

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



**ITEM: 21.1  
(ID # 12878)**

**MEETING DATE:**

Tuesday, March 02, 2021

**FROM:** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190053, Ordinance No. 664.70 and Development Agreement No. 1900044 – Exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061 (b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: River Releaf – Engineer/Representative: Infrastructure Engineers – First Supervisorial District – Glen Ivy Area – Temescal Canyon Area Plan: Community Development: Light Industrial (CD:LI) – Location: west of Temescal Canyon Road at the intersection with Dawson Canyon Road – 0.43 Acres – Zoning: Manufacturing – Service Commercial (M-SC) – REQUEST: Conditional Use Permit No. 190053 is a proposal for a cannabis micro business within an existing 8,565 square foot two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 square feet), manufacturing (985 square feet), retail (1,500 square feet), distribution (1,580 square feet), and supporting storage, office, employee break area, and lobby/reception areas. Development Agreement No. 1900044 and Ordinance No. 664.70 is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors’ Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon area – APN: 283-160-038; District 1. [100% Applicant Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

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

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**ACTION: Policy**

Charissa Leach, Interim TLMA Director

2/18/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and that Ordinance 664.70 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: March 2, 2021  
xc: Planning, COB

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

2. **APPROVE Conditional Use Permit No. 190053**, subject to the attached Advisory Notification Document, Conditions of Approval, based upon the findings and conclusions provided in the staff report; and subject to adoption of Ordinance No. 664.70; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks ORDINANCE NO. 664.70 an ordinance of the County of Riverside approving Development Agreement No. 1900044, based upon the findings in the staff report.

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

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Cannabis Background**

On October 23, 2018, Agenda Item 19.1, the Board of Supervisors adopted Ordinance No. 348.4898 that established the permitting process and regulations for commercial cannabis activities.

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

The project was assigned a RFP Cannabis File No. CAN190088 and as a microbusiness was not ranked based on the limitations of license types established by the Board of Supervisors.

**Project Details**

The project will occupy an existing approximately 8,565 square feet building within an existing small business park. The business park was originally approved in 2003 under Plot Plan No. 18511 (PP18511). The business park was subsequently constructed and has been occupied by a variety of office and light industrial uses.

The project includes components for retail, cultivation, distribution, and manufacturing. The retail component will operate between the hours of 8 a.m. to 10 p.m. daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I) that limits retail hours of operation of 6 a.m. to 10 p.m. The cultivation, distribution, and manufacturing components are proposed to operate from 10 p.m. to 8 a.m. the following day in the hours that the retail component is not operating. Section 19.505 (I) does not limit the hours of operations for other Commercial Cannabis Activities, although they may be specified in the Conditional Use Permit.

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The parking rate of 1 space per 200 square feet for gross floor area for a cannabis microbusiness results in a requirement of 42 spaces. Pursuant to Ordinance No. 348 Section 18.12.h (Special Review of Parking), the Planning Director may reduce the parking requirement otherwise prescribed based on sufficient evidence and documentation to demonstrate unusual conditions warrant a parking reduction. The parking rate for a cannabis microbusiness was included with the recent update to Ordinance No. 348 to permit Commercial Cannabis uses and this rate was not based on specific data or sampling of these specific uses, in particular a microbusiness with its mix of uses and parking demands, and the amount of parking necessary to serve the use.

The retail component of the microbusiness is the more likely larger generator of demand for parking. Even then, compared to typical retail uses, based on planned controlled access into the retail area of the building would likely result in a lower occupancy of the retail area compared to typical retail uses, which also uses a rate of 1 space per 200 square feet. The other components of the microbusiness would be occupied by employees only and would operate at times where the retail component is not operating. The project anticipates a maximum of 6 employees for the retail component at a given time and a maximum of 9 employees total for the distribution, cultivation, and manufacturing components at a given time. Security will be up to 3 guards at a given time. Based on this and the retail area encompassing 1,500 square feet and applying the 1 space per 200 square feet on that component for the daytime operations results in a required daytime parking of 8 spaces. For the nighttime operations, utilizing the number of employees of 9 and the 3 security guards, the 17 spaces provided on the parcel would be more than adequate for those employees.

Electrical vehicle (EV) parking is not needed for this project because EV parking is required for development projects involving at least 25 parking spaces and this project is only being required to provide the 17 parking spaces that currently exist on the site.

**Development Agreement**

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

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Development Agreement No. 1900044 requires the applicant to make the following payments:

- 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 \$52,930, 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 \$66,162.50, which will increase 5% per year. This payment shall be held by TLMA in an account specifically for the Temescal Canyon area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.70, an ordinance of the County of Riverside Approving Development Agreement No. 1900044, incorporates by reference DA No. 1900044 consistent with Government Code section 65867.5.

DA No. 1900044 and CUP No. 190053 were submitted to the County of Riverside on October 29, 2019.

On June 3, 2020, the Planning Commission voted 5-0 in favor of recommending approval to the Board of Supervisors.

Since the Planning Commission, the applicant presented the project to the Temescal Valley Municipal Advisory Committee on August 27, 2020.

**Impact on Residents and Businesses**

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

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**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- A. **PLANNING COMMISSION MINUTES**
- B. **PLANNING COMMISSION MEMO**
- C. **PLANNING COMMISSION STAFF REPORT**
- D. **CONDITIONAL USE PERMIT EXHIBITS**
- E. **ORDINANCE NO. 664.70**
- F. **DEVELOPMENT AGREEMENT No. 1900044**



Jason Farin, Principal Management Analyst 2/23/2021



Gregory B. Priamos, Director County Counsel 2/19/2021



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. 1900044

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

JAMES ALAN KOONTZ AND CHRISTIE FISTER KOONTZ, AS CO-TRUSTEES OF  
THE KOONTZ LIVING TRUST ESTABLISHED NOVEMBER 26, 2018

AND

RIVER RELEAF, LLC

MAR 02 2021 21.1



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DEVELOPMENT AGREEMENT NO. 190044

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"):

James Alan Koontz and Christie Fister Koontz, as Co-Trustees of  
The Koontz Living Trust established November 26, 2018

River Releaf, LLC

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.



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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means 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 owner of the PROPERTY and the persons and

entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

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

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

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

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

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

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

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

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

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

- Exhibit "G" - Commercial Cannabis Area calculation exhibit.
- Exhibit "H" - Additional Public Benefits Exhibit

## 2. GENERAL PROVISIONS.

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

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

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

### 2.4 Transfer.

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

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

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

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

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring

OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

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

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

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

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

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190053) 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. 190053.

(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. (95 1) 955-1817

and

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

If to OWNER:

James Alan Koontz and Christie Fister Koontz, Trustees of The Koontz Living Trust established  
November 26, 2018  
3240 Mission Inn Avenue  
Riverside, CA 92507

and

River Releaf, LLC  
Attn: Linda Duong  
3 Corporate Park, Suite 200  
Irvine, CA 92606

(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 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190088, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

##### 4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the certificate of occupancy 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 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> 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 certificate of occupancy 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 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> 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 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. 190053 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190053 and consistency with the Request for Proposal Responses associated with CAN 190088 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

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

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

6.8 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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



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

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

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

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

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

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

  
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(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:

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OWNER Initials

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      DC  
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 concur with COUNTY's determination. The parties acknowledge that:

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

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

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

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

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

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

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

## 10. MORTGAGEE PROTECTION.

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

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

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

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

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

## 11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

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

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

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

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

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his

corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(SEAL)

OWNER: James Alan Koontz and Christie Fister  
Koontz, as Co-Trustees of The Koontz Living  
Trust established November 26, 2018

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
James Alan Koontz, Co-Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California  
Limited Liability Company

Dated: 12/27/2020

By: \_\_\_\_\_  
  
Daniel Chin  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Tossonian  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Devon Julian  
Chief Operating Officer

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

OWNER: James Alan Koontz and Christie Fister Koontz, as Co-Trustees of The Koontz Living Trust established November 26, 2018

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Alan Koontz, Co-Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California Limited Liability Company

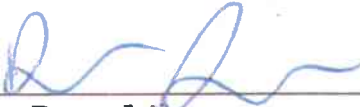
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Chin  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Tossonian  
Manger

Dated: 12-28-20

By:   
Devon Julian  
Chief Operating Officer

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

OWNER: James Alan Koontz and Christie Fister Koontz, as Co-Trustees of The Koontz Living Trust established November 26, 2018

Dated: 12/23/2020

By:   
James Alan Koontz, Co-Trustee

Dated: 12/23/2020


By:   
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California Limited Liability Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Chin  
Manger

Dated: 12-29-2020

By:   
Paul Tossonian  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Devon Julian  
Chief Operating Officer

(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. 1900044

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of Riverside, State of California,  
described as follows:

PARCEL 2 OF PARCEL MAP NO. 31196, AS SHOWN BY MAP ON FILE IN BOOK  
208, PAGES 50-53 OF PARCEL MAPS, RECORDED OF RIVERSIDE COUNTY,  
CALIFORNIA.

APN: 283-160-038-7

EXHIBIT "B"

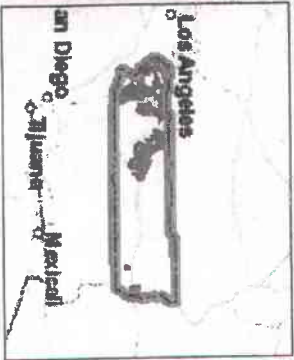
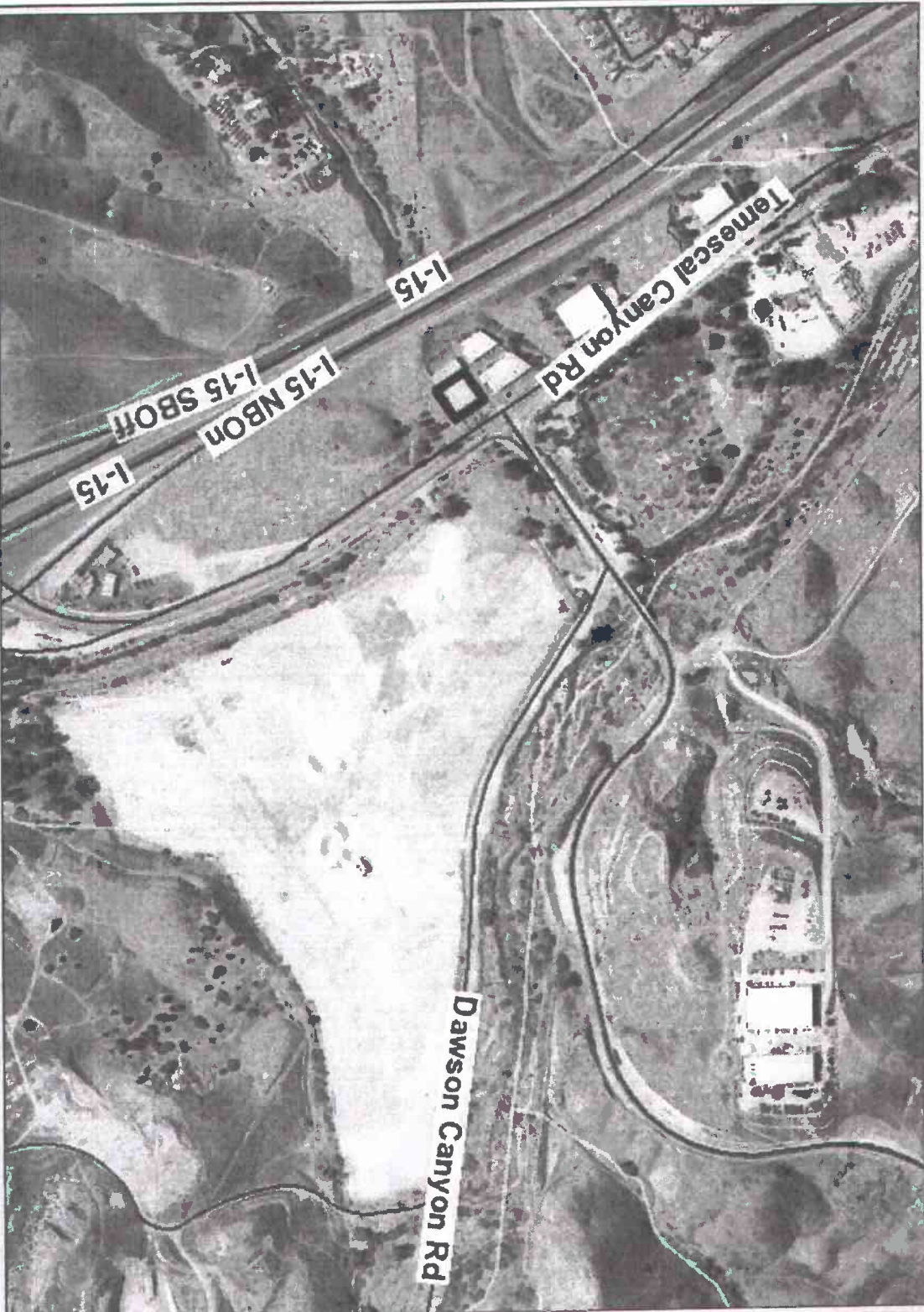
Development Agreement No. 1900044

MAP OF PROPERTY AND ITS LOCATION

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



# Map My County Map



- Legend**
- County Centerline Names
  - County Centerlines
  - Blueline Streams
  - City Areas

## Notes

\*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... 3/31/2020 1:56:31 PM

© Riverside County GIS

EXHIBIT "C"

Development Agreement No. 1900044

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS

Conditional Use Permit No. 190053

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. 1900044

EXISTING LAND USE REGULATIONS

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

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

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

## EXHIBIT "E"

Development Agreement No. 1900044

### COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190053 permits a Cannabis Micro Business within an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel. The Cannabis Micro Business will include 4,500 square feet of indoor cultivation, 985 square feet of manufacturing, 1,500 square feet of retail, and 1,580 square feet of distribution along with supporting storage, office, employee break area, and reception areas.



APN  
2831180038-1

**EXHIBIT AMENDMENT BLOCK**

Retail and distribution  
hours of operation M-S  
8 am-10pm  
Cultivation and  
manufacturing  
M-S 10pm-5am

**OWNER:**  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

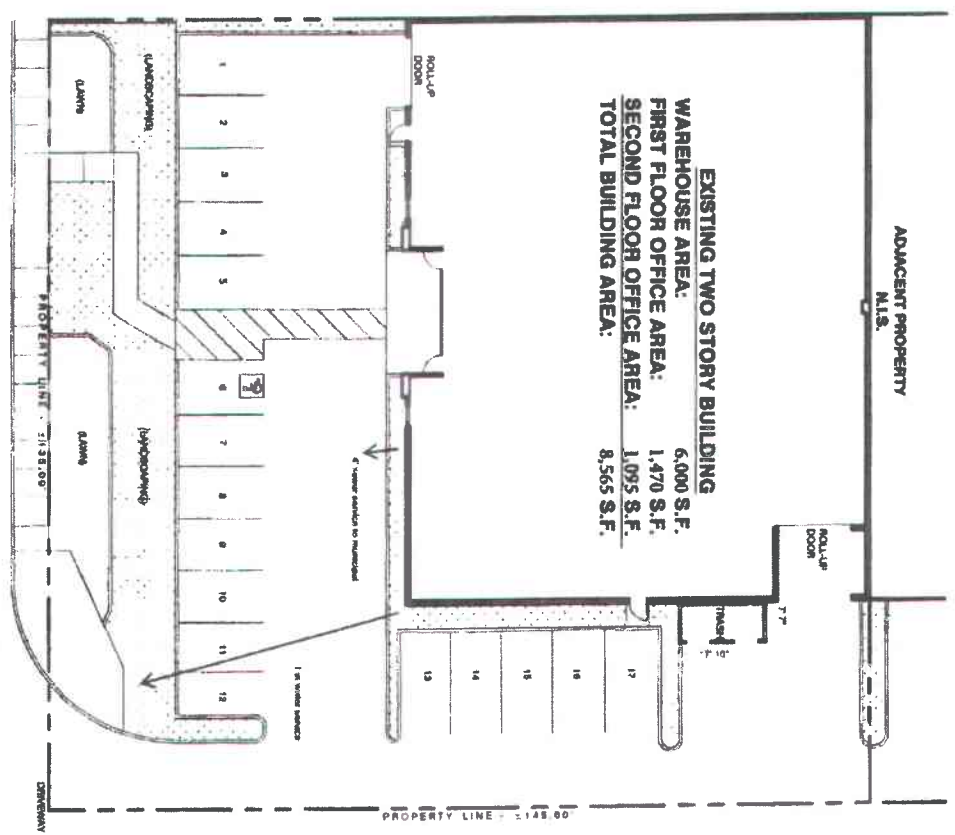
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
DETAILED SITE PLAN

S.A.  
10/28/19  
R2  
AS SHOWN  
**A-1.1**

Existing building...  
Structure...  
Foundation...

Foundation...  
Structure...  
Foundation...  
Structure...  
Foundation...

Foundation...  
Structure...  
Foundation...  
Structure...



**EXISTING TWO STORY BUILDING**  
WAREHOUSE AREA: 6,000 S.F.  
FIRST FLOOR OFFICE AREA: 1,470 S.F.  
SECOND FLOOR OFFICE AREA: 1,095 S.F.  
TOTAL BUILDING AREA: 8,565 S.F.

A EXISTING SITE PLAN  
SCALE 1"=20'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

BUILDING INFO:	
ZONING	COMMERCIAL
USE	COMMERCIAL OFFICE
LOT SIZE	2.64 AC S.F.
LOT COVERAGE	1,812 S.F. (6.84 ACRES)
PARKING SPACES	17
ASSESSOR'S NO.	501-0000-00
FIRE PROTECTION	SMALLER
OCCUPANCY	R-1
NUMBER OF STORIES	2
LANDSCAPE AREA	2,345 S.F.

## EXHIBIT "F"

Development Agreement No. 1900044

### APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Micro Business operating at the Property pursuant to CUP No. 190053 includes an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel, which will include indoor cultivation, manufacturing, retail, distribution and 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: \$4.50 per square foot for the indoor cultivation, \$4.00 per square foot for the manufacturing, \$16.00 per square foot for the retail, \$3.00 per square foot for the distribution. Therefore, the public base benefit payment will be \$52,930 and will increase annually at a rate of 2%.

## EXHIBIT "G"

Development Agreement No. 1900044

### CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the following: 4,500 square feet for the indoor cultivation, 985 square feet for the manufacturing, 1,500 square feet for the retail and 1,580 square feet for the distribution totaling an 8,565 square foot two-story commercial building. The 8,565 building will be used for the Cannabis Micro Business as shown in this Exhibit "G".





APN  
283160038-1

**EXHIBIT AMENDMENT BLOCK:**

Retail and distribution  
hours of operation M-S  
8 am-10pm  
Cultivation and  
manufacturing  
M-S 10pm-8am

**OWNER:**

**JAMES & CHRISTIE KOONTZ**  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-278-3657

**TEMESCAL**  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
DETAILED SITE PLAN

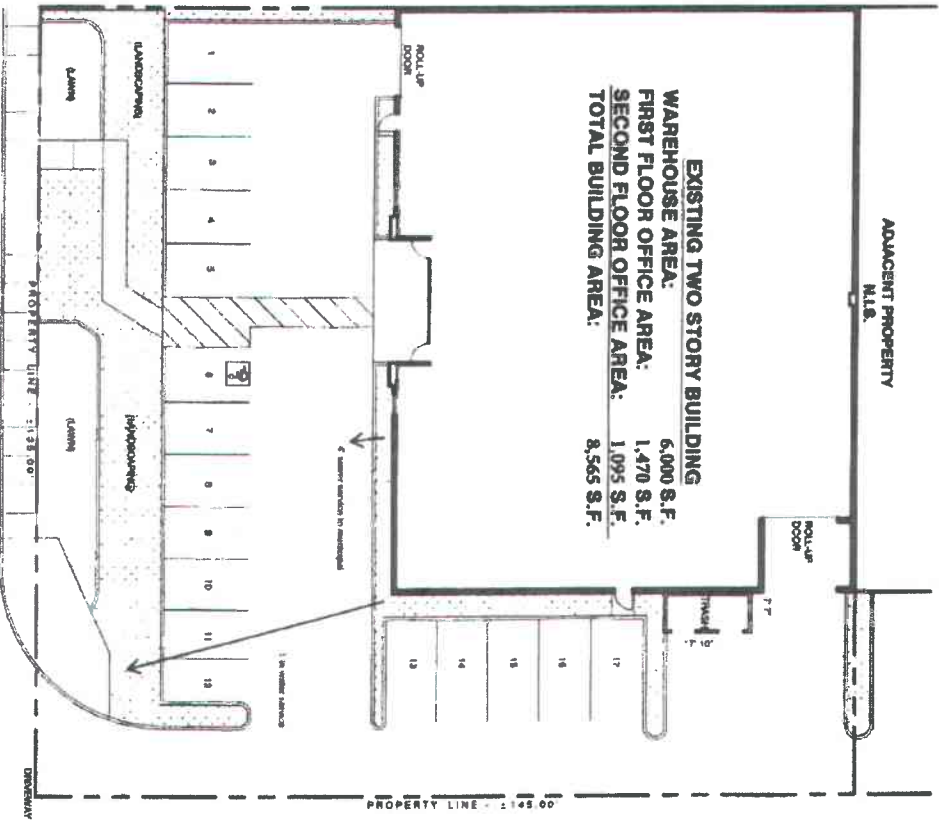
S.A.	10/28/19
R2	
AS SHOWN	

**A-1.1**

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

Existing building is a two-story building with a total area of 3,565 S.F. The building is currently used as a warehouse and office space. The building is located on the east side of Temescal Canyon Road, south of the intersection with Mission Inn Avenue. The building is situated on a 4.0-acre lot. The building is a two-story building with a total area of 3,565 S.F. The building is currently used as a warehouse and office space. The building is located on the east side of Temescal Canyon Road, south of the intersection with Mission Inn Avenue. The building is situated on a 4.0-acre lot.

Warehouse Area: 6,000 S.F.  
First Floor Office Area: 1,470 S.F.  
Second Floor Office Area: 1,095 S.F.  
Total Building Area: 8,565 S.F.



**BUILDING INFO:**

ADDRESS	23215 TEMESCAL CANYON RD
IN COMMERCIAL SPACE	COMMERCIAL
RELOT DATE	4/16/18
LOT CORNER	181.18 S.F. 84.48 ACRES
PERMANENT SPACES	40.2%
ASSessor ID No.	281700001
FIRE PROTECTION OCCUPANCY	DRINK LINED
NUMBER OF STORIES	2
LANDSCAPE AREA	22,815 S.F.

All areas of facility shall be for retail use (A type) and interior of building to be used for office space. All products will be purchased, processed, distributed, and sold for use only for both retail use and professional use.

EXISTING SITE PLAN  
SCALE 1"=20'-0"

EXHIBIT "H"

Development Agreement No. 1900044

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$66,162.50 with an annual increase of 5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190088, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )

County of orange )

On Dec. 27, 2020 before me, XIAOPING MIAO, Notary public  
(here insert name and title of the officer)

personally appeared chin, Daniel Nathan

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

Xiaoping Miao

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Development Agreement NO. 1900044

containing 48 pages, and dated 12/27/2020

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)

## 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 12/22/2020 before me, JUSTIN SINKIEWICZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

**CALIFORNIA 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 12/29/2020 before me, Greg Stewart, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Paul Tassonican  
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.



Place Notary Seal and/or Stamp Above

Signature Greg Stewart  
Signature of Notary Public

**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: Declaration Assent No. 1900044

Document Date: 12/23/2020 Number of Pages: 38

Signer(s) Other Than Named Above: Paul Tassonican

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Paul Tassonican  
 Corporate Officer – Title(s): Manager  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: Self

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**CALIFORNIA 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 12/23/2020 before me, Greg Stewart, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Alan Kowitz, Christie Fisher Kowitz  
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 Greg Stewart  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: Development Agreement No 1900244

Document Date: 12/23/2020 Number of Pages: 38

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James Alan Kowitz

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

Signer is Representing: Self

Signer's Name: Christie Fisher Kowitz

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

Signer is Representing: Self

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. 1900044

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

JAMES ALAN KOONTZ AND CHRISTIE FISTER KOONTZ, AS CO-TRUSTEES OF

THE KOONTZ LIVING TRUST ESTABLISHED NOVEMBER 26, 2018

AND

RIVER RELEAF, LLC

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DEVELOPMENT AGREEMENT NO. 190044

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"):

James Alan Koontz and Christie Fister Koontz, as Co-Trustees of  
The Koontz Living Trust established November 26, 2018

River Releaf, LLC

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means 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 owner of the PROPERTY and the persons and

entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

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

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

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

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

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

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

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

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

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

- Exhibit "G" - Commercial Cannabis Area calculation exhibit.
- Exhibit "H" - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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

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

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring

OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

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

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

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

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

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190053) 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. 190053.

(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:

James Alan Koontz and Christie Fister Koontz, Trustees of The Koontz Living Trust established  
November 26, 2018  
3240 Mission Inn Avenue  
Riverside, CA 92507

and

River Releaf, LLC  
Attn: Linda Duong  
3 Corporate Park, Suite 200  
Irvine, CA 92606

(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 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190088, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

#### 4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the certificate of occupancy 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 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> 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 certificate of occupancy 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 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> 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 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. 190053 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190053 and consistency with the Request for Proposal Responses associated with CAN 190088 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

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

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

6.8 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request

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

## 7. INCORPORATION AND ANNEXATION.

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

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

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

## 8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

  
OWNER Initials

  
OWNER Initials

  
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OWNER Initials



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

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OWNER Initials

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OWNER Initials

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OWNER Initials

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OWNER Initials

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.

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OWNER Initials

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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 concur with COUNTY's determination. The parties acknowledge that:

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

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

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

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

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

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

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

## 10. MORTGAGEE PROTECTION.

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

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

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

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

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

11.21 Authority to Execute. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his



corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(SEAL)

OWNER: James Alan Koontz and Christie Fister Koontz, as Co-Trustees of The Koontz Living Trust established November 26, 2018

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
James Alan Koontz, Co-Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California Limited Liability Company

Dated: 12/27/2020

By:  \_\_\_\_\_  
Daniel Chin  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Tossonian  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Devon Julian  
Chief Operating Officer

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

OWNER: James Alan Koontz and Christie Fister Koontz, as Co-Trustees of The Koontz Living Trust established November 26, 2018

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Alan Koontz, Co-Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California Limited Liability Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Chin  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Tossonian  
Manger

Dated: 12-28-20

By:   
Devon Julian  
Chief Operating Officer

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

OWNER: James Alan Koontz and Christie Fister Koontz, as Co-Trustees of The Koontz Living Trust established November 26, 2018

Dated: 12/23/2020

By:   
James Alan Koontz, Co-Trustee

Dated: 12/23/2020

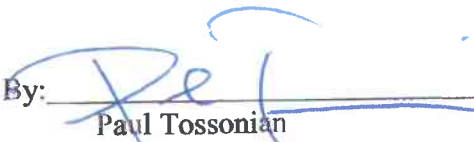
By:   
Christie Fister Koontz, Co-Trustee

OWNER: River Releaf, LLC, a California Limited Liability Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Chin  
Manger

Dated: 12-29-2020

By:   
Paul Tossonian  
Manger

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Devon Julian  
Chief Operating Officer

(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. 1900044

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of Riverside, State of California,  
described as follows:

PARCEL 2 OF PARCEL MAP NO. 31196, AS SHOWN BY MAP ON FILE IN BOOK  
208, PAGES 50-53 OF PARCEL MAPS, RECORDED OF RIVERSIDE COUNTY,  
CALIFORNIA.

APN: 283-160-038-7

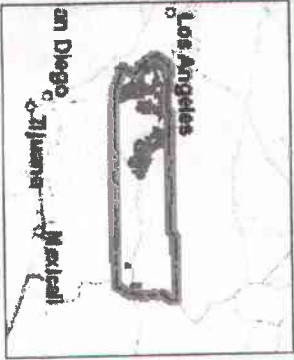
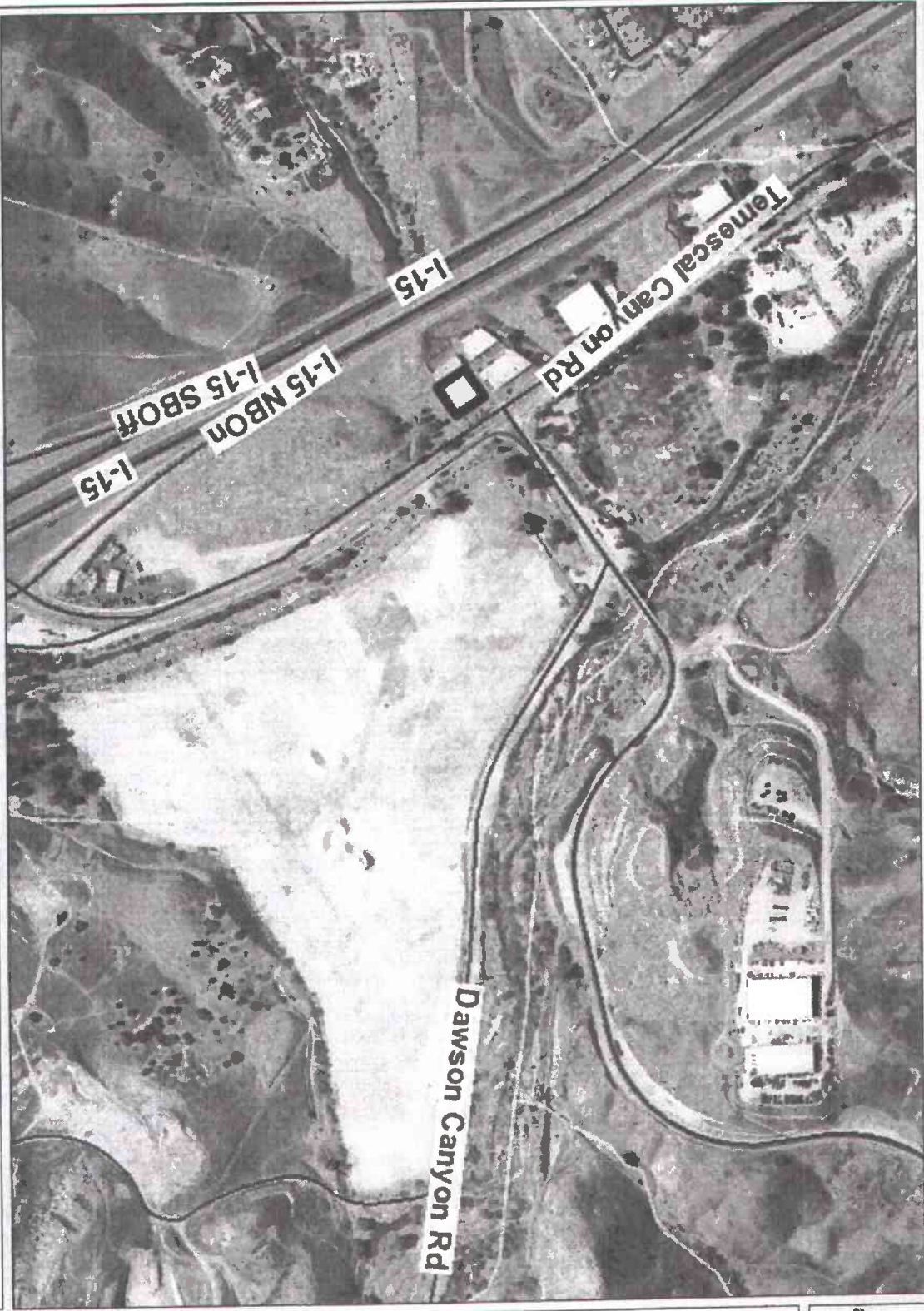
EXHIBIT "B"

Development Agreement No. 1900044

MAP OF PROPERTY AND ITS LOCATION

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

# Map My County Map



- Legend**
- County Centerline Names
  - County Centerlines
  - Blue Line Streams
  - City Areas

**Notes**

**\*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.



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EXHIBIT "C"

Development Agreement No. 1900044

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS  
Conditional Use Permit No. 190053

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. 1900044

EXISTING LAND USE REGULATIONS

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

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

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

EXHIBIT "E"

Development Agreement No. 1900044

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190053 permits a Cannabis Micro Business within an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel. The Cannabis Micro Business will include 4,500 square feet of indoor cultivation, 985 square feet of manufacturing, 1,500 square feet of retail, and 1,580 square feet of distribution along with supporting storage, office, employee break area, and reception areas.



APN  
283160039-1

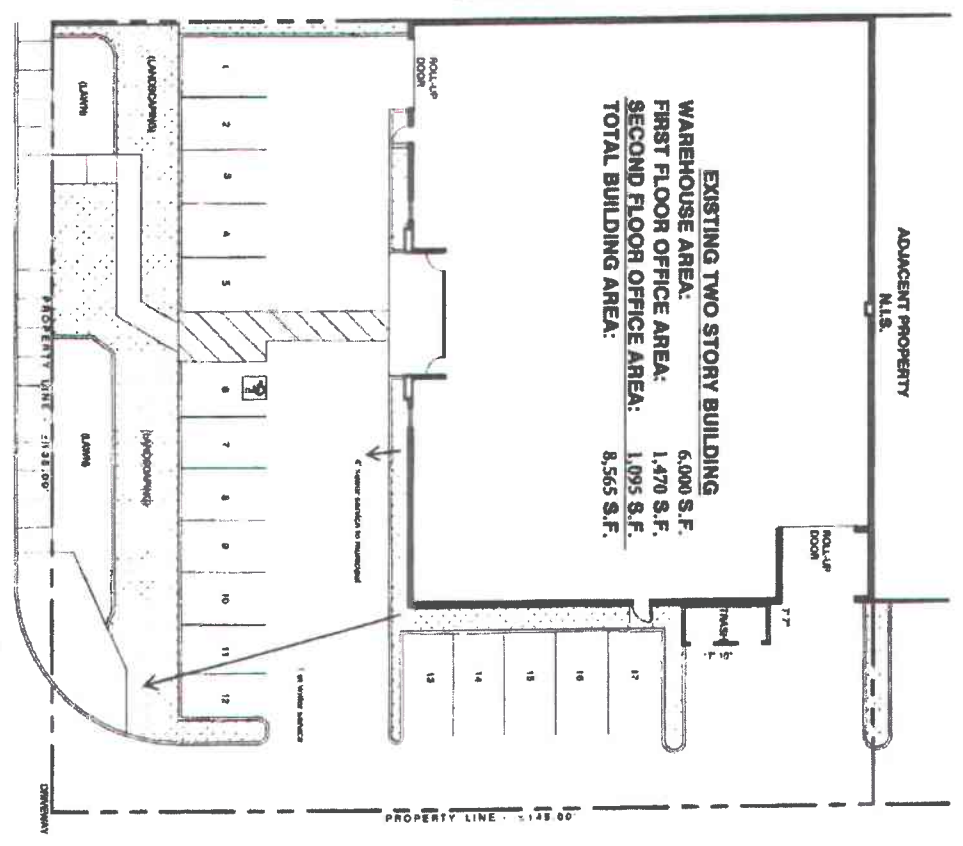
**EXHIBIT AMENDMENT BLOCK:**

Retail and distribution  
Hours of operation M-S  
8 am-10pm  
Cultivation and  
manufacturing  
M-S 10pm-8am

**OWNER:**  
JAMES & CHRISTIE KOONITZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

22215 TEMESCAL CANYON RD  
CORONA, CA 92883  
DETAILED SITE PLAN  
S.A.  
10/28/19  
R2  
AS SHOWN  
A-1.1

**EXISTING TWO STORY BUILDING**  
WAREHOUSE AREA: 6,000 S.F.  
FIRST FLOOR OFFICE AREA: 1,470 S.F.  
SECOND FLOOR OFFICE AREA: 1,095 S.F.  
TOTAL BUILDING AREA: 8,565 S.F.



**BUILDING INFO:**

ZONING	COMMERCIAL
NO. OF COMMERCIAL SPACES	1
NO. LOT BAYS	1
LOT COVERAGES	7.42%
PERMITTED SERVICES	RETAIL
ASSIGNMENT TO USE	SPRINKLERED
FIRE PROTECTION	M.S.1
OCCUPANT	2
NUMBER OF STORIES	2
LANDSCAPE AREA	2,345 S.F.

All uses of the facility will be for retail and office use. All present and future uses will be for retail and office use. All present and future uses will be for retail and office use. All present and future uses will be for retail and office use.

All uses of the facility will be for retail and office use. All present and future uses will be for retail and office use. All present and future uses will be for retail and office use. All present and future uses will be for retail and office use.

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

## EXHIBIT "F"

Development Agreement No. 1900044

### APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Micro Business operating at the Property pursuant to CUP No. 190053 includes an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel, which will include indoor cultivation, manufacturing, retail, distribution and 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: \$4.50 per square foot for the indoor cultivation, \$4.00 per square foot for the manufacturing, \$16.00 per square foot for the retail, \$3.00 per square foot for the distribution. Therefore, the public base benefit payment will be \$52,930 and will increase annually at a rate of 2%.

## EXHIBIT "G"

Development Agreement No. 1900044

### CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the following: 4,500 square feet for the indoor cultivation, 985 square feet for the manufacturing, 1,500 square feet for the retail and 1,580 square feet for the distribution totaling an 8,565 square foot two-story commercial building. The 8,565 building will be used for the Cannabis Micro Business as shown in this Exhibit "G".



APN  
283180038-1

**EXHIBIT AMENDMENT BLOCK:**

Retail and distribution  
hours of operation M-S  
8 am-10pm  
Cultivation and  
manufacturing  
M-S 10pm-8am

**OWNER:**

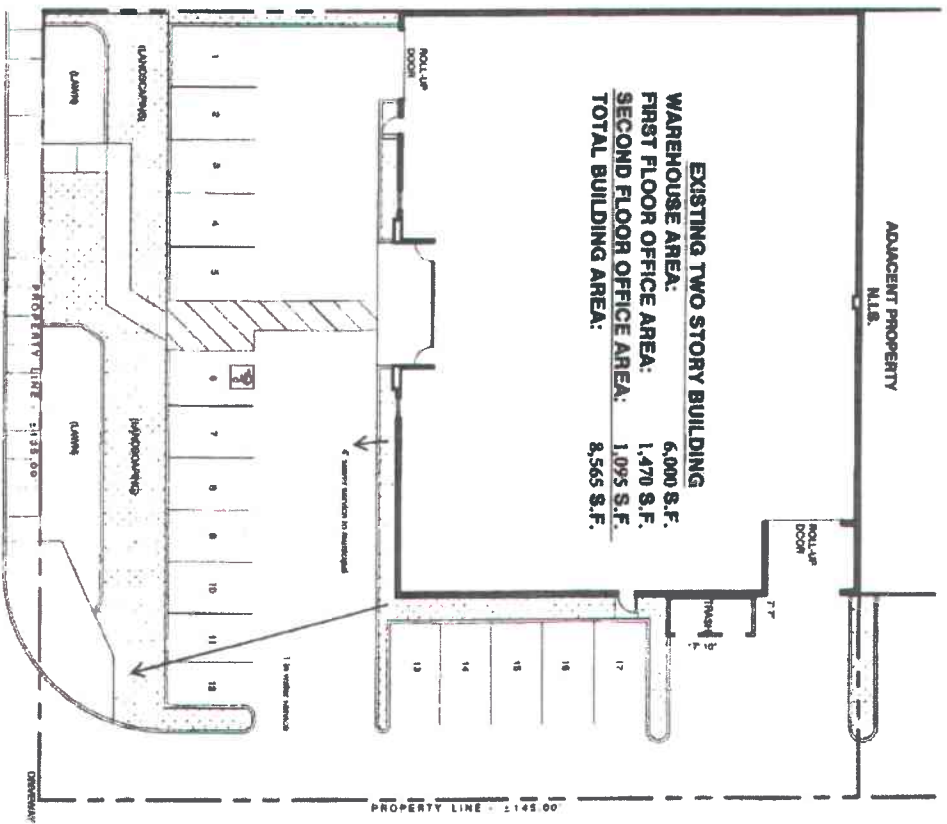
**JAMES & CHRISTIE KOONTZ**  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-278-3657

**TEMESCAL**  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
DETAILED SITE PLAN

S.A.  
10/22/19  
R2  
AS SHOWN

**A-1.1**

**EXISTING TWO STORY BUILDING**  
WAREHOUSE AREA: 6,000 S.F.  
FIRST FLOOR OFFICE AREA: 1,470 S.F.  
SECOND FLOOR OFFICE AREA: 1,095 S.F.  
TOTAL BUILDING AREA: 8,565 S.F.



**BUILDING INFO:**

ZONING:	COMMERCIAL
IS COMMERCIAL SERVICE:	NO
IS LOT SIDE:	NO
LOT COVERAGE:	14.1%
MAXIMUM SERVICE:	17
ASSIGNMENT ID No:	SM-100000-1
PRE-PRODUCTION OCCUPANCY:	SPRINT-1910
NUMBER OF STORIES:	2
LANDSCAPE AREA:	2,095 SF

EXISTING SITE PLAN  
SCALE 1"=20'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

All views of facility will be for both existing and proposed. All proposed views will be for both existing and proposed. All views will be for both existing and proposed. All views will be for both existing and proposed.

Additional information regarding the project can be found in the project information. The project information is located in the project information section of the project information. The project information is located in the project information section of the project information.



EXHIBIT "H"

Development Agreement No. 1900044

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$66,162.50 with an annual increase of 5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190088, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )

County of orange )

On Dec. 27, 2020 before me, XIAOPING MIAO, Notary public  
(here insert name and title of the officer)

personally appeared chin, Daniel Nathan

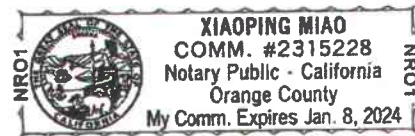
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Xiaoping Miao



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Development Agreement NO. 1900044

containing 48 pages, and dated 12/27/2020

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)  
 \_\_\_\_\_

## 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 12/22/2020 before me, JUSTIN SINKIEWICZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

**CALIFORNIA 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

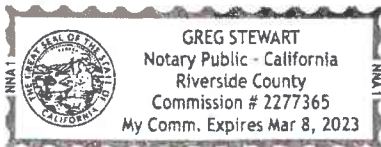
On 12/29/2020 before me, Greg Stewart, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Paul Tossomian  
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.



Place Notary Seal and/or Stamp Above

Signature Greg Stewart  
Signature of Notary Public

**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: Declaration Assent No. 1900044

Document Date: 12/23/2020 Number of Pages: 38

Signer(s) Other Than Named Above: Paul Tossomian

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Paul Tossomian

- Corporate Officer – Title(s): Manager
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: Self

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): N/A
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

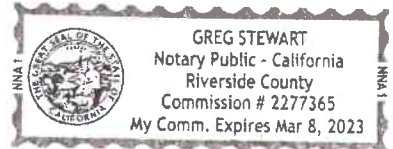
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside

On 12/23/2020 before me, Greg Stewart, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Alan Korte, Christie Fisher Korte  
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.

Place Notary Seal and/or Stamp Above

Signature Greg Stewart  
Signature of Notary Public

**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: Development Agreement No 1900044  
Document Date: 12/23/2020 Number of Pages: 38  
Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James Alan Korte Signer's Name: Christie Fisher Korte  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: Self Signer is Representing: Self

**Maxwell, Sue**

**From:** COB  
**Sent:** Monday, March 1, 2021 9:09 AM  
**To:** Jeffrey Van Wagenen (JVanWagenen@RIVCO.ORG); Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)  
**Cc:** Leach, Charissa; Hildebrand, John; Russell Brady (rbrady@RIVCO.ORG)  
**Subject:** March 2 2021 Item 21.1 Public Comments on Cannabis (Jay Gomez and Jannlee Watson)  
**Attachments:** 3-2-2021 meeting Agenda Item 21.1

Good morning,

Forwarding 2 Public Comments (below and attached) received via COB for Mr. [redacted] which are being added to Agenda back-up.

Thank you kindly,

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



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**From:** Jay Gomez <jayg8083@gmail.com>  
**Sent:** Sunday, February 28, 2021 9:29 AM  
**To:** COB <COB@RIVCO.ORG>  
**Subject:** Hello.

Hi, just sending this email in support for the [redacted] Escal Valley. I am a patient that uses Marijuana for pain. I'm a resident of [redacted] this Dawson location would be very convenient for many of us residents who have to travel to Lake Elsinore for our Cannabis. Thanks

21.1

21.1 ✓  
Devon Julian  
(Rep for Project)  
Here for ?'s

privileged, confidential  
not responsible for  
communication is strictly  
delete this

**Maxwell, Sue**

---

**From:** Jannlee Watson <jannlee.watson@ca.rr.com>  
**Sent:** Sunday, February 28, 2021 7:28 PM  
**To:** COB; Supervisor Jeffries - 1st District  
**Subject:** 3-2-2021 meeting Agenda Item 21.1

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

**Feb. 28, 2021**

**RE: March 2, 2021 Board of Supervisors meeting  
Agenda item 21.1  
CUP 190053 and DA 1900044**

**Honorable Supervisors:**

Since the June 3, 2020 Planning Commission meeting, representatives of River Releaf have had two virtual meetings with the We Are Temescal Valley Development Committee. All questions posed by committee members were answered. I only have one concern that I feel has not been adequately addressed.

- The eight parking spaces required for retail customers may not be sufficient based on visits to cannabis businesses operating in the city of Lake Elsinore. At our first meeting with the developer, we had suggested owners of the neighboring businesses in the center be contacted to ascertain if River Releaf could lease additional spaces from them for overflow parking. As of the second meeting, they had yet to reach out to their neighbors. I feel there needs to be a "Plan B" in place for overflow parking before the CUP is granted.

**Thank you ...**

**Jannlee Watson  
Temescal Valley resident  
951-277-0383**

**From:** COB  
**Sent:** Tuesday, March 2, 2021 9:45 AM  
**To:** 'devon@bloomstorco.com' <devon@bloomstorco.com>  
**Subject:** March 2 2021 Item No 21.1 Request to Speak Info (Devon Julian)

Mr. Julian,

The invite is at the bottom of your web submission (see below)

Please call from the phone you listed to the number below and follow instructions.

You will be notified when it's your turn to speak and instructed on how to un-mute your phone.

Thank you kindly,

*Sue Maxwell*  
Board Assistant  
Riverside County Clerk of the Board of Supervisors  
(951) 955-1069 Fax (951) 955-1071  
Mail Stop #1010  
[cob@rivco.org](mailto:cob@rivco.org)  
website: <http://rivcocob.org/>  
<https://www.facebook.com/RivCoCOB/>



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**From:** [cob@rivco.org](mailto:cob@rivco.org) <[cob@rivco.org](mailto:cob@rivco.org)>  
**Sent:** Tuesday, March 2, 2021 9:13 AM  
**To:** COB <[COB@RIVCO.ORG](mailto:COB@RIVCO.ORG)>; [devon@bloomstoneco.com](mailto:devon@bloomstoneco.com)  
**Subject:** Board comments web submission



First Name: Devon  
Last Name: Julian  
Phone: 6192772827  
Email: [devon@bloomstoneco.com](mailto:devon@bloomstoneco.com)  
Agenda Date: 03/02/2021  
Agenda Item # or Public Comment: 21.1 River Releaf Cannabis Proposal  
State your position below: Support  
Comments: I am the representative for this proposal. I have submitted a request as of yesterday but I have not received an invite for the meeting.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210302. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

3/2/21 21.1



## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Monday, March 1, 2021 11:33 AM  
**To:** COB; devon@bloomstoneco.com  
**Subject:** Board comments web submission



First Name: Devon  
Last Name: Julian  
Phone: 6192772827  
Email: devon@bloomstoneco.com  
Agenda Date: 03/02/2021  
Agenda Item # or Public Comment: 21.1  
State your position below: Support  
Comments: I am the applicant for River Releaf and wish to be a panelist for this discussion.

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210302. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Boydd, April

---

**From:** Tracy Davis <tracycto@yahoo.com>  
**Sent:** Tuesday, March 2, 2021 7:43 AM  
**To:** COB; Supervisor Jeffries - 1st District  
**Subject:** CUP River Releaf

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

Supervisor Jefferies,

Sorry this was so late. I will keep it short. I am neutral on the cannabis business. I am concerned about the parking in the lot, which the numbers were reduced by the planning commission... 17 spaces are not enough. Spill over onto Temescal Canyon Road is likely. I am concerned that people will try to park along this busy section of road.

Thanks,  
Tracy Davis  
8826 Flintridge Lane  
Temescal Valley, CA 92883

Sent from Yahoo Mail on Android

3-2-2021  
21.1

## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Tuesday, March 2, 2021 9:13 AM  
**To:** COB; devon@bloomstoneco.com  
**Subject:** Board comments web submission

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



**First Name:** Devon  
**Last Name:** Julian  
**Phone:** 6192772827  
**Email:** devon@bloomstoneco.com  
**Agenda Date:** 03/02/2021  
**Agenda Item # or Public Comment:** 21.1 River Releaf Cannabis Proposal  
**State your position below:** Support  
**Comments:** I am the representative for this proposal. I have submitted a request as of yesterday but I have not received an invite for the meeting.

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210302. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**



**PLANNING COMMISSION  
MINUTE ORDER  
JUNE 3, 2020**

- I. AGENDA ITEM 4.4  
CONDITIONAL USE PERMIT NO. 190053 and DEVELOPMENT AGREEMENT NO. 1900044 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: River Releaf – Engineer/Representative: Infrastructure Engineers – First Supervisorial District – Glen Ivy Area – Temescal Canyon Area Plan: Community Development: Light Industrial (CD-LI) – Location: Westerly of Temescal Canyon Road at the intersection with Dawson Canyon Road – 0.43 Acres – Zoning: Manufacturing – Service Commercial (M-SC).**
- II. PROJECT DESCRIPTION:**  
Conditional Use Permit No. 190053 is a proposal for a cannabis micro business within an existing 8,565 sq. ft. two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 sq. ft.), manufacturing (985 sq. ft.), retail (1,500 sq. ft.), distribution (1,580 sq. ft.), and supporting storage, office, employee break area, and lobby/reception areas. Development Agreement No. 1900044 is a proposal whereby the applicant enters into a development agreement with the County of Riverside, consistent with the County's Cannabis Ordinance, and it includes terms for providing a community benefit to the Temescal Canyon area.
- III. MEETING SUMMARY:**  
The following staff presented the subject proposal:  
Project Planner: Russell Brady at (951) 955-3025 or email at [rbrady@rivco.org](mailto:rbrady@rivco.org).
- Spoke in favor:  
Devon Julian, Applicant's Representative, River Releaf
- 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, 2<sup>nd</sup> by Commissioner Thornhill  
A vote of 5-0

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

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

**TENTATIVELY** Approve Development Agreement No. 1900044; and,

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



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

# RIVERSIDE COUNTY PLANNING DEPARTMENT

## Memorandum

**DATE:** June 3, 2020  
**TO:** Planning Commission  
**FROM:** Russell Brady, Project Planner  
**RE:** Item 4.4 – Public Comments

Since the preparation of the staff report, emails have been received by staff with comments on the project. These emails with staff responses are attached to this memo for consideration by the Planning Commission.

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

Desert Office · 77588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Tuesday, June 2, 2020 2:55 PM  
**To:** tracycto@yahoo.com  
**Subject:** RE: 4.4 planning commission June 3, 2020 CUP 190053

See below responses to the items included in your comments. Let me know if you have any further questions or concerns or if there is anything I missed in my responses.

Due to COVID-19 limitations on ability to meet, this project has not been presented to the TVMAC. While we and the applicant understand the importance of such outreach efforts with TVMAC, the process for the project was to still proceed to Planning Commission for consideration since it was and is still not known when such meetings will be able to occur in person or possibly remotely. The project does also require consideration by the Board of Supervisors and we have the understanding that the project will be presented to TVMAC prior to Board's consideration if such TVMAC meetings are able to be accommodated in a reasonable time.

The building is currently served by Temescal Valley Water District for water and sewer service, which we received confirmation through billing that exists for the building. The project has been conditioned for prior to building/tenant improvements to provide water and sewer will serve letters. Additionally, as a microbusiness that includes cultivation, the project is also required to obtain coverage under a waiver or enroll in the State Waterboard's General Order for any waste discharge.

Regarding odors, the project is conditioned to comply with odor control requirements for cannabis activities. Specifically the project is required to comply with the below:

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

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.

On parking, as it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the

microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road.

On the rate for public benefit, the reason for the different rates is based on the Statewide Apportionment method that we have been using which sets a different fee based on the square footage of the use. This project compared to CUP190013 are in two different rate categories based on their square footage of retail space. Below is a chart for reference that we have been utilizing.

Scenario 4: Statewide Apportionment				Baseline Fee		
License Type	Qty	Avg. SF	Total SF	Fee (\$/sf)	Individual Revenue	Total Revenue
<b>Cultivation</b>						
Mixed-Light, <2,500 sf	3	2,000	6,000	\$2.00	\$4,000	\$12,000
Mixed-Light, 2,500-5,000 sf	5	4,000	20,000	\$2.50	\$10,000	\$50,000
Mixed-Light, 5,001-10,000 sf	29	8,000	232,000	\$3.00	\$24,000	\$696,000
Mixed-Light, 10,001-43,560 sf	3	22,000	66,000	\$3.50	\$77,000	\$231,000
Indoor, <2,500 sf	1	2,000	2,000	\$4.00	\$8,000	\$8,000
Indoor, 2,500-5,000 sf	4	4,000	16,000	\$4.50	\$18,000	\$72,000
Indoor, 5,001-10,000 sf	4	8,000	32,000	\$5.00	\$40,000	\$160,000
Indoor, 10,001-43,560 sf	1	22,000	22,000	\$5.50	\$121,000	\$121,000
<b>Total Cultivation</b>	<b>50</b>		<b>396,000</b>			<b>\$1,350,000</b>

<b>Retail</b>						
Small <2,500 SF	10	1,650	16,500	\$16.00	\$26,400	\$264,000
Medium 2,501-6,000 SF	5	4,250	21,250	\$18.00	\$76,500	\$382,500
Large >6,000 SF	4	9,850	39,400	\$20.00	\$197,000	\$788,000
<b>Total Retail</b>	<b>19</b>		<b>77,150</b>			<b>\$1,434,500</b>

<b>Manufacturing (6,7)</b>						
Small <3,000 SF	5	2,500	12,500	\$4.00	\$10,000	\$50,000
Large >3,000 SF	5	5,000	25,000	\$4.50	\$22,500	\$112,500
<b>Manufacturing (N, P, S)</b>						
Small <3,000 SF	8	2,500	20,000	\$3.00	\$7,500	\$60,000
Large >3,000 SF	4	5,000	20,000	\$3.50	\$17,500	\$70,000
<b>Total Manufacturing</b>	<b>22</b>		<b>77,500</b>			<b>\$292,500</b>

<b>Others</b>						
Nursery	4	22,000	88,000	\$0.50	\$11,000	\$44,000
Distribution (all sizes)	4	4,500	18,000	\$3.00	\$13,500	\$54,000
Testing	1	1,500	1,500	\$2.00	\$3,000	\$3,000
<b>Total Others</b>	<b>9</b>		<b>107,500</b>			<b>\$101,000</b>

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-956-3025





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**From:** Tracy Davis [mailto:tracycto@yahoo.com]  
**Sent:** Monday, June 1, 2020 8:41 PM  
**To:** Brady, Russell <rbrady@RIVCO.ORG>  
**Subject:** 4.4 planning commission June 3, 2020 CUP 190053

Dear Planning Commission,

The biggest issue with the cannabis business in Temescal Valley, is the COUNTY/District 1 has not forced River Releaf to come to a Temescal Valley development meeting nor Temescal Valley Municipal Advisory Council, TMAC! I think it's improper, during this pandemic closure, for any project to slip through the cracks. Being vetted by our active community, to understand our concerns are important for businesses to make a smooth transition in the valley. We have been meeting virtually for other committees, that would have been an easy adjustment. CONTINUE this project until it meets with our community.

Second is the water usage. Cultivation is not water friendly, as the report indicates the project will be. There has been no "will serve" letter from Temescal Valley Water District, TVWD. Although, this is an existing building, the water usage may or may not be the same as the previous tenant. Waste water is a concern as well, again TVWD has had no contact with the business to give advice on additional filtering that could be required in the toxic waste water in cultivation and production of cannabis.

Odors are my third concern. Nowhere in the cannabis ordinance are level of odor or fines stated to mitigate those odors. Odors are involved in cultivation and manufacturing.

The parking number available in the center for the building is 17, which is less than half required by the ordinance, stated 42 in report. While the business gives a good response to why they don't need all 42, the 8 spaces for the retail portion will spill to the light industrial businesses of the rest of the center. Plus there is a good possibility, parking will also spill on to Temescal Canyon Road, TCR. Illegal to park there but "Oh, I'll just run in for a quick blunt." mentality. TCR connecting with Dawson Canyon Road is a thoroughfare from the Landfill and the community especially when the 15 freeway is impacted. Huge concern in Temescal Valley is TRAFFIC.

Lastly, you need to double check the formula and rates per square foot for our public benefit... the Lakeland Village project CUP 190013 public benefit for retail is \$18 per square foot... this project is \$16 per square foot on retail. Either Lakeland Village is getting a \$2/sq. ft. bonus or Temescal Valley is getting \$2/ sq. ft. shorted. I want the unincorporated areas to get the SAME public benefit rates.

I am generally in favor of business and I have no issues with cannabis. I am opposed to THIS cannabis business because they have not met their community or county obligations to be voted on by the planning committee.

Thank you,  
Tracy Davis  
8826 Flintridge Lane,  
Temescal Valley, CA 92883

[Sent from Yahoo Mail on Android](#)

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Tuesday, June 2, 2020 5:10 PM  
**To:** Amie  
**Cc:** Greene, Jeffrey  
**Subject:** RE: CONDITIONAL USE PERMIT NO. 190053 and DEVELOPMENT AGREEMENT NO. 1900044

Thank you for your comments. See below responses to your comments, but let me know if there is anything I missed or if you have any further comments or concerns.

The project has a limited retail space that is not expected to attract a large amount of traffic that would create any considerable change to the amount of traffic experienced in the area. Beyond that, the proposed use would occupy an existing building and so there would not be development from vacant land that would wholly create new development and new trips from zero.

On parking, the project provides 17 total spaces. As it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road. I will provide the suggestion for no parking signage to our Transportation staff to consider based on the specifics of Temescal Canyon Road.

Regarding odors, the project is conditioned to comply with odor control requirements for cannabis activities. Specifically the project is required to comply with the below:

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

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.

There are a number of security related measures applied to Commercial Cannabis uses, specifically a requirement for the operator to have a plan to prevent loitering on the lot that may lead to other nuisance or vandalism in the area. The operator may choose additional security measures such as trained security personnel on site to patrol the parking lot.

On the historic trail, there are requirements for new developments to install plaques or signs to reflect the location of the historic trail along certain segments. As an existing development this requirement for a plaque or sign would not necessarily apply. Additionally, I was informed that there may already be a sign or plaque along this portion of Temescal Canyon Road to serve that purpose.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



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**From:** Amie [mailto:camiek@aol.com]  
**Sent:** Tuesday, June 2, 2020 4:39 PM  
**To:** Brady, Russell <rbrady@RIVCO.ORG>  
**Cc:** Greene, Jeffrey <JGreene@RIVCO.ORG>  
**Subject:** CONDITIONAL USE PERMIT NO. 190053 and DEVELOPMENT AGREEMENT NO. 1900044

I am writing in opposition to approving this CUP as it currently sits. As a resident of Dawson Canyon, I have several concerns. Nobody has reached out to our neighborhood prior to this meeting so I'll express them here:

1. My main concern is traffic. This intersection, Temescal Canyon Road and Dawson Canyon Road is actually more of a 3 way intersection with the 4th side being a driveway into the project. The signals appear to work off sensors to keep the numerous landfill trucks moving. Any disruption to that system will cause backup traffic on both TCR and Dawson Canyon Rds. When the exiting traffic on Dawson Canyon Rd gets backed up, the residents can't leave. There is no traffic control coming out of the landfill to allow cross traffic from the residences in. This needs to be looked at.
2. Parking will be a problem. I would like to see No Parking Signs along both sides of Temescal Canyon and Dawson Canyon Roads. This is already a dangerous area and street parking will be a real problem, not to mention there's supposed to be a bike lane in the area.

3. Smell is a concern. It has been my experience that projects get approved with odor mitigation, and when they are not sufficient, residents are asked "what did you expect?" I don't know who believes this stuff, but I know I don't.

4. The vast amounts of open space next the this proposed project might be problematic. The Temescal Wash already has vandals, squatters and people looking for a place to party, frequenting it. The residential neighborhood of Dawson Canyon isn't immune to that. This is where meeting with residents would have been helpful. We will need help and assurances that the customers of this operation will not enter our private properties. For reference, most of us are on lots ranging from 10 acres to over 50 acres. It's different than in the city. It takes much longer for the sheriff to arrive out here as well. You can't approve something yet again and leave us to fend for ourselves.

5. There is a National Historic Trail, The Butterfield Overland Trail, that is planned in this same area. I don't see any mention of it in the documents. I feel that it isn't a good match for the project but might concede that there could be an opportunity for the community benefit portion of the project to fund the trail elsewhere.

Thank you,  
Amie Kinne  
Dawson Canyon Resident  
Temecal Valley

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Tuesday, June 2, 2020 5:16 PM  
**To:** Jannlee Watson  
**Cc:** 'Carl Bruce Shaffer'; Leach, Charissa; Greene, Jeffrey; Jeffries, Kevin  
**Subject:** RE: PC Agenda Item 4.4

Thanks for that clarification and I forgot about the 3 security personnel to relate to the amount of parking needed for non-customers. The 1 space per 200 square feet typical calculation for retail parking is based on parking to be provided for employees and customers. The project providing over double that typical retail rate we anticipate to be adequate.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



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**From:** Jannlee Watson [mailto:jannlee.watson@ca.rr.com]  
**Sent:** Tuesday, June 2, 2020 4:59 PM  
**To:** Brady, Russell <rbrady@RIVCO.ORG>  
**Cc:** 'Carl Bruce Shaffer' <cbsshaffer73@gmail.com>; Leach, Charissa <cleach@rivco.org>; Greene, Jeffrey <JTGreene@RIVCO.ORG>; Jeffries, Kevin <KJeffries@RIVCO.ORG>  
**Subject:** RE: PC Agenda Item 4.4  
**Importance:** High

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Russell – Thank you for your quick response. I only have one clarification for the commissioners. Yes, there are 17 parking spaces, but you fail to mention River Releaf will have six retail employees and three security guards “at a given time.” Those nine employees reduce customer parking to eight spaces, which is allowable using the 1 space for 200 square feet formula for customer parking. We are suggesting because of the traffic conditions in this area along Temescal Canyon Road, eight spaces will not suffice and street parking should not be allowed.

jannlee

**From:** Brady, Russell <[rbrady@RIVCO.ORG](mailto:rbrady@RIVCO.ORG)>  
**Sent:** Tuesday, June 2, 2020 4:22 PM  
**To:** Jannlee Watson <[jannlee.watson@ca.rr.com](mailto:jannlee.watson@ca.rr.com)>  
**Cc:** Carl Bruce Shaffer <[cbshaffer73@gmail.com](mailto:cbshaffer73@gmail.com)>; Leach, Charissa <[cleach@rivco.org](mailto:cleach@rivco.org)>; Greene, Jeffrey <[JTGreene@RIVCO.ORG](mailto:JTGreene@RIVCO.ORG)>; Jeffries, Kevin <[KJeffries@RIVCO.ORG](mailto:KJeffries@RIVCO.ORG)>  
**Subject:** RE: PC Agenda Item 4.4

Thank you for your comments. See below responses to your comments, but let me know if there is anything I missed or if there are any further comments you have.

On parking, the project provides 17 total spaces. As it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road.

The applicant had provided the attached Waste Water Filtration specs that appears to be what is referred to on the site plan note. This spec sheet was not requested by us and was not reviewed for us for any verification purposes. The water filtration and any other measures would be reviewed with building permit based on the specifics of what is proposed at that time.

The project is subject to the requirements for odor control in general and specific measures to be included in the construction and operation off the facility pursuant to requirements of the ordinance and per the Advisory Notification Document. No condition of approval is necessary to echo this requirement that will be applied to the project.

Due to COVID-19 limitations on ability to meet, this project has not been presented to the TVMAC. While we and the applicant understand the importance of such outreach efforts with TVMAC, the process for the project was to still proceed to Planning Commission for consideration since it was and is still not known when such meetings will be able to occur in person or possibly remotely. I was not personally aware and I am not sure the applicant was aware that TVMAC was accommodating any meetings remotely. The project does also require consideration by the Board of Supervisors and we have the understanding that the project will be presented to TVMAC prior to Board's consideration if such TVMAC meetings are able to be accommodated in a reasonable time.

We do seek to maximize the time for noticing and availability of staff reports and other documents as much as feasible, but we do many times run up to deadlines for such noticing unfortunately. The noticing for the project and the availability of the staff report followed all applicable requirements and procedures. Additionally, since the project will

require further consideration by the Board of Supervisors that will provide additional time for your review of the project in the meantime if the Planning Commission does decide to take action on it tomorrow.

Thanks

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



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**From:** Jannlee Watson [<mailto:jannlee.watson@ca.rr.com>]  
**Sent:** Tuesday, June 2, 2020 2:53 PM  
**To:** Brady, Russell <[rbrady@RIVCO.ORG](mailto:rbrady@RIVCO.ORG)>  
**Cc:** Carl Bruce Shaffer <[cbshaffer73@gmail.com](mailto:cbshaffer73@gmail.com)>; Leach, Charissa <[cleach@rivco.org](mailto:cleach@rivco.org)>; Greene, Jeffrey <[JtGreene@RIVCO.ORG](mailto:JtGreene@RIVCO.ORG)>; Jeffries, Kevin <[KJeffries@RIVCO.ORG](mailto:KJeffries@RIVCO.ORG)>  
**Subject:** PC Agenda Item 4.4

**RE: CUP 190053 and DA 1900044**

**Honorable Commissioners:**

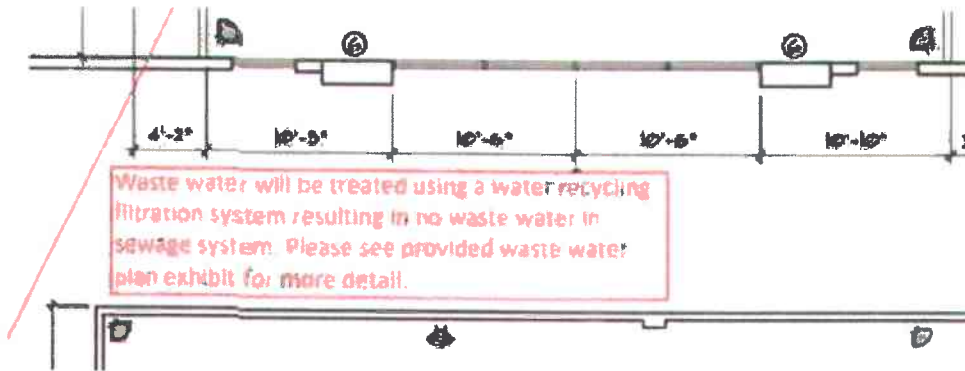
Allow me to preface my comments by stating I am not opposed to cannabis businesses operating in Temescal Valley. I do have questions on this application and other questions were raised during our We Are Temescal Valley citizen's group meeting this weekend.

- Eight parking spaces for retail customers may not be enough based on visits to cannabis businesses operating in the city of Lake Elsinore. The T-intersection at Temescal Canyon and Dawson Canyon roads is problematic. Dawson Canyon Road is the only road waste haulers can use in transporting trash to the El Sobrante Landfill – about 1,000 in and out trips per day, according to a member of the landfill's Citizen Oversight Committee. It also is the only ingress/egress road residents of the Spanish Hills and Dawson Canyon communities have in accessing their homes. Temescal Canyon Road at that intersection is subject to traffic congestion created by I-15 motorists when used as a detour to avoid freeway gridlock. Temescal Canyon road cannot safely serve as overflow parking for River Releaf



customers. Perhaps the applicant can be conditioned to lease additional parking spaces from the neighboring businesses within the center?

- A schematic illustrating the layout of the building references a plan for a waste water recycling filtration system exhibit included in the report. We could find no such exhibit. Additionally, the general manager of the Temescal Valley Water District said he has had no contact from the applicant and was unaware of this business.



- We are concerned about odors. While the Advisory Notification Document (Planning.6 – G – F. Nuisance Odors) spells out the need for a sufficient odor absorbing ventilation and exhaust system, we can find no reference to this requirement in the staff report under Cultivation Operational Requirements nor in the conditions for the CUP.
- There has been no community outreach by River Releaf or the current property owners. We know the state's mandate since March against non-essential gatherings prevented meetings, but outreach should have begun as soon as the DAC review was completed. Additionally, in recent weeks, we have had video conferencing meetings with developers of other Temescal Valley projects who reached out to us about their proposed plans. We would like to know who River Releaf is, what is its background and experience with cannabis commerce, and where it is headquartered.
- The public notice for this hearing was published in the Press-Enterprise on Sunday, May 24. We could not review the staff report and application packet until the agenda for the Commission meeting was published Thursday, May 28. We have had less than two weeks – actually six business days – to try to educate ourselves about this application.
- As explained in the last two bullet points, therefore we ask you to postpone the public hearing for CUP 190053 and DA 190044 until the July 1, 2020 Planning Commission meeting. In the meantime, if given contact information, we will endeavor to meet with River Releaf representatives to obtain answers to our questions.

Thank you ...

**Jannlee Watson**  
**We Are Temescal Valley**  
**Communications Chairman**  
**951-277-0383**

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### **Wastewater Filtration System**

Wastewater will be treated using an on site Netafim Ultra system which recycles all of the irrigation runoff, filters the water using a non chemical process, and then reintroduces the newly filtered water back into the irrigation system. The 2% of runoff from this process will be saved in a tank onsite and removed via a vacuum truck periodically. No irrigation waste water will be introduced into the sewage system.

Please see the attached plan from a Netafim technician and additional information regarding the system.

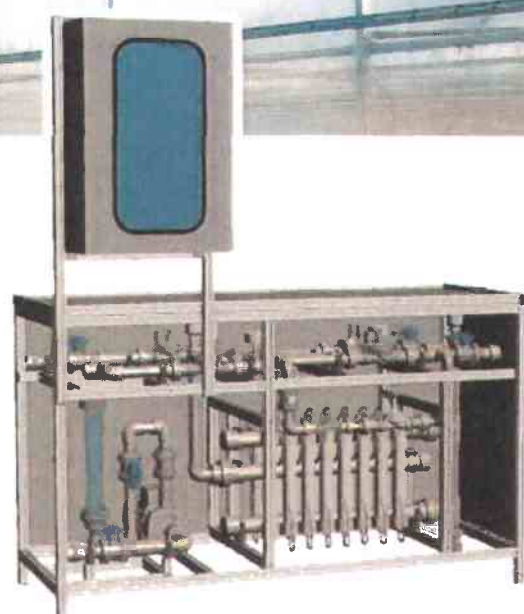
DIGITAL FARMING

# NUF RUNOFF RECYCLING SYSTEM



## NUTRIENT DISINFECTION AND RECYCLING

The NUF® system removes pathogens, parasites and fungi from the irrigation water in one single pass\*, thanks to the 0.03 µ absolute ultra filtration rate of the NUF® membranes - while micronutrients and fertilizer concentration remains unaltered and available to the plants. Water flows to the system at low pressure while the purification process takes place by simple mechanical size exclusion on the membranes - without use of chemical, thermal or biological treatment. 98% of the irrigation water and fertilizers are recycled, while the pollutants are expelled during periodical backwashes.



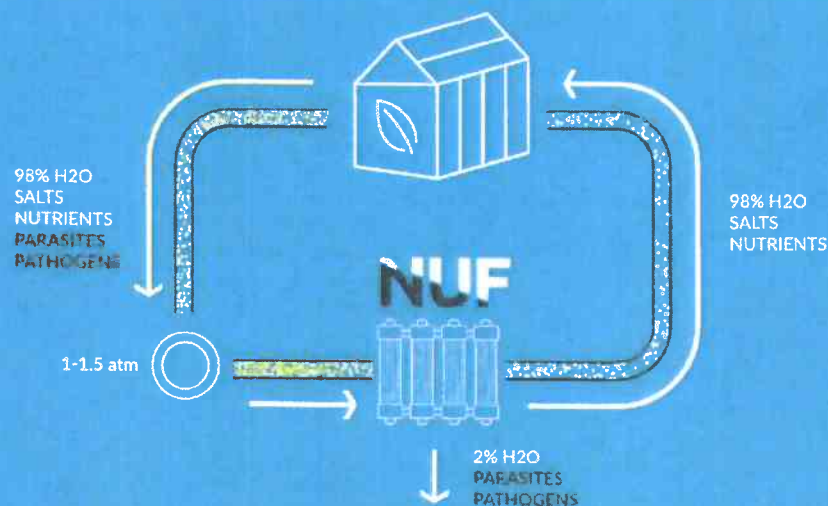
## SPECIFICATIONS

- ABSOLUTE filtration rate of 30 nm => 0.03 MICRONS\*
- Smooth membrane surface => low fouling and extremely easy to clean
- Easy scalability and modularity

## APPLICATIONS

- Irrigation water and fertilizer runoff recycling in Greenhouses and Nurseries
- Disinfection of irrigation water - breaks down pathogens, parasites and fungi\*

## SANITATION AND REUSE IN ONE SINGLE PASS\*

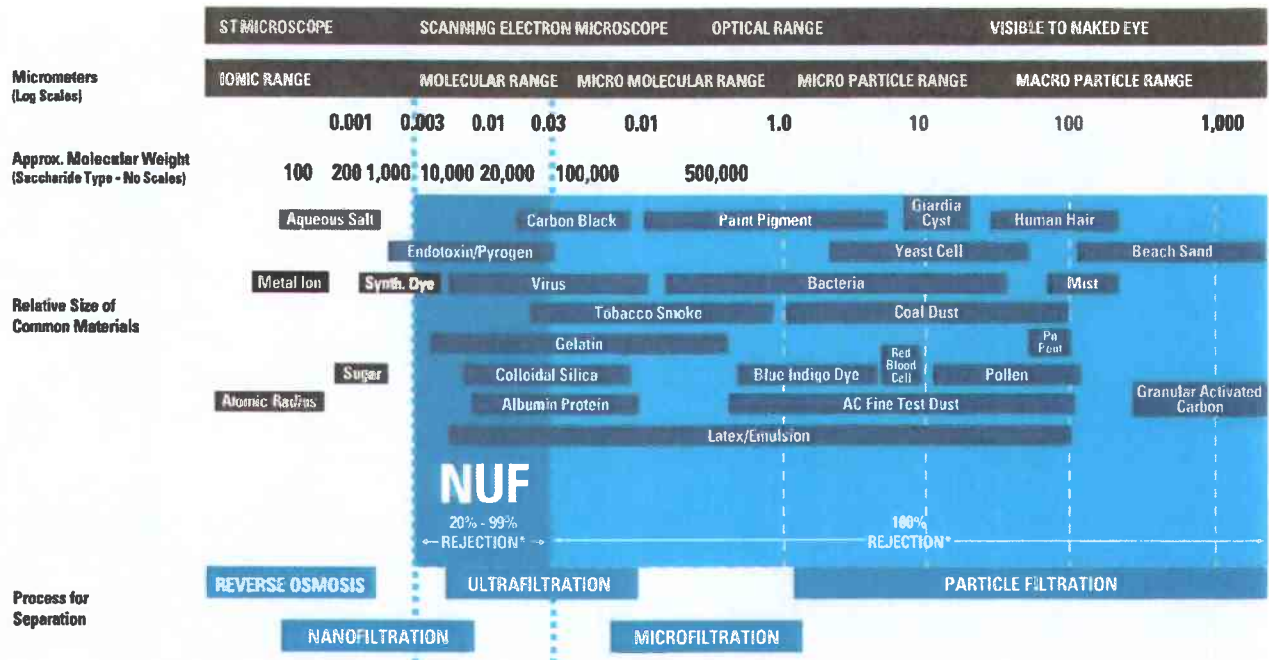


## PRODUCT ADVANTAGES

- Re-use 98% of nutrient water
- Absolute pathogen barrier\* - Pathogen barrier efficiency based on the amount of pathogen in the inlet water
- Keep fertilizers and micro elements intact
- No chemical, thermal or biological treatments used
- Minimal, almost no-cost energy requirements
- Compact and fully automated water recycling system
- Huge saving in water and fertilizer cost

\* Efficacy rates based on initial content; contact Netafim USA for more information. Some primary and secondary treatment might be required.

# FILTRATION SPECTRUM



## NUF® COMPARED TO OTHER WATER TREATMENT METHODS

### COMMON WATER TREATMENTS

**ULTRA VIOLET** - Statistical pathogen removal. Performance deteriorates with turbidity. Change Structure of water contents. Electric consumption.

**OZONE** - Decrease of pH to 4. Concentration of ozone. Algae formation. Not possible to process automatically.

**HEATING** - Decrease of pH to 4. High cost of energy and maintenance.

**BIO SAND FILTER** - Limited application (selective disinfection). Small volumes. Maintenance intensive (tanks).

**ELECTRO CHEMICAL ACTIVATION** - At increase of disease pressure - no automatic adjustment possible.



### NUF ULTRA FILTRATION

NUF provides **absolute** pathogen\* removal regardless of water turbidity. Pathogen barrier efficiency based on the amount of pathogen in the inlet water.

NUF **does not change** the water composition and does not harm the nutrients in the water.

NUF is **chemical free**. No need to heat. Very low energy required.

NUF is more **efficient and cost-effective** than any other solution.

NUF is **simple**, safe for usage and long lasting.

\* Efficacy rates based on initial content; contact Netafim USA for more information. Some primary and secondary treatment might be required.

### ORDERING INFORMATION

ITEM NUMBER	MODEL NUMBER	DESCRIPTION
70180-000100	31NUF8GPMUS	NUF 8 GPM US
70180-000101	31NUF20GPMUS	NUF 20 GPM US



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Fresno, CA 93727  
CS 888 638 2346  
[www.netafimusa.com](http://www.netafimusa.com)

# NETAFIM ULTRA FILTRATION

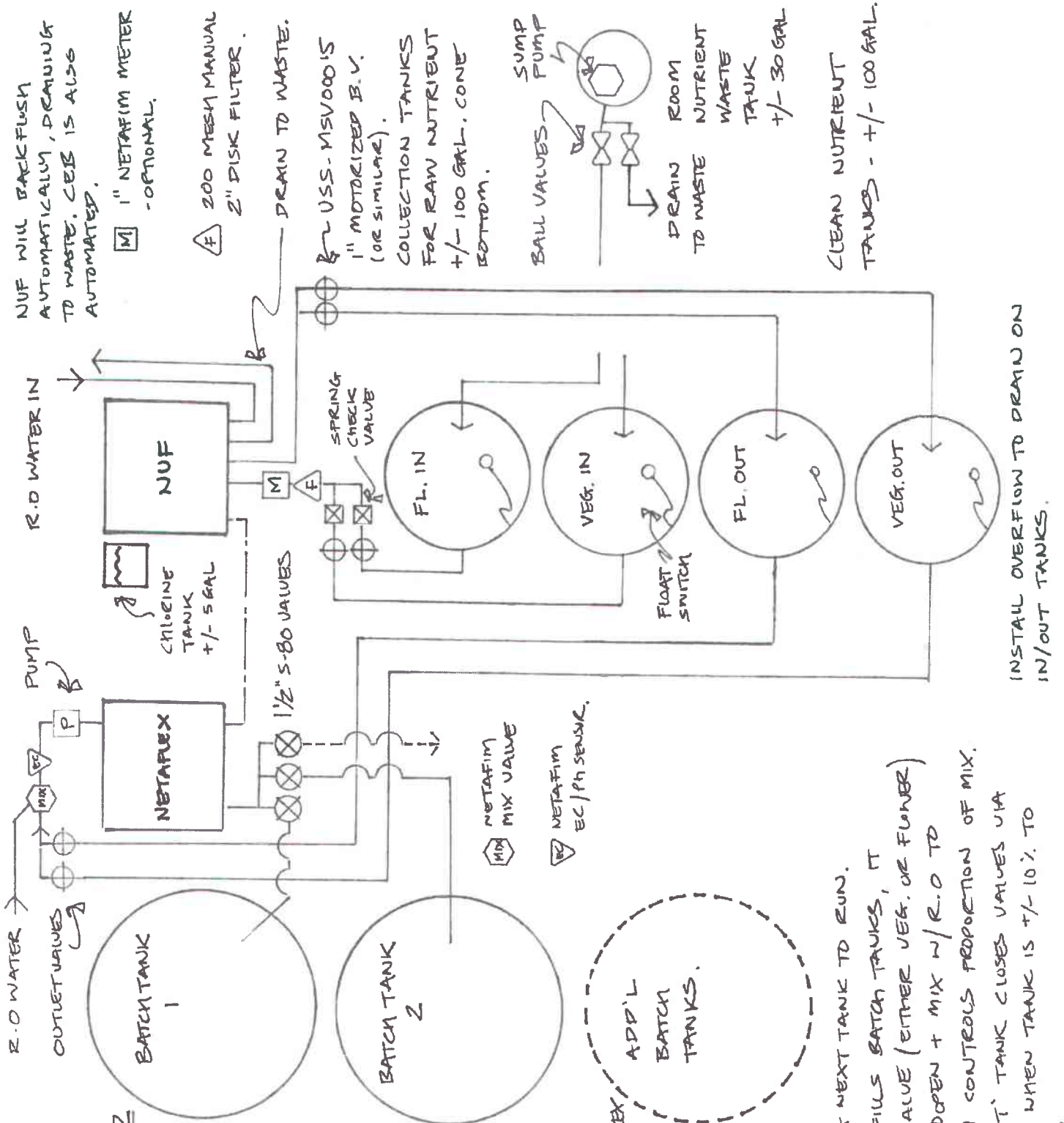
## LAYOUT OPTION 2

### SETUP NOTES:

'PUMP 2' OUTPUT FROM NETAFLEX CONNECTS TO LSL INPUT ON NUF  
PUMP 2 IS ASSIGNED TO VALVES ON 'CLEAN' TANKS AND 'RAW' TANKS.

FLOAT SWITCH IN RAW TANK IS SET TO TRIGGER NMC INPUT (DIG.) AT NETAFLEX AT +/- 75% FULL. THIS TRIGGERS MECHANICAL VALVE AT BOTH RAW AND CLEAN TANK TO

OPEN. SHUTS OFF AT +/- 10%. ALLOWING NEXT TANK TO RUN. WHEN NETAFLEX FILLS BATCH TANKS, IT TRIGGERS OUTLET VALVE (EITHER VEG. OR FLOWER) ON CLEAN TANK TO OPEN + MIX N/R.O TO NETAFLEX. EC/PH CONTROLS PROPORTION OF MIX. FLOAT SWITCH ON 'OUT' TANK CLOSES VALVES VIA CONDITION PROGRAM WHEN TANK IS +/- 10% TO PREVENT OVER RUN.



NUF WILL BACKFLUSH AUTOMATICALLY, DRAINING TO WASTE. CEBS IS ALSO AUTOMATED.

M 1" NETAFIM METER - OPTIONAL.

F 200 MESH MANUAL 2" DISK FILTER.

DRAIN TO WASTE.

B USS-MSV000'S 1" MOTORIZED B.V. (OR SIMILAR). COLLECTION TANKS FOR RAW NUTRIENT +/- 100 GAL. CONE BOTTOM.

SUMP PUMP BALL VALVES DRAIN ROOM NUTRIENT TO WASTE TANK +/- 30 GAL

CLEAN NUTRIENT TANKS - +/- 100 GAL.

INSTALL OVERFLOW TO DRAIN ON IN/OUT TANKS.

# NETAFIM ULTRA FILTRATION

## LAYOUT OPTION 2

### SETUP NOTES:

'PUMP Z' OUTPUT FROM NETAFLEX CONNECTS TO USL INPUT ON NUF

PUMP Z IS ASSIGNED TO VALVES ON 'CLEAN' TANKS AND 'RAW' TANKS.

FLOAT SWITCH IN RAW TANK IS SET TO TRIGGER NMC

INPUT (DIG.) AT NETAFLEX AT +/- 75% FULL.

THIS TRIGGERS MECHANICAL VALVE

AT BOTH RAW AND CLEAN TANK TO

OPEN. SHUTS OFF

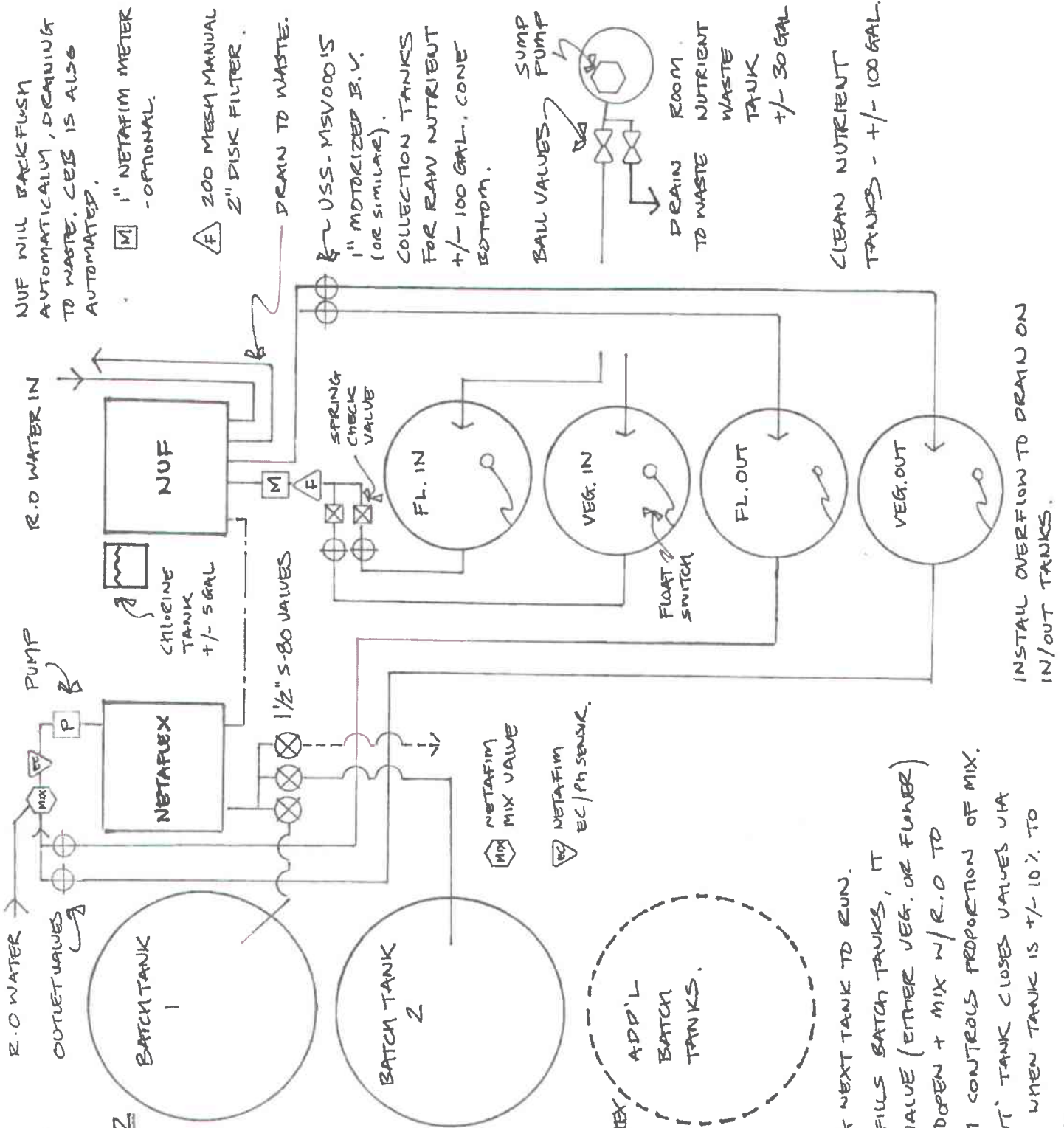
AT +/- 10% ALLOWING NEXT TANK TO RUN.

WHEN NETAFLEX FILLS BATCH TANKS, IT TRIGGERS

OUTLET VALVE (EITHER VEG. OR FUNG.) ON CLEAN TANK TO OPEN + MIX W/ R.O TO NETAFLEX.

EC/PH CONTROLS PROPORTION OF MIX. FLOAT SWITCH ON 'OUT' TANK CLOSES VALVES VIA

CONDITION PROGRAM WHEN TANK IS +/- 10% TO PREVENT DRY RUN.





# Application of tube-type ceramic microfiltration membrane for post-treatment of effluent from biological wastewater treatment process using phase separation

Dong-Jin Son<sup>1</sup>, Woo-Yeol Kim<sup>2</sup>, Chan-Young Yun<sup>2</sup>, Dae-Gun Kim<sup>3</sup>, Duk Chang<sup>2</sup>,  
Young Sunwoo<sup>2</sup>, Ki-Ho Hong<sup>4\*</sup>

<sup>1</sup>Department of Advanced Technology Fusion, Konkuk University, Seoul 05029, Republic of Korea

<sup>2</sup>Department of Environmental Engineering, Konkuk University, Seoul 05029, Republic of Korea

<sup>3</sup>Materials & Membranes Co., Ltd., Gwahakdanji-ro, Gangneung 25440, Republic of Korea

<sup>4</sup>Division of Interdisciplinary Studies, Konkuk University, Seoul 05029, Republic of Korea

## ABSTRACT

A tube-type ceramic membrane for microfiltration was developed, and the membrane module comprised of three membranes was also applied to biological carbon and nitrogen removal processes for post-treatment. Manufacturing the microfiltration membrane was successful with the structure and boundary of the coated and support layers within the membrane module clearly observable. Total kjeldahl nitrogen removal from effluent was additionally achieved through the elimination of solids containing organic nitrogen by use of the ceramic membrane module. Removal of suspended solids and colloidal substances were noticeably improved after membrane filtration, and the filtration function of the ceramic membrane could also easily be recovered by physical cleaning. By using the ceramic membrane module, the system showed average removals of organics, nitrogen, and solids up to 98%, 80% and 99.9%, respectively. Thus, this microfiltration system appears to be an alternative and flexible option for existing biological nutrient removal processes suffering from poor settling performance due to the use of a clarifier.

**Keywords:** Alternating flow, Ceramic membrane, Intermittent aeration, Post-treatment, Wastewater treatment

## 1. Introduction

In general, nutrients such as nitrogen and phosphorus in wastewater are well known as major factors encouraging growth of algae which cause eutrophication in aquatic ecosystems. It can lead to oxygen exhaustion in water bodies, reduction in species diversity, and taste, odor, and water treatment problems [1-3]. Therefore, removal of nitrogen and phosphorus is absolutely necessary for protection of water resources from eutrophication [4]. Eutrophication can be prevented by the control of either nitrogen or phosphorus [5].

Nutrient removal from wastewater is generally achieved by physical, chemical, and/or biological treatments. Among these, biological treatments have advantages associated with disposal of produced sludge, and its maintenance costs can be more economical and

sustainable than other treatment methods [6]. Numerous studies on the biological nutrient removal (BNR) process have been carried out. Most notably, phase separation technology adopting intermittent aeration and flow path change has been widely used and applied [7-10]. This technology has some advantages: (1) elimination of the need for internal recirculation of sludge and nitrified effluent, (2) higher process flexibility by controlling each phase to match the fluctuation of influent loads, and so on. In spite of their many advantages, however, phase separation technology has the limitation of poor settling performance due to the use of a clarifier like any other biological process.

Membrane separation is a remarkable technology that overcomes the settling problems in general biological wastewater treatment. Membrane separation has many merits such as stable purified effluent quality, small area requirement, and relatively lower sensitivity



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to fluctuation as a consequence of higher biomass concentration [11, 12]. In particular, membranes made of ceramic materials have been emerging as a promising technology due to its inert characteristics, thermal stability, resistance to acids and strong solvents, and relatively narrow pore size distribution with higher porosity [13-19]. Ceramic membranes can be applied under conditions of higher permeate flux, and it can reduce chemical cleaning periods caused by fouling [15, 18]. They are also more economical in the long-term operation due to lower operation costs [14].

In this study, a tube-type ceramic microfiltration membrane having chemical, thermal, and mechanical stability and a relatively long working life was developed to overcome the disadvantages of organic polymeric membranes. The membrane module comprised of three tube-type ceramic membranes was also applied to biological phase separation processes for enhanced removal of carbon and nitrogen, and its performance was evaluated. The filtration function and recovery characteristics of the ceramic membrane manufactured in this study were also evaluated.

## 2. Materials and Methods

The biological phase separation system adopting flow path change and intermittent aeration is composed of two reactors and a clarifier, and it is combined with a ceramic microfiltration membrane module, as shown in Fig. 1. The residual particulate contaminants such as suspended solids (SS) and colloidal substances discharged from the clarifier were separated by membrane filtration.

### 2.1. Biological Wastewater Treatment Process Using Phase Separation

The two reactors in the biological process have a total liquid volume of 11.2 L and each reactor is 150 mm long and 100 mm wide with a height of 300 mm. The solenoid valves for alternating flow and aerators for intermittent aeration are operated by a programmable logic controller. Nitrogen removal in biological phase separation is carried out by rotating aerobic and anoxic phases during four different steps. Phase separations can be accomplished by adopting intermittent aeration and alternating flows between the two reactors.

The operational sequence is comprised of four steps A, B, C, and D in series for one complete cycle of operation. These four steps may be divided into two main steps A and C, and two intermediate steps B and D. Steps C and D are mirror images of steps A and B. In step A, one reactor is in aerobic phase and the other in anoxic phase. During the aerobic phase, nitrification reactions occur and residual organics can be removed. During the anoxic phase, denitrification reactions take place and influent organics are supplied continuously as a carbon source. In step B, both reactors are in aerobic phase. Each phase length can be changed to achieve a particular treatment purpose. In this study, the time for one complete cycle comprising of the four steps was 4 h. Time lengths for aerobic and anoxic phases were 2.5 h and 1.5 h, respectively. The system was inoculated with activated sludge from a municipal wastewater treatment plant in Seoul, Korea. Also, the biological process was operated at a hydraulic retention time (HRT) of 8 h and a solid retention time (SRT) of 20 d.

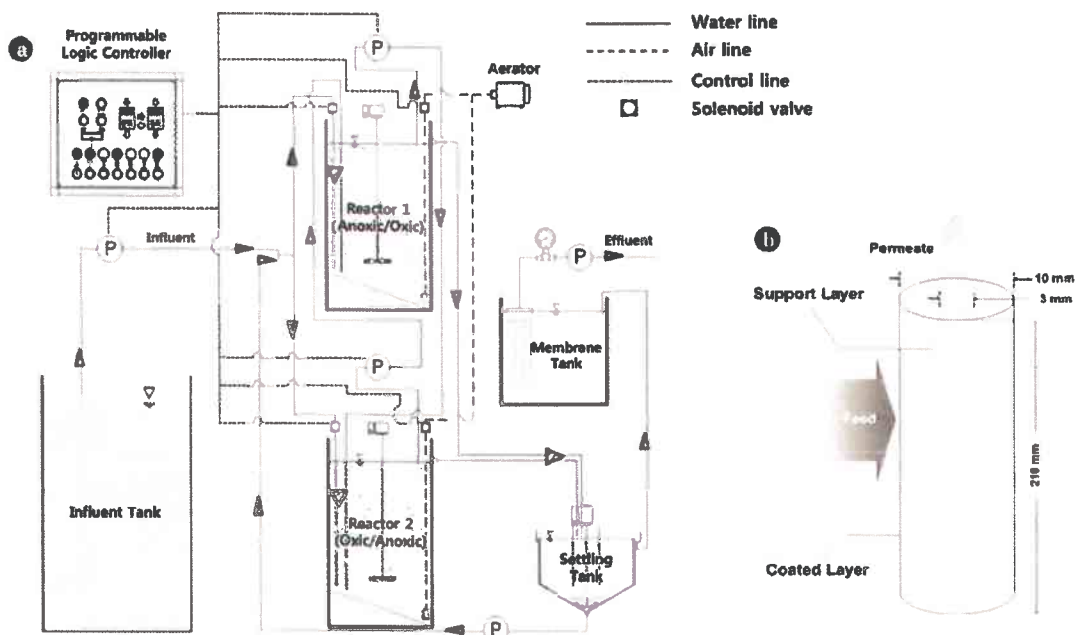


Fig. 1. Schematic diagram of (a) combined biological phase separation process with ceramic membrane (b) Tube-type ceramic membrane.



**Table 1.** Effluent Characteristics after Biological Phase Separation Process and Microfiltration

Parameters	Effluent from biological phase separation process*	Effluent from microfiltration*
Total Suspended Solids (mg/L)	0.2-1.6 (0.7 ± 0.3)	0.0-0.1 (0.1 ± 0.1)
Turbidity (NTU)	1.0-3.5 (2.0 ± 0.7)	0.5-0.9 (0.7 ± 0.1)
Chemical Oxygen Demand (mg/L)	Total 4-28 (12 ± 6)	0-7 (4 ± 2)
	Soluble 0-24 (8 ± 6)	0-7 (3 ± 2)
Total Kjeldahl Nitrogen (mg/L)	0.0-2.2 (0.7 ± 0.6)	0.0-0.8 (0.2 ± 0.3)
Ammonia (mg/L)	0.0-2.0 (0.4 ± 0.6)	0.0-0.6 (0.1 ± 0.2)
Nitrate (mg/L)	4.64-11.48 (7.00 ± 1.93)	5.63-6.55 (5.88 ± 0.29)

\*minimum-maximum (average ± std.)

## 2.2. Preparation of Tubular-type Ceramic Microfiltration Membrane

For the manufacturing of a tube-type ceramic membrane, a mixture of poly methyl methacrylate (PMMA) powder, 20  $\mu\text{m}$  in particle size, and  $\alpha$ -alumina ( $\alpha\text{-Al}_2\text{O}_3$ ) powder, having a particle size of 5  $\mu\text{m}$ , was blended with a cellulose binder of 27 wt% into a paste, and it was shaped into a tube by extrusion molding and used as a support layer for the membrane. To eliminate the cellulose binder, the extruded and dried paste was sintered under conditions of 300°C, 500°C and 1,500°C, in three consecutive steps. It was also coated with a spray of slurry which contained  $\alpha$ -alumina powder, 0.5  $\mu\text{m}$  in particle size, for formation of microfiltration permeability, and then re-sintered reaching 1,200°C. Thus, the manufactured tube-type ceramic membrane is constructed with a coated layer for filtration and a support layer for collection of filtrate, which supports the coated layer structurally. The thickness of coated and support layers were 20  $\mu\text{m}$  and 3.5 mm, respectively. Specific volume was also measured by mercury porosimetry method to confirm the actual pore size distribution in the manufactured ceramic membrane.

## 2.3. Ceramic Microfiltration Membrane Module

The ceramic microfiltration membrane module consists of three tube-type membranes, and the surface area of each individual membrane is 72.2  $\text{cm}^2$ . The module was installed subsequent to the secondary clarifier in the biological treatment process for post-treatment of effluent and operated in a dead-end filtration manner with a peristaltic pump (Model No. 7553-75, Cole-Parmer Instrument Company, USA). A pressure gauge was also installed for measurement of transmembrane pressure (TMP).

## 2.4. Preparation of Feed Water and Analytical Methods

Synthetic feed, representing typical organic and nitrogen concentrations of domestic wastewater in Korea, was prepared and used. The chemical oxygen demand (COD), total kjeldahl nitrogen (TKN), and ammonia of the synthetic wastewater ranged between 135-230 mg/L (average 200 mg/L), 24.6-36.4 mg/L (average 33.0 mg/L), and 20.2-32.8 mg/L (average 29.0 mg/L), respectively. The effluent characteristics after biological phase separation process and microfiltration were summarized in Table 1. All analyses were conducted as per procedures outlined in the American Public Health Association (APHA) Standard Methods [20].

## 3. Results and Discussion

### 3.1. Evaluation of Manufactured Ceramic Membrane

Fig. 2 shows a cross-sectional scanning electron micrograph and pore size distribution of the tube-type ceramic membrane manufactured in this study. The structure of the microfiltration membrane is composed of coated and support layers with a thickness of 20  $\mu\text{m}$  and 3.5 mm, respectively. As we can see from the cross-sectional micrograph, the boundary of each layer can be clearly observed. The actual pore size distribution in the manufactured ceramic membrane was measured and confirmed by the mercury porosimetry method. As presented in Fig. 2, pore diameters of both the coated and support layers of the membrane were in the range of 0.1-0.2  $\mu\text{m}$  and 2-5  $\mu\text{m}$ , respectively. This means that a ceramic microfiltration membrane can be manufactured successfully by coating  $\alpha$ -alumina powder for formation of a microfiltration layer.

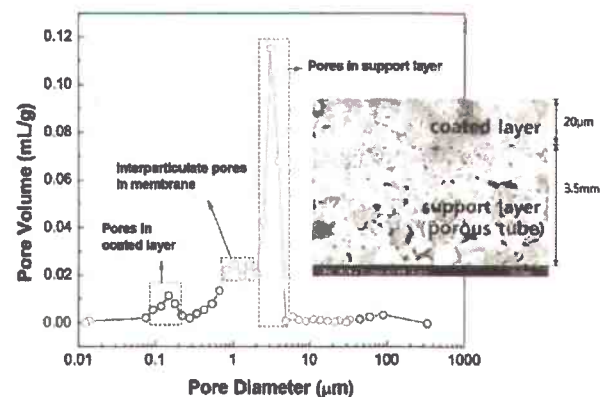


Fig. 2. Pore distribution and SEM of ceramic membrane.

### 3.2. Organic Removal Characteristics

Fig. 3 presents the COD removal characteristics of the biological phase separation process adopting flow path change and intermittent aeration before and after application of the ceramic microfiltration membrane module. Under the condition of an HRT of 8 h and a cycle time of 4 h, the concentrations of total COD (TCOD)

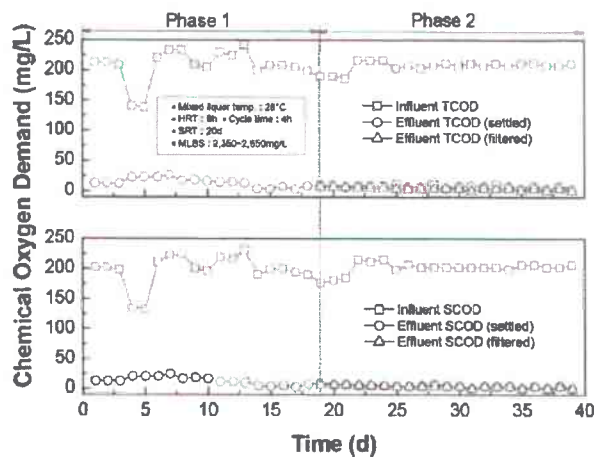


Fig. 3. Organics removal characteristics of system.  
(Phase 1: system before membrane module application, Phase 2: system after membrane module application)

and soluble COD (SCOD), which represents the dissolved organics in the effluent from the biological phase separation process, were observed to be in the range of 4-28 mg/L (average 11.5 mg/L) and 0-24 mg/L (average 8.3 mg/L), respectively. However, this process combined with the ceramic microfiltration membrane module was capable of producing effluent TCOD and SCOD ranging 0-6.7 mg/L (average 3.8 mg/L) for the same operating conditions. Residual solids and colloidal substances in the effluent could be additionally removed by membrane filtration thereby improving the process stability. Cases of such successful additional separation of remaining solids and colloids in effluent by membrane filtration have been reported elsewhere [21-23].

### 3.3. Nitrogen Removal Characteristics

Biological nitrogen removal processes are generally classified as post-denitrification or pre-denitrification, depending on the process configuration. Post-denitrification can be achieved with a serial step after nitrification, requiring an external carbon source supply. Pre-denitrification, where the denitrification reactor precedes the nitrification reactor, achieves nitrogen removal without external carbon source addition. This process requires a recycling of nitrified effluent to an anoxic reactor where it mixes with the influent.

During the anoxic phase in the biological phase separation adopting flow path change and intermittent aeration used in this study, however, influent organics such as COD may be supplied continuously as an indispensable carbon source for denitrification reaction without sludge recycle and nitrified effluent recirculation. Fig. 4 shows the nitrogen removal characteristics of the biological phase separation process before and after application of the ceramic membrane module. When the process was operated at an HRT of 8 h and a cycle time of 4 h, the concentrations of TKN, ammonia, and nitrate in the effluent from the biological phase separation process were shown to be in the range of 0-2.24 mg/L (average 0.74 mg/L), 0-1.96 mg/L (average 0.40 mg/L), and 4.64-11.48 mg/L (average 7.0 mg/L), respectively. Whereas the process adopting membrane filtration was capable of producing TKN, ammonia,

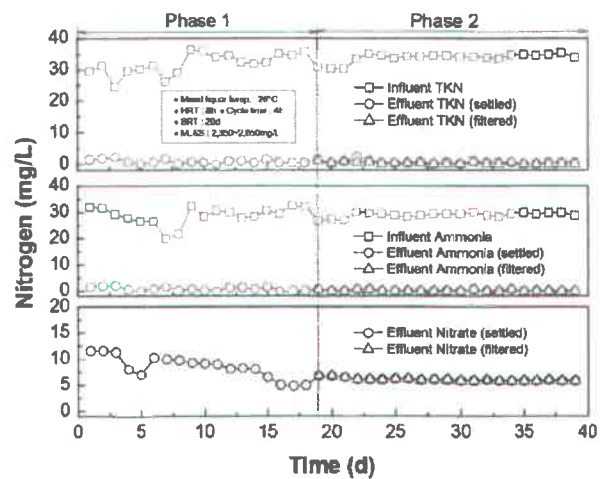


Fig. 4. Nitrogen removal characteristics of system.  
(Phase 1: system before membrane module application, Phase 2: system after membrane module application)

and nitrate in effluent ranging from 0-0.84 mg/L (average 0.24 mg/L), 0-0.56 mg/L (average 0.13 mg/L), and 5.63-6.55 mg/L (average 5.88 mg/L), respectively. It should be noted that additional TKN removal can be achieved successfully through the elimination of solids containing organic nitrogen in effluent by use of the ceramic membrane module. There is no ammonia removal regardless of ceramic membrane application, however, this may be explained by the fact that the ammonia nitrogen in water exists in the form of ammonium ion and free ammonia and they are in equilibrium.

Total nitrogen (TN) removal by this process was 45.4-85.1% (average 75.9%) at the operating conditions mentioned above, and effluent TN concentration ranged from 5.2-13.4 mg/L (average 7.7 mg/L). By using the ceramic membrane module, however, TN removal increased to the range of 70.7-85.3% (average 80.5%) and the process maintained an effluent TN below 10 mg/L. This effluent TN concentration is less than or similar with other researchers' results [24-26] combining a membrane bioreactor or a membrane system with other unit processes. These results suggest that higher TN removal may be successfully achieved by a combination of the biological phase separation process with a ceramic microfiltration membrane.

### 3.4. Filtration Characteristics

Variations of total suspended solids (TSS) concentration and turbidity in effluent discharged from the biological phase separation process before and after application of the ceramic microfiltration membrane module are shown in Fig. 5. The turbidity in effluent was measured in the case of membrane filtration module application because the particles in effluent from the clarifier after general biological wastewater treatment settle quickly and do not contribute to a turbidity reading. The TSS concentration and turbidity in effluent of the biological phase separation process were 0.2-1.6 mg/L (average 0.73 mg/L) and 1.01-3.54 NTU (average 2.02 NTU), respectively, whereas the removal of particulate contaminants such as suspended solids and colloidal substances causing the turbidity

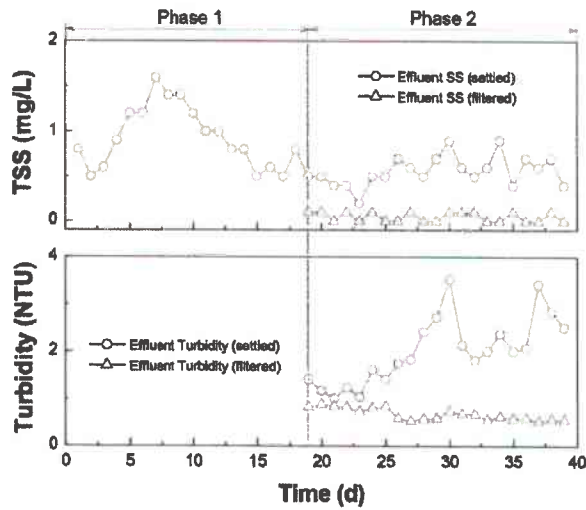


Fig. 5. Profiles of suspended solids and turbidity in effluent with/without ceramic membrane.

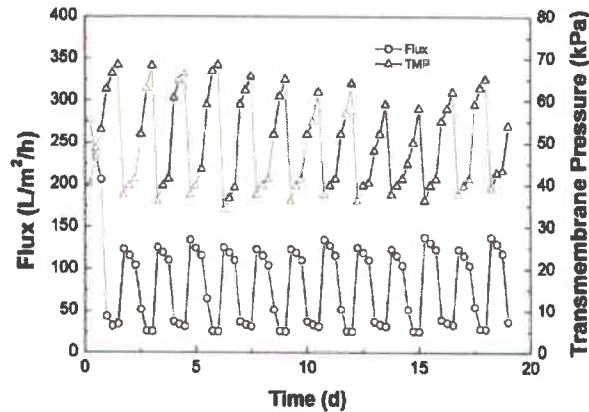


Fig. 6. Flux and TMP profile for filtration of settling tank effluent with ceramic membrane.

is noticeably improved after membrane filtration. The process adopting the ceramic microfiltration membrane module was capable of producing an effluent TSS ranging from 0.0-0.1 mg/L (average 0.047 mg/L) and effluent turbidity as low as 0.524-0.884 NTU (average 0.676 NTU).

In membrane filtration, flux stands for the flowrate of a property per unit area. TMP is defined as the pressure applied through the membrane. During phase 2, membrane filtration operated continuously. Fig. 6 presents the profiles of flux and TMP during the filtration procedure of the ceramic membrane. When the effluent from the clarifier of the biological treatment process was introduced to the ceramic microfiltration membrane, the flux sharply decreased from 280 L/m<sup>2</sup>/h to 30 L/m<sup>2</sup>/h, and it was higher than the results of other studies [23, 27]. The TMP increased to 68.42 kPa, and the variation of TMP was similar with that of Hofs et al. [13]. In order to estimate the back-flushing cycle, the membrane surface was physically cleaned by washing the coated layer of the ceramic membrane, and this was conducted at the critical flux, defined as the permeate flux above which fouling appears. The back-flushing with water was carried out at 1.5 d intervals and it took about 10 min. After back-flushing the membrane, the flux increased to 125-135 L/m<sup>2</sup>/h and a TMP of 35.37 kPa was observed. Steady values of the flux and TMP were maintained, and stable filtration was also achieved regardless of several back-flushings. This result shows that the filtration function of the ceramic membrane developed in this study may be recovered by physical cleaning such as by washing the coated layer, and this is more effective than the chemical cleaning method from an economical point of view.

Fig. 7 shows the SEM micrograph and the surface morphology of the ceramic membrane. As shown in Fig. 7(a), the surface of the membrane has a stably coated structure. As we can see from the cross-sectional micrograph of the membrane surface after filtration in Fig. 7(b), accumulation of solids and colloidal substances on the coated layer may also be observed. As mentioned above, however, fouling of the membrane surface may be controlled easily by physical cleaning.

#### 4. Conclusions

A membrane module comprised of three tube-type ceramic mem-

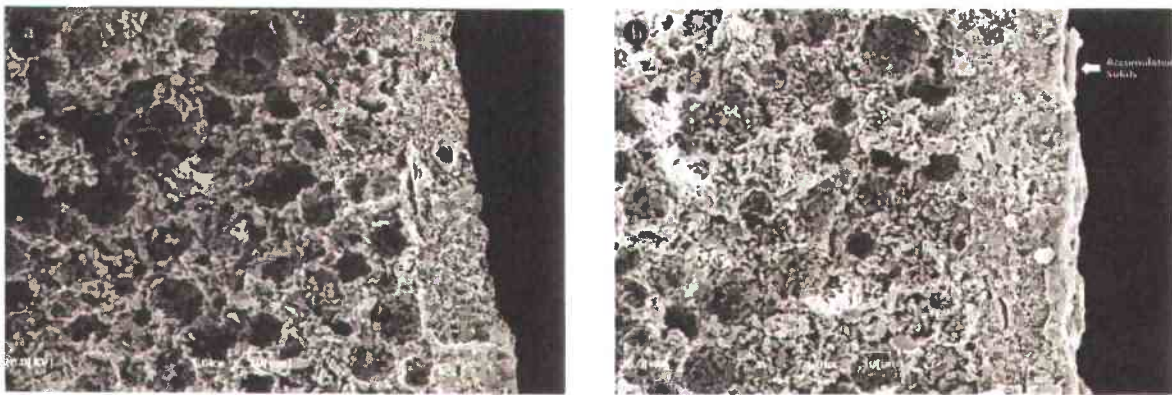


Fig. 7. Cross section of ceramic membrane. (a) Membrane before filtration (b) Membrane after filtration.

branes for microfiltration was developed. It was also applied to biological phase separation processes for simultaneous removal of carbon and nitrogen, and its performance in post-treatment was evaluated. The manufacture of the tube-type ceramic membrane can successfully be achieved by coating  $\alpha$ -alumina powder for formation of a microfiltration layer. The structure and boundary of the coated and support layers in the ceramic membrane were clearly observed. The removals of particulate contaminants such as suspended solids and colloidal substances were noticeably improved after membrane filtration.

Additional TKN removal was achieved through the elimination of solids containing organic nitrogen in effluent by use of the ceramic membrane module. The filtration function of the ceramic membrane developed in this study could be recovered by physical cleaning such as by washing the coated layer. It is more effective than the chemical cleaning method from an economical point of view. Thus, this proposed system is an alternative and flexible option for existing biological nutrient removal processes suffering from poor settling performance due to the use of a clarifier.

## Acknowledgments

This research was supported by Materials and Membranes (M&Ms) Co., Ltd. in Korea.

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## Brady, Russell

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**From:** Brady, Russell  
**Sent:** Tuesday, June 2, 2020 5:16 PM  
**To:** Jerry Sincich  
**Subject:** RE: June 3, 2020, Riverside County Planning Commission Agenda Item 4.4 Comments

They have not analyzed specifically the amount of traffic anticipated for the use since the use is relatively small. While parking has a relation to the amount of traffic anticipated to arrive at a project our means of calculating the need for parking are based directly on the size of the use itself (i.e. the amount of retail sq ft).

I have made the applicant aware of the possible opportunity for remote meetings so they should be reaching out to you to coordinate.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



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**From:** Jerry Sincich [mailto:jsincich1@ca.rr.com]  
**Sent:** Tuesday, June 2, 2020 4:37 PM  
**To:** Brady, Russell <rbrady@RIVCO.ORG>  
**Subject:** RE: June 3, 2020, Riverside County Planning Commission Agenda Item 4.4 Comments

Hi Russell,

Has the Riverside County Transportation Department, Traffic Engineering, reviewed the traffic conditions/flow at the currently approved Cannabis retail cannabis businesses and arrived at 17 parking spaces being sufficient for this project?

On a separate note, the TVMAC held meetings in January, February and a March Town Hall meeting. The Temescal Valley community currently has Zoom meetings. There were opportunities to present information on this project prior to the upcoming Planning Commission Public Hearing.

Regards,  
Jerry Sincich

**From:** Brady, Russell [<mailto:rbrady@RTVCO.ORG>]

**Sent:** Tuesday, June 2, 2020 2:55 PM

**To:** Jerry Sincich

**Subject:** RE: June 3, 2020, Riverside County Planning Commission Agenda Item 4.4 Comments

See below responses to the items included in your comments. Let me know if you have any further questions or concerns or if there is anything I missed in my responses.

Regarding the parking, it is 6 employees that are anticipated for the retail component, so if all 6 employees would use an individual parking space that would leave 11 and not 8 parking spaces for customers. As it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road.

On your comments on odor control, it appears that you are stating that the odor control requirements for this project simply should be applied to all commercial cannabis activities. Obviously this project has those requirements so there is no response as it relates to this project for this comment. These requirements are direct from the requirements of Ordinance No. 348 for this type of commercial cannabis activity and each type of commercial cannabis activity has its own applicable odor control measures that projects will be required to comply with.

Due to COVID-19 limitations on ability to meet, this project has not been presented to the TVMAC. While we and the applicant understand the importance of such outreach efforts with TVMAC, the process for the project was to still proceed to Planning Commission for consideration since it was and is still not known when such meetings will be able to occur in person or possibly remotely. The project does also require consideration by the Board of Supervisors and we have the understanding that the project will be presented to TVMAC prior to Board's consideration if such TVMAC meetings are able to be accommodated in a reasonable time.

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**From:** Jerry Sincich [<mailto:jsincich1@ca.rr.com>]  
**Sent:** Monday, June 1, 2020 6:16 PM  
**To:** Brady, Russell <[rbrady@RIVCO.ORG](mailto:rbrady@RIVCO.ORG)>  
**Cc:** Carl Bruce Shaffer <[cbshaffer73@gmail.com](mailto:cbshaffer73@gmail.com)>  
**Subject:** June 3, 2020, Riverside County Planning Commission Agenda Item 4.4 Comments

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Hi Russell,

Would you please enter my attached comments into the record for the June 3, 2020, Riverside County Planning Commission Agenda Item 4.4 Conditional Use Permit No. 190053 and Development Agreement No. 1900044.

Regards,

Jerry Sincich  
Temescal Valley Resident

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County of Riverside Planning Commission

Re: Riverside County Planning Department Meeting Wednesday, June 3, 2020 Agenda Item 4.4 Conditional Use Permit No. 190053 and Development Agreement No. 1900044.

This is to express my concern for the Conditional Use Permit No. 190053 for the proposed cannabis micro business within an existing 8,565 sq. ft. two-story commercial building at 23215 Temescal Canyon Road, Temescal Valley, CA 92883. Specifically, my concerns with the proposed mico business are as follows:

- Manufacturing –Service Commercial (M-SC) Zone Development Standards Findings: f. Parking Areas
  - The finding that for the daytime operations and for the nighttime operation, the 17 parking spaces provided on the parcel would be more than adequate, does not take into consideration the daily customer flow to a cannabis micro business. The required 9 daytime employee parking spaces leaves only 8 spaces for those customers either inside the retail business space or those customers waiting to access the retail business space. Parking will not be available to all other customers and these customers will be required to depart the business site and try to find on street parking. The nearest on street parking is over a half mile away in either direction of the cannabis mico business. All other off street parking is on private property. The intersection utilized to access this cannabis micro business has no pedestrian crosswalks or lanes for those customers accessing the business on foot. In addition, this intersection is very congested during peak (AM/PM) commuter traffic and the El Sobrante Landfill trucks. Therefore, this project needs to be conditioned for additional parking spaces onsite or identified offsite parking as well as an onsite traffic guard to manage onsite parking spaces and the traffic flow into and from the intersection.
  
- Advisory Notification Document – Planning 6 – General – F. Nuisance Odors states.
  - While the Advisory Notification Document states “In order to control nuisances such as odors, humidity and mold, Commercial Cannabis Activities shall install and maintain at the minimum, the following equipment, or any other equipment that can be proven to be an equally or more effective method or technology to control these nuisances: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; 2) An air system that creates negative air pressure between the Commercial Cannabis Activities’ interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.” This Odor Control requirement should also be added to the Permit Requirements for all Commercial Cannabis Activities as Odor Control is a key condition to Cannabis business acceptance by community members as well as maintaining surrounding commercial and residential property values.

In summary, I am deeply troubled that this proposed Conditional Use Permit and Development Agreement has bypassed the customary community hearing at the Temescal Valley Municipal Advisory Council (TVMAC) Meeting and is now before the Riverside County Planning Commission for approval while the Temescal Valley Community first became aware of the proposed project Public Notice via the Press Enterprise on May 24, 2020 and the Riverside County Planning Department staff report on the afternoon of May 28, 2020 on the Riverside County Planning Department website. Given the lack of a community presentation on this project it should be tabled until after a community presentation can be accomplished.

Sincerely,

Jerry Sincich  
Temescal Valley Resident

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Wednesday, June 3, 2020 7:52 AM  
**To:** Kelli Noss; cbshaffer73@gmail.com  
**Subject:** RE: Agenda item 4.4

Thank you for your comments. I will provide them to the Commission for consideration. Below are responses to your comments, but let me know if I missed anything or if you have any other questions or concerns.

Due to COVID-19 limitations on ability to meet, this project has not been presented to the TVMAC. While we and the applicant understand the importance of such outreach efforts with TVMAC, the process for the project was to still proceed to Planning Commission for consideration since it was and is still not known when such meetings will be able to occur in person or possibly remotely. The project does also require consideration by the Board of Supervisors and we have the understanding that the project will be presented to TVMAC prior to Board's consideration if such TVMAC meetings are able to be accommodated in a reasonable time.

The project has not analyzed specifically the amount of traffic generated by the project due to both its relatively small size and it proposes to occupy an existing building and is not a proposal for new development that would generate traffic from a new site. While there may be concerns on traffic in this area along Temescal Canyon Road and Interstate-15, based on the relatively small size of the proposal and therefore the limited amount of traffic anticipated to be generated by the project there is not foreseen any substantial impact to existing traffic in the area.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



RIVERSIDE COUNTY  
PLANNING DEPARTMENT

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**From:** Kelli Noss [mailto:kellinoss@live.com]  
**Sent:** Wednesday, June 3, 2020 12:50 AM  
**To:** cbshaffer73@gmail.com; Brady, Russell <rbrady@RIVCO.ORG>  
**Subject:** Agenda item 4.4

**To Whom It May Concern:**

**I want to start with I see the value in cannabis businesses being regulated in the county under a legal format. I am not against their existence.**

**With that said, this specific parcel has flown under the radar and has not approached the Temescal Valley Municipal Advisory Council or nor the Temescal Valley Development Committee. I was under the impression that the concept that the county put in place was to create partnerships in the area. The original owners of the property are Temescal Valley residents and did nothing to facilitate that conversation.**

**Additionally there are severe traffic issues in the area that this type of business with limited parking spaces may continue to create. Temescal Canyon Road, even under the current expansion, will be a mess until the I-15 expansion is complete. This business will continue to trigger the light at Dawson Canyon Road and Temescal Canyon, creating further traffic breaks.**

**I think the best option here is to kick this project back for more details – get a better traffic plan, get their community outreach handled – and then circle back. This is rushed given what has happened in our world during the last few months.**

**Thank you,**

**Kelli Noss  
Temescal Valley Resident**

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Wednesday, June 3, 2020 7:59 AM  
**To:** Lee Wilson; cbshaffer73@gmail.com  
**Subject:** RE: DA1900044 and CUP 190053

Thank you for your comments. I will provide them to the Commission for consideration. See below responses to your comments, but let me know if I missed anything or if you have any further questions or concerns.

Due to COVID-19 limitations on ability to meet, this project has not been presented to the TVMAC. While we and the applicant understand the importance of such outreach efforts with TVMAC, the process for the project was to still proceed to Planning Commission for consideration since it was and is still not known when such meetings will be able to occur in person or possibly remotely. I was not personally aware and I am not sure the applicant was aware that TVMAC was accommodating any meetings remotely. The project does also require consideration by the Board of Supervisors and we have the understanding that the project will be presented to TVMAC prior to Board's consideration if such TVMAC meetings are able to be accommodated in a reasonable time.

We are not aware of any pending sale of the property. Frequently though it is the applicant of a project that may be in escrow or have an option to purchase the property upon completion of entitlements. I will request that the applicant clarify whether they are in the process of purchasing the property.

On parking, the project provides 17 total spaces. As it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road.

The project has not analyzed specifically the amount of traffic generated by the project due to both its relatively small size and it proposes to occupy an existing building and is not a proposal for new development that would generate traffic from a new site. While there may be concerns on traffic in this area along Temescal Canyon Road and Interstate-15, based on the relatively small size of the proposal and therefore the limited amount of traffic anticipated to be generated by the project there is not foreseen any substantial impact to existing traffic in the area. Whether the project or existing conditions necessitate any change in signal timing will be evaluated based on real world conditions.

The building is currently served by Temescal Valley Water District for water and sewer service, which we received confirmation through billing that exists for the building. The project has been conditioned for prior to building/tenant improvements to provide water and sewer will serve letters. Additionally, as a microbusiness that includes cultivation, the project is also required to obtain coverage under a waiver or enroll in the State Waterboard's General Order for any waste discharge.

There are a number of security related measures applied to Commercial Cannabis uses, specifically a requirement for the operator to have a plan to prevent loitering on the lot that may lead to other nuisance or vandalism in the area. The operator may choose additional security measures such as trained security personnel on site to patrol the parking lot.

We do seek to maximize the time for noticing and availability of staff reports and other documents as much as feasible, but we do many times run up to deadlines for such noticing unfortunately. The noticing for the project and the availability of the staff report followed all applicable requirements and procedures. Additionally, since the project will require further consideration by the Board of Supervisors that will provide additional time for your review of the project in the meantime if the Planning Commission does decide to take action on it tomorrow.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025

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-----Original Message-----

From: Lee Wilson [mailto:[leeallanwilson@gmail.com](mailto:leeallanwilson@gmail.com)]  
Sent: Tuesday, June 2, 2020 7:55 PM  
To: Brady, Russell <[rbrady@RIVCO.ORG](mailto:rbrady@RIVCO.ORG)>; [cbshaffer73@gmail.com](mailto:cbshaffer73@gmail.com)  
Subject: DA1900044 and CUP 190053

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

Mr. Shaffer:

Mr. Brady:

In regards to Case #'s DA1900044 and CUP190053 and the cannabis micro business identified as River Releaf. I want to raise several areas of concern as to the business itself and its proposed location. I'll list my concerns in bullet format to keep my message short and to the point

Please make sure that the following issues are fully discussed and explained:

1. This project has not been brought too the attention of the local community. The process is for the We are Temescal Valley Development Committee to receive and overview and the Applicant makes a presentation to TVMAC, Neither of these presentations occurred.
2. The property is currently in escrow. Has the purchasing entity been identified in the application and vetted?
3. I'm concerned that there will be adequate parking at this location.
4. The intersection where this operation will be located (Temescal Canyon Rd and Dawson Canyon) is a major traffic bottleneck in the area.

5. Please make sure that contaminated waste water resulting from the growing and processing operation is adequately addressed.

6. Adequate traffic signal timing needs to be made. There is major traffic stacking currently at the associated intersection.

7. Safety measures need to be addressed by California Highway Patrol and the Riverside Sheriff's Dept.

8. I'm concerned that not adequate Public Notice has been given prior to the June 3, 2020 Planning Commission Hearing to allow for public feedback. The first posting date I could find was May 24th, does that satisfy the necessary public notice timeline?

Thank you for your time and please take all these issues into account in your decision making.

respectfully,

Lee A. Wilson  
24634 Hatton Ln  
Temescal Valley, CA 92883

## Brady, Russell

---

**From:** Brady, Russell  
**Sent:** Wednesday, June 3, 2020 8:02 AM  
**To:** 'JANE SNIDER'  
**Subject:** RE: Cannabis Business River Releaf

Thank you for your comments, I will provide them to the Commission for consideration. Below are responses to your comments, but let me know if there is anything I missed or if you have any further questions or concerns.

The project has not analyzed specifically the amount of traffic generated by the project due to both its relatively small size and it proposes to occupy an existing building and is not a proposal for new development that would generate traffic from a new site. While there may be concerns on traffic in this area along Temescal Canyon Road and Interstate-15, based on the relatively small size of the proposal and therefore the limited amount of traffic anticipated to be generated by the project there is not foreseen any substantial impact to existing traffic in the area.

On parking, the project provides 17 total spaces. As it is noted in the staff report, using a typical retail parking rate of 1 space for 200 square feet for the retail area (1,500 square feet) of the microbusiness results in a parking need of 8 spaces and the project provides more than double that at 17 spaces. Additionally, since the non-retail components of the microbusiness operate at opposite non-overlapping hours as the retail component, there is not a need to require additional parking spaces based on the strict application of the parking rate utilized in Ordinance No. 348 for microbusinesses at 1 space per 200 square feet of gross floor area that would require 42 spaces. For these reasons we do not anticipate any parking overflow onto other properties in the existing business park or onto Temescal Canyon Road or Dawson Canyon.

Regarding odors, the project is conditioned to comply with odor control requirements for cannabis activities. Specifically the project is required to comply with the below:

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

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the Commercial Cannabis Activities' interior and exterior, so that the odors generated by the Commercial Cannabis Activity are not detectable on the outside of the Commercial Cannabis Activity.

There are a number of security related measures applied to Commercial Cannabis uses, specifically a requirement for the operator to have a plan to prevent loitering on the lot that may lead to other nuisance or vandalism in the area. The operator may choose additional security measures such as trained security personnel on site to patrol the parking lot.

Russell Brady  
Riverside County Planning  
4080 Lemon Street 12th Floor  
Riverside, CA 92501  
951-955-3025



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**From:** JANE SNIDER [mailto:jasnider@sbcglobal.net]  
**Sent:** Tuesday, June 2, 2020 7:16 PM  
**To:** Brady, Russell <rbrady@RIVCO.ORG>  
**Subject:** Cannanbis Business River Releaf

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Planning Commissioners

I feel very strongly and oppose your approval of a Conditional Use Permit at 23215 Temescal Canyon Road.

1. This building is located where Dawson Canyon dead ends at Temescal Canyon Road. It is a "T Intersection" that has a history of tremendous amount of traffic.
2. Whenever (which is far too often) the Northbound I-15 Freeway grinds to a crawl, drivers exit and attempt to use Temescal Canyon Road as an alternative. It too slows to a crawl.
3. Dawson Canyon leads to the dump and Waste Management trucks in addition to many other companies are heading or exiting at this intersection.
4. There is not enough parking spaces available at this business location.
5. There is no parking allowed on Temescal Canyon Road or Dawson Canyon.
6. There is also an odor produced by the manufacturing process involved.
7. There is open area surrounding this property and have a concern that the homelessness problem could increase in this area.

Yes, Temescal Valley needs to expand its business presence but I do not feel that this would be the positive presence that we need.



Thank you for listening to my concerns,

Jane Snider  
24597 Gleneagles Drive. (Trilgoy at Glen Ivy)  
Temescal Valley, CA 92883  
951 277 3037

**Brady, Russell**

---

**From:** Margaret Lentner <margaretreynoso@gmail.com>  
**Sent:** Wednesday, June 3, 2020 7:09 AM  
**To:** Brady, Russell  
**Subject:** Cannabis Microbusiness

Hello,

From my understanding there is a hearing today regarding the approval to open a Cannabis Microbusiness "River Releaf" in Temescal Valley. I would like my voice to be heard and request that this business does not get approved. I live in this unincorporated city and I don't see anything good coming from this business. The fact that this business is going to need 3 security guards throughout the day is not appealing to the safety of everyone that lives here. Temescal Valley is a beautiful city, and I don't want that to be ruined by having this business being able to operate within in. Please consider the safety of the people that live here and the recommendations that are being brought to you.

Thank you,

Margaret Lentner



**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

**Agenda Item No.**

**4 . 4**

**Planning Commission Hearing: June 3, 2020**

**PROPOSED PROJECT**

**Case Number(s):** DA1900044 and CUP190053

**Applicant(s):** River Releaf

**CEQA Exempt** Section 15061(b)(3), Section 15301 and Section 15303

**Representative(s):** Infrastructure Engineers

**Area Plan:** Temescal Canyon

**Zoning Area/District:** Glen Ivy Area

**Supervisory District:** First District

**Project Planner:** Russell Brady

**Project APN(s):** 283-160-038

  
Charissa Leach, P.E.  
Assistant TLMA Director

**PROJECT DESCRIPTION AND LOCATION**

**Conditional Use Permit No. 190053 (CUP190053)** is a proposal for a cannabis micro business within an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel. The micro business will include indoor cultivation (4,500 square feet), manufacturing (985 square feet), retail (1,500 square feet), distribution (1,580 square feet), and supporting storage, office, employee break area, and lobby/reception areas.

**Development Agreement No. 1900044 (DA1900044)** sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP190053 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. DA1900044 has a term of 10 years and grants the applicant vesting rights to develop the Project and will provide community benefits to the Temescal Canyon Area.

The project site is located west of Temescal Canyon Road at the intersection with Dawson Canyon Road.

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

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

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

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

**TENTATIVELY APPROVE** Development Agreement No. 1900044, 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. 190053, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

**PROJECT DATA**

**Land Use and Zoning:**

Specific Plan:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Light Industrial (LI)
Policy / Overlay Area:	N/A
Surrounding General Plan Land Uses	
North:	Light Industrial (LI)
East:	Light Industrial (LI)
South:	Light Industrial (LI)
West:	Light Industrial (LI)
Existing Zoning Classification:	Manufacturing – Service Commercial (M-SC)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	
North:	Manufacturing – Service Commercial (M-SC)
East:	Mineral Resources and Related Manufacturing (M-R-A)
South:	Manufacturing – Service Commercial (M-SC)
West:	Manufacturing – Service Commercial (M-SC)
Existing Use:	Vacant Commercial/Industrial Building
Surrounding Uses	
North:	Industrial/Commercial
East:	Vacant land
South:	Vacant land
West:	Industrial/Commercial

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.43 acres	N/A
Existing Building Area (SQFT):	8,565	N/A
Building Height (FT):	26 feet 6 inches	40 feet at the setback line

**Parking:**

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Commercial Cannabis – Microbusiness with Retail Sales	8,565 sq. ft.	1 space/200 sq. ft. of gross floor area	42	17

Note: The Conditional Use Permit proposes a specific use and the project applicant has provided additional detail to consider a reduced amount of parking provided on the site pursuant to Ordinance No. 348 Section 18.12.h

**Located Within:**

City's Sphere of Influence:	Yes – Corona
Community Service Area ("CSA"):	No
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Low/Very Low Potential
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	Yes – Very High
Mount Palomar Observatory Lighting Zone:	No
WRCMSHCP Criteria Cell:	Yes
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	Yes
Airport Influence Area ("AIA"):	No

## PROJECT LOCATION MAP



## PROJECT BACKGROUND AND ANALYSIS

### Background:

### Cannabis Background:

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

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

The project was assigned a RFP Cannabis File No. CAN190088 and as a microbusiness was not ranked based on the limitations of license types established by the Board of Supervisors.

### Project Details:

The project will occupy an existing approximately 8,565 square feet building within an existing small business park. The business park was originally approved in 2003 under Plot Plan No. 18511 (PP18511). The business park was subsequently constructed and has been occupied by a variety of office and light industrial uses.

The project includes components for retail, cultivation, distribution, and manufacturing. The retail component will operate between the hours of 8 a.m. to 10 p.m. daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I) that limits retail hours of operation of 6 a.m. to 10 p.m. The cultivation, distribution, and manufacturing components are proposed to operate from 10 p.m. to 8 a.m. the following day in the hours that the retail component is not operating. Section 19.505 (I) does not limit the hours of operations for other Commercial Cannabis Activities, although they may be specified in the Conditional Use Permit.

The parking rate of 1 space per 200 square feet for gross floor area for a cannabis microbusiness results in a requirement of 42 spaces. Pursuant to Ordinance No. 348 Section 18.12.h (Special Review of Parking), the Planning Director may reduce the parking requirement otherwise prescribed based on sufficient evidence and documentation to demonstrate unusual conditions warrant a parking reduction. The parking rate for a cannabis microbusiness was included with the recent update to Ordinance No. 348 to permit Commercial Cannabis uses and this rate was not based on specific data or sampling of these specific uses, in particular a microbusiness with its mix of uses and parking demands, and the amount of parking necessary to serve the use.

The retail component of the microbusiness is the more likely larger generator of demand for parking. Even then, compared to typical retail uses, based on planned controlled access into the retail area of the building would likely result in a lower occupancy of the retail area compared to typical retail uses, which also uses a rate of 1 space per 200 square feet. The other components of the microbusiness would be occupied by employees only and would operate at times where the retail component is not operating. The project anticipates a maximum of 6 employees for the retail component at a given time and a maximum of 9 employees total for the distribution, cultivation, and manufacturing components at a given time. Security will be up to 3 guards at a given time. Based on this and the retail area encompassing 1,500 square feet and applying the 1 space per 200 square feet on that component for the daytime operations results in a required daytime parking of 8 spaces. For the nighttime operations, utilizing the number of employees of 9 and the 3 security guards, the 17 spaces provided on the parcel would be more than adequate for those employees.

Electrical vehicle (EV) parking is not needed for this project because EV parking is required for development projects involving at least 25 parking spaces and this project is only being required to provide the 17 parking spaces that currently exist on the site.

### **General Plan Consistency**

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

The Light Industrial land use designation allows for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. The project is consistent with the Community Development General Plan

Foundation Component and Light Industrial Land Use Designation as the proposed permit includes retail, manufacturing, and service uses.

### **Zoning Consistency**

The project site is zoned Manufacturing – Service Commercial (M-SC). Pursuant to Ordinance No. 348, Article XIXh, Section 19.522, Cannabis Microbusinesses are allowed in the M-SC 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 M-SC Zone and those set forth in Section 11.4 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

DA No. 1900044 and CUP No. 190053 were submitted to the County of Riverside on October 29, 2019.

## **ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS**

This proposed project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as an industrial/commercial use similar to prior ongoing activities at the Project site and similar to the immediate surrounding industrial/commercial uses. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing industrial/commercial establishment and was previously analyzed with the approved Plot Plan No. 18511 and the Addendum to Environmental Impact Report No. 183 that was prepared for it. Given the site has already been developed for such uses and only minimal façade improvements and upgrades would be required, no construction impacts would occur. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the proposed microbusiness (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

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



California Environmental Quality Act (CEQA), (Article 19, Section 15301 Class 1, Existing Facilities).

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

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other use that would be permitted to occupy the business park space. As previously noted, the impacts of this overall business park development was covered under Plot Plan No. 18511 and specifically the Addendum to Environmental Impact Report No. 183 that was prepared for it. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste).

## **FINDINGS AND CONCLUSIONS**

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

### **Land Use Findings:**

1. The project site has a General Plan Land Use Designation of Light Industrial (LI). The Light Industrial land use designation allows for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. The project is consistent with the Community Development General Plan Foundation Component and Light Industrial Land Use Designation as the proposed permit includes retail, manufacturing, and service uses. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of life styles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

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

2. The site has a Zoning Classification of Manufacturing – Service Commercial (M-SC), which is consistent with the Riverside County General Plan because the M-SC Zone conditionally allows specified industrial and commercial uses which implements the CD:LI General Plan Land Use Designation that encourages retail and manufacturing uses.
3. The proposed use, a Cannabis Microbusiness, is allowed in the M-SC Zoning Classification with an approved Conditional Use Permit.
4. The uses surrounding the property in question are predominately industrial and commercial businesses such as an auto body shop to the north, a laser cutting business, and metal material distribution. The project's proposed use is compatible with the surrounding uses because the cannabis microbusiness that includes indoor cultivation, manufacturing, distribution, and retail is consistent with the industrial/commercial activity of the surrounding businesses.

**Conditional Use Permit Findings:**

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community since the project has been reviewed by County departments specifically for these concerns and has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. 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.
2. 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: Light Industrial (CD:LI) which allows for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. The proposed use, a cannabis microbusiness including indoor cultivation, manufacturing, distribution, and retail would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the M-SC 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.
3. 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 existing building is a single building on a single parcel, so this situation does not exist for this project.

**Permit Requirements for All Commercial Cannabis Activities:**

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis microbusinesses, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 of the Advisory Notification Document address odor, hours of operation and security.
2. While security has been raised as a concern relating to cannabis-related activities, a standard condition of approval or requirement of the Advisory Notification Document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:
  - a. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
  - b. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
  - c. A professionally installed, maintained, and monitored alarm system.
  - d. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
  - e. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

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

**Cannabis Microbusiness Facilities Standards:**

**General Location**

1. *Cannabis Microbusiness 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. The*

project is not located 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 1,000 feet from the subject site was prepared by Riverside County and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 600 feet of the site.

2. Cannabis Microbusiness Facilities that include a Cannabis retail competent shall not be 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. 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 location requirement may be modified with the approval of a variance pursuant to Section 18.27 of this ordinance. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.

#### Setbacks

3. *All Cannabis Microbusiness 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. In the event that a Cannabis Microbusiness Facility includes retail sales of Cannabis, then the minimum setback from residentially zoned lot lines shall be 40 feet.* As detailed in the following section addressing the development standards of the M-SC, the project meets all applicable setback standards of the M-SC zone. The project is not located adjacent to any residential zone, so the additional provision setbacks to such properties does not apply.
4. *Setbacks may be modified with an approved setback adjustment in accordance with Section 18.33 of this ordinance. In no case shall a setback be less than setbacks required by the State of California Bureau of Cannabis Control, the California Building Code or Ordinance No. 457.* No setback adjustments are applicable.

#### Activities

5. *Cannabis Microbusiness Facilities shall not transport or store non-cannabis goods.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All No. 1 Planning Cannabis Microbusiness Operations – 1)
6. *Cannabis Microbusiness Facilities may distribute, manufacture (without volatile solvents) and dispense Cannabis under a single Cannabis Microbusiness Facilities license issued by the State.* The project does propose a Microbusiness that includes distribution, manufacture, and dispensing/retail. The manufacturing component does not propose any volatile solvents to be utilized. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All No. 2 Planning Cannabis Microbusiness Operations – 2)
7. *Cannabis Microbusiness Facilities may cultivate Cannabis indoors in an area less than 10,000 square feet.* The project does include indoor cannabis cultivation within a 4,500 square foot area, which meets this standard.

8. *Cannabis Microbusiness Facilities shall include at least three of the following Commercial Cannabis Activities, which shall be set forth in the conditional use permit; Indoor Cultivation up to 10,000 square feet, Manufacturing (with non-volatile solvents), Distribution, and Retail sales.* The proposed Project includes all four uses and complies with this standard.

#### Operations

9. *Cannabis Microbusiness Facilities shall comply with the operational requirements set forth in this Article that apply to the specified uses authorized by the approved conditional use permits, and the water and energy conservation standards as applicable to Cannabis Microbusiness Facilities that includes cultivation.* The proposed Cannabis Microbusiness includes retail, manufacturing, distribution and cultivation. The operational requirements for each separate use are included in the following sections with the applicable findings for each.

#### Retail Operational Requirements

1. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. as shown below:
  - 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. (Advisory Notification Document Planning Cannabis Retail Operations – 1)
  - b. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation.* The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-Cannabis Retail Operations – 2)
  - c. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age.* The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 3)
  - d. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age.* The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are

- of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 4)
- e. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 5)
  - f. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 6)
  - g. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods.* The project meets this standard because the provided floor plan, Exhibit C shows the maximum of 50 square feet for incidental goods that will be displayed at the sales counter only. 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. (Advisory Notification Document Planning Cannabis Retail Operations – 7)
  - h. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 8)
  - i. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 9)
  - j. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 10)
  - k. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 11)
  - l. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 12)

- m. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 13)
- n. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project is not designed with a drive-in, drive-through, or walk up window and has further been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 14)

#### Manufacturing Operational Requirements

- 1. The project complies with the Manufacturing operational requirements set forth in Ordinance No. 348 Section 19.515.E. as shown below:
  - a. *Any compressed gases used in the manufacturing process shall not be stored on any lot within in containers that exceeds the amount which is approved by the Riverside County Fire Department and authorized by the conditional use permit.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Manufacturing Operations – 1)
  - b. *Closed loop systems for compressed gas extraction systems must be commercially manufactured, bear a permanently affixed and visible serial number and certified by an engineer licensed by the State of California that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-Manufacturing Operations – 2)
  - c. *Cannabis Manufacturing Facilities shall have a training program for persons using solvents or gases in a closed looped system to create cannabis extracts on how to use the system, to access applicable material safety data sheets and to handle and store the solvents and gases safely.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Manufacturing Operations – 3)

#### Distribution Operational Requirements

- 1. The project complies with the Distribution operational requirements set forth in Ordinance No. 348 Section 19.521.C. as shown below:
  - a. *Cannabis and Cannabis Products shall only be transported between permitted and licensed Commercial Cannabis Activities.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Distribution Operations – 1)
  - b. *In addition to the requirements of Ordinance No. 348 Section 19.505.Q. the following record keeping measures are required to be implemented for all Cannabis Distribution Facilities:*
    - i. *Prior to transporting Cannabis or Cannabis Products, a shipping manifest shall be completed as required by state law and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Distribution Operations – 2)

- ii. *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.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Distribution Operations – 2)
- iii. *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 has been conditioned to meet this standard. (Advisory Notification Document Planning Distribution Operations – 2)
- c. *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.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All No. 27 Distribution Operations – 3)
- d. *Cannabis Distribution Facilities shall not be open to the public.* The Distribution component of the project is located on the second floor of the building and is not readily accessible to any public areas of the retail component of the project. The project has been conditioned to meet this standard. Advisory Notification Document Planning-All No. 28 Distribution Operations – 4)
- e. *Cannabis Distribution Facilities shall not transport or store non-cannabis goods.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All No. 29 Distribution Operations – 5)

#### Cultivation Operational and Water and Energy Conservation Requirements

- 1. The project complies with the Cultivation water and energy conservation requirements and operational requirements set forth in Ordinance No. 348 Section 19.511.G through I as shown below:
  - a. *ENERGY CONSERVATION MEASURES. All Cannabis Cultivation operations shall include adequate measures to address the projected energy demand for Cannabis cultivation at the lot. On-site renewable energy generation shall be required for all Indoor Cannabis Cultivation operations. Renewable energy systems shall be designed to have a generation potential equal to or greater than 20-percent of the anticipated energy demand.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-Cultivation Operations – 1)
  - b. *WATER CONSERVATION MEASURES. All Cannabis Cultivation operations shall include adequate measures that minimize use of water for cultivation on the lot. Water conservation measures, water capture systems, or grey water systems shall be incorporated into the operations in order to minimize use of water where feasible.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cultivation Operations – 2)
  - c. OPERATIONS.
    - i. *All Cannabis Cultivation lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All Indoor and Mixed Light Cannabis Cultivation operations shall be fully contained so that little to no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.* The



cultivation is proposed indoors and the portion of the building where it is proposed does not contain windows where any internal light would escape to be visible to neighboring properties. Furthermore, the project has been conditioned to meet this standard. (Advisory Notification Document Planning Cultivation Operations – 3)

- ii. *All Cannabis Cultivation operations shall accumulate or store garbage and refuse in a nonabsorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. All garbage and refuse on the site shall not be accumulated or stored for more than seven calendar days, and shall be properly disposed of before the end of the seventh day. All waste, including but not limited to refuse, garbage, green waste and recyclables, must be disposed of in accordance with County and State laws and regulations. All waste generated from Cannabis Cultivation operations must be properly stored and secured to prevent access from the public.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cultivation Operations – 4)
- iii. *Onsite generators are prohibited, except as a source of energy in an emergencies. Onsite generators for emergency use shall be included in the conditional use permit.* The project is proposed within an existing building with electricity service and does not propose a generator on site. Regardless, the project has been conditioned to meet this standard. (Advisory Notification Document Planning Cultivation Operations – 5)
- iv. *Cannabis Cultivation within the A-1, A-P, A-2, and A-D Zones shall not include the retail sales of Cannabis or Cannabis Products.* The project is not located within these zones, so this standard is not applicable.

**Cannabis Microbusiness Findings:**

1. *The project complies with all the requirements of the State and County for a Cannabis Microbusiness facility.* This is met because the project has been designed and conditioned to meet these requirements.
2. *The Cannabis Microbusiness Facility's operating plan demonstrates proper protocols and procedures that address enforcement priorities for Cannabis activities including restricting access to minors, and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted and licensed sources within the State and not distributed out of State.* The Project's Operating Plan addressing Safety and Security Protocols notes that minors will not be allowed on the premises, even if accompanied by a parent or guardian. The operating plan also includes a variety of measures and protocols regarding verification of licensing for product obtained or distributed.
3. *The Cannabis Microbusiness Facility 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 recommended by State law.* The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.
4. *For Cannabis Microbusiness 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*

*violation on the site 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.

**Manufacturing – Service Commercial (M-SC) Zone Development Standards Findings:**

1. The development standards of the M-SC Zoning Classification are as follows:

- a. *The minimum lot size shall be 10,000 square feet with a minimum average lot width of 75 feet, except that a lot size not less than 7,000 square feet and an average width of not less than 65 feet may be permitted when sewers are available and will be utilized for the development.* No subdivision is proposed at this time that would create parcels smaller than what currently exists. The existing parcel that the project is located on is approximately 19,132 square feet in size, so it meets the standard already.
- b. *Setbacks.*
  - i. *Where the front, side, or rear yard adjoins a lot zoned R-R, R-1, R-A, R-2, R-3, R-4, R-6, R-T, R-T-R, or W-2-M, the minimum setback shall be 25 feet from the property line.* The Project is not adjacent to any such zones, so this setback does not apply.
  - ii. *Where the front, side, or rear yard adjoins a lot with zoning classification other than those specified in the prior section, there is no minimum setback.* This condition exists on all sides of the site.
  - iii. *Where the front, side, or rear yard adjoins a street, the minimum setback shall be 25 feet from the property line.* The Project site is bordered by Temescal Canyon Road to the east. Since the project already contains an existing building, the project already provides a setback of approximately 61 feet from the right-of-way line for Temescal Canyon Road.
  - iv. *Within the exception of those portions of the setback area for which landscaping is required by Subsection E. below, the setback area may only be used for driveways, automobile parking, or landscaping. A setback area which adjoins a street separating it from a lot with a zoning classification other than those zones specified in paragraph (1) above, may also be used for loading docks.* No other uses or improvements exist or are proposed within the designated setback areas other than driveways, parking, and landscaping.
- c. *Height Requirements. The height of structures, including buildings, shall be as follows:*
  - i. *Structures shall not exceed 40 feet at the yard setback line.* The existing building is 26.5 feet tall and no additional improvements are proposed that would increase the height.
  - ii. *Buildings shall not exceed 50 feet unless a height up to 75 feet is approved pursuant to Section 18.34 of Ordinance No. 348.* As noted previously the existing and proposed building height is 26.5 feet.
  - iii. *Structures other than buildings shall not exceed 50 feet unless a height up to 105 feet is approved pursuant to Section 18.34 of Ordinance No. 348.* No other structures are proposed by the project for this to apply to.

- iv. *Broadcasting antennas shall not exceed 50 feet unless a greater height is approved pursuant to Section 18.34 of Ordinance No. 348.* No broadcasting antennas are proposed for this to apply to.
  
- d. *Masonry Wall. Prior to occupancy of any industrial use permitted in the M-SC zone, a six foot high solid masonry wall or combination landscaped earthen berm and masonry wall shall be constructed on each property line that adjoins any parcel specifically zoned for residential use, unless otherwise approved by the hearing officer or body.* As noted previously in the setbacks section, the project site is not located adjacent to any parcels with residential zoning, so there are no other parcels that adjoin the subject site for this to be applicable to. Additionally, there are not any parcels with residential zoning on opposite sides of the streets that abut the project site.
  
- e. *Landscaping.*
  - i. *A minimum of ten percent of the site shall be landscaped and irrigated.* The Project site is already developed and on the project parcel there is approximately 2,615 square feet of landscaping, which equates to approximately 13.6% of landscape coverage on the 19,132 square foot site.
  
  - ii. *A minimum ten foot strip adjacent to street right-of-way lines shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular access ways. Said landscape strip shall not include landscaping located within the street right-of-way.* The project site is already developed and includes an approximately 21 foot landscaping strip adjacent to the Temescal Canyon right-of-way that is only interrupted with pedestrian and vehicle access paths.
  
  - iii. *A minimum 20 foot strip adjacent to lots zoned R-R, R-1, R-A, R-2, R-3, R-4, R-6, R-T, R-T-R, or W-2-M, or separated by a street from a lot with said zoning, shall be landscaped and maintained, unless a tree screen or other buffer treatment is approved by the hearing officer or body. However, in no case shall said landscaping be less than ten feet wide excluding curbing.* As noted previously, there are no parcels with residential zoning adjacent to or across the street from the project site, so this standard does not apply.
  
- f. *Parking Areas. Parking areas shall be provided as required by Section 18.12 of Ordinance No. 348.* The parking rate of 1 space per 200 square feet for gross floor area for a cannabis microbusiness results in a requirement of 42 spaces. Pursuant to Ordinance No. 348 Section 18.12.h (Special Review of Parking), the Planning Director may reduce the parking requirement otherwise prescribed based on sufficient evidence and documentation to demonstrate unusual conditions warrant a parking reduction. The parking rate for a cannabis microbusiness was included with the recent update to Ordinance No. 348 to permit Commercial Cannabis uses and this rate was not based on specific data or sampling of these specific uses, in particular a microbusiness with its mix of uses and parking demands, and the amount of parking necessary to serve the use. The retail component of the microbusiness is the more likely larger generator of demand for parking. Even then, compared to typical retail uses, based on planned controlled access into the retail area of the building would likely result in a lower occupancy of the retail area compared to typical retail uses, which also uses a rate of 1 space per 200 square feet. The other components of the microbusiness would be occupied by employees only and would operate at times where the retail component is not operating. The project anticipates a maximum of 6 employees for the retail component at a given time and a maximum of 9 employees total for the

distribution, cultivation, and manufacturing components at a given time. Security will be up to 3 guards at a given time. Based on this and the retail area encompassing 1,500 square feet and applying the 1 space per 200 square feet on that component for the daytime operations results in a required daytime parking of 8 spaces. For the nighttime operations, utilizing the number of employees of 9 and the 3 security guards, the 17 spaces provided on the parcel would be more than adequate for those employees. Based on these unusual circumstances, the Planning Director has determined that the parking requirement may be reduced. A total of 17 spaces are provided on the parcel dedicated for this building. Electrical vehicle (EV) parking is not needed for this project because EV parking is required for development projects involving at least 25 parking spaces and this project is only required to provide the 17 parking spaces that currently exist on the site.

- g. *Trash Collection Areas. Trash collection areas shall be screened by landscaping or architectural features in such a manner as not to be visible from a public street or from any adjacent residential area.* Trash and other service areas are proposed within the loading areas for the building. These loading areas are located on the north side of the building, which does not directly face any street or any residential area.
- h. *Outside Storage and Service Areas. Outside storage shall be screened with structures or landscaping.* No outside storage or service areas are proposed with the Project.
- i. *Utilities. Utilities shall be installed underground except electrical lines rated at 33kV or greater.* The Project is conditioned to underground any new utilities, excluding electrical lines rated higher than 33 kV.
- j. *Mechanical Equipment. Mechanical equipment used in the manufacturing process shall be required to be enclosed in a building, and roof mounted accessory equipment may be required to be screened from view.* The project building is already constructed and all current rooftop equipment is adequately screened by the parapet. The project is anticipated to install rooftop mounted solar panels to comply with the renewable energy requirements for cultivation. These panels will also be required to comply with the standard to be verified at building permit and final inspection pursuant to the conditions of approval on the project.
- k. *Lighting. All lighting, including spot lights, electrical reflectors and other means of illumination for signs, structures, landscaping, parking, loading, unloading and similar areas shall be focused, directed, and arranged to prevent glare or direct illumination on streets or adjoining property.* The Project is conditioned to comply with Ordinance No. 915 which similarly requires direction of lighting downward and away from adjoin properties.

**Other Findings:**

1. The project site is located within a Criteria Cell of the Multi-Species Habitat Conservation Plan (MSHCP). The site has previously been graded and developed and pursuant to the provisions of the MSHCP is not required to complete the Habitat Acquisition and Negotiation Strategy (HANS) process.
2. The project site is located within the City of Corona Sphere of Influence. This project was provided to City of Corona for review and comment. No comments were received either in favor or opposition of the project.

3. The project site is not located within an Airport Influence Area ("AIA") boundary and is therefore not subject to the Airport Land Use Commission ("ALUC") review.
4. The project site is not located within the Mount Palomar Observatory Lighting Zone boundary.
5. The project site is located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP"). Per County Ordinance No. 663 and the SKRHCP, all applicants who submit for development permits, including maps, 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 onsite 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.

**Fire Findings:**

1. The project site is located within a Cal Fire State Responsibility Area ("SRA") and is within a very high fire hazard severity zone. As a part of being within an SRA, the Director of the Department of Forestry and Fire Protection or his/her designee must be notified of applications for building permits, tentative tract/parcel maps, and use permits for construction or development within an SRA. Riverside County Code Section 8.32.050 (C) (2) states that the Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Board of Supervisors. As designated, the Riverside County Assistant Fire Marshall shall have the authority to enforce all applicable State fire laws that the notification requirement of Title 14 has been met. The following additional findings are required to be met:
  - a. This project has been designed so that each building, and the development as a whole, is in compliance sections 4290 and 4291 of the Public Resources Code by providing adequate access to and around each building, location of hydrants, minimum water flow requirements, and building design requirements pursuant to Riverside County Ordinance No. 787.
  - b. Fire protection and suppression services will be available for the subdivision through Riverside County Fire Department.
  - c. The project meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and Riverside County Ordinance No. 787 by providing adequate access to and around each building based on building height, location of hydrants, minimum water flow requirements, and inclusion of blue dot reflectors, which are included as conditions of approval on the project.

**Development Agreement:**

The applicant has proposed entering into the attached draft development agreement (DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides

certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

**Approval Requirements and Conclusion:**

Based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the development standards of the M-SC 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**

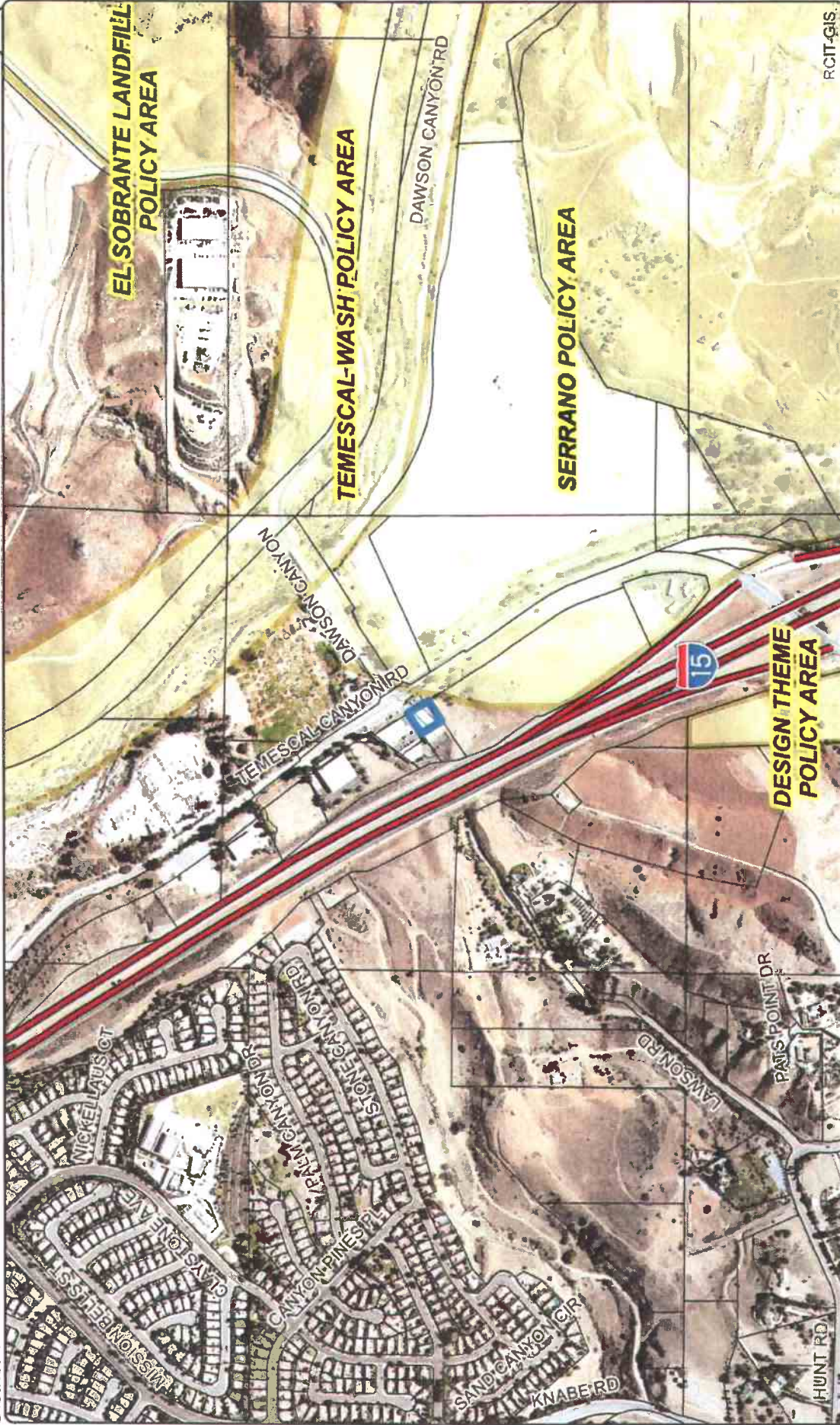
This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 2,000 feet of the project site. As of the writing of this report, Planning Staff has not received written communication or phone calls indicating support or opposition to the proposed project.

# RIVERSIDE COUNTY PLANNING DEPARTMENT CUP190053

Supervisor: Jeffries  
District 1

Date Drawn: 05/12/2020  
Vicinity Map

## VICINITY/POLICY AREAS



Zoning Area: Glen Ivy

Author: Vinnie Nguyen

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan and a new General Plan Map. The County of Riverside Planning Department is providing this map for informational purposes only. The County of Riverside Planning Department is not responsible for any errors or omissions in this map. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 940-2000 (Riverside County) or in Palm Desert at (760) 940-3777 (Eastern County) or Norwalk.

RCIT-GIS

RIVERSIDE COUNTY PLANNING DEPARTMENT

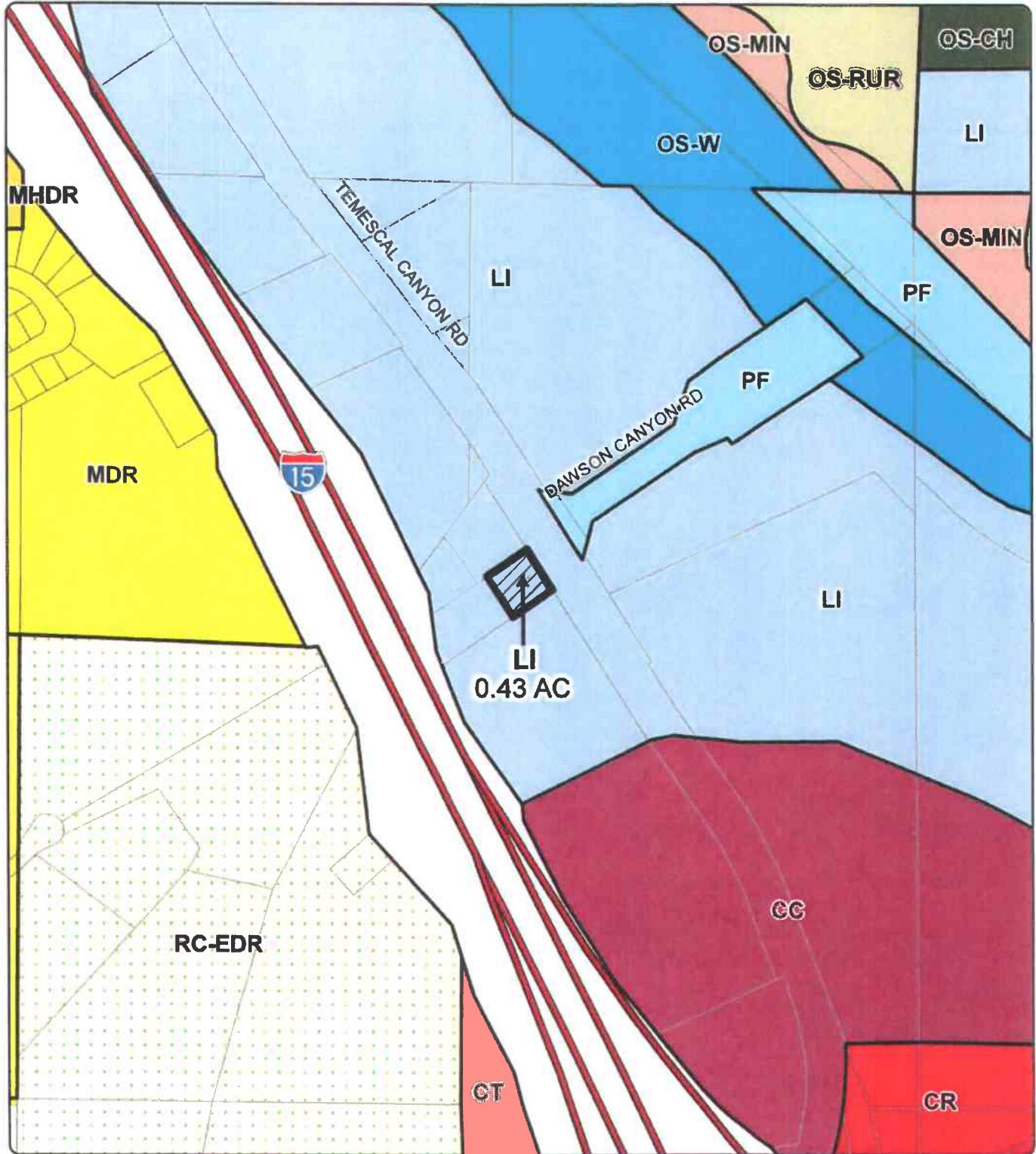
CUP190053

EXISTING GENERAL PLAN

Supervisor: Jeffries  
District 1

Date Drawn: 05/12/2020

Exhibit 5



Zoning Area: Glen Ivy

Author: Vinnie Nguyen



**DISCLAIMER:** On October 7, 2005, 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 types 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.riversidecounty.net](http://www.riversidecounty.net)



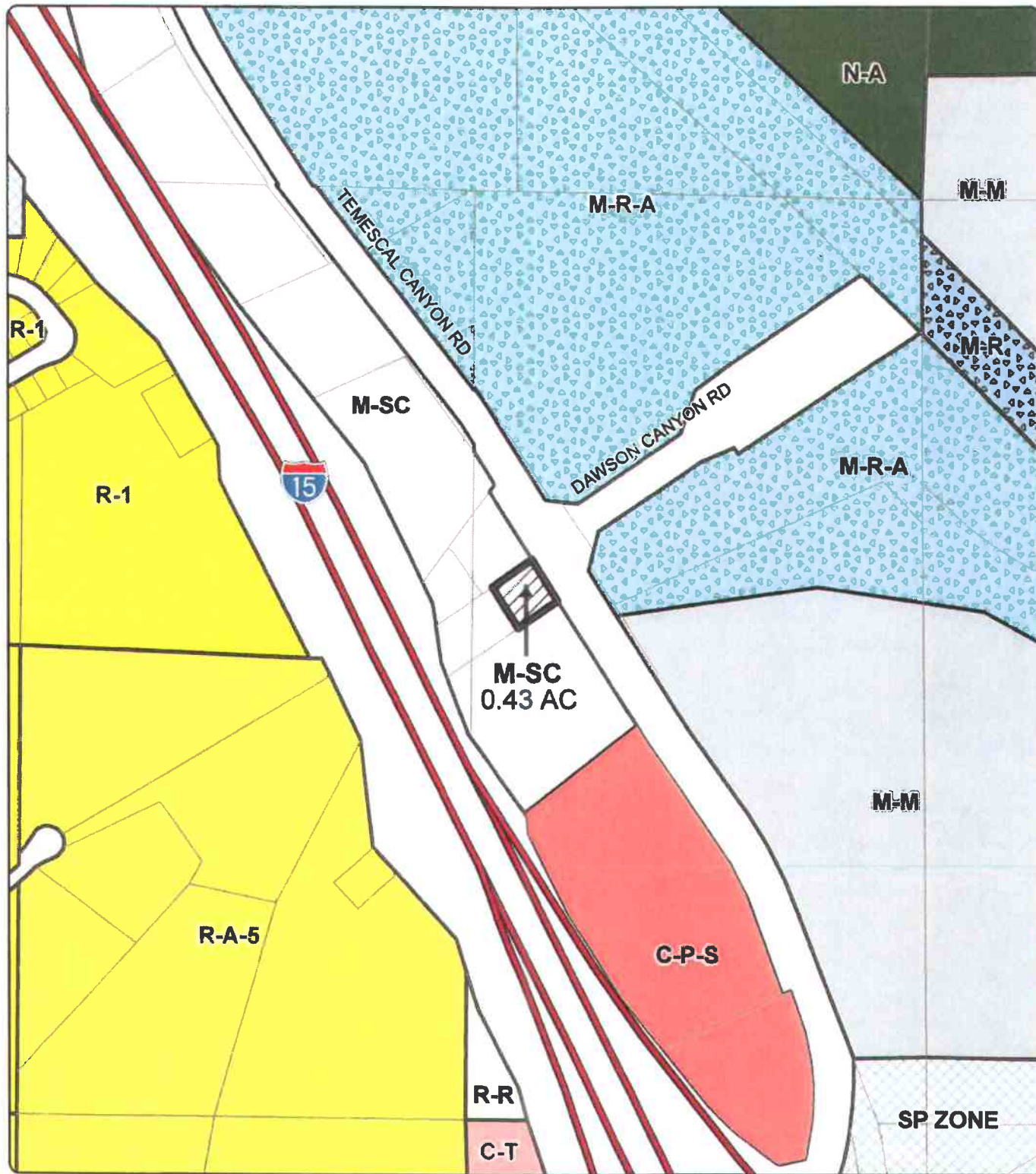
# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CUP190053

### EXISTING ZONING

Supervisor: Jeffries  
District 1

Date Drawn: 05/12/2020  
Exhibit 2



Zoning Area: Glen Ivy

Author: Vinnie Nguyen



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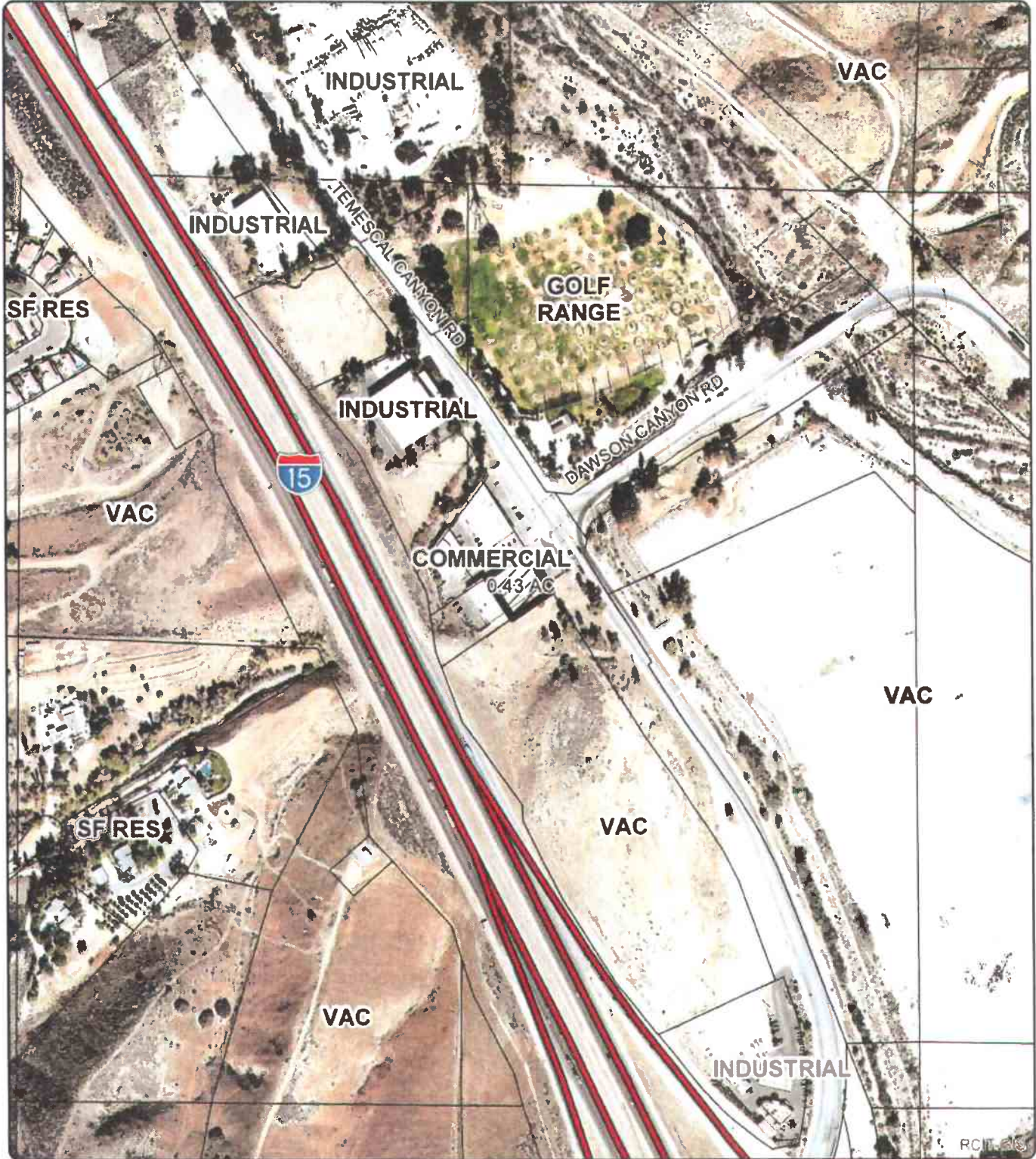
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190053

LAND USE

Supervisor: Jeffries  
District 1

Date Drawn: 05/12/2020  
Exhibit 1



Zoning Area: Glen Ivy

Author: Vinnie Nguyen



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APN  
283160038-1

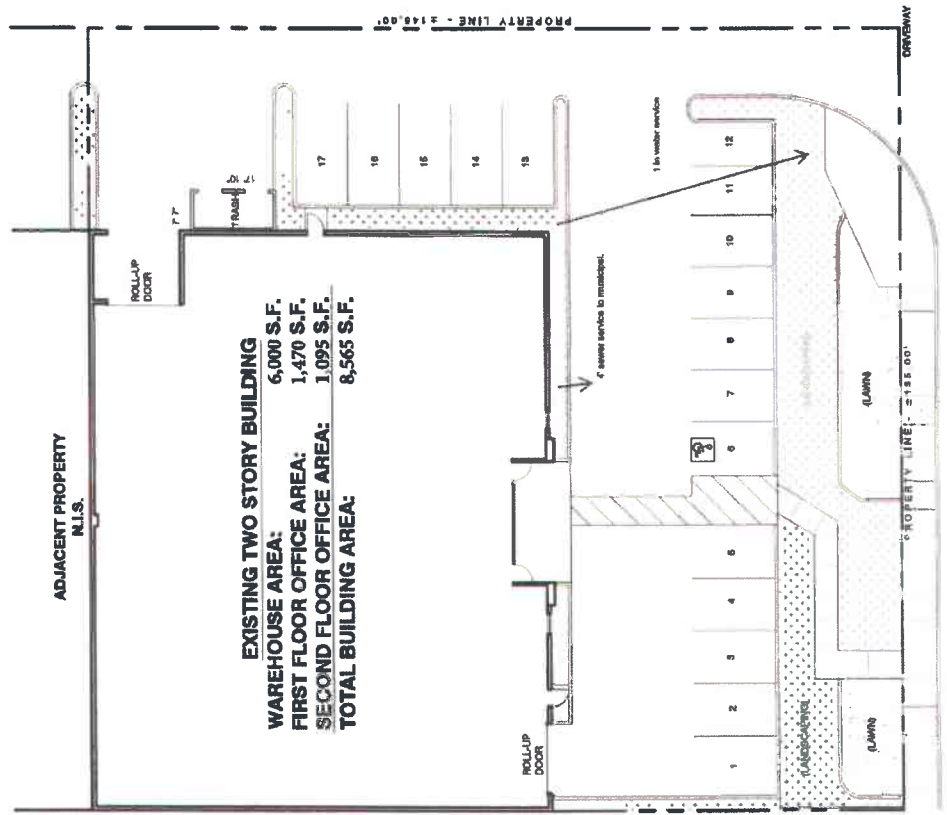
**EXHIBIT AMENDMENT BLOCK.**  
Retail and distribution  
hours of operation M-S  
8 am-10pm  
Cultivation and  
manufacturing  
M-S 10pm-8am

**OWNER:**  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

**23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
DETAILED SITE PLAN**

S.A.  
10/28/19  
R2  
AS SHOWN

**A-1.1**



**BUILDING INFO:**

ZONING:	COMMERCIAL
(S) COMMERCIAL SPACE:	± 1,565 S.F.
(B) LOT SIZE:	± 19,132 S.F. (0.43 ACRES)
LOT COVERAGE:	± 40.3%
PARKING SPACES:	17
ASSESSOR ID No:	885160038-1
FIRE PROTECTION:	SPRINKLERED
OCCUPANCY:	EB-1
NUMBER OF STORES:	2
LANDSCAPE AREA:	± 2,619 S.F.

**Parking Calculations:**  
Retail: 1,500 sq ft. / 200 = 8 stalls required  
Cultivation: 4 Employees  
Manufacturing: 2 Employees  
Distribution: 3 Employees  
Total: 9 Employees / 3 = 6 stalls required  
Total stalls required: 14 parking stalls  
Total stalls at proposed site: 17 stalls  
All employees for cultivation and manufacturing will be operating at opposite hours of retail 7 days a week from 10:30pm to 7am. Retail and distribution will operate during normal business hours of 8am to 10pm 7 days a week.

All uses of facility will be for both adult (A type) and medical (M type) licenses. All product will be cultivated, processed, distributed, and sold for retail will be for both adult use and medical use.

A  
EXISTING SITE PLAN  
SCALE: 1"=20'-0"

**INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)**

APN  
283160038-1

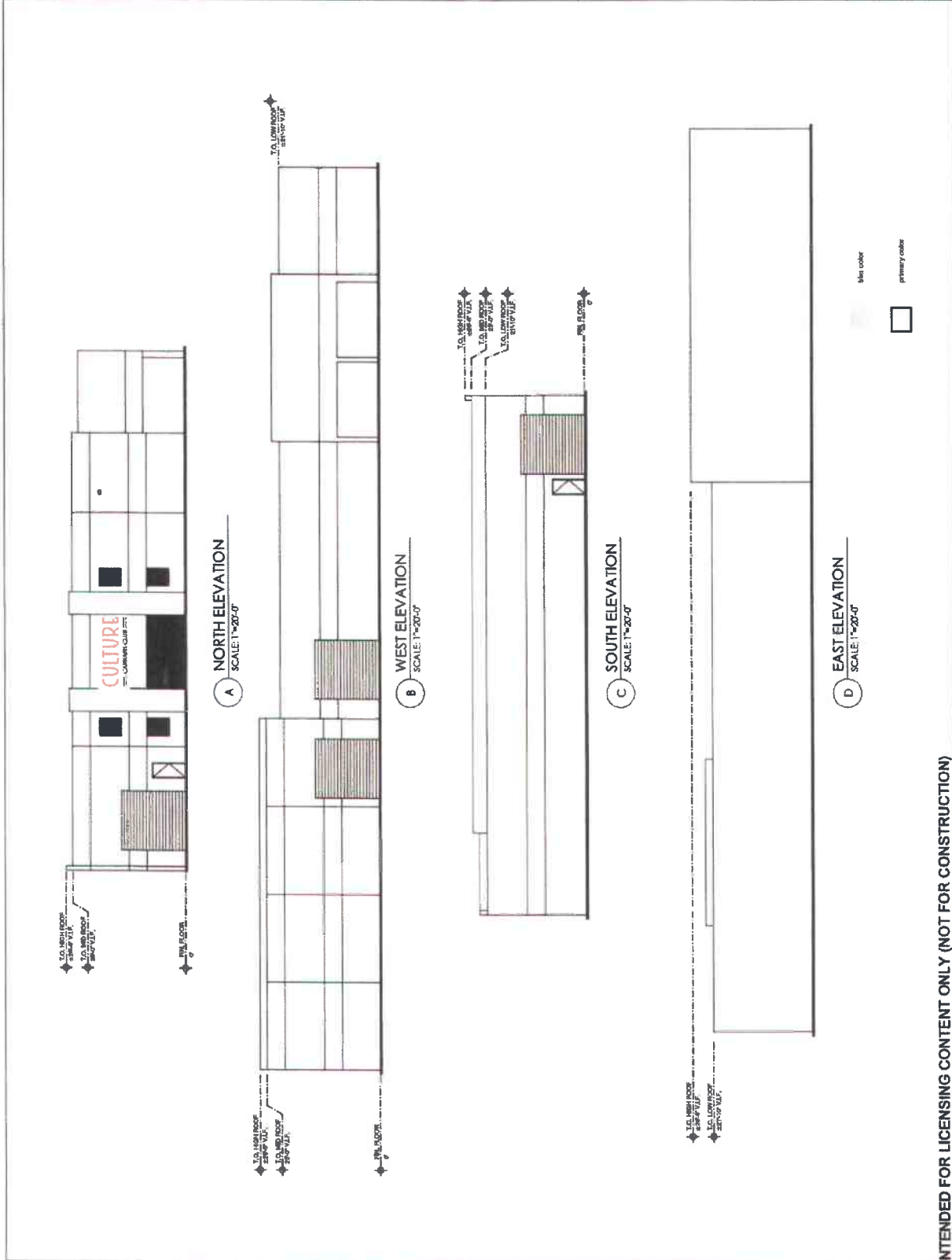
**EXHIBIT AMENDMENT BLOCK:**  
no exterior improvements to occur

**OWNER:**  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

TEMESCAL  
23215 TEMESCAL CANYON RD  
CORONA, CA 92863  
ELEVATIONS

DATE	S.A.
10/28/19	N/A
BY	AS SHOWN

**B-1.0**



INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

APN  
283160038-7

**EXHIBIT AMENDMENT BLOCK:**

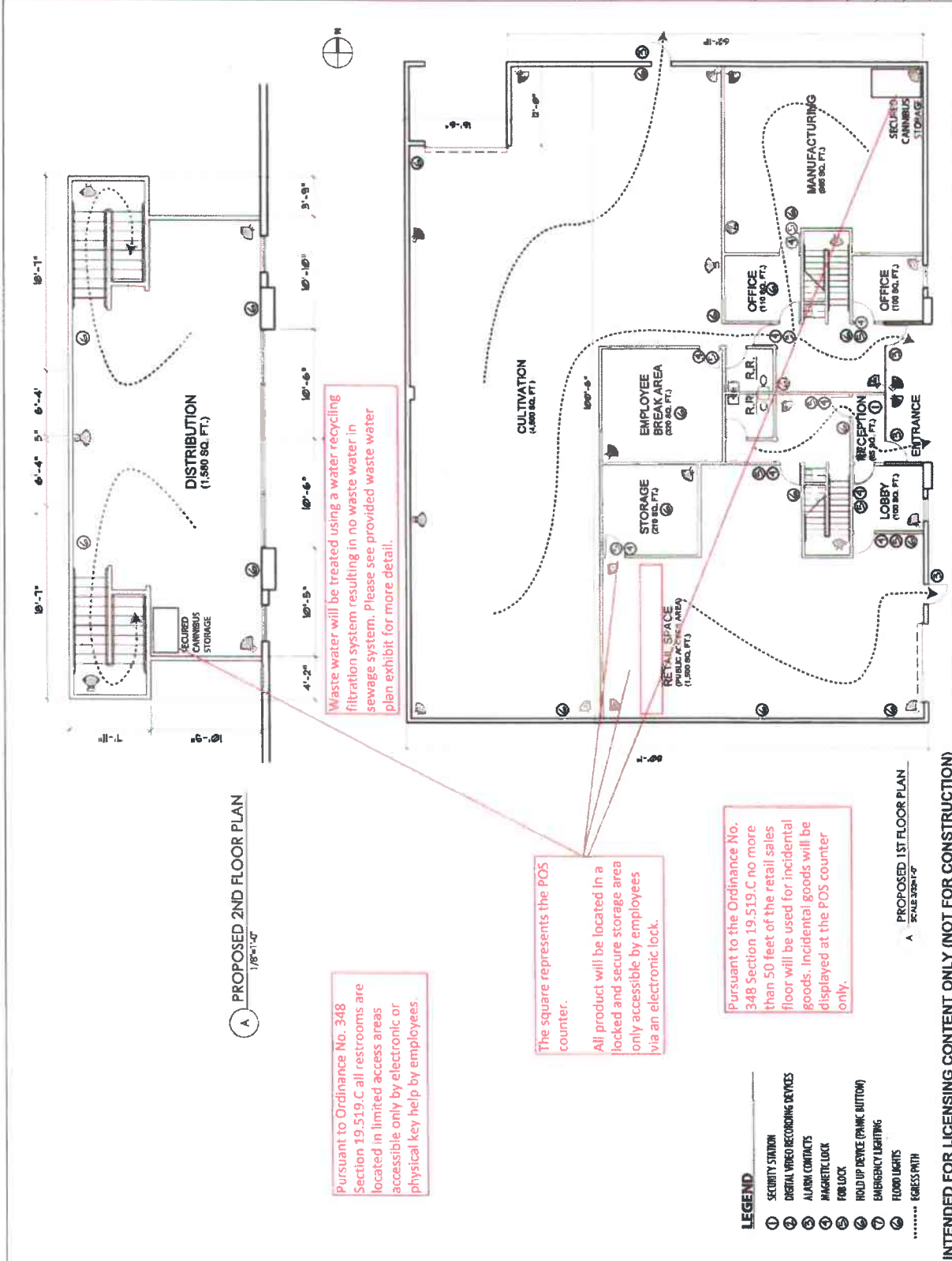
Retail employees present during normal hours of operation. Cultivation, distribution, and manufacturing employees present during opposite hours overnight.

**OWNER:**  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

**TEMESCAL**  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
1ST AND 2ND OVER ALL  
SECURITY PLAN

S.A.  
03/27/2020  
R4  
AS SHOWN

**C-1.0**



**A** PROPOSED 2ND FLOOR PLAN  
1/8"=1'-0"

Waste water will be treated using a water recycling filtration system resulting in no waste water in sewerage system. Please see provided waste water plan exhibit for more detail.

Pursuant to Ordinance No. 348 Section 19.519.C all restrooms are located in limited access areas accessible only by electronic or physical key help by employees.

The square represents the POS counter.  
All product will be located in a locked and secure storage area only accessible by employees via an electronic lock.

Pursuant to the Ordinance No. 348 Section 19.519.C no more than 50 feet of the retail sales floor will be used for incidental goods. Incidental goods will be displayed at the POS counter only.

- LEGEND**
- ① SECURITY STATION
  - ② DIGITAL VIDEO RECORDING DEVICES
  - ③ ALARM CONTACTS
  - ④ MAGNETIC LOCK
  - ⑤ FIRE LOCK
  - ⑥ HOLD UP DEVICE (PANIC BUTTON)
  - ⑦ EMERGENCY LIGHTING
  - ⑧ FLOOD LIGHTS
  - ..... EGRESS PATH

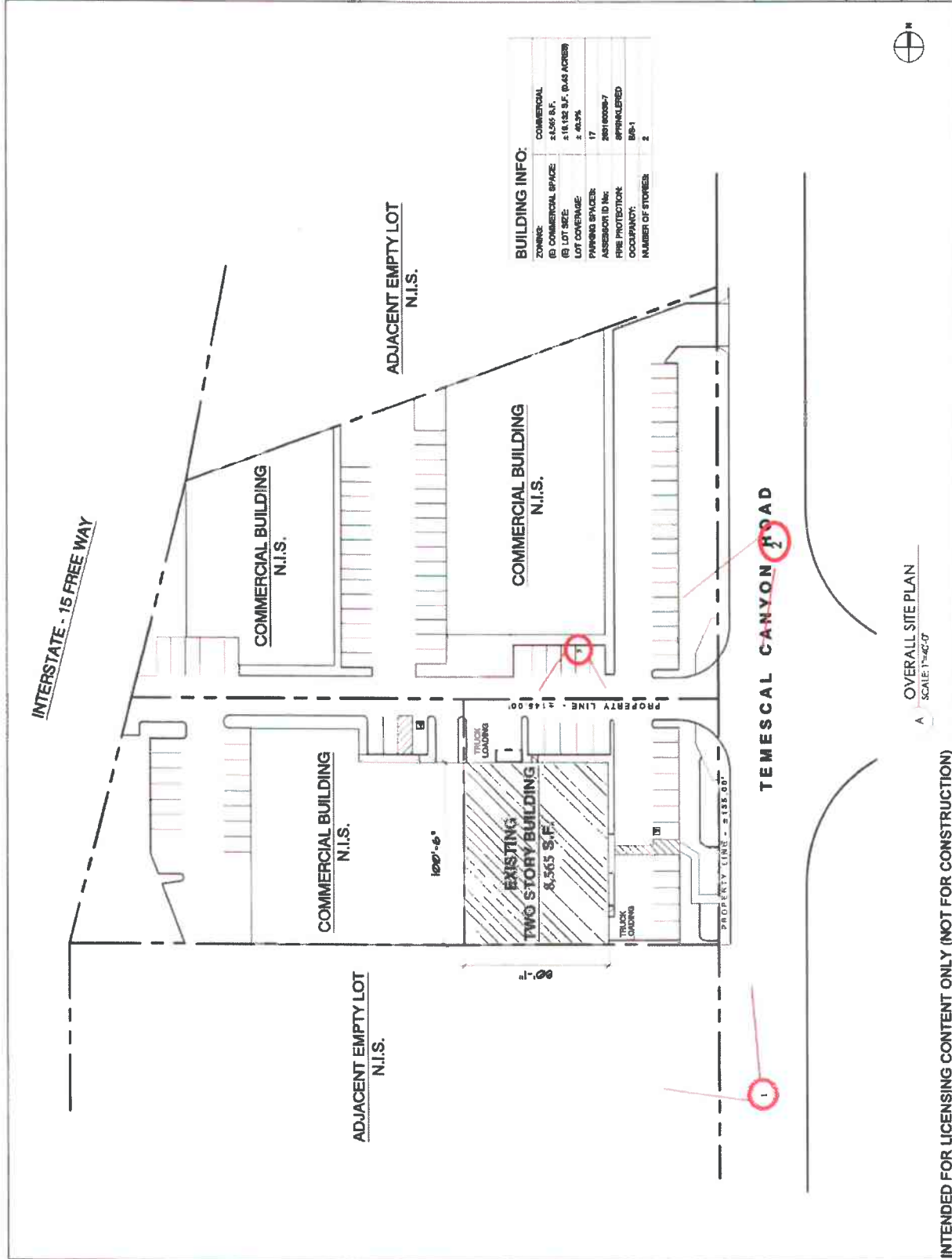
**A** PROPOSED 1ST FLOOR PLAN  
SCALE: 3/8"=1'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

HARDWARE

MATERIALS

FINISHES



**BUILDING INFO:**

ZONING:	COMMERCIAL
(B) COMMERCIAL SPACE:	24,565 S.F.
(B) LOT SIZE:	516,182 S.F. (9.48 ACRES)
LOT COVERAGE:	± 4.92%
PURPOSE OFFICE:	17
ASSESSOR ID No.:	266140008-7
FIRE PROTECTION:	SPRINKLERED
OCCUPANCY:	BB-1
NUMBER OF STORES:	2

23215 TEMESCAL CANYON RD  
CORONA, CA 92883

OVERALL SITE PLAN

S.A.	
4/10/19	
NA	
AS SHOWN	

A-1



OVERALL SITE PLAN  
SCALE: 1"=40'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)



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

Juan C. Perez  
Agency Director



05/26/20, 11:28 am

CUP190053

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190053. 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 Plan (CUP190053) 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. 190053 (CUP190053) is a proposal for a cannabis micro business within an existing 8,582 square foot two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 square feet), manufacturing (1,085 square feet), retail (1,500 square feet), distribution (1,580 square feet), and supporting storage, office, employee break area, and lobby/reception areas.

**Advisory Notification. 3            AND - Exhibits**

The development of the premises shall conform substantially with that as shown on the following APPROVED EXHIBIT(S)

- APPROVED EXHIBIT A = CUP190053 Exhibit A (Site Plan), Sheets 1-2, dated 5/22/20.
- APPROVED EXHIBIT B = Exhibit B (Elevations), dated 5/22/20.
- APPROVED EXHIBIT C = Exhibit C (Floor Plans), dated 5/22/20.

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

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



## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

- 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)
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)
  - Ord. No. 460 (Division of Land)
  - Ord. No. 461 (Road Improvement Standards)
  - Ord. No. 484 (Control of Blowing Sand)
  - Ord. No. 625 (Right to Farm)
  - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
  - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
  - Ord. No. 878 (Regarding Noisy Animals)
  - Ord. No. 671 (Consolidated Fees)
  - Ord. No. 679 (Directional Signs for Subdivisions)
  - Ord. No. 787 (Fire Code)
  - Ord. No. 847 (Regulating Noise)
  - Ord. No. 857 (Business Licensing)
  - Ord. No. 859 (Water Efficient Landscape Requirements)
  - Ord. No. 915 (Regulating Outdoor Lighting)
  - Ord. No. 916 (Cottage Food Operations)
  - Ord. No. 927 (Regulating Short Term Rentals)
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)

### BS-Plan Check

#### BS-Plan Check. 1                      Gen - Custom

##### BUILDING AND SAFETY COMMENTS

To assist in providing an expeditious review, please cloud all corrections on revised exhibit. Items labeled as "Corrections" must be addressed prior to entitlement approval. Items labeled as "Notifications" are for your information only and are not required for entitlement approval. Include a comment response list addressing each correction on the comment list. Thank You.

##### Notifications

## ADVISORY NOTIFICATION DOCUMENT

### BS-Plan Check

#### BS-Plan Check. 1

#### Gen - Custom (cont.)

##### 1- ACCESSIBLE PATH OF TRAVEL:

Please provide a revised site plan to indicate the required continuous accessible paved path of travel. The accessible path of travel details shall include;

1. Accessible path construction type (Asphalt or concrete).
2. Accessible path width.
3. Accessible path directional slope % and cross slope %.
4. All accessible ramp and curb cut-out locations and details where applicable.

The Accessible path of travel shall:

1. Connect to the public R.O.W.
2. Connect to all building(s).
3. Connect to all accessible parking loading/unloading areas.
4. Connect to accessible sanitary facilities.
5. Connect to areas of public accommodation.

Please be aware that the approved site plan with accessibility requirements should be included with any building plan submittals. The plan review staff may have additional comments depending on the additional information or revisions provided during the plan review process. Additional accessible requirements within the structure shall be reviewed during the building plan review.

##### CODE/ORDINANCE REQUIREMENTS:

The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with current adopted California Building Codes, Riverside County Ordinances regulations in effect at the time of building plan submittal and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

NOTE: The new updated 2019 California Building Codes will be in effect as of January 1st 2020, as mandated by the state of California. Any building plan and fee payment submitted to the building department on or after January 1st, 2020 will be subject to the new updated California Building Code(s).

##### PERMIT ISSUANCE:

Per section 105.1 (2019 California Building Code, CBC): Where any owner or authorized agent intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the regulation of which is governed by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

The applicant shall obtain the required building permit(s) from the building department prior to any construction or placement of any building, structure or equipment on the property.

The applicant shall obtain an approved final building inspection and certificate of occupancy from the building department prior to any use or occupancy of the building, or structure.

At no time shall the approval of the planning case exhibit allow for the construction or use of any building, structure, or equipment. In residential applications, each separate structure will require a separate building permit.

### E Health

#### E Health. 1

#### ECP COMMENTS

















## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17

#### General - P. Signage (cont.)

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.
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. 18

#### General - Q. Records

1. Each owner and permittee of a Commercial Cannabis Activity shall maintain clear and adequate records and documentation demonstrating that all Cannabis or Cannabis Products have been obtained from and are provided to other permitted and licensed Cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon written request.
2. Each owner and permittee of a Commercial Cannabis Activity shall maintain a current register of the names and contact information, including name, address, and telephone number, of anyone owning or holding an ownership interest in the Commercial Cannabis Activity, and of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the Commercial Cannabis Activity. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.
3. All Commercial Cannabis Activities shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all Cannabis and Cannabis Products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient, primary caregiver for medical purpose or an adult 21 years of age or older who qualifies to purchase adult-use Cannabis.

#### Planning. 19

#### General - R. Water









## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

#### Planning-All. 21                      Cultivation Operations - 2 (cont.)

#### Planning-All. 21                      Cultivation Operations - 2

All Cannabis Cultivation operations shall include adequate measures that minimize use of water for cultivation on the lot. Water conservation measures, water capture systems, or grey water systems shall be incorporated into the operations in order to minimize use of water where feasible.

#### Planning-All. 22                      Cultivation Operations - 3

All Cannabis Cultivation lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All Indoor and Mixed Light Cannabis Cultivation operations shall be fully contained so that little to no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.

#### Planning-All. 23                      Cultivation Operations - 4

All Cannabis Cultivation operations shall accumulate or store garbage and refuse in a nonabsorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. All garbage and refuse on the site shall not be accumulated or stored for more than seven calendar days, and shall be properly disposed of before the end of the seventh day. All waste, including but not limited to refuse, garbage, green waste and recyclables, must be disposed of in accordance with County and State laws and regulations. All waste generated from Cannabis Cultivation operations must be properly stored and secured to prevent access from the public.

#### Planning-All. 24                      Cultivation Operations - 5

Onsite generators are prohibited, except as a source of energy in an emergencies. No generator is proposed with this Conditional Use Permit for any purposes.

#### Planning-All. 25                      Distribution Operations – 1

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

#### Planning-All. 26                      Distribution Operations – 2

In addition to the requirements of Ordinance No. 348 Section 19.505.Q. and consistent with the California "Track and Trace" requirements, the following record keeping measures are required to be implemented for all Cannabis Distribution Facilities:

- i. Prior to transporting Cannabis or Cannabis Products, a shipping manifest shall be completed as required by state law and regulations.
- ii. 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.
- iii. Cannabis Distribution Facilities shall maintain appropriate records of transactions and shipping manifests that demonstrate an organized method of storing and transporting Cannabis and Cannabis





## ADVISORY NOTIFICATION DOCUMENT

### Transportation

#### Transportation. 1

#### Trans General Conditions (cont.)

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

Plan: CUP190053

Parcel: 283160038

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1                      Gen - Custom                      Not Satisfied

Prior to building permit issuance, provide current water and sewer will serve letters. In order to propose an on-site wastewater treatment system (OWTS)/septic for this project, connection to sewer must not be a viable option. In addition, the project must meet the following requirements:

- Provide total aggregate domestic waste flows. Project cannot exceed 10,000 gallons per day if proposing an OWTS. Projects that exceed 10,000 gallons per day must connect to sewer or obtain clearance from the Regional Water Quality Control Board (RWQCB) for their sewage disposal system.
- If it is determined that a project's waste flow can go to an OWTS, a soils percolation report must be provided for review. System must be clearly shown on all exhibits and meet all requirements of the Local Agency Management Program (LAMP) and any other applicable regulations and standards. A septic system proposal that does not meet the requirements of the LAMP will not be approved. Any existing wells and/or existing onsite wastewater treatment systems (OWTS) shall be noted on the exhibit. They shall be properly removed and/or destroyed under permit with DEH prior to grading.

Fire

080 - Fire. 1                      Fire - Business Plan Required                      Not Satisfied

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

080 - Fire. 2                      Prior to Permit                      Not Satisfied

Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix BB and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 1500gpm, for 2 hours duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 3                      Prior to permit                      Not Satisfied

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3)

Planning

080 - Planning. 1                      Renewable Energy                      Not Satisfied

Plan: CUP190053

Parcel: 283160038

80. Prior To Building Permit Issuance

Planning

080 - Planning. 1                      Renewable Energy (cont.)                      Not Satisfied

In accordance with Ordinance No. 348 Section 19.511.G for cannabis cultivation, the proposed project shall be required to offset its energy demand by 20 percent through provision of renewable energy generation. This is anticipated to be accommodated through solar panels mounted on the building rooftops.

The energy demand shall be determined at the initial building permit stage. Utilizing the energy demand calculated, the appropriate amount of solar panels shall be included with the related building permits to ensure their installation and operation.

Waste Resources

080 - Waste Resources. 1      080 - 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

Fire

090 - Fire. 1                      Prior to final                      Not Satisfied

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

Any limited access devices shall be reviewed and accepted by the fire department, prior to final approval.

Planning

090 - Planning. 1                      Renewable Energy - Installed                      Not Satisfied

In accordance with measure Ordinance No. 348 Section 19.511.G for cannabis cultivation, the proposed project shall be required to offset its energy demand by 20 percent through provision of renewable energy generation. In accordance with the prior condition titled "Renewable Energy", prior to occupancy, the renewable energy facility as approved with the prior condition shall be installed and ready for operation.

Waste Resources

090 - Waste Resources. 1      090 - Custom                      Not Satisfied

05/26/20  
11:21

Riverside County PLUS  
CONDITIONS OF APPROVAL

Page 3

Plan: CUP190053

Parcel: 283160038

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1    090 - Custom (cont.)    Not Satisfied

090 - Waste Resources. 2    090 - 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.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## DEVELOPMENT ADVISORY COMMITTEE (“DAC”) INITIAL CASE TRANSMITTAL RIVERSIDE COUNTY PLANNING DEPARTMENT – RIVERSIDE PO Box 1409 Riverside, 92502-1409

DATE: November 14, 2019

**TO:**

Riv. Co. Transportation Dept.  
Riv. Co. Environmental Health Dept.  
Riv. Co. Fire Department (Riv. Office)  
Riv. Co. Building & Safety – Plan Check  
Riv. Co. Trans. Dept. – Landscape Section

Riv. Co. Sheriff's Dept.  
Riv. Co. Waste Resources Management Dept.  
Board of Supervisors - Supervisor: Kevin  
Jeffries  
Planning Commissioner: Carl Bruce Shaffer

City of Riverside Sphere of Influence

**CONDITIONAL USE PERMIT NO. 190053 and DEVELOPMENT AGREEMENT NO. 1900044** - Applicant: River Leaf – Engineer/Representative: Infrastructures Engineers c/o Sia Shirazi - First Supervisorial District – Glen Ivy Area Zoning District – Temescal Canyon Area Plan: Community Development: Light Industrial (CD: LI) – Location: North of Ben Garrett Rd, South of Dawson Canyon Rd, East of I-15 FWY, and West of Temescal Canyon Rd – 0.44 Net Acres - Zoning: Existing: Manufacture Service Commercial (M-SC) - **REQUEST:** Conditional Use Permit No. 190053 (CUP190053), the project proposes a cannabis micro business within an existing 8,582 square foot two story commercial building. Development Agreement No. 1900044 (DA1900044) would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon Area – APN: 283-160-038 – **BBID: 676-388-433**

**DAC staff members and other listed Riverside County Agencies, Departments and Districts staff:** A Bluebeam invitation has been emailed to appropriate staff members so they can view and markup the map(s) and/or exhibit(s) for the above-described project. Please have your markups completed and draft conditions in the Public Land Use System (PLUS) on or before the indicated DAC date. If it is determined that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and DENY the PLUS routing on or before the above date. This case is scheduled for a **DAC internal review on December 5, 2019**. Once the route is complete, and the approval screen is approved with or without corrections, the project can be scheduled for a public hearing.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

Any questions regarding this project, should be directed to Travis Engelking, Project Planner at (951) 955-1417, or e-mail at [tengelki@rivco.org](mailto:tengelki@rivco.org) / MAILSTOP #: 1070

Public Hearing Path:    Administrative Action:     DH:     PC:     BOS:

COMMENTS:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN                       PUBLIC USE PERMIT                       VARIANCE  
 CONDITIONAL USE PERMIT                       TEMPORARY USE PERMIT  
 REVISED PERMIT    Original Case?                      Sup # 190053

INCOMPLETE APPLICATIONS WILL NOT BE ACC

### APPLICATION INFORMATION

Applicant Name: River Releaf *approved per applicant per Aaron Gillette*  
Elemental Riverside

Contact Person: aaron gillette                      E-Mail: aarongillette500@gmail.com

Mailing Address: 6066 Nancita Court  
San Diego                      CA                      92114  
City                      State                      ZIP

Daytime Phone No: (619) 735-2258                      Fax No: ( )

Engineer/Representative Name: Infrastructure Engineers

Contact Person: Sia Shirazi                      E-Mail: sshirazi@infengr.com

Mailing Address: 3060 Saturn St.  
Brea                      CA                      92821  
City                      State                      ZIP

Daytime Phone No: (714) 308-2333                      Fax No: ( )

Property Owner Name: James & Christie Koontz

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: 3240 Mission Inn ave.  
Riverside                      CA                      92507  
City                      State                      ZIP

Daytime Phone No: (951) 276-3657                      Fax No: ( )

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

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

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

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

James Koontz

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

Christie Koontz

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 283160038-1

Approximate Gross Acreage: .44 acre

General location (nearby or cross streets): North of Ben Garrett Rd, South of Dawson Canyon rd, East of I-15, West of Temescal Canyon Rd



**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

Tennant Improvement to accomodate cannabls micro buisness.

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

Number of existing lots: 1

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permt No.
1	8917		2	cannabis micro business	<input type="checkbox"/>	
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"/>	

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

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

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

**APPLICATION FOR LAND USE AND DEVELOPMENT**

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

Is this an application for a development permit? Yes  No

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

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

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

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

**HAZARDOUS WASTE AND SUBSTANCES STATEMENT**

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

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Address of site (street name and number if available, and ZIP Code): \_\_\_\_\_

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: \_\_\_\_\_

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

Regulatory Identification number: \_\_\_\_\_

Date of list: \_\_\_\_\_

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

**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

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

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes  No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes  No

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

Owner/Authorized Agent (1) Garon Gillette Date 10-20-19

Owner/Authorized Agent (2) \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION FOR LAND USE AND DEVELOPMENT**

---

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

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## APPLICATION FOR DEVELOPMENT AGREEMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

DA1900044

### APPLICATION INFORMATION

Applicant Name: River Releaf

Contact Person: Aaron Gillette E-Mail: Aarongillette500@gmail.com

Mailing Address: 6066 Nancita ct  
SAn Diego Street 92114  
CA  
City State ZIP

Daytime Phone No: (619) 735 2258 Fax No: ( )

Engineer/Representative Name: Infrastructure Engineers

Contact Person: Sia Shirazi E-Mail: sshirazi@infengr.com

Mailing Address: 3060 Saturn st  
Brea Street 92821  
CA  
City State ZIP

Daytime Phone No: (714) 306-2333 Fax No: ( )

Property Owner Name: James & Christie Koontz

Contact Person: \_\_\_\_\_ E-Mail: Jimkoontz@aol.com

Mailing Address: 3240 Mission Inn Ave.  
Riverside Street 92507  
CA  
City State ZIP

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

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

*"Planning Our Future... Preserving Our Past"*

**APPLICATION FOR DEVELOPMENT AGREEMENT**

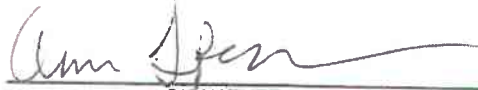
**DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:**

Property is in escrow

**\*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).

Anthony Spencer

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

**DESCRIBE OWNER'S INTEREST IN THE PROPERTY:**

current owner

James Koontz

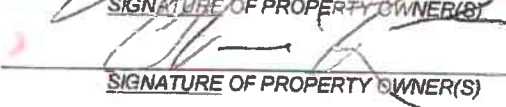
PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

Christie Koontz

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 23215 Temescal Canyon Rd Corona CA, 92883

Approximate Gross Acreage: .44 Acre

General location (nearby or cross streets): North of Ben Garret Rd, South of Dawson Canyon Rd, East of I- 15, West of Temescal Canyon Rd

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

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1070 DA Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018

## 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. 190053 and DEVELOPMENT AGREEMENT NO. 1900044 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: River Releaf – Engineer/Representative: Infrastructure Engineers – First Supervisorial District – Glen Ivy Area – Temescal Canyon Area Plan: Community Development: Light Industrial (CD-LI) – Location: Westerly of Temescal Canyon Road at the intersection with Dawson Canyon Road – 0.43 Acres – Zoning: Manufacturing – Service Commercial (M-SC) – **REQUEST:** Conditional Use Permit No. 190053 is a proposal for a cannabis micro business within an existing 8,565 sq. ft. two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 sq. ft.), manufacturing (985 sq. ft.), retail (1,500 sq. ft.), distribution (1,580 sq. ft.), and supporting storage, office, employee break area, and lobby/reception areas. Development Agreement No. 1900044 is a proposal whereby the applicant enters into a development agreement with the County of Riverside, consistent with the County's Cannabis Ordinance, and it includes terms for providing a community benefit to the Temescal Canyon area.

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

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

For further information regarding this project please contact the Project Planner Russell Brady at (951) 955-3025 or email at [rbrady@rivco.org](mailto:rbrady@rivco.org), or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

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

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

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

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

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

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on May 12, 2020.

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

APN (s) or case numbers CUP190053 for

Company or Individual's Name RCIT - GIS,

Distance buffered 2000'

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 9<sup>TH</sup> Floor

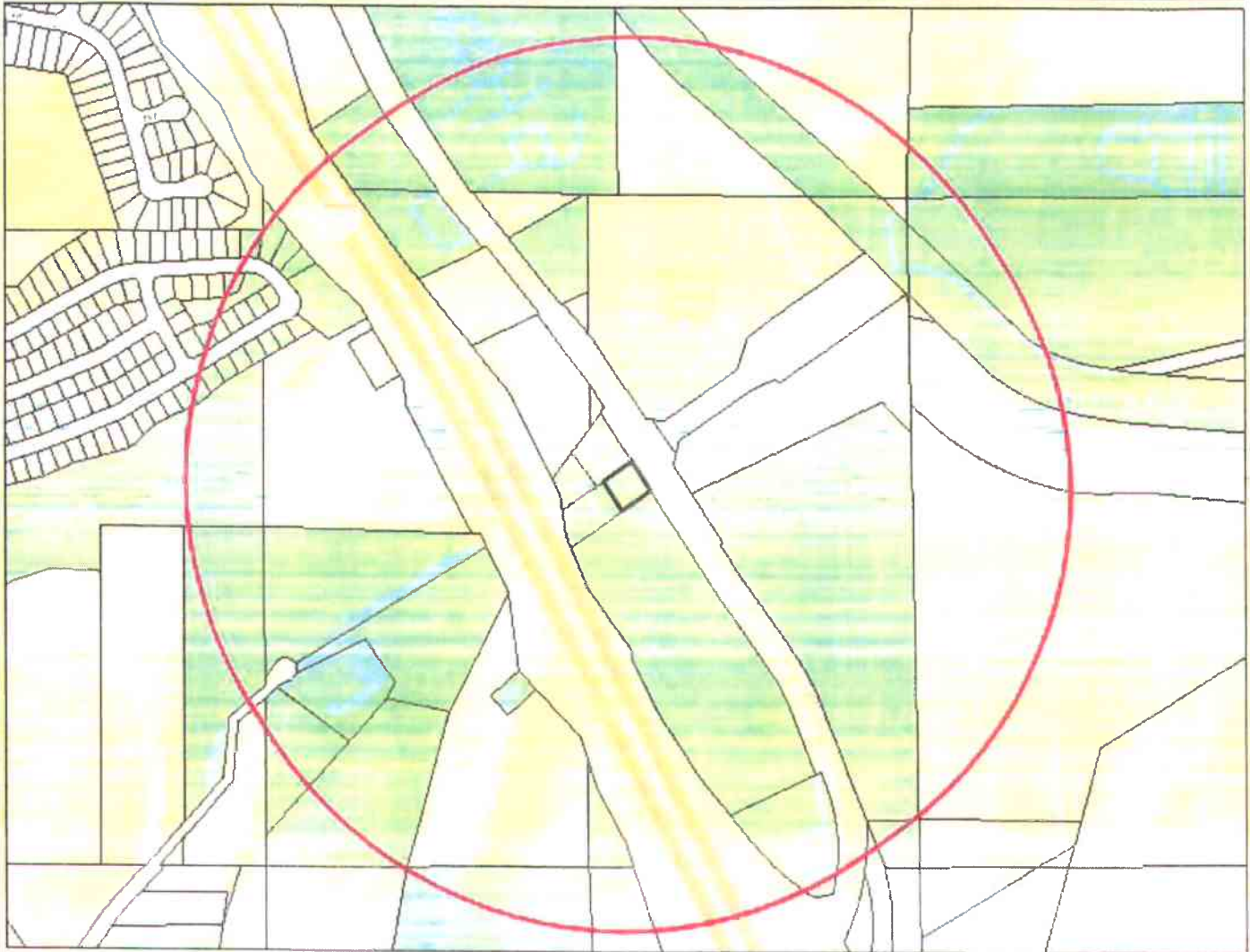
Riverside, Ca. 92502

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



# Riverside County GIS Mailing Labels

CUP190053 ( 2000 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... 5/12/2020 1:01:15 PM

© Riverside County RCIT

283110009  
CORONA CLAY CO  
22079 KNABE RD  
CORONA CA 92883

283110013  
OLSEN CANYON PROP  
17600 NEWHOPE ST  
FOUNTAIN VALLEY CA 92706

283110064  
SDG INV  
1920 FRONTAGE RD  
CORONA CA 92882

283120019  
MITCHELL C. LEINEN  
10064 DAWSON CANYON DR  
CORONA CA 92883

283140009  
RONALD H. WALECKI  
255 VIA LINDA VISTA  
REDONDO BEACH CA 90277

283140028  
CALIFORNIA MEADOWS HOMEOWNERS ASSN  
5500 E SANTA ANA CANYON RD  
ANAHEIM CA 92807

283150016  
CORONA NORCO UNIFIED SCHOOL DISTRICT  
2820 CLARK AVE  
NORCO CA 92860

283150021  
GF SERVICES  
PO BOX 77211  
CORONA CA 92877

283150034  
SOUTHERN CALIF EDISON CO  
2131 WALNUT GROVE 2ND FL  
ROSEMEAD CA 91770

283150038  
STEVE SIMMONS  
23280 LAWSON RD  
CORONA CA 92883

283150039  
DONALD J. SIMMONS  
23280 LAWSON RD  
CORONA CA 92883

283150040  
VINCENT LOPEZ  
23275 LAWSON RD  
CORONA CA 92883

283150042  
LEE LAKE WATER DIST  
22646 TEMESCAL CANYON RD  
CORONA CA 92883

283150047  
THOMAS T. SCHOCK  
P O BOX 1198  
LAKESIDE MT 59922

283150049  
COUNTY OF RIVERSIDE  
P O BOX 1180  
RIVERSIDE CA 92502

283150051  
GERALD W. KECK  
P O BOX 1283  
BOULEVARD CA 91905

283160009  
BBG KRG INC  
P O BOX 1839  
CORONA CA 92878

283160014  
TRIPLE-EIGHT REVOCABLE TRUST DATED  
6888 LINCOLN AVE  
BUENA PARK CA 90620

283160030  
ALBERT N. BAHU  
23255 TEMESCAL CANYON RD  
CORONA CA 92883

283160033  
USA WASTE OF CALIF INC  
P O BOX 1450  
CHICAGO IL 60690

283160035  
BAHU SAMIRA A  
23760 TEMESCAL CYN  
CORONA CA 92883

283160037  
TEMESCAL PROP  
4816 BUTTERNUT HOLLOW LN  
BONITA CA 91902

283160038  
KOONTZ LIVING TRUST DATED 11/26/18  
22281 JESSAMINE WAY  
CORONA CA 92883

283160039  
RICARDO ESQUER  
P O BOX 78161  
CORONA CA 92877

283160040  
GM&J LASER CUTTING  
8356 STANDUSTRIAL  
STANTON CA 90680

283160043  
CORONA CLAY CO  
5 CONCOURSE PWKY NO 1900  
ATLANTA GA 30328

283170019  
CORONA NORCO UNIFIED SCHOOL DIST  
2820 CLARK AVE  
NORCO CA 92860

283190033  
USA WASTE OF CALIF  
P O BOX 1450  
CHICAGO IL 60690

283190037  
LEINEN FAMILY  
1240 MAGNOLIA AVE  
CORONA CA 92879

283303003  
JEANNE M. JOHNSON  
9426 STONE CANYON RD  
CORONA CA 92883

283304001  
JOSE MARISCAL PARRA  
9415 STONE CANYON RD  
CORONA CA 92883

283304002  
WILLIE FRANK WASHINGTON  
9407 STONE CANYON RD  
CORONA CA 92883

283320014  
ANALYN RUNEZ  
9514 PALM CANYON DR  
CORONA CA 92883

283320015  
ALFRED C. NUNGARAY  
2501 E BELMONT CT  
ANAHEIM CA 92806

283320016  
SARAH ANN ANDERSON  
9538 PALM CANYON DR  
CORONA CA 92883

283320017  
JESUS FRANCO  
9550 PALM CANYON DR  
CORONA CA 92883

283320018  
DAVID A. TAFT  
9575 STONE CANYON RD  
CORONA CA 92883

283320019  
DARRYL ROOT  
9553 STONE CANYON RD  
CORONA CA 92883

283320020  
JARED SCHWEITZER  
9529 STONE CANYON RD  
CORONA CA 92883

283320021  
MIGUEL SALGADO GONZALEZ  
9505 STONE CANYON RD  
CORONA CA 92883

283320022  
KATHERINE CHRIS TRINKLE  
9481 STONE CANYON RD  
CORONA CA 92883

283320023  
DEBORAH L. COLE  
9457 STONE CANYON RD  
CORONA CA 92883

283320024  
KENNETH JAMES THRASHER  
3114 HALF CIRCLE RD  
NORCO CA 92860

283321001  
AIM INLAND  
531 E CHAPMAN AVE  
ORANGE CA 92866

283321002  
JAMES A. TALLUTO  
9480 STONE CANYON RD  
CORONA CA 92883

283321003  
JORGE MEDEL  
9502 STONE CANYON RD  
CORONA CA 92883

283321004  
GREGORY SCOTT LAUBE  
9528 STONE CANYON RD  
CORONA CA 92883

283321005  
FRANCISCO OROZCO  
22014 MIMOSA LN  
MORENO VALLEY CA 92553

283321006  
SETH A. MATHER  
9568 STONE CANYON RD  
CORONA CA 92883

283321007  
CALIFORNIA MEADOWS HOMEOWNERS ASSN  
5500 E SANTA ANA CYN RD  
ANAHEIM, CA 92807

283321008  
MICHAEL S. GEORGIE  
9501 PALM CANYON DR  
CORONA CA 92883

**Applicant:**

River Releaf, c/o Devon Julian  
3 Corporate Park  
Irvine, CA 92606

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3 Corporate Park  
Irvine, CA 92606

**Applicant:**

River Releaf, c/o Devon Julian  
3 Corporate Park  
Irvine, CA 92606

**Owner:**

James Koontz  
3240 Mission Inn Avenue  
Riverside, CA 92507

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

City of Corona  
Attn: Planning Division  
400 South Vicentia Avenue  
Corona, CA 92882

City of Corona  
Attn: Planning Division  
400 South Vicentia Avenue  
Corona, CA 92882

**Representative:**

Infrastructure Engineers, c/o Sia Shirazi  
222 Harbor Boulevard, Suite 705  
Anaheim, CA 92805

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222 Harbor Boulevard, Suite 705  
Anaheim, CA 92805

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Infrastructure Engineers, c/o Sia Shirazi  
222 Harbor Boulevard, Suite 705  
Anaheim, CA 92805

**Owner:**

James Koontz  
3240 Mission Inn Avenue  
Riverside, CA 92507

**Owner:**

James Koontz  
3240 Mission Inn Avenue  
Riverside, CA 92507

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

City of Corona  
Attn: Planning Division  
400 South Vicentia Avenue  
Corona, CA 92882



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Charissa Leach**  
*Assistant 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.:** Cannabis Microbusiness / Development Agreement No. 1900044 and Conditional Use Permit No. 190053

**Project Location:** In the unincorporated area of Riverside County, more specifically located 23215 Temescal Canyon Road, Corona, CA 92883

**Project Description:** Development Agreement No. 1900044 (DA1900044) would grant the applicant vesting rights to develop the Project in accordance with the terms of DA1900044 and CUP190053, and will provide community benefits to the Temescal Canyon Area. Conditional Use Permit No. 190053 (CUP190053) is a proposal for a cannabis micro business within an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel. The micro business will include indoor cultivation (4,500 square feet), manufacturing (985 square feet), retail (1,500 square feet), distribution (1,580 square feet), and supporting storage, office, employee break area, and lobby/reception areas.

**Name of Public Agency Approving Project:** Riverside County Planning Department

**Project Applicant & Address:** Julian Devon, 3 Corporate Park, Irvine, CA 92606

**Exempt Status: (Check one)**

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption (15301 and 15303)
- Statutory Exemption (\_\_\_\_\_)
- Other: \_\_\_\_\_

NOTICE OF EXEMPTION

Reasons why project is exempt: This proposed project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as an industrial/commercial use similar to prior ongoing activities at the Project site and similar to the immediate surrounding industrial/commercial uses. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing industrial/commercial establishment and was previously analyzed with the approved Plot Plan No. 18511 and the Addendum to Environmental Impact Report No. 183 that was prepared for it. Given the site has already been developed for such uses and only minimal façade improvements and upgrades would be required, no construction impacts would occur. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the proposed microbusiness (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

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

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

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other use that would be permitted to occupy the business park space. As previously noted, the impacts of this overall business park development was covered under Plot Plan No. 18511 and specifically the Addendum to Environmental Impact Report No. 183 that was prepared for it. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste).

Russell Brady \_\_\_\_\_ 951-955-3025 \_\_\_\_\_  
County Contact Person Phone Number

\_\_\_\_\_  
Signature Project Planner Title Date

Date Received for Filing and Posting at OPR: \_\_\_\_\_



*Please charge deposit fee case#:* ZEA

ZCFG No. - \*\*SELECT\*\*

**FOR COUNTY CLERK'S USE ONLY**

DEVELOPMENT AGREEMENT NO. 1900044

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”):

James Alan Koontz and Christie Fister Koontz, as co-trustees of  
The Koontz Living Trust established November 26, 2018

Julie Le

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 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. 190053) 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. 190053.

(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:

Julie Le  
3 Corporate Park, Suite 200  
Irvine, CA 92606

(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 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to the COUNTY and associated with CAN 190088, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the certificate of occupancy 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 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> 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 certificate of occupancy 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 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> 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 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. 190053 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190053 and consistency with the Request for Proposal Responses associated with CAN 190088 including, but not

limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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

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

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

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

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

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

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

to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees,

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

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

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OWNER Initials

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OWNER Initials

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OWNER Initials

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

day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

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

## 9. THIRD PARTY LITIGATION.

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

(a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.



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

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

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

at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

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

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

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure,

trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected

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

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

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

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

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

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

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

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

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

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

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

binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

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

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

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

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

consummate the transactions contemplated by this Agreement.

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

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



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

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

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

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

Dated: \_\_\_\_\_

By \_\_\_\_\_  
V. Manuel Perez  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

By \_\_\_\_\_  
Deputy  
(SEAL)

Dated: \_\_\_\_\_

OWNER: James Alan Koontz and Christie Fister  
Koontz, as co-trustees of The Koontz Living  
Trust established November 26, 2018

By: \_\_\_\_\_  
James Alan Koontz, Co-Trustee

By: \_\_\_\_\_  
Christie Fister Koontz, Co-Trustee

(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. 1900044

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 31196, AS SHOWN BY MAP ON FILE IN BOOK 208, PAGES 50-53 OF PARCEL MAPS, RECORDED OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 283-160-038-7

EXHIBIT "B"

Development Agreement No. 1900044

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. 1900044

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS

Conditional Use Permit No. 190053

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. 1900044

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4913
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

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

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

## EXHIBIT "E"

Development Agreement No. 1900044

### COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190053 permits a Cannabis Micro Business within an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel. The Cannabis Micro Business will include 4,500 square feet of indoor cultivation, 985 square feet of manufacturing, 1,500 square feet of retail, and 1,580 square feet of distribution along with supporting storage, office, employee break area, and reception areas.



## EXHIBIT "F"

Development Agreement No. 1900044

### APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Micro Business operating at the Property pursuant to CUP No. 190053 includes an existing 8,565 square foot two-story commercial building on a 0.43 acre parcel, which will include indoor cultivation, manufacturing, retail, distribution and 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: \$4.50 per square foot for the indoor cultivation, \$4.00 per square foot for the manufacturing, \$16.00 per square foot for the retail, \$3.00 per square foot for the distribution. Therefore, the public base benefit payment will be \$52,930 and will increase annually at a rate of 2%.

## EXHIBIT "G"

Development Agreement No. 1900044

### CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the following: 4,500 square feet for the indoor cultivation, 985 square feet for the manufacturing, 1,500 square feet for the retail and 1,580 square feet for the distribution totaling an 8,565 square foot two-story commercial building. The 8,565 building will be used for the Cannabis Micro Business as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900044

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$66,162.50 with an annual increase of 5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190088, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

# Map My County Map



## Legend

- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



## Notes

\*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... 3/31/2020 1:56:31 PM

© Riverside County GIS

APN  
283160038-••

EXHIBIT AMENDMENT BLOCK:



VICINITY MAP

BUILDING INFO:	
ZONING	COMMERCIAL
(B) COMMERCIAL SPACE	± 8,582 S.F.
(E) LOT SIZE	± 19,132 S.F. (0.43 ACRES)
LOT COVERAGE	± 40.2%
PARKING SPACES	17
ASSESSOR ID No	283160038-••
FIRE PROTECTION	SPRINKLERED
OCCUPANCY	B S-1
NUMBER OF STORES	2

ADJACENT EMPTY LOT  
N.I.S.

INTERSTATE - 15 FREE WAY

COMMERCIAL BUILDING  
N.I.S.

COMMERCIAL BUILDING  
N.I.S.

COMMERCIAL BUILDING  
N.I.S.

EXISTING  
TWO STORY BUILDING  
8,582 S.F.

TRUCK  
LOADING

TEMESCAL CANYON ROAD

ADJACENT EMPTY LOT  
N.I.S.

120'-6"

PROPERTY LINE - ± 1335.00'



A OVERALL SITE PLAN  
SCALE: 1/4" = 1'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

OWNER:  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

TEMESCAL  
CANYON RD  
CORONA, CA 92883  
OVERALL SITE PLAN

DATE	S.A.
10/28/19	
REVISION	R1
DESCRIPTION	AS SHOWN

A-1

APN  
 283160038-1

**EXHIBIT AMENDMENT BLOCK:**

Retail hours of operation  
 M-S 8 am-10pm  
 All other operations  
 M-S 10pm-8am

**OWNER:**

JAMES & CHRISTIE KOONTZ  
 3240 MISSION INN AVE  
 RIVERSIDE, CA 92507  
 951-276-3657

23215 TEMESCAL CANYON RD  
 CORONA, CA 92883  
 DETAILED SITE PLAN

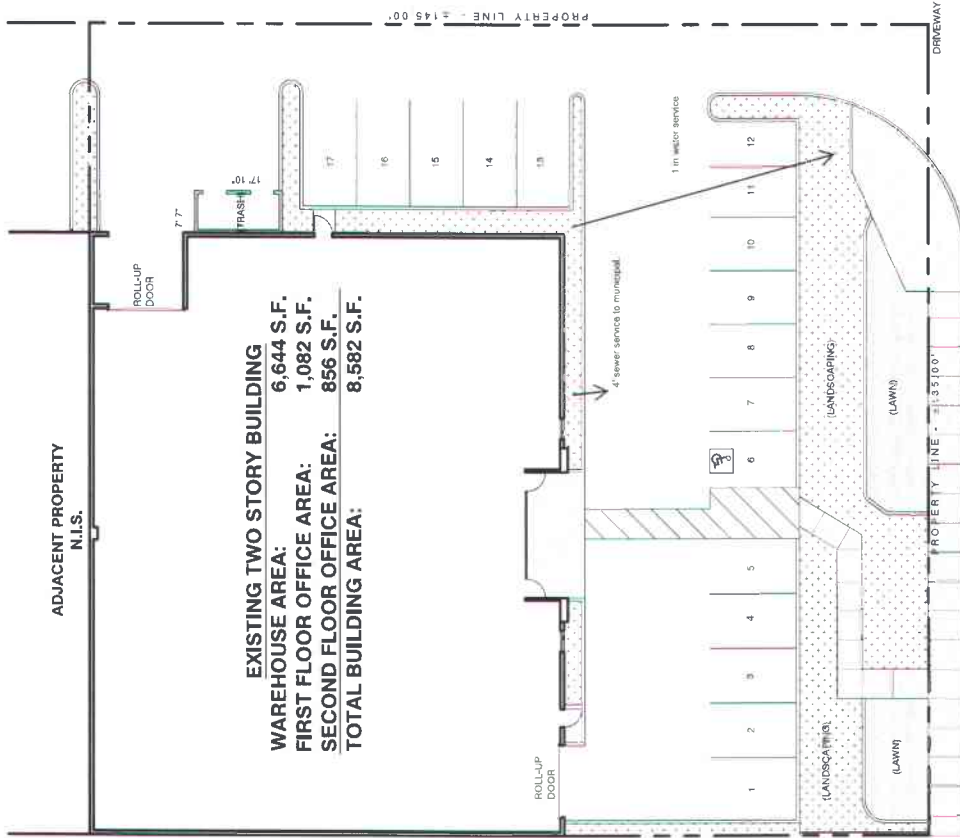
S.A.

10/28/19

R2

AS SHOWN

**A-1.1**



**BUILDING INFO:**

ZONING:	COMMERCIAL
(E) COMMERCIAL SPACE:	± 8,582 S.F.
(E) LOT SIZE:	± 19,132 S.F. (0.43 ACRES)
LOT COVERAGE:	± 40.3%
PARKING SPACES:	17
ASSESSOR ID No:	283160038-1
FIRE PROTECTION:	SPRINKLERED
OCCUPANCY:	B-1
NUMBER OF STORES:	2
LANDSCAPE AREA:	± 2,815 S.F.

EXISTING SITE PLAN  
 SCALE: 1"=20'-0"

APN  
283160038-1

**EXHIBIT AMENDMENT BLOCK:**

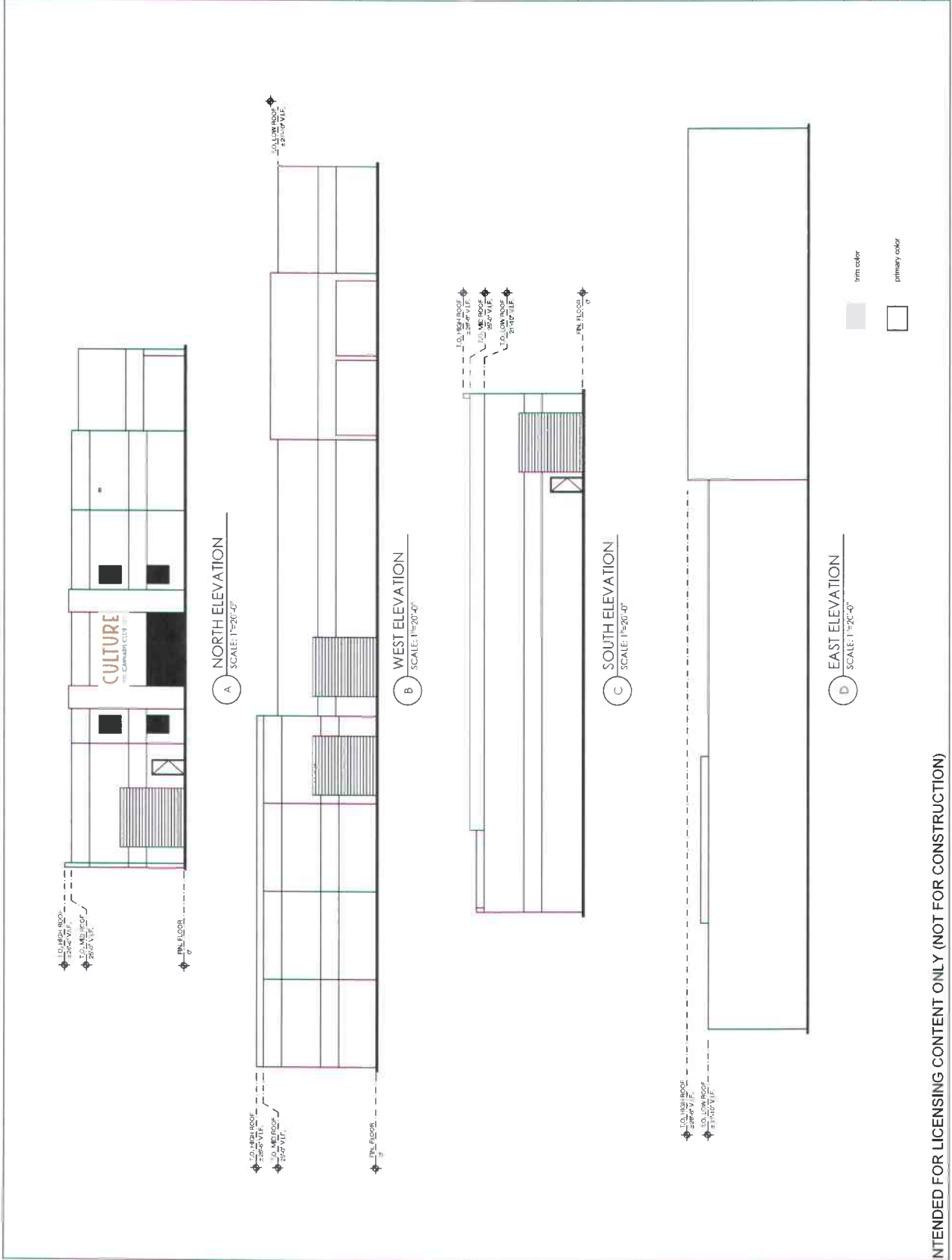
no exterior improvements to occur

OWNER:  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

TEMESCAL  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
ELEVATIONS

DATE	S.A.
10/28/19	
BY	N/A
SCALE	AS SHOWN

**B-1.0**



INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

APN  
283160038-7

**EXHIBIT AMENDMENT BLOCK:**

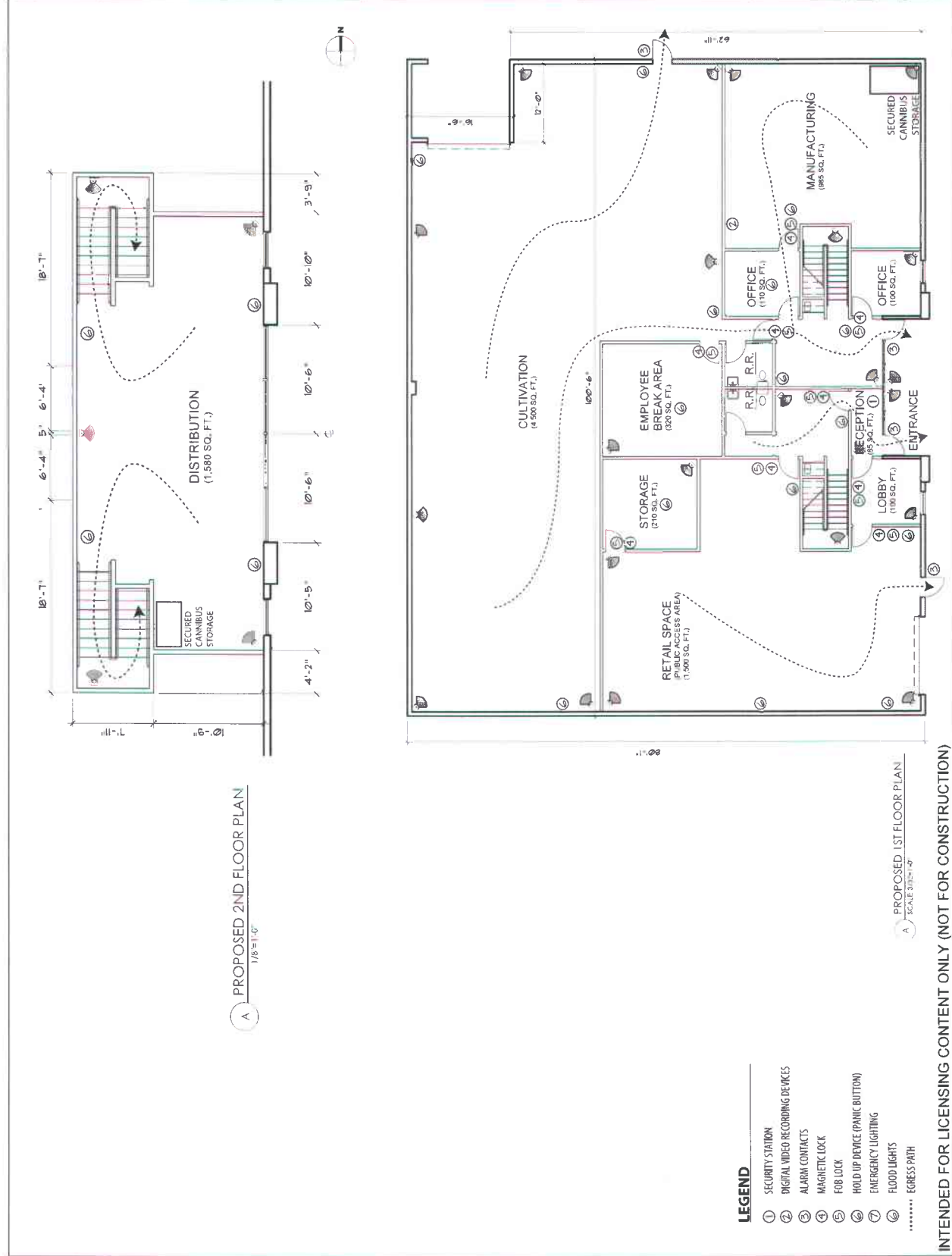
Retail employees present during normal hours of operation. Cultivation, distribution, and manufacturing employees present during opposite hours overnight.

OWNER:  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

TEMESCAL  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
1ST AND 2ND OVER ALL  
SECURITY PLAN

DATE	S.A.
03/27/2020	R4
AS SHOWN	

**C-1.0**

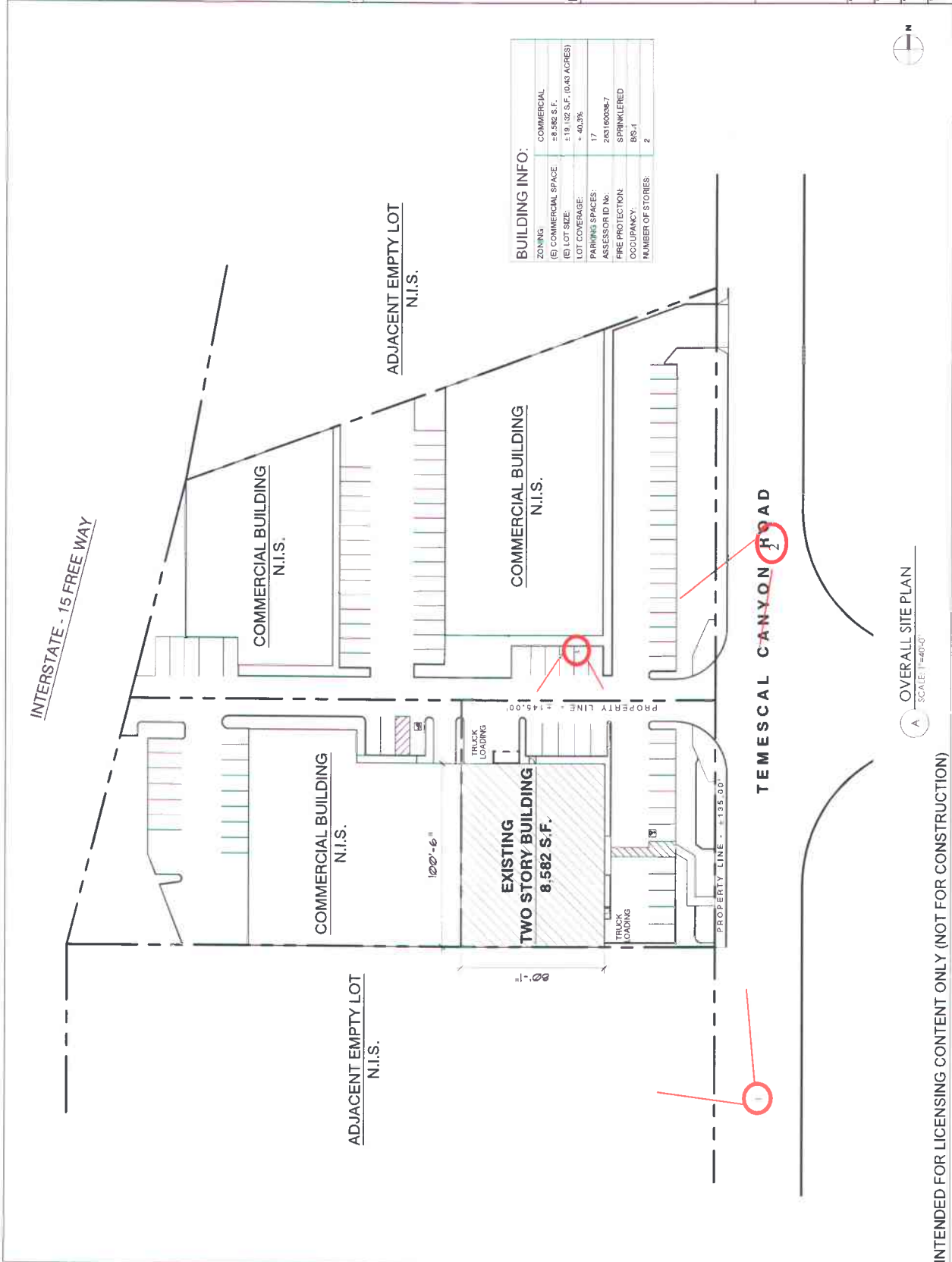




HARDWARE

MATERIALS

FINISHES



23215 TEMESCAL CANYON RD  
CORONA, CA 92883

DATE:	S.A.
DATE:	4/10/19
DATE:	NA
DATE:	AS SHOWN



OVERALL SITE PLAN  
SCALE: 1"=40'-0"

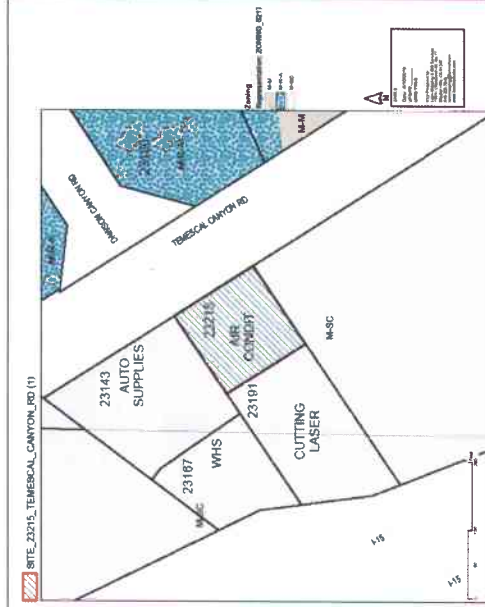
INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

A-1

OVERALL SITE PLAN

APN  
283160038-00

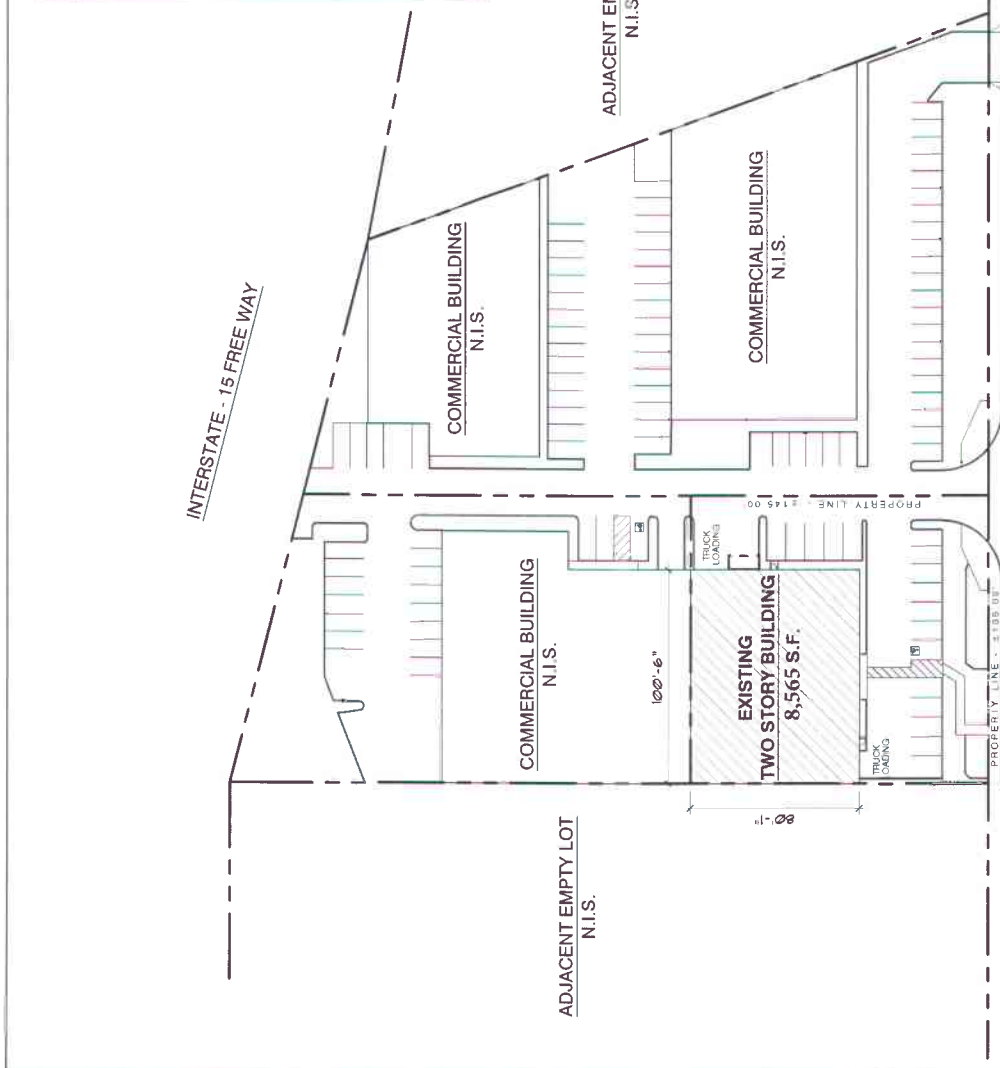
EXHIBIT AMENDMENT BLOCK



VICINITY MAP

**BUILDING INFO:**

ZONING	COMMERCIAL
NET COMMERCIAL SPACE	± 8,565 S.F.
NET LOT SIZE	± 19,128 S.F. (0.44 ACRES)
LOT COVERAGE	± 40.3%
PARKING SPACES	17
ASSESSOR ID No.	283160038-00
FIRE PROTECTION	SPRINKLERED
OCCUPANCY	BUS 1
NUMBER OF STORIES	2



TEMESCAL CANYON ROAD

OVERALL SITE PLAN  
SCALE 1"=40'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

OWNER:  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

TEMESCAL  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
OVERALL SITE PLAN

DATE	S.A.
DATE	10/28/19
REVISION	R1
TITLE	AS SHOWN

A-1

APN  
283160038-1

**EXHIBIT AMENDMENT BLOCK**

Retail and distribution  
hours of operation M-S  
8 am-10pm

Cultivation and  
manufacturing  
M-S 10pm-8am

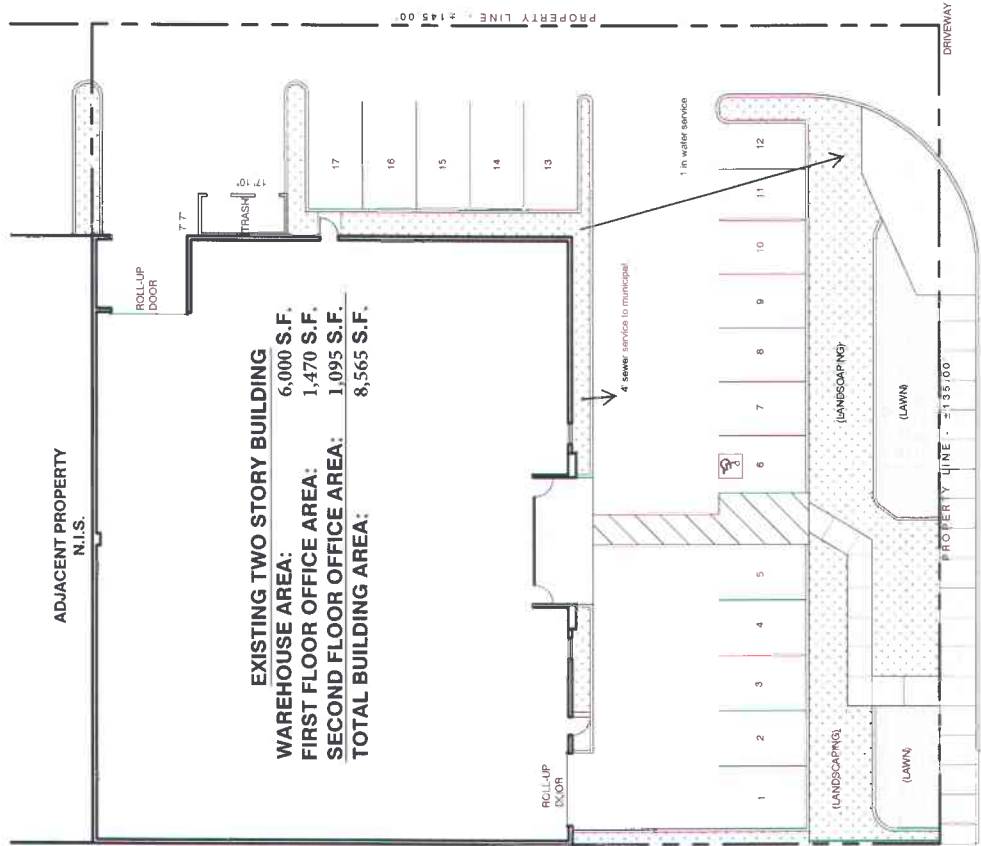
**OWNER:**

JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
**DETAILED SITE PLAN**

DATE	S.A.
10/28/19	
REVISION	R2
AS SHOWN	

**A-1.1**



**Parking Calculations:**  
Retail: 1,500 sq ft. / 200 = 8 stalls required  
Cultivation: 4 Employees  
Manufacturing: 2 Employees  
Distribution: 3 Employees  
Total: 9 Employees / 3 = 6 stalls required  
Total stalls required: 14 parking stalls  
Total stalls at proposed site: 17 stalls

All employees for cultivation and manufacturing will be operating at opposite hours of retail 7 days a week from 10:30pm to 7am. Retail and distribution will operate during normal business hours of 8am to 10pm 7 days a week.

All uses of facility will be for both adult (A type) and medical (M type) licenses. All product will be cultivated, processed, distributed, and sold for retail will be for both adult use and medical use.

**BUILDING INFO:**

ZONING	COMMERCIAL
(B) COMMERCIAL SPACE	± 8,565 S.F.
(E) LOT SIZE:	± 19,132 S.F. (0.43 ACRES)
LOT COVERAGE:	± 40.3%
PARKING SPACES	17
ASSESSOR ID No.	283160038--
FIRE PROTECTION	SPRINKLERED
OCCUPANCY	B/S-1
NUMBER OF STORIES	2
LANDSCAPE AREA	± 2,616 S.F.

EXISTING SITE PLAN  
SCALE 1" = 20'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

APN  
283160038-1

**EXHIBIT AMENDMENT BLOCK:**

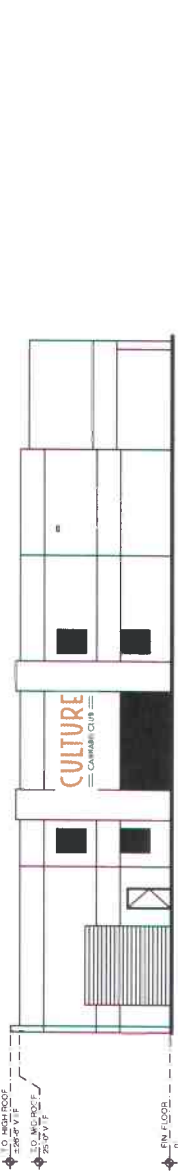
no exterior improvements to occur

**OWNER:**  
JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

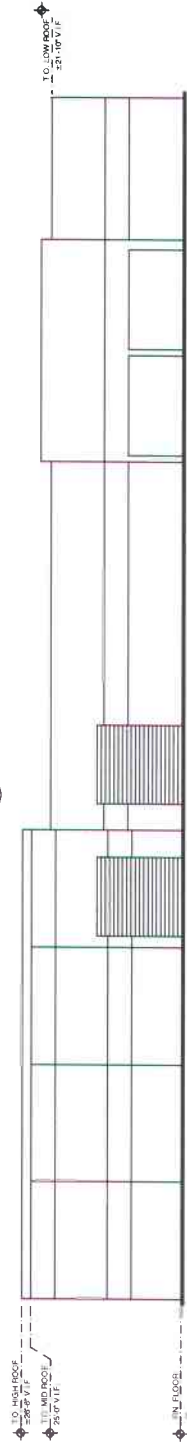
TEMESCAL  
23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
ELEVATIONS

DATE	S.A.
10/28/19	
REVISION	N/A
SCALE	AS SHOWN

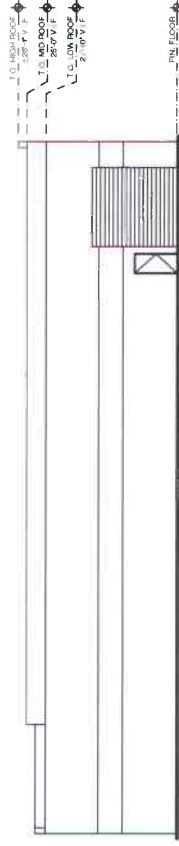
**B-1.0**



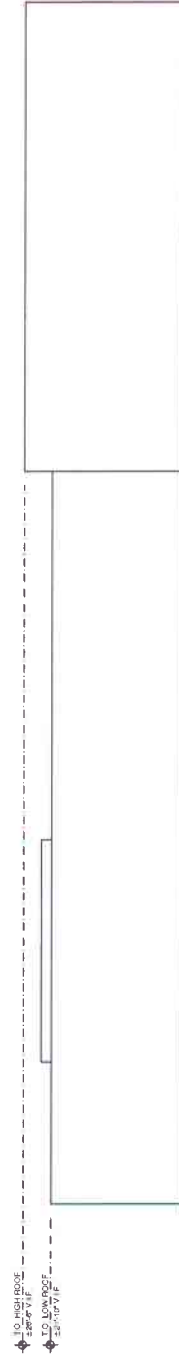
**(A) NORTH ELEVATION**  
SCALE: 1"=20'-0"



**(B) WEST ELEVATION**  
SCALE: 1"=20'-0"



**(C) SOUTH ELEVATION**  
SCALE: 1"=20'-0"



**(D) EAST ELEVATION**  
SCALE: 1"=20'-0"

trim color  
primary color



INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

APN  
283160038-7

**EXHIBIT AMENDMENT BLOCK:**

Retail employees present during normal hours of operation. Cultivation, distribution, and manufacturing employees present during opposite hours overnight.

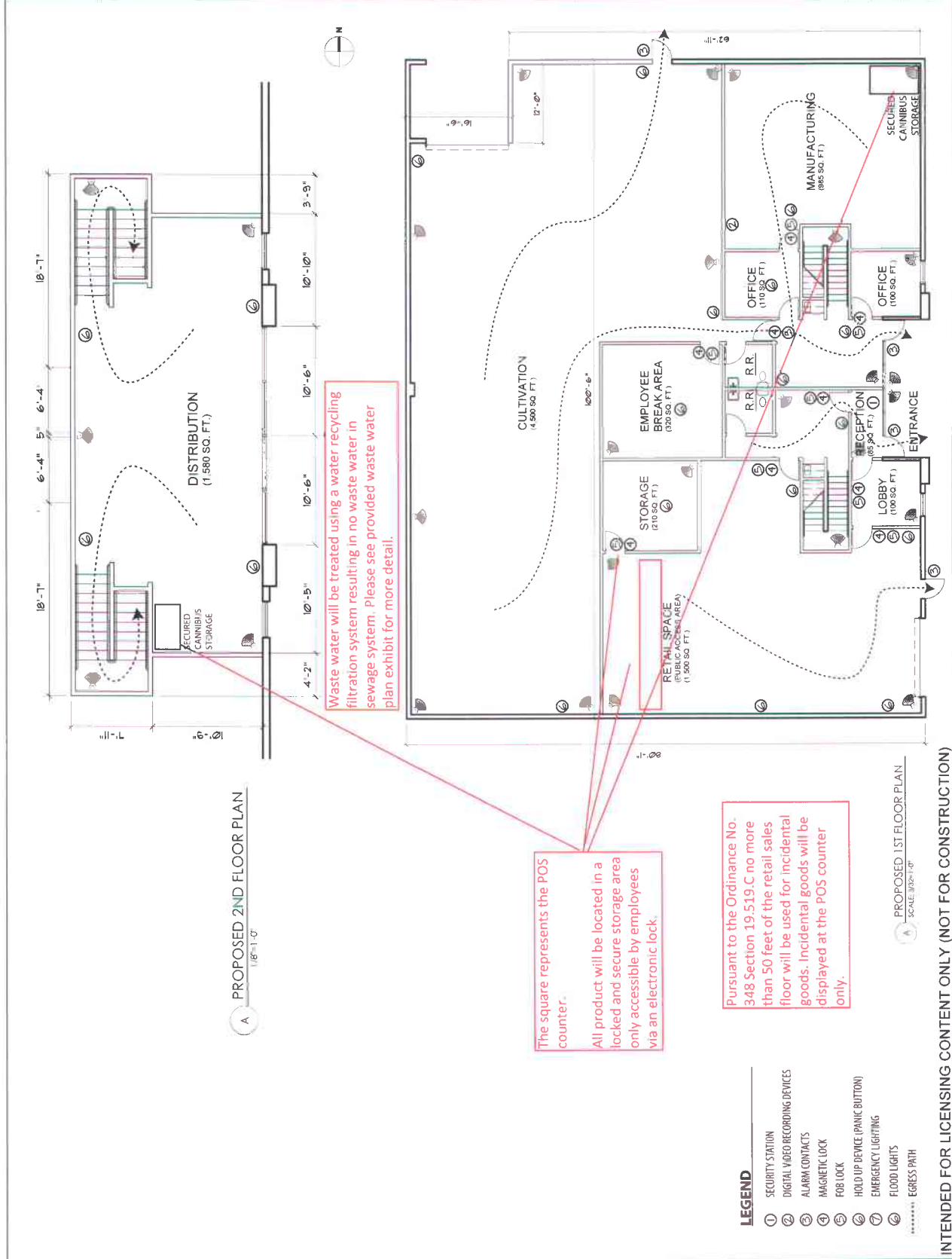
**OWNER:**

JAMES & CHRISTIE KOONTZ  
3240 MISSION INN AVE  
RIVERSIDE, CA 92507  
951-276-3657

23215 TEMESCAL CANYON RD  
CORONA, CA 92883  
1ST AND 2ND OVER ALL  
**SECURITY PLAN**

DATE	S.A.
03/27/2020	
REVISION	R4
SCALE	AS SHOWN

**C-1.0**



**A** PROPOSED 2ND FLOOR PLAN  
SCALE: 1/8"=1'-0"

Waste water will be treated using a water recycling filtration system resulting in no waste water in sewage system. Please see provided waste water plan exhibit for more detail.

The square represents the POS counter.  
All product will be located in a locked and secure storage area only accessible by employees via an electronic lock.

Pursuant to the Ordinance No. 348 Section 19.519, C no more than 50 feet of the retail sales floor will be used for incidental goods. Incidental goods will be displayed at the POS counter only.

- LEGEND**
- ① SECURITY STATION
  - ② DIGITAL VIDEO RECORDING DEVICES
  - ③ ALARM CONTACTS
  - ④ MAGNETIC LOCK
  - ⑤ FOB LOCK
  - ⑥ HOLD UP DEVICE (PANIC BUTTON)
  - ⑦ EMERGENCY LIGHTING
  - ⑧ FLOOD LIGHTS
  - ..... EGRESS PATH

PROPOSED 1ST FLOOR PLAN  
SCALE: 3/32"=1'-0"

INTENDED FOR LICENSING CONTENT ONLY (NOT FOR CONSTRUCTION)

# 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

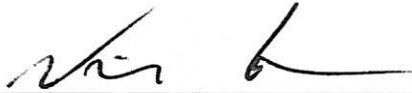
Ad Desc.: NOH - CUP190053, DA1900044 /

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:

**02/20/2021**

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

Date: February 20, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011442480-01

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 TEMESCAL CANYON 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, March 02, 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. 190053 (CUP190053)**, which proposes for a cannabis micro business within an existing 8,565 square foot two-story commercial building on an 0.43 acre parcel. The micro business will include indoor cultivation (4,500 square feet), manufacturing (985 square feet), retail (1,500 square feet), distribution (1,580 square feet), and supporting storage, office, employee break area, and lobby/reception areas. **Development Agreement No. 1900044 (DA1900044)** and **Ordinance No. 664.70** is a proposal for the applicant entering into a development agreement with the County of Riverside consistent with Board of Supervisors' Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Temescal Canyon area. The project is located west of Temescal Canyon Road at the intersection with Dawson Canyon Road 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 **CUP190053**; introduce, read title, and waive further reading of, and adopt **Ordinance No. 664.67** approving **DA1900044**.

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 RUSSELL BRADY, CONTRACT PLANNER, AT (951) 955-3025 OR EMAIL RBRADY@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 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: February 10, 2021  
Kecia Harper, Clerk of the Board  
By: Hannah Lumanauw, Board Assistant  
Press-Enterprise: 2/20

TRMA/Planning  
Item 21.1 of  
03/02/2021



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 HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

February 10, 2021

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

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

RE: NOTICE OF PUBLIC HEARING: CUP190053, DA1900044

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, February 20, 2021.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Hannah Lumanauw*

Board Assistant to:  
KECIA HARPER, CLERK OF THE BOARD

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