

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



ITEM: 21.2  
(ID # 14662)

MEETING DATE:

Tuesday, April 13, 2021

FROM: TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190016, Development Agreement No. 1900009, Ordinance No. 664.75, Change Of Zone No. 1900029, and Ordinance No. 348.4957 – CEQA EXEMPT – Applicant: Peoples' First Choice (Bernard Steinman) – Engineer/Representative: EPD Solutions, Inc. – Second Supervisorial District – North Riverside District – Highgrove Area Plan – Community Development: Light Industrial (CD:LI) – Location: 125 La Cadena Drive – 0.37 acre – REQUEST: Conditional Use Permit No. 190016 will authorize a retail cannabis business with delivery within an existing 4,400-square-foot, two-story building. Change of Zone No. 1900029 will change the project site's zone classification from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC). Development Agreement No. 1900009 and Ordinance No. 664.75 is a proposal for the applicant to enter into a development agreement with the County consistent with Board of Supervisors' Policy B-9 for a term of 10 years and will provide community benefits to the Highgrove area. APN: 246-110-003. District 2. [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 15301 (Existing Facilities), Section 15303(c) (New Construction or Conversion of Small Structures), and Section 15061 (b)(3) (Common Sense) based on the findings and conclusions in the staff report;

Continued on Page 2

**ACTION: Policy**

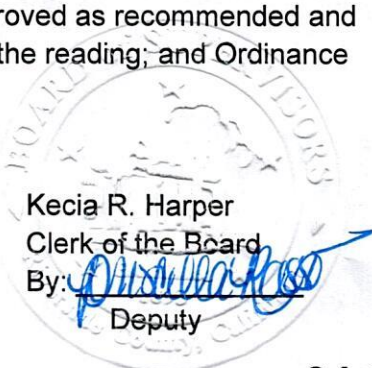

  
John Hildebrand, Planning Director 4/5/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Ordinances 348.4957 is adopted as recommended with waiver of the reading; and Ordinance 664.75 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: April 13, 2021  
xc: Planning, COB

  
Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

2. **APPROVE Change of Zone No. 1900029**, that changes the project site's zoning classification from General Commercial (C-1/C-P) to Manufacturing - Service Commercial (M-SC), based upon the findings and conclusions provided in the staff report;
3. **ADOPT ORDINANCE NO. 348.4957** amending the zoning in the North Riverside District Zoning Plan Map No. 41, Change of Zone No. 1900029, attached hereto;
4. **APPROVE Conditional Use Permit No. 190016**, subject to the attached Advisory Notification Document and Conditions of Approval, based upon the findings and conclusions provided in the staff report, and subject to adoption of Ordinance No. 664.75 and Ordinance No. 348.4957; and
5. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.75**, an ordinance of the County of Riverside approving Development Agreement No. 1900009, based upon the findings in the staff report.

Continued on Page 3

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

<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:</b> 100% Applicant Funded			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

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

**Project Details**

The proposed project would occupy an existing approximately 4,400-square-foot, two-story building to be used as a storefront for a retail cannabis business on a 0.39-acre lot with parking and landscaping. The existing building in question is a legally permitted office building. The applicant proposes improvements to the building. The project proposal includes twenty-two (22) off-street parking spaces which consists of twenty (20) standard parking spaces, one (1) accessible parking space, and one (1) space allocated for a delivery vehicle, meeting the off-street vehicle parking requirement for retail cannabis at one (1) off-street parking space for each 200 square feet of area. Furthermore, two (2) of the standard parking spaces will be dedicated for employee parking. The site also includes a trash enclosure located on the northwest corner of the property and landscaping and internal walkways are proposed throughout the site. The property is accessed from Kluk Road via a single driveway.

The proposed interior of the building area consists of spaces for retail sales, restroom, elevators, check in/out counters, express order space and a storage room. Proposing areas that are clearly marked, open and unenclosed adds to the establishment's security by allowing eyes on and interaction with customers and workers among the entire span of the building's first floor.

The business will operate between the hours of 6:00 am to 10:00 pm daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I). Deliveries will operate daily during normal business hours, seven days per week.

**Development Agreement**

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

The applicant proposed entering into the attached Development Agreement No. 1900009 (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 five-year extension subject to mutual approval) and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 1900009 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 \$79,200.00, which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.
- 3) An annual Additional Public Benefit payment of \$100,000.00 which will annually increase of 4% for the initial five years of the agreement and then an annually increase of 5% for the remaining five years of the agreement. This payment shall be held by TLMA in an account specifically for the North Riverside District/Highgrove area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.75 an ordinance of the County of Riverside Approving Development Agreement No. 1900009, incorporates by reference DA No. 1900009 consistent with Government Code section 65867.5.

Development Agreement No. 1900009 and Change of Zone No. 1900029 were submitted to the County of Riverside on August 8, 2019 and September 11, 2019, respectively.

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

On February 3, 2021, the four Planning Commission members present voted in favor of recommending approval to the Board of Supervisors.

**Impact on Residents and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- PLANNING COMMISSION MEMO AND STAFF REPORT WITH AND COA
- ORDINANCE NO. 348.4957
- Ordinance No. 664.75
- Signed Development Agreement No. 1900009
- EXHIBIT B ELEVATIONS with Lighting – Revised
- EXHIBIT D LANDSCAPING PLAN – Revised
- PLANNING COMMISSION MINUTES

  
Jason Farin, Principal Management Analyst

4/8/2021

  
Gregory L. Priarios, Director County Counsel

4/6/2021

1 ORDINANCE NO. 664.75

2  
3 AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
4 APPROVING DEVELOPMENT AGREEMENT NO. 1900009  
5

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

7 Section 1. Pursuant to Government Code Section 65867.5, Development Agreement  
8 No. 1900009, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein  
9 by reference, is hereby approved.

10 Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said  
11 Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date  
12 of this ordinance, provided that all owners listed in Development Agreement No. 1900009 have executed  
13 said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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


18 By: \_\_\_\_\_  
19 Chair

19 ATTEST:  
20 CLERK OF THE BOARD:

21 By: \_\_\_\_\_  
22 Deputy

23 (SEAL)

24 APPROVED AS TO FORM  
25 March 16, 2021

26 By:   
27 Michelle Claek  
28 Chief Deputy County Counsel

APR 13 2021 21.2

1 ORDINANCE NO. 348.4957

2 AN ORDINANCE OF THE COUNTY OF RIVERSIDE

3 AMENDING ORDINANCE NO. 348 RELATING TO ZONING

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

6 Section 1. Section 4.1 of Ordinance No. 348, and North Riverside District Zoning Plan  
7 Map No. 41, as amended, are further amended by placing in effect in the zone or zones as shown on the  
8 map entitled "Change of Official Zoning Plan, North Riverside District, Map No. 41.009, Change of Zone  
9 Case No. 1900029," which map is made a part of this ordinance.

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

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

14 By: Karen S. Spiegel  
Chair, Board of Supervisors

15 **KAREN SPIEGEL**

16 ATTEST:  
KECIA R. HARPER  
Clerk of the Board

17 By: [Signature]

18  
19 (SEAL)

20  
21 APPROVED AS TO FORM

22 March 29, 2021

23  
24 By: [Signature]  
25 NAZIK N. HASAN  
26 Deputy County Counsel

27 G:\Property\Vsita\CZ ZONING ORD & FORM11\FORMAT.348\4957.doc

SEC. 7 T.2.S, R.4.W, S.B.B. & M.



M-SC

MANUFACTURING-SERVICE COMMERCIAL

MAP NO. 42.009  
CHANGE OF OFFICIAL ZONING PLAN  
NORTH RIVERSIDE  
DISTRICT  
CHANGE OF ZONE CASE NO. 1900029  
AMENDING ORDINANCE NO. 348  
ADOPTED BY ORDINANCE NO. 348.4957  
(DATE:) \_\_\_\_\_  
RIVERSIDE COUNTY BOARD OF SUPERVISORS

APN: 246-110-003



SEC. 7 T.2.S, R.4.W, S.B.B. & M.



M-SC

MANUFACTURING-SERVICE COMMERCIAL

MAP NO. 42.009  
CHANGE OF OFFICIAL ZONING PLAN  
NORTH RIVERSIDE  
DISTRICT  
CHANGE OF ZONE CASE NO. 1900029  
AMENDING ORDINANCE NO. 348  
ADOPTED BY ORDINANCE NO. 348.4957  
(DATE: ) \_\_\_\_\_  
RIVERSIDE COUNTY BOARD OF SUPERVISORS

APN: 246-110-003



**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

**Agenda Item No.**

**4-3**

**Planning Commission Hearing: January 20, 2021**

**PROPOSED PROJECT**

<b>Case Number(s):</b>	DA1900009, CZ1900029, and CUP190016	<b>Applicant(s):</b>	People's Riverside
<b>CEQA Exempt</b>	Section 15061(b)(3), Section 15301 and Section 15303	<b>Representative(s):</b>	EPD Solutions
<b>Area Plan:</b>	Highgrove		
<b>Zoning Area/District:</b>	North Riverside District		
<b>Supervisory District:</b>	Second District		
<b>Project Planner:</b>	Mina Morgan		
<b>Project APN(s):</b>	246-110-003		

*John Hildebrand*  
 \_\_\_\_\_  
 John Hildebrand  
 Interim Planning Director

**PROJECT DESCRIPTION AND LOCATION**

**Change of Zone No. 1900029** is a proposal to change the existing zoning classification for the subject site from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC).

**Conditional Use Permit No. 190016** is a proposal for a retail cannabis business with delivery within an existing 4,400-square-foot, two-story building on a 0.37-acre lot with parking and landscaping.

**Development Agreement No. 1900009 (DA No. 1900009)** sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP190016 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.

The project site is located north of Kluk Lane and west of La Cadena Drive. The project address is 125 W La Cadena Drive, Riverside CA.

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

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

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

**FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section

15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report;

**TENTATIVELY APPROVE CHANGE OF ZONE NO. 1900029** that changes the project site's zoning classification from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC), based upon the findings and conclusions incorporated in the staff report, subject to final adoption of the zoning ordinance by the Board of Supervisors;

**TENTATIVELY APPROVE Development Agreement No. 1900009**, 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. 190016**, subject to the attached Advisory Notification Document and Conditions of Approval and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance by the Board of Supervisors.

PROJECT DATA	
<b>Land Use and Zoning:</b>	
Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Proposed General Plan Foundation Component:	N/A
Existing General Plan Land Use Designation:	Light Industrial (LI)
Proposed General Plan Land Use Designation:	N/A
Policy / Overlay Area:	Highgrove Community Policy Area
Surrounding General Plan Land Uses	
North:	Light Industrial (LI)
East:	Commercial Retail (CR)
South:	Light Industrial (LI)
West:	Light Industrial (LI)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	Manufacturing-Service Commercial (M-SC)
Surrounding Zoning Classifications	
North:	Industrial Park (I-P)
East:	Scenic Highway Commercial (C-P-S)
South:	Manufacturing-Service Commercial (M-SC)
West:	General Commercial (C-1/C-P)
Existing Use:	Vacant Building
Surrounding Uses	
North:	Exercise Equipment Store

South:	New building being constructed
East:	Interstate 215
West:	Automobile Repair Shop

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.37	N/A
Existing Building Area (SQFT):	4,400	N/A
Building Height (FT):	30'-4"	Maximum 50'

**Parking:**

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Commercial Cannabis Activities – Retail and Office	4,400	1 spaces / 200 sq. ft. of gross floor area	22	22
<b>TOTAL:</b>			<b>22</b>	<b>22</b>

**Located Within:**

City's Sphere of Influence:	Yes – Riverside
Community Service Area ("CSA"):	Yes – CSA 126
Special Flood Hazard Zone:	No – Outside Floodplain
Agricultural Preserve:	No – Not In An Agricultural Preserve
Liquefaction Area:	Yes – Low
Subsidence Area:	Yes – Susceptible
Fault Zone:	No – Not In A Fault Zone
Fire Zone:	No – Not In A Fire Hazard Zone
Mount Palomar Observatory Lighting Zone:	No – Not in a Mt. Palomar Observatory Zone.
WRMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	Yes
Airport Influence Area ("AIA"):	No

## PROJECT LOCATION MAP

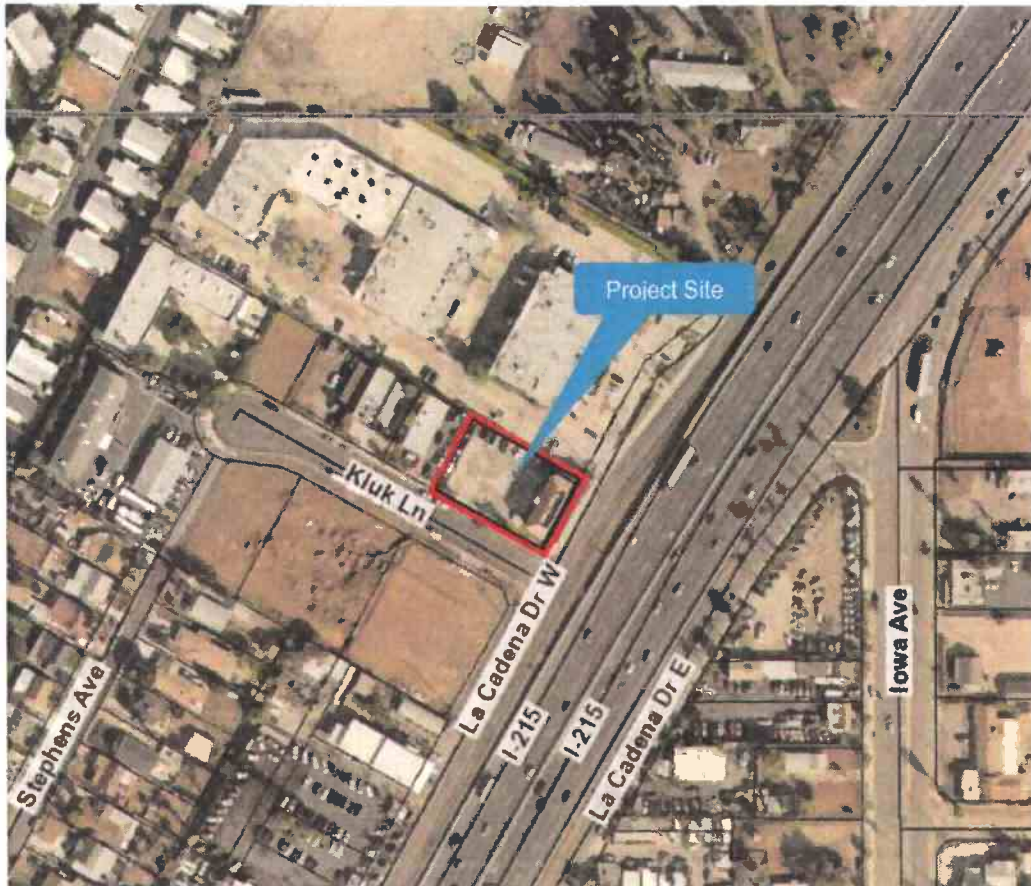


Figure 1: Project Location Map

## 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 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 an RFP Cannabis File No. CAN190109. Pursuant to the Board of Supervisors approved ranking list, this application was ranked number 11 and as a result, the applicant may proceed forward to the Conditional Use Permit ("CUP") process at that time.

On November 17, 2020 The Board of Supervisors approved Ordinance No. 348.4933 associated with Change of Zone No. 2000013 which amended Section 19.519.A.2. of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with one-half mile of certain freeways. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. The subject project is located within the required one-half mile buffer of interstate 215, thus, the project in questions meets the requirements and no further actions are required.

**Project Details:**

The proposed project will occupy an approximately 4,400-square-foot, two-story building to be used as a storefront for a retail cannabis business on a 0.39-acre lot with parking and landscaping. The project includes twenty-two (22) off-street parking spaces which consists of twenty (20) standard parking spaces, one (1) accessible parking space, and one (1) space allocated for a delivery vehicle, meeting the off-street requirement for retail cannabis at 1 stall per 200 square feet that requires a minimum of twenty-two (22) parking spaces. Furthermore, two (2) of the standard parking spaces will be dedicated for employee parking. The site also includes a trash enclosure located on the northwest corner of the property. Furthermore, landscaping and internal walkways are proposed throughout the site. The property is accessed from Kluk Road via a single driveway.

The existing building in question is a legally permitted office building. The two-story office building has a flat roof with stucco finish and glass windows. The applicant proposes to install a new standing seam metal parapet around all four elevations of the existing roof. In addition, the building will be repainted and a new wood style canopy eyebrow above the 1st floor entry/window as well as the South & West elevation will be installed to enhance the overall look of the building. Lastly, the existing storefront stairwell will be enclosed with storefront glazing and painted to match with new parapet.

The proposed interior of the building area consists of spaces for retail sales, restroom, elevators, check in/out counters, express order space and a storage room.

The business will operate between the hours of 6am to 10pm daily in accordance with the County of Riverside Ordinance No. 348 Section 19.505 (I). Deliveries will operate daily during normal business hours, seven days per week.

**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. This Foundation Component intends to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings.

The Light Industrial (LI) land use designation provides for a wide variety of industrial and related uses, including other service facilities, and supporting retail uses. The project is consistent with the Community Development General Plan Foundation Component and Light Industrial (LI) Land Use Designation as it would provide other service facilities and a supporting retail use.

**Zoning Consistency:**

The project site is currently zoned C-1/C-P (General Commercial). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the C-1/C-P Zone with an approved conditional use permit and Development Agreement. Although Cannabis Retailers are allowed within the C-1/C-P Zone, this zone is not fully consistent with the current General Plan land use designation of Light Industrial (LI). As a result, a Change of Zone Application was submitted to the County of Riverside to change the zoning from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC) to ensure full consistency with the General Plan. Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers 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 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

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

**ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS**

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

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

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061(b)(3), which states: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency

shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes a change of zone. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) states: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what would occur at the commercial retail establishment for which the subject building was originally constructed and entitled. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts that would occur via the Change of Zone that would alter the potentially permitted uses on the site since the change in permitted uses would still have to fit within the current physical context of the site and building on it. In addition, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

The project meets these criteria since it is a stand-alone Change of Zone application requesting zoning consistency with the underlying land use designation. The subject property is improved with an existing commercial building historically used as a commercial office building and it is likely that the project will continue operating as a commercial retail use. Currently, the applicant is proposing minor exterior façade improvements to enhance the overall design of the building. Some of those improvements include, enclosing the outdoor staircase to the second floor, to make it accessible primarily from inside the building. Not only does this upgrade allows for the building to be ascetically pleasing, but it provides additional security considering the type of use in questions. also, a new standing seam metal parapet will be installed around all four elevations of the existing roof, as well as, a new wood style canopy eyebrow above the 1st floor entry/window as well as the South & West elevation. The Project does not approve any development of the site, nor does it disturb the existing physical environment. Therefore, there is no possibility that the activity in question may have a significant effect on the environment. Any future development requiring a discretionary review will be subject to further CEQA review.

In addition, the project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. 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, thus, no potentially significant environmental impacts are anticipated to occur. The County of Riverside regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constrains to development posed by subsidence. Moreover, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the project is required to maintain any applicable permits from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner. Although the site is within an area identified to be potentially susceptible to subsidence, the existing building was constructed through applicable building code provisions that would have analyzed and addressed any site specific conditions.



Similarly, any future permitting for the building will continue to address any site specific conditions that would be addressed through standard building code measures.

Based upon the identified exemptions above, the County of Riverside TLMA hereby concludes that the Project would not have a significant effect on the environment and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

## FINDINGS AND CONCLUSIONS

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

### Land Use Findings:

1. The project has a General Plan Land Use Designation of Light Industrial (LI). The Light Industrial land use designation provides for other service facilities and supporting retail uses. The proposed project is consistent with this land use designation because the project will provide a supporting retail use. 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 lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the 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 retail, services, and job opportunities within the surrounding community.

2. The site currently has a Zoning Classification of C-1/C-P (General Commercial), which is not fully consistent with the Riverside County General Plan land use designation of Light Industrial (LI). A Change of Zone application has been submitted to the County of Riverside to change the zone from General Commercial (C-1/C-P) to Manufacturing-Service Commercial (M-SC) to ensure full consistency between Zoning and the General Plan Land Use designation.
3. The proposed use, a commercial cannabis retail store, is allowed in the proposed M-SC Zoning Classification with an approved Conditional Use Permit and Development Agreement.
4. The uses surrounding the properties to the north and west are predominantly commercial businesses, vacant land to the south and Interstate 215 to the east, leading to no likelihood of incompatibility of uses.

### Change of Zone Findings:

1. The proposed Change of Zone to Manufacturing-Service Commercial (M-SC) allows for a variety of light manufacturing and commercial uses. This proposed Manufacturing-Service Commercial (M-SC) zone is therefore consistent with the existing General Plan Land Use Designation of Community Development: Light Industrial (CD:LI), which allows for these types of uses.

**Conditional Use Permit Findings:**

1. The proposed use will not be detrimental to the health, safety or general welfare of the community. As discussed below, the proposed project's use is consistent with the present and future uses in the surrounding area. Additionally, the project has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Furthermore, with the 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) that would be similar light manufacturing/Industrial and commercial and service uses as the proposed project. The proposed use, a cannabis retail business would provide community services and job opportunities within the surrounding community.
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 project includes an existing 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 retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 and other sections of the Advisory Notification Document address odor, hours of operation, security, and other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, a standard 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 per 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.

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

**Cannabis Retailer Minimum Standards:**

- 1. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.
- 2. The project is located within 1,000 feet of another existing or approved Cannabis Retailer. However, on November 17, 2020, the Board of Supervisors approved Ordinance No. 348.4933 associated with Change of Zone No. 2000013 which amended Section 19.519.A.2. of Ordinance No. 348 related to Commercial Cannabis Activities and establishes a 1,000 feet separation requirement between cannabis retailers unless they are located with one-half mile of certain freeways, including Interstate 215. In those circumstances, the 1,000 foot separation requirement would not apply to the cannabis retailers. Since this subject project is located within one-half mile of Interstate 215, the 1,000 foot separation does not apply.
- 3. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 500 feet of the site.
- 4. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.
- 5. The development standards of the M-SC Zoning Classification are as follows:
  - A. There is a minimum lot requirement of 10,000 square feet with a minimum average 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 for this standard to apply to, but regardless the project site meets lot size requirements.

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. No residential zones adjoins any side of the project, therefore 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 applies on the north and west sides where no street frontage exists. The project is compliant with this provision.
  - iii. A 25-foot setback is required from property lines that adjoin a front, side, or rear yard adjoins a street. The existing building does not meet these provisions, although it does meet the setback provisions of the current C-1/C-P zone. The structure in question is a legally permitted office building. The rezoning of the site to M-SC would make the building relative to this setback an existing nonconforming condition. So although the building does not meet the setback of the proposed zone, the state of the building as existing and consistent with the current zone standards makes it acceptable as existing nonconforming.
  - 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 Landscaping plan was submitted to the County of Riverside to address this provision.
- C. The M-SC zone classification establishes a height limit of 50 feet for buildings. The project is compliant with this provision as the height of the existing building is 31'-4" feet. The other provisions related to building or structure height do not apply to the project.
- D. The M-SC zone establishes a masonry wall requirement for any industrial use permitted in this article on each property line that adjoins a parcel specifically zoned for residential use unless otherwise approved by the hearing office or body. Since the cannabis retail feature is not considered an industrial use and there are no residential zones that adjoin the project site, this provision does not apply. In addition, The existing site has perimeter 6-foot black wrought iron fencing
- E. The M-SC zone establishes landscaping requirements. These requirements include a minimum of ten percent of the site shall be landscaped, a minimum ten foot strip of landscaping adjacent to street right-of-way, and a minimum 20 foot strip adjacent to certain residential zones. The existing building does not meet these provisions, although it does meet the setback provisions of the current C-1/C-P zone. The structure in question is a legally permitted office building. The rezoning of the site to M-SC would make the building relative to this setback an existing nonconforming condition. So although the building does not meet the setback of the proposed zone, the state of the building as existing and consistent with the current zone standards makes it acceptable as existing nonconforming
- F. Automobile storage space shall be provided as required by Ordinance No. 348, Section 18.12. The project meets these requirements because the project requires 22 parking spaces and has proposed 22 parking spaces.

- G. Trash collection areas are required to 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. The proposed project includes a trash enclosure to ensure that the site is aesthetically appealing.
  - H. The M-SC zone establishes screening requirements for outside storage and service areas. No outside storage and service areas are proposed for this project, therefore this requirement does not apply. Utilities shall be installed underground except electrical lines rated at 33kV or greater.”
  - I. All mechanical equipment used in this project included roof-mounted equipment, is screened.
  - J. Lighting is to be focused, directed and arranged to prevent glare or direct illumination on streets or adjoining property. The applicant has provided a photometric plan demonstrating compliance with this provision.
6. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
- A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location. As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (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 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.* As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (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 provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 7)
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* 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 has been conditioned to meet this standard. (Advisory Notification Document Cannabis Retail Operations – 14)

**Cannabis Retail Findings:**

1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements.
2. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or a variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site. Therefore, the project meets this standard.
3. The project includes adequate measures that address enforcement priorities for Commercial Cannabis Activities including restricting access to minors, and ensuring that Cannabis and Cannabis Products are obtained from and supplied only to other permitted licensed sources within the State and not distributed out of State. This is met because the project has been conditioned to meet this requirement. (Advisory Notification Document No. 16 Planning - General - O. Permit and License Posting, Advisory Notification Document No. 11 Planning – General – K Monitoring Program)
4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Western Riverside County Multiple Species Habitat Conservation Plan.
2. The project site is located within the City of Riverside Sphere of Influence. The project was transmitted to the City and no comments were received. Pursuant to a Memorandum of Understanding between the City of Riverside and County of Riverside, the County will not approve a new development project requiring rezoning that is inconsistent with the City's adopted General Plan if the project is within the city's sphere of influence until county staff and appropriate city staff and the project applicant have met to review the subject development proposal. The City of Riverside designates the project site as Business/Office Park, which the proposed change of zone to Manufacturing – Service Commercial would be generally consistent with as the proposed zone

would allow for “research/development and related flexible space; laboratories, offices; support commercial and light industrial uses” as the Business/Office Park is described in the City’s General Plan. The City of Riverside does not have any zoning applied to the project site to further compare for consistency.

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 not located within Fire Hazard Severity Zone or a Cal Fire State Responsibility Area (“SRA”). Advisory Notification Document were placed on CUP No. 190016 requiring compliance with Ordinance No. 348.

**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.



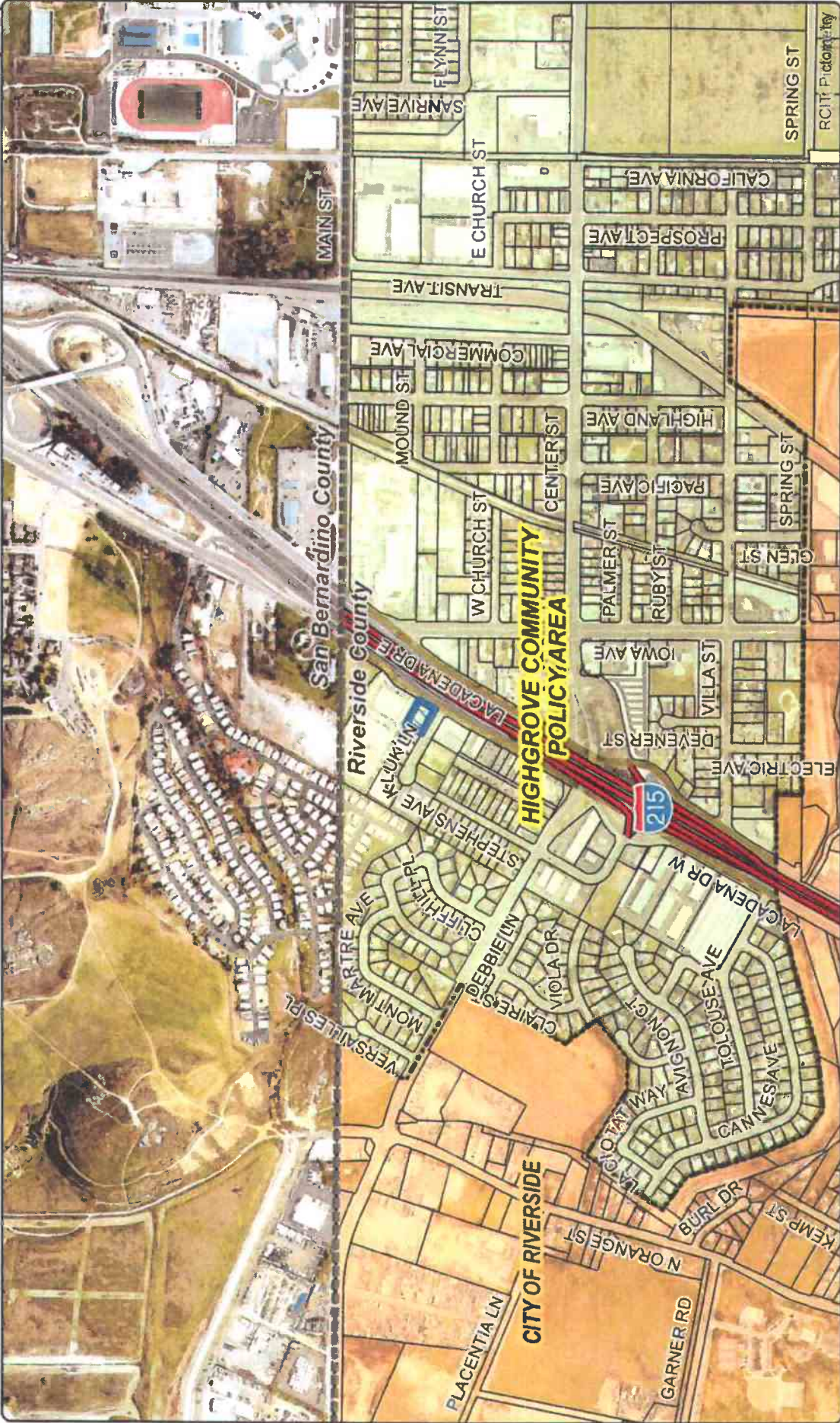
**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

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

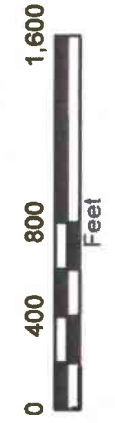
**RIVERSIDE COUNTY PLANNING DEPARTMENT  
CZ1900029 CUP190016  
VICINITY/POLICY AREAS**

Supervisor: Spiegel  
District 2

Date Drawn: 11/19/2020  
Vicinity Map



Author: Vinnie Nguyen



Zoning Dist: North Riverside

REVISIONS: On October 7, 2020, the County of Riverside adopted a new General Plan providing for land use designations for unincorporated Riverside County. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)905-5200 (Western County) or in Perris, CA at (951)963-8277 (Eastern County) or visit <http://www.riversideca.gov>

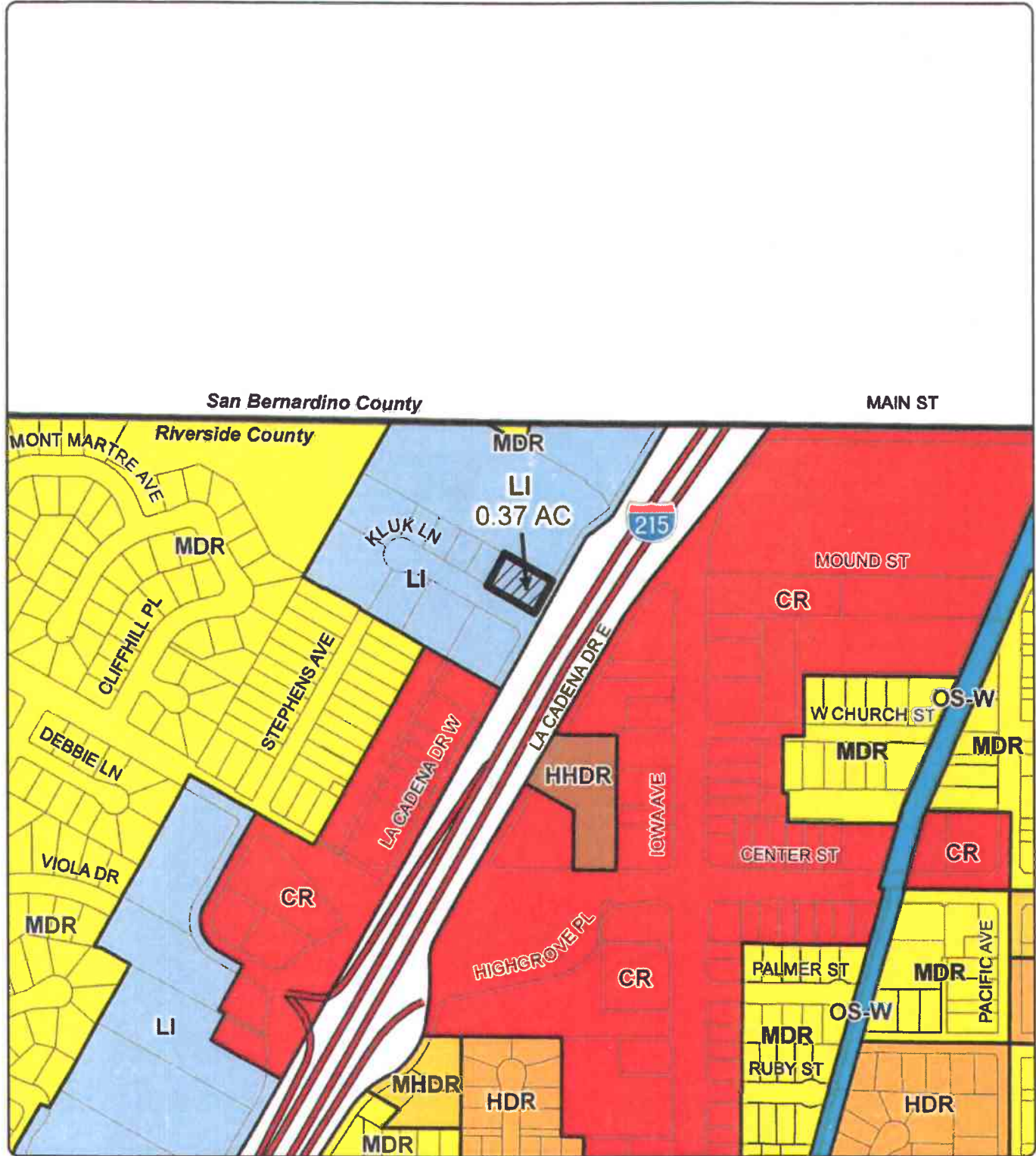
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ190029 CUP190016

EXISTING GENERAL PLAN

Supervisor: Spiegel  
District 2

Date Drawn: 11/19/2020  
Exhibit 5



Zoning Dist: North Riverside

Author: Vinnie Nguyen



**DISCLAIMER:** On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)985-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.riverside.ca.gov>

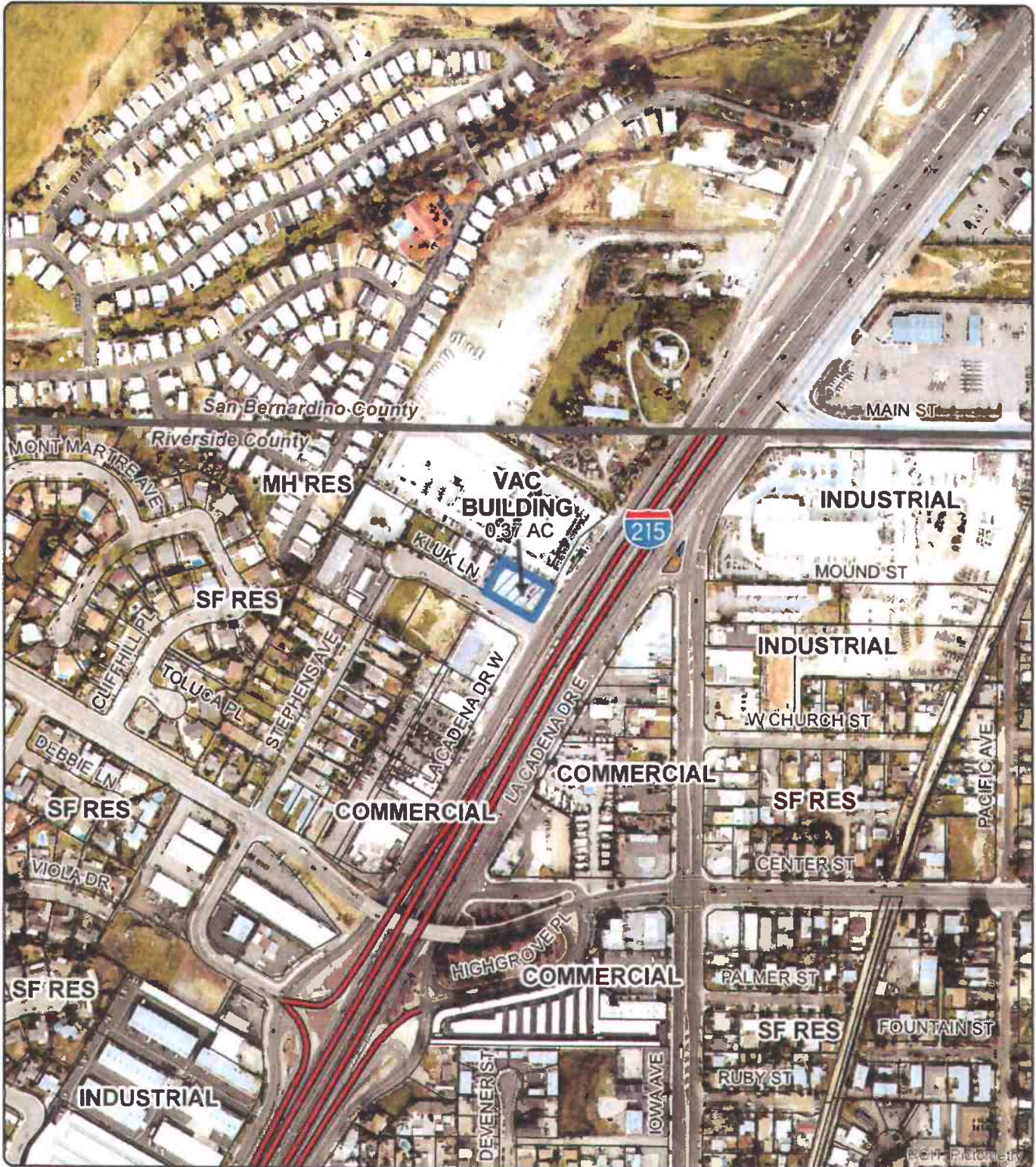
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ07692 PM35849

LAND USE

Supervisor Stone  
District 3

Date Drawn: 10/24/13  
Exhibit 1



Zoning Area: Rancho California

Author: Vinnie Nguyen

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



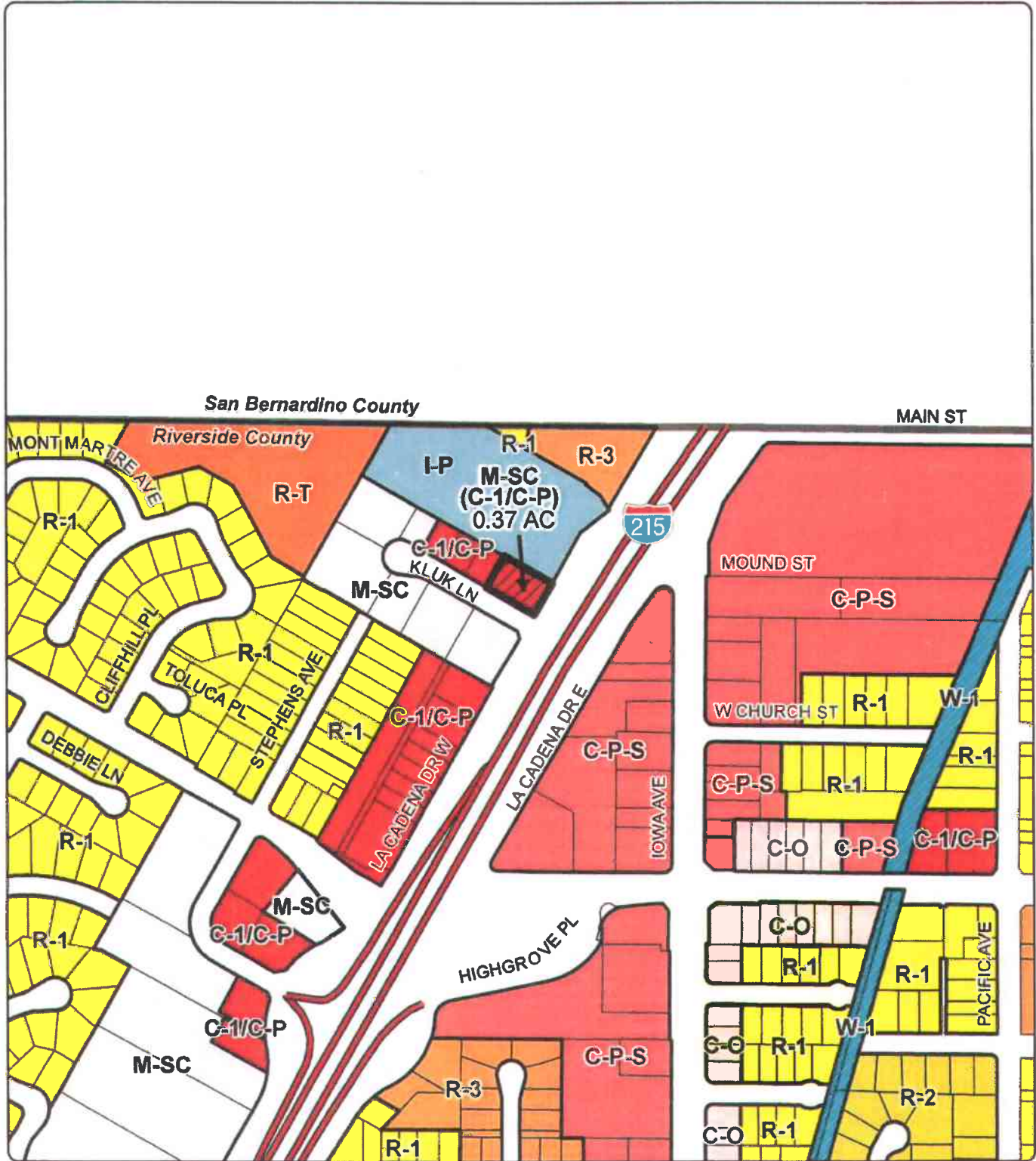
# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CZ1900029 CUP190016

Supervisor: Spiegel  
District 2

### PROPOSED ZONING

Date Drawn: 11/19/2020  
Exhibit 3

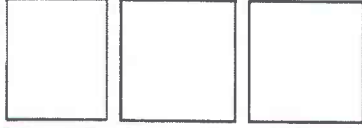


Zoning Dist: North Riverside

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2009, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)865-8277 (Eastern County) or Website <http://planning.riverside.ca.gov>



PEOPLES RIVERSIDE  
126 WEST LA CADENA  
RIVERSIDE, CA 92506

ELEVATIONS  
AND PLANS

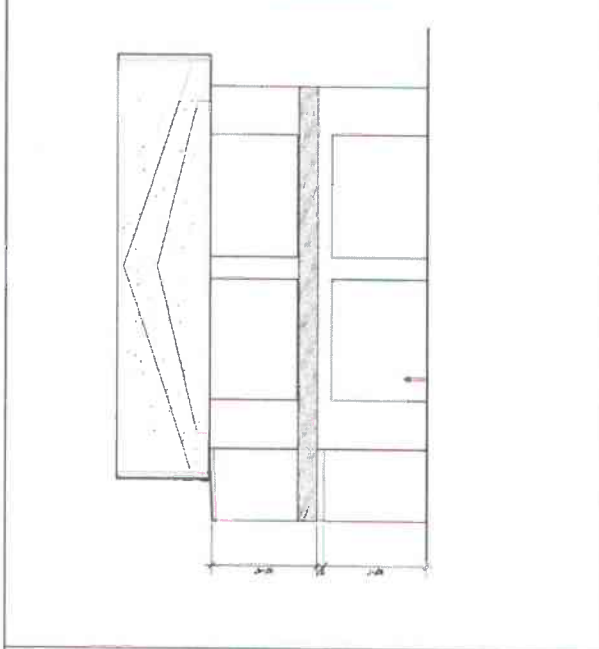
REVISION

NO.	DATE	DESCRIPTION

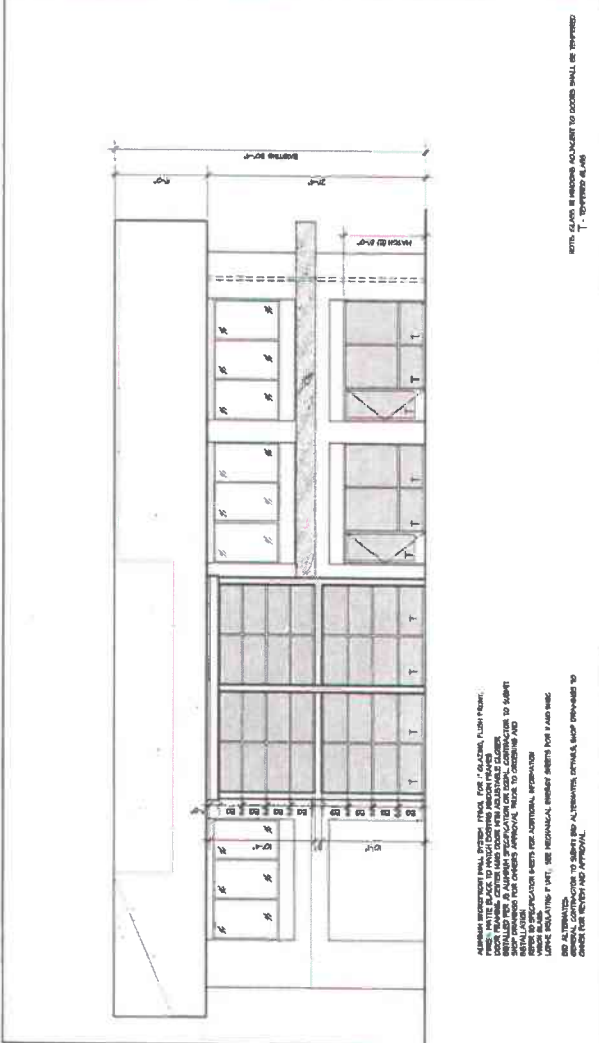
DATE: AUGUST 31, 2009

JOB NO.: 2009-00  
SHEET:

A-50  
OF 1 SHEETS

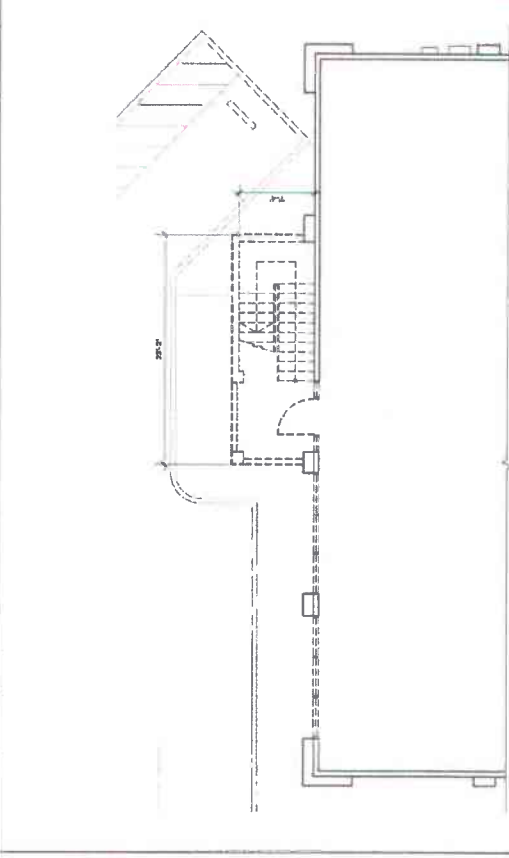


ELEVATION FACING WEST SCALE: 3/16"=1'-0" 3

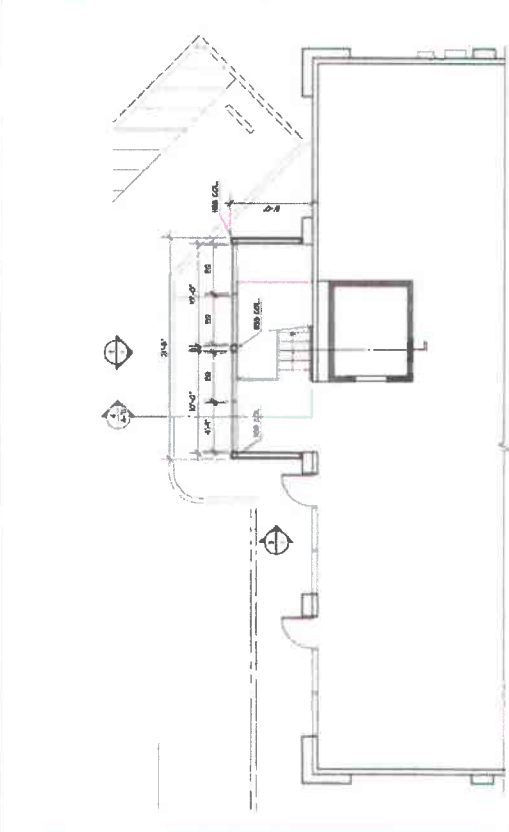


FRONT ELEVATION FACING NORTH SCALE: 3/16"=1'-0" 4

ADDRESS: 126 WEST LA CADENA, RIVERSIDE, CALIFORNIA, 92506  
DATE: AUGUST 31, 2009  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: 3/16"=1'-0"  
SHEET NO.: A-50 OF 1



EXISTING PARTIAL FLOOR PLAN STAIR #1 - DEMOLITION WORK SCALE: 3/16"=1'-0" 1



PARTIAL FLOOR PLAN STAIR #1 SCALE: 3/16"=1'-0" 2



# Hendy

HENDY.COM  
 1 (800) 851-3000  
 4775 Campus Dr. Suite 100  
 Newport Beach, CA 92660

## PEOPLES RIVERSIDE



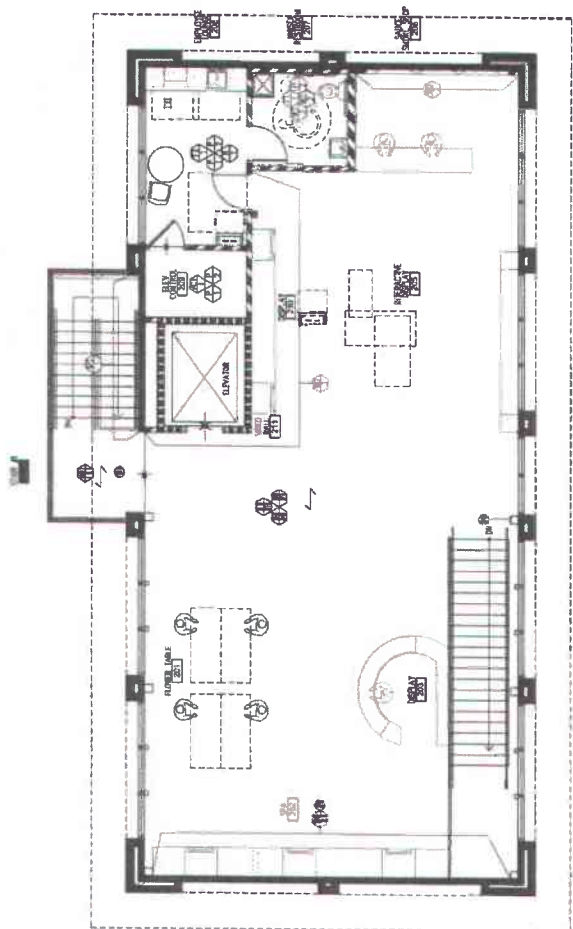
### PROJECT NOTES

ALL NOTES ARE TYPICAL THROUGHOUT.

1. REFER TO GENERAL NOTES, 04-05, 04-06, 04-07, AND 04-08 FOR ADDITIONAL INFORMATION.
2. ALL EXPOSED ACCESS PANELS AND MECHANICAL WELLS TO BE FINISHED TO MATCH WALL HEREIN, WHERE APPLICABLE.

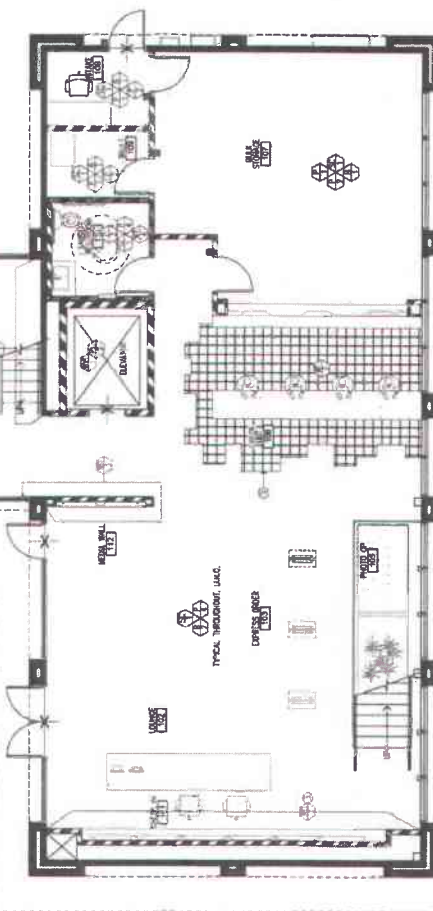
### KEYNOTES

1. ALL GYP. BOARD PARTS TO BE FINISH 04-05, 04-06.
2. FLOUT AND EXPOSED ALLOWING AS SHOWN FOR LEVEL. TOLERANCE FROM FINISHED FLOOR TO FINISH CEILING SHALL BE MAINTAINED THROUGHOUT. SCHEDULE 40-16" UP TOP TO ALL TOOLS OR EQUIPMENT SHALL BE MAINTAINED AT THE FINISH FLOOR. REFER TO SHEET 04-01 FOR INTERFERE.
3. UNLESS OTHERWISE INDICATED, ALL WALLS SHALL BE CONCRETE ON SECOND FLOOR.
4. WOOD JOIST BEAM TO BE IN SAME LOCATION ON FIRST FLOOR AND SECOND FLOOR, UNLESS OTHERWISE INDICATED.



2ND FLOOR

SCALE: 1/4" = 1'-0"



1ST FLOOR

SCALE: 1/4" = 1'-0"

### LEGEND

- 1. CHANGES TO FINISH, SEE DETAIL 11-06-11
- 2. FINISH SCHEDULE, REFER TO FINISH SCHEDULE ON SHEET 04-01 FOR FINISH SPECIFICATIONS

PROJECT NO. \_\_\_\_\_  
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PROJECT:  
 PEOPLES  
 RIVERSIDE  
 RETAIL  
 775 LA CAJONA DR. WEST  
 RIVERSIDE, CA 92506



FIRST & SECOND FLOORS  
 FINISH PLAN  
 1A-4.1



**PLANTING LEGEND**

SYMBOL	SPERMATOPHYTES	GYMNOSPERMS	DECIDUOUS BROADLEAF	EVERGREEN BROADLEAF	WATER PLANTS	WATER PLANTS	WATER PLANTS
	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>
	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>
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**HYDRONOMES**

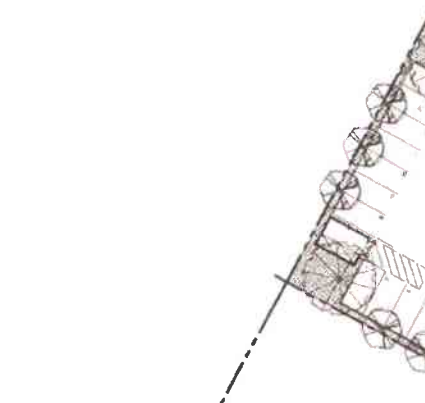
SYMBOL	HYDRONOME NAME	SOIL	QTY	IN PLACE	REMARKS
	5' Dia	5' Dia	10	1	
	9' Dia	9' Dia	100	1	

**HYDRONOME REMARKS**

SYMBOL	HYDRONOME NAME	SOIL	QTY	IN PLACE	REMARKS
	1' Dia	1' Dia	1	1	Green

**NOTES**

1. ALL TREES WITHIN 8' OF HYDRONOME SHALL BE A BANYAN OR EQUAL ROOT SPREAD SHALL BE CAPABLE OF EXTENDING 6' (MIN.) AROUND HYDRONOME IN BOTH DIRECTIONS FROM THE CENTER OF THE TREE.
2. THE SPACING BETWEEN PLANTERS AND CURB SHALL BE 2' (MIN.) AND SHALL BE 2' (MAX.) BETWEEN PLANTERS AND CURB.
3. ALL PLANTER AREAS TO RECEIVE A PLANTING OF HYDRONOME SHALL BE 18\"/>



**PLANTING LEGEND**

SPERMATOPHYTES  
 24\"/>

GYMNOSPERMS  
 24\"/>

DECIDUOUS BROADLEAF  
 24\"/>

EVERGREEN BROADLEAF  
 24\"/>

WATER PLANTS  
 24\"/>

WATER PLANTS  
 24\"/>

WATER PLANTS  
 24\"/>

**HYDRONOMES**

5' DIA  
 5' DIA  
 9' DIA  
 9' DIA  
 1' DIA  
 1' DIA

PERIOD OF STUDY  
 Required: 2,482 sf (60%)  
 Provided: 2,472 sf (60%)

ALL LANDSCAPE PLANTING SHALL COMPLY WITH THE RIVERSIDE COUNTY ORDINANCE 90633. ALL TREES SHALL BE PLANTED WITH A 17\"/>

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA WATER PLANTING STANDARDS. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE RIVERSIDE COUNTY ORDINANCE 90633.

PLANTING LEGEND

SPERMATOPHYTES

GYMNOSPERMS

DECIDUOUS BROADLEAF

EVERGREEN BROADLEAF

WATER PLANTS

WATER PLANTS

WATER PLANTS

**HYDRONOMES**

5' DIA

9' DIA

1' DIA

**PLANTING LEGEND**

SYMBOL	SPERMATOPHYTES	GYMNOSPERMS	DECIDUOUS BROADLEAF	EVERGREEN BROADLEAF	WATER PLANTS	WATER PLANTS	WATER PLANTS
	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>
	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>	24\"/>
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	15\"/>	15\"/>	15\"/>	15\"/>	15\"/>	15\"/>	15\"/>

**HYDRONOMES**

SYMBOL	HYDRONOME NAME	SOIL	QTY	IN PLACE	REMARKS
	5' Dia	5' Dia	10	1	
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**HYDRONOME REMARKS**

SYMBOL	HYDRONOME NAME	SOIL	QTY	IN PLACE	REMARKS
	1' Dia	1' Dia	1	1	Green

**PLANTING LEGEND**

SPERMATOPHYTES

GYMNOSPERMS

DECIDUOUS BROADLEAF

EVERGREEN BROADLEAF

WATER PLANTS

WATER PLANTS

WATER PLANTS

**HYDRONOMES**

5' DIA

9' DIA

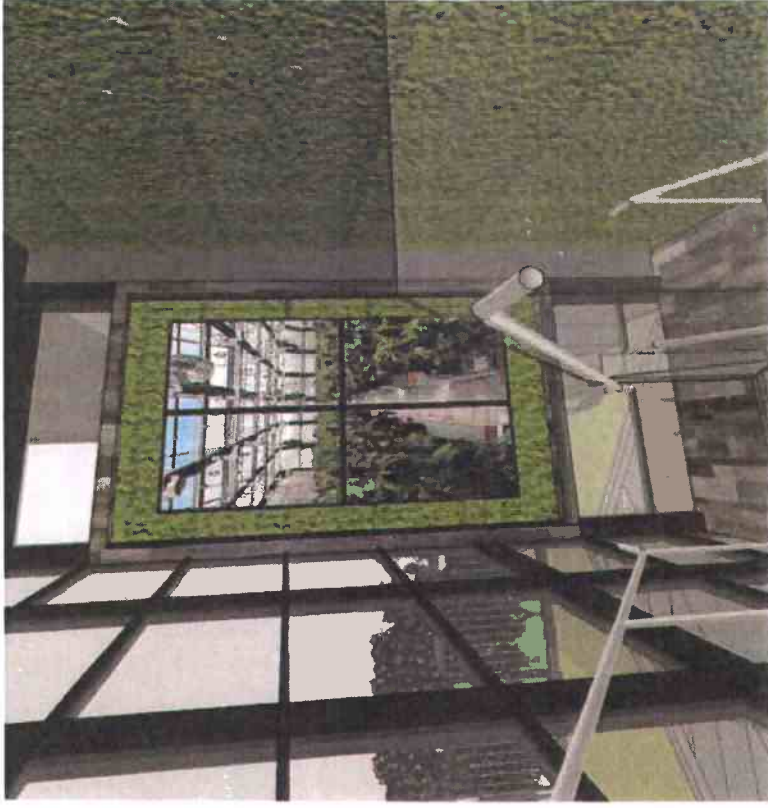
1' DIA

**People's Riverside La Cadena**

15,096  
 10,016  
 12,174

HUNTER LANDSCAPE  
 711 FEE AVE STREET PLACENTA, CA 92570  
 714,966,240 FAX: 714,966,248

Riverside, California



Hendy

EXTERIOR SKETCHES  
VIEW FROM PARKING LOT AND FREEWAY

PEOPLE'S  
  
CALIFORNIA



**PEOPLE'S**  
CALIFORNIA

EXTERIOR RENDERING  
VIEW FROM PARKING LOT

Hendy



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

Juan C. Perez  
Agency Director



12/23/20, 5:11 pm

CUP190016

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190016. 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 CUP190016. 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. 190016 is a proposal for a retail cannabis business with delivery within an existing 4,400 square-foot two story building on 0.37 acre lot with parking and landscaping.

**Advisory Notification. 3            AND - Exhibits**

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

- Exhibit A (Site Plan), dated 5/4/2020
- Exhibit B (Elevations), dated 8/27/2020
- Exhibit C (Floor Plans), dated 5/4/2020
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 12/17/2019

**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.)
  - Government Code Section 66020 (90 Days to Protest)
  - Government Code Section 66499.37 (Hold Harmless)

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

- 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)

### E Health

#### E Health. 1                                    ECP COMMENTS

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

### General

#### General. 1                                    General – Business Licensing

Every person conducting a business within the unincorporated area of Riverside County, as defined in

## ADVISORY NOTIFICATION DOCUMENT

### General

#### **General. 1** **General – Business Licensing (cont.)**

Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Building and Safety Department.

#### **General. 2** **General – Causes for Revocation**

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

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

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

(c) to be detrimental to the public health, safety or general welfare, or is a public nuisance,

then this permit shall be subject to revocation procedures.

#### **General. 3** **General – Ceased Operations**

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

#### **General. 4** **General – Hold Harmless**

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

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

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

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

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

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

## **ADVISORY NOTIFICATION DOCUMENT**

### **General**

#### **General. 4**                                **General – Hold Harmless (cont.)**

Counsel.

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

#### **General. 5**                                **General – Human Remains**

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

#### **General. 6**                                **General – Review Fees**

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan, or mitigation and monitoring review, shall be reviewed on an hourly basis (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

#### **General. 7**                                **General – Unanticipated Resources**

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit.

If during ground disturbance activities, unanticipated cultural resources\* are discovered, the following procedures shall be followed:

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist\*\*, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc) for the cultural resource. Resource evaluations shall be limited

# **ADVISORY NOTIFICATION DOCUMENT**

**General**

**General. 7    General – Unanticipated Resources (cont.)**

to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

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

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

**Planning**

**Planning. 1    General - A. Application Requirements**

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

**Planning. 2    General - B. State License Required**

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

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

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

**Planning. 4    General - D. Health and Safety**

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

**Planning. 5    General - E. Development Agreement**

No approval required by this ordinance shall be given for any permit for a Commercial Cannabis Activity



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 5                      General - E. Development Agreement (cont.)

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

#### Planning. 6                      General - F. Nuisance Odors

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

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.

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

1. All operators and all employees of a Commercial Cannabis Activity must be 21 years of age or older.
2. Operators shall be subject to background checks.
3. Permits for Commercial Cannabis Activities shall not be granted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code and subdivision (c) of Section 1192.7 of the Penal Code.
4. Applicants providing false or misleading information in the permitting process will result in rejection of the application or nullification or revocation of any permit granted pursuant to this Article.

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

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

## **ADVISORY NOTIFICATION DOCUMENT**

### **Planning**

**Planning. 9**                                      **General - I. Hours of Operation (cont.)**

**Planning. 9**                                      **General - I. Hours of Operation**

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

**Planning. 10**                                      **General - J. Inspections**

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

**Planning. 11**                                      **General - K. Monitoring Program**

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

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

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

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

Cannabis shall not be consumed or used on the lot of any Commercial Cannabis Activity.

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

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

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 14

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

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

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

#### Planning. 15

#### General - N. Security - Part 2

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

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

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

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

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

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

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

a. Significant discrepancies identified during inventory.

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

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

d. Any other breach of security.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

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

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

14. Cannabis or Cannabis Products shall not be stored outside at any time.

#### Planning. 16

#### General - O. Permit and License Posting

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

#### Planning. 17

#### General - P. Signage

Signage for a Commercial Cannabis Activity shall comply with the following:

1. In addition to the requirements set forth in this section and California Business and Professions Code section 26152 as may be amended, business identification signage for a Commercial Cannabis Activity shall comply with Section 19.4 of this ordinance.

2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.

3. No Commercial Cannabis Activity shall publish or distribute advertising or marketing that is attractive to children.

4. No Commercial Cannabis shall advertise or market Cannabis or Cannabis Products on motor vehicles.

5. Except for advertising signs inside a licensed Premises and provided that such advertising signs do not advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.

6. No signs placed on the lot of a Commercial Cannabis Activity shall obstruct any entrance or exit to the building or any window.

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.

**ADVISORY NOTIFICATION DOCUMENT**

**Planning**

**Planning. 18                                    General - Q. Records (cont.)**

**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**

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

**Planning. 20                                    General - S. Waste Water**

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

**Planning. 21                                    General - T. Parking**

Parking shall be provided in accordance with Section 18.12 of this ordinance.

**Planning. 22                                    General - U. Visibility**

## ADVISORY NOTIFICATION DOCUMENT

### Planning

**Planning. 22                                 General - U. Visibility (cont.)**

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

**Planning. 23                                 General - V. Hazardous Materials**

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

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

1. All Commercial Cannabis Activities shall comply with all applicable local and State laws, ordinances and regulations related to, but not limited to, the following: the California Environmental Quality Act, California Building Code, California Fire Code, Riverside County Ordinance No. 787, Riverside County Ordinance No. 457, Riverside County Ordinance No. 657, Riverside County Ordinance No. 745, Airport Land Use Compatibility Plans, weights and measures regulations, track and trace requirements, pesticide use, water quality, storm water discharge and the grading of land.
2. All buildings and structures, including greenhouse, hoop structures, or other similar structures shall comply with all applicable Building, Fire, and Safety laws and regulations. All buildings and structures shall be reviewed by the Riverside County Building and Safety Department in accordance with the California Building Code and Riverside County Ordinance No. 457 and by the Riverside County Fire Department in accordance with Riverside County Ordinance No. 787 and the California Fire Code.

**Planning. 25                                 General - X. Material Alterations to Premises**

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

**Planning. 26                                 General - Y. Multiple Commercial Cannabis Activities**

Multiple Commercial Cannabis Activities may be allowed on the same lot provided the proposed activities are allowed in the zone classification and meet all requirements in this Article and State Law.

**ADVISORY NOTIFICATION DOCUMENT**

**Planning**

**Planning. 27**                                  **Landscape Requirement (cont.)**

**Planning. 27**                                  **Landscape Requirement**

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

The developer/ permit holder shall:

- 1) Ensure all landscape and irrigation plans are in conformance with the APPROVED EXHIBITS;
- 2) Ensure all landscaping is provided with California Friendly landscaping and a weather-based irrigation controller(s) as defined by County Ordinance No. 859;
- 3) Ensure that irrigation plans which may use reclaimed water conform with the requirements of the local water purveyor; and,
- 4) Be responsible for maintenance, viability and upkeep of all slopes, landscaped areas, and irrigation systems until the successful completion of the twelve (12) month inspection or those operations become the responsibility of the individual property owner(s), a property owner's association, or any other successor-in-interest, whichever occurs later.

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

- 1) Connect to a reclaimed water supply for landscape irrigation purposes when reclaimed water is made available.
- 2) Ensure that landscaping, irrigation and maintenance systems comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859.
- 3) Ensure that all landscaping is healthy, free of weeds, disease and pests.

**Planning. 28**                                  **LCP Landscape Concept Plan required at project submittal**

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

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### **Planning. 28**                                **LCP Landscape Concept Plan required at project submittal (cont.)**

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

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

### Planning-All

#### **Planning-All. 1**                                **Cannabis Retail Operations - 1**

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

#### **Planning-All. 2**                                **Cannabis Retail Operations - 10**

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

#### **Planning-All. 3**                                **Cannabis Retail Operations - 11**

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

#### **Planning-All. 4**                                **Cannabis Retail Operations - 12**

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

#### **Planning-All. 5**                                **Cannabis Retail Operations - 13**

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

#### **Planning-All. 6**                                **Cannabis Retail Operations - 14**

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

#### **Planning-All. 7**                                **Cannabis Retail Operations - 2**

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



## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

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

**Planning-All. 8 Cannabis Retail Operations - 3**

Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age.

**Planning-All. 9 Cannabis Retail Operations - 4**

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

**Planning-All. 10 Cannabis Retail Operations - 5**

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

**Planning-All. 11 Cannabis Retail Operations - 6**

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

**Planning-All. 12 Cannabis Retail Operations - 7**

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

**Planning-All. 13 Cannabis Retail Operations - 8**

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

**Planning-All. 14 Cannabis Retail Operations - 9**

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

### Transportation

**Transportation. 1 Trans General Conditions**

General Conditions

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the

## 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.

### Waste Resources

#### Waste Resources. 1                      Waste - General

Hazardous materials are not accepted at Riverside County landfills. In compliance with federal, state, and local regulations and ordinances, any hazardous waste generated in association with the project shall be disposed of at a permitted Hazardous Waste disposal facility. Hazardous waste materials include, but are not limited to, paint, batteries, oil, asbestos, and solvents. For further information regarding the determination, transport, and disposal of hazardous waste, please contact the Riverside County Department of Environmental Health, Environmental Protection and Oversight Division.

AB 341 focuses on increased commercial waste recycling as a method to reduce greenhouse gas (GHG) emissions. The regulation requires businesses and organizations that generate four or more cubic yards of waste per week and multifamily units of 5 or more, to recycle. A business shall take at least one of the following actions in order to reuse, recycle, compost, or otherwise divert commercial solid waste from disposal:

- Source separate recyclable and/or compostable material from solid waste and donate or self-haul the material to recycling facilities.
- Subscribe to a recycling service with their waste hauler.
- Provide recycling service to their tenants (if commercial or multi-family complex).
- Demonstrate compliance with the requirements of California Code of Regulations Title 14.

For more information, please visit:

[www.rivcowm.org/opencms/recycling/recycling\\_and\\_compost\\_business.html#mandatory](http://www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory)

The use of mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries is recommended. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

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

AB 1826 requires businesses and multifamily complexes to arrange for organic waste recycling services. Those subject to AB 1826 shall take at least one of the following actions in order to divert organic waste from disposal:

- Source separate organic material from all other recyclables and donate or self-haul to a permitted organic waste processing facility.
- Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler

## ADVISORY NOTIFICATION DOCUMENT

### Waste Resources

#### Waste Resources. 1

#### Waste - General (cont.)

to ensure the waste generated from those services meet the requirements of AB 1826.

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80. Prior To Building Permit Issuance

E Health

080 - E Health. 1                      DEH Wastewater                      Satisfied

Prior to building permit, provide current documentation from the appropriate purveyor(s) for the establishment of water and sewer service for this project. List information about water and wastewater on exhibits. Only domestic wastewater from restrooms and kitchens can be discharged to sewer or septic systems. Other waste, including industrial waste, cannot be discharged to sewer without written approval from the Regional Water Quality Control Board and the sewer agency. It is the responsibility of the applicant to ensure that all requirements to obtain potable water service and sanitary sewer service are met with the appropriate purveyors, as well as, all other applicable agencies. Contact DEH Land Use at 951-955-8980 for any questions.

If sewer is not available and the use of septic is proposed, a C-42 certification of the existing system must be provided to our department for review, along with information about maximum daily expected customers, square footage of customer area, maximum number of employees and customer access to restrooms.

Fire

080 - Fire. 1                      Fire - Business Plan                      Not Satisfied

Business Plan Request

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

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

080 - Fire. 3                      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 B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 to 4 hour(s) 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)

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80. Prior To Building Permit Issuance

Fire

080 - Fire. 3                      Prior to permit (cont.)                      Not Satisfied

080 - Fire. 4                      Prior to permit                      Not Satisfied

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

Planning

080 - Planning. 1                      Fee Status                      Not Satisfied

Prior to issuance of building permits for CUP190016, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

Transportation

080 - Transportation. 1                      Encroachment Permit                      Not Satisfied

Prior to issuance of a building permit or any use allowed by this permit, and prior to doing any work including a driveway/sidewalks improvement within the County road right-of-way, an encroachment permit must be obtained by the applicant from the Transportation Department.

080 - Transportation. 2                      Landscape Inspection Deposit Required                      Not Satisfied

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

The developer/ permit holder shall:

Prior to building permit issuance, the developer/permit holder shall verify all plan check fees have been paid and deposit sufficient funds to cover the costs of the required landscape inspections associated with the approved landscape plans. The deposit required for landscape inspections shall be determined by the Transportation Department, Landscape Section. The Transportation Department, Landscape Section shall clear this condition upon determination of compliance.

080 - Transportation. 3                      Landscape Plot Plan/Permit Required                      Not Satisfied

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

The developer/ permit holder shall:

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

Provide construction level landscape plans in PDF (all sheets compiled in 1 PDF file), along with an

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80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 3 Landscape Plot Plan/Permit Required (cont.) Not Satisfied

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

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

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

When applicable, plans shall include the following components:

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

Please reference Landscape Plan Checklists available online at [RCTLMA.org](http://RCTLMA.org).

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

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

080 - Transportation. 4 Landscape Project Specific Requirements Not Satisfied

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

The developer/ permit holder shall:

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## 80. Prior To Building Permit Issuance

### Transportation

080 - Transportation. 4      Landscape Project Specific Requirements (cont.)      Not Satisfied

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

- Project shall comply with the latest version of Ord. 859 ETo of .45, for commercial applications, .50 ETo for residential, or .70 ETo for recycled water uses. Project shall comply with the latest State Model Water Efficient Landscape Ordinance. Project shall comply with the local servicing water purveyor/district/company landscape requirements including those related to recycled water.
- Project proponent shall design overhead irrigation with a minimum 24" offset from non-permeable surfaces, even if that surface drains into a permeable area.
- Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees. All trees and shrubs shall be drawn to reflect the average specimen size at 15 years of age. All trees shall be double or triple staked and secured with non-wire ties.
- Project shall prepare water use calculations as outlined in Ord 859.3.
- Trees shall be hydrozoned separately.
- Irrigation shall be designed using hydrozones by plant water type, irrigation type, and flat/sloped areas.
- The developer/ permit holder/landowner shall use the County of Riverside's California Friendly Plant List when making plant selections. Use of plant material with a "low" or "very low" water use designation is strongly encouraged.
- All plant materials within landscaped areas shall be maintained in a viable growth condition throughout the useful plant life, and replaced with an equal or lesser water use plant.
- Project shall use County standard details for which the application is available in County Standard Detail Format.
- Monuments, boulders, and fan palms shall be located outside the County Maintained Road Right-of-Way (ROW).
- Restricted plant species noted in MSHCP documents shall not be used if MSHCP areas are adjacent to the project.
- Plant species shall meet ALUC requirements, if applicable.
- Hydroseeding is not permitted in stormwater BMP slope areas, container stock will be required on slopes. Trees must be located to avoid drainage swales and drain, utility, leach, etc. lines and structures
- Landscape and irrigation plans must meet erosion control requirements of Ordinance 457.
- Project shall use 50% point source irrigation type regardless of meeting the water budget with alternative irrigation methods, except as needed within stormwater BMP areas as noted in an approved WQMP document. Point source is defined as one emitter (or two) located at each plant. In-line emitter tubing is not defined as point source for the purpose of this requirement.
  
- Common areas and open space landscaping plans (construction document level package) shall be submitted to Transportation Department for approval.
- The project proponent or current property owner shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.
- Project shall install purple/reclaimed/recycled components as deemed necessary and as determined by the County and/or water district.
- Project proponent shall provide 12" wide concrete maintenance walkway on planter islands adjacent to parking spaces. Concrete maintenance walkway shall be shown on landscape and grading plans, typical.

### Waste Resources

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80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 1 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

E Health

090 - E Health. 1 Hazmat BUS Plan

Not Satisfied

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

Fire

090 - Fire. 1 Prior to final

Not Satisfied

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

Transportation

090 - Transportation. 1 Landscape Inspection and Drought Compliance

Not Satisfied

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

The developer/ permit holder shall:

The developer/permit holder shall coordinate with their designated landscape representative and the Transportation Department landscape inspector to ensure all landscape planting and irrigation systems have been installed in accordance with APPROVED EXHIBITS, landscaping, irrigation, and shading plans. The Transportation Department will ensure that all landscaping is healthy, free of weeds, disease and pests; and, irrigation systems are properly constructed and determined to be in good working order. The developer/permit holder's designated landscape representative and the Transportation Department landscape inspector shall determine compliance with this condition and execute a Landscape Certificate of Completion. All landscape inspection deposits and plan check fees shall be paid.



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90. Prior to Building Final Inspection

Transportation

090 - Transportation. 1      Landscape Inspection and Drought Compliance (cont.)      Not Satisfied

Upon determination of compliance, the Transportation Department, Landscape Section shall clear this condition.

Waste Resources

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

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

090 - Waste Resources. 2      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.

DEVELOPMENT AGREEMENT NO. 190009

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

RECITALS

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

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

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

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future

Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

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

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

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

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

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

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

and,

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

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

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

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

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

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

#### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 “Base Rate” means an amount equal to \$18.00 multiplied by the entire Cannabis Area, as shown on Exhibit “G”, and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

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

1.1.4 “Conditional Use Permit” means the land use permit required by COUNTY to conduct Commercial Cannabis Activities, and more specifically Conditional Use Permit No. 190016.

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 Subsequent 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.

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(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. 190016) 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. 190016.

(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:

Bernard Steimann

People's Properties, LLC

9 MacArthur Place, #707

Santa Ana, CA 92707

and John C. Condas, Esq.

Allen Matkins Lexk Gamble Mallory & Natsis LLP

1900 Main Street, Fifth Floor

Irvine, CA 92614

Fax No. (949) 553-8354

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(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 190109, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the first building permit 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 first building permit 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 of 4% for the initial 5 years of this Agreement and then annual increases of 5% for the remaining term of this Agreement. 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 applicable annual increase.

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

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

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted 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 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. 190016 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. 190016 and consistency with the Request for Proposal Responses associated with CAN 190109 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or

terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

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

- (a) The time and place of the hearing;
- (b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,
- (c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.7 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board

may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

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

## 7. INCORPORATION AND ANNEXATION.

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

upon such other jurisdiction.

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other

choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

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

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



OWNER Initials

OWNER Initials

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

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

such actions and cure such default.

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

9. THIRD PARTY LITIGATION.

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

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

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are

invalid or inadequate or not in compliance with law.

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

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

independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

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

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

10. MORTGAGEE PROTECTION.

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the



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

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

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

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

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this

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

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

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

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

regulating the development of private property and the owner of such property.

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

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

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint

venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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

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

bind OWNER to the performance of its obligations hereunder.

DRAFT

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 \_\_\_\_\_  
[Insert Chairman's Name]  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

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

DRAFT

Dated:

OWNER:

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

Dated:

OWNER:

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

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

EXHIBIT "A"

Development Agreement No. 1900009

LEGAL DESCRIPTION OF PROPERTY

DRAFT



EXHIBIT "B"

Development Agreement No. 1900009

MAP OF PROPERTY AND ITS LOCATION

DRAFT

EXHIBIT "C"

Development Agreement No. 1900009

EXISTING DEVELOPMENT APPROVALS

ZONING:

Change of Zone No. 1900029

OTHER DEVELOPMENT APPROVALS:

Plot Plan No. 26359

Conditional Use Permit No. 190016

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. 1900009

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. 348.4896
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.104
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. 555.19
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. 673.3
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. 754.2
25. Ordinance No. 787 as amended through Ordinance No. 787.8
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. 1900009

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190016 permits a storefront retail cannabis business within the existing 4,400 square foot building on a 0.37 acre lot.

DRAFT

## EXHIBIT "F"

Development Agreement No. 1900009

### APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190016 includes an existing building totaling 4,400 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$79,200.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900009

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 4,400 square foot existing building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

DRAFT

EXHIBIT "H"

Development Agreement No. 1900009

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$100,000.00 with an annual increase of 4% for the initial 5 years of the term for Development Agreement No. 1900009 and then an annual increase of 5% for the remaining term of Development Agreement No. 1900009. 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 190109, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.





# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## DEVELOPMENT ADVISORY COMMITTEE (“DAC”) INITIAL CASE TRANSMITTAL RIVERSIDE COUNTY PLANNING DEPARTMENT – RIVERSIDE PO Box 1409 Riverside, 92502-1409

DATE: August 28, 2019

**TO:**

Riv. Co. Transportation Dept.  
Riv. Co. Environmental Health Dept.  
Riv. Co. Public Health Dept.  
Riverside County Flood Control  
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: 2<sup>nd</sup> District

City of Corona Sphere of Influence  
Western Municipal Water District (WMWD)  
Southern California Edison Co. (SCE)  
Southern California Gas Co.

**DEVELOPMENT AGREEMENT NO. 1900009, CONDITIONAL USE PERMIT NO. 190016 – CEQ190088**  
– Applicant: People’s Riverside, LLC – Second Supervisorial District – North Riverside District – Highgrove Area Plan: Light Industrial: (LI) (0.25 – 0.60 FAR) – Location: North of Kluk Ln, east of Cadena Creek, and west of La Cadena Dr – 0.37 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No 1900009. would impose a lifespan on the proposed cannabis project and provide community benefit to the Highgrove Area. Conditional Use Permit No. 190016 proposes to renovate an existing building as a storefront for a retail cannabis business with delivery – APN: 246-110-003 – **BBID: 663-708-758**

**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 meeting on September 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 Mina Morgan, Project Planner at (951) 955-6035, or e-mail at [mimorgan@rivco.org](mailto:mimorgan@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 No. CUP190016

*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.*

### APPLICATION INFORMATION

Applicant Name: Peoples Riverside LLC

Contact Person: Bernard Steimann E-Mail: \_\_\_\_\_

Mailing Address: 125 W La Cadena Dr, Riverside CA 92501,  
Street  
\_\_\_\_\_  
City State ZIP

Daytime Phone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Engineer/Representative Name: EPD Solutions

Contact Person: Griffin Levinski E-Mail: griffin@epdsolutions.com

Mailing Address: 2 Park Plaza, Suite 1120  
Street  
Irvine CA 92614  
City State ZIP

Daytime Phone No: (\_\_\_\_) 949-794-1184 Fax No: (\_\_\_\_) \_\_\_\_\_

Property Owner Name: Timothy D Beld (APN 246-110-003) and Michael Wayne Johnson (246-110-019)

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: 125 W La Cadena dr Riverside CA 92501 (APN 246-110-003)  
Street  
40473 ROCK MOUNTAIN DR FALLBROOK CA 92028 (APN 246-110-019)  
City State ZIP

Daytime Phone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

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

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

*"Planning Our Future... Preserving Our Past"*

**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.

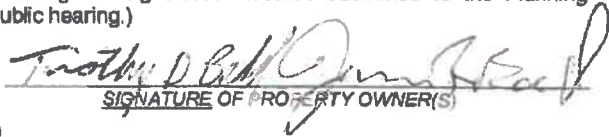
**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

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.)

Timothy D Beld and Janna R Beld (APN 246-110-003)

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

Michael Wayne Johnson & Dawn Ruth Johnson (246-110-019)

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): 246-110-003 and 246-110-019

Approximate Gross Acreage: .55

General location (nearby or cross streets): North of Kluk Ln, South of \_\_\_\_\_, East of \_\_\_\_\_, West of W La Cadena Dr

**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

An approximately 5400SF cannabis retail storefront operated by People's with hours of operation proposed from

8:30 - 10pm Sunday - Saturday with parking proposed off-site on APN 248-110-019

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

Number of existing lots: 2

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	5400		2	retail	<input type="checkbox"/>	138581
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**

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\* 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:

CAN190109

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) *Timothy D. Bell* Date 8/8/19  
Owner/Authorized Agent (2) \_\_\_\_\_ Date \_\_\_\_\_

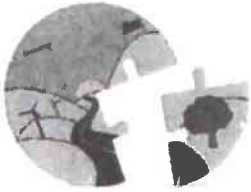
## **APPLICATION FOR LAND USE AND DEVELOPMENT**

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**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 CHANGE OF ZONE

CHECK ONE AS APPROPRIATE:

Standard Change of Zone

There are three different situations where a Planning Review Only Change of Zone will be accepted:

- Type 1:** Used to legally define the boundaries of one or more Planning Areas within a Specific Plan.
- Type 2:** Used to establish or change a SP zoning ordinance text within a Specific Plan.
- Type 3:** Used when a Change of Zone application was conditioned for in a prior application.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Peoples Riverside LLC.

Contact Person: Bernard Steimann E-Mail: \_\_\_\_\_

Mailing Address: 125 W La Cadena Drive  
Riverside City CA State 92501 ZIP

Daytime Phone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Engineer/Representative Name: EPD Solutions

Contact Person: Griffin Levinski E-Mail: Griffin@epdsolutions.com

Mailing Address: 2 Park Plaza, Suite 1120  
Irvine City CA State 92614 ZIP

Daytime Phone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Property Owner Name: Timothy D Beld & Janna R Beld

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: 125 West La Cadena Drive  
Street

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 CHANGE OF ZONE**

Riverside

City

CA

State

92501

ZIP

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 property address and/or assessor's parcel 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.

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.

**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 subdivision is ready for public hearing.)

Timothy D Beld & Janna R Beld

PRINTED NAME OF PROPERTY OWNER(S)

  
SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

  
SIGNATURE OF PROPERTY OWNER(S)

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 246-110-003

Approximate Gross Acreage: 0.37 acres

General location (nearby or cross streets): North of Kluk Lane, South of

**APPLICATION FOR CHANGE OF ZONE**

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\_\_\_\_\_, East of \_\_\_\_\_, West of West La Cadena Drive.

Proposal (describe the zone change, indicate the existing and proposed zoning classifications. If within a Specific Plan, indicate the affected Planning Areas):

Zone change from Land Use Designation "C-1/C-P" to "Manufacturing - Service Commercial"  
to provide consistency between the General Plan and Zoning Classification.

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Related cases filed in conjunction with this request:

CUP190016, DA190009, CAN190109

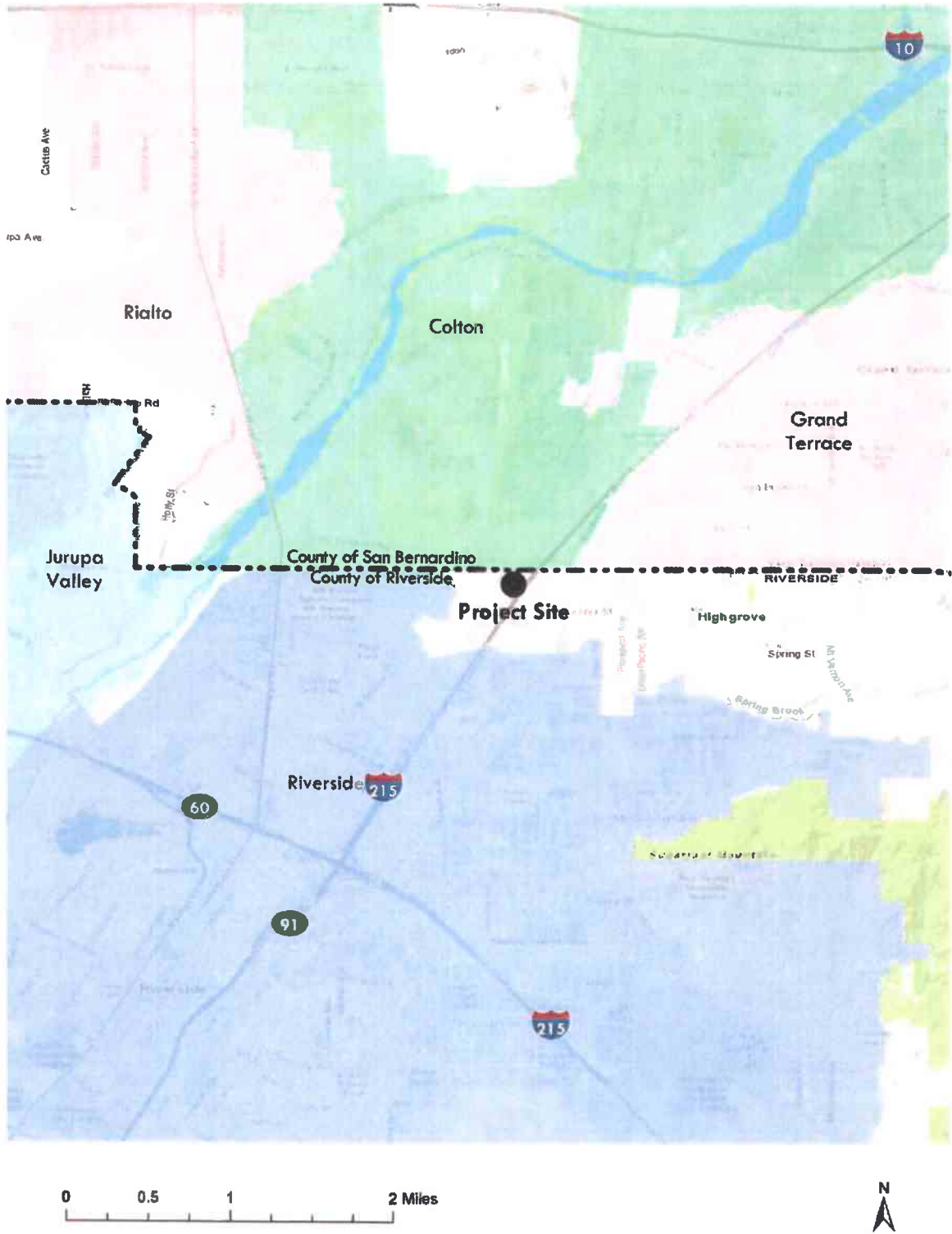
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**This completed application form, together with all of the listed requirements provided on the Change of Zone Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.**

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1071 CZ Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018

# Regional Map



**2018-0260420**

08/28/2018 09:24 AM Fee: \$ 0.00

Page 1 of 4

Recorded in Official Records  
County of Riverside  
Peter Aidana  
Assessor-County Clerk-Recorder



459

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

County of Riverside

AND WHEN RECORDED MAIL TO:

Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

\*\*The recorder's fees should be waived  
per Government Code 6103 & 27383

Space above this line for recorder's use only

## NOTICE OF PENDENCY OF ACTION

Title of Document

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

(Exempt from Filing Fees  
Pursuant to Govt. Code § 6103)

1 GREGORY P. PRIAMOS, County Counsel (SBN 136766)  
TIFFANY N. NORTH (SBN 228068)  
2 MICHELLE CLACK (SBN 190718)  
NAZIK HASAN (SBN 286316)  
3 3960 Orange Street, Suite 500  
Riverside, CA 92501  
4 Telephone: (951) 955-6300  
Facsimile: (951) 955-6363  
5 Email: NHasan@rivco.org

6 Attorneys for Plaintiff, County of Riverside

7

8

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9

**COUNTY OF RIVERSIDE**

10

11

COUNTY OF RIVERSIDE,

**Case No. RIC 1810433**

12

Plaintiff,

*Assigned for Law and Motion Purposes to:  
Honorable Judge Irma Poole Asberry – Dept 03*

13

v.

*Assigned for Case Management Purposes to:  
Honorable Judge John W. Vineyard – Dept 01*

14

ALL TIME HIGH, an unknown business entity;  
MICHAEL WAYNE JOHNSON, an individual;  
15 DAWN RUTH JOHNSON, an individual; and  
DOES 1 through 100, inclusive,

**NOTICE OF PENDENCY OF ACTION**  
[Riverside County Ordinance No. 725 § 14; Code  
of Civil Procedure § 405.20]

16

Defendant.

*Complaint Filed: June 4, 2018*

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**NOTICE OF PENDENCY OF ACTION**

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PLEASE TAKE NOTICE that on June 4, 2018, the County of Riverside ("County") filed an action (RIC 1810433), affecting title to this real property and the action is now pending in court. In the action, Plaintiff County of Riverside ("Plaintiff") seeks, among other remedies, a temporary restraining order, preliminary injunctive relief, and permanent injunctive relief, including the appointment of a receiver under *California Code of Civil Procedure Sections 564(b)(3) and (9)* for the abatement of the public nuisances for Illegal Land Use in Violation of Riverside County Ordinance No. 348 §§3.3 and 3.4 for Cannabis Businesses and Cannabis Activities Prohibited for the real property commonly known as 3175 Kluk Lane, Riverside, California, 92501, within the unincorporated areas of Riverside County, California, identified as

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Assessor's Parcel Number 246-110-020, and more particularly described in the attached legal description as Exhibit "A" ("Subject Property").

The action seeks to permanently abate the public nuisance at the Subject Property, specifically nuisances for Illegal Land Use in Violation of Riverside County Ordinance No. 348 §§3.3 and 3.4 for Cannabis Businesses and Cannabis Activities Prohibited; to potentially have a receiver appointed over the Subject Property to enforce any judgments obtained related to this action; and, if a receiver is appointed to enforce a judgment obtained related to this action, to have the Court grant the receiver the authority to issue receiver's certificates to secure expenses of rehabilitation as first liens in the most senior position on the Subject Property.

GREGORY P. PRIAMOS  
County Counsel

Dated: June 28, 2018

By:   
NAZIK N. HASAN, Deputy County Counsel  
Attorneys for Plaintiff, County of Riverside

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**EXHIBIT A**  
**Legal Description of Subject Property**

Parcel 13 as shown by Parcel Map 12479 on file in Book 114 pages 64 and 65 of Parcel Maps, Records of Riverside County, California, and by amended Parcel Map 12479 on file in Book 129 pages 87 and 88 of Parcel Maps, Records of Riverside County, California.

APN: 246-110-020-4

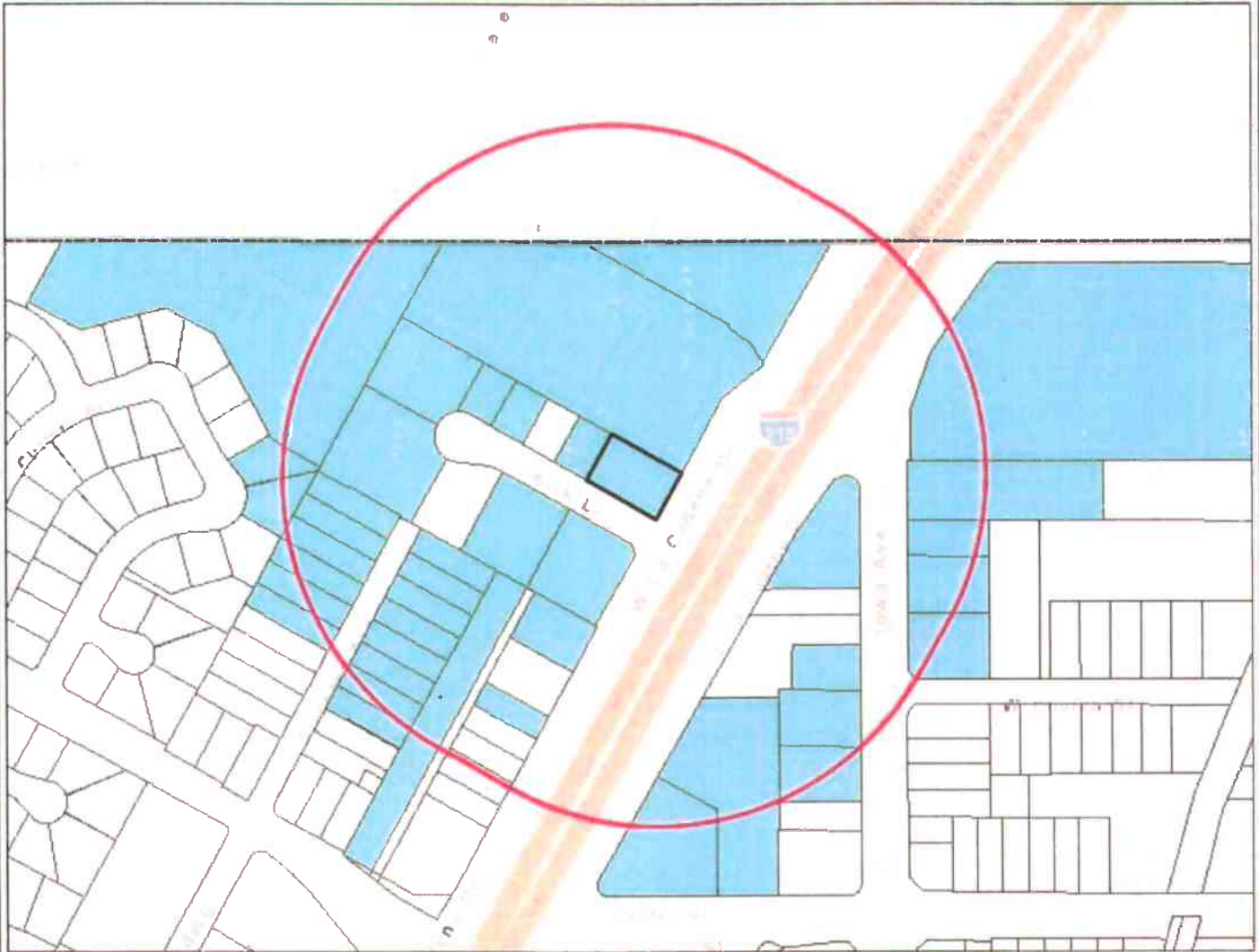
APN: 246-110-020

(End of Legal Description)



# Riverside County GIS Mailing Labels

CZ1900029 / CUP190016 ( 600 feet buffer )



### Legend

-  County Boundary
-  Cities
-  Parcels
- World Street Map

### Notes



0 376 752 Feet

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

REPORT PRINTED ON... 11/18/2020 4:13:14 PM

© Riverside County RCIT

**PROPERTY OWNERS CERTIFICATION FORM**

I, VINNIE NGUYEN certify that on November 19, 2020,

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

APN (s) or case numbers CZ1900029/CUP190016 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9<sup>TH</sup> Floor

Riverside, Ca. 92502

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

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RJB HOLDINGS  
3226 KLUK LN  
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246110019  
MICHAEL WAYNE JOHNSON  
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FALLBROOK CA 92028

246110023  
M E W CORP  
31878 DEL OBISPO ST 118  
SAN JUAN CAPO CA 92675

246122031  
ELIDIA LEON FLORES  
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246123001  
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246123005  
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246110003  
PEOPLES PROPERTIES  
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NEWPORT BEACH CA 92663

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247020006  
24 APARTMENT COMPLEX SERVICES INC  
455 W LA CADENA AVE NO 7  
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247020009  
HORIZON CA PROPERTIES  
PO BOX 230579  
ENCINITAS CA 92023

247020001  
FLORENCE AVENUE  
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LOS ALAMITOS CA 90720

246122027  
REX ALLEN TUCKER  
18635 HERMOSA ST  
RIVERSIDE CA 92508

246122028  
ENRIQUE RAMIREZ  
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246122029  
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300 S HARBOR BLV STE 1020  
ANAHEIM CA 92805

246110001  
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10877 WILSHIRE BLV 1520  
LOS ANGELES CA 90024

246110005  
THOMAS M. FITTERER  
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POST FALLS ID 83854

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**Applicant:**

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Santa Ana CA 92705

**Engineer:**

EPD Solutions  
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Irvine CA, 92614  
Attn: Andrea Arcilla

**Owner:**

Timothy Beld  
125 La Cadena Drive  
Riverside CA 92501

Southern California Edison  
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P.O. Box 600  
Rosemead, CA 91770

City of Riverside  
Attn: Diane Jenkins/Ken Gutierrez  
3900 Main St., 3<sup>rd</sup> Fl  
Riverside, CA 92501

Southern California Gas Company  
P.O. Box 1626  
Monterey Park, CA 91754

Western Municipal Water Dist.  
14205 Meridian Parkway  
Riverside, CA 92518



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Charissa Leach, P.E.**  
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 P. O. Box 1409 Palm Desert, CA 92201  
 County of Riverside County Clerk Riverside, CA 92502-1409

**Project Title/Case No.:** Cannabis Retailer / Development Agreement No. 1900009, Change of Zone No. 1900029, and Conditional Use Permit No. 190016

**Project Location:** 125 W La Cadena Drive, Riverside CA, 92501

**Project Description:** Development Agreement No. 1900009 (DA No. 1900009) sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP190016 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. Change of Zone No. 1900029 is a proposal to change the existing zoning classification for the subject site from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC). Conditional Use Permit No. 190016 is a proposal for a retail cannabis business with delivery within an existing 4,400-square-foot, two-story building on a 0.37-acre lot with parking and landscaping.

**Name of Public Agency Approving Project:** Riverside County Planning Department

**Project Applicant & Address:** Bernard Steimann – 125 W La Cadena Drive, Riverside CA, 92501

**Exempt Status: (Check one)**

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption 15301, 15303, and 15061 (b)(3)
- Statutory Exemption (\_\_\_\_\_)
- Other:

**Reasons why project is exempt:** This project is 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. 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. Lastly, this proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061(b)(3), which states: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA.

Mina Morgan (951) 955-6035  
County Contact Person Phone Number

\_\_\_\_\_  
Signature Title Date  
January 12, 2021

Date Received for Filing and Posting at OPR: \_\_\_\_\_



NOTICE OF EXEMPTION  
Page 2

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Revised: 1/12/21: Y:\Planning Case Files-Riverside office\CUP190016\SR Package

*Please charge deposit fee case#:* ZEA No.42996    ZCFW No. 6364- County Clerk Posting Fee  
**FOR COUNTY CLERK'S USE ONLY**

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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. 1900009

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

PEOPLE'S PROPERTIES RIVERSIDE, LLC

GRAND PROPERTY GROUP, LLC

STANDARD PROPERTIES, LLC

BERNARD STEIMANN

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DEVELOPMENT AGREEMENT NO. 190009

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

People's Properties Riverside, LLC  
Grand Property Group, LLC  
Standard Properties, LLC  
Bernard Steimann

RECITALS

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

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

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

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

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

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

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

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

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or

approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and,

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

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

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

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

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

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

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

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

#### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Rate" means an amount equal to \$18.00 multiplied by the entire Cannabis Area, as shown on Exhibit "G", and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

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

1.1.4 "Conditional Use Permit" means the land use permit required by COUNTY to conduct Commercial Cannabis Activities, and more specifically Conditional Use Permit No. 190016.

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 Subsequent 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. 190016) 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 set forth in Resolution No. 2020-124.

(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. 190016.

(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:

People's Properties Riverside, LLC  
Attn: Andrew Krajacic  
3843 S. Bristol St. #607  
Santa Ana, CA 92704

and

Grand Property Group, LLC  
Attn: Frank Kavanaugh  
107 Via Florence #2  
Newport Beach, CA 92663

and

Standard Properties, LLC  
Attn: David Welch  
3843 S. Bristol St. #494  
Santa Ana, CA 92704

and

Bernard Steimann  
125 W. La Cadena Drive  
Riverside, CA 92501

and

John C. Condas, Esq.  
Allen Matkins Lexk Gamble Mallory & Natsis LLP  
1900 Main Street, Fifth Floor  
Irvine, CA 92614  
Fax No. (949) 553-8354

(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 190109, incorporated herein by this reference.

#### 4. PUBLIC BENEFITS.



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

4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the first building permit 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 first building permit 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 of 4% for the initial 5 years of this Agreement and then annual increases of 5% for the remaining term of this Agreement. 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 applicable annual increase.

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

4.5 Assessments. Nothing herein shall be construed to relieve the Property from

assessments levied against it by the County pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted 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 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. 190016 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. 190016 and consistency with the Request for Proposal Responses associated with CAN 190109 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.

FK  
OWNER Initials

[Signature]  
OWNER Initials

BS  
OWNER Initials

AL  
OWNER Initials

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

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the

nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

## 9. THIRD PARTY LITIGATION.

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

(a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

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

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

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or

nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

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

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

#### 10. MORTGAGEE PROTECTION.

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any



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

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

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

## 11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Sections 4.2 and 4.3 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into

this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

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

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

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

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

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

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

of the covenants to be performed hereunder by such benefited party.

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

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

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

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

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

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

withheld, by giving a written request for termination to the COUNTY.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

By \_\_\_\_\_  
Karen Spiegel  
Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

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

FORM APPROVED COUNTY COUNSEL  
By:   
MICHELLE CLACK  
DATE 3/16/21

OWNER:

Bernard Steimann

Dated: 3/9/21

By:   
Bernard Steimann

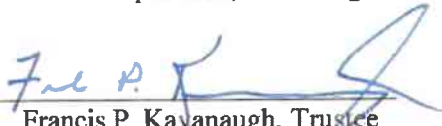
People's Properties Riverside LLC, a California Limited Liability Company

By: Grand Property Group, LLC, a California Limited Liability Company, its Manager


By: BET Trust dated March 11, 1999, its Manger and

By: AK Real Estate Solutions, a California Corporation, its Manager

Dated: 3/9/21

By:   
Francis P. Kavanaugh, Trustee  
BET Trust dated March 11, 1999

Dated: 3/9/21


By:   
Andrew Krajacic  
President and Secretary  
AK Real Estate Solutions

and

By: Standard Properties, LLC, a California Limited Liability Company, its Manager

By: BRP Ventures, LLC, an Oregon Limited Liability Company, its Manager


Dated: 3/9/21

By:   
Jay Yadon  
Managing Member  
BRP Ventures, LLC

SEE CALIFORNIA  
ACKNOWLEDGMENT  
DATE 03/09/2021 INITL JY

Grand Property Group, LLC, a California Limited Liability Company, its Manager  
By: BET Trust dated March 11, 1999, its Manger and  
By: AK Real Estate Solutions, a California Corporation, its Manager

Dated: 3/9/21

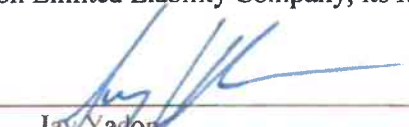
By:   
Francis P. Kavanaugh, Trustee  
BET Trust dated March 11, 1999

Dated: 3/9/21

By:   
Andrew Krajacic  
President and Secretary  
AK Real Estate Solutions

Standard Properties, LLC, a California Limited Liability Company, its Manager  
By: BRP Ventures, LLC, an Oregon Limited Liability Company, its Manager

Dated: 3/9/21

By:   
Jay Yador  
Managing Member  
BRP Ventures, LLC

(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. 1900009

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF LOT 149 OF THE LANDS OF THE SOUTHERN CALIFORNIA ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE NORTH 61° WEST 25 FEET FROM THE COMMON CORNER OF LOTS 146 AND 149 OF SAID LANDS, IN THE CENTER OF COLTON AVENUE; THENCE NORTH 29°20' EAST ON THE NORTHWESTERLY LINE OF SAID COLTON AVENUE, 344 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 61° WEST 160 FEET; THENCE SOUTH 29°20' WEST 100 FEET; THENCE SOUTH 61° EAST 160 FEET TO THE NORTHWESTERLY LINE OF COLTON AVENUE; THENCE NORTH 29°29' EAST, ON THE NORTHWESTERLY LINE OF SAID COLTON AVENUE, 100 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 3136 RECORDED SEPTEMBER 12, 1989, AS INSTRUMENT NO. 89-313367 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS CONNECTED OR APPURTENANT TO SAID LAND, CONVEYED TO THE RIVERSIDE WATER COMPANY BY DEED FILED FOR RECORD APRIL 5, 1950 AS INSTRUMENT NO. 530 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 246-110-003



EXHIBIT "B"

Development Agreement No. 1900009

MAP OF PROPERTY AND ITS LOCATION



EXHIBIT "C"

Development Agreement No. 1900009

EXISTING DEVELOPMENT APPROVALS

ZONING:

Change of Zone No. 1900029

OTHER DEVELOPMENT APPROVALS:

Plot Plan No. 26359

Conditional Use Permit No. 190016

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. 1900009

EXISTING LAND USE REGULATIONS

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

21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements of the  
County of Riverside for the Consideration of Development Agreements
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"

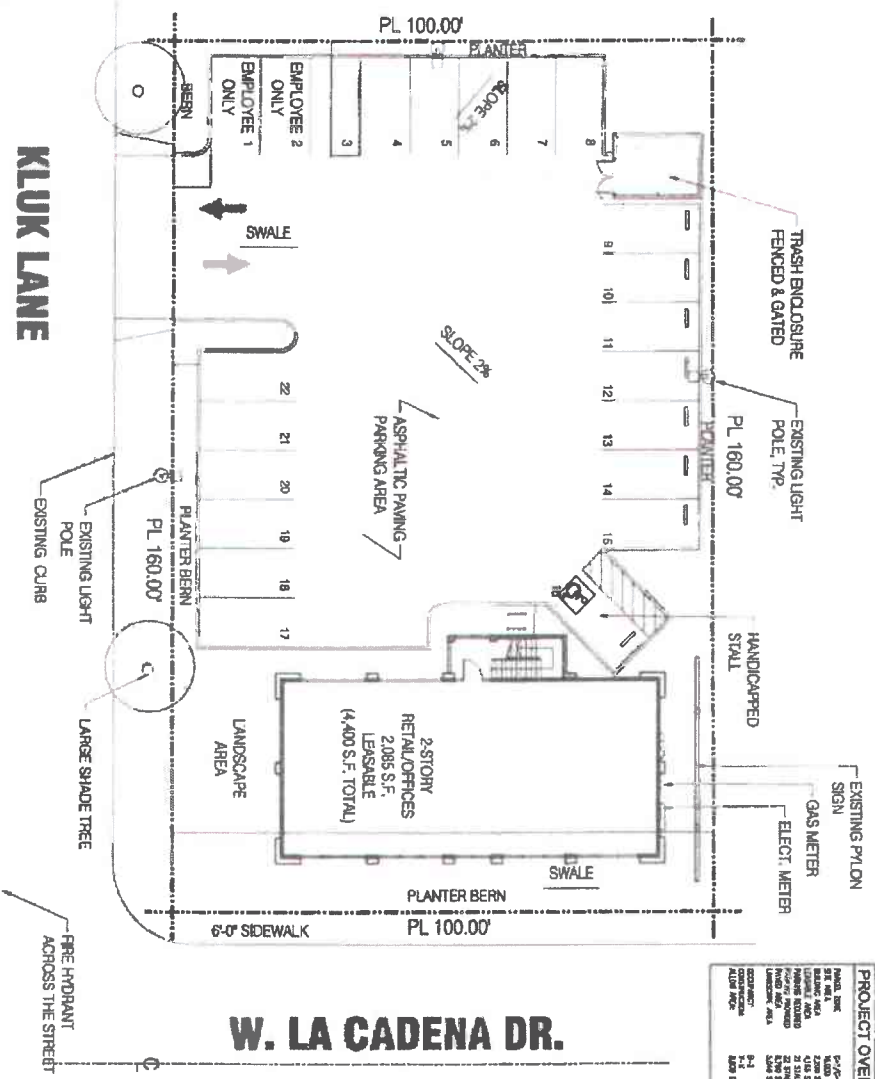
Development Agreement No. 1900009

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190016 permits a storefront retail cannabis business within the existing 4,400 square foot building on a 0.37 acre lot.

**PROJECT OVERVIEW**

PROJECT NAME	PROJETS - RIVERSIDE
PROJECT ADDRESS	125 LA CADENA DR WEST, RIVERSIDE, CA 92506
CLIENT	PROJETS - RIVERSIDE
DESIGNER	PROJETS - RIVERSIDE
DATE	08/20/2018
SCALE	AS SHOWN
PROJECT NO.	18-001
DATE	08/20/2018
PROJECT NAME	PROJETS - RIVERSIDE
PROJECT ADDRESS	125 LA CADENA DR WEST, RIVERSIDE, CA 92506
CLIENT	PROJETS - RIVERSIDE
DESIGNER	PROJETS - RIVERSIDE
DATE	08/20/2018
SCALE	AS SHOWN
PROJECT NO.	18-001



EXISTING SITE PLAN (FOR REFERENCE ONLY)

08/20/18 1

PROJETS  
RIVERSIDE  
125 LA CADENA DR WEST  
RIVERSIDE, CA 92506

OVERALL SITE PLAN & DETAILS  
ST-1

EXHIBIT "F"

Development Agreement No. 1900009

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190016 includes an existing building totaling 4,400 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$79,200.00 and will increase annually at a rate of 2%.



EXHIBIT "G"

Development Agreement No. 1900009

CANNABIS AREA CALCULATION EXHIBIT

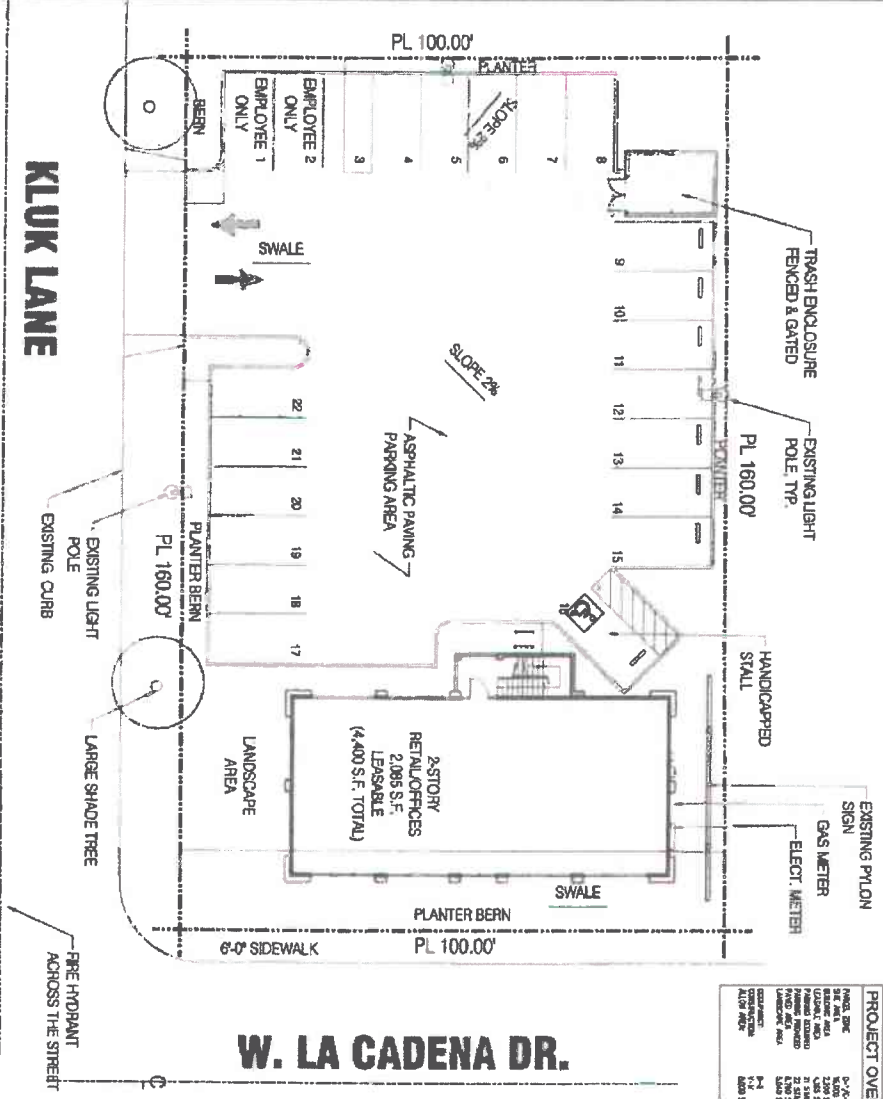
The Cannabis Area calculation includes the 4,400 square foot existing building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

Handy

PROJECT OVERVIEW

PROJECT OVERVIEW	PROJECT NAME	PEOPLES RIVERSIDE
	PROJECT ADDRESS	1250 W. LA CADENA DR. WEST
	PROJECT CITY	CHANDLER, AZ
	PROJECT COUNTY	MARICOPA
	PROJECT STATE	ARIZONA
	PROJECT ZIP	85224
	PROJECT TYPE	RETAIL
	PROJECT PHASE	CONSTRUCTION
	PROJECT START	11/14/2018
	PROJECT END	11/14/2019

PEOPLES RIVERSIDE



EXISTING SITE PLAN (FOR REFERENCE ONLY)

PROJECT: PEOPLES RIVERSIDE  
 RETAIL CHANDLER, AZ  
 1250 W. LA CADENA DR. WEST  
 CHANDLER, AZ 85224

DATE: 11/14/2018  
 SCALE: AS SHOWN  
 FILE NAME: R-24-1

DESIGN AND RECORDS: [Signature]

PROJECT: PEOPLES RIVERSIDE  
 RETAIL CHANDLER, AZ  
 1250 W. LA CADENA DR. WEST  
 CHANDLER, AZ 85224

DATE: 11/14/2018  
 SCALE: AS SHOWN  
 FILE NAME: R-24-1

PROJECT: PEOPLES RIVERSIDE  
 RETAIL CHANDLER, AZ  
 1250 W. LA CADENA DR. WEST  
 CHANDLER, AZ 85224

DATE: 11/14/2018  
 SCALE: AS SHOWN  
 FILE NAME: R-24-1

ST-1

EXHIBIT "H"

Development Agreement No. 1900009

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$100,000.00 with an annual increase of 4% for the initial 5 years of the term for Development Agreement No. 1900009 and then an annual increase of 5% for the remaining term of Development Agreement No. 1900009. 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 190109, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

## 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 )

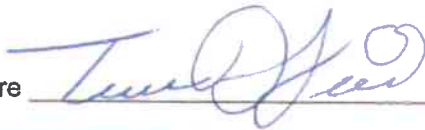
On March 9, 2021 before me, Teresa D. Lewis, Notary Public  
(insert name and title of the officer)

personally appeared Bernard Steimann,  
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)



## 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 March 9, 2021, before me, Teresa D. Lewis, Notary Public  
(insert name and title of the officer)

personally appeared Francis P. Kavanaugh,  
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)



## 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 March 9, 2021, before me, Teresa D. Lewis, Notary Public  
(insert name and title of the officer)

personally appeared Jay Yadon,  
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 ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On March 9, 2021 before me, Lorrie J. Miller, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Andrew Krajacic  
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 Lorrie J. Miller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Dev. Agr. No. 1900009 Document Date: 3/9/2021  
Number of Pages: 38 Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Andrew Krajacic Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): President & Secretary  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: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



ALUMINUM COMPRESSION-RAIL SYSTEM, FINISH: POLY-BLENDED FLUOROPOLYMER  
 FROM WHITE BRASS TO MATCH EXISTING WINDOW FRAMES.  
 INSTALLATION PER ALUMINUM MANUFACTURER'S INSTRUCTIONS.  
 INSTALLATION PER CITY'S PERMITS DIVISION FOR CORRECT PERMITS AND  
 INSULATION.  
 VERIFY ALL DIMENSIONS AND MATERIALS.  
 VERIFY ALL DIMENSIONS AND MATERIALS.  
 VERIFY ALL DIMENSIONS AND MATERIALS.  
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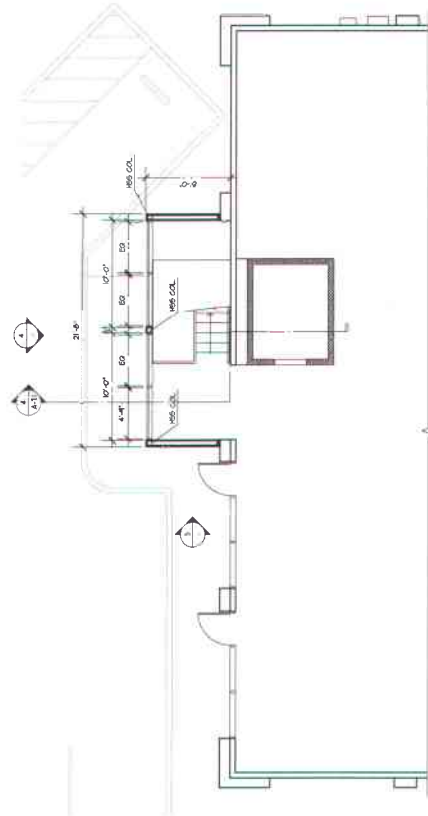
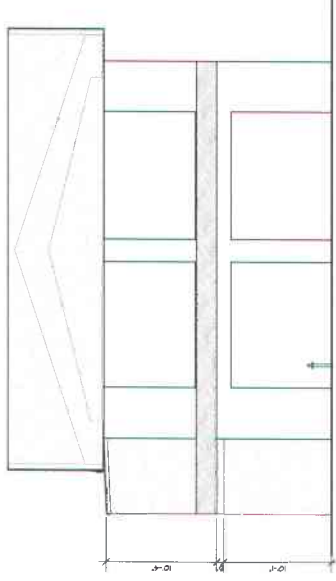
NOTE: GLASS IN WINDOWS ADJACENT TO DOORS SHALL BE TEMPERED  
 T - TEMPERED GLASS

FRONT ELEVATION FACING NORTH

SCALE: 3/16"=1'-0"

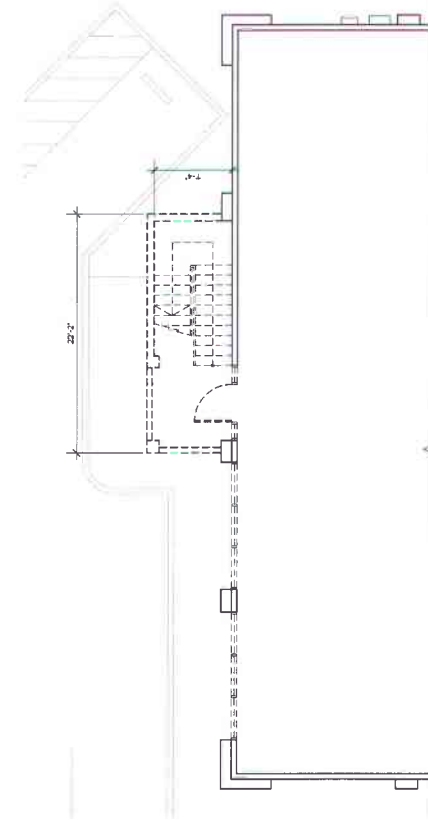
ELEVATION FACING WEST

SCALE: 3/16"=1'-0"



SCALE: 3/16"=1'-0"

PARTIAL FLOOR PLAN STAIR #1

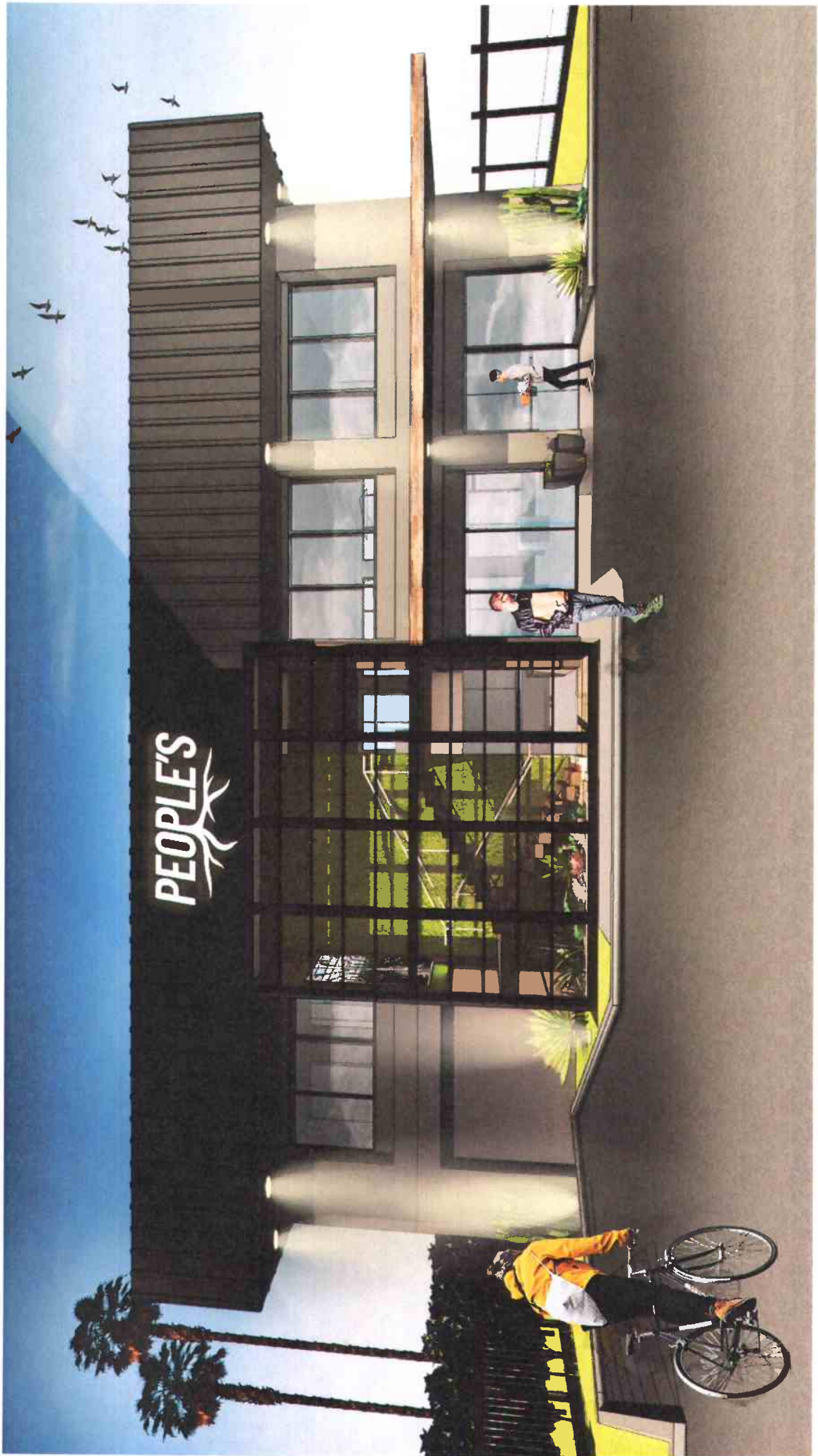


SCALE: 3/16"=1'-0"

EXISTING PARTIAL FLOOR PLAN STAIR #1 - DEMOLITION WORK









**Riverside County Ordinance 93-106 - Minimum Planting Standards**

**Planting Specifications**

1. Minimum Annual Water Application: 1.000 gal/yr

2. Minimum Annual Water Application: 1.000 gal/yr

3. Minimum Annual Water Application: 1.000 gal/yr

4. Minimum Annual Water Application: 1.000 gal/yr

5. Minimum Annual Water Application: 1.000 gal/yr

6. Minimum Annual Water Application: 1.000 gal/yr

7. Minimum Annual Water Application: 1.000 gal/yr

8. Minimum Annual Water Application: 1.000 gal/yr

9. Minimum Annual Water Application: 1.000 gal/yr

10. Minimum Annual Water Application: 1.000 gal/yr

11. Minimum Annual Water Application: 1.000 gal/yr

12. Minimum Annual Water Application: 1.000 gal/yr

13. Minimum Annual Water Application: 1.000 gal/yr

14. Minimum Annual Water Application: 1.000 gal/yr

15. Minimum Annual Water Application: 1.000 gal/yr

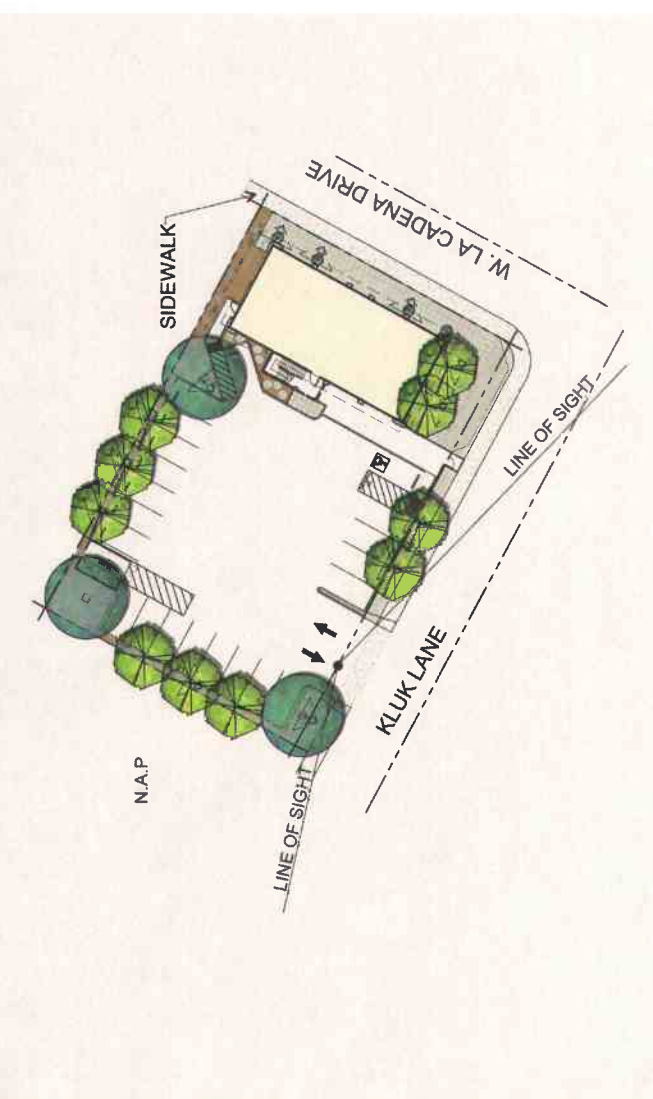
16. Minimum Annual Water Application: 1.000 gal/yr

17. Minimum Annual Water Application: 1.000 gal/yr

18. Minimum Annual Water Application: 1.000 gal/yr

19. Minimum Annual Water Application: 1.000 gal/yr

20. Minimum Annual Water Application: 1.000 gal/yr



**PLANTING LEGEND**

SYMBOL	BOTANICAL COMMON NAME	SIZE	QTY	INVOLE	REMARKS
(Symbol)	Amorpha canescens	24" Box	4	M	Standard
(Symbol)	Prosopis juliflora	24" Box	3	L	Standard
(Symbol)	Prosopis juliflora	15 Gal	10	M	Standard

SYMBOL	BOTANICAL COMMON NAME	SIZE	QTY	INVOLE	REMARKS
(Symbol)	Prosopis juliflora	5 Gal	38	M	
(Symbol)	Prosopis juliflora	1 Gal	148	L	
(Symbol)	Prosopis juliflora	5 Gal	16	L	
(Symbol)	Prosopis juliflora	5 Gal	20	M	

SYMBOL	BOTANICAL COMMON NAME	SIZE	QTY	INVOLE	REMARKS
(Symbol)	Prosopis juliflora	1 Gal	20	VL	Standard & Spacing to be provided

SYMBOL	BOTANICAL COMMON NAME	SIZE	SPACING	INVOLE	REMARKS
(Symbol)	Prosopis juliflora	1 Gal	48" O.C.	L	
(Symbol)	Prosopis juliflora	1 Gal	12" O.C.	L	

Tree-upto-15 ft.

- NOTES**
- ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE A SHAWTOWN OR EQUAL...
  - CONTRACTOR TO INSTALL CONCRETE MOW CURB BETWEEN PLANTERS AND TURF AREAS. SEE PLANTING DETAIL SHEET.
  - ALL PLANTER AREAS TO RECEIVE A LAYER OF MULCH 2" THICK ON BARK...
  - PROJECT TO BE MAINTAINED BY OWNER.
  - PER ORDINANCE NO. 94, SECTION 18.12, 50% OF PARKING AREA SHALL BE SHADED.
  - IRRIGATION AND PLANTING TO BE IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE NO. 899.
  - SLOPES OVER 3:1 TO BE PLANTED WITH GROUND COVER FROM PLANTS 12" OR PER ORDINANCE 477. SLOPES EXCEEDING 15 FEET IN VERTICAL HEIGHT SHALL BE PLANTED WITH GROUND COVER FROM PLANTS 12" OR PER ORDINANCE 477. PLANTING ON CENTER, ON TREES SPACED NOT TO EXCEED 20 FEET ON CENTER, OR 10 FEET COMBINATION OF SUCH SHRUBS AND TREES AT EQUIVALENT SPACING. IN ADDITION TO DROUGHT-TOLERANT GRASS OR GROUND COVER.
  - ALL ABOVE GROUND EQUIPMENT SHALL BE SCREENED BY PLANT MATERIAL. LANDSCAPE PLAN TO CONFORM TO ORDINANCE NO. 899 J AND COUNTY OF RIVERSIDE GUIDE TO CITY FRIENDLY LANDSCAPING.
  - ALL ABOVE GROUND UTILITIES TO BE SCREENED WITH PLANT MATERIAL.
  - HYDROZONES WILL BE PROPERLY DESIGNATED AND METHODS OF IRRIGATION IDENTIFIED.
  - PROVIDE PROPER IRRIGATION SYSTEMS WITHIN 7-10' OF HYDROZONES AS SPACES. SLOPED AREA WILL BE IRRIGATION WITH NOTARY HEADS AND PLANTING AREAS LESS THAN 8" IN WIDTH WILL BE USING SURFACE DRIP IRRIGATION. DRIP IRRIGATION WILL ALSO BE UTILIZED FOR PLANTING AREAS UNDER THE LOW MULCH ZONE. PROJECT SHALL USE AT LEAST 25% PORT TO DRIP METHOD.
  - SUBSURFACE OR LOW VOLUME IRRIGATION MUST BE USED FOR IRREGULARLY SHAPED AREAS.
  - SHRUBS TO BE PLANTED AT ALL SCREEN WALL LOCATIONS TO PROTECT FROM GRAFTING.
  - ALL PLANTER AREAS PROTECTED BY A 4" HIGH CONCRETE CURB.
  - CAR OVERHANG AREAS TO BE MULCHED. SHRUBS OR GROUND COVER TO BE PLANTED OUTSIDE THE OVERHANG AREA.
  - PLANT MATERIAL IS RESTRICTED TO A MAXIMUM HEIGHT OF 12' AT MATURITY WITHIN RESTRICTED SHORTLINE AREA PER COUNTY STANDARD.

**GENERAL NOTES**

ALL LANDSCAPE AND IRRIGATION SHALL COMPLY WITH THE RIVERSIDE COUNTY ORDINANCE #899 J.

ALL LANDSCAPE PLANTERS ADJACENT TO PARKING STALLS SHALL HAVE A 12" WIDE CONC. STRIP OUT.

ALL TREES SHALL BE PLANTED WITH A LINEAR ROOT BARRIER WHEN LOCATED WITHIN 6 FEET OF ANY HARDSCAPE.

**CONSTRUCTION CONSERVATION STATEMENT**

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING STATE OF THE ART PROTECTIVE MEASURES TO PREVENT SOIL EROSION, CONTROLLERS, RAIN SHUT OFF DEVICES, MASTER VALVES, CONTROL LOW SPRINKLERS AND WATER EFFICIENT IRRIGATION HEADS.

PLANT MATERIAL IS SEPARATED BY HYDROZONES.

2" MULCH LAYER

ALL IRRIGATION SYSTEMS WILL BE DESIGNED TO COMPLY WITH THE COUNTY OF RIVERSIDE'S ORDINANCE #899.

**GENERAL PARKING LOT SHADING CRITERIA**

ALL PARKING AREAS EXCLUDING DRIVE AISLES SHALL BE PLANTED WITH DROUGHT-TOLERANT PERENNIALS, EVERGREEN AND DECIDUOUS TREES. (CANOPY OF TREES WITH 15 YEARS OF AGE)



**HUNTER LANDSCAPE**  
 711 FEE ANA STREET  
 PLACENTIA, CA 92870  
 714.986.2400  
 FAX 714.986.2408

Riverside, California

**People's Riverside La Cadena**

19-096  
 12/17/19  
 01:28:21



**PLANNING COMMISSION  
MINUTE ORDER  
FEBRUARY 3, 2021**

**I. AGENDA ITEM 3.2**

**CHANGE OF ZONE NO. 1900029, CONDITIONAL USE PERMIT NO. 190016, and DEVELOPMENT AGREEMENT NO. 1900009 – 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) – CEQ190088 – Applicant: People's Riverside, LLC – Second Supervisorial District – North Riverside District – Highgrove Area Plan: Light Industrial: (LI) (0.25 – 0.60 FAR) – Location: Northerly of Kluk Lane, and westerly of La Cadena Drive – 0.37 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Change of Zone No. 1900029 is a proposal to change the existing zoning classification for the subject site from General Commercial (C-1/C-P) to Manufacturing – Service Commercial (M-SC). Conditional Use Permit No. 190016 is a proposal for a retail cannabis business with delivery within an existing 4,400 sq. ft., two-story building on a 0.37-acre lot with parking and landscaping. Development Agreement No. 1900009 (DA No. 1900009) sets forth the terms and conditions under which the Commercial Cannabis Activity of CUP190016 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. APN: 246-110-003. Continued from January 20, 2021.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal: Steve Jones, Principal Planner  
Project Planner: Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@rivco.org).

Spoke in favor:

Amy Mason, Applicant's Representative, 310-254-6407

Deron Colby, Applicant's Representative, 949-633-8965

Bernard Steimann, Applicant's Representative, 714-585-3969

No one spoke in opposition or in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

None.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Closed

Motion by Commissioner Leonard, 2<sup>nd</sup> by Commissioner Sanchez

By a vote of 4-0 (Commissioner Kroencke Absent)

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

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

**TENTATIVELY** Approve Change of Zone No. 1900029; and,

**TENTATIVELY** Approve Development Agreement No. 1900009; and,

**APPROVE** Conditional Use Permit No. 190016, subject to the conditions of approval.



**PLANNING COMMISSION  
MINUTE ORDER  
FEBRUARY 3, 2021**

**I. AGENDA ITEM 4.1**

**SUBSTANTIAL CONFORMANCE NO. 3 to SPECIFIC PLAN NO. 260, CHANGE OF ZONE NO. 2000027, TENTATIVE PARCEL MAP NO. 37787, and PLOT PLAN NO. 190035 – Intent to Adopt a Mitigated Negative Declaration** – CEQ190162 – Applicant: Strat Property Management, Inc. – Engineer/Representative: Stevenson, Porto, & Pierce, Inc. – Third Supervisorial District – Homeland Area Zoning District – Harvest Valley/Winchester Area Plan: Community Development: Business Park (CD-BP) – Location: Northerly of Tecolote Road, southerly of Triple Crown Road, easterly of Sultanas Road, and westerly of Branson Lane – 18.67 Gross Acres – Zoning: Specific Plan (SP260 Menifee North – PA43).

**II. PROJECT DESCRIPTION:**

**Substantial Conformance No. 3 to Specific Plan No. 260**, proposes to incorporate revisions to the Specific Plan zoning ordinance into the Specific Plan text in regards to permitted uses and development standards. These will include, reducing the side yard setback adjacent to residential from 50 feet to 20 feet and removing wording from "Trailer, recreational vehicle, and boat storage within an enclosed building." to Covered trailer, recreational vehicle, and boat storage." **Change of Zone No. 2000027**, proposes to modify the Specific Plan zoning ordinance to modify the permitted use and development standards of Planning Area 43 and to establish the legal boundaries of Planning Area 43 within Specific Plan No. 260 (Menifee North). **Tentative Parcel Map No. 37787 (TPM37787)** proposes a Schedule "E" subdivision of one (1) 20.06 gross acre parcel into two (2) parcels. Parcel 1 is proposed to be comprised of approximately 11.07 gross acres and Parcel 2 comprised of approximately 8.99 gross acres. **Plot Plan No. 190035 (PPT190035)** proposes an R.V. storage facility consisting of 225 covered R.V. storage spaces and a proposed water basin. (Parcel 2) The storage facility will provide storage for RV's, travel trailers, boats, and occasionally personal vehicles. Access into the facility will be provided with a secured gated entry system and will be opened from 6:00 a.m. to 10:00 p.m., Monday through Sunday. APN: 457-350-027.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

Project Planner: Deborah Bradford at (951) 955-6646 or email at [dbradfor@rivco.org](mailto:dbradfor@rivco.org).

Spoke in favor:

Henry Lozano, Applicant's Representative, 714-490-1514

Phil Martin, Applicant's Representative, 649-318-9287

Donald Clauson, Applicant, 619-318-9287

No one spoke in opposition or in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

None.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Closed

Motion by Commissioner Thornhill, 2<sup>nd</sup> by Commissioner Leonard

By a vote of 4-0 (Commissioner Kroencke Absent)

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

**ADOPT** a Mitigated Negative Declaration for Environmental Assessment No. CEQ190162; and,

**APPROVE** Specific Plan No. 260 Substantial Conformance No. 3; and,

**TENTATIVELY** Approve Change of Zone No. 2000027; and,

**APPROVE** Tentative Parcel Map No. 37787; and,

**APPROVE** Plot Plan No. 190035, subject to the conditions of approval as modified at hearing.

# THE PRESS-ENTERPRISE

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

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

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice of Adoption - Ordinance No. 348.4957 /

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:

**04/22/2021**

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

Date: April 22, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011456506-01

P.O. Number:

Ad Copy:

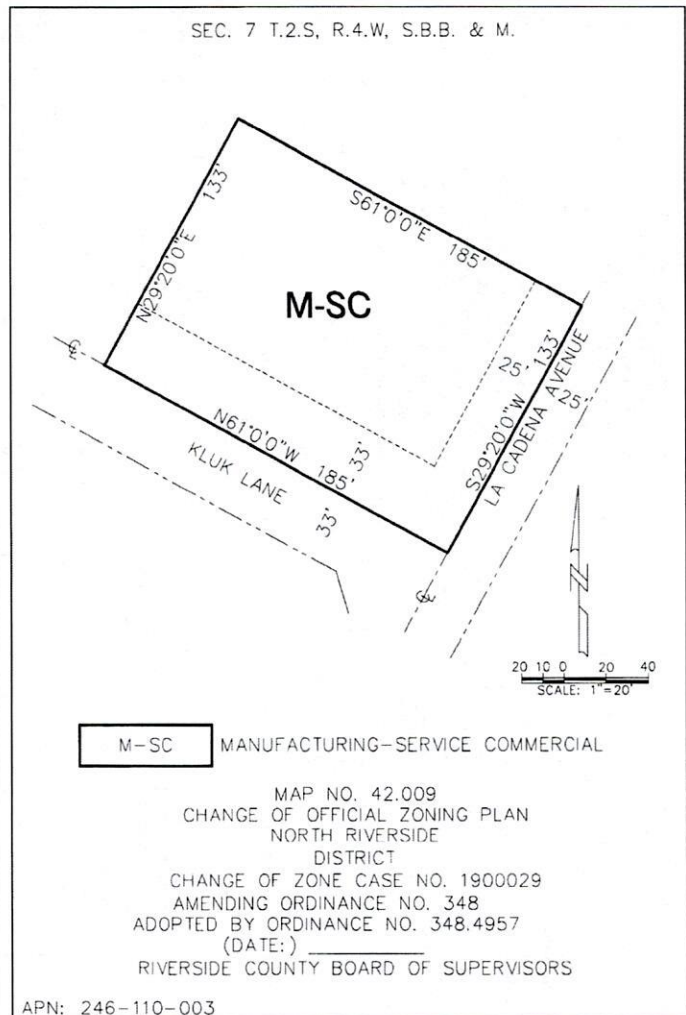
BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

**ORDINANCE NO. 348.4957  
AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
AMENDING ORDINANCE NO. 348 RELATING TO ZONING**

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

Section 1. Section 4.1 of Ordinance No. 348, and North Riverside District Zoning Plan Map No. 41, as amended, are further amended by placing in effect in the zone or zones as shown on the map entitled "Change of Official Zoning Plan, North Riverside District, Map No. 41.009, Change of Zone Case No. 1900029," which map is made a part of this ordinance.

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



K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on April 13, 2021 the foregoing Ordinance consisting of two (2) sections was adopted by said Board by the following vote:

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

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

Press-Enterprise: 4/22

TCMA / Planning  
Item No. 21.2  
of 04/13/21



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

**KECIA R. HARPER**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

April 16, 2021

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

E-MAIL: [legals@pe.com](mailto:legals@pe.com)  
FAX: 951-368-9018

RE: ADOPTION OF ORDINANCE NO. 348.4957

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Thursday, April 22, 2021**.

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Hannah Lumanauw*

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



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

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

(Insert Exhibit)

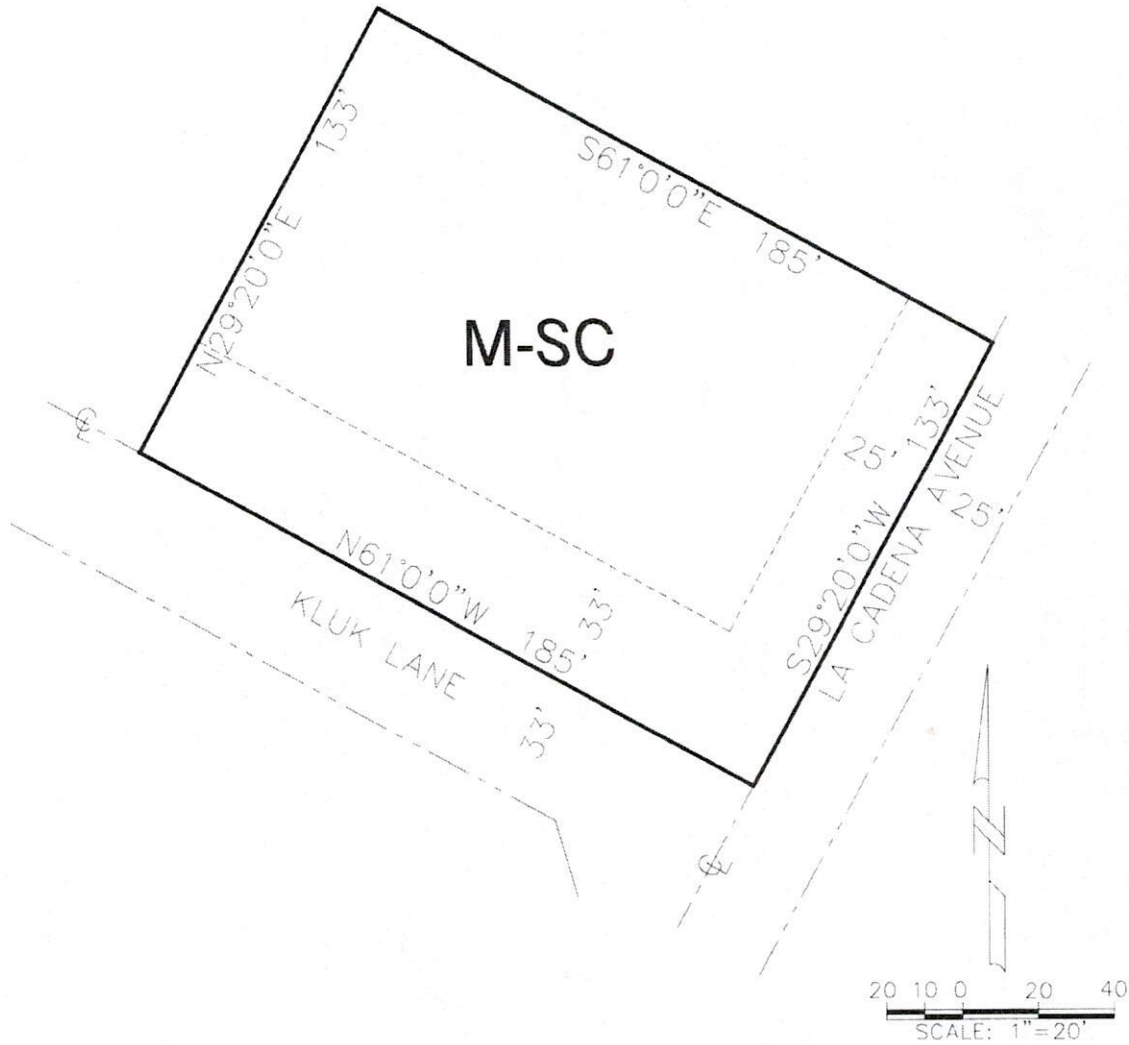
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NAYS: None  
ABSENT: None

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

SEC. 7 T.2.S, R.4.W, S.B.B. & M.



M-SC

MANUFACTURING-SERVICE COMMERCIAL

MAP NO. 42.009  
CHANGE OF OFFICIAL ZONING PLAN  
NORTH RIVERSIDE  
DISTRICT  
CHANGE OF ZONE CASE NO. 1900029  
AMENDING ORDINANCE NO. 348  
ADOPTED BY ORDINANCE NO. 348.4957  
(DATE: ) \_\_\_\_\_  
RIVERSIDE COUNTY BOARD OF SUPERVISORS

APN: 246-110-003