

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



FROM : TLMA-PLANNING:

ITEM: 21.1  
(ID # 17281)

Tuesday, October 05, 2021

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 190036, DEVELOPMENT AGREEMENT NO. 1900024 AND ASSOCIATED ORDINANCE NO. 664.84 – CEQA EXEMPT (SECTIONS 15301 and 15061 (b)(3) Common Sense) – Applicant: Nibble This, Lake Elsinore, LLC– Engineer/Representative: Graphia Architecture & Engineering - First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan – Community Development: Mixed Use Area (CD: MUA) – Location: 17139 Grand Ave, Lake Elsinore CA, 92530, south of Grand Avenue, east of Evergreen Street, west of Adelfa Street – 1.34 Gross Acres – Zoning: General Commercial (C-1/C-P)– REQUEST: Conditional Use Permit No. 190036 is a proposal for a Commercial Cannabis Facility, that includes cannabis retail storefront and mobile delivery. (Facility). The cannabis facility will occupy 3,313 sq. ft. of an existing retail center. The existing retail center has two buildings that total 8,236 sq. ft. and fifty-two off-street parking spaces. The project site has adequate parking spaces to service the proposed project and the retail center's existing and future tenants. The cannabis retail store front hours of operation will be 7:00 a.m. to 9:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. Development Agreement No. 1900024 and Ordinance No. 664.84 is a proposal for the applicant entering into a development agreement with the County consistent with Board of Supervisor's Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. APN 381-273-029, District 1. [Applicant Fees 100%]

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

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Article 19 Sections 15301 (Existing Facilities) and 15061 (b) (3) (Common Sense) based on the findings and conclusions in the staff report;

Continued on page 2

**ACTION:** Policy


  
John Hildebrand, Planning Director 9/21/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 5, 2021  
xc: Planning, COB

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

2. **APPROVE CONDITIONAL USE PERMIT NO. 190036**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report and subject to adoption of Ordinance No. 664.84; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT on** successive weeks ORDINANCE NO. 664.84 an Ordinance of the County of Riverside approving Development Agreement No. 1900024, based on the findings in this staff report.

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

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

**BACKGROUND:**

**Summary**

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

The project was assigned an RFP Cannabis File No. CAN190043. Pursuant to the Board of Supervisors approved ranking list, this application was ranked number 4 and as a result, it was recommended to proceed forward with the conditional use permit application process for a storefront cannabis retailer.

The applications for Conditional Use Permit No. 190036 (CUP190036) and Development Agreement No. 1900024 (DA1900024) were received by the Riverside County Planning Department on October 15, 2019.

**Project Details:**

The proposed project will occupy 3,313 square-foot tenant space within an existing shopping center to be utilized as a storefront cannabis retailer on a 1.34-acre lot with parking and



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landscaping. The existing shopping center has two buildings that total 8,236 square feet and includes fifty-two (52) off-street parking spaces, which consists of forty-eight (48) standard parking spaces, three (3) accessible parking spaces, and one (1) electric vehicle parking space. The existing parking area provides sufficient on-site parking for the proposed retail cannabis business and remaining retail units that are not a part of this project. Based on Ordinance No. 348, the required onsite parking is 1 space per 200 sq. ft of general retail. This equates to 42 required parking spaces for the entire retail center; the site exceeds this requirement by 10 spaces. Of the existing parking spaces, the retail cannabis requires seventeen (17) parking spaces. The site also includes a trash enclosure located within the perimeter of the property. In addition, landscaping and internal walkways are existing throughout the site. The property is accessed from Grand Avenue.

The existing retail tenant unit is a vacant 3,313 square-foot space located within an existing shopping center. The existing building is a single-story structure with a flat tile roofing design, and stucco sidings installed along all elevations of the building. In addition, the building has glass windows, and entrance doors dedicated for each tenant space.

The interior of the proposed suite area consists of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms, and employee break areas.

The project will operate strictly as a retail business that will be open to the public between the hours of 7 am to 9 pm, with delivery services provided from this location.

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

The Mixed-Use Area (MUA) land use designation is intended to allow for more flexibility in land usage than conventionally designated and zoned areas that limit land uses to a singular theme. While traditional mixed-use development is seen as vertical with commercial or offices on the bottom floors and housing above, the diverse nature of the various communities in the County is such that some mixed-use developments may be horizontal. Horizontal mixed-use allows differing uses to coexist side by side rather than vertically. As such, the project is consistent with the Land Use Designation in which it is located as the project is located within a previously developed shopping center and proposes a commercial Cannabis business that would otherwise not be there. The project is consistent with the Community Development General Plan Foundation Component and Mixed-Use Area Land Use Designation as it would provide community services and job opportunities within the surrounding community.

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In addition, the project is also located within the Lakeland Village Policy Area (LVPA) and upholds the Elsinore Area Plan policy ELAP 6.2, which provides, "In addition to Specific Plan and Mixed-Use zoning classifications, commercial zoning classifications that implements the intent of the land use designation or provide for a community serving use(s) may be utilized for any Mixed-Use Area (MUA) General Land Use designation within the Lakeland Village Policy Area (LVPA)". Considering the project is located within the General Commercial (C-1/C-P) zone and meets the development standards, the project is consistent with the General Plan and the General Plan Policy Area.

**Zoning Consistency**

The project site is zoned C-1/C-P (General Commercial). Pursuant to Section 19.518.a.(2) of Ordinance No. 348, Storefront Cannabis Retailers with a permanent structure are allowed in the C-1/C-P Zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P Zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, and parking, and setback requirements.

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

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

**Development Agreement No. 1900024**

All Commercial Cannabis Activities are required to have an approved development agreement pursuant to Board Policy B-9 and Ordinance No. 348 section 19.507. Development Agreement No. 1900024 (DA) will solidify public benefits that the applicant will provide to the surrounding community, as well as set the permit expiration date. As such, the applicant has proposed entering into the attached 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. 1900024 requires the applicant to make the following payments to TLMA:



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- 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 \$59,634.00 which will be increased 2% per year. The baseline payment amount shall be allocated 45% to the Code Enforcement Department, and the remaining 55% will be transferred to the Executive Office for deposit into the General Fund, to be allocated as part of the annual budget process and generally spent on cannabis regulatory activity performed by the District Attorney's Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Counsel, and the Agricultural Commissioner's office. The percentages above are based on the expected regulatory costs that were used to establish the baseline Public Benefits fee, as approved by the Board on January 29, 2019. The Code Enforcement Department will serve as the main regulatory arm of the County in monitoring that the businesses will comply with their conditions of approval and respond to public concerns.
- 3) An annual Additional Public Benefit payment of \$120,000, which will increase 3% per year for the initial five (5) years of the term for the Development Agreement and then an annual increase of 4% for the remaining term of the Development Agreement. This payment shall be held by TLMA in an account specifically for the Elsinore area, to be allocated by the Board of Supervisors to projects and services that benefit the community. The County will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the County's Board of Supervisors. Additionally, owner will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Ordinance No. 664.84, an Ordinance of the County of Riverside Approving DA1900024, incorporates by reference DA1900024 consistent with Government Code section 65867.5.

**Lakeland Village Community Advisory Committee**

The applicant presented the proposed project to the Lakeland Village Community Advisory Committee on August 26, 2021. Due to the pandemic restrictions, the applicant presented the project through Zoom, a web conferencing platform. The invitation to participate remotely was sent via email. A few members of the community attended, and no concerns or opposition raised during the presentation.

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**Planning Commission**

The Riverside County Planning Commission considered the project at a regularly scheduled public hearing held on May 19, 2021. The applicant agreed to accept all recommended conditions of approval for CUP190036. The Planning Commission recommended that the Board of Supervisors tentatively approve DA1900024 and approve CUP190036 by a unanimous vote (5-0). No public comments were provided to Planning Commission for consideration.

Staff missed one email in opposition of the project attached as Attachment C. Staff called Ms. Nelson after the Planning Commission meeting to discuss the project and her concerns about safety and public benefit. After discussions about 24-hour security guard on-site and the anticipated allocation of funds, Ms. Nelson had no further questions.

**Impact on Residents and Businesses**


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

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- A. **PLANNING COMMISSION STAFF REPORT and STAFF MEMO MAY 19, 2021**
- B. **PLANNING COMMISSION MINUTES AND REPORT OF ACTIONS MAY 19, 2021**
- C. **LETTER OF OPPOSITION**
- D. **ORDINANCE NO. 664.84**
- E. **DEVELOPMENT AGREEMENT NO. 1900024**

  
Jason Farin, Principal Management Analyst

9/29/2021

  
Gregory L. Priamos, Director County Counsel

9/23/2021





**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

Agenda Item No.

**4 . 3**

Planning Commission Hearing: May 19, 2021

**PROPOSED PROJECT**

**Case Number(s):** DA1900024 and CUP190036  
**Environmental:** CEQA Exempt, Section No. 15303 and Section 15061 (b) (3)  
**Area Plan:** Elsinore  
**Zoning Area/District:** Lakeland Village District  
**Supervisory District:** First District  
**Project Planner:** Mina Morgan  
**Project APN(s):** 381-273-029

**Applicant(s):** Nibble This – Lake Elsinore, LLC

**Representative(s):** Graphia Architecture & Engineering

  
 John Hildebrand  
 Planning Director

**PROJECT DESCRIPTION AND LOCATION**

**Conditional Use Permit No. 190036** proposes to use an existing 3,313 square-foot building as a storefront cannabis retailer with delivery services, on a 1.34 acre lot with parking, landscaping.

**Development Agreement No. 1900024** 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. 1900024 and Conditional Use Permit No. 190036, and will provide community benefits to the Elsinore Area.

The project site is located at 17139 Grand Ave, Lake Elsinore CA, 92530, south of Grand Avenue, east of Evergreen Street, west of Adelfa Street within the Elsinore Area Plan.

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) based on the findings and conclusions in the staff report; and,

**TENTATIVELY APPROVE Development Agreement No. 1900024**, 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. 190036**, subject to the attached Advisory Notification Document and Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance by the Board of Supervisors.

**PROJECT DATA**

**Land Use and Zoning:**

Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Mixed Use Area (MUA)
Surrounding General Plan Land Uses	
North:	Medium Density Residential (MDR)
East:	Mixed Use Area (MUA)
South:	Mixed Use Area (MUA)
West:	Mixed Use Area (MUA)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Surrounding Zoning Classifications	
North:	General Commercial (C-1/C-P)
East:	General Commercial (C-1/C-P)
South:	General Commercial (C-1/C-P)
West:	General Commercial (C-1/C-P)
Existing Use:	Existing Shopping Center
Surrounding Uses	
North:	Residential
East:	Vacant Land
South:	Residential
West:	Residential

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	1.34 Gross acres	N/A
Existing Building total Area (SQFT):	total building is 8,236 sq. ft.	N/A
Tenant Space (Cannabis):	3,313 sq. ft.	N/A
Building Height (FT):	26'-6" feet in height	Maximum 50 feet in height



**Parking:**

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Storefront (Cannabis)	3,313 sqft.	1 space/200 sq. ft. of gross floor area	17	52
<b>TOTAL:</b>	<b>3,313</b>		<b>17</b>	<b>52</b>

**Located Within:**

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

## PROJECT LOCATION MAP



## PROJECT BACKGROUND AND ANALYSIS

### **Background:**

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

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

The project was assigned an RFP Cannabis File No. CAN190043. Pursuant to the Board of Supervisors approved ranking list, this application was ranked number 4 and as a result, it was recommended to proceed forward with the conditional use permit application process for a storefront cannabis retailer.

The applications for Conditional Use Permit No. 190036 (CUP190036) and Development Agreement No. 1900024 (DA1900024) were received by the Riverside County Planning Department on October 15, 2019.

### **Project Details:**

The proposed project will occupy 3,313 square-foot tenant space within an existing shopping center to be utilized as a storefront cannabis retailer on a 1.34-acre lot with parking and landscaping. The existing shopping center has two buildings that total 8,236 square feet and includes fifty-two (52) off-street parking



spaces, which consists of forty-eight (48) standard parking spaces, three (3) accessible parking spaces, and one (1) electric vehicle parking space. The existing parking area provides sufficient on-site parking for the proposed retail cannabis business and remaining retail units that are not a part of this project. Based on Ordinance No. 348, the required onsite parking is 1 space per 200 sq. ft of general retail. This equates to 42 required parking spaces for the entire retail center; the site exceeds this requirement by 10 spaces. Of the existing parking spaces, the retail cannabis requires seventeen (17) parking spaces. The site also includes a trash enclosure located within the perimeter of the property. In addition, landscaping and internal walkways are existing throughout the site. The property is accessed from Grand Avenue.

The existing retail tenant unit is a vacant 3,313 square-foot space located within an existing shopping center. The existing building is a single-story structure with a flat tile roofing design, and stucco sidings installed along all elevations of the building. In addition, the building has glass windows, and entrance doors dedicated for each tenant space.

The interior of the proposed suite area consists of areas for retail sales, reception, storage, waiting area, and other spaces that include restrooms, and employee break areas.

The project will operate strictly as a retail business that will be open to the public between the hours of 7 am to 9 pm, with delivery services provided from this location.

#### **General Plan/Policy Area Consistency**

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

The Mixed-Use Area (MUA) land use designation is intended to allow for more flexibility in land usage than conventionally designated and zoned areas that limit land uses to a singular theme. While traditional mixed-use development is seen as vertical with commercial or offices on the bottom floors and housing above, the diverse nature of the various communities in the County is such that some mixed-use developments may be horizontal. Horizontal mixed-use allows differing uses to coexist side by side rather than vertically. As such, the project is consistent with the Land Use Designation in which it is located as the project is located within a previously developed shopping center and proposes a commercial Cannabis business that would otherwise not be there. The project is consistent with the Community Development General Plan Foundation Component and Mixed-Use Area Land Use Designation as it would provide community services and job opportunities within the surrounding community.

In addition, the project is also located within the Lakeland Village Policy Area (LVPA) and upholds the Elsinore Area Plan policy ELAP 6.2, which provides, "In addition to Specific Plan and Mixed-Use zoning classifications, commercial zoning classifications that implements the intent of the land use designation or provide for a community serving use(s) may be utilized for any Mixed-Use Area (MUA) General Land Use designation within the Lakeland Village Policy Area (LVPA)". Considering the project is located within

the General Commercial (C-1/C-P) zone and meets the development standards, the project is consistent with the General Plan and the General Plan Policy Area.

### **Zoning Consistency**

The project site is zoned C-1/C-P (General Commercial). Pursuant to Section 19.518.a.(2) of Ordinance No. 348, Storefront Cannabis Retailers with a permanent structure are allowed in the C-1/C-P Zone with an approved conditional use permit. The applicant has submitted this CUP application to ensure compliance with all applicable development standards and regulations. As further described in the findings section, the project meets all the applicable development standards for the C-1/C-P Zone and those set forth in Section 19.519 of Ordinance No. 348, including design, height, and parking, and setback requirements.

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

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

## **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), which provides: Class I consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration is whether the project involves negligible or no expansion of an existing use. The existing site has already been utilized for ongoing retail and commercial uses at the site. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyance would be required, which would not significantly expand the capability of the site or substantively increase the proposed use of the site beyond what already occurs. In this case, the proposed project would not expand the existing structures and has not proposed any significant construction or improvements for the project site. Therefore, the project as proposed, would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project is exempt from CEQA.

Additionally, this project is also exempt under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. 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.

Furthermore, the project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location; thus, no environmental impacts are anticipated to occur. The County of Riverside regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constraints to development posed by subsidence. Additionally, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the project is required to maintain any applicable permits from the Riverside County Fire Department, the Riverside County Department of Environmental Health, the Riverside County Department of Waste Resources and the Agricultural Commissioner.

## 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 Foundation Component of Community Development (CD) and a Land Use Designation of Mixed-Use Area (MUA). 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 Mixed-Use Area (MUA) land use designation is intended to allow for more flexibility in land usage than conventionally designated and zoned areas that limit land uses to a singular theme. While traditional mixed-use development is seen as vertical with commercial or offices on the bottom floors and housing above, the diverse nature of the various communities in the County is such that some mixed-use developments may be horizontal. Horizontal mixed-use allows differing uses to coexist side by side rather than vertically. As such, the project is consistent with the Land Use Designation in which it is located as the project is located within a previously developed shopping center and proposes a commercial Cannabis business that would otherwise not be there. The project is consistent with the Community Development General Plan Foundation Component and Mixed-Use Area Land Use Designation as it would provide community services and job opportunities within the surrounding community.

In addition, the project is also located within the Lakeland Village Policy Area (LVPA) and upholds the Elsinore Area Plan policy ELAP 6.2, which provides, "In addition to Specific Plan and Mixed-Use zoning classifications, commercial zoning classifications that implement the intent of the land use designation or provide for a community serving use(s) may be utilized for any Mixed-Use Area (MUA)

General Land Use designation within the Lakeland Village Policy Area (LVPA)". Considering the project is located within the C-1/C-P zone and meets the development standards, the project is consistent with the General Plan and the General Plan Policy Area.

2. The site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan Foundation Component of Community Development (CD) and Land Use Designation of Mixed-Use Area (MUA) because the C-1/C-P Zone conditionally allows specified retail uses which implements the CD: MUA General Plan Land Use Designation that encourages local and regional retail and services.
3. The proposed use, a Storefront Cannabis Retailer with a permanent structure, is allowed in the C-1/C-P Zoning Classification with an approved Conditional Use Permit.
4. The uses surrounding the property in question are predominately vacant parcels to the west and east and residential uses to the north and south of the project site. The project in question meets all the required setbacks and development standards for the proposed use.

**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 Ordinance No. 348. The site is located adjacent to other properties which have land use designations of Mixed-Use Area (MUA) to the east, west and south which allow for more flexibility in land usage than conventionally designated and zoned areas that limit land uses to a singular theme. The proposed use, a cannabis retail storefront, 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 of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 and other sections of the Advisory Notification Document address odor, hours of operation, security, and other requirements of Section 19.505.
2. While security has been raised as a concern relating to cannabis-related activities, a standard requirement of the advisory notification document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access 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.* The project is not located within 1,000 feet of any other Cannabis Retailer, at the point of the writing of this staff report no other existing or even proposed Cannabis Retailers were determined to be within 1,000 feet of the proposed project site.
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 as no smoke shops were observed within the 500 foot buffer from the project 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 General Commercial (C-1/C-P) zone which provides there are no yard requirements for buildings which do not exceed 35 feet in height. The existing building has a maximum height of 26.5 feet which does not exceed the 35 foot limit. Therefore, this standard is met.
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 8 AM to 9 PM and no mobile deliveries shall be scheduled after 9 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. (Conditions of Approval Advisory Notification Document Planning Cannabis Retail Operations – 1)

- B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Advisory Notification Document Planning Cannabis Retail Operations – 2)*
- C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 3)*
- D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 4)*
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 5)*
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 6)*
- G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 7)*
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 8)*



- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning Cannabis Retail Operations – 14)

**Cannabis Retail Findings:**

- 1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements. (Advisory Notification Document Planning. 7 - 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 No. 16 Planning - General - O. Permit and License Posting, Advisory Notification Document No. 11 Planning – General – K Monitoring Program)
4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

**General Commercial (C-1/C-P) Zone Development Standards Findings:**

1. The following standards of development are required in the C-1/C-P Zone:
  - a. *There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.* The project meets this requirement as there is no lot area requirement.
  - b. *There are no yard requirements for buildings which do not exceed 35 feet in height except as required for specific plans. Any portion of a building which exceeds 35 feet in height shall be set back from the front, rear and side lot lines not less than two feet for each foot by which the height exceeds 35 feet. The front setback shall be measured from the existing street line unless a specific plan has been adopted in which case it will be measured from the specific plan street line. The rear setback shall be measured from the existing rear lot line or from any recorded alley or easement; if the rear line adjoins a street, the rear setback requirement shall be the same as required for a front setback. Each side setback shall be measured from the side lot line, or from an existing adjacent street line unless a specific plan has been adopted, in which case it will be measured from the specific plan street line.* The project meets this requirement as the maximum height of the existing building is 26.5 feet in height which is below the height limit, and this project is not located within a specific plan. As such there are no yard requirements for the proposed project.
  - c. *No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Section 18.34 of Ordinance No. 348. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to Section 18.27 of Ordinance No. 348.* The project meets this requirement as the existing building is listed as 26.5 feet in height which is under the 50 foot threshold.
  - d. *Automobile storage space shall be provided as required by Section 18-12 or Ordinance No. 348.* The project meets this development as the site has been previously developed and includes fifty-two (52) off-street parking spaces which consists of forty-eight (48) standard parking spaces, three (3) accessible parking space, and one (1) electric vehicle parking space, exceeding the off-street requirement for retail cannabis at 1 stall per 200 square-feet that equals a minimum of seventeen (17) parking spaces.



- e. *All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet. The project meets this requirement as the building is already existing and no roof-mounted equipment is proposed.*

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan.
2. The project site is located within the **City of Lake Elsinore** Sphere of Influence. This project was provided to the **City of Lake Elsinore** for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is not located within an Airport Influence Area ("AIA") boundary and is therefore not subject to the Airport Land Use Commission ("ALUC") review.
4. The project 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:**

1. The project site is located within a Cal Fire State Responsibility Area ("SRA") and is also located within a very high hazard severity zone.

**Development Agreement:**

The applicant has proposed entering into the attached draft Development Agreement No. 1900024 (DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the project is developed in a way that would not conflict with the public's health, safety or general welfare. The DA has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

**Approval Requirements and Conclusion:**

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

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

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

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



DEVELOPMENT AGREEMENT NO. 1900024

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. Nibble This - Riverside County, LLC, a California limited liability company (hereinafter "Nibble This");
- B. The Brunner Family Trust dated March 3, 2007;
- C. Raquel Origel, an individual, as Managing Member of Nibble This;
- D. Clyde W. Brunner, an individual, as Member of Nibble This and Trustee of the Brunner Family Trust dated March 3, 2007; and
- E. Sharol Brunner, an individual, as Trustee of the Brunner Family Trust dated March 3, 2007.

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

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

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

1.1.5 "COUNTY" means the County of Riverside, a political subdivision of the State of California.



1.1.6 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction or 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. 190036) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this



Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements set forth in Resolution No. 2020-124.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190036.

(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:

Nibble This - Lake Elsinore, LLC

ATTN: Raquel Origel, Managing Member

316 Calle Corral

San Clemente, CA 92673

The Brunner Family Trust dated March 3, 2007

ATTN: Clyde and Sharol Brunner, Trustees

171 Avenida Vaquero, Unit B

San Clemente, CA 92672

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 190043, 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 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

4.3 Annual Additional Public Benefits. OWNER shall perform additional public benefits identified in Exhibit "H" that will benefit the community in which the Commercial Cannabis Activity is located. Prior to 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% for the first five (5) years of this Agreement and 4% for the remaining five (5) years of this Agreement. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the applicable annual increase.

4.4 Taxes. 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. 190036 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. 190036 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. 1900024

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. 1900024

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. 1900024

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. 1900024

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4926
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3



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

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

**EXHIBIT "E"**

**Development Agreement No. 1900024**

**COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION**

**As shown on the attached site plan, CUP No. 190036 permits a storefront retail cannabis business to operate from an existing 3,313 square foot building located on a 1.34 acre lot.**

**EXHIBIT "F"**

**Development Agreement No. 1900024**

**APPLICABLE PUBLIC BASE BENEFITS PAYMENTS**

The Cannabis Retailer operating at the Property pursuant to CUP No. 190036 includes an existing 3,313 square foot building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$59,634.00 and will increase annually at a rate of 2%.



**EXHIBIT "G"**

**Development Agreement No. 1900024**

**CANNABIS AREA CALCULATION EXHIBIT**

The Cannabis Area calculation includes the existing 3,313 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900024

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

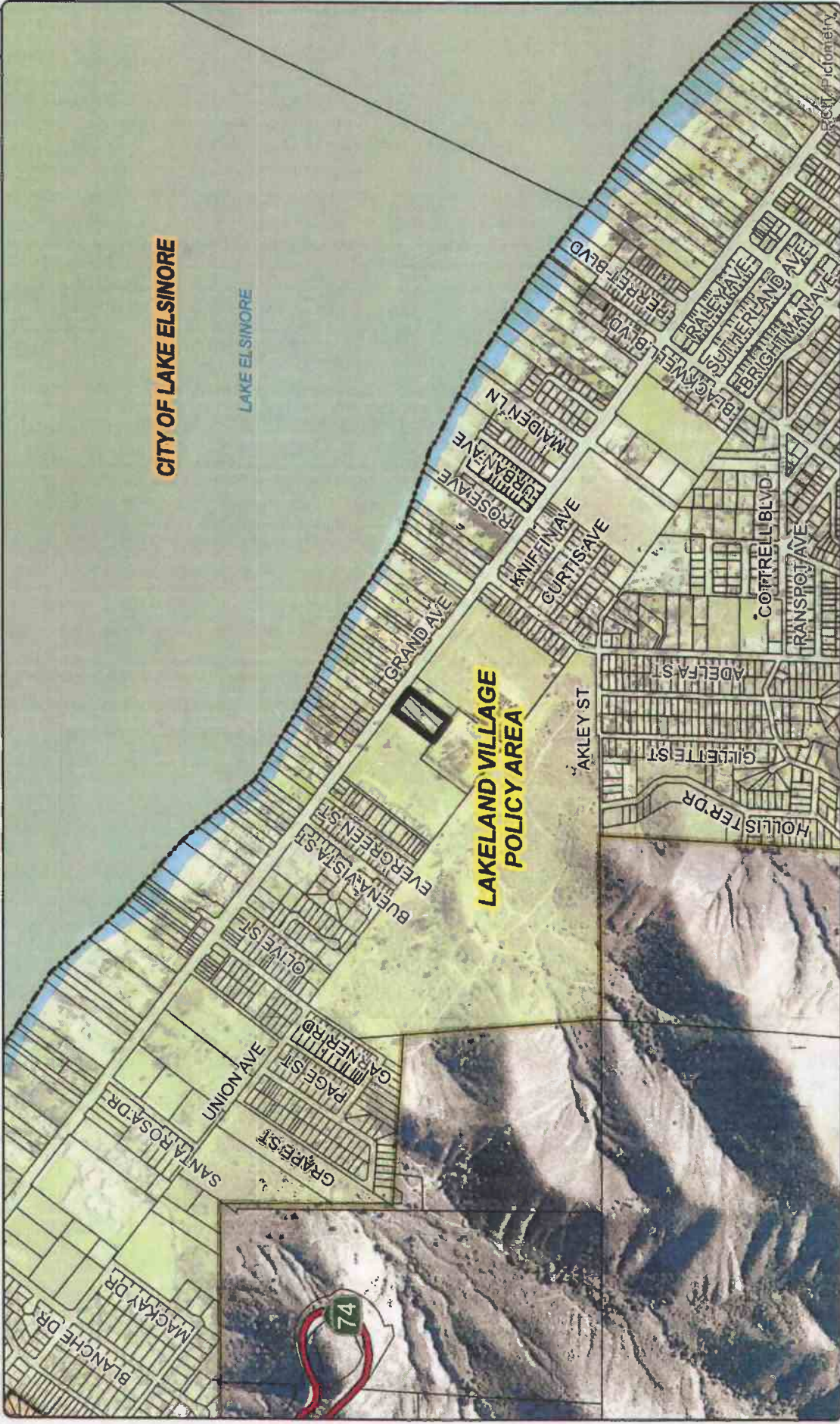
The additional annual public benefit provided by the OWNER shall be \$120,000.00 with an annual increase of 3% for the initial five (5) years of the term for Development Agreement No. 1900024 and then an annual increase of 4% for the remaining term of Development Agreement No. 1900024. The COUNTY will 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 190043, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP190036 DA1900024**  
**VICINITY/POLICY AREAS**

Supervisor: Jeffries  
 District 1

Date Drawn: 01/14/2021  
 Vicinity Map



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2020, the County of Riverside adopted a new General Plan providing a new land use designations for unincorporated Riverside County. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-2300 (Western County) or the Palm Desert at (760)440-4777 (Eastern County) or Website: [www.riversidecounty.net](http://www.riversidecounty.net)



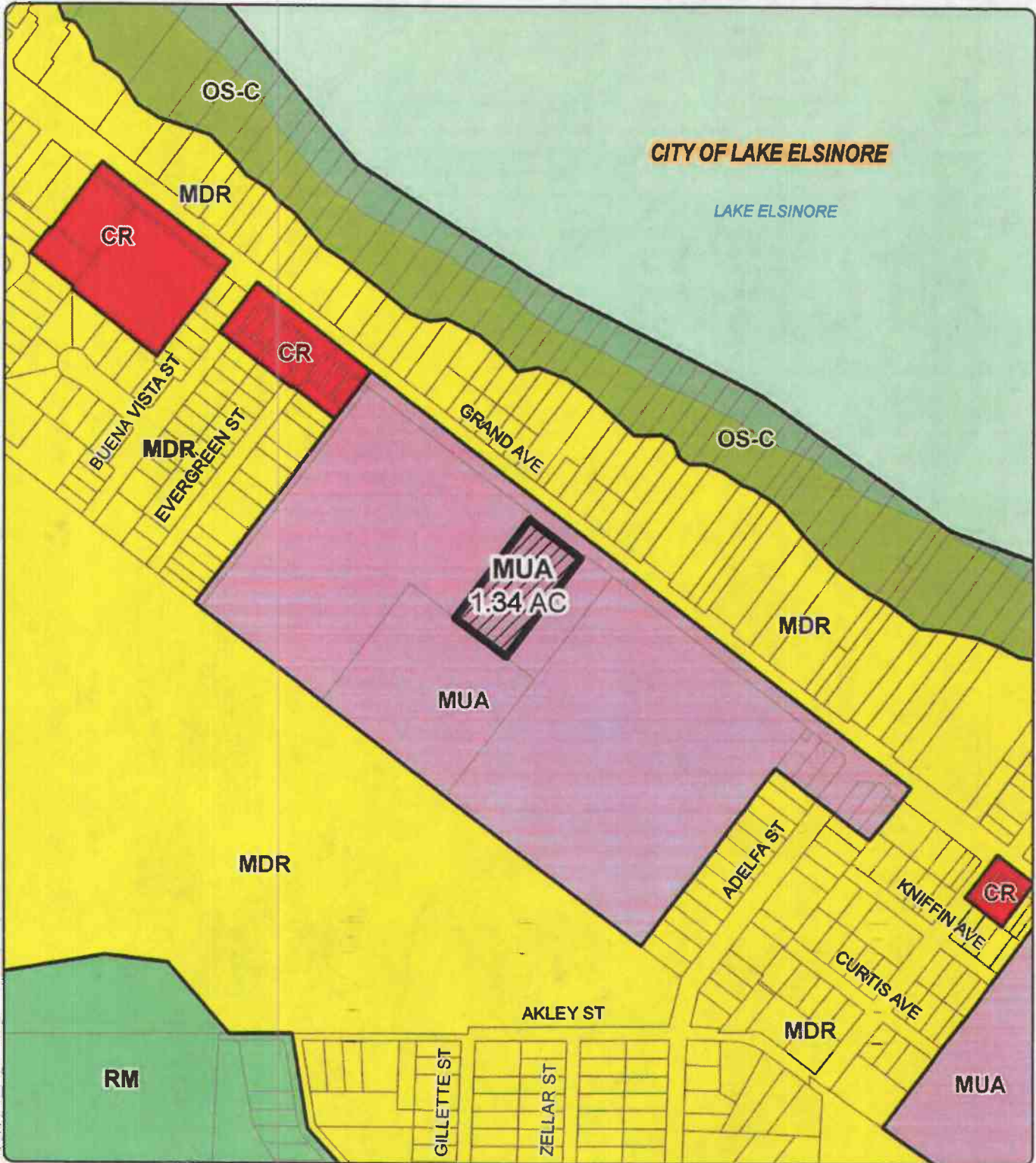
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190036 DA1900024

EXISTING GENERAL PLAN

Supervisor: Jeffries  
District 1

Date Drawn: 01/15/2021  
Exhibit 5



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)868-8277 (Eastern County) or Website <http://www.riverside.ca.gov>



RIVERSIDE COUNTY PLANNING DEPARTMENT  
**CUP190036 DA1900024**

Supervisor: Jeffries  
 District 1

Date Drawn: 01/15/2021  
 Exhibit 1

**LAND USE**



Zoning Dist: Lakeland Village

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 office in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://www.riverside.ca.gov>

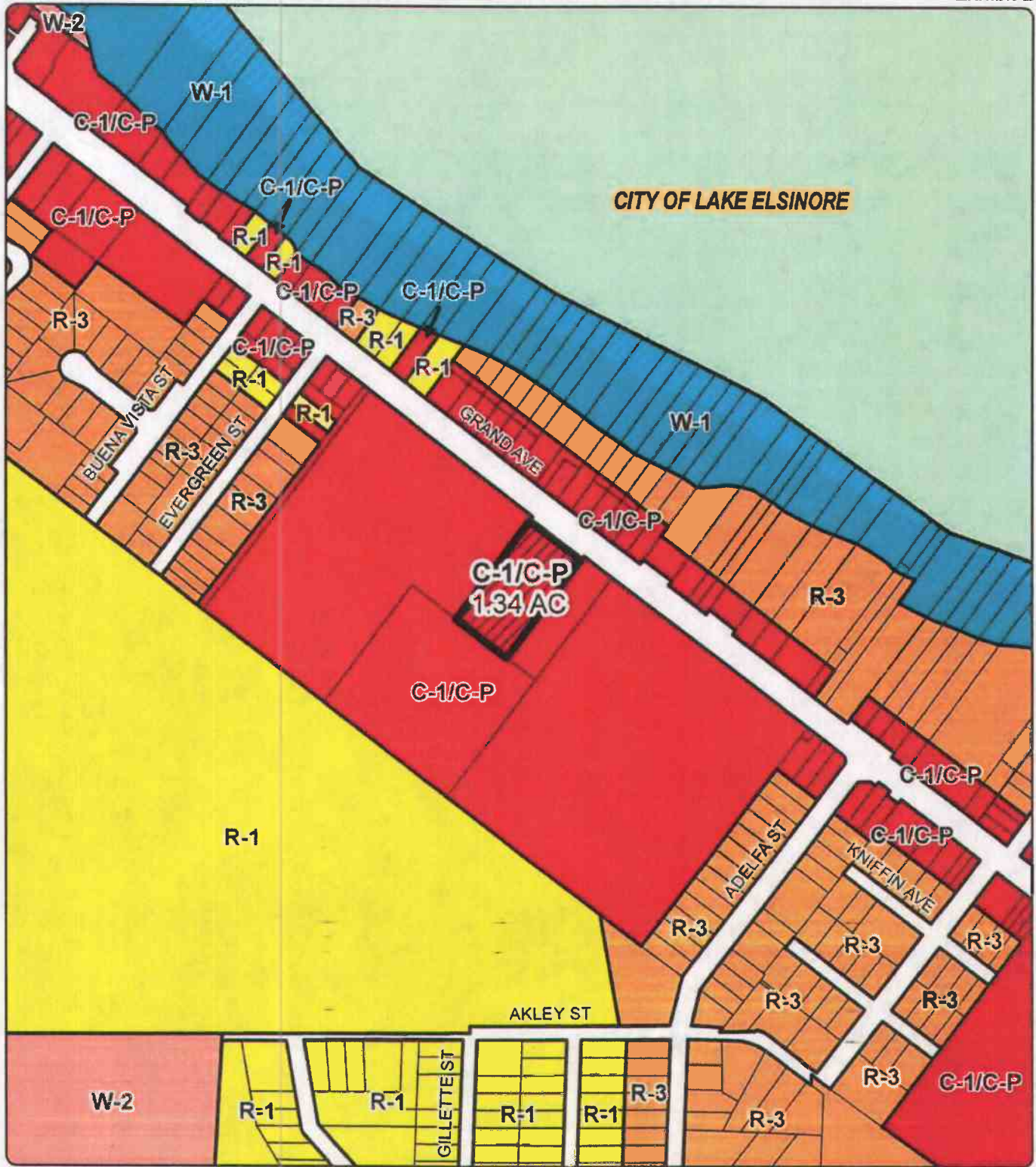


RIVERSIDE COUNTY PLANNING DEPARTMENT  
CUP190036 DA1900024

Supervisor: Jeffries  
District 1

Date Drawn: 01/15/2021  
Exhibit 2

EXISTING ZONING



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2009, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)965-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://www.riverside.ca.gov>





**GRAPHIA**  
 ARCHITECTS  
 1111 S. MAIN STREET  
 SUITE 100  
 SANTA ANA, CA 92701  
 TEL: 714.241.1111  
 FAX: 714.241.1112  
 WWW.GRAPHIAARCHITECTS.COM

NEW CONDITIONAL USE PERMIT FOR:  
 NIBBLE THIS - LAKE ELSNORE, LLC  
 (CANNABIS STOREFRONT RETAILER)

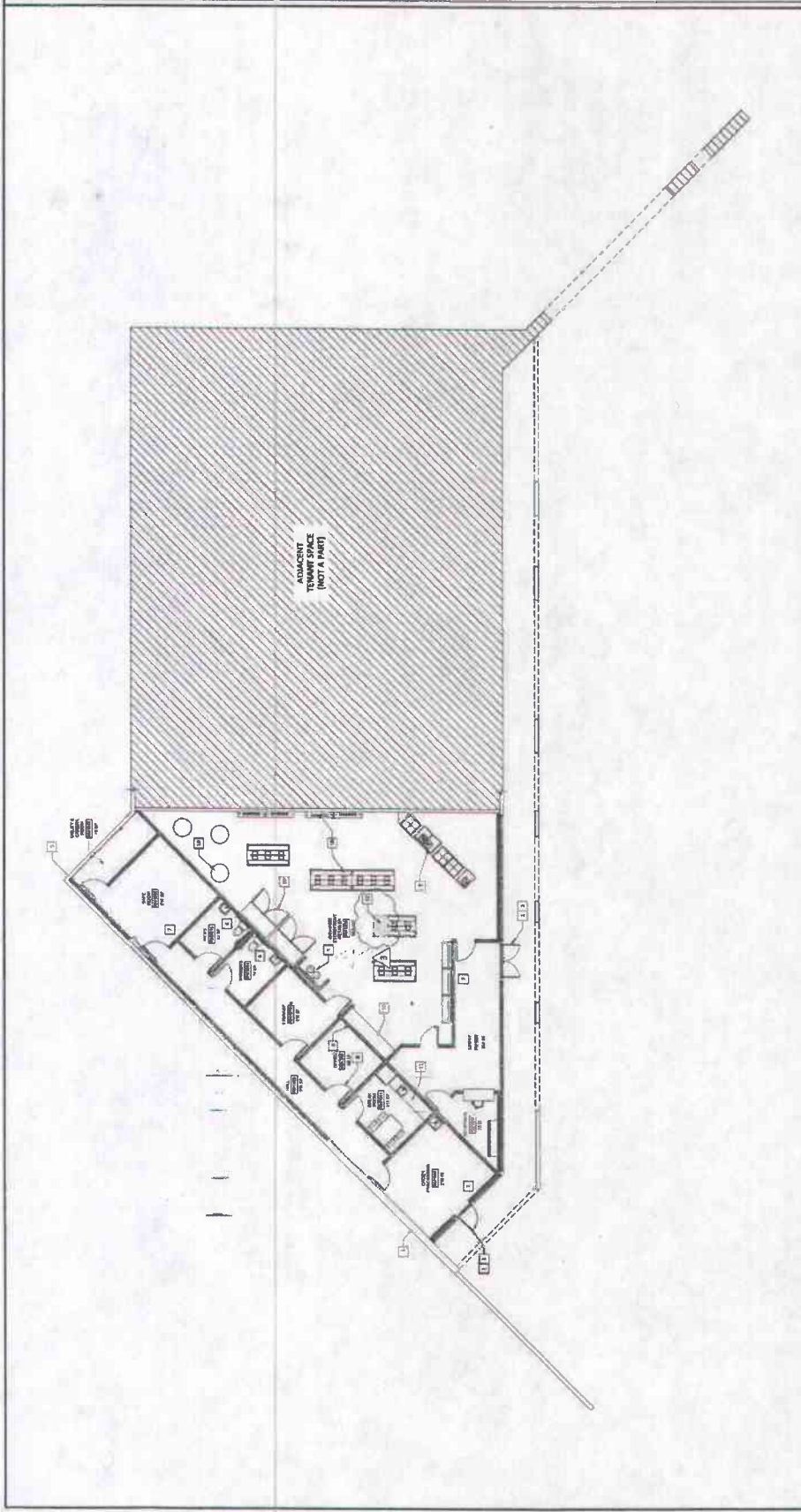
CLIENT:  
 NIBBLE THIS - LAKE ELSNORE, LLC  
 17139 GRAND AVENUE  
 LAKE ELSNORE, CA 92590

PROJECT: 2018006LS  
 DATE: 08/15/2018  
 DRAWN BY: [redacted]  
 CHECKED BY: [redacted]

TITLE: PROJECT - FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



SHEET: **A3.11**



**PROJECT - FLOOR PLAN**

- KEYNOTE LEGEND**
1. EXISTING WALLS TO BE DEMOLISHED & RECONSTRUCTED WITH NEW CONCRETE BLOCK WALLS INCLUDING INTERIOR & EXTERIOR FINISHES. ALL EXISTING DOORS & WINDOWS SHALL BE DEMOLISHED & RECONSTRUCTED WITH NEW DOORS & WINDOWS INCLUDING FINISHES.
  2. EXTERIOR LEVEL LANDSCAPE.
  3. ACCESSIBLE DRINKING FOUNTAIN.
  4. EXTERIOR PARTITION WALL.
  5. EXTERIOR PARTITION WALL.
  6. ACCESSIBLE RESTROOM.
  7. EXISTING WALLS TO BE DEMOLISHED & RECONSTRUCTED WITH NEW CONCRETE BLOCK WALLS INCLUDING INTERIOR & EXTERIOR FINISHES. ALL EXISTING DOORS & WINDOWS SHALL BE DEMOLISHED & RECONSTRUCTED WITH NEW DOORS & WINDOWS INCLUDING FINISHES.
  8. POWER OF SALE.
  9. EXISTING RESTROOM.
  10. EXISTING RESTROOM.
  11. EXISTING RESTROOM.
  12. EXISTING RESTROOM.

**SQUARE FOOTAGE CALCULATION**

ROOM NAME	FINISH	AREA (SQ FT)	PERCENTAGE OF TOTAL AREA
RETAIL AREA	CONCRETE BLOCK	1,400	70%
RECEPTION	CONCRETE BLOCK	200	10%
COUNTER	CONCRETE BLOCK	100	5%
RESTROOMS	CONCRETE BLOCK	100	5%
STORAGE	CONCRETE BLOCK	100	5%
<b>TOTAL</b>		<b>2,000</b>	<b>100%</b>

ADJACENT TO EXISTING (NOT A PART)









**GRAPHIA**  
ARCHITECTURAL  
CONSULTANTS

CONCEPTUAL DESIGN, PERMIT SET  
17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
TEL: 951.261.2200  
www.graphia.com

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**PROJECT: 2020020015**

**NIBBLE THIS - LAKE ELSINORE, LLC**  
(CANNABIS STOREFRONT RETAILER)

17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530

NEW CONDITIONAL USE PERMIT FOR:

**NIBBLE THIS - LAKE ELSINORE, LLC**  
(CANNABIS STOREFRONT RETAILER)

17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530

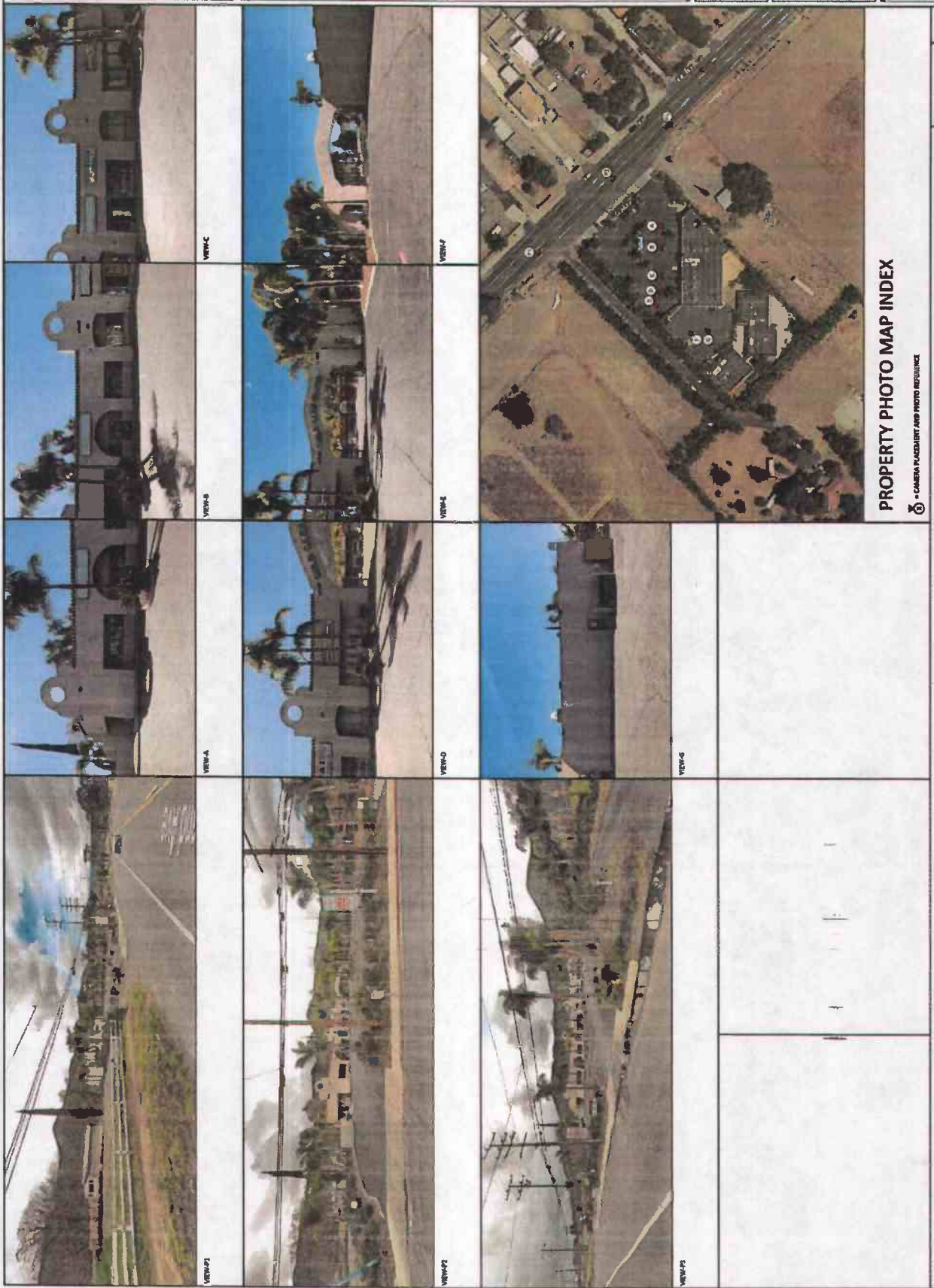
**ARCHITECT'S APPROVAL:**

DATE: 08/14/2020

PROJECT: 2020020015

SCALE: AS SHOWN

17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
TEL: 951.261.2200  
www.graphia.com



**PROPERTY PHOTO MAP INDEX**

• CAMERA PLACEMENT AND PHOTO REFERENCE



**GRAPHIA**  
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17139 GRAND AVENUE  
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TEL: 951-261-1111  
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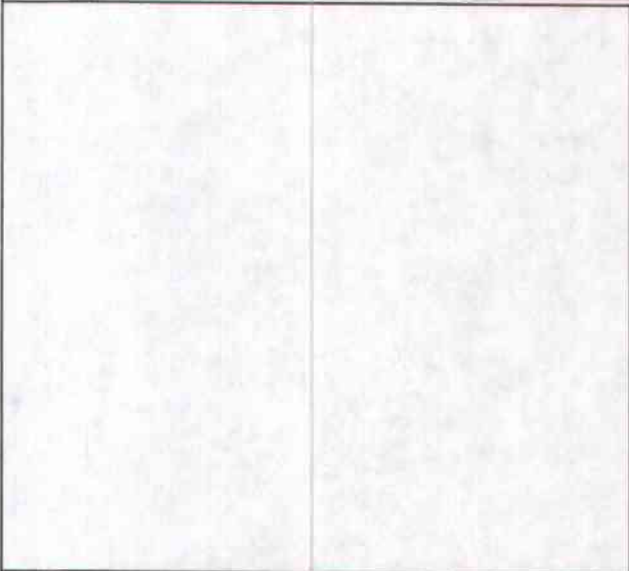
**CLIENT:**  
NIBBLE THIS - LAKE ELSINORE, LLC  
17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
TEL: 951-261-1111  
WWW.NIBBLETHIS.COM

**PROJECT INFORMATION:**  
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DATE: 08/20/2023  
DRAWING NO: 2023000005-01  
SHEET NO: 1 OF 1

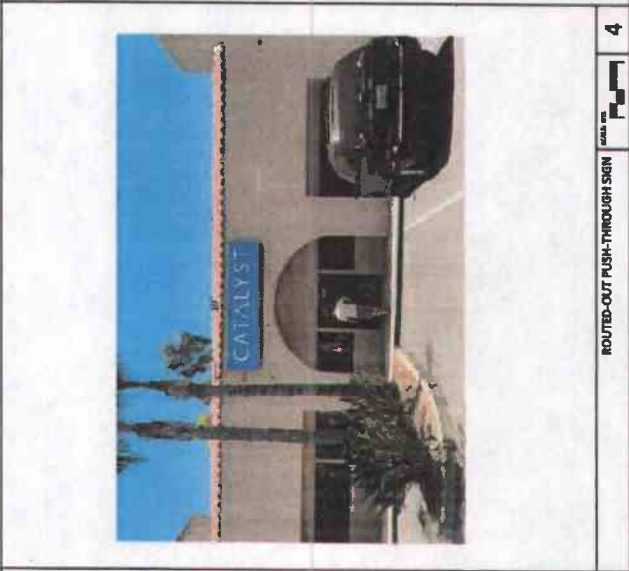
**TITLE:**  
PERMIT DRAWING

**ARCHITECT'S APPROVAL:**  
GRAPHIA ARCHITECTS  
17139 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
TEL: 951-261-1111  
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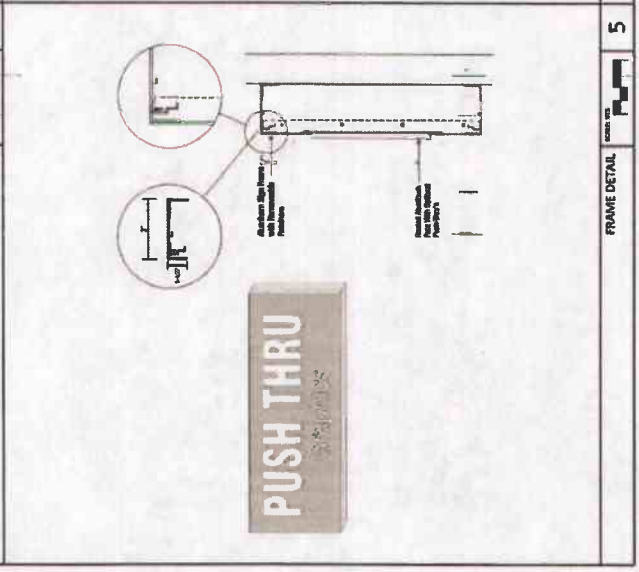
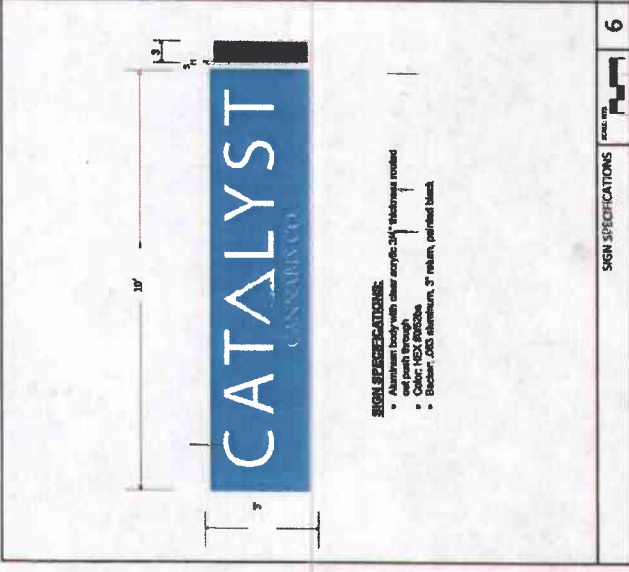
**SHEET:**  
A9.91



**1**  
SITE LOCATION  
SCALE: 1/4" = 100'



**3**  
ROUTED-OUT PUSH-THROUGH SIGN  
SCALE: 1/4" = 100'





Plan: CUP190036

Parcel: 381273029

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1                      Water/Sewer                      Not Satisfied

This project will use Elsinore Valley Municipal Water District for water and sewer. Prior to building permit issuance, documentation will be required for proof of water and sewer service.

Fire

080 - Fire. 1                      Prior to permit                      Not Satisfied

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

080 - Fire. 2                      Prior to permit                      Not Satisfied

Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in effect at the time of building plan submittal.

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

080 - Fire. 3                      Prior to permit                      Not Satisfied

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

080 - Fire. 4                      Prior to permit                      Not Satisfied

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

Plan: CUP190036

Parcel: 381273029

80. Prior To Building Permit Issuance

Fire

080 - Fire. 4                      Prior to permit (cont.)                      Not Satisfied

Planning

080 - Planning. 1                      Fee Status                      Not Satisfied

Prior to issuance of building permits for CUP190036, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

080 - Planning. 2                      Gen - Custom                      Not Satisfied

Prior to issuance of building permits for CUP190036, the baseline and community benefits fee shall be fully paid, pursuant to the amounts set forth in Development Agreement No. 1900024.

Waste Resources

080 - Waste Resources. 1                      Waste Recycling Plan                      Not Satisfied

Prior to issuance of a building permit, a Waste Recycling Plan (WRP) shall be submitted to the Riverside County Department of Waste Resources for approval. At a minimum, the WRP must identify the materials (i.e., concrete, asphalt, wood, etc.) that will be generated by construction and development, the projected amounts, the measures/methods that will be taken to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate. During project construction, the project site shall have, at a minimum, two (2) bins: one for waste disposal and the other for the recycling of Construction and Demolition (C&D) materials. Additional bins are encouraged to be used for further source separation of C&D recyclable materials. Accurate record keeping (receipts) for recycling of C&D recyclable materials and solid waste disposal must be kept. Arrangements can be made through the franchise hauler.

90. Prior to Building Final Inspection

E Health

090 - E Health. 1                      Hazmat BUS Plan                      Not Satisfied

The facility will require a business emergency plan for the storage of hazardous materials greater than 55-gallons, 200 cubic feet or 500 pounds, or any acutely hazardous materials or extremely hazardous substances.

Fire

090 - Fire. 1                      Prior to final                      Not Satisfied

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

Any limited access devices shall be reviewed and accepted by the fire department, prior to final approval.

Planning



Plan: CUP190036

Parcel: 381273029

90. Prior to Building Final Inspection

Planning

090 - Planning. 1                      Gen - Use Final Inspection                      Not Satisfied

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

- EV Parking spaces, ADA, Improved trash enclosure, all requirements of the Safety and Security Plan, and all signs.
- All Signs are provided for pursuant to approved CUP190036 Exhibit S
- All requirements of the Safety and Security Plan are in place pursuant to CUP190036 Exhibit Z

Waste Resources

090 - Waste Resources. 1      Waste - Mandatory Commercial Recycling and Organics Recy      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:

[www.rcwaste.org/business/planning/applications](http://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](mailto:Waste-CompostingRecycling@rivco.org).

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

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





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

Charissa Leach, P.E.  
Assistant CEO/TLMA Director



05/13/21, 11:19 am

**CUP190036**

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP190036. 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 CUP190036 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. 190036 is a proposal to occupy an existing 3,313 square-foot building to be used as a retail cannabis storefront on a 1.34 acre lot with parking and landscaping.

**Advisory Notification. 3            AND - Exhibits**

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

- Exhibit A (Site Plan), dated 8/6/20
- Exhibit B (Elevations), dated 8/6/20
- Exhibit C (Floor Plans), dated 8/6/20
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 8/6/20
- Security Plan, dated 8/6/20

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

1. Compliance with applicable Federal Regulations, including, but not limited to:
  - National Pollutant Discharge Elimination System (NPDES)
    - Clean Water Act
    - Migratory Bird Treaty Act (MBTA)
  
2. Compliance with applicable State Regulations, including, but not limited to:
  - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
    - Government Code Section 66020 (90 Days to Protest)

### ADVISORY NOTIFICATION DOCUMENT

#### Advisory Notification

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

- Government Code Section 66499.37 (Hold Harmless)
  - State Subdivision Map Act
  - Native American Cultural Resources, and Human Remains (Inadvertent Find)
  - School District Impact Compliance
  - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)
3. Compliance with applicable County Regulations, including, but not limited to:
- Ord. No. 348 (Land Use Planning and Zoning Regulations)
  - Ord. No. 413 (Regulating Vehicle Parking)
  - Ord. No. 457 (Building Requirements)
  - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
  - Ord. No. 460 (Division of Land)
  - Ord. No. 461 (Road Improvement Standards)
  - Ord. No. 484 (Control of Blowing Sand)
  - Ord. No. 625 (Right to Farm)
  - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
  - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
  - Ord. No. 878 (Regarding Noisy Animals)
  - Ord. No. 671 (Consolidated Fees)
  - Ord. No. 679 (Directional Signs for Subdivisions)
  - Ord. No. 787 (Fire Code)
  - Ord. No. 847 (Regulating Noise)
  - Ord. No. 857 (Business Licensing)
  - Ord. No. 859 (Water Efficient Landscape Requirements)
  - Ord. No. 915 (Regulating Outdoor Lighting)
  - Ord. No. 916 (Cottage Food Operations)
  - Ord. No. 927 (Regulating Short Term Rentals)
4. Mitigation Fee Ordinances
- Ord. No. 659 Development Impact Fees (DIF)
  - Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
  - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
  - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

#### BS-Plan Check

BS-Plan Check. 1            Gen - Custom

#### BUILDING AND SAFETY COMMENTS

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

Notification:

ACCESSIBLE PATH OF TRAVEL:

### ADVISORY NOTIFICATION DOCUMENT

#### BS-Plan Check

##### BS-Plan Check. 1

##### Gen - Custom (cont.)

1- Please provide a revised site plan to indicate the required continuous accessible paved path of travel.

The accessible path of travel details shall include;

1. Accessible path construction type (Asphalt or concrete).
2. Accessible path width.
3. Accessible path directional slope % and cross slope %.
4. All accessible ramp and curb cut-out locations and details where applicable.

The Accessible path of travel shall:

1. Connect to the public R.O.W.
2. Connect to all building(s).
3. Connect to all accessible parking loading/unloading areas.
4. Connect to accessible sanitary facilities.
5. Connect to areas of public accommodation.

Please be aware that the approved site plan with accessibility requirements should be included with any building plan submittals. The plan review staff may have additional comments depending on the additional information or revisions provided during the plan review process. Additional accessible requirements within the structure shall be reviewed during the building plan review.

##### CODE/ORDINANCE REQUIREMENTS:

The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with current adopted California Building Codes, Riverside County Ordinances regulations in effect at the time of building plan submittal and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

NOTE: The new updated 2019 California Building Codes will be in effect as of January 1st 2020, as mandated by the state of California. Any building plan and fee payment submitted to the building department on or after January 1st, 2020 will be subject to the new updated California Building Code(s).

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NOTE: The new updated 2019 California Building Codes will be in effect as of January 1st 2020, as mandated by the state of California. Any building plan and fee payment submitted to the building department on or after January 1st, 2020 will be subject to the new updated California Building Code(s).

#### E Health

##### E Health. 1

##### ECP COMMENTS

If contamination or the presence of a naturally occurring hazardous material is discovered at the site,



## ADVISORY NOTIFICATION DOCUMENT

### E Health

#### E Health. 1 ECP COMMENTS (cont.)

assessment, investigation, and/or cleanup may be required. Contact Riverside County Environmental Health - Environmental Cleanup Programs at (951) 955-8980, for further information.

**\*\*Please note that if the footprint changes or new construction is proposed, further review of the proposal will be required.**

### General

#### General. 1 General – Business Licensing

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

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

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

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

then this permit shall be subject to revocation procedures.

#### General. 3 General – Ceased Operations

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

#### General. 4 General – Hold Harmless

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

- (a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the project or its associated environmental documentation; and,
- (b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the project, including, but not limited to, decisions made in response to California Public Records Act requests; and

## ADVISORY NOTIFICATION DOCUMENT

### General

#### General. 4

#### General – Hold Harmless (cont.)

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

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

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

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

#### General. 5

#### General – Human Remains

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

#### General. 6

#### General – Review Fees

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

#### General. 7

#### General – Unanticipated Resources

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

## ADVISORY NOTIFICATION DOCUMENT

### General

#### General. 7

#### General – Unanticipated Resources (cont.)

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

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the applicant shall call the County Archaeologist immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the project archaeologist\*\*, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

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

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

### Planning

#### Planning. 1

#### General - A. Application Requirements

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

#### Planning. 2

#### General - B. State License Required

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

#### Planning. 3

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

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

#### Planning. 4

#### General - D. Health and Safety



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 4

#### General - D. Health and Safety (cont.)

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

#### Planning. 5

#### General - E. Development Agreement

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

#### Planning. 6

#### General - F. Nuisance Odors

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

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

#### Planning. 7

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

1. All operators and all employees of a Commercial Cannabis Activity must be 21 years of age or older.
2. Operators shall be subject to background checks.
3. Permits for Commercial Cannabis Activities shall not be granted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code and subdivision (c) of Section 1192.7 of



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 14

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

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

#### Planning. 15

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

6. Sensors shall be installed to detect entry and exit from all secure areas.
7. Panic buttons shall be installed in all Commercial Cannabis Activities.
8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services. A security guard shall be present on-site 24 hours, 7 days a week.
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:





### ADVISORY NOTIFICATION DOCUMENT

**Planning**

**Planning. 17**

**General - P. Signage (cont.)**

building or any window.

7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.

8. Signage shall not be directly illuminated, internally or externally.

9. No banners, flags, billboards, or other prohibited signs may be used at any time.

**Planning. 18**

**General - Q. Records**

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

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

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

**Planning. 19**

**General - R. Water**

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

**Planning. 20**

**General - S. Waste Water**

All Commercial Cannabis Activities shall obtain a 'Will Serve' letter from the applicable sanitary sewer purveyor, indicating agreement to supply sewer for the Commercial Cannabis Activity. The letter shall include the activity proposed and any improvements required for service. For Commercial Cannabis







## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 25

#### General - X. Material Alterations to Premises (cont.)

compliance with any other applicable State or local law or regulation pertaining to approval of building modifications, zoning, and land use requirements. In the event that the proposed modification requires a new or modified conditional use permit such permit must be obtained prior to issuance of building permits.

#### Planning. 26

#### General - Y. Multiple Commercial Cannabis Activities

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

### Planning-All

#### Planning-All. 1

#### Cannabis Retail Operations - 1

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

#### Planning-All. 2

#### Cannabis Retail Operations - 10

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

#### Planning-All. 3

#### Cannabis Retail Operations - 11

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

#### Planning-All. 4

#### Cannabis Retail Operations - 12

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

#### Planning-All. 5

#### Cannabis Retail Operations - 13

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

#### Planning-All. 6

#### Cannabis Retail Operations - 14

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

#### Planning-All. 7

#### Cannabis Retail Operations - 2

**ADVISORY NOTIFICATION DOCUMENT****Planning-All****Planning-All. 7 Cannabis Retail Operations - 2 (cont.)**

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**

Prior to final inspection, the developer/permit holder shall contact the Planning Department to conduct a final inspection. The Planning Department shall do the following:  
- EV Parking spaces, ADA, Improved trash enclosure, all requirements of the Safety and Security Plan, and all signs.

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

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

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

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

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

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

**Planning-All. 15 Development Agreement Funding – 45 Days**

### ADVISORY NOTIFICATION DOCUMENT

#### Planning-All

##### Planning-All. 15

##### Development Agreement Funding – 45 Days (cont.)

The project developer has 45 days from the date of the Development Agreement adoption by the Board Supervisors, to fund the Development Agreement No. 1900024 (DA1900024). These funds are to be used by County staff for the ongoing maintenance and annual reporting process related to the project's associated Development Agreement, throughout the lifespan of the project. Please contact the Planning Department for further details.

Refer to DA1900024 for further details and the amount required to be paid.

#### Planning-CUL

##### Planning-CUL. 1

##### Human Remains

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

##### Planning-CUL. 2

##### Unanticipated Resources

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

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

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

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

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

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

#### Transportation

##### Transportation. 1

##### Trans General Conditions

##### General Conditions

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and



## ADVISORY NOTIFICATION DOCUMENT

### Transportation

#### Transportation. 1                      Trans General Conditions (cont.)

drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. The County of Riverside applicable ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

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

### Waste Resources

#### Waste Resources. 1                      Waste - General

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

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

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

For more information, please visit:

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

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.
- Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler

## ADVISORY NOTIFICATION DOCUMENT

### Waste Resources

#### Waste Resources. 1

#### Waste - General (cont.)

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

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

DATE: November 8, 2019

**TO:**

Riv. Co. Transportation Dept.  
Riv. Co. Environmental Health Dept.  
Riv. Co. Public Health Dept.  
Riv. Co. Fire Department (Riv. Office)  
Southern California Edison Co. (SCE)  
Southern California Gas Co.

Riv. Co. Building & Safety – Plan Check  
Riv. Co. Trans. Dept. – Landscape Section  
Riv. Co. Sheriff's Dept.  
Riv. Co. Waste Resources Management Dept.

Riv. Co. Airport Land Use Commission  
Board of Supervisors - Supervisor: 1<sup>st</sup> District  
Hemet Sphere of Influence  
Western Municipal Water District (WMWD)

**CONDITIONAL USE PERMIT NO. 190036, DEVELOPMENT AGREEMENT NO. 1900024 – CEQ190119**  
– Applicant: Raquel Origel – First Supervisorial District – Lakeland Village District – Elsinore Area Plan:  
Mixed Used Area: (MUA) – Location: North of Akley Street, East of Evergreen Street, South of Grand Ave,  
and West of Adelfa Street – 1.34 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:**  
Development Agreement No 1900024. would impose a lifespan on the proposed cannabis project and  
provide community benefits to the Elsinore Area. Conditional Use Permit No. 190036 proposes to renovate  
an existing building to establish a cannabis storefront – APN: 381-273-029 – **BBID: 665-428-471**

**DAC staff members and other listed Riverside County Agencies, Departments and Districts staff:**  
A Bluebeam invitation has been emailed to appropriate staff members so they can view and markup the  
map(s) and/or exhibit(s) for the above-described project. Please have your markups completed and draft  
conditions in the Public Land Use System (PLUS) on or before the indicated DAC date. If it is determined  
that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and  
**DENY** the PLUS routing on or before the above date. This case is scheduled for a **DAC internal review**  
**on November 21, 2019**. Once the route is complete, and the approval screen is approved with or without  
corrections, the project can be scheduled for a public hearing.

Any questions regarding this project, should be directed to Mina Morgan, Project Planner  
at (951) 955-6035, or e-mail at mimorgan@rivco.org / MAILSTOP #: 1070

Public Hearing Path: Administrative Action:  DH:  PC:  BOS:

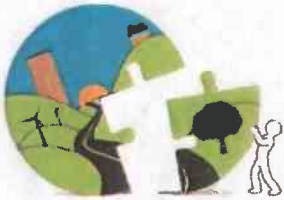
DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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





**RIVERSIDE COUNTY**  
**PLANNING DEPARTMENT**

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

**COMMENTS:**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PLEASE PRINT NAME AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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



**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.)

Clyde W. Brunner, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

Sharol Brunner, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 381-273-029

Approximate Gross Acreage: 1.34

General location (nearby or cross streets): North of Akley Street, South of Grand Avenue, East of Evergreen Street, West of Adelfa Street



**APPLICATION FOR LAND USE AND DEVELOPMENT**

**PROJECT PROPOSAL:**

Describe the proposed project.

The Applicant will renovate 3,313 square feet of 17139 Grand Avenue, Lake Elsinore, CA 92530, to establish a cannabis storefront retailer with delivery pursuant to

Cannabis RFP Response CAN190043.

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	8,236	28' 6"	1	Retail strip center	<input type="checkbox"/>	BT1140097
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 CAN190043 and an Application for Development Agreement

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

If yes, provide Application No(s). PUP00597R1 (Large Family Day Care); CUP02738 (Conditional Use Permit)  
(e.g. Tentative Parcel Map, Zone Change, etc.)

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

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

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

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 \_\_\_\_\_

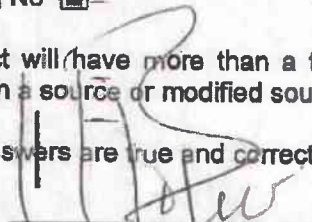
**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

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)



Clyde W. Brunner,  
Co-Trustee

Date 10/9/2019

Owner/Authorized Agent (2)



Sharol Brunner,  
Co-Trustee

Date 10/9/2019



**APPLICATION FOR LAND USE AND DEVELOPMENT**

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

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## APPLICATION FOR DEVELOPMENT AGREEMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Nibble This - Lake Elsinore, LLC

Contact Person: Raquel Origel, Managing Member E-Mail: rorigel@gmail.com

Mailing Address: 316 Calle Corral  
San Clemente, CA 92673  
Street  
City State ZIP

Daytime Phone No: (714) 615-1049 Fax No: ( )

Engineer/Representative Name: Graphia Architecture & Engineering

Contact Person: Sean Freitas, President & CEO E-Mail: design@graphia.com

Mailing Address: 100 Gateway Drive, Suite 120  
Lincoln, CA 95648  
Street  
City State ZIP

Daytime Phone No: (916) 209-9890 Fax No: ( )

Property Owner Name: Clyde W. Brunner and Sharol Brunner, Trustees of the Brunner Family Trust dated March 3, 2007

Contact Person: Clyde W. Brunner, Co-Trustee E-Mail: niguelhomecenter@gmail.com

Mailing Address: 171 Avenida Vaquero, Unit B  
San Clemente, CA 92672  
Street  
City State ZIP

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

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

**APPLICATION FOR DEVELOPMENT AGREEMENT**

**DESCRIBE APPLICANT'S INTEREST IN THE PROPERTY:**

Per the attached LLC-12, an owner of the Applicant, Clyde Brunner, is also an owner of the property.

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

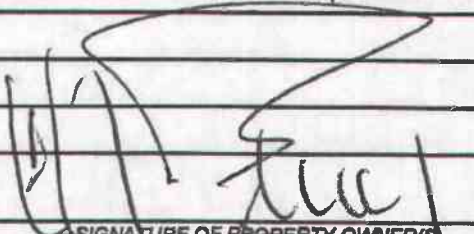
Nibble This - Lake Elsinore, LLC, by its Managing Member, Raquel Origel  
PRINTED NAME OF APPLICANT

  
SIGNATURE OF APPLICANT

**DESCRIBE OWNER'S INTEREST IN THE PROPERTY:**

Clyde W. Brunner and Sharol Brunner, Trustees of the Brunner Family Trust dated March 3, 2007, are the fee simple owners of the property.

Clyde W. Brunner, Co-Trustee  
PRINTED NAME OF PROPERTY OWNER(S)

  
SIGNATURE OF PROPERTY OWNER(S)

Sharol Brunner, Co-Trustee  
PRINTED NAME OF PROPERTY OWNER(S)

  
SIGNATURE OF PROPERTY OWNER(S)

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

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): 381-273-029

Approximate Gross Acreage: 1.34

General location (nearby or cross streets): North of Akley Street, South of Grand Avenue, East of Evergreen Street, West of Adelfa Street

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

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1070 DA Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018





# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

10/9/2019

Property Owner(s) Signature(s) and Date

**Clyde W. Brunner, Co-Trustee**

*Printed Name of Owner*

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

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

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

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

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

**INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS**

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

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

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

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





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.,  
Assistant TLMA Director

## INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

*Sharol Brunner*

10/9/2019

Property Owner(s) Signature(s) and Date

**Sharol Brunner, Co-Trustee**

Printed Name of Owner

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

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

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

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

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



**INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS**

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

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

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

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

## 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. 190036 and DEVELOPMENT AGREEMENT NO. 1900024 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061 (b)(3) (Common Sense) – Applicant: Nibble This – Lake Elsinore, LLC – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Mixed Used Area: (MUA) – Location: Northerly of Akley Street, easterly of Evergreen Street, southerly of Grand Avenue, and westerly of Adelfa Street – 1.34 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900024 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. 1900024 and conditional Use Permit No. 190036, which will provide community benefits to the Elsinore Area. Conditional Use Permit No. 190036 proposes to use an existing 3,313 sq. ft. building as a storefront cannabis retailer with delivery services on a 1.34-acre lot with parking and landscaping. APN: 381-273-029.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.  
DATE OF HEARING: **MAY 19, 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 Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@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: Mina Morgan  
P.O. Box 1409, Riverside, CA 92502-1409

**PROPERTY OWNERS CERTIFICATION FORM**

I, VINNIE NGUYEN certify that on January 14, 2021,

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

APN (s) or case numbers CUP190036 / DA1900024 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

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

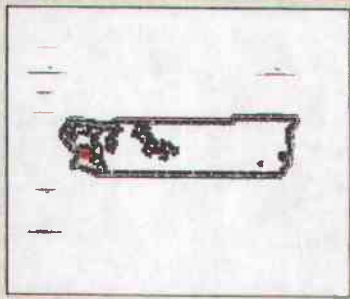
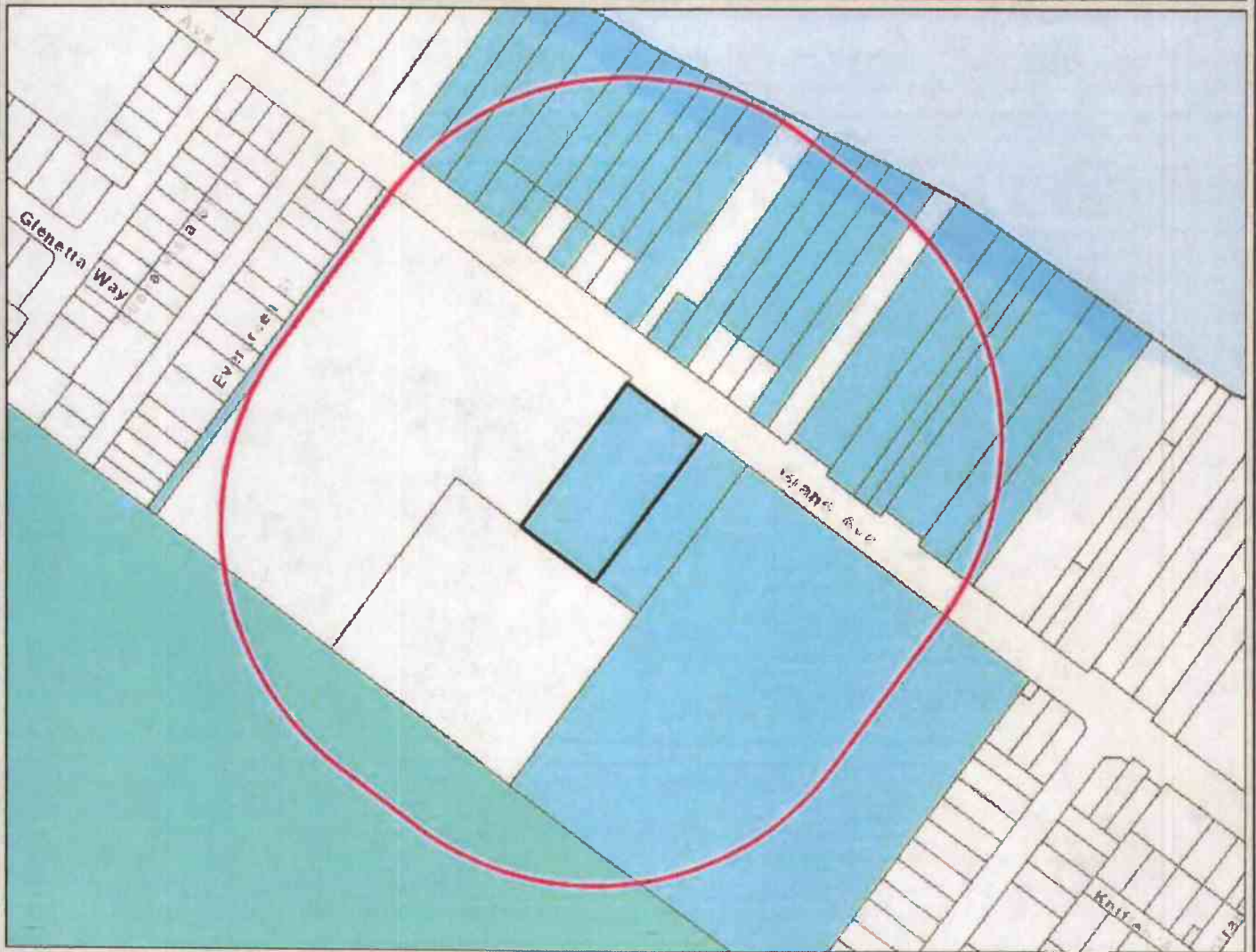
Riverside, Ca. 92502

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







# Riverside County GIS Mailing Labels

CUP190036 / DA1900024 ( 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... 1/15/2021 9:22:36 AM

© Riverside County RCIT

381273037  
CHENG NAN TAI  
12342 ROSE ST  
CERRITOS CA 90703

381120007  
FEINBERG MICHAEL S REVOCABLE TRUST  
16980 GRAND AVE  
LAKE ELSINORE CA 92530

381120019  
ROBERT H. NYMAN  
17150 GRAND AVE  
LAKE ELSINORE CA 92530

381120021  
ERIC J. CHINLUND  
P O BOX 141  
LAKE ELSINORE CA 92531

381120037  
ELSINORE VALLEY MUNICIPAL WATER DIST  
P O BOX 3000  
LAKE ELSINORE CA 92530

381120040  
EDWARD JONES TRUST CO  
P O BOX 66503  
ST LOUIS MO 63166

381273029  
CLYDE W. BRUNNER  
171 B AVENIDA VAQUERO  
SAN CLEMENTE CA 92672

386160004  
MORGAN PROP  
7004 BOULEVARD E NO 38E  
GUTTENBERG NJ 07093

381120011  
VIRGINIA F. OGRADY  
17078 GRAND AVE  
LAKE ELSINORE CA 92530

381120014  
BRET POLIZZI  
17092 GRAND AVE  
LAKE ELSINORE CA 92530

381120020  
MARVIN HARDLEY  
19423 CRAIG JON AVE  
CARSON CA 90746

381120035  
KEN L. WALLACE  
723 N ELM AVE  
JACKSON MI 49202

381120012  
STEVEN J. KINNEY  
17078 GRAND AVE  
LAKE ELSINORE CA 92530

381120013  
LEONA M. SPENCER  
64 LA VERNE AVE  
LONG BEACH CA 90803

381130004  
KIMBERLY DAWN SMITH  
17230 GRAND AVE  
LAKE ELSINORE CA 92530

381120006  
FRANCIS L. HENKEL  
P O BOX 1473  
WILDOMAR CA 92595

381120010  
ARTURO BARRAGAN RODRIGUEZ  
24447 THEDA ST  
PERRIS CA 92570

381130006  
CHARLES L. BLOCK  
17248 GRAND AVE  
LAKE ELSINORE CA 92530

381130007  
SCOTT C. HADLEY  
31902 AVENIDA EVITA  
SAN JUAN CAPO CA 92675

381273023  
TENACE DOMINIC TRUST DATED 05/23/1988  
19058 REINDEER DR  
LAKE ELSINORE CA 92530

381130014  
CANAAN RESORT INV  
15172 CANON LN  
CHINO HILLS CA 91709

381120030  
WILLIAM B. MILLER  
17140 GRAND AVE  
LAKE ELSINORE CA 92530

381120042  
ROGERS REVOCABLE LIVING TRUST DATED  
17130 GRAND AVE  
LAKE ELSINORE CA 92530

381130015  
KENNETH S. MCBRIDE  
45899 VIA TORNADO  
TEMECULA CA 92590

381261001  
CRISTINA M. DELROSARIO  
3628 FAIRESTA ST  
LA CRESCENTA CA 91214

381120008  
HARRY RYAN  
17000 GRAND AVE  
LAKE ELSINORE CA 92530

381120022  
JORGEN MOLLER  
P O BOX 385  
WILDOMAR CA 92595

381120038  
LLOYD D. SHOOK  
17030 GRAND AVE  
LAKE ELSINORE CA 92530



381120009  
SHOOK FAMILY TRUST  
17030 GRAND AVE  
LAKE ELSINORE CA 92530

381130003  
RICHARD BODEY  
17224 GRAND AVE  
LAKE ELSINORE CA 92530

381130002  
NELSON SIVERT T & APRIL J LIVING TRUST DTD  
17220 GRAND AVE  
LAKE ELSINORE CA 92530

**Applicant:**

Nibble This – Lake Elsinore, LLC  
316 Calle COR  
San Clemente CA, 92673  
Attn: Damian Martin

**Owner:**

Clyde Brunner  
171 B Avenida Vaquero  
San Clemente CA, 92672

**Engineer:**

Sean Freitas  
100 Gateway Dr #120  
Lincoln CA, 95648

City of Lake Elsinore  
130 South Main Street  
Lake Elsinore, CA 92330

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

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

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

Southern California Edison  
2244 Walnut Grove Ave. Room 312  
P.O. Box 600  
Rosemead, CA 91770

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





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant 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.: Cannabis Retailer / Development Agreement No. 1900024, and Conditional Use Permit No. 190036

Project Location: 17139 Grand Avenue Lake Elsinore, CA 92530

Project Description: DEVELOPMENT AGREEMENT NO. 1900024, AND CONDITIONAL USE PERMIT NO. 190036 – Exempt from the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061 (b) (3) (Common Sense) – Applicant: Nibble This – Lake Elsinore, LLC – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Mixed Used Area: (MUA) – Location: North of Akley Street, East of Evergreen Street, South of Grand Ave. and West of Adeifa Street – 1.34 Acres – Zoning: General Commercial (C-1/C-P) – REQUEST: Development Agreement No. 1900024 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. 1900024 and Conditional Use Permit No. 190036, and will provide community benefits to the Elsinore Area. Conditional Use Permit No. 190036 proposes to use an existing 3,313 square-foot building as a storefront cannabis retailer with delivery services, on a 1.34 acre lot with parking, landscaping – APN: 381-273-029

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: Derek Catalano – 4079 Shady Ridge CIR Corona, CA 92881

Exempt Status: (Check one)

- Ministerial (Sec. 21080(b)(1); 15268)  Categorical Exemption 15301, 15303, and 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: The proposed 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).

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

\_\_\_\_\_  
Signature Title Date  
Project Planner May 10, 2021

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

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

# STAFF REPORT PACKAGE CHECKLIST

<b>Date:</b> 5/10/2021	<b>Date due to principal for review:</b> Completed
<b>Project Planner:</b> Mina Morgan	<b>Date due back to planner:</b> Completed
<b>Case Number(s):</b> CUP190036	<b>Date due to DH/PC Secretary:</b>
<b>Anticipated Hearing Date:</b> May 19, 2021	

STAFF REPORT PACKAGE CONTENT and ORDER	
1. <input checked="" type="checkbox"/> Staff Report (New Template)	13. <input type="checkbox"/> GPIP Package (If Applicable)
2. <input type="checkbox"/> Resolution(s) (EIR, GPAs, SPs, and SPAs)	14. <input checked="" type="checkbox"/> Application (First Few Pages and Change of App/Own/Eng)
3. <input checked="" type="checkbox"/> Vicinity Map	15. <input checked="" type="checkbox"/> Indemnification Agreement
4. <input checked="" type="checkbox"/> GIS Exhibits	16. <input type="checkbox"/> Hearing Notice (Provided by PC Secretary)
5. <input checked="" type="checkbox"/> Applicant's Exhibits/Maps (If Applicable)	17. <input checked="" type="checkbox"/> Labels Certification Form & Radius Map
6. <input type="checkbox"/> SP Exhibit(s) & Summary (If Applicable)	18. <input checked="" type="checkbox"/> Surrounding Property Owner's Labels
7. <input type="checkbox"/> ND/MND Cover Form & Initial Study (If Applicable)	19. <input checked="" type="checkbox"/> Non-County Agency Labels
8. <input checked="" type="checkbox"/> Conditions of Approval	20. <input checked="" type="checkbox"/> Applicant/Owner/Engineer Labels
9. <input checked="" type="checkbox"/> Initial LDC/DRT Transmittal Letter (All Subsequent LDC/DRT Transmittal Letters)	21. <input checked="" type="checkbox"/> Notice of Determination (NOD) Form or Notice of Exemption (NOE) Form
10. <input checked="" type="checkbox"/> Agency Letters/Reports (City, ALUC, RCA, Water, etc...)	22. <input type="checkbox"/> California Fish & Game (CFG) Receipt(s)
11. <input type="checkbox"/> SB 18 & AB 52 Consultation Letters	23. <input type="checkbox"/> Power Point Presentation
12. <input type="checkbox"/> Any other Applicable Letters / Memos	24. <input type="checkbox"/> Email DRAFT Staff Report to County Counsel
LMS UPDATE REQUIREMENTS	ADVERTISEMENT PACK REQUIREMENTS <small>(NOTE: all mailing address shall be on gummed labels)</small>
<input type="checkbox"/> Update Table Screen 2 Description Field (and/or Screen 11 - Description field)	<input checked="" type="checkbox"/> Scheduling Request Form
<input type="checkbox"/> Verify complete Routing and Approval Screens (For all applicable applications)	<input checked="" type="checkbox"/> Labels Certification Form & Radius Map (Certified & non-expired)
<input type="checkbox"/> Change LMS status to appropriate hearing	<input checked="" type="checkbox"/> Surrounding Property Owner Labels
<input type="checkbox"/> Verify Appropriate Fee Balance (\$3,000.00 for each hearing including resolution review and adoptions; \$1,500 for Receive & File Items and Accessory Structure items at DH; and, \$1,000.00 for final documents. The total will vary and should not include the time to prepare the staff report package)	<input checked="" type="checkbox"/> Non-County Agency Labels
<input type="checkbox"/> Verify Property Taxes current for property	<input checked="" type="checkbox"/> Applicant/Owner/Engineer Labels (2 sets)
	<input type="checkbox"/> Notify Applicant of need to post signs (CZ/EIR/GPA)
ITEMS DUE UPON SUBMITTAL TO PLANNING COMMISSION SECRETARY	
<input type="checkbox"/> Full Size Maps/Exhibits (One set for DH; Six sets for PC)	<input checked="" type="checkbox"/> Scheduling Request (See Ad Pack Requirements)
<input type="checkbox"/> Verify LMS Requirements are satisfied	<input type="checkbox"/> Signed Staff Report (See Staff Report Contents)

Comments:

\*NOTE: This form is to be included with the Staff Report package.





**PLANNING COMMISSION  
MINUTE ORDER  
MAY 19, 2021**

**I. AGENDA ITEM 4.3**

**CONDITIONAL USE PERMIT NO. 190036 and DEVELOPMENT AGREEMENT NO. 1900024 – Exempt from the California Environmental Quality Act (CEQA)**, pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061 (b)(3) (Common Sense) – Applicant: Nibble This – Lake Elsinore, LLC – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Mixed Used Area: (MUA) – Location: Northerly of Akley Street, easterly of Evergreen Street, southerly of Grand Avenue, and westerly of Adelfa Street – 1.34 Acres – Zoning: General Commercial (C-1/C-P).

**II. PROJECT DESCRIPTION:**

Development Agreement No. 1900024 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. 1900024 and conditional Use Permit No. 190036, which will provide community benefits to the Elsinore Area. Conditional Use Permit No. 190036 proposes to use an existing 3,313 sq. ft. building as a storefront cannabis retailer with delivery services on a 1.34-acre lot with parking and landscaping. APN: 381-273-029.

**III. MEETING SUMMARY:**

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

Spoke in favor:

Violeta Aguilar-Wyrick, Applicant's Representative, Catalyst Cannabis Co.  
Blake Hogen, Applicant's Representative, Catalyst Cannabis Co.  
Damien Martin, Applicant's Representative- did not speak

No one spoke in opposition or in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

None.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Open  
Motion by Commissioner Shaffer, 2<sup>nd</sup> 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. 1900024; and,

**APPROVE** Conditional Use Permit No. 190036, subject to the conditions of approval.





**PLANNING COMMISSION HEARING  
REPORT OF ACTIONS  
MAY 19, 2021**

- 4.2 CONDITIONAL USE PERMIT NO. 190010 and DEVELOPMENT AGREEMENT NO. 1900006 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Derek Catalano – Second Supervisorial District – El Cerrito Zoning District – Temescal Canyon Area Plan: Community Development: Commercial Retail: (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Jolora Avenue, easterly of Temescal Canyon Road, southerly of El Cerrito Road, and westerly of Arcadia Street – 0.26 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900006 is a proposed 10-year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 1900006. Conditional Use Permit No. 190010 is a proposal to occupy an existing 1,625 sq. ft. building to be used as a retail cannabis storefront on a 0.26-acre lot with a parking lot and landscaping. APN: 277-110-040. Project Planner: Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@rivco.org).
- Planning Commission Action:**  
Public Comments: Closed  
By a vote of 5-0  
**CONTINUED** to June 16, 2021.
- 4.3 CONDITIONAL USE PERMIT NO. 190036 and DEVELOPMENT AGREEMENT NO. 1900024 – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061 (b)(3) (Common Sense) – Applicant: Nibble This – Lake Elsinore, LLC – First Supervisorial District – Lakeland Village District – Elsinore Area Plan: Mixed Used Area: (MUA) – Location: Northerly of Akley Street, easterly of Evergreen Street, southerly of Grand Avenue, and westerly of Adelfa Street – 1.34 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Development Agreement No. 1900024 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. 1900024 and conditional Use Permit No. 190036, which will provide community benefits to the Elsinore Area. Conditional Use Permit No. 190036 proposes to use an existing 3,313 sq. ft. building as a storefront cannabis retailer with delivery services on a 1.34-acre lot with parking and landscaping. APN: 381-273-029. Project Planner: Mina Morgan at (951) 955-6035 or email at [mimorgan@rivco.org](mailto:mimorgan@rivco.org).
- Planning Commission Action:**  
Public Comments: Closed  
By a vote of 5-0  
The Planning Commission Recommends that the Board of Supervisors take the following actions:  
**FIND** the project exempt from the California Environmental Quality Act (CEQA); and,  
**TENTATIVELY** Approve Development Agreement No. 1900024; and,  
**APPROVE** Conditional Use Permit No. 190036, subject to the conditions of approval.
- 4.4 GENERAL PLAN AMENDMENT NO. 190004 (GPA190004) – Exempt from the California Environmental Quality Act (CEQA),** pursuant to State CEQA Guidelines Section 15061 (b)(3) – Applicant: County of Riverside – Countywide – Location: Unincorporated County within Environmental Justice communities/areas – **REQUEST:** Conduct a public hearing for GPA190004, and continue the public hearing to the Planning Commission scheduled on Wednesday, June 2, 2021. GPA190004 proposes to Amend the General Plan Land Use Element and Healthy Communities Element for Compliance with Senate Bill (SB) 1000 (Environmental Justice General Plan Components) to incorporate Environmental Justice provisions into the General Plan. The purpose of SB1000 is to require the preparation of remediation policies, through a robust outreach process, which are applicable to Environmental Justice Communities defined as “low-income area[s] that [are] disproportionately affected by environmental pollution”. The Land Use Element amendment is proposed to include the spatial definition of environmental justice
- Planning Commission Action:**  
Public Comments: Closed  
By a vote of 5-0  
**CONTINUED** to June 2, 2021.

## Nanthavongdouangsy, Phayvanh

---

**From:** Morgan, Mina  
**Sent:** Tuesday, May 18, 2021 8:36 PM  
**To:** Nanthavongdouangsy, Phayvanh  
**Subject:** Fwd: Conditional Use Permit No. 190036. Development Agreement No. 1900024

Get [Outlook for iOS](#)

---

**From:** apriljnelson@ca.rr.com <apriljnelson@ca.rr.com>  
**Sent:** Tuesday, May 18, 2021 8:27:07 PM  
**To:** Morgan, Mina <MiMorgan@RIVCO.ORG>  
**Subject:** Conditional Use Permit No. 190036. Development Agreement No. 1900024

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

To: Riverside County Planning Commission

From: April Nelson  
17220 Grand Ave.  
Lake Elsinore, CA 92530  
apriljnelson@ca.rr.com  
(909) 224-1590

Re: Condition Use Permit No. 190036  
Development Agreement No. 1900024

The following are my comments on the above proposed project.

I would like to voice my concerns against this project being approved. It is described as a storefront cannabis retailer with delivery services, and says it will provide community benefits to the Elsinore area. After calling in to the Riverside County Planning Department, I was told the address for the existing building to be used for this business is 17139 Grand Ave. That is just across the street at an angle from my home.

Two to three years ago, we had another cannabis business open up straight across the street from us at 17183 Grand Ave. There was a steady stream of cars all day long and in to the evening. There were lines of cars early in the morning waiting for the place to open. This business was eventually shut down for reasons I don't know, but I was not comfortable with it being so close to my home, and with the amount of people constantly there, just hanging out, watching my coming and goings from my home.

From previous experience, I am asking that this proposed project be denied at the proposed location in the vicinity of my property for the safety of not only my home, but the security of the neighborhood. I would also like to know what the benefits might be to the Elsinore area.

Thank you for your time and for considering my request.

April Nelson





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. 1900024

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

NIBBLE THIS – LAKE ELSINORE, LLC

LAKELAND PLAZA, LLC

ELLIOT LEWIS

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DEVELOPMENT AGREEMENT NO. 1900024

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"):

Nibble This – Lake Elsinore, LLC  
Lakeland Plaza, 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 \$18.00 multiplied by the entire Cannabis Area, as shown on Exhibit "G", and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after the date of this agreement.

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

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

1.1.5 "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.6 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction or 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. 190036) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this



Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements set forth in Resolution No. 2020-124.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190036.

(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:

Nibble This - Lake Elsinore, LLC  
ATTN: Elliot Lewis  
6700 Pacific Coast Highway, Ste. 201  
Long Beach, CA 90803

Lakeland Plaza, LLC  
ATTN: Clyde Brunner  
171-B Avenida Vaquero  
San Clemente, CA 92672

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 190043, 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 1<sup>st</sup> following the initial Base Payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.



4.3 Annual Additional Public Benefits. OWNER shall perform additional public benefits identified in Exhibit "H" that will benefit the community in which the Commercial Cannabis Activity is located. Prior to 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% for the first five (5) years of this Agreement and 4% for the remaining five (5) years of this Agreement. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the applicable annual increase.

4.4 Taxes. 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. 190036 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. 190036 and consistency with the Request for Proposal Responses associated with CAN 190043 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.

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OWNER Initials

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8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in 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

9/22/21  
DATE



OWNER:

Dated: 9/14/21

By: Elliot J.  
Elliot Lewis

Dated: 9/14/21

Nibble This – Lake Elsinore, LLC, a  
California Limited Liability Company

By: Elliot J.  
Elliot Lewis  
Manager

Dated: 9-14-2021

Lakeland Plaza, LLC, a California Limited  
Liability Company

By: [Signature]  
Clyde Brunner  
Manager

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

# ACKNOWLEDGMENT

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

State of California  
County of Orange

On September 14, 2021 before me, Michelle Gascon, Notary Public  
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Michelle Gascon (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 }

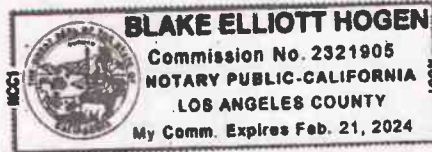
County of Los Angeles }

On September 14, 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) ~~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 No. 1900024  
(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.



# 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 September 14, 2021 before me, Blake Hogen, Notary Public,  
(Please insert name and title of the officer)

personally appeared Elliot Lewis as manager of Nibble This - Lake Elsinore LLC, 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) ~~he~~/she/they executed the same in (his) ~~his~~/her/their authorized capacity(ies), and that by (his) ~~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 No. 1900024  
(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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- 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.
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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. 1900024

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:

The Northwesterly 170 feet of the following described property:

That portion of Lot 32 in Block "C" in subdivision in Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 8 Page 377 of Maps, Records of San Diego County, California, described as follows:

Beginning at a point on the Southwesterly line of Grand Avenue 555 feet Southeasterly from the Northeasterly corner of Wyman Subdivision, as shown by Map on file in Book 12 Page 70 of Maps, Records of Riverside County, California;

Thence Southwesterly at right angles to Grand Avenue 369.60 feet; thence Southeasterly parallel with Grand Avenue 270 feet to the Southeasterly line of said Lot 32; thence Northeasterly of the Southeasterly line of said Lot 32, 369.60 feet; to the most Easterly corner thereof; thence Northwesterly on the Southwesterly line of Grand Avenue, 270 feet to the point of beginning;

Excepting therefrom that portion thereof conveyed to the County of Riverside, by deed recorded August 25, 1978 as Instrument No. 180496 of Official Records of Riverside County, California.

APN: 381-273-029-5

EXHIBIT "B"

Development Agreement No. 1900024

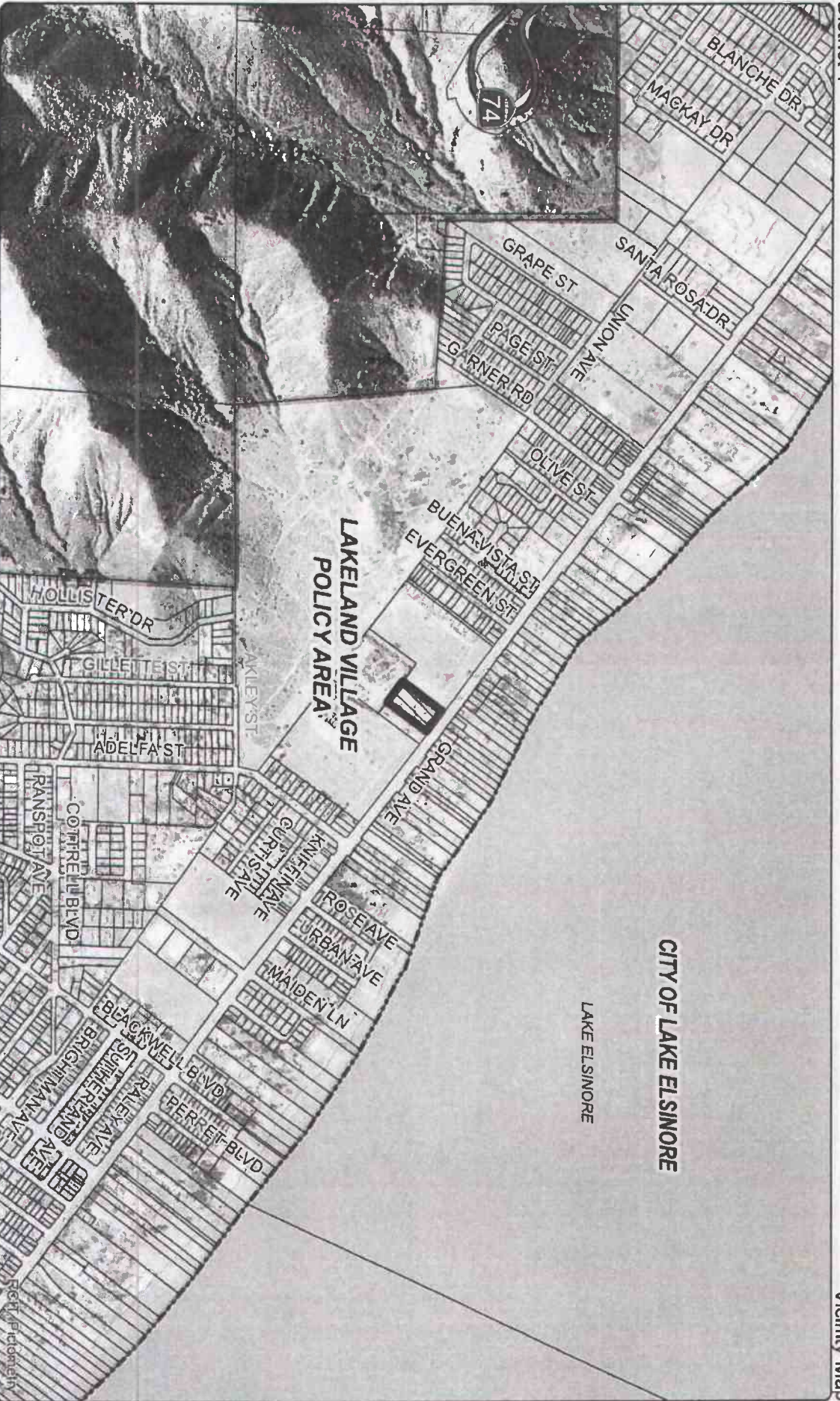
MAP OF PROPERTY AND ITS LOCATION



Supervisor: Jeffries  
District 1

**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CUP190036 DA190024**  
**VICINITY/POLICY AREAS**

Date Drawn: 01/14/2021  
Vicinity Map



Zoning Dist: Lakeland Village

Author: Winnie Nguyen

DISCLAIMER: On October 7, 2004, the County of Riverside adopted a new General Plan. The General Plan is the guiding policy for all incorporated Riverside County cities and unincorporated areas. The General Plan is subject to change and is not a contract. The County of Riverside Planning Department offers this vicinity map as a service to the County of Riverside. The County of Riverside Planning Department is not responsible for any errors or omissions in this vicinity map. The County of Riverside Planning Department is not responsible for any errors or omissions in this vicinity map. The County of Riverside Planning Department is not responsible for any errors or omissions in this vicinity map.



EXHIBIT "C"

Development Agreement No. 1900024

EXISTING DEVELOPMENT APPROVALS

OTHER DEVELOPMENT APPROVALS

Plot Plan No. 9635

Conditional Use Permit No. 02738

Public Use Permit No. 00597R1

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. 1900024

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. 682.6
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. 810.3
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.16
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements of the  
County of Riverside for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-9 Commercial Cannabis Activities

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

EXHIBIT "E"

Development Agreement No. 1900024

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190036 permits a storefront retail cannabis business to operate from an existing 3,313 square foot building located on a 1.34 acre lot.





EXHIBIT "F"

Development Agreement No. 1900024

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190036 includes an existing 3,313 square foot building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$59,634.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900024

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 3,313 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".





## EXHIBIT "H"

Development Agreement No. 1900024

### COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$120,000.00 with an annual increase of 3% for the initial five (5) years of the term for Development Agreement No. 1900024 and then an annual increase of 4% for the remaining term of Development Agreement No. 1900024. 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 190043, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



RIVERSIDE COUNTY  
PLANNING DEPARTMENT

John Hildebrand  
Planning Director

CUP190036,  
DA1900024

38

DATE: 09/15/21

TO: Clerk of the Board of Supervisors – **October 5, 2021 BOS meeting**

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

SUBJECT: **CUP190036, DA1900024**

(Charge your time to these case numbers)

**TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON CONDITIONAL USE PERMIT NO. 190036, ORDINANCE NO. 664.84 and DEVELOPMENT AGREEMENT NO. 1900024 – CEQA EXEMPT (SECTIONS 15301 and 15061 (b) (3) Common Sense)**

– Applicant: Nibble This, Lake Elsinore, LLC– Engineer/Representative: Graphia Architecture & Engineering - First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan – Community Development: Mixed Use Area (CD: MUA) – Location: 17139 Grand Ave, Lake Elsinore CA, 92530, south of Grand Avenue, east of Evergreen Street, west of Adelfa Street – 1.34 Gross Acres – Zoning: General Commercial (C-1/C-P)– **REQUEST:** Conditional Use Permit No. 190036 is a proposal for a Commercial Cannabis Facility, that includes cannabis retail storefront and mobile delivery. (Facility). The cannabis facility will occupy 3,313 sq. ft. of an existing retail center. The existing retail center has two buildings that total 8,236 sq. ft. and fifty-two off-street parking spaces. The project site has adequate parking spaces to services the proposed project and the retail center’s existing and future tenants. The cannabis retail store front hours of operation will be 7:00 a.m. to 9:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. Development Agreement No. 1900024 and Ordinance No. 664.84 is a proposal for the applicant entering into a development agreement with the County consistent with Board of Supervisor’s Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. [Applicant Fees 100%]

**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)
- Publish in Newspaper:
  - 10 Day  20 Day  30 day
- Labels provided If Set For Hearing
  - 10 Day  20 Day  30 day
- Place on Consent Calendar
- Place on Policy Calendar (Resolutions; Ordinances; PNC)
- Place on Section Initiation Proceeding (GPIP)
- (1<sup>st</sup> District Press Enterprise)
  - CEQA Exempt
    - 10 Day  20 Day  30 day
  - Notify Property Owners (app/agencies/property owner labels provided)

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2021 SEP 15 PM 3:27

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  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

“Planning Our Future... Preserving Our Past”

10/5/21  
Item 21.1

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

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, October 5, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190036 (CUP190036)**, is a proposal for a Commercial Cannabis Facility, that includes cannabis retail storefront and mobile delivery. (Facility). The cannabis facility will occupy 3,313 sq. ft. of an existing retail center. The existing retail center has two buildings that total 8,236 sq. ft. and fifty-two off-street parking spaces. The project site has adequate parking spaces to service the proposed project and the retail center's existing and future tenants. The cannabis retail store front hours of operation will be 7:00 a.m. to 9:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. Development Agreement No. 1900024 and Ordinance No. 664.84 is a proposal for the applicant entering into a development agreement with the County consistent with Board of Supervisor's Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. The project is located at 17139 Grand Ave, Lake Elsinore CA, 92530, south of Grand Avenue, east of Evergreen Street, west of Adelfa Street in the First Supervisorial District.

The Planning Commission recommends that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA); introduce, read title, and waive further reading of, and adopt on successive weeks **Ordinance No. 664.84** approving **DA1900024**; and approve **Conditional Use Permit No. 190036**.

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

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

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

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

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

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

Dated: September 17, 2021

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

Planning 10/5/21 item 21.1



# THE PRESS-ENTERPRISE

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

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

Publication(s): The Press-Enterprise

### PROOF OF PUBLICATION OF

Ad Desc.: NOTICE OF PUBLIC HEARING: CUP190036

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

09/25/2021

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

Date: September 25, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011490277-01

P.O. Number:

### Ad Copy:

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

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, October 5, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Department's recommended approval of **Conditional Use Permit No. 190036 (CUP190036)**, is a proposal for a Commercial Cannabis Facility, that includes cannabis retail storefront and mobile delivery. (Facility). The cannabis facility will occupy 3,313 sq. ft. of an existing retail center. The existing retail center has two buildings that total 8,236 sq. ft. and fifty-two off-street parking spaces. The project site has adequate parking spaces to service the proposed project and the retail center's existing and future tenants. The cannabis retail store front hours of operation will be 7:00 a.m. to 9:00 p.m., 7-days a week with mobile delivery services between 8:00 a.m. to 9:00 p.m., 7-days a week. Development Agreement No. 1900024 and Ordinance No. 664.84 is a proposal for the applicant entering into a development agreement with the County consistent with Board of Supervisor's Policy No. B-9 and would impose a lifespan on the proposed cannabis project and provide community benefit to the Elsinore Area. The project is located at 17139 Grand Ave, Lake Elsinore CA, 92530, south of Grand Avenue, east of Evergreen Street, west of Adelfa Street in the First Supervisorial District.

The Planning Commission recommends that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA); introduce, read title, and waive further reading of, and adopt on successive weeks **Ordinance No. 664.84** approving **DA1900024**; and approve **Conditional Use Permit No. 190036**.

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

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

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

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

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

Dated: September 17, 2021

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant  
Press-Enterprise: 9/25

TOMA-Planning

Item 21.1

October 5, 2021

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

planning 10/5/21  
HM21.1





Riverside County Clerk of the Board  
 County Administrative Center  
 4080 Lemon Street, 1<sup>st</sup> Floor Annex  
 P. O. Box 1147  
 Riverside, CA 92502-1147

**PUBLIC HEARING NOTICE**  
*This may affect your property*

RECEIVED RIVERSIDE COUNTY  
 CLERK / BOARD OF SUPERVISORS  
 2021 OCT -4 AM 11:13

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 KEN L. WALLACE  
 723 N ELM AVE  
 JACKSON MI 49202

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

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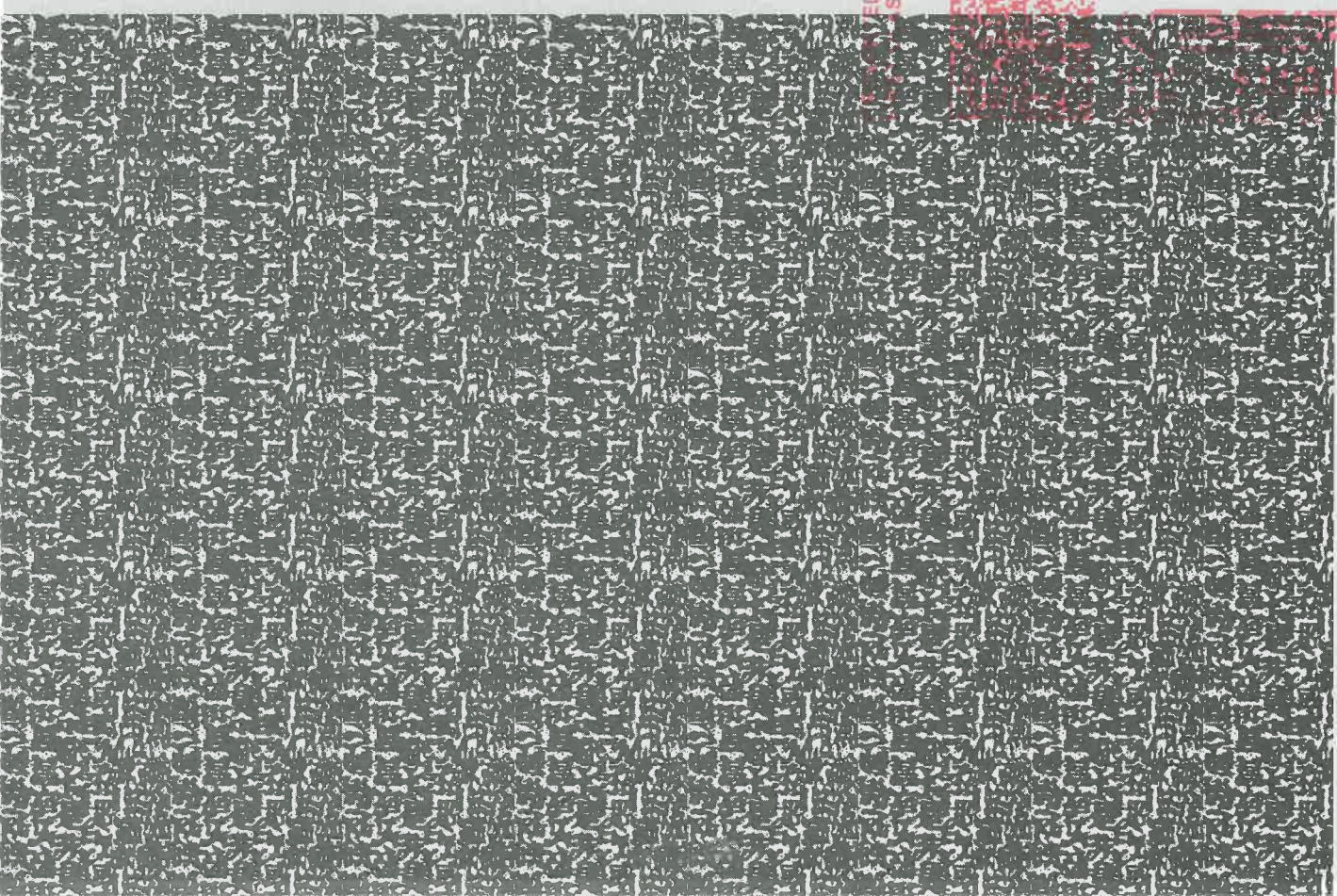
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Dated: September 17, 2021

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

*Planning 10/5/21  
Item 21.1*



Riverside County Clerk of the Board  
County Administrative Center  
4080 Lemon Street, 1<sup>st</sup> Floor Annex  
P. O. Box 1147  
Riverside, CA 92502-1147

PRESORTED  
FIRST CLASS



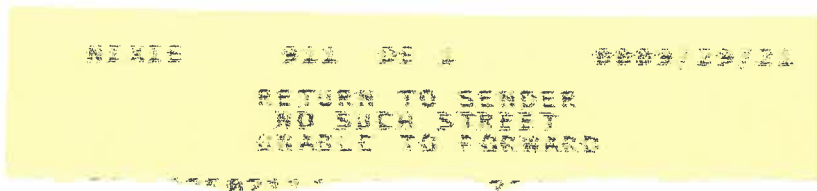
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**PUBLIC HEARING NOTICE**  
*This may affect your property*

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2021 OCT -4 AM 11: 13

**Applicant:**  
Nibble This – Lake Elsinore, LLC  
316 Calle COR  
San Clemente CA, 92673  
Attn: Damian Martin



REGISTERED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2021 SEP 27 PM 1:17

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

Receipt #: 21-449891

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: CLERK OF THE BOARD OF SUPERVISORS Date: 09/17/2021

County/Agency of Filing: RIVERSIDE Document No: E-202100990

Project Title: CONDITIONAL USE PERMIT NO. 190036

Project Applicant Name: CLERK OF THE BOARD OF SUPERVISORS Phone Number: (951) 955-6573

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 B. Bunn Deputy

Notes:

10/5/21 21.1  
2022-2-15/496





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

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202100990  
09/17/2021 01:56 PM Fee: \$ 0.00  
Page 1 of 2

Removed: 9/20/21 By: *Izzy Sawyer* Deputy



(SPACE FOR CLERK'S USE)

## Project Title

CONDITIONAL USE PERMIT NO. 190036

## Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE ELSINORE AREA PLAN, FIRST SUPERVISORIAL DISTRICT

## Notes

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