

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



ITEM: 21.1
(ID # 15282)

MEETING DATE:

Tuesday, August 17, 2021

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190034, Ordinance No. 664.83, and Development Agreement No. 1900022 – CEQA EXEMPT – Applicant: EEL – Riverside County, LLC – Fourth Supervisorial District – Thousand Palms Zoning District – Western Coachella Valley Area Plan: Community Development: Light Industrial (CD:LI) (0.25 – 0.60 FAR) – Location: North of Adelaid St, East of Front St, and South of Northshore St – 0.64 Acres – Zoning: Industrial Park (I-P) – REQUEST: Conditional Use Permit No. 190034 is a proposal to redevelop a portion of an existing 7,734 square foot building to be used as a cannabis retail storefront with office space for the cannabis business which will occupy 1,792 square feet of the entire building. Development Agreement No. 1900022 & Ordinance No. 664.83 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900022 and Conditional Use Permit No. 190034 and will provide community benefits to the Thousand Palms Area. – APN: 650-360-021. District 4. [Applicant Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION:Policy


John Hildebrand, Planning Director 8/19/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Ordinance 664.83 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 17, 2021
xc: Planning, COB

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. **APPROVE Conditional Use Permit No. 190034**, subject to the attached Advisory Notification Document, Conditions of Approval, based upon the findings and conclusions provided in the staff report; and subject to adoption of Ordinance No. 664.83; and
3. **INTRODUCE, READ TITLE, WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.83** an Ordinance of the County of Riverside approving Development Agreement No. 1900022, based upon the findings in the staff report.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: 100% Applicant Funded			Budget Adjustment: N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

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

On May 19, 2020, the Board of Supervisors approved the second year of the Cannabis Regulatory Program, allowing interested parties to directly submit applications for Conditional Use Permits that will be evaluated through the environmental and public review and hearing process on a case-by-case basis. The application for Conditional Use Permit No. 190034 and Development Agreement No. 1900022 were submitted on October 15, 2019.

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Project Details

Conditional Use Permit No. 190034 is a proposal for renovation of an existing 7,734 square foot building as a Cannabis Storefront Retailer in the Thousand Palms area. The proposal for a retail cannabis business with office space related to cannabis business and shall only occupy 1,792 square feet of the entire building, the remaining portion of the building is not a part of the project and shall have a separate tenant. The existing building will be redeveloped and shall include interior tenant improvements to the building and the addition of signage to the exterior of the building.

The proposed Cannabis Retail Store would operate between the hours of 6 AM to 11 PM but would only be open to the public between the hours of 11 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.K. In addition, the cannabis retail business shall have mobile deliveries which shall operate between the allowed hours of 11 AM to 10 PM. The parking ratio of 1 space/200 square feet of gross floor area equals 9 parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 9 parking space requirement as the parcel for the proposed project is located on current accommodates sixteen (16) parking spaces. As such, there is no need for additional parking spaces and the existing parking striping shall remain the same. One (1) ADA parking space is included in the 16 provided spaces, meeting the requirement of 1 ADA accessible space set forth in Section 18.12.C of Ordinance No. 348.

General Plan Consistency

The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Light Industrial (LI). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of 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 Light Industrial (LI) land use designation provides for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. The project is consistent with the Community Development General Plan Foundation Component and Light Industrial Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

The project site is zoned Industrial Park (I-P). Pursuant to Ordinance No. 348, Section 19.518, Cannabis Retailers are allowed in the I-P zone with an approved conditional use permit. The

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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 I-P zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, setbacks, and parking requirements.

Continued Item

Planning staff requested for this project to be continued during the Planning Commission hearing on March 24, 2021 as the 4th District Supervisorial Office asked for the project applicants to make a presentation to the Thousand Palms Community Council. The applicants held a special meeting with the Thousand Palms Community Council on April 8, 2021 and presented the project to those in attendance. Any changes shall be included in a memo to the Planning Commission to be attached to this staff report.

Development Agreement

The applicant has proposed entering into the attached Development Agreement No. 1900022 (DA) with the County for the Project. The DA is consistent with the General Plan and with Board Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the Project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years (with the option for a 5-year extension subject to mutual approval) and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Development Agreement No. 1900022 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 \$28,672.00, 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.

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- 3) An annual Additional Public Benefit payment of \$75,000.00, with an annual increase of 3% for Development Agreement No. 1900022. This payment shall be held by TLMA in an account specifically for the Thousand Palms 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. 664.83, an Ordinance of the County of Riverside Approving Development Agreement No. 1900022, incorporates by reference DA No. 1900022 consistent with Government Code section 65867.5.

Development Agreement No. 1900022 and Conditional Use Permit No. 190034 were submitted to the County of Riverside on October 15, 2019.

On April 21, 2021, the Planning Commission voted 5-0 in favor of recommending approval to the Board of Supervisors.

Impact on Residents and Businesses

The impacts of this project have been evaluated through the environmental review and public hearing process by the Planning Department and at the Planning Commission Hearing.

SUPPLEMENTAL:

Additional Fiscal Information

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

ATTACHMENTS:

- A. **PLANNING COMMISSION MINUTES, MEMO, AND STAFF REPORT (WITH AND/COA/EXHIBITS)**
- B. **ORDINANCE NO. 664.83**
- C. **DEVELOPMENT AGREEMENT NO. 1900022**
- D. **NOTICE OF EXEMPTION**


Jason Farin, Principal Management Analyst 8/10/2021


Gregory L. Priamos, Director County Counsel 8/4/2021



RIVERSIDE COUNTY
PLANNING DEPARTMENT

COPY

Charissa Leach, P.E.
Interim TLMA Director

NOTICE OF EXEMPTION

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

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

38686 El Cerrito Road
Palm Desert, CA 92201

Project Title/Case No.: Conditional Use Permit No. 190034 (CUP190034)/Development Agreement No. 1900022 (DA1900022)

Project Location: The project is located north of Adelaid St, east of Front St, and south of Northshore St. The project is located in the Western Coachella Valley Area Plan and is located in the Thousand Palms District.

Project Description: Conditional Use Permit No. 190034 (CUP190034) proposes to use an existing building as a storefront for a cannabis retailer with office space related to cannabis business, which shall only occupy 1,792 square feet of the entire building that is 7,734 square feet. In addition, the cannabis retailer will provide mobile delivery services which shall operate between the allowed hours of 11 AM to 10 PM. Development Agreement No. 1900022 (DA1900022) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190034 and this development agreement, and provides community benefits to the Thousand Palms Area.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: EEL – Riverside County, LLC, c/o Elliot Lewis, 1900 Main Street #500, Irvine, CA 92614

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 (Sec. 15301, Sec. 15061(b)(3))
- Statutory Exemption (_____)
- Other: _____

NOTICE OF EXEMPTION

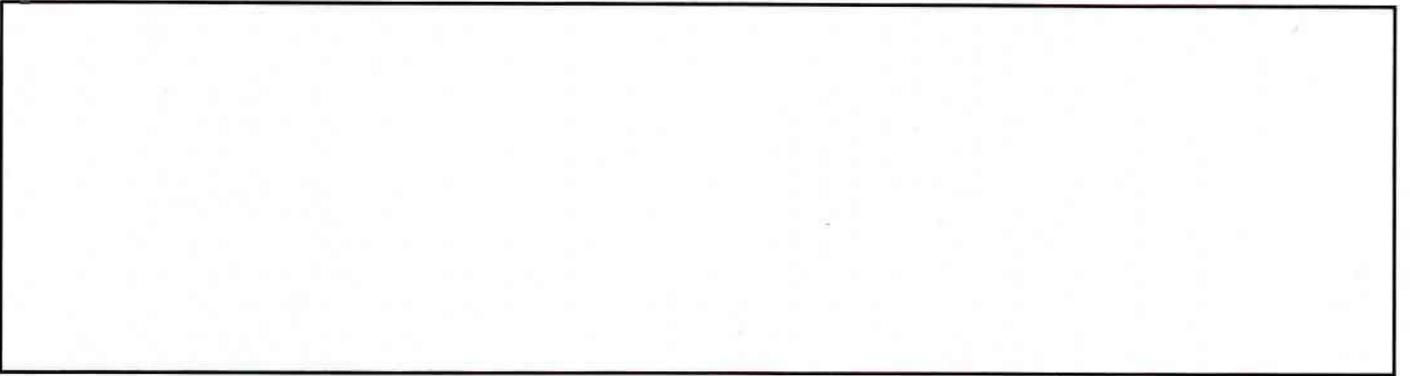
Reasons why project is exempt: This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities). This exemption specifically provides that "the key consideration is whether the project involves negligible or no expansion of use" and examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP190034 shall include renovation of an existing 7,734 square foot building used for commercial purposes to be used as a Cannabis retail storefront, the proposed use shall only occupy 1,792 square feet of the existing building, with the remaining area not included as part of the proposed project and to be partitioned off and separated from the actual project space. Under this categorical exemption, the interior and exterior alterations including the interior partitions and exterior signage are included.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

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 provides: 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 the renovation of an existing 7,734 square foot structure. 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) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will 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 already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

<i>County Contact Person</i>	<i>Phone Number</i>	
Signature	Title	Date

Date Received for Filing and Posting at OPR: _____





**PLANNING COMMISSION
MINUTE ORDER
APRIL 21, 2021**

I. AGENDA ITEM 3.1

CONDITIONAL USE PERMIT NO. 190034 and DEVELOPMENT AGREEMENT NO. 1900022 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – Applicant: EEL – Riverside County, LLC – Fourth Supervisorial District – Thousand Palms Zoning District – Western Coachella Valley Area Plan: Community Development: Light Industrial (CD-LI) (0.25 – 0.60 FAR) – Location: Northerly of Adelaid Street, easterly of Front Street, and southerly of Northshore Street – 0.64 Acres – Zoning: Industrial Park (I-P).

II. PROJECT DESCRIPTION:

Development Agreement No. 1900022 would impose a lifespan on the proposed cannabis project and provide community benefit to the Thousand Palms District. Conditional Use Permit No. 190034 proposes to use an existing 7,734 sq. ft. building as a storefront for a retail cannabis business with office space related to cannabis business and shall only occupy 1,792 sq. ft. of the entire building. APN: 650-360-021. Continued from March 24, 2021.

III. MEETING SUMMARY:

The following staff presented the subject proposal:

Project Planner: Gabriel Villalobos at (951) 955-6184 or email at gvillalo@rivco.org.

Spoke in favor:

Damian Martin, Applicant's Representative, 757-652-0460

No one spoke in opposition or in a neutral position.

IV. CONTROVERSIAL ISSUES:

None.

V. PLANNING COMMISSION ACTION:

Public Comments: Closed

Motion by Commissioner Shaffer, 2nd by Commissioner Thornhill

By a vote of 5-0

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

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

TENTATIVELY Approve Development Agreement No. 1900022; and,

APPROVE Conditional Use Permit No. 190034, subject to the conditionals of approval.



John Hildebrand
Planning Director

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Memorandum

DATE: March 24, 2021
TO: Riverside County Planning Commission
FROM: Gabriel Villalobos, Project Planner
RE: Item 4.6 – Conditional Use Permit No. 190034, Development Agreement No. 1900022

Planning staff is requesting that agenda item #4.6 be continued to April 21, 2021 to give the applicant time for additional community outreach.

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

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



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

3. 1

Planning Commission Hearing: April 21, 2021

PROPOSED PROJECT

Case Number(s):	CUP190034 & DA1900022	Applicant(s):	
CEQA Exempt	Section 15301 & Section 15061(b)(3)	EEL – Riverside County, LLC	
Area Plan:	Western Coachella Valley	Representative(s):	
Zoning Area/District:	Thousand Palms District	Elliot Lewis	
Supervisory District:	Fourth District		
Project Planner:	Gabriel Villalobos		
Project APN(s):	650-360-021	John Hildebrand	
Continued From:	March 24, 2021	Planning Director	

PROJECT DESCRIPTION AND LOCATION

Conditional Use Permit No. 190034 (CUP190034) proposes to use an existing building as a storefront for a cannabis retailer with office space related to cannabis business, which shall only occupy 1,792 square feet of the entire building that is 7,734 square feet. In addition, the cannabis retailer will provide mobile delivery services which shall operate between the allowed hours of 11 AM to 10 PM.

Development Agreement No. 1900022 (DA1900022) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190034 and this development agreement, and provides community benefits to the Thousand Palms Area.

The project is located north of Adelaide St, east of Front St, and south of Northshore St.

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 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption), based on the findings and conclusions in the staff report; and,

TENTATIVELY APPROVE Development Agreement No. 1900022, 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. 190034, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance by the Board of Supervisors.

PROJECT DATA

Land Use and Zoning:

Existing General Plan Foundation Component:	Community Development
Existing General Plan Land Use Designation:	Light Industrial (LI)
Surrounding General Plan Land Uses	
North:	Light Industrial (LI)
East:	Light Industrial (LI)
South:	Light Industrial (LI)
West:	Light Industrial (LI)
Existing Zoning Classification:	Industrial Park (I-P)
Surrounding Zoning Classifications	
North:	Industrial Park (I-P)
East:	Industrial Park (I-P)
South:	Industrial Park (I-P)
West:	Industrial Park (I-P)
Existing Use:	Commercial
Surrounding Uses	
North:	Commercial
South:	Vacant
East:	Commercial
West:	Vacant

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.64 acres	N/A
Existing Building Area (SQFT):	7,734 sq. ft.	N/A
Tenant Building Area (SQFT):	1,792 sq. ft.	N/A
Floor Area Ratio:	0.12 FAR	0.20 – 0.35 FAR
Building Height (FT):	19'-6"	50' max height

Parking:

Type of Use	Building Area (In SF)	Parking Ratio	Spaces Required	Spaces Provided
Cannabis Retailer	1,792	1 space/200 sq.ft. of gross floor area	9	16
TOTAL:	1,792		9	16

Located Within:

City's Sphere of Influence:	Yes – Cathedral City
Community Service Area ("CSA"):	Yes – CSA #152
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Moderate
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	No
Mount Palomar Observatory Lighting Zone:	Yes – Zone B
WRMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background:

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

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

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Project Details

The proposal is for the renovation of an existing 7,734 square foot building as a Cannabis Storefront Retailer in the Thousand Palms area. The proposal for a retail cannabis business with office space related to cannabis business and shall only occupy 1,792 square feet of the entire building, the remaining portion of the building is not a part of the project and shall have a separate tenant. The existing building will be redeveloped and shall include interior tenant improvements to the building and the addition of signage to the exterior of the building.

The proposed Cannabis Retail Store would operate between the hours of 6 AM to 11 PM but would only be open to the public between the hours of 11 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. In addition, the cannabis retail business shall have mobile deliveries which shall operate between the allowed hours of 11 AM to 10 PM. The parking ratio of 1 space/200 square feet of gross floor area equals 9 parking spaces as a requirement for the proposed Cannabis Retail Facility. The proposed number of spaces provided meets the 9 parking space requirement as the parcel the proposed project is located on current accommodates sixteen (16) parking spaces. As such, there is no need for additional parking spaces and the existing parking striping shall remain the same. One (1) ADA parking space is included in the 16 provided spaces, meeting the requirement of 1 ADA accessible space set forth in Section 18.12.C of Ordinance No. 348.

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The project site has a General Plan Foundation Component of Community Development (CD) and a Land Use Designation of Light Industrial (LI). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of 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.

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

Continued Item

Planning staff requested for this project to be continued during the Planning Commission hearing on March 24, 2021 as the 4th District Supervisorial Office asked for the project applicants to make a presentation to the Thousand Palms Community Council. The applicants held a special meeting with the Thousand Palms Community Council on April 8, 2021 and presented the project to those in attendance. Any changes shall be included in a memo to the Planning Commission to be attached to this staff report.

The applications for Development Agreement No. 1900022 and Conditional Use Permit No. 190034 were submitted to the County of Riverside on October 15, 2019.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities). This exemption specifically provides that “the key consideration is whether the project involves negligible or no expansion of use” and examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP190034 shall include renovation of an existing 7,734 square foot building used for commercial purposes to be used as a Cannabis retail storefront, the proposed use shall only occupy 1,792 square feet of the existing building, with the remaining area not included as part of the proposed project and to be partitioned off and separated from the actual project space. Under this categorical exemption, the interior and exterior alterations including the interior partitions and exterior signage are included.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste,

particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

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 provides: 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 the renovation of an existing 7,734 square foot structure. 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) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will 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 already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

FINDINGS AND CONCLUSIONS

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

Land Use Findings:

1. The project site has a General Plan Land Use Designation of Light Industrial (LI). The proposed project is consistent with the land use designation as the project meets the Light Industrial floor area ratio (FAR) requirement of 0.25 to 0.60 FAR. The project will redevelop an existing 7,734 square foot building on a 0.64 acre or 27,878 square foot parcel, which equals a FAR of approximately 0.27. In addition, the Light Industrial land use designation provides for the emphasis on commercial/industrial general uses including supporting retail uses such as a cannabis retailer. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of 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 the project would provide community services and job

opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses

2. The project site has a Zoning Classification of Industrial Park (I-P), which is consistent with the Riverside County General Plan, including the applicable Foundation Component and Land Use Designation identified above. The proposed use of a storefront cannabis retail facility is allowed within the I-P zone per Section 19.518.A.2 of Ordinance No. 348.
3. The proposed use, a Cannabis Retailer, is consistent with Ordinance No. 348 (Land Use) and is allowed within the Industrial Park (I-P) Zoning Classification, subject to Conditional Use Permit approval.
4. The uses surrounding the project site are primarily composed of industrial/commercial uses with some vacant parcels to the west and south. In addition, the parcels surrounding the project site are zoned Industrial Park (I-P). As such, the project use is compatible with the surrounding uses as it meets the minimum development standards as defined through Ordinance No. 348.

Conditional Use Permit Findings:

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community since the project has been reviewed by County departments specifically for these concerns and has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Based on the findings included in this staff report and with compliance with the conditions set forth in 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 located on a parcel that supports the proposed development while being consistent with both the General Plan and zoning ordinance. The site is located adjacent to other properties which are designated Light Industrial (LI) to the north, south, east and west which allows for a wide variety of industrial and related uses, including supporting retail uses. The proposed use, a cannabis retailer, would provide community benefits and retail services for the surrounding community. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
3. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Under the current CUP application, this requirement does not apply as there are no additional structures being proposed, as such no condition is required.

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 these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 of the Advisory Notification Document address odors, hours of operation and security, and other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, a standard condition of approval or requirement of the Advisory Notification Document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access in accordance with applicable Fire Code standards. These requirements include the following:
 - a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
 - b) 24-hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
 - c) A professionally installed, maintained, and monitored alarm system.
 - d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
 - e) 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the County upon request.
 - f) Sensors shall be installed to detect entry and exit from all secure areas.
 - g) Panic buttons shall be installed in all Commercial Cannabis Activities.
 - h) Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
 - i) Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.

- j) 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.
- k) A Commercial Cannabis 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.
- l) The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sherriff'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.
- m) 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.
- n) Cannabis or Cannabis Products shall not be stored outside at any time.

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

Cannabis Retailer Minimum Standards:

General Location

1. *Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of Ordinance No. 348. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. No 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. *Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County*

Geographic Information Systems and as of the writing of this staff report, no other Cannabis Retailer has been identified within the buffer area.

3. *Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility.* 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. *Cannabis Retailers shall not be located on a lot containing a residential dwelling unit.* 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.

Setbacks

5. *All Cannabis Retailers shall comply with the setback standards for the zone classification they are located in, except when adjacent to a residential zone where the minimum setback from the residentially zoned lot lines shall be 40 feet.* The project is located within the Industrial Park (I-P) zone which states a minimum 25 foot setback shall be required on any street, in addition to, 10 feet for the two side yards combined, a minimum setback of 15 feet for the rear yard and a minimum 50 foot setback on any boundary adjacent to a residentially or commercially zoned parcel. This project meets the requirements as the existing building is setback 25 feet from the nearest street, has a minimum side yard setback of 15 feet, and a rear yard setback of 35 feet. In addition, the project is not located adjacent to any residentially or commercially zoned parcels.
6. *Setbacks may be modified with an approved setback adjustment in accordance with Section 18.33 of this ordinance. In no case, shall a setback be less than setbacks required by the State of California Bureau of Cannabis Control, California Building Code or Ordinance No. 457.* No modifications are required for this project, as such, this requirement is not applicable.

Mobile Deliveries

7. *Cannabis Retailers with an approved conditional use permit may provide deliveries of Cannabis Products consistent with State law.* The proposed project shall include deliveries and shall operate between the allowed hours of 11 AM to 10 PM.

Retail Operational Requirements

1. 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-All. 1 – Cannabis Retail Operations – 1)

- B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 7 – Cannabis Retail Operations – 2)*
- C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 8 – 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-All. 9 – Cannabis Retail Operations – 4)*
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 10 – Cannabis Retail Operations – 5)*
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 11 – 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. (Advisory Notification Document Planning-All. 12 – Cannabis Retail Operations – 7)*
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 13 – 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-All. 14 – Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 2 – Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned that 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. (Advisory Notification Document Planning-All. 3 – Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 4 – Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 5 – Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 6 – 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. (Advisory Notification Document Planning. 2 - General - B. State License Required)
- 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 Planning.16 - General - O. Permit and License Posting, and Planning.11 – 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.

Industrial Park (I-P) Zone Development Standards Findings:

1. The development standards of the I-P Zoning Classification are as follows:
 - a. *The minimum lot size shall be 20,000 square feet with a minimum average lot width of 100 feet.* The project meets this requirement as the lot size listed is 27,878 square feet with a lot width of 128 feet.
 - b. *The maximum height of all structures, including buildings, shall be 35 feet at the yard setback line. Any portion of a structure that exceeds 35 feet in height shall be set back from each yard setback line not less than two feet for each one foot in height that is in excess of 35 feet. All buildings and structures shall not exceed 50 feet in height, unless a height up to 75 feet for buildings, or 105 feet for other structures is specifically permitted under the provisions of Section 18.34, of Ordinance No. 348.* The project meets this requirement as the height of the existing building is listed at 24 feet, as such, no additional setbacks are required as the building is below the height requirement.
 - c. *A minimum 15 percent of the site shall be landscaped and automatic irrigation shall be installed.* The project meets this requirement as the total area of landscape is listed as 5,328 square feet of a 27,878 square foot parcel which equals a 19 percent landscape coverage for the project site.
 - d. *A minimum 25 foot setback shall be required on any street. A minimum ten-foot strip adjacent to the street line shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular accessways. The remainder of the setback may be used for off-street automobile parking, driveways or landscaping.* The project meets this requirement as the minimum setback from the nearest street is listed as 25 feet. In addition, the lot line at the street is also landscaped with a minimum width of 10 feet.
 - e. *The minimum side yard setback shall equal not less than ten feet for the two side lot areas combined.* The project meets this requirement as the minimum side yard setback is listed as 15 feet on the eastern portion of the lot.
 - f. *The minimum rear yard setback shall be 15 feet.* The project meets this requirement as the rear yard setback is listed as 35 feet.
 - g. *A minimum 50 foot setback shall be required on any boundary where the industrial property abuts a residential or commercially zoned property. A minimum of 20 feet of the setback shall be landscaped, unless a tree screen is approved, in which case the setback area may be used for automobile parking, driveways, or landscaping. Block walls or other fencing may be*

required. The project meets this requirement as the project site is not located adjacent to any residentially or commercially zoned properties as all adjacent properties are zoned Industrial Park (I-P).

- h. *Parking, loading, trash, and services areas shall be screened by structures or landscaping. They shall be located in such a manner as to minimize noise or odor nuisance. Block walls or other fencing may be required.* The project meets this requirement as the trash bins are located within an enclosure on the project site and are located away from the entrance of any building in the area.
- i. *Outside storage shall be screened with structures or landscaping. Landscaping shall be placed in a manner adjacent to the exterior boundaries of the area so that materials stored are screened from view. If a non-screened exhibit of products is proposed, it shall be part of the industrial park plot plan and shall be set back at least ten feet from the street line.* This requirement does not apply for the project as there is no outside storage proposed for the project.
- j. *Automobile parking shall be provided as required by Section 18.12 of Ordinance No. 348.* This project meets this requirement as the project adheres to the parking requirement of 1 space per 200 square feet of gross floor area for Cannabis Retailers. The proposed project square footage is listed as 1,792 square feet which equals a parking requirement of 9 spaces. The project includes a total of 16 spaces with one of those spaces ADA accessible.
- k. *All new utilities shall be underground.* This requirement is not applicable as the project site is already developed and no new utilities are proposed.
- l. *All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet.* The project meets this requirement as the building is already existing and has a parapet that screens any roof mounted equipment currently on top of the building.
- m. *All signs shall be in conformance with Article XIX of Ordinance No. 348.* The project meets this requirement as the proposed building signage does not exceed ten percent of the surface area of the wall it shall be painted on and is not illuminated in any way.
- n. *All lighting, including spotlights, floodlights, electrical reflectors and other means of illumination for signs, structures, landscaping, parking, loading, unloading and similar areas shall be focused, directed, and arranged to prevent glare or direct illumination on streets or adjoining property.* The project meets this requirement as all lighting shall be shielded and directed down into the project site to not spill light into surrounding properties.

Other Findings:

1. The project site is not located within a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan.
2. The project site is located within the **Cathedral City** Sphere of Influence. This project was provided to **Cathedral City** for review and comment. No comments were received either in favor or opposition of the project.

3. The project site is not located within an Airport Influence Area ("AIA") boundary and is therefore not subject to the Airport Land Use Commission ("ALUC") review.
4. The project is exempt from CEQA and therefore is not subject to AB 52 tribal consultation.
5. The project site is located within Zone B of the Mount Palomar Observatory Lighting Zone boundary, as identified by Ordinance No. 655 (Mt. Palomar). The project is required to comply with all lighting standards specified within Ordinance No. 655, pursuant to Zone B.
6. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP").

Fire Findings:

The project site is not located within a Cal Fire State Responsibility Area ("SRA") or a Local Responsibility Area ("LRA") and is also not located within a high or moderate hazard severity zone.

Development Agreement:

The applicant has proposed entering into the attached draft Development Agreement No. 1900022 (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 I-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities, complies with the minimum standard requirements and will not be detrimental to the public health, safety or general welfare. Additionally, the project complies with all applicable requirements of State law and ordinances of Riverside County.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper on March 14th. 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

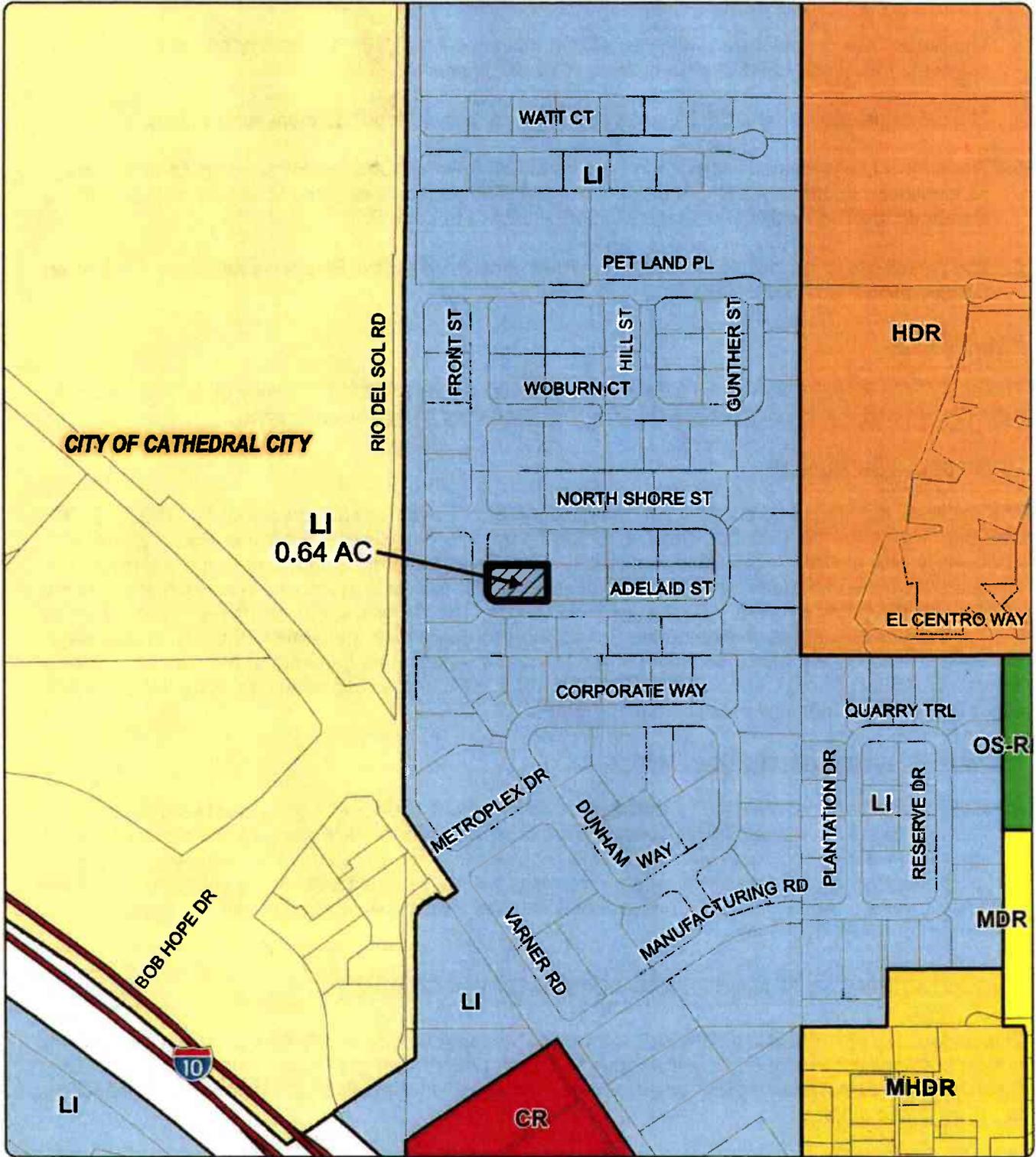
CUP190034 DA1900022

EXISTING GENERAL PLAN

Date Drawn: 02/05/2021

Exhibit 5

Supervisor: Perez
District 4



Zoning Dist: Thousand Palms

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)955-3300 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.ctsima.net>

RIVERSIDE COUNTY PLANNING DEPARTMENT

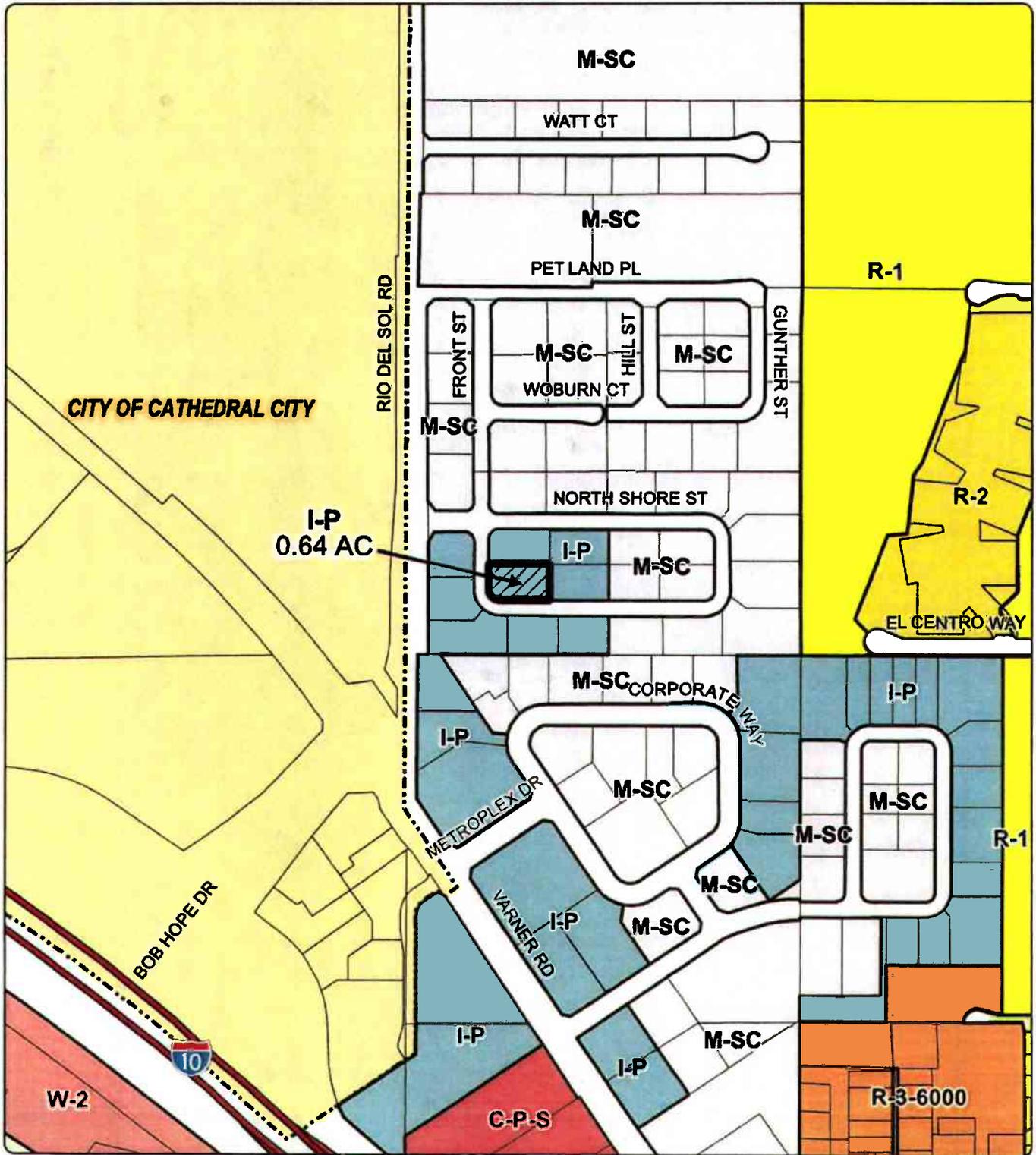
CUP190034 DA1900022

Date Drawn: 02/05/2021

Supervisor: Perez
District 4

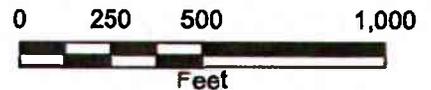
EXISTING ZONING

Exhibit 2



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen

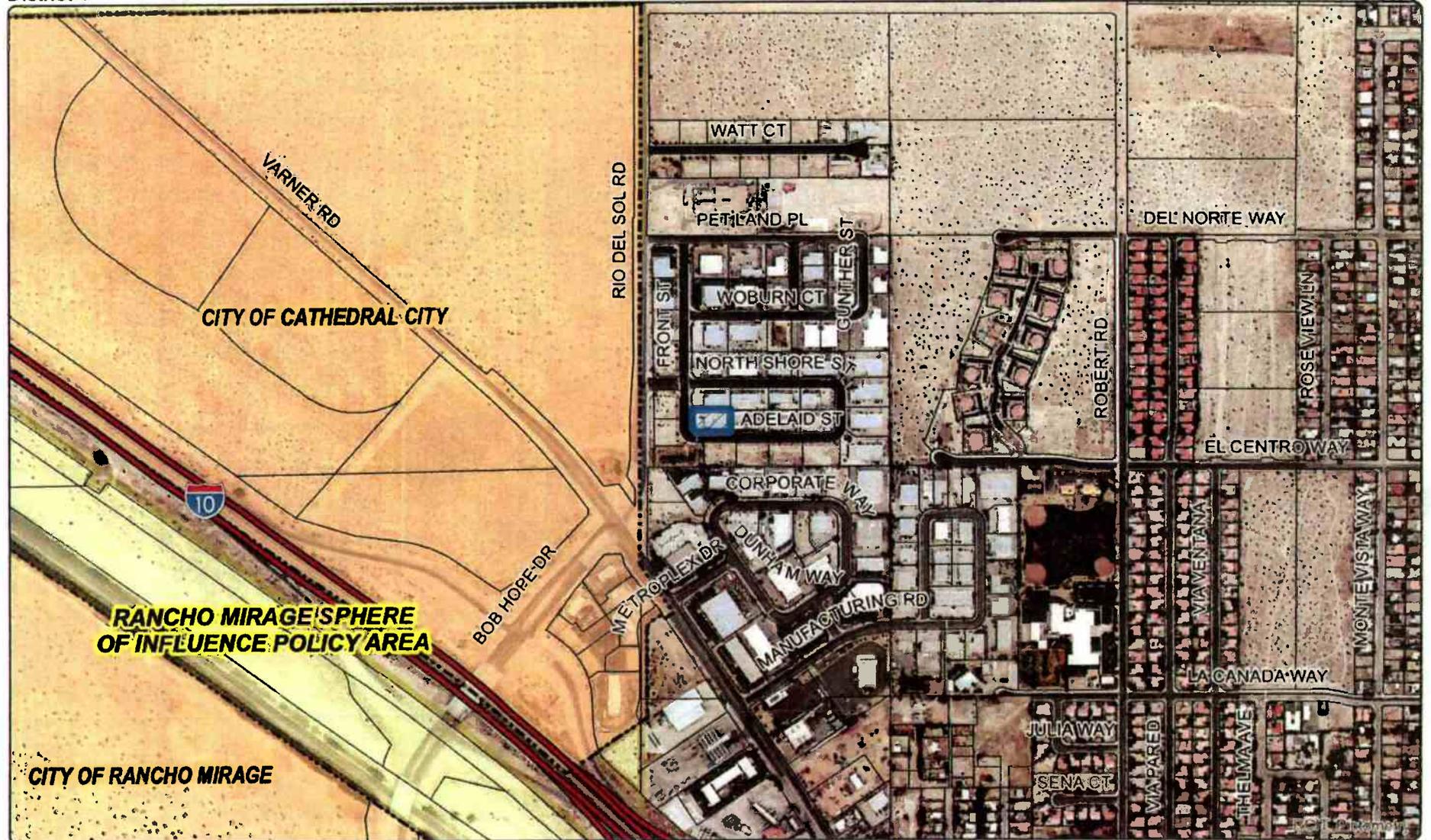


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RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP190034 DA1900022
VICINITY/POLICY AREAS

Supervisor: Perez
 District 4

Date Drawn: 02/05/2021
 Vicinity Map



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen



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3.11
SHEET:



ARCHITECT'S APPROVAL:
DATE: 10/10/18
PROJECT: 20180004.1

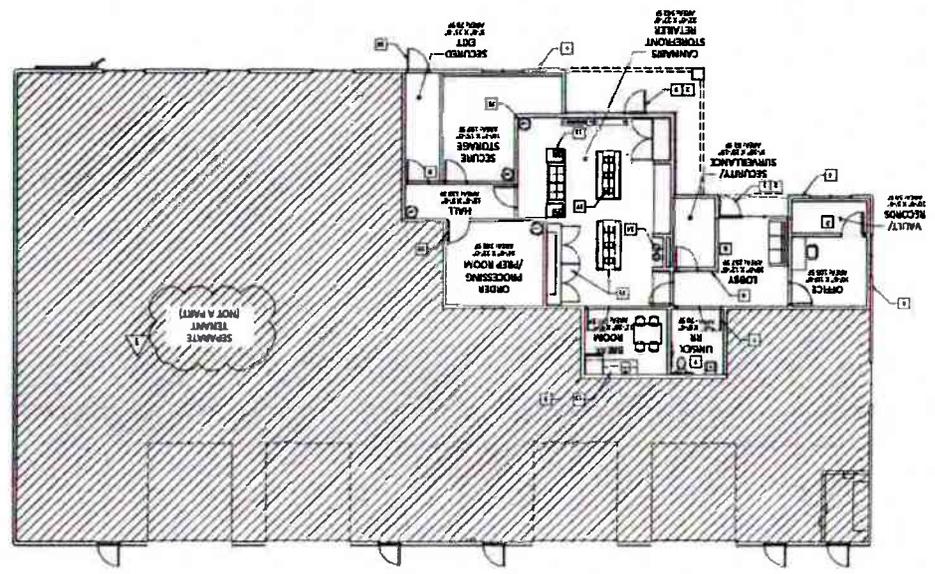
NEW CONDITIONAL USE PERMIT FOR:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
(CANNABIS STOREFRONT RETAILER)
73064 ADELAID STREET
THOUSAND PALMS, CA 92276

CLIENT:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
73064 ADELAID STREET
THOUSAND PALMS, CA 92276

PROJECT: 20180004.1
DATE: 10/10/18
PROJECT: 20180004.1



PROJECT - FLOOR PLAN 1



KEYNOTE LEGEND

1	REMOVE & REPLACE EXISTING DOORS WITH NEW DOORS. ALL EXISTING DOORS SHALL BE REPLACED WITH NEW DOORS. ALL EXISTING DOORS SHALL BE REPLACED WITH NEW DOORS. ALL EXISTING DOORS SHALL BE REPLACED WITH NEW DOORS.
2	EXISTING LEVEL FINISH.
3	EXISTING DOOR ALL DOOR SETS SHALL BE REPLACED WITH NEW DOORS. ALL EXISTING DOORS SHALL BE REPLACED WITH NEW DOORS. ALL EXISTING DOORS SHALL BE REPLACED WITH NEW DOORS.
4	EXISTING PARTITION WALL.
5	EXISTING PARTITION WALL.
6	EXISTING PARTITION WALL.
7	ACCESSIBLE RESTROOM.
8	NEW 1/2" PLASTER SHALL BE APPLIED TO THE CEILING OF THE MAIN LEVEL FLOOR.
9	EXISTING DOOR.
10	EXISTING PARTITION DOOR.
11	DOOR OF ASLT.
12	EXISTING PRODUCT SYSTEM.
13	EXISTING PRODUCT SYSTEM.
14	EXISTING PRODUCT SYSTEM.
15	EXISTING PRODUCT SYSTEM.
16	EXISTING PRODUCT SYSTEM.
17	EXISTING PRODUCT SYSTEM.



TITLE: **PROJECT - KORN PLAN**

NEW CONDITIONAL USE PERMIT FOR:
**EEL - RIVERSIDE COUNTY, LLC dba
 CONNECTED CANNABIS CO.
 (CANNABIS STOREFRONT RETAILER)**
 77064 ADELARD STREET
 THOUSAND PALMS, CA 92276

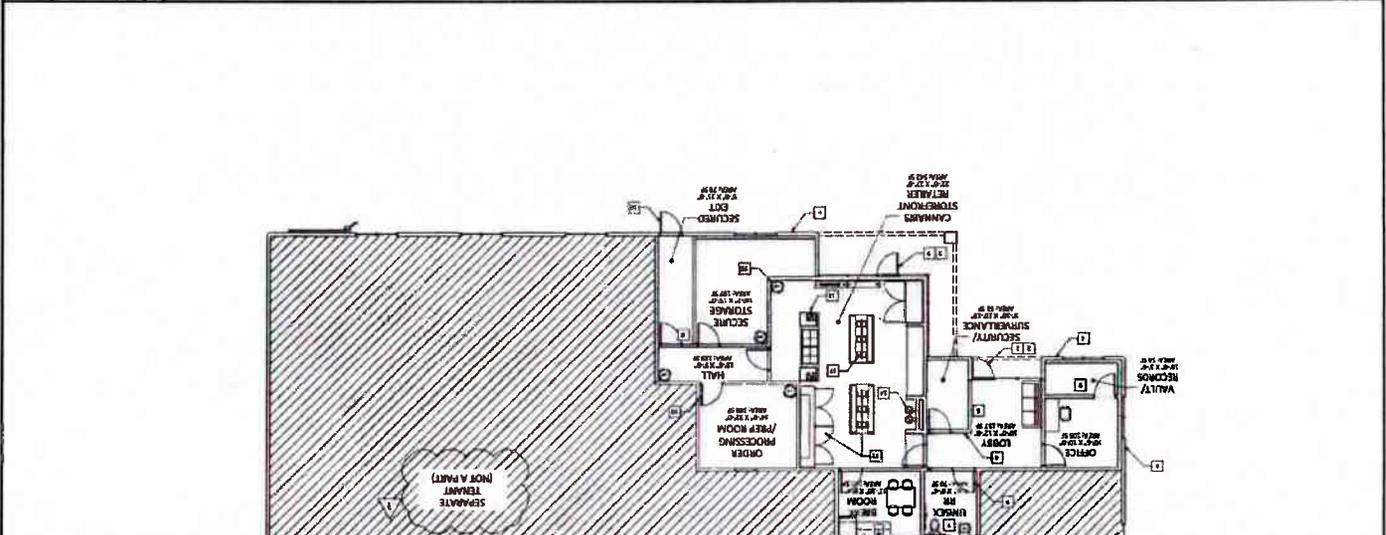
CLIENT:
**EEL - RIVERSIDE COUNTY, LLC dba
 CONNECTED CANNABIS CO.
 77064 ADELARD STREET
 THOUSAND PALMS, CA 92276**

PROJECT: **2019006.3**

These drawings are the work of the architect and are not to be used for any other project without the written consent of the architect.

GRAPHIA
 77064 ADELARD STREET
 THOUSAND PALMS, CA 92276
 TEL: 760.326.1111
 WWW.GRAPHIA.COM

PROJECT - FLOOR PLAN 1



KEYNOTE LEGEND

1	PERMIT TO CONSTRUCTION SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
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25	PERMIT TO CONSTRUCTION SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

GRAPHIA
ARCHITECTURAL
CONSULTANTS

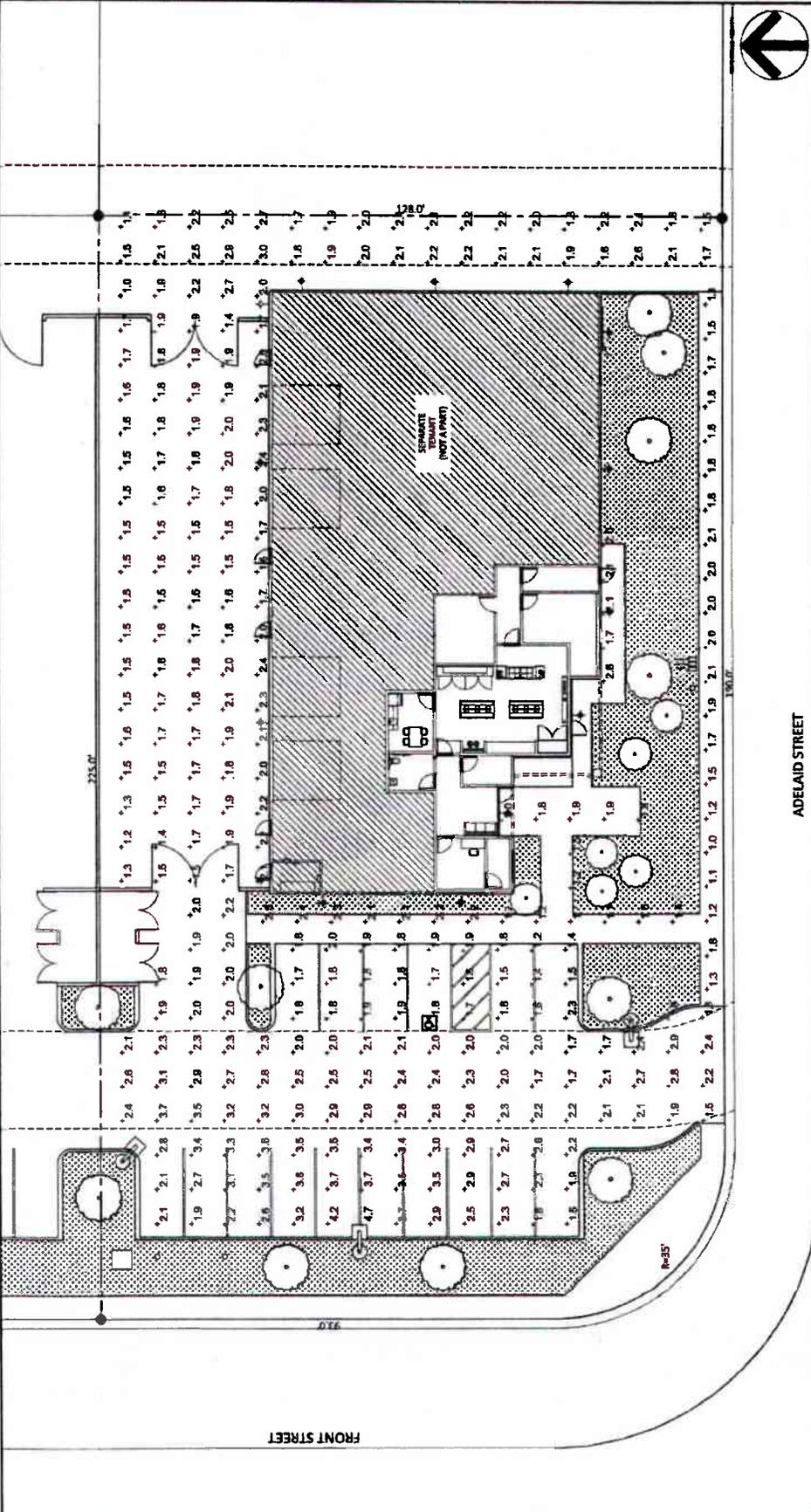
1000 UNIVERSITY AVENUE, SUITE 100
MIRAMONTE, CA 91368
TEL: 626-256-1111
WWW.GRAPHIAARCHITECTS.COM

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PROJECT: 2018000001
DATE: 08/20/2018
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: AS SHOWN
SHEET: 1 OF 1

NEW CONDITIONAL USE PERMIT FOR:
**EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
(CANNABIS STOREFRONT RETAILER)**
72064 ADELAID STREET
THOUSAND PALMS, CA 92276

DATE: 08/20/2018
PROJECT: 2018000001



PHOTOMETRIC SITE PLAN

LIGHTING SCHEDULE

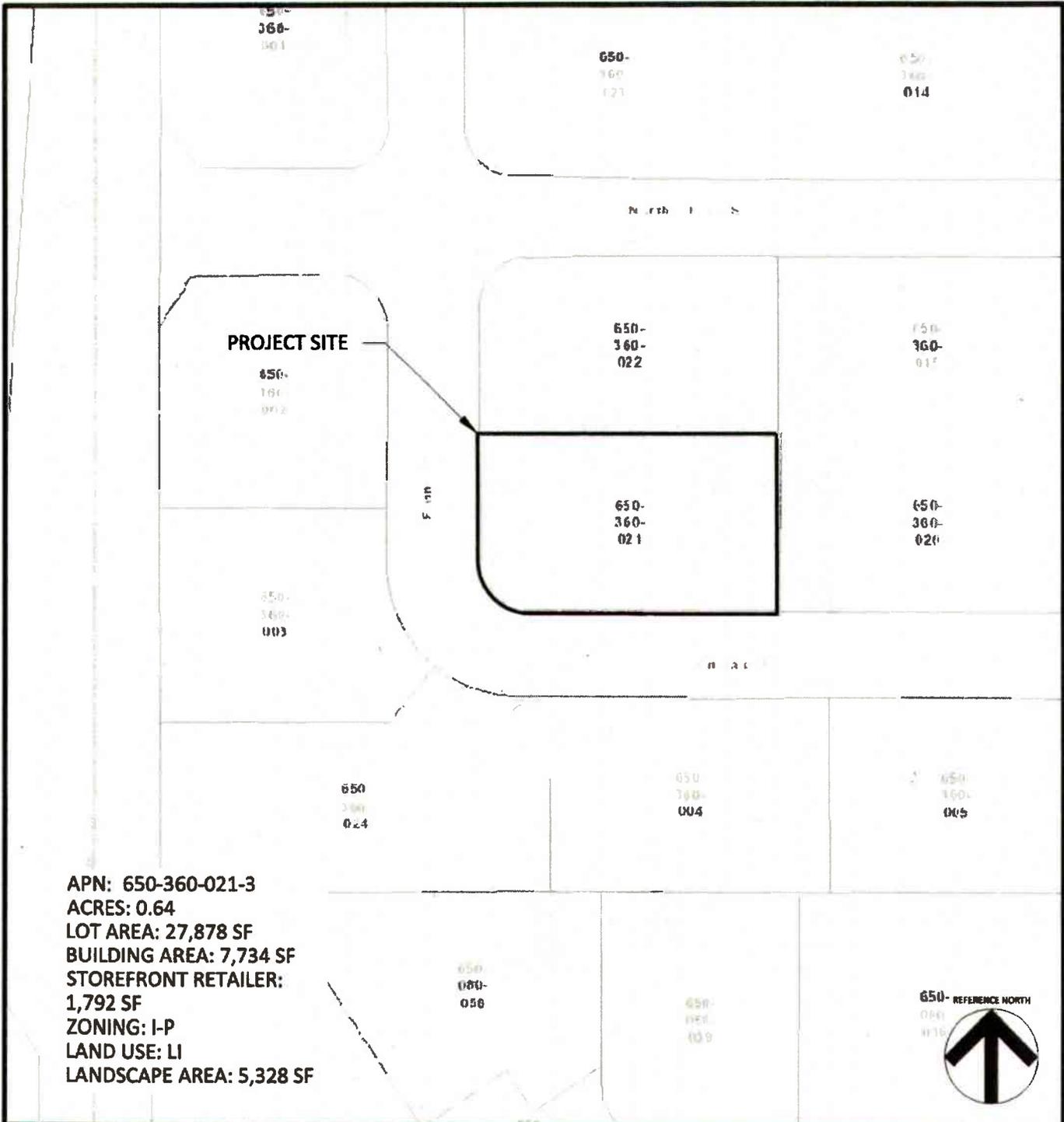
SYMBOL	QUANTITY	MANUFACTURER	DESCRIPTION	LAMP	LUMENS PER LAMP	WATTAGE
↑	10	SYNCHRO LIGHTING	SYNCHRO LED 100W 4000K 1000LM	LED	2075	20W
↑	1	SYNCHRO LIGHTING	SYNCHRO LED 100W 4000K 1000LM	LED	2075	20W
↑	1	SYNCHRO LIGHTING	SYNCHRO LED 100W 4000K 1000LM	LED	2075	20W
GE	1	SYNCHRO LIGHTING	SYNCHRO LED 100W 4000K 1000LM	LED	2075	20W

LIGHT LEVEL STATISTICS

ZONE	MIN (FC)	Avg (FC)	MAX (FC)	MIN (FC)	MAX (FC)
PARKING LOT	1.5	2.1	3.5	1.5	3.5
WALKWAY	1.5	2.1	3.5	1.5	3.5

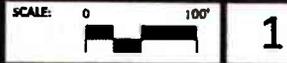
SITE LIGHTING NOTES

ALL LIGHTING SHALL BE BUILT TO MEET THE IESNA RECOMMENDED FOOT-CANDLE LEVELS AS NOTED ON THIS PLAN. LIGHTING SHALL BE INSTALLED AND MAINTAINED TO MEET THE RECOMMENDED FOOT-CANDLE LEVELS.



APN: 650-360-021-3
ACRES: 0.64
LOT AREA: 27,878 SF
BUILDING AREA: 7,734 SF
STOREFRONT RETAILER:
1,792 SF
ZONING: I-P
LAND USE: LI
LANDSCAPE AREA: 5,328 SF

LOCATIONAL MAP



GRAPHIA
 ARCHITECTURE
 & ENGINEERING

100 GATEWAY DRIVE SUITE 17C
 LINCOLN CA 95648
 916) 209-9890
 Design@GNAPHIA.com
 GNAPHIA.com

NEW CONDITIONAL USE PERMIT FOR:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
(CANNABIS STOREFRONT RETAILER)
72064 ADELAID STREET
THOUSAND PALMS, CA 92276

CLIENT:
 EEL - RIVERSIDE COUNTY, LLC dba
 CONNECTED CANNABIS CO.
 ELLIOT LEWIS
 1300 MAIN STREET, #900
 IRVINE, CA 92614
EMAIL: eewisbrokar@gmail.com
PHONE: 562-370-3780

ARCHITECT'S APPROVAL:



THIS PROJECT IS NOT APPROVED FOR
 CONSTRUCTION UNLESS THE DRAWINGS ARE
 STAMPED AND WET SIGNED BY THE ARCHITECT AND
 THE BUILDING AUTHORITY HAVING JURISDICTION.

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF SEAN FREITAS, ARCHITECT. ALL DESIGN INFORMATION
 CONTAINED IN THESE DRAWINGS ARE FOR USE ONLY ON THIS SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE
 EXPRESSED WRITTEN PERMISSION BY SEAN FREITAS, ARCHITECT.

DEVELOPMENT AGREEMENT NO. 1900022

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

- A. EEL - Riverside County, LLC, a California limited liability company (hereinafter "EEL - Riverside County");
- B. Franklin W. Gibson & Sandra J. Gibson, U/D/T dated 10/28/93;
- C. Elliot Lewis, an individual, as Managing Member of EEL - Riverside County;
- C. Michael Elmore, an individual, as Member of EEL - Riverside County;
- D. Aaron Herzberg, an individual, as Member of EEL - Riverside County;
- E. Franklin W. Gibson, as Trustee U/D/T dated 10/28/93; and
- F. Sandra J. Gibson, as Trustee U/D/T dated 10/28/93.

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, Sections 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” (hereinafter the “Development Plan”); and,

WHEREAS, Riverside County Ordinance 348.4898 (hereinafter “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 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 of Riverside does not disproportionately bear the burden of Commercial Cannabis Activities throughout Riverside County, to ensure the County of Riverside 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 Riverside County’s requirements; and,

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

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

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order

to assure development of the Property in accordance with this Agreement; and,

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

1.1.4 "Conditional Use Permit" means the land use permit required by

COUNTY to conduct Commercial Cannabis Activities.

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; and,
- (i) Right of entry agreements.

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

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

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

1.1.11 “Existing Development Approvals” means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit “C” and all other Development Approvals which are effective and 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; or
- (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:

- (a). 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.

(b). The chief executive officer of a nonprofit or other entity for the Commercial Cannabis Activity.

(c). A member of the board of directors of a nonprofit for the Commercial Cannabis Activity.

(d). 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 of Riverside 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. 190034) 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. 2020-142.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190034.

(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.

(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:

EEL - Riverside County, LLC

ATTN: Elliot Lewis, Managing Member

6700 Pacific Coast Hwy, Ste. 201

Long Beach, CA 90803

Franklin W. Gibson & Sandra J. Gibson, U/D/T dated 10/28/93

16991 Bolero Lane

Huntington Beach, CA 92649

With copies to:

Damian A. Martin, Esq.

6700 Pacific Coast Hwy, Ste. 201

Long Beach, CA 90803

(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 Riverside 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 that 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 that 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 that 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 that 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 COUNTY and associated with CAN XXX, incorporated herein by this reference.

4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

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

4.2.2 Subsequent Annual Base Payments. The annual Base Payment shall be

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

4.3 Annual Additional Public Benefits. OWNER shall perform additional public benefits identified in Exhibit “H” that will benefit the community in which the Commercial Cannabis Activity is located. Prior to or concurrently with the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY fifty percent (50%) of the total additional public benefit amount set forth in Exhibit “H” of this Agreement (hereinafter the “Additional Public Benefit”) and the remaining fifty percent (50%) of the Additional Public Benefit within six months of issuance of the certificate of occupancy; provided, however, that such initial annual payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit “H” shall be subject to annual increases in an amount of 3%. Prior to the first July 1st following the initial Additional Public Benefit payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 3% annual increase.

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

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by 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 Riverside County taxes, including but not limited to any taxes on Commercial Cannabis Activities, shall apply to the Project. In the event that Riverside 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 Riverside County taxes are enacted on the Commercial Cannabis Activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee, or charge that 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 its 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. 190034 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. 190034 and consistency with the Request for Proposal Responses associated with CAN XXX 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 or her 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, 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 of Supervisors 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 this Article 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or

future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

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

OWNER Initials

OWNER Initials

OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Section 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 Section 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, as 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, or strikes or 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 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 Riverside County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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

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

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

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

Dated: _____

By: _____
Karen Spiegel
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy
(SEAL)

OWNER:

Dated: _____ **By:** _____

Title: _____

Dated: _____ **By:** _____

Title: _____

**(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. 1900022

LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT "B"

Development Agreement No. 1900022

MAP OF PROPERTY AND ITS LOCATION

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

EXHIBIT "C"

Development Agreement No. 1900022

EXISTING DEVELOPMENT APPROVALS

(This exhibit will list all existing Development Approvals of the subject property)

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT "D"

Development Agreement No. 1900022

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050

2. Ordinance No. 348 as amended through Ordinance No. 348.4926
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3

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

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

EXHIBIT "E"

Development Agreement No. 1900022

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190034 permits a storefront retail cannabis business to operate from an existing 1,792 square foot building located on a 0.64 acre lot.

EXHIBIT "F"

Development Agreement No. 1900022

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190034 includes an existing 1,792 square foot building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$28.672.00 and will increase annually at a rate of 2%.

COPY

ORDINANCE NO. 664.83

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 1900022

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900022, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 1900022 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

By: _____
Chair

ATTEST:
CLERK OF THE BOARD:

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM
August 5, 2021

By: 
Aaron C. Gettis
Supervising Deputy County Counsel

EXHIBIT "G"

Development Agreement No. 1900022

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 1,792 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "G"

Development Agreement No. 1900022

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 1,792 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "G"

Development Agreement No. 1900022

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 1,792 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900022

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$75,000.00 with an annual increase of 3%. 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 XXX, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



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

Juan C. Perez
Agency Director



02/19/21, 11:20 am

CUP190034

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190034. 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 (CUP190034) 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. 190034 (CUP190034) proposes to use an existing building as a storefront for a retail commercial cannabis business with office space related to cannabis business, which shall only occupy 1,792 square feet of the entire building that is 7,734 square feet. In addition, the cannabis retail business shall have mobile deliveries which shall operate between the allowed hours of 11 AM to 10 PM.

Development Agreement No. 1900022 (DA1900022) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190034 and this development agreement, and provides community benefits to the Thousand Palms Area.

The project is located north of Adelaide St, east of Front St, and south of Northshore St.

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 9/1/2020.
- Exhibit B (Elevations), dated 9/1/2020.
- Exhibit C (Floor Plans), dated 9/1/2020.
- Other Exhibit(s)
- Security Plan, dated 9/1/2020.
- Signage Plan, dated 9/1/2020.

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

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

2. Compliance with applicable State Regulations, including, but not limited to:
 - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
 - Government Code Section 66020 (90 Days to Protest)
 - Government Code Section 66499.37 (Hold Harmless)
 - State Subdivision Map Act
 - Native American Cultural Resources, and Human Remains (Inadvertent Find)
 - School District Impact Compliance

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

4. Mitigation Fee Ordinances
 - Ord. No. 659 Development Impact Fees (DIF)

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

- Ord. No. 673 Coachella Valley Transportation Uniform Mitigation Fee (CV TUMF)
- Ord. No. 875 Coachella Valley Multiple Species Habitat Conservation Plan (CV MSHCP)

Fire

Fire. 1 AND - Federal, State & Local Regulation Compliance

1. **Construction Permits Fire Department Review:** Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.
2. **Knox Box and Gate Access:** Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Ref. CFC 506.1
3. **Addressing:** All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

General

General. 1 General – Business Licensing

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

General. 2 General – Causes for Revocation

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

- (a) to be in violation of the terms and conditions of this permit; and/or,
 - (b) to have been obtained by fraud or perjured testimony; and/or,
 - (c) to be detrimental to the public health, safety or general welfare, or is a public nuisance,
- then this permit shall be subject to revocation procedures.

General. 3 General – Ceased Operations

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 15

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

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.
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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 17

General - P. Signage (cont.)

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.

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 4 Cannabis Retail Operations - 12 (cont.)

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

Planning-All. 5 Cannabis Retail Operations - 13

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

Planning-All. 6 Cannabis Retail Operations - 14

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

Planning-All. 7 Cannabis Retail Operations - 2

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

Planning-All. 8 Cannabis Retail Operations - 3

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

Planning-All. 9 Cannabis Retail Operations - 4

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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.

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 13 **Cannabis Retail Operations - 8 (cont.)**

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.

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

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

The use of mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries is recommended.

Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

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.

ADVISORY NOTIFICATION DOCUMENT

Waste Resources

Waste Resources. 1

Waste - General (cont.)

-Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler to ensure the waste generated from those services meet the requirements of AB 1826.

Plan: CUP190034

Parcel: 650360021

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1 E Health Clearance Not Satisfied

Prior to issuance of the building permit, clearance must be obtained from the Department of Environmental Health.

080 - E Health. 2 Sewer Will Serve Not Satisfied

A "Will Serve" letter is required from the sewer agency serving the project.

080 - E Health. 3 Water Will Serve Not Satisfied

A "Will-Serve" letter is required from the appropriate water agency.

Transportation

080 - Transportation. 1 TUMF Not Satisfied

Prior to the issuance of a building permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 673.

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 Clearance Not Satisfied

Obtain clearance from the Hazardous Materials Management Division. Contact Indio office at 760-863-8976

Waste Resources

090 - Waste Resources. 1 Waste - Mandatory Commercial and Organics Recycling Corr 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. For more information go to:

02/19/21
11:25

Riverside County PLUS
CONDITIONS OF APPROVAL

Page 2

Plan: CUP190034

Parcel: 650360021

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1 Waste - Mandatory Commercial and Organics Recycling Corr Not Satisfied
www.rcwaste.org/business/planning/applications. To obtain Form D, please contact the Recycling
Section at 951-486-3200, or email to: 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.

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.)

Franklin W. Gibson, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

Franklin W. Gibson
SIGNATURE OF PROPERTY OWNER(S)

Sandra J. Gibson, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

Sandra J. Gibson
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): 650-360-021

Approximate Gross Acreage: 0.64

General location (nearby or cross streets): North of Adelaid Street, South of Northshore Street, East of Front Street, West of Northshore Street

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

The Applicant will renovate 1,792 square feet of 72064 Adelaid Street, Thousand Palms, CA 92276, to establish a cannabis storefront retailer with delivery pursuant to

Cannabis RFP Response CAN190034.

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): Cannabis storefront retailer with delivery

Number of existing lots: 1

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	7,734	24'	1	Industrial office / warehouse	<input type="checkbox"/>	BNR020061
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

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

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

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

Cannabis RFP Response CAN190034 and an Application for Development Agreement

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

If yes, provide Application No(s). PP17612 (Plot Plan); PP17822 (Minor Plot Plan); FP02055 (Historical Planning Case)
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) EA38545 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: None

Regulatory Identification number: _____

Date of list: _____

Applicant: N/A 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)  Franklin W. Gibson, Co-Trustee Date 10/9/2019

Owner/Authorized Agent (2)  Sandra J. Gibson, Co-Trustee Date 10/9/2019

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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

NOTICE OF PUBLIC HEARING

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

CONDITIONAL USE PERMIT NO. 190034 and DEVELOPMENT AGREEMENT NO. 1900022 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – Applicant: EEL – Riverside County, LLC – Fourth Supervisorial District – Thousand Palms Zoning District – Western Coachella Valley Area Plan: Community Development: Light Industrial (CD-LI) (0.25 – 0.60 FAR) – Location: Northerly of Adelaid Street, easterly of Front Street, and southerly of Northshore Street – 0.64 Acres – Zoning: Industrial Park (I-P) – **REQUEST:** Development Agreement No. 1900022 would impose a lifespan on the proposed cannabis project and provide community benefit to the Thousand Palms District. Conditional Use Permit No. 190034 proposes to use an existing 7,734 sq. ft. building as a storefront for a retail cannabis business with office space related to cannabis business and shall only occupy 1,792 sq. ft. of the entire building. APN: 650-360-021.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING: **MARCH 24, 2021**
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER
BOARD CHAMBERS, 1ST FLOOR
4080 LEMON STREET, RIVERSIDE, CA 92501

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at <https://planning.rctlma.org/>. For further information regarding this project please contact the Project Planner Gabriel Villalobos at (951) 955-6184 or email at gvillalo@rivco.org, or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

The Riverside County Planning Department has determined that the above-described application is exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission will consider the proposed application at the public hearing. The case file for the proposed project is available for review via email by contacting the project planner. Please contact the project planner regarding additional viewing methods.

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

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

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

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on February 08, 2021

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

APN (s) or case numbers CUP190034 / DA1900022 for

Company or Individual's Name RCIT - GIS ,

Distance buffered 600'

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

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

TITLE: GIS Analyst

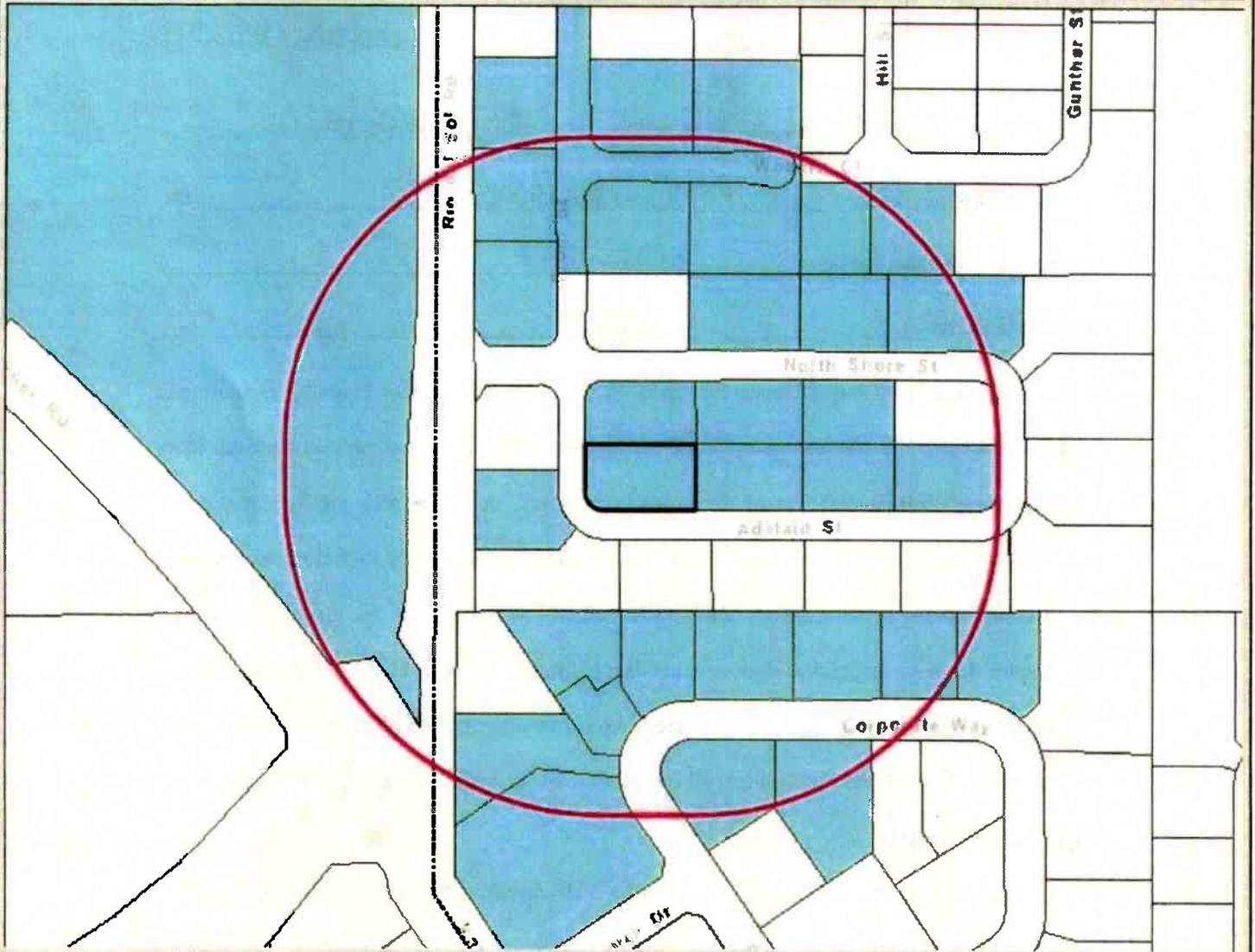
ADDRESS: 4080 Lemon Street 9TH Floor

 Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP190034 / DA1900022 (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... 2/8/2021 11:31:09 AM

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650080016
FRANK HARRISON
83295 N SHORE DR
INDIO CA 92203

650080058
FORSCHE PROP
PO BOX 1144
LA QUINTA CA 92253

670240017
RIO DEL SOL @ VARNER
622 N PALM CANYON DR
PALM SPRINGS CA 92262

650350013
ADM PROP
28 HAMMOND STE F
IRVINE CA 92618

650360021
FRANKLIN W. GIBSON
17602 SAMPSON LN STE B
HUNTINGTON BEACH CA 92647

650360018
NATALINE FRANCIS PISCITELLI
39301 BADGER ST STE 300
PALM DESERT CA 92211

650360022
OSTRO INV
1327 11TH ST # 6
SANTA MONICA CA 90401

650080059
AMERICAN MOBILE CORP
72050A CORPORATE WAY
THOUSAND PALMS CA 92276

650080089
INTERSEC DEV
77900 AVENUE OF THE STARS
PALM DESERT CA 92211

650360012
DOUG DENBOER
637 BIG CANYON DR W
PALM SPRINGS CA 92264

650360013
FOX LILLIAN ANN LIVING TRUST DTD 04/18/1997
78301 TRUE COUNTRY CT
BERMUDA DUNES CA 92203

650360015
BISON INV
17602 SAMPSON LN
HUNTINGTON BEACH CA 92647

650350036
RANCHO NINE HOLDINGS
P O BOX 13164
PALM DESERT CA 92255

650080041
MATTHEW V. JOHNSON
PO BOX 754
RANCHO MIRAGE CA 92270

650350006
N617KM
28021 ATLANTIC OCEAN
LAKE FOREST CA 92630

650080030
THOMAS L. BLACK
P O BOX 729
RANCHO SANTA FE CA 92067

650350002
JRP REALTY CA
30643 FRONT ST
THOUSAND PALMS CA 92276

650350025
THOUSAND PALMS BUSINESS PARK OWNERS
P O BOX 13164
PALM DESERT CA 92255

650360014
CORDOVA INV PARTNERS
3055 WILSHIRE BLVD STE 1010
LOS ANGELES CA 90010

650080031
MARY ESCAMILLA
P O BOX 265
THOUSAND PALMS CA 92276

650080088
RL ASSET HOLDINGS
P O BOX 1047
THOUSAND PALMS CA 92276

650350003
BERNARD WHITE & SONS
71905 HWY 111 STE E
RANCHO MIRAGE CA 92270

650350004
AIRGAS WEST INC
3737 WORSHAM AVE
LONG BEACH CA 90808

650360003
R L ASSET HOLDINGS
P O BOX 1047
THOUSAND PALMS CA 92276

650360019
TIMOTHY WESLEY LEWIS
57632 SUNNYSLOPE DR
YUCCA VALLEY CA 92284

650360016
ADJ PROP
73186 CYPRESS DR
RANCHO MIRAGE CA 92270

650080017
GERRY REALTY
78955 MARTINIQUE DR
BERMUDA DUNES CA 92203

650080039
A & M STONE & CABINET
72060 CORPORATE WAY
THOUSAND PALMS CA 92276

650080042
ERIK S. MOLLER
78455 AVENUE 41
INDIO CA 92201

650350005
DOUGLAS G. DENBOER
637 BIG CANYON DR W
PALM SPRINGS CA 92264

650350034
THOUSAND PALMS BUSINESS PARK OWNERS
38858 LOBELIA CIR
PALM DESERT CA 92211

650380001
HODGE CAPITAL CO
645 E BLITHEDALE AVE
MILL VALLEY CA 94941

650360020
J C EHRLICH CO INC
1125 BERKSHIRE BLV NO 150
READING PA 19610

Applicant/Owner:

EEL – Riverside County, LLC
c/o Elliot Lewis
1900 Main Street, #500
Irvine, CA 92614

Applicant/Owner:

EEL – Riverside County, LLC
c/o Elliot Lewis
1900 Main Street, #500
Irvine, CA 92614

Engineer/Rep:

Graphia architecture & Engineering
c/o Sean Freitas
100 Gateway Drive, Suite 120
Lincoln, CA 95648

Engineer/Rep:

Graphia architecture & Engineering
c/o Sean Freitas
100 Gateway Drive, Suite 120
Lincoln, CA 95648

Owner:

Franklin W. Gibson & Sandra J. Gibson
16991 Bolero Lane
Huntington Beach, CA 92649

Owner:

Franklin W. Gibson & Sandra J. Gibson
16991 Bolero Lane
Huntington Beach, CA 92649

Non-County Agencies:

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Interim TLMA Director

NOTICE OF EXEMPTION

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

Project Title/Case No.: Conditional Use Permit No. 190034 (CUP190034)/Development Agreement No. 1900022 (DA1900022)

Project Location: The project is located north of Adelaid St. east of Front St. and south of Northshore St. The project is located in the Western Coachella Valley Area Plan and is located in the Thousand Palms District.

Project Description: Conditional Use Permit No. 190034 (CUP190034) proposes to use an existing building as a storefront for a cannabis retailer with office space related to cannabis business, which shall only occupy 1,792 square feet of the entire building that is 7,734 square feet. In addition, the cannabis retailer will provide mobile delivery services which shall operate between the allowed hours of 11 AM to 10 PM. Development Agreement No. 1900022 (DA1900022) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190034 and this development agreement, and provides community benefits to the Thousand Palms Area.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: EEL – Riverside County, LLC, c/o Elliot Lewis, 1900 Main Street #500, Irvine, CA 92614

Exempt Status: (Check one)

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

Reasons why project is exempt: This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities). This exemption specifically provides that "the key consideration is whether the project involves negligible or no expansion of use" and examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP190034 shall include renovation of an existing 7,734 square foot building used for commercial purposes to be used as a Cannabis retail storefront, the proposed use shall only occupy 1,792 square feet of the existing building, with the remaining area not included as part of the proposed project and to be partitioned off and separated from the actual project space. Under this categorical exemption, the interior and exterior alterations including the interior partitions and exterior signage are included.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

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 provides: 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 the renovation of an existing 7,734 square foot structure. 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) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will 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 already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

County Contact Person Phone Number

Signature Title Date

Date Received for Filing and Posting at OPR: _____

COPY

ORDINANCE NO. 664.83

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 1900022

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900022, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 1900022 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

By: _____
Chair

ATTEST:
CLERK OF THE BOARD:

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM
August 5, 2021

By: Aaron C. Gettis
Aaron C. Gettis
Supervising Deputy County Counsel

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. 1900022

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

SANDRA J. GIBSON, TRUSTEE OF THE GIBSON FAMILY TRUST,

DATED OCTOBER 28, 1993

EEL – RIVERSIDE COUNTY, LLC

ELLIOT LEWIS

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DEVELOPMENT AGREEMENT NO. 1900022

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

Sandra J. Gibson, Trustee of The Gibson Family Trust, dated October 28, 1993
EEL - Riverside County, LLC
Elliot Lewis

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, Sections 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" (hereinafter the "Development Plan"); and,

WHEREAS, Riverside County Ordinance 348.4898 (hereinafter "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 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 of Riverside does not disproportionately bear the burden of Commercial Cannabis Activities throughout Riverside County, to ensure the County of Riverside 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 Riverside County's requirements; and,

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

follows:

1.1.1 “Agreement” means this Development Agreement.

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

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

1.1.4 “Conditional Use Permit” means the land use permit required by COUNTY to conduct Commercial Cannabis Activities.

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; and,

(i) Right of entry agreements.

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

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

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

1.1.11 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are effective and 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; or
- (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:

(a). 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.

(b). The chief executive officer of a nonprofit or other entity for the Commercial Cannabis Activity.

(c). A member of the board of directors of a nonprofit for the Commercial Cannabis Activity.

(d). 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 of Riverside 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. 190034) 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. 2020-142.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190034.

(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:

EEL - Riverside County, LLC
ATTN: Elliot Lewis, Managing Member
6700 Pacific Coast Hwy, Ste. 201
Long Beach, CA 90803

and

Sandra J. Gibson, Trustee
The Gibson Family Trust
16991 Bolero Lane
Huntington Beach, CA 92649

with copies to:

Damian A. Martin, Esq.
6700 Pacific Coast Hwy, Ste. 201
Long Beach, CA 90803

(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 Riverside 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 that 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 that 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 that 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 that 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 COUNTY and associated with CAN 190034, incorporated herein by this reference.

4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

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

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

4.3 Annual Additional Public Benefits. OWNER shall perform additional public

benefits identified in Exhibit "H" that will benefit the community in which the Commercial Cannabis Activity is located. Prior to or concurrently with the issuance of the certificate of occupancy for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY fifty percent (50%) of the total additional public benefit amount set forth in Exhibit "H" of this Agreement (hereinafter the "Additional Public Benefit") and the remaining fifty percent (50%) of the Additional Public Benefit within six months of issuance of the certificate of occupancy; provided, however, that such initial annual payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit "H" shall be subject to annual increases in an amount of 3%. Prior to the first July 1st following the initial Additional Public Benefit payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 3% annual increase.

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

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by 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 Riverside County taxes, including but not limited to any taxes on Commercial Cannabis Activities, shall apply to the Project. In the event that Riverside 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 Riverside County taxes are enacted on the Commercial Cannabis Activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee, or charge that 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 its 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. 190034 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. 190034 and consistency with the Request for Proposal Responses associated with CAN 190034 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 or her 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, 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 of Supervisors 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 this Article 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.


OWNER Initials


OWNER Initials


OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Section 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 Section 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, as 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, or strikes or 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 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 Riverside County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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

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

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

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

Dated: _____

By: _____

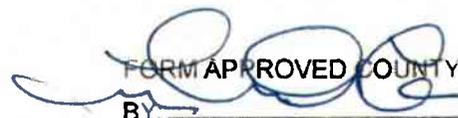
Karen Spiegel
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____

Deputy
(SEAL)


FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 8/9/21

OWNER:

Dated: 7/8/21

By: 
Elliot Lewis

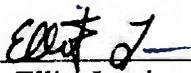
Sandra J. Gibson, Trustee of The Gibson Family
Trust dated October 28, 1993

Dated: 7-6-21

By: 
Sandra J. Gibson
Trustee

EEL – Riverside County, LLC,
a California Limited Liability Company

Dated: 7/8/21

By: 
Elliot Lewis
Manager

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On July 8, 2021 before me, Blake Hogen, Notary Public,
(Here insert name and title of the officer)

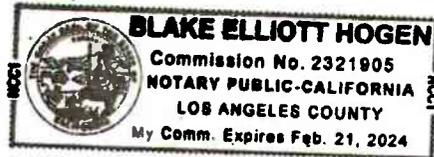
personally appeared Elliot Lewis,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s)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

Blake Hogen
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Development Agreement 1900022
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

This certificate is attached to a 36 page document dealing with/entitled Development Agreement No 1900022 and dated 07/06/2021.

California 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 6th day of July, 2021 before me,

Sangat J. Dave, A Notary Public (here insert name and title of the officer),

personally appeared Sandra J Gibson, 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 [Signature] (Seal)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On July 8, 2021 before me, Blake Hogen, Notary Public,
(Here insert name and title of the officer)

personally appeared Elliot Lewis as manager of EEL - Riverside County LLC, 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.

Blake Hogen
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Development Agreement 1900022
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Manager
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

Development Agreement No. 1900022

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Riverside, State of California, and is described as follows:

Parcel 24 of Parcel Map 29815, in the County of Riverside, State of California, as shown by Map on file in Book 199, Pages 57 and 58 of Parcel Maps, in the Office of the County Recorder of Riverside County, California.

EXCEPT therefrom one-sixteenth of all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deed recorded June 9, 1943 in Book 585, Page 28, Official Records.

Also excepting 15/32nds of all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deed recorded August 8, 1960 in Book 2745, Page 488, Official Records.

APN: 650-360-021-3

EXHIBIT 'B'

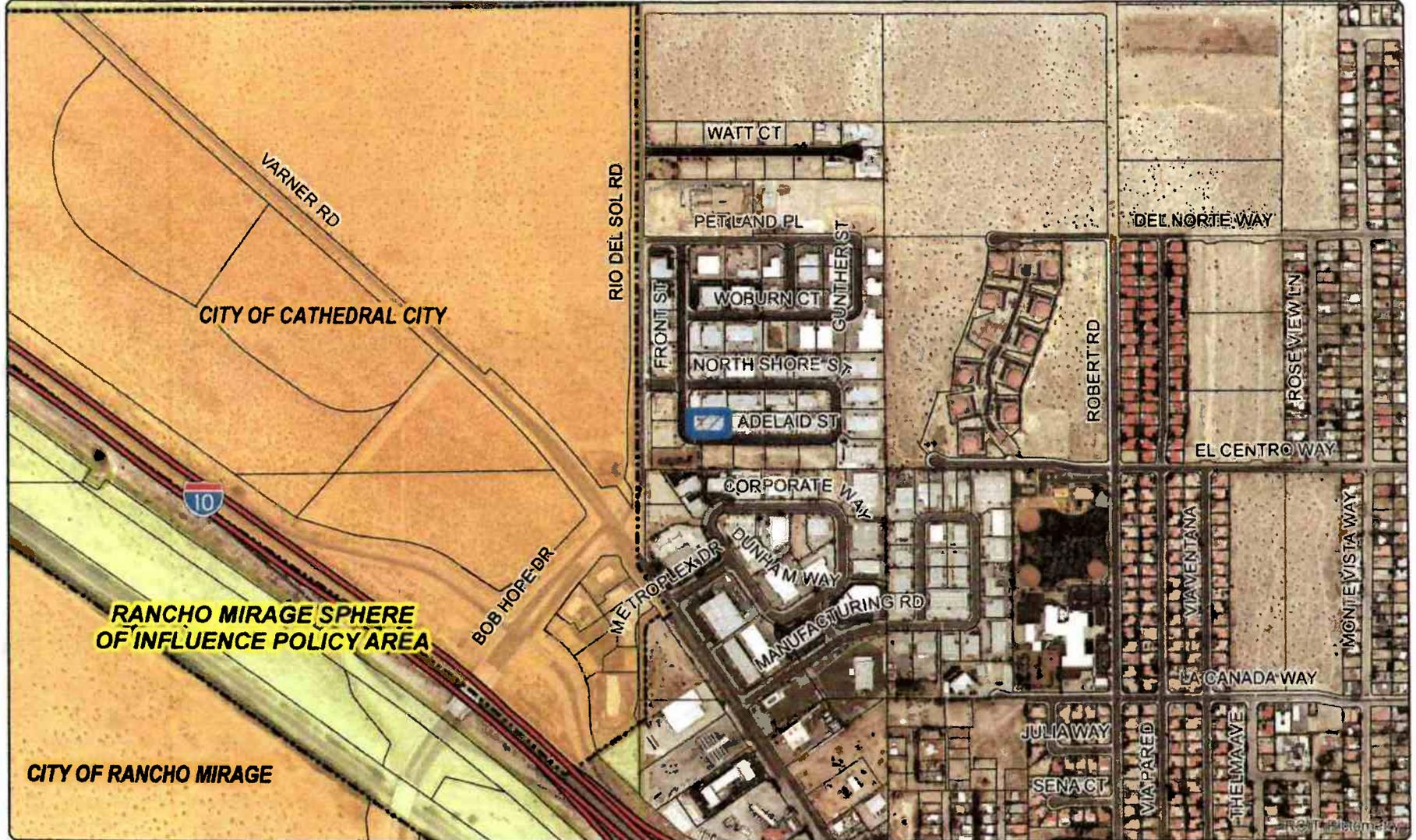
Development Agreement No. 1900022

MAP OF PROPERTY AND ITS LOCATION

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP190034 DA190022
VICINITY/POLICY AREAS

Supervisor: Perez
District 4

Date Drawn: 02/05/2021
Vicinity Map



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2008, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 956-8000 (Western County) or in Palm Desert at (760) 922-6277 (Eastern County) or Website www.riverside.ca.gov

EXHIBIT "C"

Development Agreement No. 1900022

EXISTING DEVELOPMENT APPROVALS

ZONING

Change of Zone No. 05458

OTHER DEVELOPMENT APPROVALS

Conditional Use Permit No. 190034

Plot Plan No. 17822

Plot Plan No. 17612

Parcel Map No. 29815

Lot Line Adjustment No. 04400

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

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

EXHIBIT "D"

Development Agreement No. 1900022

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. 348.4950
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 for the
Consideration of Development Agreements
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

EXHIBIT "E"

Development Agreement No. 1900022

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190034 permits a storefront retail cannabis business to operate from an existing 1,792 square foot building located on a 0.64 acre lot.

EXHIBIT "F"

Development Agreement No. 1900022

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

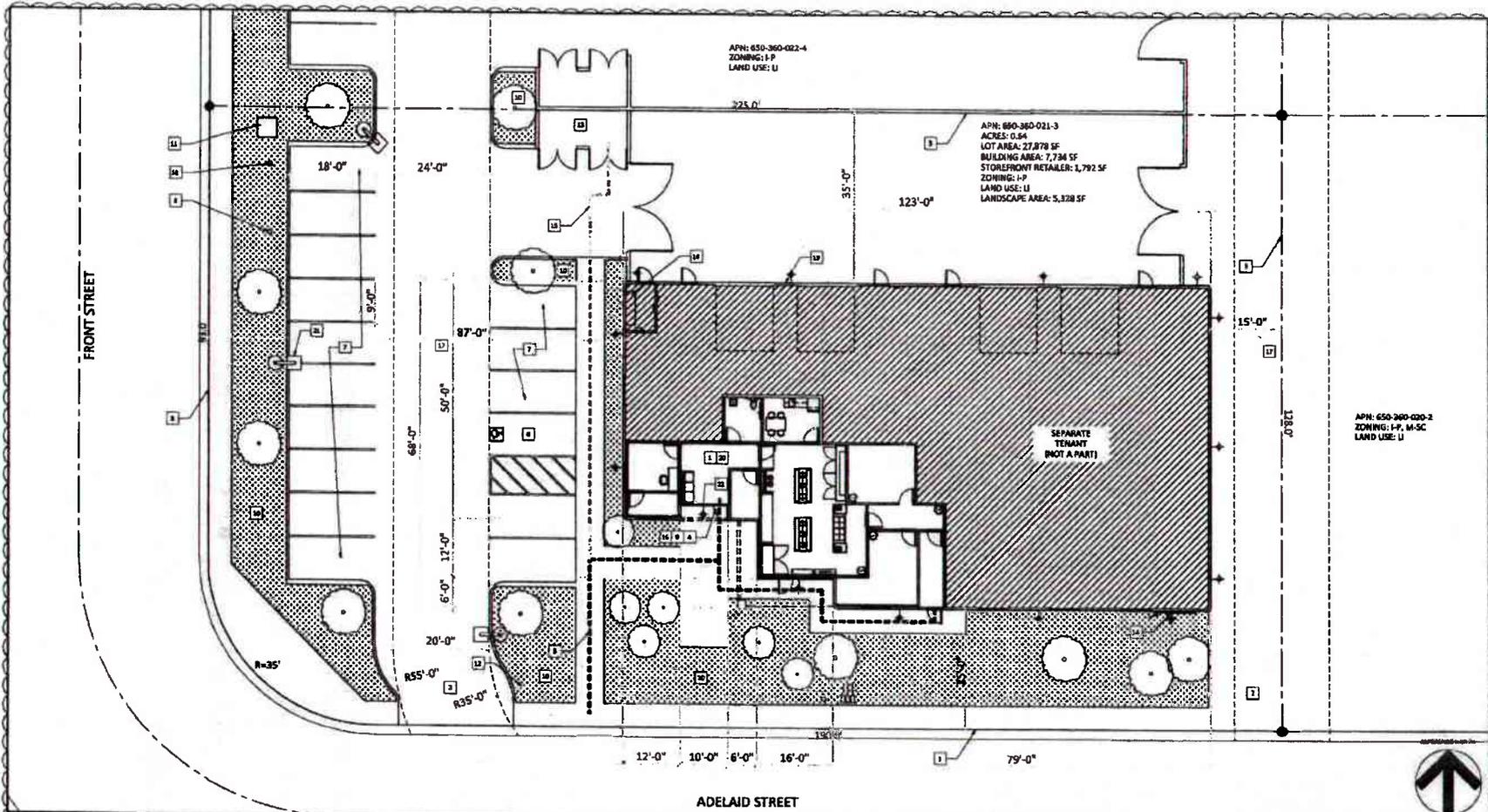
The Cannabis Retailer operating at the Property pursuant to CUP No. 190034 includes an existing 1,792 square foot building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$28,672.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900022

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 1,792 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".



GRAPHIA
ARCHITECTURE
& ENGINEERING

1000 Wilshire Blvd., Suite 200
Los Angeles, CA 90017
Phone: 310-408-1000
Fax: 310-408-1001
graphia@graphia.com
www.graphia.com

These drawings are instruments of service and are the property of Graphia Architecture. All design information contained in these drawings are for use only on this specified project and shall not be used otherwise without the expressed written permission by Graphia Architecture.

PROJECT: 20150806.3

CLIENT:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
72066A ADELAID STREET
THOUSAND PALMS, CA 91320

NEW CONDITIONAL USE PERMIT FOR:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
(CANNABIS STOREFRONT RETAILER)
72066A ADELAID STREET
THOUSAND PALMS, CA 91326



SITE NOTES

1. EXISTING WATER, SEWER, GAS, AND UTILITY LINES SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE UTILITIES SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY PROVIDERS.

2. EXISTING PAVEMENT SHALL BE MAINTAINED OR REPAIRED AS NECESSARY TO SUPPORT THE PROPOSED PAVING AND LANDSCAPE. ANY CHANGES TO THE PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER.

3. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE UTILITIES SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY PROVIDERS.

4. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE UTILITIES SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY PROVIDERS.

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SITE PARKING COUNT

	PARKING REQUIRED	PARKING PROVIDED
TOTAL PARKING (M-1): 1 PER 200 SF.	9 SPACES	16 SPACES

SECURITY NOTES

1. EXISTING SECURITY SYSTEMS SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE SYSTEMS SHALL BE APPROVED BY THE CITY ENGINEER.

2. EXISTING SECURITY SYSTEMS SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE SYSTEMS SHALL BE APPROVED BY THE CITY ENGINEER.

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KEYNOTES

1. NEW CANNABIS STOREFRONT RETAILER FACILITY.

2. EXISTING DRIVEWAY.

3. EXISTING SIDEWALK.

4. EXISTING MAIN BUILDING ENTRANCE & EMPLOYEE ACCESS POINT.

5. EXISTING ACCESSIBLE PATH OF TRAVEL TO PUBLIC USE, INCLUDING SIDEWALKS, CURBS, AND RAMPWAYS.

6. EXISTING ACCESSIBLE PARKING SPACE.

7. EXISTING PARKING AREA.

8. EXISTING FIRE HYDRANT - APPROXIMATE LOCATION.

9. NEW FIRE & LIFE SAFETY: EACH BUILDING'S MAIN ENTRANCE SHALL BE EQUIPPED WITH A 2000 SERIES SMOKE-RESISTANT DOOR.

10. EXISTING LANDSCAPE AREA.

11. EXISTING UTILITY ELECTRICAL.

12. EXISTING ACCESSIBLE PARKING DEMONSTRATION.

13. EXISTING TRASH / RECYCLE BIN.

14. EXISTING UTILITY ELECTRICAL/ GAS MANS.

15. EXISTING ACCESSIBLE PATH OF TRAVEL TO PUBLIC USE, INCLUDING SIDEWALKS, CURBS, AND RAMPWAYS.

16. EXISTING UTILITY ELECTRICAL/ GAS MANS.

17. EXISTING UTILITY ELECTRICAL/ GAS MANS.

18. EXISTING UTILITY ELECTRICAL/ GAS MANS.

19. EXISTING UTILITY ELECTRICAL/ GAS MANS.

20. EXISTING UTILITY ELECTRICAL/ GAS MANS.

21. EXISTING UTILITY ELECTRICAL/ GAS MANS.

22. EXISTING UTILITY ELECTRICAL/ GAS MANS.

23. EXISTING UTILITY ELECTRICAL/ GAS MANS.

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34. EXISTING UTILITY ELECTRICAL/ GAS MANS.

35. EXISTING UTILITY ELECTRICAL/ GAS MANS.

36. EXISTING UTILITY ELECTRICAL/ GAS MANS.

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44. EXISTING UTILITY ELECTRICAL/ GAS MANS.

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47. EXISTING UTILITY ELECTRICAL/ GAS MANS.

48. EXISTING UTILITY ELECTRICAL/ GAS MANS.

49. EXISTING UTILITY ELECTRICAL/ GAS MANS.

50. EXISTING UTILITY ELECTRICAL/ GAS MANS.

KEYNOTES (CONT.)

20. EXISTING UTILITY ELECTRICAL/ GAS MANS.

21. EXISTING UTILITY ELECTRICAL/ GAS MANS.

22. EXISTING UTILITY ELECTRICAL/ GAS MANS.

23. EXISTING UTILITY ELECTRICAL/ GAS MANS.

24. EXISTING UTILITY ELECTRICAL/ GAS MANS.

25. EXISTING UTILITY ELECTRICAL/ GAS MANS.

26. EXISTING UTILITY ELECTRICAL/ GAS MANS.

27. EXISTING UTILITY ELECTRICAL/ GAS MANS.

28. EXISTING UTILITY ELECTRICAL/ GAS MANS.

29. EXISTING UTILITY ELECTRICAL/ GAS MANS.

30. EXISTING UTILITY ELECTRICAL/ GAS MANS.

31. EXISTING UTILITY ELECTRICAL/ GAS MANS.

32. EXISTING UTILITY ELECTRICAL/ GAS MANS.

33. EXISTING UTILITY ELECTRICAL/ GAS MANS.

34. EXISTING UTILITY ELECTRICAL/ GAS MANS.

35. EXISTING UTILITY ELECTRICAL/ GAS MANS.

36. EXISTING UTILITY ELECTRICAL/ GAS MANS.

37. EXISTING UTILITY ELECTRICAL/ GAS MANS.

38. EXISTING UTILITY ELECTRICAL/ GAS MANS.

39. EXISTING UTILITY ELECTRICAL/ GAS MANS.

40. EXISTING UTILITY ELECTRICAL/ GAS MANS.

41. EXISTING UTILITY ELECTRICAL/ GAS MANS.

42. EXISTING UTILITY ELECTRICAL/ GAS MANS.

43. EXISTING UTILITY ELECTRICAL/ GAS MANS.

44. EXISTING UTILITY ELECTRICAL/ GAS MANS.

45. EXISTING UTILITY ELECTRICAL/ GAS MANS.

46. EXISTING UTILITY ELECTRICAL/ GAS MANS.

47. EXISTING UTILITY ELECTRICAL/ GAS MANS.

48. EXISTING UTILITY ELECTRICAL/ GAS MANS.

49. EXISTING UTILITY ELECTRICAL/ GAS MANS.

50. EXISTING UTILITY ELECTRICAL/ GAS MANS.

SCHEMATIC SITE PLAN

SCALE: 1" = 10'-0"

DATE: 11/15/2015

TITLE: SCHEMATIC SITE PLAN

ARCHITECT'S APPROVAL:

DATE: 11/15/2015

SHEET: A2.11

DATE: 11/15/2015

TITLE: SCHEMATIC SITE PLAN

ARCHITECT'S APPROVAL:

DATE: 11/15/2015

SHEET: A2.11

DATE: 11/15/2015

EXHIBIT "H"

Development Agreement No. 1900022

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$75,000.00 with an annual increase of 3%. 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 190034, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

From: Villalobos, Gabriel
Sent: Thursday, August 12, 2021 3:43 PM
To: Thomas Black <casafety@sbcglobal.net>
Subject: RE: CONDITIONAL USE permit 190034

Good Afternoon Thomas,

Just wanted to let you know that your public comment will be forwarded to the Clerk of the Board to be considered prior to next week's public hearing regarding Agenda Item 21.1, CUP190034/DA1900022.

I also wanted to submit to you Planning staff's responses so that you are aware of some of the specifics regarding the case going to hearing. Just to reiterate what I had previously mentioned in our phone discussion, the applicants are also adhering to the county's requirement for a security plan to be in place prior to the establishment of this business. What the applicants have committed to includes having security patrols on site during business operating hours from 9 AM to 10 PM. This will also include roving patrols to ensure no loitering in nearby areas. During off hours, there will be overnight security surveilling the area remotely, alarms are in place to deter crime and any such activity would be reported immediately. The applicants have also committed to working with neighbors to improve the community so if there are certain concerns that you wish to discuss directly with them, they would be willing to have such conversations.

Gabriel Villalobos

Riverside County Planning
4080 Lemon Street 12th Floor
Riverside, CA 92501
951-955-6184



TOGETHER. Everybody Counts!



www.IECounts.org

From: Thomas Black <casafety@sbcglobal.net>
Sent: Wednesday, August 11, 2021 7:28 AM
To: Villalobos, Gabriel <GVillalo@rivco.org>
Subject: CONDITIONAL USE permit 190034

Board Members

This is a terrible idea. An industrial area is unguarded at night and vulnerable to crime.

In the past several years cannabis was being sold across the street from my building on Northshore St. This is a block away from the proposed site. We immediately had crime. Windows were broken and anything of value was stolen.

I met with the sheriff. They said little could be done. There is only one sheriff patrol assigned to the entire Thousand Palms area.

We currently have vehicle thefts in a nearby industrial building. Gasoline is stolen by drilling a hole in the tank. as well as vehicle parts being sawed off which costs thousands of dollars to repair. Trailers have been stolen. One van was stolen and reported. The sheriff did not find it. We found it parked on the freeway days latter. We need more sheriff patrols and better protection.

Please do not add to our crime problems. Vote no on this permit and give us more sheriff patrols.

Very truly yours,
Thomas Black
858 442 1645

8/17/21 21.1

THOMAS L. BLACK
16854 LOS MORROS
POST OFFICE BOX 729
RANCHO SANTA FE, CA 92067

8-9-21

COMMENTS ON
CONDITIONAL USE PERMIT # 190034

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2021 AUG 12 AM 10:19

Board MEMBERS:

THIS IS A TERRIBLE IDEA.
IN THE PAST CANNABIS WAS BEING SOLD
ACROSS THE STREET FROM MY BUILDING
ON NORTH SHORE, WE IMMEDIATELY HAD
BREAKINS, WINDOWS WERE BROKEN and
CASH and Property WERE STOLEN.

THE SHERIFF SAID THEY COULD NOT
HELP US. THERE IS ONLY ONE OFFICER FOR
THE ENTIRE AREA.

WE HAVE VEHICLE THEFTS IN A NEAR BY
PROPERTY - GASOLINE IS TAKEN BY DRILLING
HOLES IN THE GAS TANKS + ETC.

PLEASE DON'T ADD TO OUR PROBLEMS.
VOTE NO FOR THIS PERMIT AND GIVE US MORE
SHERIFF PATROLS.

THOMAS L. BLACK

Thomas L. Black

(c) 858 442 1645

8/17/21 21.1
2021-8-150839

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

2021 SEP -8 PM 12: 03

Receipt #: 21-383637

State Clearinghouse # (if applicable): _____

Lead Agency: CLERK OF THE BOARD OF SUPERVISORS Date: 08/10/2021

County Agency of Filing: RIVERSIDE Document No: E-202100813

Project Title: CUP190034, DA1900022

Project Applicant Name: CLERK OF THE BOARD OF SUPERVISORS Phone Number: (951) 955-6184

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

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

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

Total Received _____ **\$0.00**

Signature and title of person receiving payment: James D. Zimmerman Deputy

Notes:

8/17/21 21.1
2022-2-151315



Lead Agency: Clerk of the Board of Supervisors
ATTN: Gabriel Villalobos
Address: 4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202100813
08/10/2021 08:18 AM Fee: \$ 0.00
Page 1 of 2

Removed: 9/1/21 By: *Lisa Samp* Deputy



(SPACE FOR CLERK'S USE)

Project Title

CONDITIONAL USE PERMIT NO. 190034 AND DEVELOPMENT AGREEMENT 1900022

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: NOTICE OF PUBLIC HEARING ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT

Notes

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE WESTERN COACHELLA VALLEY, FOURTH SUPERVISORIAL DISTRICT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, August 17, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommended approval of **Conditional Use Permit No. 190034**, which proposes to redevelop a portion of an existing 7,734 square foot building to be used as a cannabis retail storefront with office space for the cannabis business which will occupy 1,792 square feet of the entire building. Development Agreement No. 1900022 & Ordinance No. 664.83 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900022 and Conditional Use Permit No. 190034 and will provide community benefits to the Thousand Palms Area. The project is located North of Adelaid St, East of Front St, and South of Northshore St, in the Fourth Supervisorial District.

The Planning Commission recommends that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 190034; and Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.83 approving DA 1900022.**

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, PRICIPAL PLANNER, AT (951) 955-6184 OR EMAIL GVILLALO@RIVCO.ORG.

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

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

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

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

Dated: August 7, 2021

Kecia Harper, Clerk of the Board
By: Zuly Martinez, Board Assistant



RIVERSIDE COUNTY
PLANNING DEPARTMENT

WP190034
DA1900022

John Hildebrand
Planning Director

Hearing Date: August 17, 2021

To: Clerk of the Board of Supervisors

From: Planning Department – Riverside (Planner: Gabriel Villalobos)

MinuteTraq #: 15282

Project Description:

TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 190034, Ordinance No. 664.83, and Development Agreement No. 1900022 – CEQA EXEMPT – Applicant: EEL – Riverside County, LLC – Fourth Supervisorial District – Thousand Palms Zoning District – Western Coachella Valley Area Plan: Community Development: Light Industrial (CD/LI) (0.25 – 0.60 FAR) – Location: North of Adelaide St, East of Front St, and South of Northshore St – 0.64 Acres – Zoning: Industrial Park (I-P) – REQUEST: Conditional Use Permit No. 190034 is a proposal to redevelop a portion of an existing 7,734 square foot building to be used as a cannabis retail storefront with office space for the cannabis business which will occupy 1,792 square feet of the entire building. Development Agreement No. 1900022 & Ordinance No. 664.83 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900022 and Conditional Use Permit No. 190034 and will provide community benefits to the Thousand Palms Area. – APN: 650-360-021 [100% Applicant Funds]

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2021 JUL 29 PM 1:55

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

- Place on Administrative Action
 - Receive & File
 - EOT
- Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- Labels provided If Set For Hearing
 - 10 Day 20 Day 30 day
- Publish in Newspaper:
 - (4th Dist) Desert Sun and Press Enterprise
- Place on Consent Calendar
- CEQA Exempt
 - 10 Day 20 Day 30 day
- Place on Policy Calendar (Resolutions; Ordinances; PNC)
- Notify Property Owners (app/agencies/property owner labels provided)
- Place on Section Initiation Proceeding (GPIP)

Designate Newspaper used by Planning Department for Notice of Hearing:
(4th Dist) Desert Sun and Press Enterprise

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

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

"Planning Our Future... Preserving Our Past" 8/17/21 planning Item 21.1

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on February 08, 2021

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

APN (s) or case numbers CUP190034 / DA1900022 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

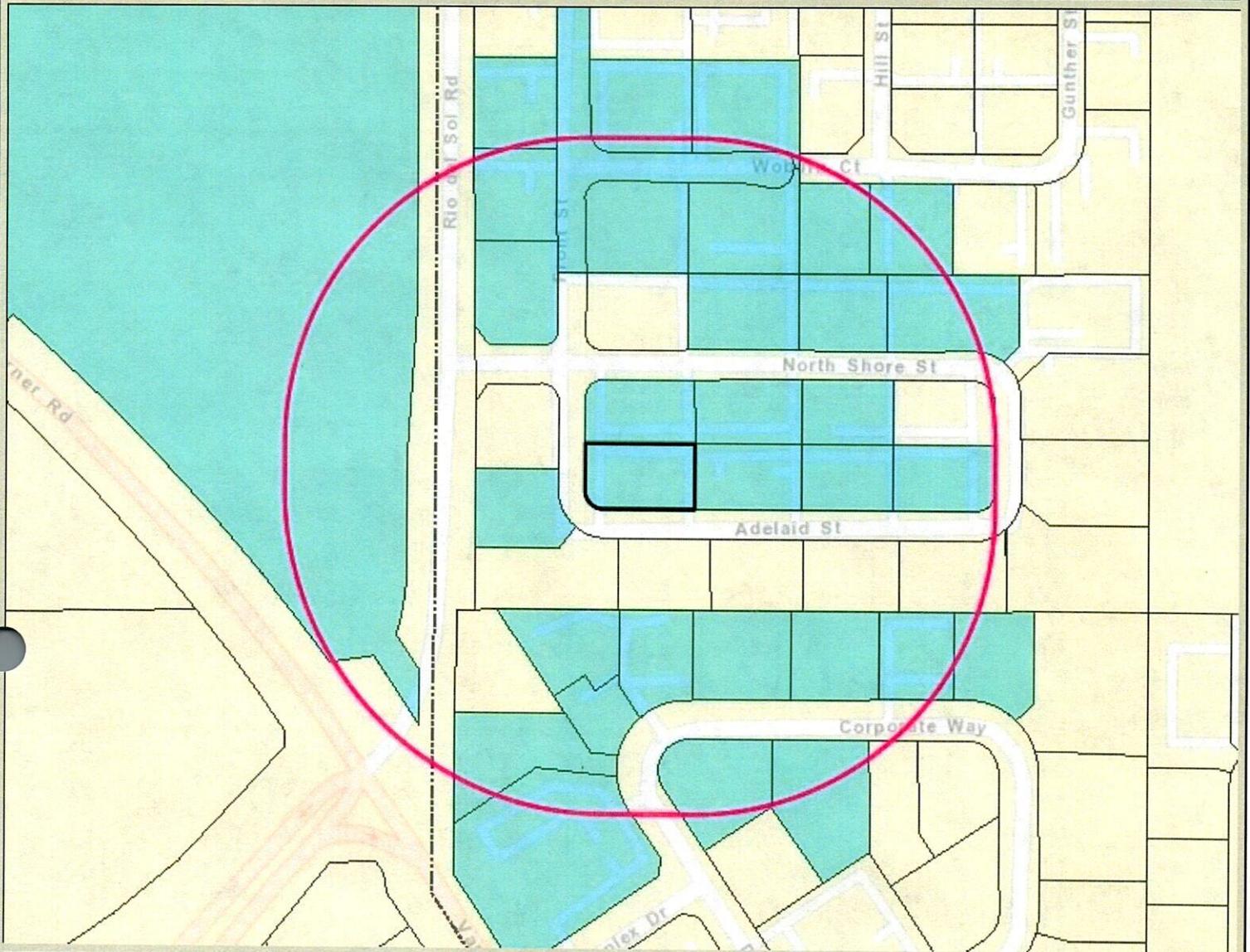
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP190034 / DA190022 (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... 2/8/2021 11:31:09 AM

© Riverside County RCIT

650080016
FRANK HARRISON
83295 N SHORE DR
INDIO CA 92203

650080058
FORSCHE PROP
PO BOX 1144
LA QUINTA CA 92253

670240017
RIO DEL SOL @ VARNER
622 N PALM CANYON DR
PALM SPRINGS CA 92262

650350013
ADM PROP
28 HAMMOND STE F
IRVINE CA 92618

650360021
FRANKLIN W. GIBSON
17602 SAMPSON LN STE B
HUNTINGTON BEACH CA 92647

650360018
NATALINE FRANCIS PISCITELLI
39301 BADGER ST STE 300
PALM DESERT CA 92211

650360022
OSTRO INV
1327 11TH ST # 6
SANTA MONICA CA 90401

650080059
AMERICAN MOBILE CORP
72050A CORPORATE WAY
THOUSAND PALMS CA 92276

650080089
INTERSEC DEV
77900 AVENUE OF THE STARS
PALM DESERT CA 92211

650360012
DOUG DENBOER
637 BIG CANYON DR W
PALM SPRINGS CA 92264

650360013
FOX LILLIAN ANN LIVING TRUST DTD 04/18/1997
78301 TRUE COUNTRY CT
BERMUDA DUNES CA 92203

650360015
BISON INV
17602 SAMPSON LN
HUNTINGTON BEACH CA 92647

650350036
RANCHO NINE HOLDINGS
P O BOX 13164
PALM DESERT CA 92255

650080041
MATTHEW V. JOHNSON
PO BOX 754
RANCHO MIRAGE CA 92270

650350006
N617KM
26021 ATLANTIC OCEAN
LAKE FOREST CA 92630

650080030
THOMAS L. BLACK
P O BOX 729
RANCHO SANTA FE CA 92067

650350002
JRP REALTY CA
30643 FRONT ST
THOUSAND PALMS CA 92276

650350025
THOUSAND PALMS BUSINESS PARK OWNERS
P O BOX 13164
PALM DESERT CA 92255

650360014
CORDOVA INV PARTNERS
3055 WILSHIRE BLVD STE 1010
LOS ANGELES CA 90010

650080031
MARY ESCAMILLA
P O BOX 265
THOUSAND PALMS CA 92276

650080088
RL ASSET HOLDINGS
P O BOX 1047
THOUSAND PALMS CA 92276

650350003
BERNARD WHITE & SONS
71905 HWY 111 STE E
RANCHO MIRAGE CA 92270

650350004
AIRGAS WEST INC
3737 WORSHAM AVE
LONG BEACH CA 90808

650360003
R L ASSET HOLDINGS
P O BOX 1047
THOUSAND PALMS CA 92276

650360019
TIMOTHY WESLEY LEWIS
57632 SUNNYSLOPE DR
YUCCA VALLEY CA 92284

650360016
ADJ PROP
73186 CYPRESS DR
RANCHO MIRAGE CA 92270

650080017
GERRY REALTY
78955 MARTINIQUE DR
BERMUDA DUNES CA 92203

650080039
A & M STONE & CABINET
72060 CORPORATE WAY
THOUSAND PALMS CA 92276

650080042
ERIK S. MOLLER
78455 AVENUE 41
INDIO CA 92201

650350005
DOUGLAS G. DENBOER
637 BIG CANYON DR W
PALM SPRINGS CA 92264

650350034
THOUSAND PALMS BUSINESS PARK OWNERS
38858 LOBELIA CIR
PALM DESERT CA 92211

650360001
HODGE CAPITAL CO
645 E BLITHEDALE AVE
MILL VALLEY CA 94941

650360020
J C EHRLICH CO INC
1125 BERKSHIRE BLV NO 150
READING PA 19610

Applicant/Owner:

EEL – Riverside County, LLC
c/o Elliot Lewis
1900 Main Street, #500
Irvine, CA 92614

Non-County Agencies:

Applicant/Owner:

EEL – Riverside County, LLC
c/o Elliot Lewis
1900 Main Street, #500
Irvine, CA 92614

Engineer/Rep:

Graphia architecture & Engineering
c/o Sean Freitas
100 Gateway Drive, Suite 120
Lincoln, CA 95648

Engineer/Rep:

Graphia architecture & Engineering
c/o Sean Freitas
100 Gateway Drive, Suite 120
Lincoln, CA 95648

Owner:

Franklin W. Gibson & Sandra J. Gibson
16991 Bolero Lane
Huntington Beach, CA 92649

Owner:

Franklin W. Gibson & Sandra J. Gibson
16991 Bolero Lane
Huntington Beach, CA 92649

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE WESTERN COACHELLA VALLEY, FOURTH SUPERVISORIAL DISTRICT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, August 17, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommended approval of **Conditional Use Permit No. 190034**, which proposes to redevelop a portion of an existing 7,734 square foot building to be used as a cannabis retail storefront with office space for the cannabis business which will occupy 1,792 square feet of the entire building. Development Agreement No. 1900022 & Ordinance No. 664.83 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of **Development Agreement No. 1900022** and Conditional Use Permit No. 190034 and will provide community benefits to the Thousand Palms Area. The project is located North of Adelaid St, East of Front St, and South of Northshore St, in the Fourth Supervisorial District.

The Planning Commission recommends that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 190034**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.83 approving DA 1900022.**

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, PRICIPAL PLANNER, AT (951) 955-6184 OR EMAIL GVILLALO@RIVCO.ORG.

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Dated: August 7, 2021

Kecia Harper, Clerk of the Board
By: Zuly Martinez, Board Assistant



PROOF OF PUBLICATION

**STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE**

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST

RIVERSIDE CA 92501

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

08/07/2021

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

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 9th of August 2021 in Green Bay, WI, County of Brown.

Sana Kanitz

DECLARANT

Ad#:0004851261
P O : 4851261

This is not an invoice

of Affidavits: 1

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE WESTERN COACHELLA VALLEY, FOURTH SUPERVISORIAL DISTRICT.

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

Dated: August 7, 2021 Kecia Harper, Clerk of the Board
Published: 8/7/2021 By: Zuly Martinez, Board Assistant

*TLMA - Planning
item 21.1
& August 17, 2021*

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2021 AUG 16 PM 2:20



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

Environmental Health Item 19.1 August 17, 2021

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST
RIVERSIDE CA 92501

RIVERSIDE COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, August 17, 2021 at 9:30 a.m., or as soon as possible thereafter, to consider adoption of the following Ordinance:

SUMMARY OF PROPOSED ORDINANCE NO. 682.6

AN ORDINANCE OF THE COUNTY OF RIVERSIDE REGULATING THE CONSTRUCTION, RECONSTRUCTION, ABANDONMENT AND DESTRUCTION OF WELLS AND INCORPORATING BY REFERENCE ORDINANCE NO. 725

This summary is presented pursuant to California Government Code Section 25124(b), a certified copy of the full text of Ordinance No. 949 may be examined at the Office of the Clerk of the Board of Supervisors of the County of Riverside located at 4080 Lemon Street, 1st Floor, Riverside, California.

Ordinance 682 allow the Department of Environmental Health to issue permits and oversee the construction, reconstruction, abandonment or destruction of wells throughout Riverside County. The ordinance references State statute and guidance to shape the standards for these actions.

Ordinance 682.6 makes three changes: Section 2. - Added definition for "Driven Well" Section 3.A.2. - Clarify that temporary holes/borings for environmental assessments do not require a permit Attachment A - Incorporate a map showing a known perched aquifer for consideration of additional well requirements

The Riverside County Board of Supervisors approved a Form 11 initiating a public hearing and adoption of the ordinance on August 17, 2021.

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the hearing or may appear and be heard in support or opposition to the project at the time of the hearing. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public hearing.

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

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

Dated: August 7, 2021

Kecia R. Harper, Clerk of the Board
By: Zuly Martinez, Board Assistant
Published: 8/7/2021

RIVERSIDE COUNTY BOARD OF SUPERVISORS

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

08/07/2021

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

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 9th of August 2021 in Green Bay, WI, County of Brown.

[Signature of Lana Kanitz]

DECLARANT

Ad#:0004846140
P.O.:

This is not an invoice

of Affidavits: 1

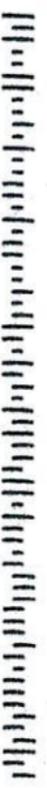
2021 AUG 16 PM 2:20
RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS

GANNETT

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



CRE-SMB 92501



**PRESORTED
FIRST CLASS**



U.S. POSTAL SERVICE
PITNEY BOWES
ZIP 54313 **\$ 000.45⁰**
02 4W
0000337066 AUG 12 2021

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE WESTERN COACHELLA VALLEY, FOURTH SUPERVISORIAL DISTRICT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, August 17, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommended approval of **Conditional Use Permit No. 190034**, which proposes to redevelop a portion of an existing 7,734 square foot building to be used as a cannabis retail storefront with office space for the cannabis business which will occupy 1,792 square feet of the entire building. Development Agreement No. 1900022 & Ordinance No. 664.83 has a term of 10 years and grants the applicant vesting rights to develop the Project in accordance with the terms of **Development Agreement No. 1900022** and Conditional Use Permit No. 190034 and will provide community benefits to the Thousand Palms Area. The project is located North of Adelaide St, East of Front St, and South of Northshore St, in the Fourth Supervisorial District.

The Planning Commission recommends that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 190034; and Introduce, Read Title, and Waive Further Reading of, and Adopt Ordinance No. 664.83 approving DA 1900022.**

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

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT GABRIEL VILLALOBOS, PRICIPAL PLANNER, AT (951) 955-6184 OR EMAIL GVILLALO@RIVCO.ORG.

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

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

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

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

Dated: August 7, 2021

Kecia Harper, Clerk of the Board
By: Zuly Martinez, Board Assistant

