OWNER, 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 PROPERTY OWNER or OWNER, or to any successor in interest of PROPERTY OWNER or OWNER, or to any other person, and PROPERTY OWNER or OWNER covenants not to sue for damages or claim any damages but reserves their rights to claim for specific performance and all other non-monetary relief:

- (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. PROPERTY OWNER is not liable to COUNTY for damages under this Agreement.

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, PROPERTY OWNER and 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, after requisite notice, 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 and PROPERTY 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 and PROPERTY OWNER 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. PROPERTY OWNER and OWNER have 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 PROPERTY OWNER or 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 and PROPERTY OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER and PROPERTY 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 reasonable 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 reasonable 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.

9.7 Exclusion of PROPERTY OWNER. Consistent with Section 3.11 of this Agreement, COUNTY is not obligated to defend Development Approvals on behalf of PROPERTY OWNER in their role as PROPERTY OWNER and PROPERTY OWNER accordingly has no obligation to defend or indemnify COUNTY in any matter. Nothing in this section shall be construed to limit the obligations of OWNER to defend and indemnify COUNTY as set forth in Sections 9.2, 9.3 and 9.4 above.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit PROPERTY OWNER or OWNER, in any manner, at PROPERTY OWNER's or 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 PROPERTY OWNER or 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 PROPERTY OWNER or OWNER in the performance of PROPERTY OWNER's or 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 PROPERTY OWNER or 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 PROPERTY OWNER or 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, pandemics, 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 PROPERTY OWNER 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 or PROPERTY 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 PROPERTY OWNER or 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, PROPERTY OWNER or 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 PROPERTY OWNER or OWNER. If for any reason service of such process upon such agent is not feasible, then in such event PROPERTY OWNER or OWNER may be personally served with such process out of this County and such service shall constitute valid service upon PROPERTY OWNER or OWNER. PROPERTY OWNER or OWNER are amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. PROPERTY OWNER or 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 PROPERTY OWNER or OWNER warrants and represents that he/she/it has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he/she/it has the authority to bind PROPERTY OWNER or 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: _____
Karen Spiegel
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy
(SEAL)

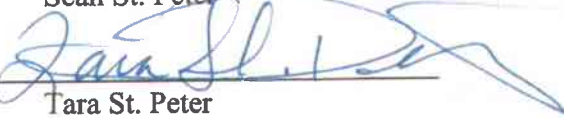
FORM APPROVED COUNTY COUNSEL
BY:  _____ 2/2/21
MICHELLE CLACK DATE

OWNER:

Dated: 1.28.21

By: 
Sean St. Peter

Dated: 1.28.21

By: 
Tara St. Peter

PROPERTY OWNER:

HHI Riverside, LLC, a California limited liability company

Dated: 1.27.21

By: 
Makis A. Havadjia, Manager

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

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On January 28, 2021 before me, Bridget G. Kotz (notary public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Bridget G. Kotz (Seal)

*County of Riverside
Development Agreement # 2000011
HHI Riverside, LLC and Sean + Tara St. Peter
APN # 317-110-070*

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 Diego

On January 28, 2021 before me, Bridget G. Kotz (notary public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Bridget G. Kotz* (Seal)



*County of Riverside
Development Agreement #2008011
HHI Riverside, LLC and Seem Tara St. Peter
APN # 317-110-070*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)
On Jan. 27 2021 before me, Michelle A Delawder Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Makis A. Havadjia
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle A Delawder
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT "A"

Development Agreement No. 2000011

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Perris, County of Riverside, State of California, described as follows:

PARCEL D AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. 04994, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 27, 2006 AS INSTRUMENT NO. 2006- 0140212 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 4 OF PARCEL MAP NO. 29716, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210, PAGES 12 AND 13, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MESSENIA LANE 78.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 23° 57' 13" EAST 126.02 FEET;

THENCE SOUTH 65° 41' 19" WEST 370.40 FEET TO THE EAST RIGHT OF WAY OF HARVILL LANE, 100.00 FEET WIDE AS SHOWN ON SAID PARCEL MAP, AND ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 59° 05' 07" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE 151.50 FEET THROUGH A CENTRAL ANGLE OF 10° 51' 00"; THENCE NORTH 25° 55' 21" EAST 34.73 FEET;

THENCE NORTH 74° 36' 52" EAST 255.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 639.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 95.17 FEET THROUGH A CENTRAL ANGLE OF 8° 32' 00" TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ENTIRE MINERAL ESTATE LYING NOT LESS THAN 500.00 FEET BENEATH THE NATURAL SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, IN THE DOCUMENT RECORDED AUGUST 26, 1988 AS INSTRUMENT NO. 244771 OFFICIAL RECORDS.

APN: 317-110-070

EXHIBIT "B"

Development Agreement No. 2000011

MAP OF PROPERTY AND ITS LOCATION



CUP 200031 DA 2000011 (APN 317110070) - southeast corner of Messenia Ln and Harvill Ave intersection

EXHIBIT "C"

Development Agreement No. 2000011

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS

Conditional Use Permit No. 20031

Plot Plan No. 25699

Variance No. 1893

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. 2000011

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. 2020-142 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. 2000011

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 200031 permits a Cannabis Retailer and distribution facility within 4,646 square feet of an existing 8,892 square foot building. The Cannabis Retailer will include 4,274 square feet of retail and 372 square feet of distribution along with supporting storage, office, employee break area, and reception areas.

EXHIBIT "F"

Development Agreement No. 2000011

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 200031 will occupy 4,646 square feet of an existing 8,892 square foot building and will include retail and distribution along with supporting storage, office, employee break area, and reception areas as more specifically shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is the following: \$18.00 per square foot for the retail and \$3.00 per square foot for the distribution. Therefore, the public base benefit payment will be \$78,048.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 2000011

CANNABIS AREA CALCULATION EXHIBIT

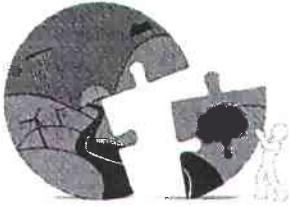
The Cannabis Area calculation includes the following: 4,274 square feet for the retail and 372 square feet for the distribution totaling 4,646 square feet within an existing 8,892 square foot building. The 4,646 square feet will be used for the Cannabis Retailer with distribution as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 2000011

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$97,560.00 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, OWNER will make efforts to hire locally and 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

Applicant-Property Owner Signature Form

This Form is to be completed and signed (print name, signature and date signed) by the Applicant and the Property Owner(s) of the property(ies) underlying most Planning Department Applications. This signed Form is to be included as part of an Application package.

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

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Form is signed and submitted as part of a complete application to the County of Riverside. The 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. The 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.

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. 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.

This application shall only be signed by an authorized representative of the Applicant and the Property Owner. The person(s) signing this Form represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant.

To ensure quality service, the 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 Applicant or Property Owner information changes.

Sean St.Peter

Printed Name of Applicant

Sean St.Peter

Signature of Applicant

8/19/20

Date Signed

Applicant-Property Owner Signature Form

Note: Property owner(s)'s signatures are NOT required for the following applications or requests:

Geological Report Review	Request for Appeal
Request for Application Withdrawal or Rights Transfer	Request for Deposit for Planning Research
Request for Pre-Application Review	Request for Rough Grading Permit Planning Clearance
Request for Planning Condition Clearance	Request for Zoning Affidavit or Rebuild Letter

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, County personnel, or its agents, may enter the subject property 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.

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Property Owner acknowledges that the Applicant is authorized to submit this application 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 within 15 days of the service by mail of notice to said property Owner by the County. This application shall only be submitted by an authorized representative of the Applicant and the Property Owner. The person(s) submitting this application represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Applicant Contact section above.

INDEMNIFICATION AGREEMENT

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 Tract Map, Tentative Parcel Map, Revised Map, Map Minor Change, Reversion to Acreage, Conditional Use Permit, Public Use Permit, Surface Mining Permit and/or Reclamation Plan, Wind Energy Conversion System Permit, Hazardous Waste Siting Permit, Minor Temporary Event Permit, Plot Plan, Substantial Conformance (to any Permit or Plot Plan), Revised Permit, (to any Permit or Plot Plan), Variance, Setback Adjustment; General Plan Amendment, Specific Plan, Specific Plan Amendment, Specific Plan Substantial Conformance, Zoning Amendment; 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.

Applicant-Property Owner Signature Form

HHI Riverside, LLC-Makis Havad
Printed Name of Property Owner

[Handwritten Signature]
Signature of Property Owner

August 17, 2020
Date Signed

Printed Name of Property Owner

Signature of Property Owner

Date Signed

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 additional completed and signed Additional Property Owner Signature Form(s) for those persons or entities having an interest in the real property(ies) involved in this application and acknowledge the Authority Given, the Agreement for Payment, and Indemnification Agreement Sections above.

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.
- 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.

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 facility co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

PROPERTY INFORMATION:	
Assessor's Parcel Number(s):	
	317-110-70
Approximate Gross Acreage:	1.0 AC

Applicant-Property Owner Signature Form

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms_Applicant_Property_Owner_Signature_Form.docx
Revised: 04/08/2020

11/18

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to two (2) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: SEAN ST. PETER

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: 619-618-8139

Date: 2.9.21 **Agenda #** 21.1

PLEASE STATE YOUR POSITION BELOW:

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

Support **Oppose** **Neutral**

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

Support **Oppose** **Neutral**

I give my 2 minutes to: _____

(Revised: 01/11/2021)

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. **YOUR TIME WILL BE LIMITED TO TWO (2) MINUTES.**

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards or posters into the hearing room.

Individual Speaker Limits:

Individual speakers are limited to a maximum of two (2) minutes. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 20 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict two (2) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to six (6) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first two (2) minutes, with the remaining four (4) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using course, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.

THE PRESS-ENTERPRISE

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

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

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH - CUP200031, DA2000011 /

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:

01/30/2021

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

Date: January 30, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011438396-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE MEAD VALLEY AREA PLAN, FIRST SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, February 09, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 200031 (CUP200031)**, which proposes for a Commercial Cannabis Facility, that includes cannabis retail sales and distribution (Facility). The cannabis facility will occupy 4,646 sq. ft. of a portion of a retail center (Plot Plan No. 25699). The total building area is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The Facility will include one (1) ADA and 22 non-ADA parking spaces. The cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The cannabis distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. **Development Agreement No. 2000011 (DA2000011) and Ordinance No. 664.69** 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 Mead Valley Area. The project is located northerly of Calalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 in the First Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project is exempt from the California Environmental Quality Act (CEQA); approve **CUP200031**; introduce, read title, and waive further reading of, and adopt **Ordinance No. 664.69** approving **DA2000011**.

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT PHAYVANH NANTHAVONGDOUANGSY, PRINCIPAL PLANNER, AT (951) 955-6573 OR EMAIL PNANTHAV@RIVCO.ORG.

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

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

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 21, 2021 Kecia Harper, Clerk of the Board
By: Hannah Lumanaw, Board Assistant
Press-Enterprise: 1/30

TLMA/Planning
Item 21.1 of
02/09/21

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE MEAD VALLEY AREA PLAN, FIRST SUPERVISORIAL DISTRICT

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The Planning Department recommends that the Board of Supervisors find that the project is exempt from the California Environmental Quality Act (CEQA); approve **CUP200031**; introduce, read title, and waive further reading of, and adopt **Ordinance No. 664.69** approving **DA2000011**.

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT PHAYVANH NANTHAVONGDOUANGSY, , AT (951) 955-6573 OR EMAIL PNANTHAV@RIVCO.ORG.

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

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

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 21, 2021

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



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

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

January 21, 2021

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

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

RE: NOTICE OF PUBLIC HEARING: CUP200031, DA2000011

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, January 30, 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 HARPER, CLERK OF THE BOARD

CERTIFICATE OF POSTING

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

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on January 26, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

NOTICE OF PUBLIC HEARING

CUP200031, DA2000011

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

Board Agenda Date: February 09, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw DATE: January 26, 2021
Hannah Lumanauw

CERTIFICATE OF MAILING

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

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on January 26, 2020, I mailed a copy of the following document:

NOTICE OF PUBLIC HEARING

CUP200031, DA2000011

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

Board Agenda Date: February 09, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw
Hannah Lumanauw

DATE: January 26, 2021



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Interim TLMA Director

DATE: 01/21/21

TO: Clerk of the Board of Supervisors – February 9, 2021 BOS meeting

FROM: Planning Department – Riverside – Phayvanh Nanthavongdouangsy, Project Planner (5-6573)

SUBJECT: CUP200031, DA1900011

(Charge your time to these case numbers)

TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 200031, ORDINANCE NO. 664.69 and DEVELOPMENT AGREEMENT NO. 2000011 – CEQA EXEMPT (SECTIONS 15301 and 15303) – Applicant: Cannabis 21+– **Engineer/Representative:** Sean Anthony St. Peter- **First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CDCR) (0.20-0.35 FAR) – Location:** Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – **1.00 Gross Acres – Zoning:** Scenic Highway Commercial (C-P-S)– **REQUEST:** Conditional Use Permit No. 200031 is a proposal for a Commercial Cannabis Facility, that includes cannabis retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The project will include one (1) ADA and 22 non-ADA parking spaces. The Cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The Cannabis Distribution Facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. Development Agreement No. 2000011 and Ordinance No. 664.69 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 Mead Valley Area. [Applicant Fees 100%]

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

- Place on Administrative Action
 - Receive & File
 - EOT
- Labels provided If Set For Hearing
 - 10 Day 20 Day 30 day
- Place on Consent Calendar
- Place on Policy Calendar (Resolutions; Ordinances; PNC)
- Place on Section Initiation Proceeding (GPIP)
- Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- Publish in Newspaper:
- (1st District Press Enterprise)**
 - CEQA Exempt
 - 10 Day 20 Day 30 day
 - Notify Property Owners (app/agencies/property owner labels provided)

Designate Newspaper used by Planning Department for Notice of Hearing:
Press Enterprise

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

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

“Planning Our Future... Preserving Our Past”

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



ITEM:
(ID # 14346)

MEETING DATE:

Tuesday, February 09, 2021

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 200031, ORDINANCE NO. 664.69 and DEVELOPMENT AGREEMENT NO. 2000011 – CEQA EXEMPT (SECTIONS 15301 and 15303) – Applicant: Cannabis 21+– Engineer/Representative: Sean Anthony St. Peter- First Supervisorial District – North Perris Zoning Area – Mead Valley Area Plan – Community Development: Commercial Retail (CD:CR) (0.20-0.35 FAR) – Location: Northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 – 1.00 Gross Acres – Zoning: Scenic Highway Commercial (C-P-S)– REQUEST: Conditional Use Permit No. 200031 is a proposal for a Commercial Cannabis Facility, that includes cannabis retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The project will include one (1) ADA and 22 non-ADA parking spaces. The Cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The Cannabis Distribution Facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. Development Agreement No. 2000011 and Ordinance No. 664.69 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 Mead Valley Area. [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 Article 19 Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report; and,
2. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT on** successive weeks ORDINANCE NO. 664.69 an Ordinance of the County of Riverside approving Development Agreement No. 2000011, based on the findings in this staff report; and,

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

3. **APPROVE** CONDITIONAL USE PERMIT NO. 200031, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

ACTION: Set for Hearing

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Commercial Cannabis Activities Background:

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 could 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.

On May 19, 2020, the Board of Supervisors approved the second year of the Cannabis Regulatory Program, allowing interested parties to directly submit applications for Conditional Use Permits that will be evaluated through the environmental and public review and hearing process on a case-by-case basis. The application for Conditional Use Permit No. 2000031 (CUP200031) and Development Agreement No. 2000011 (DA2000011) was submitted on September 8, 2020.

Project Details:

CUP200031 is a proposal for a Commercial Cannabis facility that includes retail sales and distribution. The cannabis facility will occupy 4,646 SF of an 8,892 SF building that was previously approved through Plot Plan No. 25699 (PP25699) that is yet to be constructed. The retail area is 4,274 SF and the distribution area is 372 SF. The cannabis retail store hours of operation will be from 8:00 a.m. to 10:00 p.m., 7-days a week and delivery hours will be 8:00 a.m. to 9:00 p.m., 7-days a week. The distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. and 10:00 p.m. In accordance with approved PP25699, the parking area will be improved to accommodate 45 parking spaces. The project requires by 23 of the total 45 spaces.

The description as included above constitutes the “Project” as further referenced in this report.

Plot Plan No. 25699 Background

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

The Planning Director approved PP25699 and Variance No. 1893 and adopted the associated mitigated negative declaration on February 8, 2019. PP25699 provides land use entitlement for a retail shopping center that includes four commercial buildings, one 75'-free-standing pylon sign, two 6'-monument signs, and 146 parking spaces, and 8 ADA-compliant parking spaces. PP25699 includes four separate parcels that in total, encompasses approximately 5.06 acres. The buildings are anticipated to be built in four phases. Building A is a 3,252 sq. ft. drive-thru restaurant for a Farmer Boys Restaurant. Building B will be a 3,434 sq. ft. drive-thru restaurant for a future tenant. Building C, totaling 3,980 sq. ft., consists of three units and includes a drive-thru for a future tenant. Building D, totaling 8,892 sq. ft., was approved for seven retail units. CUP200031 is being evaluated for a portion of Building D.

Thus far, Building A and the free-standing pylon sign has been constructed. PP25699 site was partially improved to include paved and striped parking area, landscaping, road improvements, and sidewalks. The pads for the remaining buildings have been graded.

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 lifestyles, 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 General Plan 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 retail, community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned C-P-S (Scenic Highway Commercial). Pursuant to Ordinance No. 348, Article XIXh, Sections 19.518 and 19.520, Cannabis Retailers and Cannabis Distribution Facilities are allowed in the C-P-S 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-P-S Zone and those set forth in Sections 19.519 and 19.521 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

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

The approved landscaped plans for PP25699 is in accordance with the County of Riverside Ordinance No. 348 and Ordinance No. 859. The project was conditioned to meet or exceed landscaping required and installed for PP25699. An updated landscape plan is required prior to the issuance of the building permit.

Development Agreement No. 2000011

All Commercial Cannabis Activities are required to have an approved development agreement (DA) pursuant to Board Policy B-9 and Ordinance No. 348 section 19.507. The DA will solidify public benefits that the applicant will provide to the surrounding community, as well as set the permit expiration date. As such, 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. 2000011 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 \$78,048.00 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 \$97,560.00, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Mead Valley area, to be allocated by the Board of Supervisors to projects and services that benefit

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

the community. 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, owner will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.69, an Ordinance of the County of Riverside Approving DA2000011, incorporates by reference DA2000011 consistent with Government Code section 65867.5.

Airport Land Use Commission

The project site is located within the Airport Influence Area ("AIA") boundary and is therefore is subject to the Airport Land Use Commission ("ALUC") review. On November 12, 2020 ALUC found the project to be consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan subject to a set of conditions. The recommended conditions are included as part of the project's Conditions of Approval 15 Planning. 3. ALUC Conditions.

Mead Valley Municipal Advisory Committee

The applicant presented the proposed project to the Mead Valley Municipal Advisory Committee (MAC) on November 4, 2020. There were no concerns or opposition raised during the MAC.

Planning Commission

The Riverside County Planning Commission considered project at a regularly scheduled public hearing held on January 6, 2021. Staff provided a memo to the commission that included Exhibit B (Elevation), Exhibit C (Floor Plans), and Exhibit M (Material Board) that were not included in the published Planning Commission Staff Report. The memo also included staff's recommended update to Conditions of Approval 15. Planning 23 require a security guard be present on-site 24 hours a day, 7 days a week. The applicant agreed to accept all recommended conditions of approval for CUP200031. The Planning Commission recommended approval of CUP200031 and DA2000011 by a unanimous vote (5-0). No public comments were provided.

Impact on Citizens 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

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

by reference, no exceptions pursuant to State CEQA Guidelines section 15300.2 apply. Accordingly, there will be no impacts on citizens 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 and STAFF MEMO**
- C. **ORDINANCE NO. 664.69**
- D. **DEVELOPMENT AGREEMENT NO. 200011**
- E. **INDEMNIFICATION AGREEMENT FORM**

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on November 20, 2020,

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

APN (s) or case numbers CUP200031 / DA2000011 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1600'

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

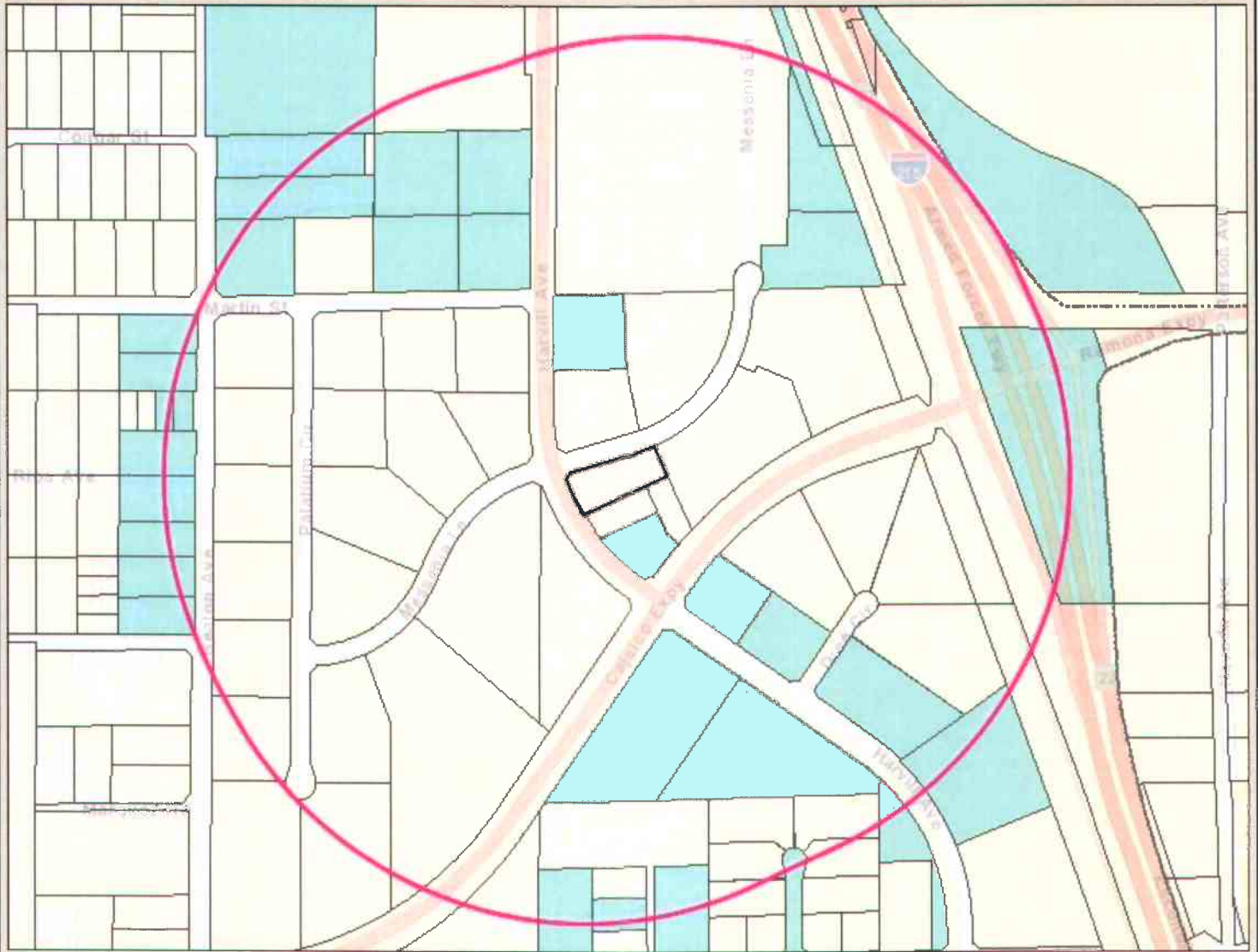
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP200031 / DA2000011 (1600 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0 752 1,505 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... 11/20/2020 11:14:41 AM

© Riverside County RCIT

314130028
 PSLQ INC
 18890 SEATON AVE
 PERRIS CA 92570

314180024
 OPTIMUS BUILDING CORP
 629 DUFRANC AVE
 SEBASTOPOL CA 95472

317110057
 HHI RIVERSIDE
 3800 ORANGE ST NO 250
 RIVERSIDE CA 92501

317130034
 VCH NO 1
 1000 PIONEER WAY
 EL CAJON CA 92020

317110035
 RIVERSIDE COUNTY TRAVEL ZONE CENTER
 23261 CAJALCO EXPRS
 PERRIS CA 92571

317120016
 STATE OF CALIF
 464 W FOURTH ST 6TH FL
 SAN BERNARDINO CA 92401

317110051
 SABA FAMILY TRUST 7/24/18
 41309 AVENIDA BIONA
 TEMECULA CA 92591

317300016
 SUSANA GONZALEZ
 19081 SEATON AVE
 PERRIS CA 92570

314310016
 MAJESTIC FREEWAY BUSINESS CENTER
 13191 CROSSROADS N 5TH FL
 CITY OF INDUSTRY CA 91746

314130023
 MAJESTIC FREEWAY BUSINESS CENTER
 13191 CROSSROADS N 6TH FL
 CITY OF INDUSTRY CA 91746

317110021
 JAM HALL
 7879 PINE CREST DR
 RIVERSIDE CA 92506

317110004
 KAVIANNA INC
 10759 SAFFRON ST
 FONTANA CA 92337

317110029
 RIVERSIDE COUNTY TRANSPORTATION
 4080 LEMON ST 3RD FL
 RIVERSIDE CA 92501

317110073
 FAYEZ SEDRAK
 2337 NORCO DR
 NORCO CA 92860

314310010
MAJESTIC FREEWAY BUSINESS CENTER #10
13191 CROSSROADS PKWY NO SIXTH FLOOR
CITY OF INDUSTRY CA 91746

317110009
PAUL N. WARNER
P O BOX 1381
MORENO VALLEY CA 92556

317110028
FAYEZ SEDRAK
19248 HARVILL AVE
PERRIS CA 92570

317300006
GONZALO MECILLAS
22985 MARTIN ST
PERRIS CA 92570

317300007
ADILENE GUZMAN
19660 GLENWOOD AVE
RIVERSIDE CA 92508

317310009
MANUEL L. SILVA
19201 SEATON AVE
PERRIS CA 92570

314130015
MAJESTIC FREEWAY BUSINESS CENTER
13191 CROSSROADS PARK N
LA PUENTE CA 91746

314130020
SEAN & PARTNERS
8577 CANDLEWOOD ST
CHINO CA 91708

317310008
GILMA ZELEDON
19195 SEATON AVE
PERRIS CA 92570

317110034
PINNACLE REAL ESTATE HOLDINGS
23261 CAJALCO EXPRS
PERRIS CA 92571

317110038
SABA FAMILY TRUST DATED 07/24/2018
41309 AVENIDA BIONA
TEMECULA CA 92591

317300009
PEDREGON ROBERT
19121 SEATON ST
PERRIS CA 92570

314130007
SEATON PERRY
18W140 BUTTERFIELD RD STE 750
OAKBROOK TER IL 60181

314130011
MARK S. BLACKBURN
29390 VIA NORTE
TEMECULA CA 92591

314130026
 MAJESTIC FREEWAY BUSINESS CENTER
 13191 CROSSROADS PKWY N
 LA PUENTE CA 91746

314140032
 RIVERSIDE COUNTY TRANSPORTATION
 PO BOX 12008
 RIVERSIDE CA 92502

317110006
 CHARLES B. SIROONIAN
 14150 VINE PL
 CERRITOS CA 90703

317300019
 DEBBI A. HURTADO
 19091 SEATON AVE
 PERRIS CA 92570

317310007
 TODD THOMPSON
 8661 MILLPOND PL
 RIVERSIDE CA 92508

317310021
 19249 SEATON TRUST
 P O BOX 1381
 MORENO VALLEY CA 92556

314130027
 MAJESTIC FREEWAY BUSINESS CENTER
 13191 CROSSROADS PKY N
 LA PUENTE CA 91746

Sean Anthony St. Peter
4231 Baloba Ave. Suite 162
San Diego CA 92117

Attention Joe Mineo
HHI Riverside, LLC
3800 Orange Street #250
Riverside, CA 92501

City of Perris
ATTN: Kenneth Phung
Planning Manager
101 N. D Street
Perris, CA 92570

Caryn Bailey
1286 University Ave. Suite 137
San Diego CA 92103

Tara St. Peter
2530 Grandview Street
San Diego CA 92110

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

2021 MAR - 1 PM 12: 13

Receipt #: 21-41322

State Clearinghouse # (if applicable): _____

Lead Agency: RIVERSIDE COUNTY CLERK OF THE BOARD OF SUPERVISORS Date: 01/28/2021

County Agency of Filing: RIVERSIDE Document No: E-202100094

Project Title: NOTICE OF PUBLIC HEARING CUP200031 DA NO. 2000011 ORD NO. 664.69

Project Applicant Name: RIVERSIDE COUNTY CLERK OF THE BOARD OF Phone Number: (951) 955-1060

Project Applicant Address: 4080 LEMON STREET 1ST FLOOR, ROOM 127, RIVERSIDE, CA 92501

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report _____
- Negative Declaration _____
- Application Fee Water Diversion (State Water Resources Control Board Only) _____
- Project Subject to Certified Regulatory Programs _____
- County Administration Fee _____ \$0.00
 - Project that is exempt from fees (DFG No Effect Determination (Form Attached))
 - Project that is exempt from fees (Notice of Exemption)

Total Received _____ \$0.00

Signature and title of person receiving payment: U. Sandral Deputy _____

Notes:

2/9/21 21.1
2021-3-148890

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE MEAD VALLEY AREA PLAN, FIRST SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, February 09, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 200031 (CUP200031)**, which proposes for a Commercial Cannabis Facility, that includes cannabis retail sales and distribution (Facility). The cannabis facility will occupy 4,646 sq. ft. of a portion of a retail center (Plot Plan No. 25699). The total building area is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The Facility will include one (1) ADA and 22 non-ADA parking spaces. The cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The cannabis distribution facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. **Development Agreement No. 2000011 (DA2000011)** and **Ordinance No. 664.69** 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 Mead Valley Area. The project is located northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 in the First Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project is exempt from the California Environmental Quality Act (CEQA); approve **CUP200031**; introduce, read title, and waive further reading of, and adopt **Ordinance No. 664.69** approving **DA2000011**.

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT PHAYVANH NANTHAVONGDOUANGSY, PRINCIPAL PLANNER, AT (951) 955-6573 OR EMAIL PNANTHAV@RIVCO.ORG.

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

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

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202100094
01/28/2021 10:57 AM Fee: \$ 0.00
Page 1 of 2

Removed: 02/22/21 By: *JCA* Deputy



request to individuals with disabilities. If you require reasonable
Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 21, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

2021 MAR - 1 PM 12:13

Receipt #: 21-35789

State Clearinghouse # (if applicable): _____

Lead Agency: RIVERSIDE COUNTY CLERK OF THE BOARD OF SUPERVISORS Date: 01/26/2021

County Agency of Filing: RIVERSIDE Document No: E-202100063

Project Title: NOPH CUP200031 DA2000011

Project Applicant Name: RIVERSIDE COUNTY CLERK OF THE BOARD OF Phone Number: (951) 955-1060

Project Applicant Address: 4080 LEMON STREET 1ST FLOOR ROOM 127, RIVERSIDE, CA 92501

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report _____
 - Negative Declaration _____
 - Application Fee Water Diversion (State Water Resources Control Board Only) _____
 - Project Subject to Certified Regulatory Programs _____
 - County Administration Fee _____ \$0.00
 - Project that is exempt from fees (DFG No Effect Determination (Form Attached))
 - Project that is exempt from fees (Notice of Exemption)
- Total Received** _____ **\$0.00**

Signature and title of person receiving payment: U. Sandral Deputy _____

Notes:

2/9/21 21-1
2021-3-148891



Lead Agency: Clerk of the Board of Supervisors
ATTN: Phayvanh Nanthavongdouangsy
Address: 4080 Lemon Street 1st fl. Rm 127
Riverside, Ca. 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202100063
01/26/2021 09:22 AM Fee: \$ 0.00
Page 1 of 3

Removed: 02-22-21 By: *gcb* Deputy



(SPACE FOR CLERK'S USE)

Project Title

Notice of Public Hearing CUP200031, DA2000011

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: Notice of Public Hearing

Notes

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE MEAD VALLEY AREA PLAN, FIRST SUPERVISORIAL DISTRICT

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

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 21, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant

THE PRESS-ENTERPRISE

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

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

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice of Adoption - Ordinance No. 664.69 /

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:

02/19/2021

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

Date: February 19, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011443151-01

P.O. Number:

Ad Copy:

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

ORDINANCE NO. 664.69 AN ORDINANCE OF THE COUNTY OF RIVERSIDE APPROVING DEVELOPMENT AGREEMENT NO. 2000011

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 2000011, 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 Chair 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. 2000011 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 **February 09, 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: 2/19

TRMA / Planning

Item 21.1 of

02/09/2021



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

February 16, 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. 664.69

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Friday, February 19, 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. 664.69
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 2000011

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Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 2000011, 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 Chair 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. 2000011 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 **February 09, 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

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE MEAD VALLEY AREA PLAN, FIRST SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, February 09, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 200031 (CUP200031)**, which proposes for a Commercial Cannabis Facility, that includes cannabis retail sales and distribution. The cannabis facility will occupy 4,646 sq. ft. of Building D that was approved as part of a retail center (Plot Plan No. 25699). The total building area of Building D is 8,892 sq. ft. that is yet to be constructed. The project includes a 4,274 sq. ft. cannabis retail area and a 372 sq. ft. distribution area. The parcel has been graded and partially improved pursuant to the approved plot plan. The project will include one (1) ADA and 22 non-ADA parking spaces. The Cannabis retail store front hours of operation will be 8:00 a.m. to 10:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. The Cannabis Distribution Facility will be closed to the public and will also operate between the hours of 8:00 a.m. to 10:00 p.m., 7-days a week. **Development Agreement No. 2000011 (DA2000011)** and **Ordinance No. 664.69** 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 Mead Valley Area. The project is located northerly of Cajalco Expressway, southerly of Messenia Lane, easterly of Harvill Avenue, and westerly of Interstate 215 in the First Supervisorial District.

The Planning Department recommends that the Board of Supervisors find that the project is exempt from the California Environmental Quality Act (CEQA); approve **CUP200031**; introduce, read title, and waive further reading of, and adopt **Ordinance No. 664.69** approving **DA2000011**.

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT PHAYVANH NANTHAVONGDOUANGSY, , AT (951) 955-6573 OR EMAIL PNANTHAV@RIVCO.ORG.

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

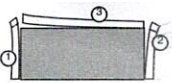
If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as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

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

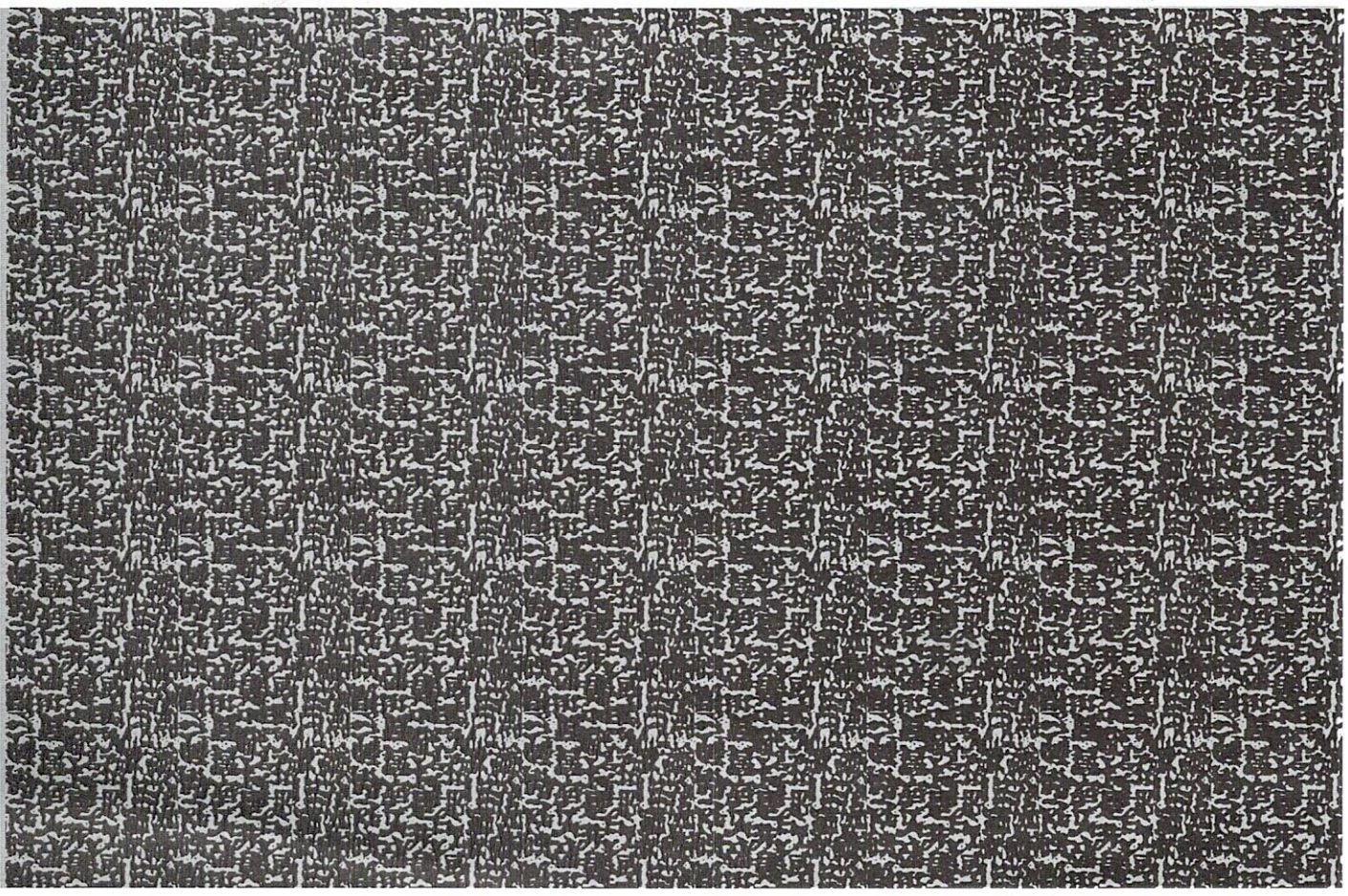
Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: January 21, 2021

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



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

PUBLIC HEARING NOTICE
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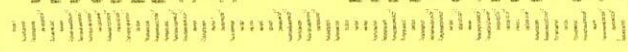
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CLERK / BOARD OF SUPERVISORS

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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON ADOPTION OF A MITIGATED NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT, CHANGE OF ZONE, CONDITIONAL USE PERMIT, AND A TENTATIVE PARCEL MAP IN THE EASTERN COACHELLA VALLEY AREA PLAN, FOURTH SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, February 09, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval on **General Plan Amendment No. 190012 (GPA 190012)**, which proposes to change the existing General Plan Foundation Component and Land Use Designation from Agriculture: Agriculture (AG) to Community Development: Mixed Use Planning Area (CD:MUA) on 27.11 acres. **Change of Zone No. 1900034 (CZ1900034)**, which proposes to change the existing Zoning Classifications for the project site from Light Agriculture – 20-Acre Minimum (A-1-20) and Rural Commercial (C-R) to Mixed Use (MU) on the 27.11 acres. **Tentative Parcel Map No. 37801**, which proposes for a Schedule "E" subdivision of 23.21 gross acres into seven parcels ranging from 1.13 acres to 6.48 acres. **Conditional Use Permit No. 190030 (CUP190030)**, which proposes to construct a 7,550-square-foot multi-tenant retail building, a 5,800-square-foot gas station with a convenience store including sale of beer and wine, 8 fueling pump stations with a canopy (which offers 16 fueling positions), a 15,800-square-foot pharmacy retail building with sale of beer, wine, and liquor, a 2,400-square-foot fast food restaurant with a drive-thru, and a 158,000-square-foot two-story assisted living facility with 128 units on 23.21 acres. Parking for the project would consist of 322 parking spaces; including 13 electric vehicle and 14 disabled person parking spaces. Additionally, the project would also provide a school bus lane for the neighboring elementary school (Westside Elementary School). This project is north of Otymar Lane, south of Airport Boulevard, east of Monroe street of Fourth Supervisorial District.

The Planning Department recommends that the Board of Supervisors tentatively approve the project and adopt a Mitigated Negative Declaration.

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, URBAN REGIONAL PLANNER IV, AT (951)-955-6060 OR EMAIL TWHEELER@RIVCO.ORG.

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

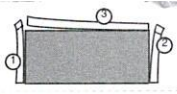
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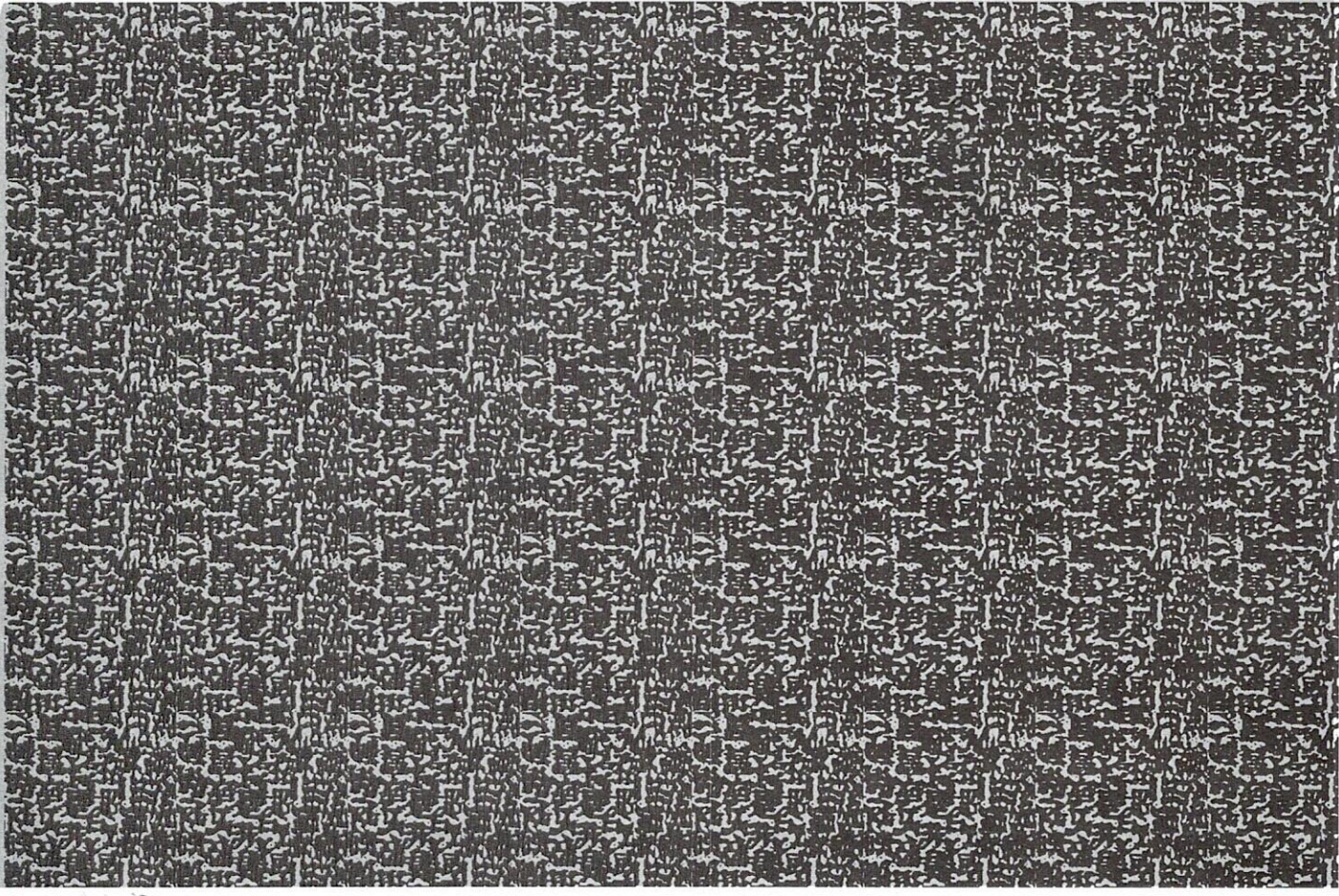
Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email cob@rivco.org

Dated: January 21, 2021

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



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

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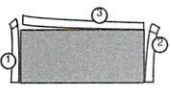
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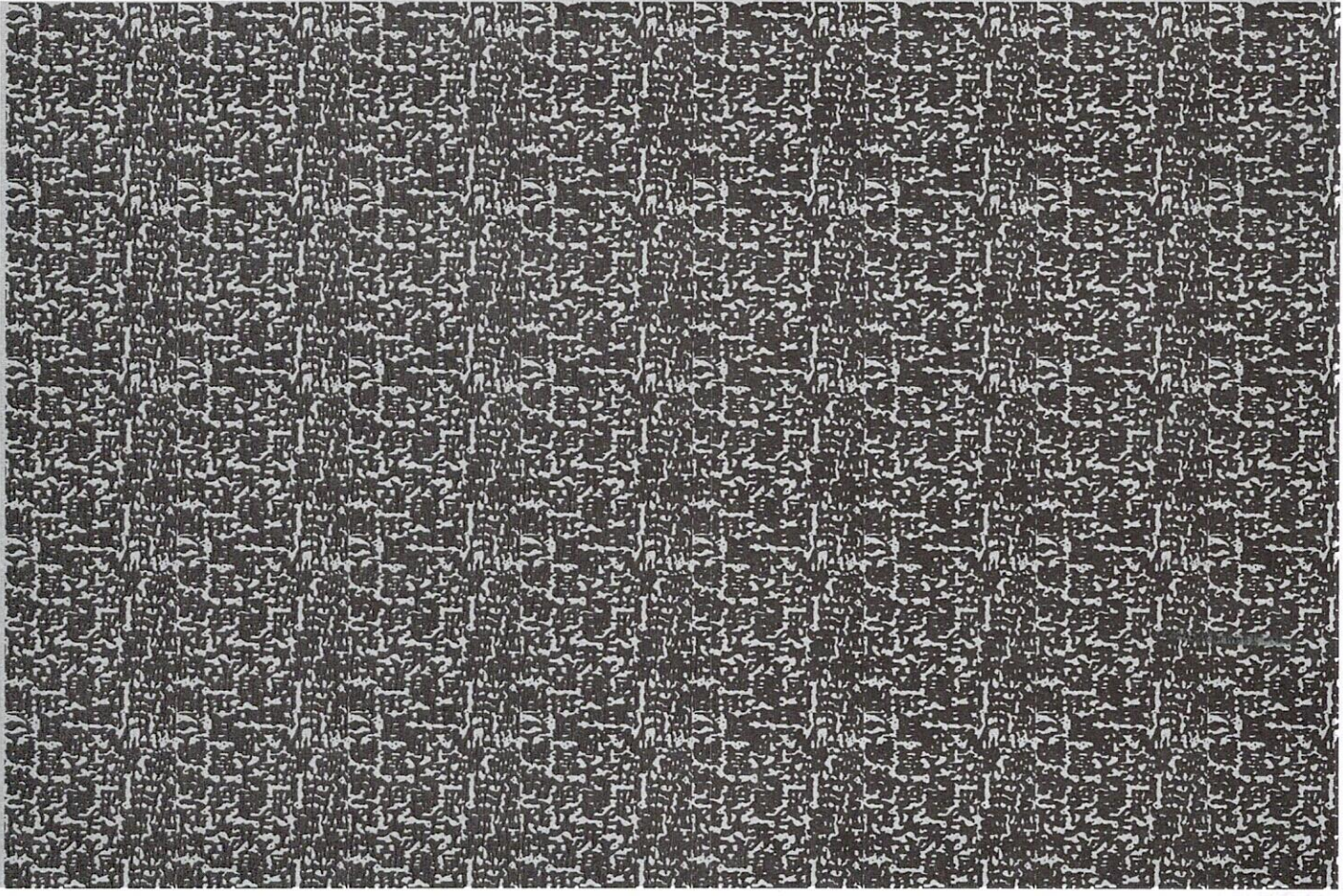
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Dated: January 21, 2021

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



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Riverside County Clerk of the Board
County Administrative Center
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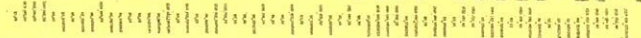
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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON ADOPTION OF A MITIGATED NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT, CHANGE OF ZONE, CONDITIONAL USE PERMIT, AND A TENTATIVE PARCEL MAP IN THE EASTERN COACHELLA VALLEY AREA PLAN, FOURTH SUPERVISORIAL DISTRICT

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Dated: January 21, 2021

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

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

PUBLIC HEARING NOTICE
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Monroe Properties, LLC.
10685 Roselle Street #200
San Diego, CA 92121
Attn: Vance Campbell

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