

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



ITEM: 21.3  
(ID # 17547)

MEETING DATE:

Tuesday, November 16, 2021

FROM : TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on Conditional Use Permit No. 200029, Ordinance No. 664.85, and Development Agreement No. 2000014 – CEQA EXEMPT – Applicant: Anthony Hicks – Fifth Supervisorial District – Cabazon Zoning District – The Pass Area Plan: Community Development: Commercial Retail (CR) (0.20 – 0.35 FAR) – Location: North of Seminole Drive, East of Millard Pass Road, South of Service Road, and West of Deep Creek Road – 0.13 Acres – Zoning: Scenic Highway Commercial (C-P-S) – REQUEST: Approve Development Agreement No. 2000014, a proposed 10 year agreement to grant the applicant vesting rights in accordance with the terms of Development Agreement No. 2000014. Approve Conditional Use Permit No. 200029, a proposal to occupy an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with delivery – APN: 519-190-032. District 5. [Applicant Funds 100%]

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

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

Continued on page 2

**ACTION:Policy**

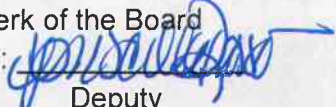
  
John Hildebrand, Planning Director 11/16/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried, 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: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: Jeffries  
Date: November 16, 2021  
xc: Planning, COB

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

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

2. **APPROVE Conditional Use Permit No. 200029**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions herein provided and in the Planning Commission staff report, subject to adoption of Ordinance No. 664.85; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.85** an ordinance of the County of Riverside approving Development Agreement No. 2000014, based upon the findings herein and in the Planning Commission 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>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> 100% Applicant Funds			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

On August 4, 2021, the Planning Commission (Commission) voted 4-1 in favor of recommending denial of Conditional Use Permit No. 200029 and Development Agreement No. 2000014 to the Board of Supervisors (Board). On October 19, 2021, the Board voted 5-0 to continue the item and directed staff to prepare approval findings to be brought back at a public hearing on November 16, 2021.

Noticing for this item was published in a newspaper of general circulation and mailed to surrounding property owners in accordance with Ordinance No. 348. Notice was also mailed to the Cabazon Dinosaur Park owner.

**Project Details**

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

The proposed project will occupy an approximately 4,916 square-foot tenant space to be used as a storefront for a retail cannabis business within an existing building on a 0.13 acre lot with parking and landscaping. The project includes eighty one (81) off-street parking spaces which consists of eighteen (18) standard parking spaces, and three (3) accessible parking space, and sixty (60) shared parking spaces, exceeding the off-street requirement for retail cannabis at 1

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stall per 200 square-feet that requires a minimum of twenty five (25) parking spaces pursuant to Ordinance No. 348 Section 18.12. A Declaration of Covenants, Conditions, Easements and Restrictions was provided to county staff to clarify that APN 519-190-043 is considered a "common/shared" area for the shopping center in which the project is to be located. Per the recorded CC&Rs "the parties hereto desire to establish certain covenants, conditions, easements and restrictions upon the subject Property for the benefit of themselves and their respective heirs, successors, and assigns for the purpose of enhancing and protecting the value, desirability and attractiveness of the Shopping Center; promoting the free flow of pedestrian and vehicular access, ingress, egress and travel to and from each of the Parcels, and the public thoroughfares adjacent to the Shopping Center; and for ensuring sufficient parking for those using the shopping Center." For the purposes of this project, the parking spaces adjacent to the project location shall be included as off-street parking spaces serving the proposed Cannabis business and the recorded CC&Rs shall serve as the written shared parking agreement.

The site also includes a trash enclosure at the northeast corner of the property. Furthermore, landscaping and internal walkways exists throughout the site. The property is accessed from Seminole Drive.

The existing structure is a single story 4,916 square foot commercial building. The structure has a flat roof with stucco siding, and glass doors and windows. The interior of the proposed suite area consists of areas for retail sales, reception and waiting area, and other spaces that include restrooms, a break room, and storage area.

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

*Planning Commission Hearings*

On July 21, 2021, the Commission continued the hearing item for this project to August 4, 2021. According to public testimony at the August 4, 2021 continued hearing, the primary focus of the Cabazon Dinosaur Park is geared towards children. Per Section 19.506 of Ordinance No. 348, no conditional use permit for a Commercial Cannabis Activity shall be approved unless there was a finding that the project was not detrimental to the public health, safety, and general welfare. The Commission determined that the proposed project was detrimental to the public health, safety, and general welfare because of its close proximity to the Cabazon Dinosaur Park which has a use that is primarily for children. Therefore, the Commission recommended denial of the project.

In addition, concerns regarding the rights to utilize parking within the shopping center were discussed, as the parcel in which the project site is located is separate from the rest of the shopping center which holds the shared parking area. The owners for the individual parcel and the owners for the larger parcel holding the parking are different. Besides the CC&R's, which

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the county does not enforce and is a private agreement between the two parties, there is no other agreements stating the project would be entitled to the use of any parking spaces. The owners for the Cabazon Dinosaurs park have stated that the CC&R's strictly prohibit the use of "adult" businesses and believe the proposed project would fall under that definition. As such, they have stated they would not support the proposed project and are in opposition to sharing the parking area with the proposed cannabis retailer. Due to the uncertainty of that, the commissioners felt the project did not adequately address parking and as such recommended to deny the project.

*Board of Supervisors Hearing*

As previously noted, on October 19<sup>th</sup>, the Board continued this item to November 16<sup>th</sup> and directed staff to prepare approval findings. The findings for approval are wholly included within the Planning Commission staff report which included a staff recommendation of approval. Although the Planning Commission recommended denial partially based on adequate parking being provided, as is noted in the Planning Commission staff report and summarized below in the Project Details, adequate parking is provided on the site through shared parking in the shopping center with the adjacent parcels to serve the proposed Conditional Use Permit. Additionally, the Cabazon Dinosaur park does not constitute a public park or other use under Ordinance No. 348 that a Cannabis Retailer is required to be separated from with a minimum distance of 1,000 feet.

**Development Agreement**

The applicant has proposed entering into the attached Development Agreement No. 2000014 (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. 2000014 requires the applicant to make the following payments:

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administration of the development agreement program.
- 2) A baseline Public Benefits payment of \$88,308.00, 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

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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 \$120,000.00, which will increase 3.5% per year for the term of the DA. This payment shall be held by TLMA in an account specifically for the Cabazon area, to be allocated by the Board of Supervisors to projects and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.85, an Ordinance of the County of Riverside Approving Development Agreement No. 2000014, incorporates by reference DA No. 2000014 consistent with Government Code section 65867.5.

Development Agreement No. 2000014 and Conditional Use Permit No. 2000029 were submitted to the County of Riverside on August 31, 2020.

**Environmental**

The impacts of this project have been evaluated through the environmental review and public hearing process by the Planning Department and at the Planning Commission Hearing. The project is Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the Planning Commission staff report

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the review and public hearing process by the Planning Department, Planning Commission, and the Board of Supervisors.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- A. PLANNING COMMISSION MINUTES
- B. PLANNING COMMISSION MEMOS AND STAFF REPORTS
- C. CUP200029 SITE PLAN, FLOORPLAN, AND ELEVATIONS EXHIBITS

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- D. DISTANCE BETWEEN CABAZON DINOSAURS PARK AND APN 519-190-032**
- E. ORDINANCE NO. 664.85**
- F. DEVELOPMENT AGREEMENT NO. 2000014**

  
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Jason Farin, Principal Management Analyst 11/10/2021

COPY

ORDINANCE NO. 664.85

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AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
APPROVING DEVELOPMENT AGREEMENT NO. 2000014

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 2000014, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 2000014 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

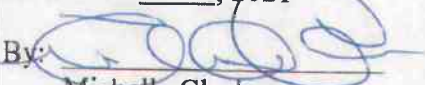
By: \_\_\_\_\_  
Chair

ATTEST:  
CLERK OF THE BOARD:

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

(SEAL)

APPROVED AS TO FORM  
November 8, 2021

By:   
Michelle Clack  
Chief Deputy County Counsel



# **Agenda Item No. 21.3**

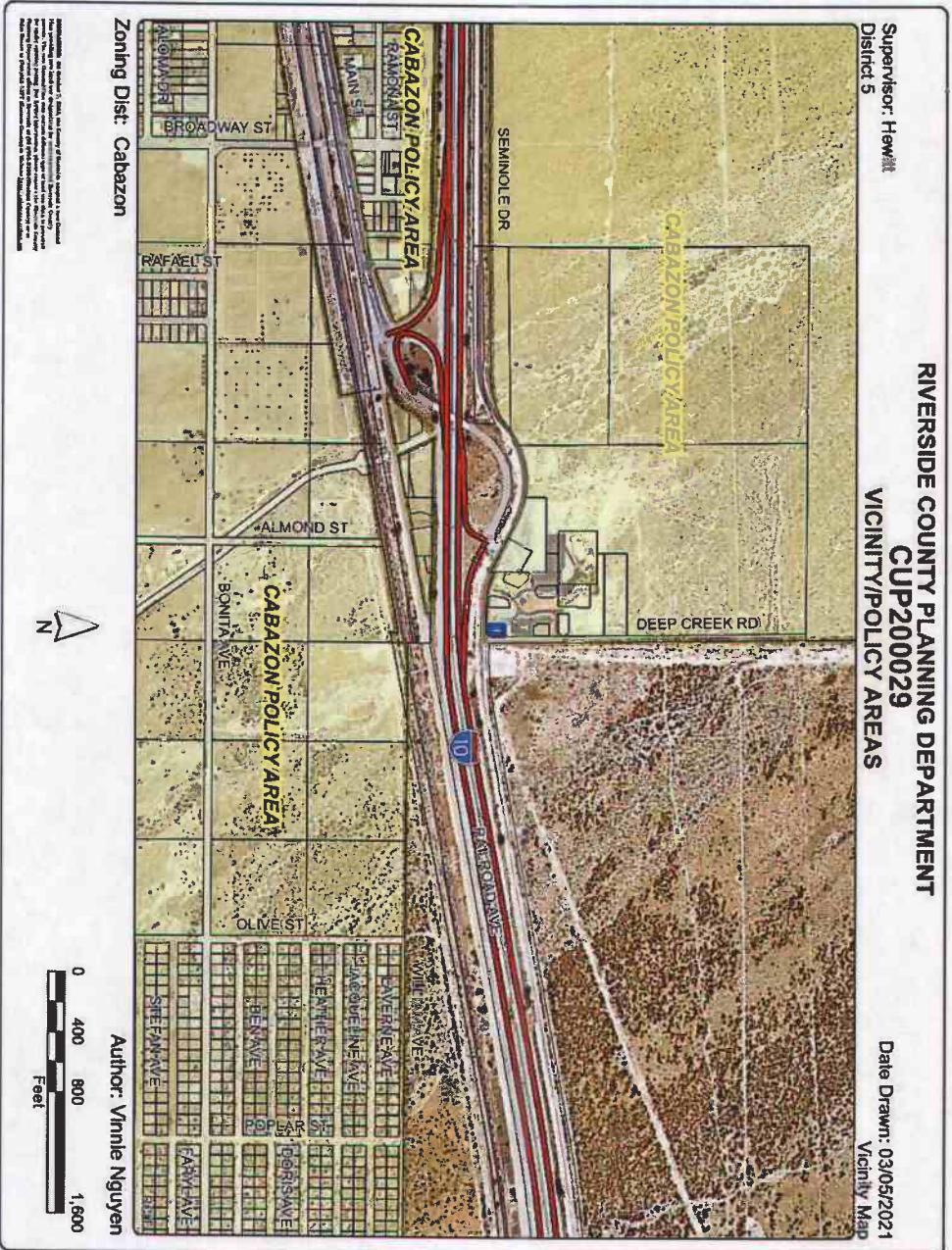
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Riverside County Board of Supervisors

Conditional Use Permit No. 200029  
Development Agreement No. 2000014



# Vicinity Map



# General Plan Map

**Project Site Land Use Designation:**  
Commercial Retail (CR)

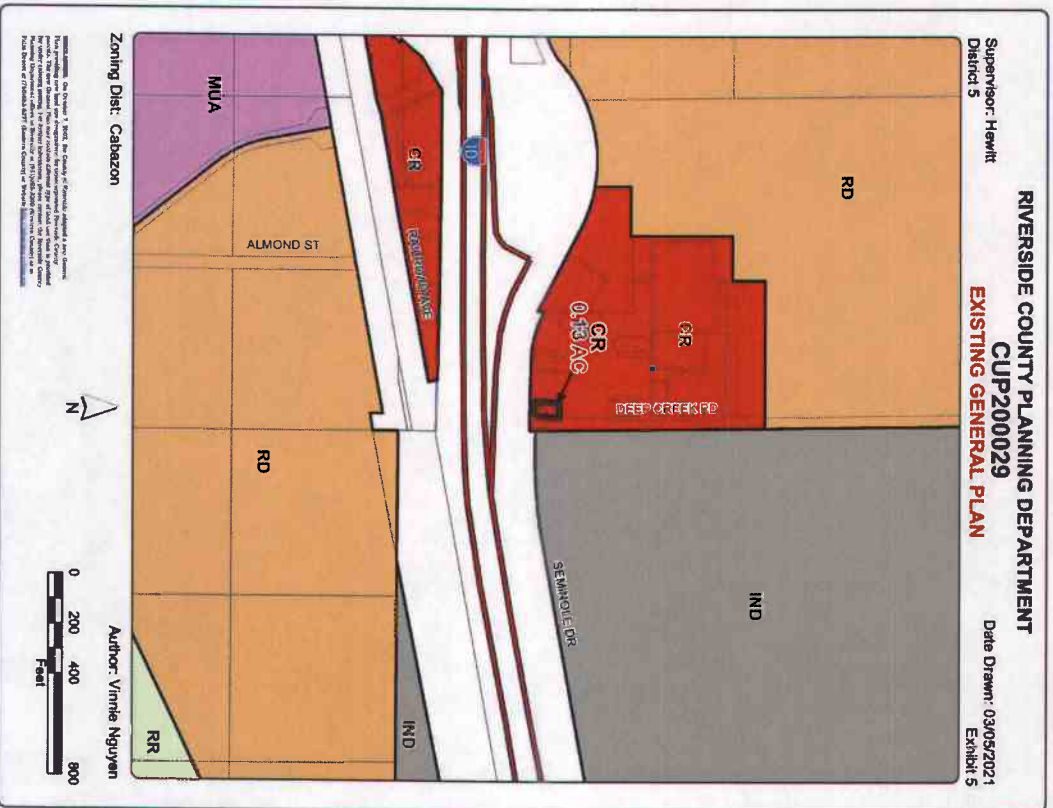
**Surrounding Land Use Designations:**

North:  
Commercial Retail (CR), Rural Desert (RD)

East:  
Indian Lands (IND)

South:  
Commercial Retail (CR), Rural Desert (RD)

West:  
Commercial Retail (CR)



# Zoning Map

**Project Site Existing Zone Classification:**  
Scenic Highway Commercial (C-P-S)

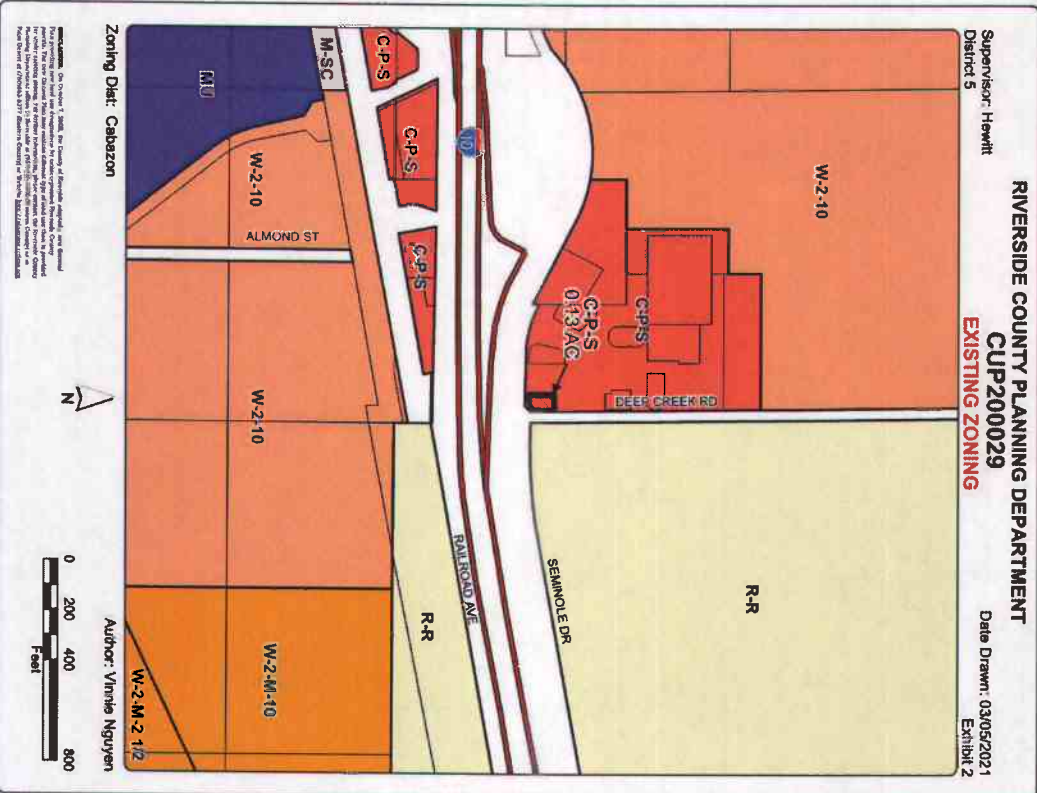
**Surrounding Zone Classifications:**

**North:**  
Scenic Highway Commercial (C-P-S), Controlled Development Area, 10 Acre Min. (W-2-10)

**East:**  
Rural Residential (R-R)

**South:**  
Scenic Highway Commercial (C-P-S), Controlled Development Area, 10 Acre Min. (W-2-10)

**West:**  
Scenic Highway Commercial (C-P-S)



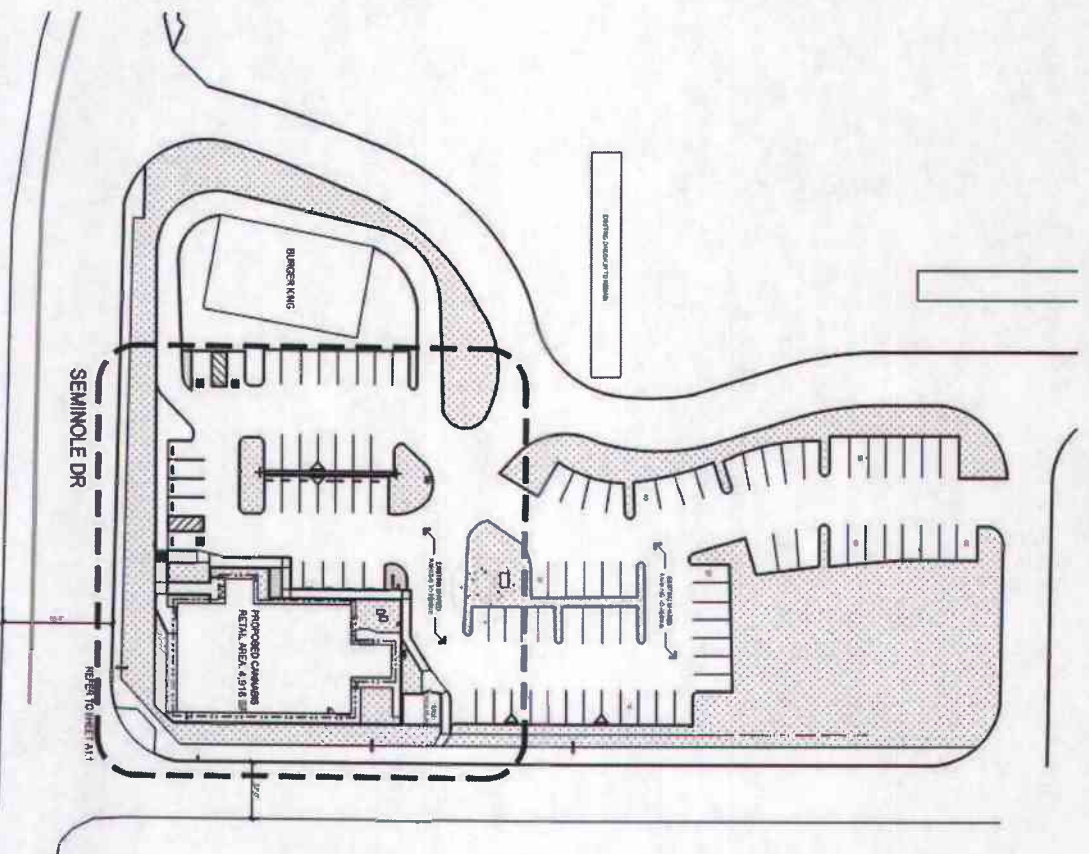
## Surrounding Land Uses

<u>Project Site Land Use:</u> Commercial
<u>Surrounding Land Uses:</u>
<u>North:</u> Commercial
<u>East:</u> Vacant
<u>South:</u> Freeway
<u>West:</u> Commercial

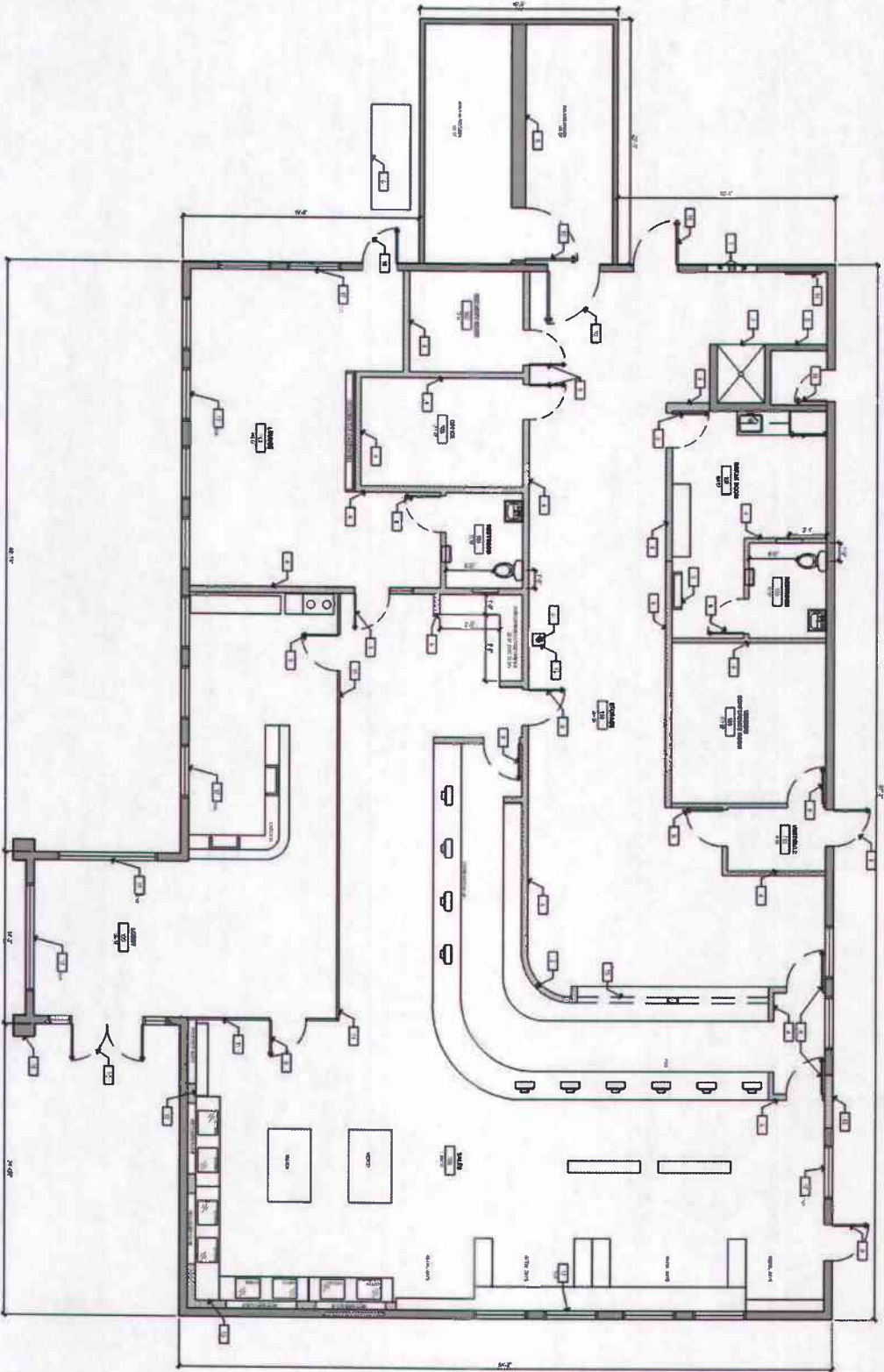


## Site Plan

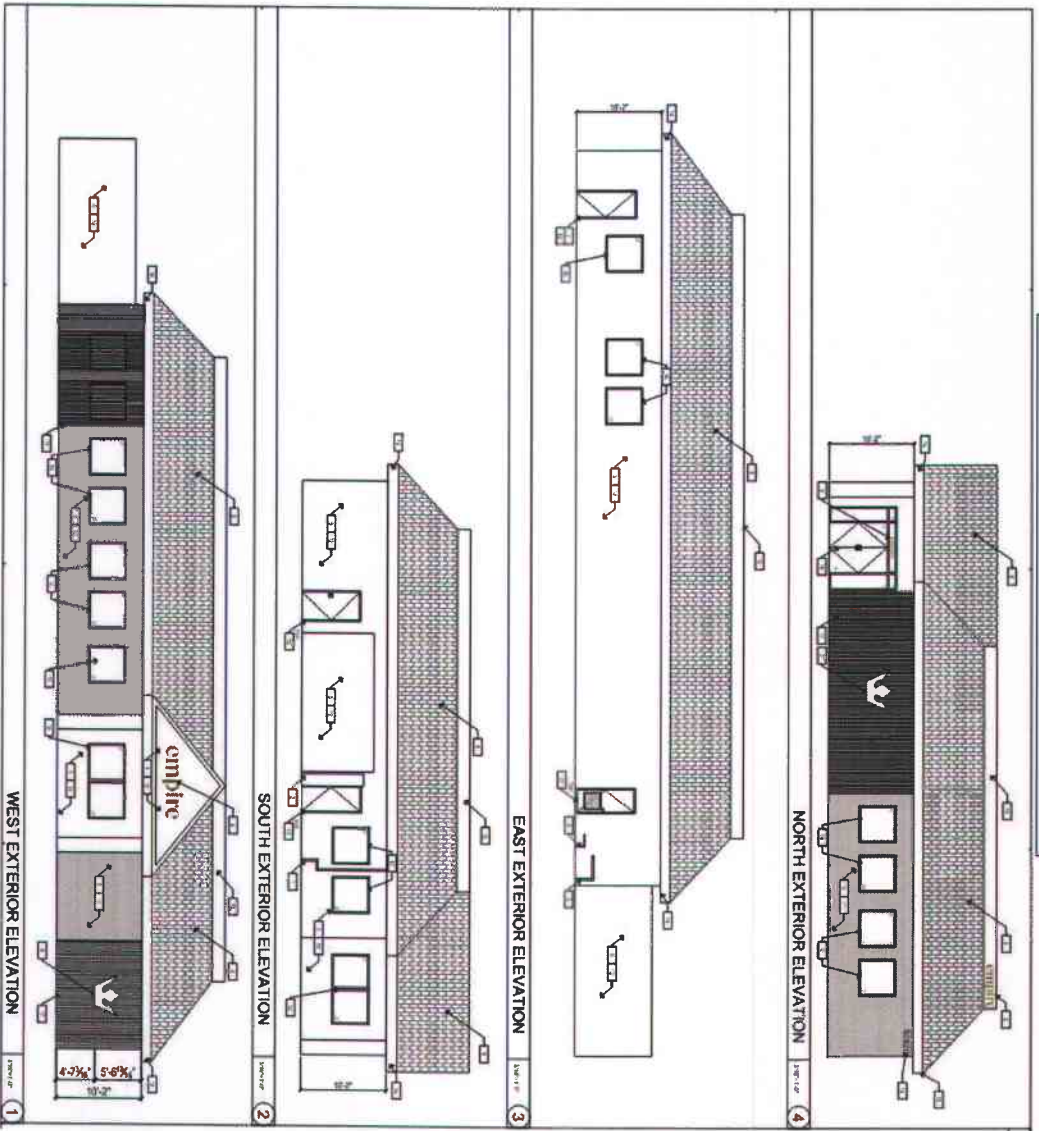
- Site Details:
  - Total site area: 0.13 acres
  - Existing Building: 4,916 sq. ft.
- Parking Requirements:
  - 25 spaces required
  - 81 spaces provided
  - 3 ADA Accessible spaces
- Improvements:
  - Interior renovations to existing building
  - Exterior renovations to include new façade improvements and landscaping elements.
- Business Operations
  - Hours: 6 AM to 10 PM, 7 days per week
  - Seven (7) employees
  - 24/7 Security personnel on-site



# Floor Plan



# Elevations



Recommendations

**RECOMMENDED MOTION:**

**THAT THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:**

- 1) **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions herein and in the Planning Commission staff report;
  - 2) **APPROVE Conditional Use Permit No. 200029**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions herein provided and in the Planning Commission staff report, subject to adoption of Ordinance No. 664.85; and
  - 3) **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.85** an ordinance of the County of Riverside approving Development Agreement No. 2000014, based upon the findings herein and in the Planning Commission staff report.
- **August 4<sup>th</sup>, 2021**: Planning Commission voted 4-1 to recommend denial
  - **October 19<sup>th</sup>, 2021**: Board Of Supervisors voted 5-0 to reconsider the denial at the **November 16<sup>th</sup>, 2021** hearing



## Discussion Topics

### 1) Parking Availability

- Controlled under CC&Rs
- Shared Parking Areas
- 17 spaces directly in front of building
- 200 spaces throughout area

### 2) Proximity to Dinosaur Park

#### SECTION 19.519. CANNABIS RETAILER MINIMUM STANDARDS.

##### A. GENERAL LOCATION.

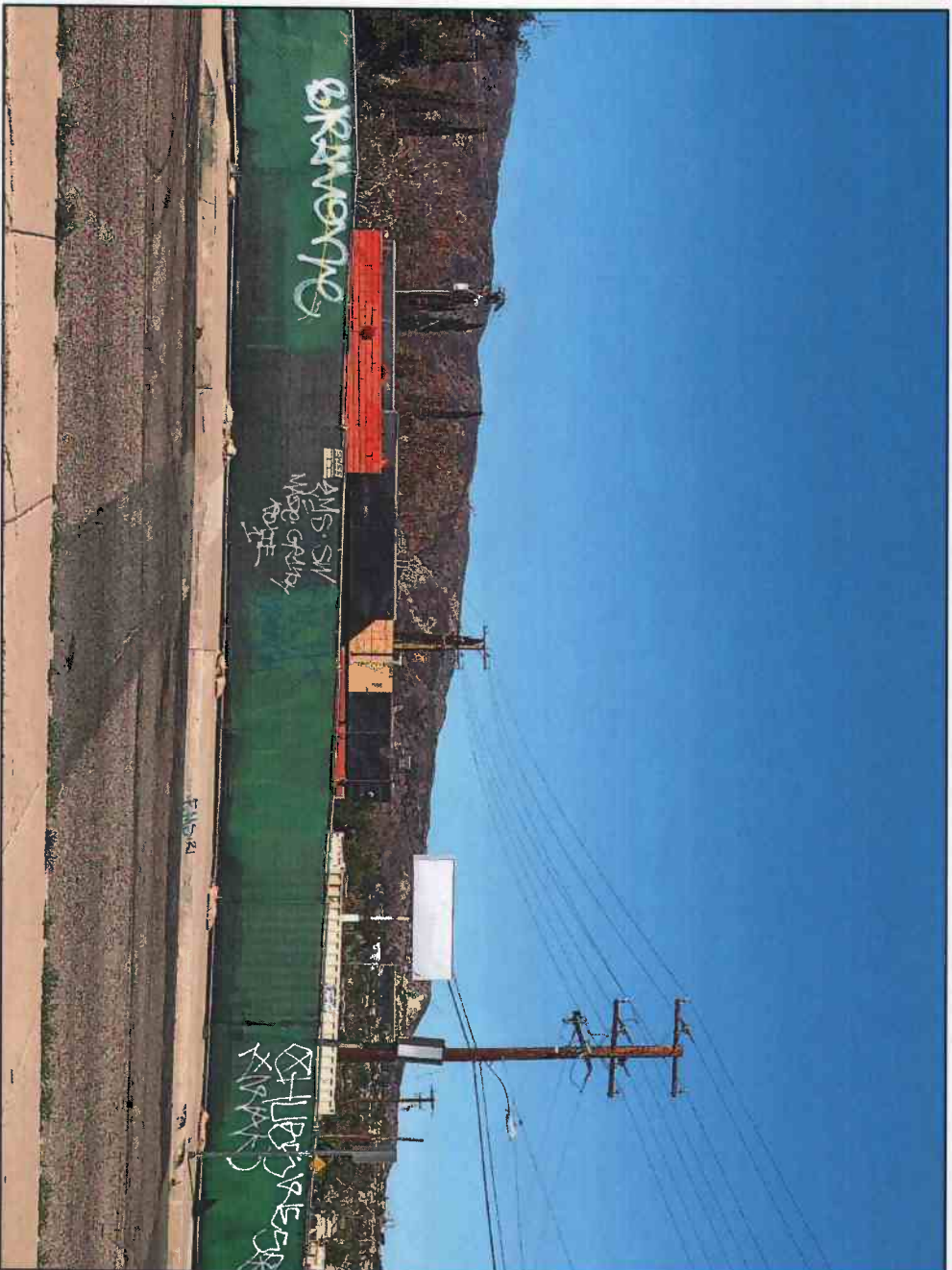
- Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center.



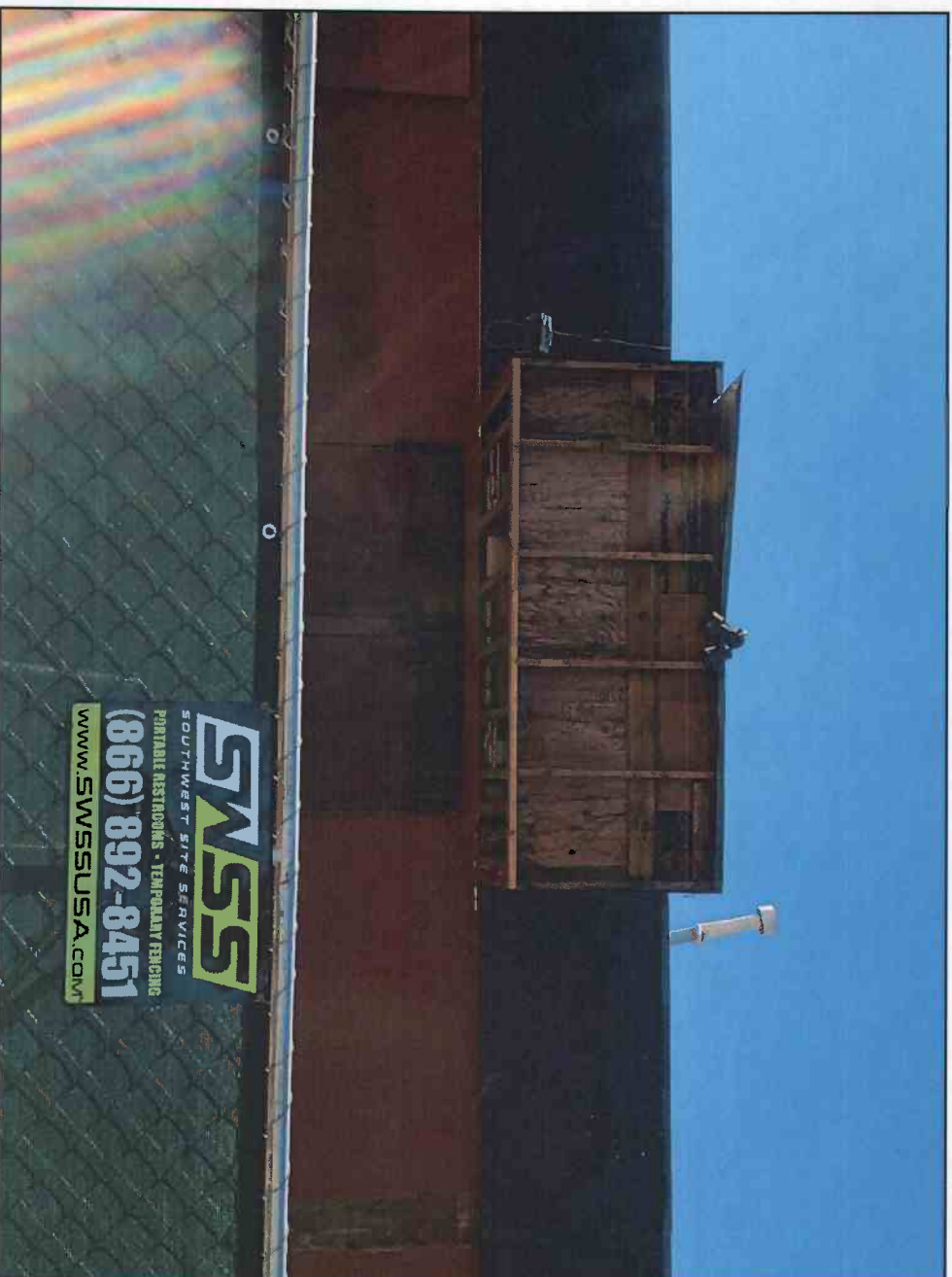
**PKs Restaurant**



**PKs Restaurant**



PKs Restaurant



**Located Within:**

City's Sphere of Influence:	No
Community Service Area ("CSA"):	Yes – 85 Cabazon
Special Flood Hazard Zone:	Yes – FEMA Zone A Floodplain
Agricultural Preserve:	No – Not In An Agricultural Preserve
Liquefaction Area:	Yes – Moderate
Subsidence Area:	Yes – Susceptible
Fault Zone:	No – Not in A Fault Zone
Fire Zone:	No – Not in A Fire Hazard Zone
Mount Palomar Observatory Lighting Zone:	Yes – Zone B
WRCMSHCP Criteria Cell:	No – Not in A Criteria Cell
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No – not in an Airport Compatibility Area

**PROJECT LOCATION MAP**



Figure 1: Project Location Map

## **PROJECT BACKGROUND AND ANALYSIS**

### **Project 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.

The applications for Development Agreement No. 2000014 and Conditional Use Permit No. 200029 were submitted to the County of Riverside on August 31, 2020.

### **Project Details:**

The proposed project will occupy an approximately 4,916 square-foot tenant space to be used as a storefront for a retail cannabis business within an existing building on a 0.13 acre lot with parking and landscaping. The project includes eighty one (81) off-street parking spaces which consists of eighteen (18) standard parking spaces, and three (3) accessible parking space, and sixty (60) shared parking spaces, exceeding the off-street requirement for retail cannabis at 1 stall per 200 square-feet that requires a minimum of twenty five (25) parking spaces pursuant to Ordinance No. 348 Section 18.12. A Declaration of Covenants, Conditions, Easements and Restrictions was provided to county staff to clarify that APN 519-190-043 is considered a "common/shared" area for the shopping center in which the project is to be located. Per the recorded CC&Rs "the parties hereto desire to establish certain covenants, conditions, easements and restrictions upon the subject Property for the benefit of themselves and their respective heirs, successors, and assigns for the purpose of enhancing and protecting the value, desirability and attractiveness of the Shopping Center; promoting the free flow of pedestrian and vehicular access, ingress, egress and travel to and from each of the Parcels, and the public thoroughfares adjacent to the Shopping Center; and for ensuring sufficient parking for those using the shopping Center." For the purposes of this project, the parking spaces adjacent to the project location shall be included as off-street parking spaces serving the proposed Cannabis business and the recorded CC&Rs shall serve as the written shared parking agreement.

The site also includes a trash enclosure at the northeast corner of the property. Furthermore, landscaping and internal walkways exists throughout the site. The property is accessed from Seminole Drive.

The existing structure is a single story 4,916 square foot commercial building. The structure has a flat roof with stucco siding, and glass doors and windows. The interior of the proposed suite area consists of areas for retail sales, reception and waiting area, and other spaces that include restrooms, a break room, and storage area.

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

### **General Plan Consistency:**

The project site has a General Plan Foundation Component of Community Development (CD) and Land Use Designation of Commercial Retail (CR). The Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal

is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The Commercial Retail land use designation provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets at a neighborhood, community, and regional level. The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as it would provide retail, community services and job opportunities within the surrounding community.

**Zoning Consistency:**

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

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

**ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS**

The proposed Project is exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 Section (b) (3) (Common Sense Exemption). Section 15061 provides 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.

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

project site. Therefore, the project as proposed would not expand upon the existing permitted buildings, would not expand the use of the site beyond those uses that already occur, and therefore the Project falls within the Class I exemption.

This project is also exempt from CEQA review pursuant to Article 19 – Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts the construction and location of new, small facilities or structures. Examples of this exemption include but are not limited to, a store or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor areas. In urbanized areas, the exemption also applies up to four such commercial buildings not exceeding 10,000 square feet in floor area. Also, the exemption applies to development provided that all necessary public facilities are available, and the surrounding areas are not environmentally sensitive. The project qualifies for this exemption since the project proposes to occupy an existing 4,916 square foot tenant space in an existing commercial building within an urbanized area, and since no hazardous substances are proposed to be kept on-site. The area has an urbanized visual characteristic as there are commercial and commercial uses in the surrounding area and there are residential uses further east and south of the site. The project meets the criteria of the exemption since the development has all necessary public services available including water, sewage, electrical, gas, and other utility extensions. The project is not located in an environmentally sensitive area and no unusual circumstances apply that would create a potentially significant environmental impact. The State CEQA Guidelines recognize that projects that propose small structures within non-environmentally sensitive urban areas and with available public services qualify for a categorical exemption. Therefore, no further environmental review is required.

Furthermore, none of the exceptions that bar the application of a categorical exemption pursuant to State CEQA Guidelines Section 15300.2 applies. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The 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 proposed 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 to ensure that any potentially significant environmental effects due to unusual circumstances or cumulative impact, would not impact any historic resources and would not be located on a hazardous site as these factors would be accounted for prior to permitting.

## **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 and Land Use Designation of Commercial Retail (CD: CR). The Commercial Retail land use designation allows for the development of commercial retail uses at the neighborhood, community, and regional level and provides for the emphasis on general uses such as grocery stores, drug stores, and other retail outlets.



The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of the General Plan Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of life styles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The project is consistent with the Community Development (CD) General Plan Foundation Component and Commercial Retail (CR) Land Use Designation as it would provide community services and job opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses. The proposed development fits in with the designated use of the parcel which supports the land use mix as described within the Pass Area Plan.

2. The site currently has a Zoning Classification of Scenic Highway Commercial (C-P-S), which is consistent with the Riverside County General Plan CD: CR designation. The C-P-S Zone conditionally allows specified commercial cannabis retail uses. The proposed C-P-S zone with its generally retail and service oriented permitted uses would implement the CD: CR General Plan Land Use Designation that encourages local and regional retail and services.
3. The proposed use, commercial cannabis retail store, is consistent with Ordinance No. 348 (Land Use) and is allowed in the C-P-S Zoning Classification with an approved Conditional Use Permit. Pursuant to various sections of Ordinance No. 348, as described in greater detail below in this staff report, the proposed project meets all of the conditional use permit findings, the development standards of the C-P-S Zoning Classification, permit requirements for all commercial cannabis activities, cannabis retailer minimum standards, and cannabis distribution facilities standards.
4. The uses surrounding the properties to the north and west are commercial, Interstate 10 to the south, and Indian Lands to the east.

**Conditional Use Permit Findings:**

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

1. The proposed use conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. The proposed commercial cannabis activity will be located in an existing commercial structure. The proposed use is a retail facility for a commercial cannabis activity. The use is a commercial use that may be established in the CD: CR land use designation. The project is conditioned to meet applicable State law and ordinances of Riverside County. The project is required to comply with all State cannabis licensing requirements and shall apply for the appropriate cannabis license within six (6) months of the Conditional Use Permit Approval. Failure to do so will terminate conditional use permit approval.

2. The overall development of the land shall be designed for the protection of the public health, safety and general welfare, because the proposed project does not propose any modifications of the existing structure or site layout that would compromise the health, safety and general welfare of the public. The proposal will only include tenant improvements to the interior of the existing building, while adding 24/7 security personnel and other security features on site to maintain safety and to mitigate any potential threats to the area. Additionally, the project has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Furthermore, with the advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community, and is subject to those conditions necessary to protect the health, safety and general welfare of the community.
3. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is within a shopping center that includes other properties which are designated Community Development: Commercial Retail (CD:CR) that provide other retail and service uses, offering a variety of activities that are permissible under the existing land use designation and zoning. The proposed use, a cannabis retail business, would provide retail services to the community and job opportunities, while also encouraging the vision and goals of the General Plan for Commercial Retail areas. Per Section 19.519.A of Ordinance No. 348, the general location of the proposed use shall not be within 1,000 feet of any Child Day Care Center, K-12 school, public park, or Youth Center which is met under the current conditions as the park which is located within the same shopping center is not considered a "public park" per the county's definition as it is privately owned. In addition, the proposed project site is not located within 1,000 feet of another Cannabis Retailer, is not located within 500 feet of a smoke shop or similar facility and is not located on a lot containing a residential dwelling unit.
4. That plan for the proposed use shall consider the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion; and shall take into account topographical and drainage conditions, including the need for dedication and improvements of necessary structures as a part thereof. The proposed project has taken these dedications and improvements into consideration and because of the current conditions of the site, which have already been developed with a paved parking lot, no further improvements or dedications are required.
5. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Only one structure is located on the proposed project site (APN: 519-190-032) and no new structures are proposed under this conditional use permit. As such, this requirement does not apply for this project.

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

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All of these requirements have either already been met or are required in the attached project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 and other sections of the

Advisory Notification Document address odor, hours of operation, security, and other requirements of Section 19.505.

2. While security has been raised as a concern relating to cannabis-related activities, a standard requirement of the advisory notification document (Planning. 14 and 15) requires sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, to deter and prevent theft of Cannabis or Cannabis Produces, and to ensure emergency access per applicable Fire Code standards. These requirements include the following:
  - a) A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
  - b) 24-hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
  - c) A professionally installed, maintained and monitored alarm system.
  - d) Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
  - e) 24-hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the County upon request. With implementation of these required measures, security concerns relating to the Commercial Cannabis Activity have been fully addressed.
  - 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 the 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 Scenic Highway Commercial (C-P-S) zone which states there are no yard requirements for buildings which do not exceed 35 feet in height. The existing building has a maximum height of 20 feet which does not exceed the 35-foot limit. Additionally, the project site is located adjacent to a parcel zoned Rural Residential and the existing building is located approximately 45 feet from the nearest residentially zoned property line.
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 9 AM to 10 PM.

#### **Scenic Highway Commercial (C-P-S) Zone Development Standards Findings:**

1. The development standards of the C-P-S Zoning Classification are as follows:
  - A. *There is no minimum lot area requirement, unless specifically required by zone classification for a particular area.* The proposed project meets this criteria as there is no minimum lot area required for its zone.
  - 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 building does not exceed twenty feet (20') in height. Therefore, the project meets this standard.
  - C. *No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Ordinance No. 348 Section 18.34. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to*

*Ordinance No. 348 Section 18.27.* The building does not exceed twenty feet (20') in height. Therefore, the project meets this standard.

- D. *Automobile storage space shall be provided as required by Ordinance No. 348 Section 18.12.* The project meets these requirements because the project requires 25 parking spaces and includes eighty one (81) off-street parking spaces which consists of eighteen (18) standard parking spaces, and three (3) accessible parking space, and sixty (60) shared parking spaces. The proposed project is located within a Shopping Center that includes a common area composed of a spillover parking lot for the adjacent Dino Museum. The applicants have provided a CC&R document which allows for the use of the common area for all businesses in the shopping center, which include the additional 60 shared parking spaces accounted for this project.
- 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 development standard as there is no mechanical equipment to be located on the roof of the proposed new building.

#### **Retail Operational Requirements**

1. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
- A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location. As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 1 Cannabis Retail Operations - 1)*
- B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Planning All. 7 Cannabis Retail Operations - 2)*
- C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 8 Cannabis Retail Operations - 3)*
- D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least*

- 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 9 Cannabis Retail Operations – 4)
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 10 Cannabis Retail Operations – 5)
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area.* As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 11 Cannabis Retail Operations – 6)
- G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods.* The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 12 Cannabis Retail Operations – 7)
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 13 Cannabis Retail Operations – 8)
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 14 Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 2 Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned 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 All. 3 Cannabis Retail Operations – 11)

- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 4 Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 5 Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning All. 6 Cannabis Retail Operations – 14)

**Cannabis Retail Findings:**

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

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Western Riverside County Multi-Species Habitat Conservation Plan or a Conservation Area of the Coachella Valley Multi-Species Habitat Conservation Plan.
2. The project site is not located within a City Sphere of Influence.
3. The project site is not located within an Airport Influence Area (AIA) boundary and is therefore not subject to the Airport Land Use Commission (ALUC) review.



4. The project site is 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.
5. 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 not located within a Cal Fire State Responsibility Area (SRA) or a Fire Hazard Severity Zone. Conditions of approval were placed on CUP No. 200029 requiring compliance with Ordinance No. 787.

**Development Agreement:**

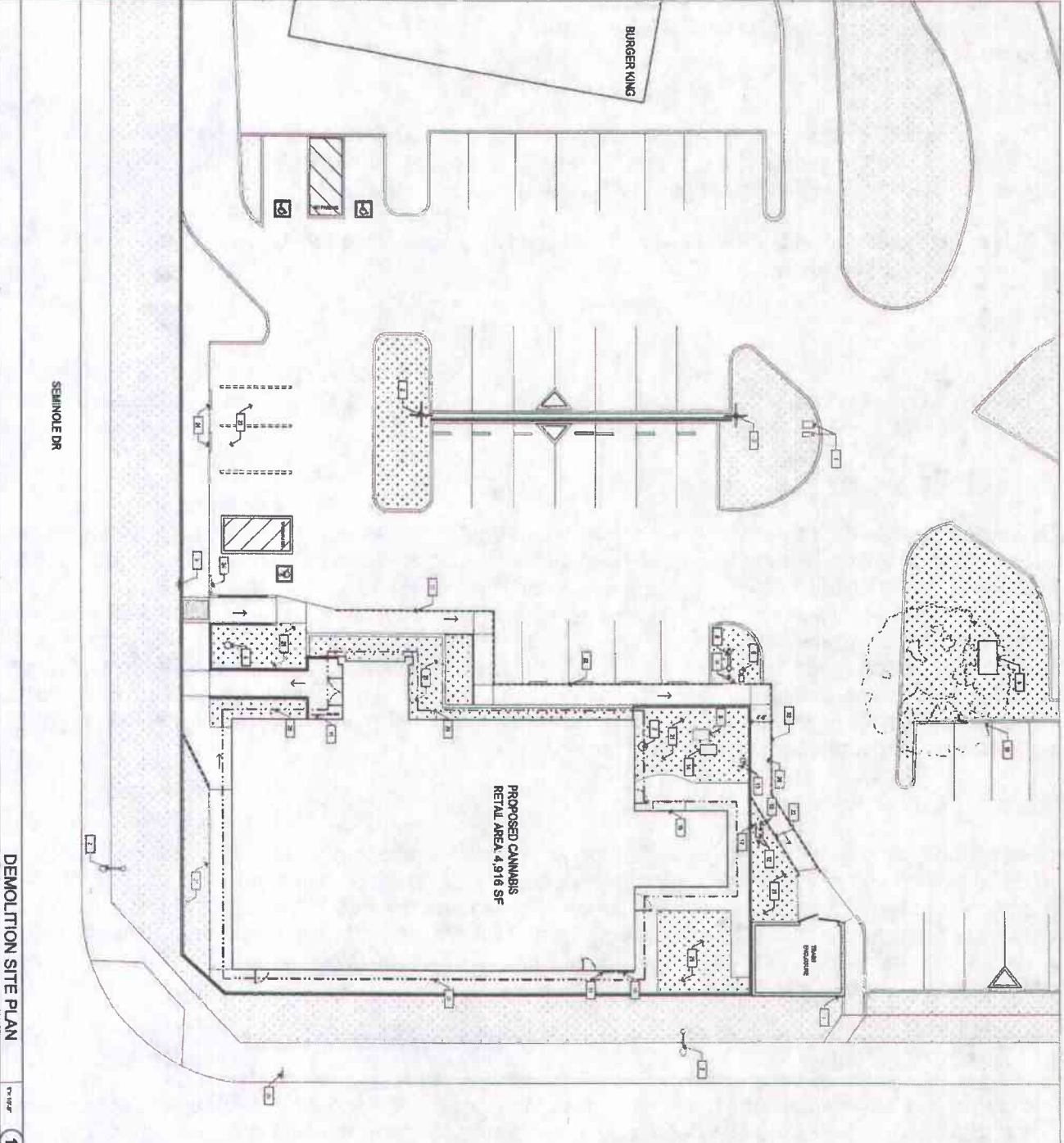
The applicant has proposed entering into the attached draft Development Agreement No. 2000014(DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated 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-P-S zoning classification, complies with the permit requirements for all Commercial Cannabis Activities, complies with the minimum standard requirements and will not be detrimental to the public health, safety or general welfare. Additionally, the project complies with all applicable requirements of State law and ordinances of Riverside County.

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 1,600 feet of the project site. As of the writing of this report, Planning Staff has received written communication or phone calls indicating opposition to the proposed project. The public comments, in addition to, the response from the Planning Department, have been attached to this staff report package for documentation.



DEMOLITION SITE PLAN

**KEYNOTES**

- 1. DEMOLISH EXISTING SIGNAGE TO REMAIN
- 2. DEMOLISH EXISTING LIGHT FIXTURES TO REMAIN
- 3. DEMOLISH EXISTING SIGNAGE TO REMAIN
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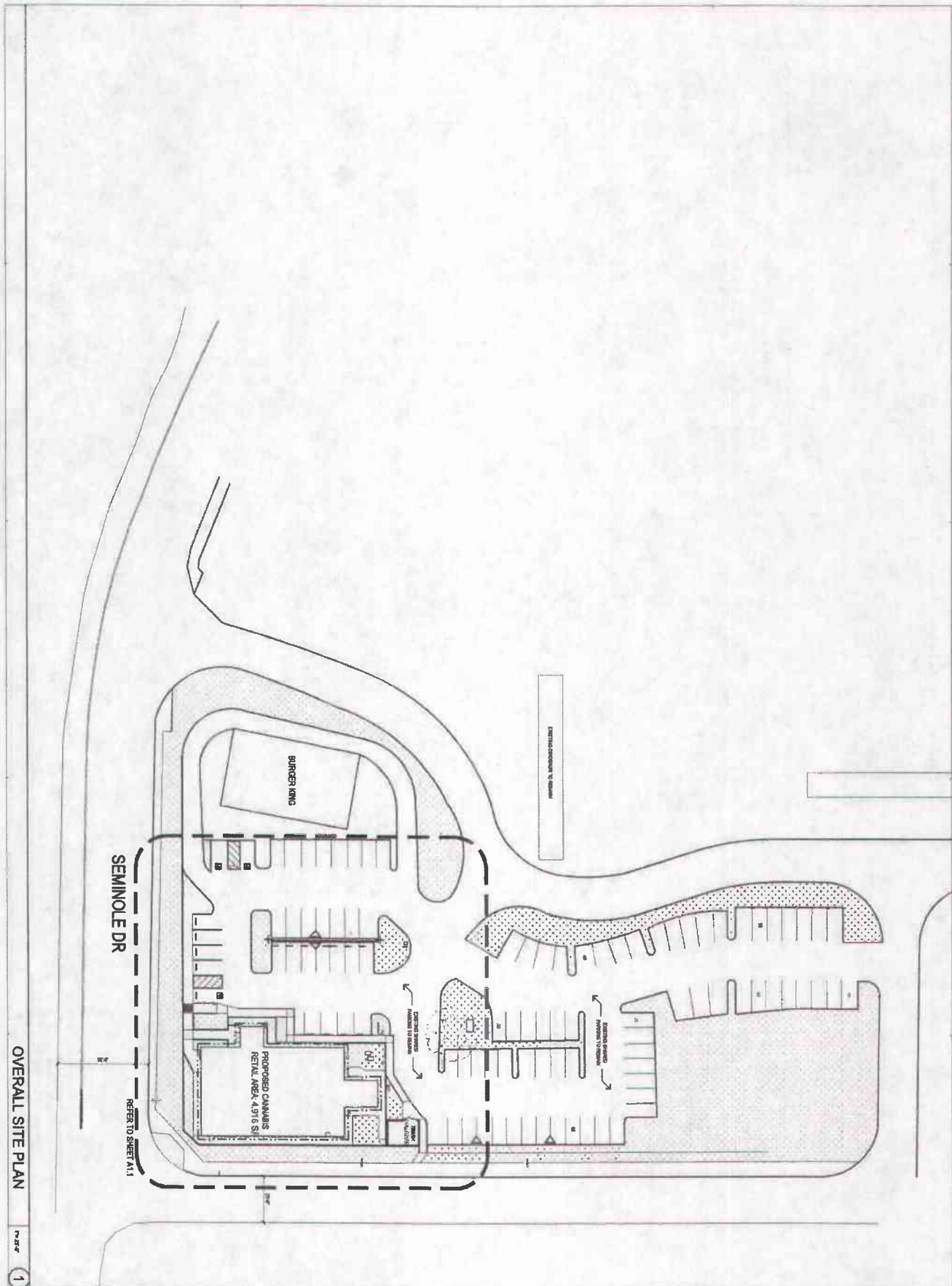
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**DEMOLITION SITE PLAN**

CUP FOR:  
EMPIRE CABAZON  
50920 SEMINOLE DR,  
CABAZON, CA 92230

JEFFREY A. SMITH  
C-14870  
STATE OF CALIFORNIA  
CIVIL ENGINEER

554 ANTON BLVD, SUITE 104  
COSTA MESA, CA 92626



OVERALL SITE PLAN

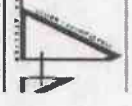
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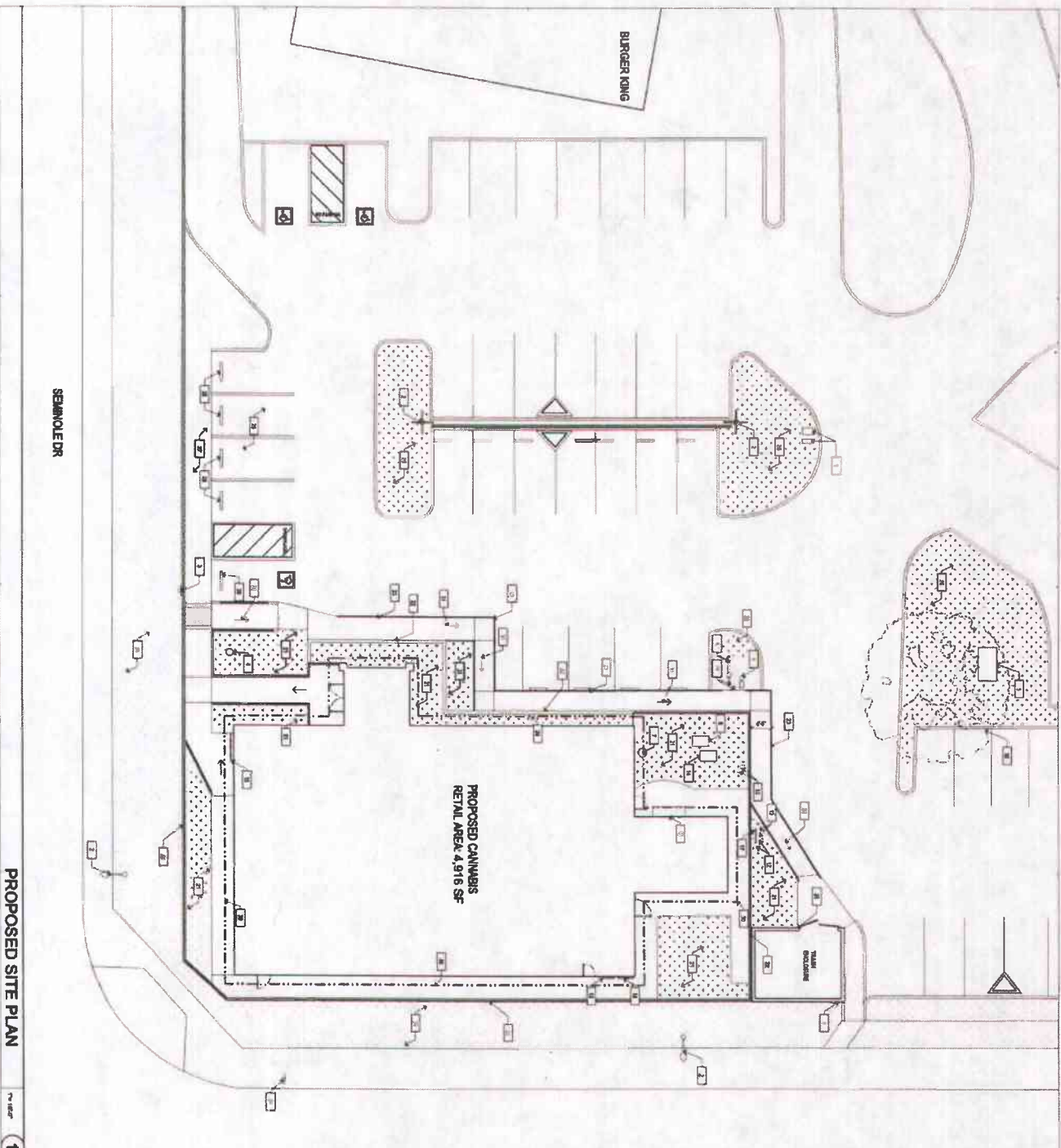
OVERALL SITE PLAN

CUP FOR:  
EMPIRE CABAZON  
50920 SEMINOLE DR,  
CABAZON, CA 92230



505 ANTON BLVD., SUITE 10  
COSTA MESA, CA 92626





PROPOSED SITE PLAN 1/8" = 10' 1

**KEYNOTES**

- 1. EXISTING PAVEMENT TO REMAIN
- 2. EXISTING STREET LIGHTS TO REMAIN
- 3. EXISTING ADA SIGN TO REMAIN
- 4. EXISTING SIGNAGE TO BE REMOVED
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- 50. EXISTING SIGNAGE TO BE RELOCATED TO BE REMOVED

**BUILDING AND SITE INFORMATION**

ADDRESS: 50820 SEMINOLE DR, CABAZON, CA 92230  
 ZONE: C-2 (COMMERCIAL)  
 PROJECT ARCHITECT: [Name]  
 PROJECT ENGINEER: [Name]  
 PROJECT DATE: [Date]  
 PROJECT SCALE: [Scale]  
 PROJECT SHEET: [Sheet Number]

**PLANNING DEPARTMENT NOTES**

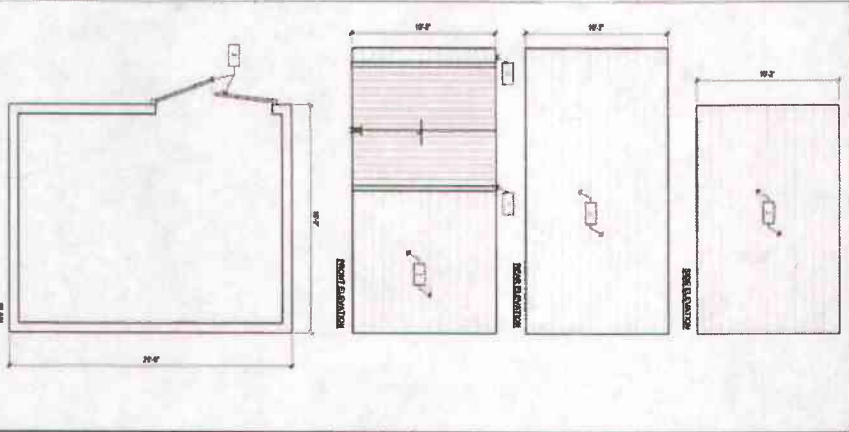
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE.  
 2. THE PROJECT SHALL COMPLY WITH ALL APPLICABLE ORDINANCES AND REGULATIONS.  
 3. THE PROJECT SHALL BE SUBJECT TO THE DISCRETION OF THE PLANNING DEPARTMENT.

**VICINITY MAP**



**TRASH ENCLOSURE KEYNOTES**

- 1. EXISTING TRASH ENCLOSURE TO BE DEMOLISHED AND REBUILT
- 2. EXISTING TRASH ENCLOSURE TO BE REBUILT TO MATCH ADJACENT BUILDING WALL



**TRASH ENCLOSURE DETAILS**



**Specification**  
 3M 3830 Transparent  
 3M 3835 Blackout Colored Vinyl (Vinyl Colors)  
 3M Clear Vinyl w/ 6520 Matte Lamination for Digital Print  
 (Applied on both front and back side of acrylic face)  
 Returns are the sides bordering the channel letter.  
 5" .040" Alumt. Metals USA  
 Trim Caps are plastic molding that surrounds the acrylic face

**SIGNAGE A & E**



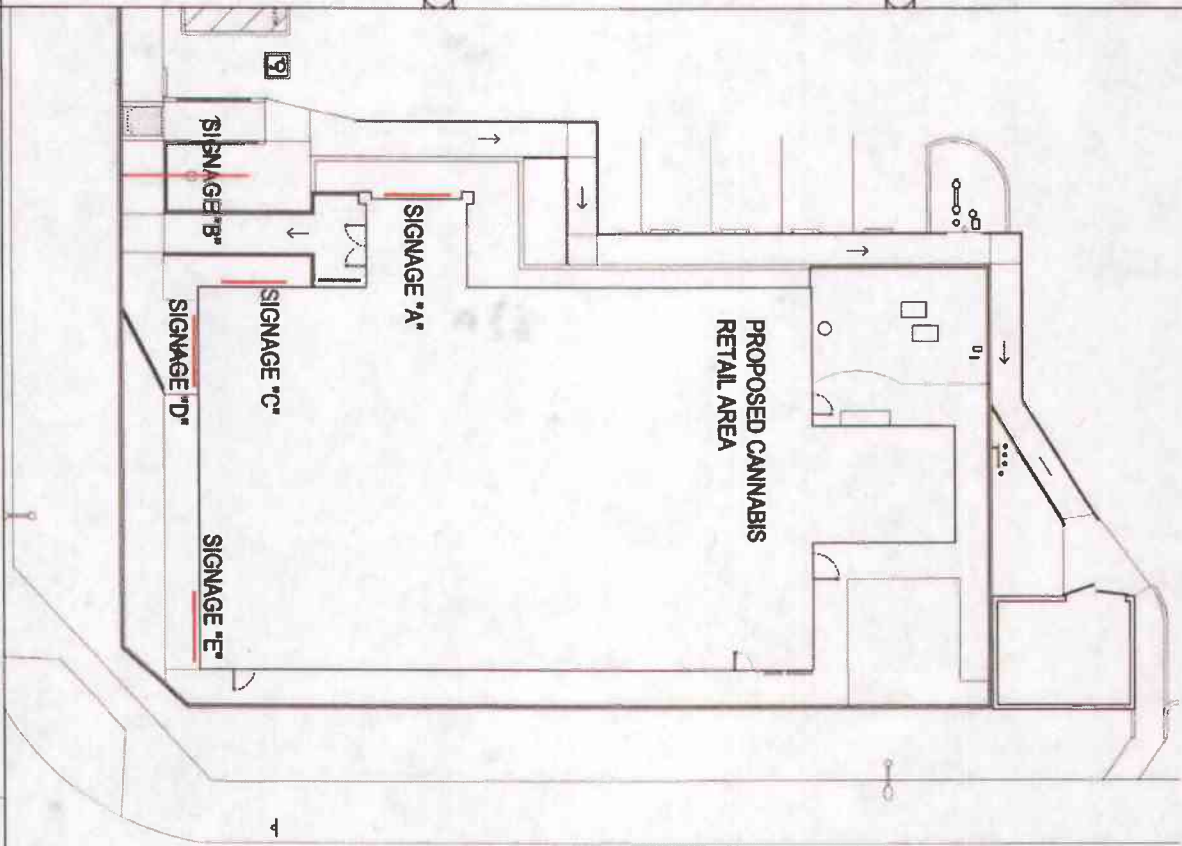
**SIGNAGE B**



**Specification**  
 3M 3830 Transparent  
 3M 3835 Blackout Colored Vinyl (Vinyl Colors)  
 3M Clear Vinyl w/ 6520 Matte Lamination for Digital Print  
 (Applied on both front and back side of acrylic face)  
 Returns are the sides bordering the channel letter.  
 5" .040" Alumt. Metals USA  
 Trim Caps are plastic molding that surrounds the acrylic face

**SIGNAGE C & D**

**NOTE: REFER TO SIGNAGE PACKET FOR MORE INFORMATION & DETAILS**



**SIGNAGE PLAN**

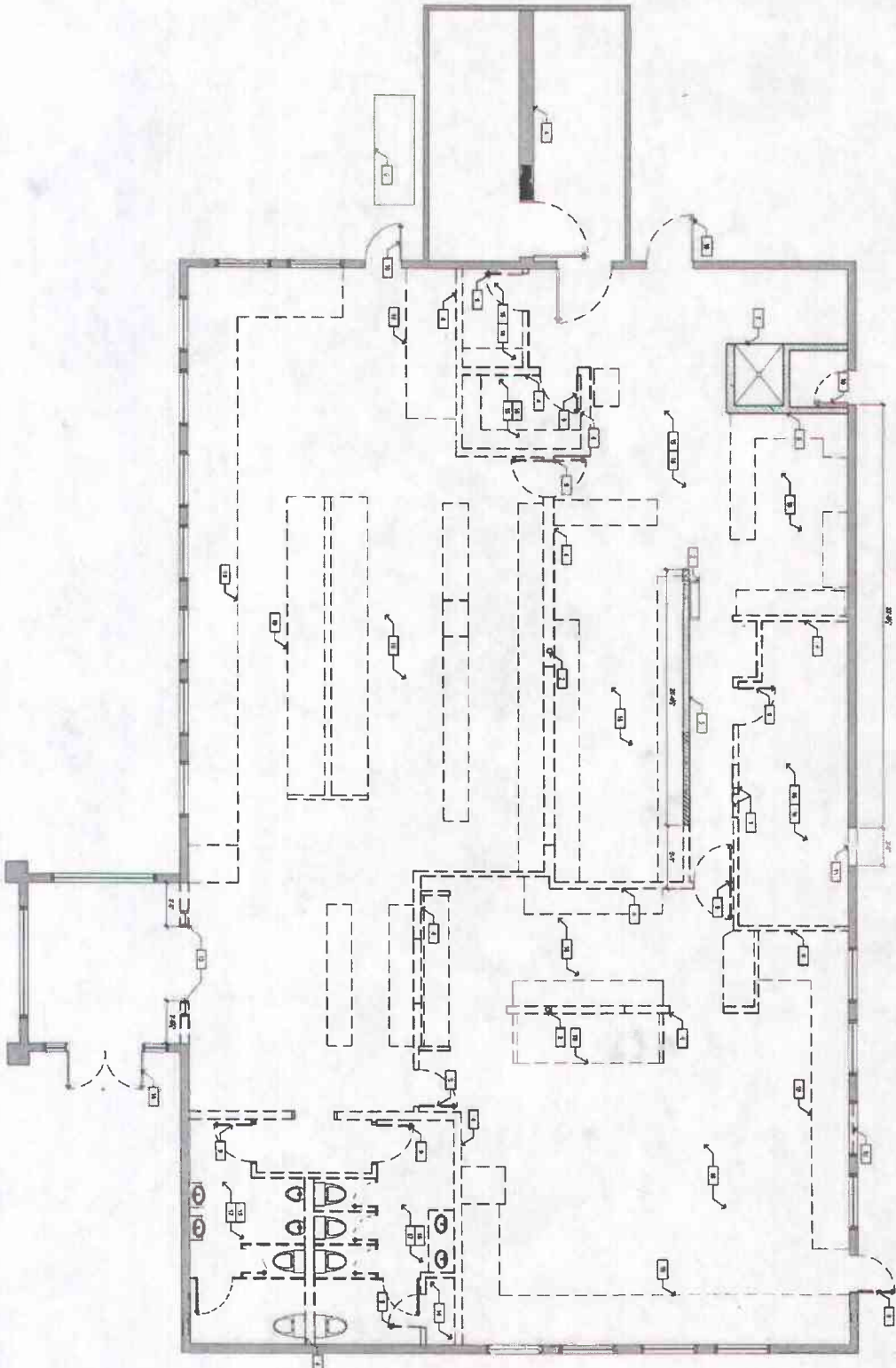
**STREET LETTERS**  
 5625 ARROW BLVD, SUITE 15  
 COSTA MESA, CA 92626

**LETTING CONTRACT**  
 201707  
 2017

CUP FOR:  
 EMPIRE CABAZON  
 50820 SEMINOLE DR,  
 CABAZON, CA 92230

**SIGNAGE & TRASH ENCLOSURE PLAN**

**A12**



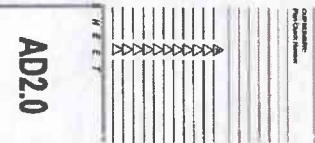
DEMOLITION FLOOR PLAN

### LEGEND

- 1. AIRBORN WALL TO BE DEMOLISHED
- 2. EXISTING AIRBORN WALL TO REMAIN
- 3. EXISTING AIRBORN WALL TO REMAIN TO BE DEMOLISHED
- 4. TO BE DEMOLISHED

### KEYNOTES

- 1. DEMOLISH FLOOR FINISH TO 6" GRANULAR
- 2. DEMOLISH EXISTING CEILING TO EXPOSE
- 3. DEMOLISH EXISTING FLOOR FINISH TO EXPOSE
- 4. DEMOLISH WALL TO REMAIN
- 5. DEMOLISH WALL TO REMAIN
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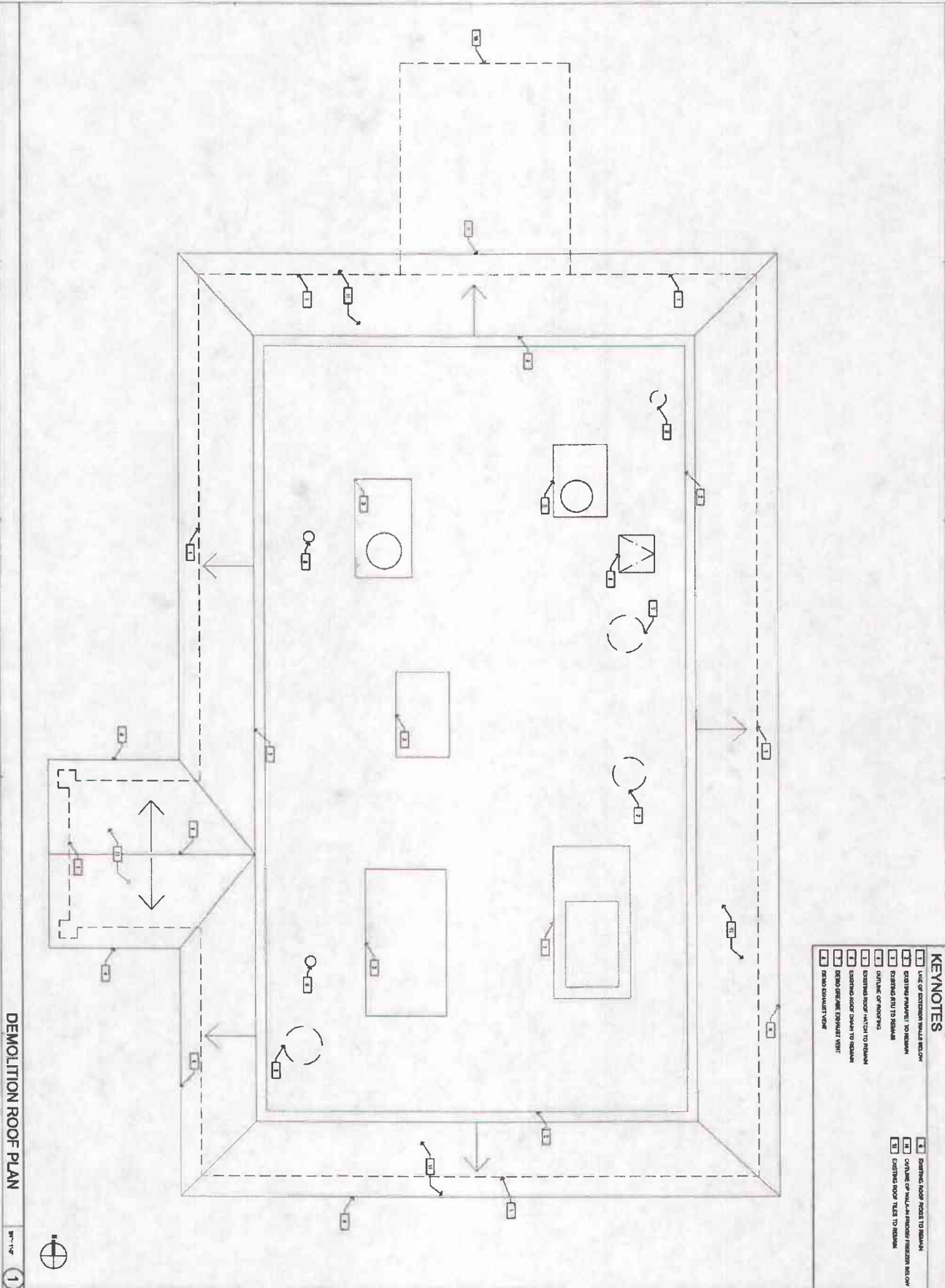


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### DEMOLITION FLOOR PLAN

CUP FOR:  
EMPIRE CABAZON  
50920 SEMINOLE DR.  
CABAZON, CA 92230





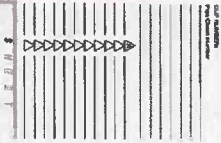
DEMOLITION ROOF PLAN

1

KEYNOTES

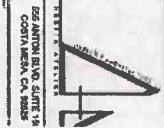
- 1. LINE OF EXISTING WALLS BELOW
- 2. EXISTING ROOF TO REMAIN
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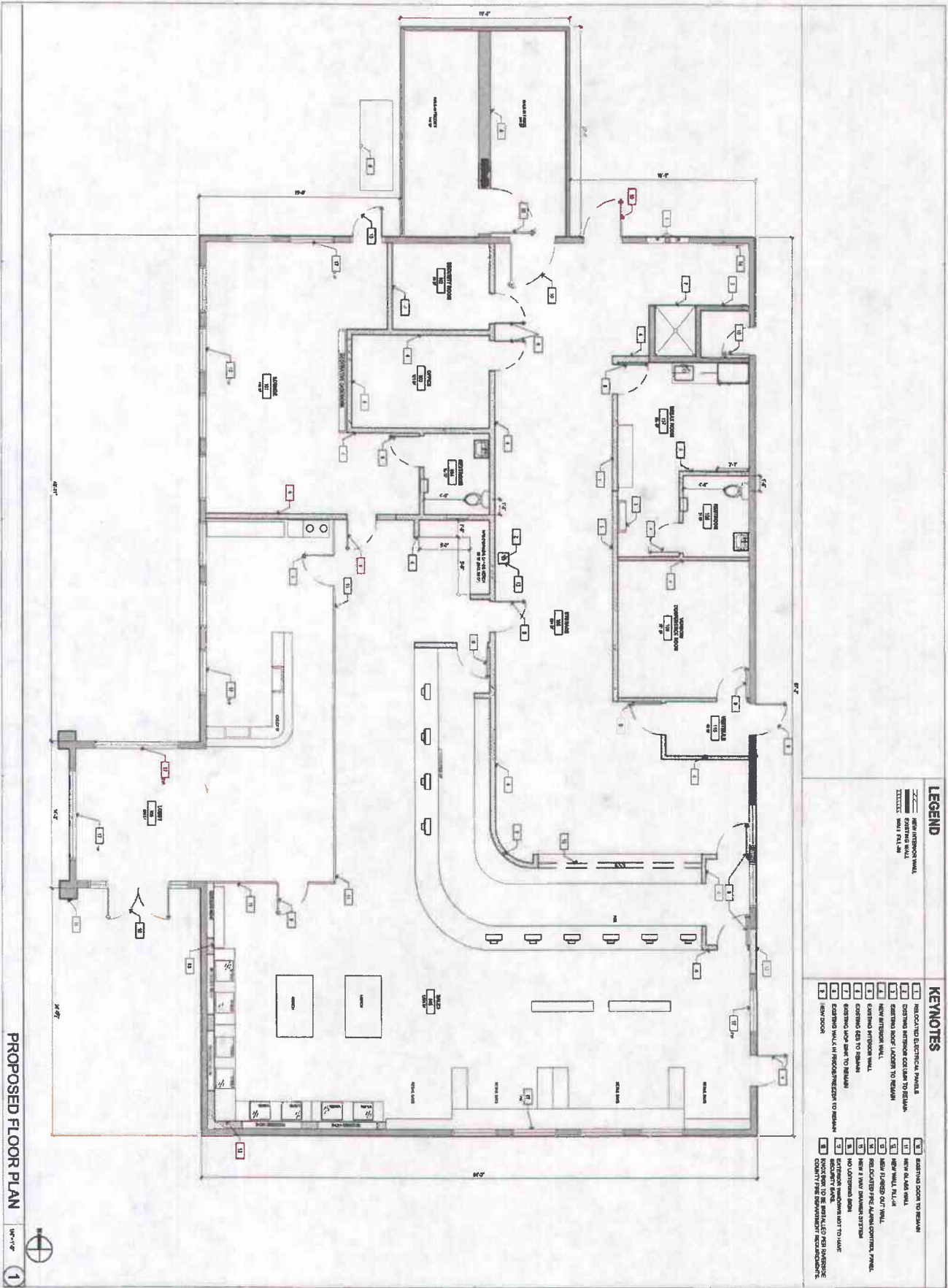
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DEMOLITION ROOF PLAN

CUP FOR:  
 EMPIRE CABAZON  
 50920 SEMINOLE DR,  
 CABAZON, CA 92230





PROPOSED FLOOR PLAN

1

**LEGEND**

- NEW INTERIOR WALL
- EXISTING WALL
- EXISTING WALL TO REMAIN

**KEYNOTES**

- 1. RELOCATE ELECTRICAL PANELS
- 2. DESTROY INTERIOR WALL TO REMAIN
- 3. DESTROY ROOF LADDER TO REMAIN
- 4. NEW INTERIOR WALL
- 5. EXISTING INTERIOR WALL
- 6. EXISTING CEILING TO REMAIN
- 7. EXISTING JOIST SINK TO REMAIN
- 8. EXISTING WALL IN RECEPTION AREA TO REMAIN
- 9. NEW DOOR
- 10. EXISTING DOOR TO REMAIN
- 11. NEW GLASS WALL
- 12. NEW WALL FULL
- 13. NEW FINISHES ON WALL
- 14. RELOCATE FIRE ALARM CONTROL PANEL
- 15. NEW 1 HOUR FIRE RATED GLASS PARTITION
- 16. NO EXISTING ROOF
- 17. EXISTING ROOF TO REMAIN
- 18. EXISTING WALL TO REMAIN
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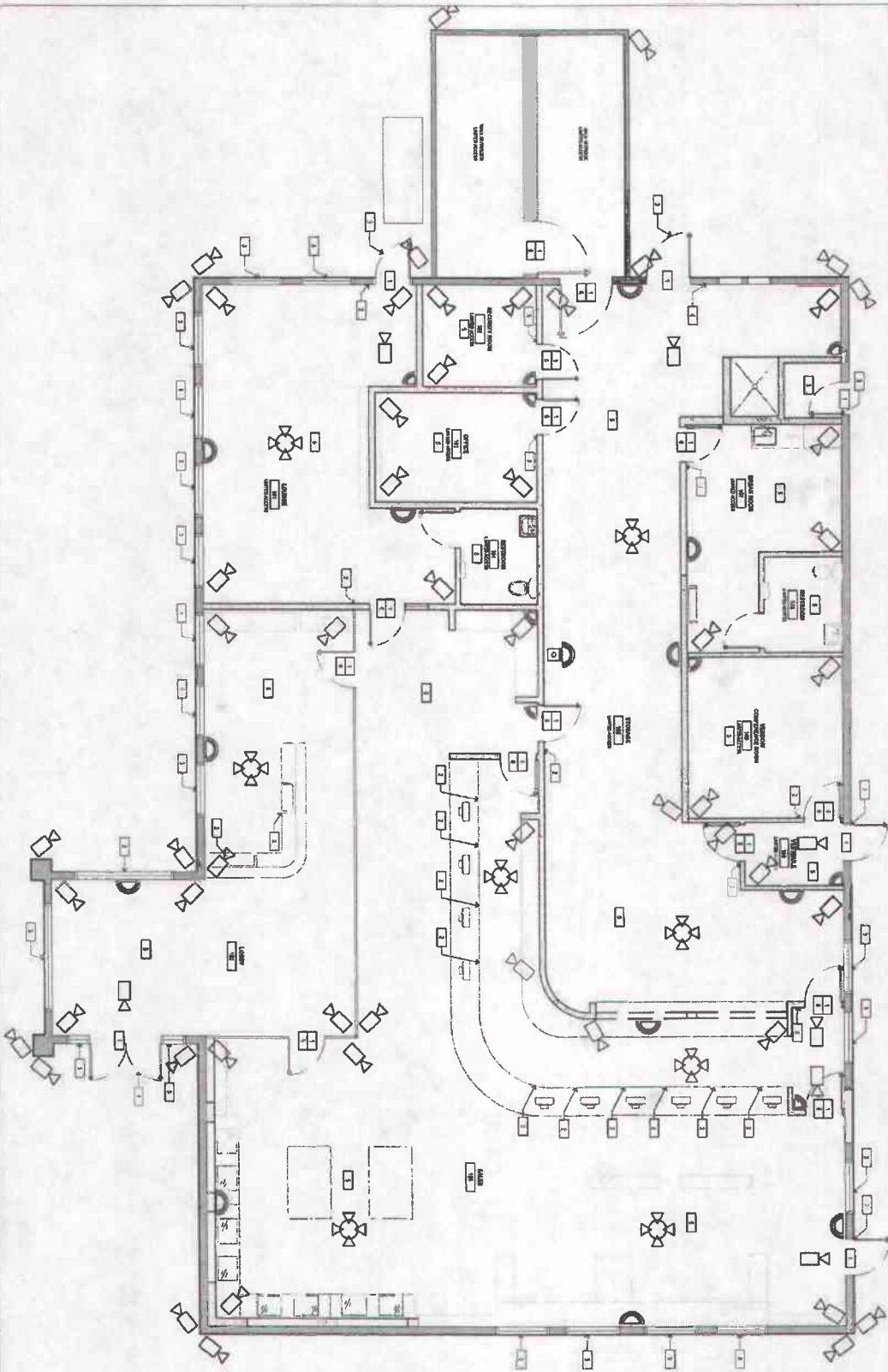
5 H L E T J

**PROPOSED FLOOR PLAN**

CUP FOR:  
 EMPIRE CABAZON  
 50920 SEMINOLE DR,  
 CABAZON, CA 92230

555 ANTON BLVD, SUITE 150  
 COSTA MESA, CA 92626





PROPOSED SECURITY PLAN



**SECURITY PLAN LEGEND**

	SECURITY CAMERA
	PERIMETER AND INTERIOR SECURITY CAMERA
	MOTION DETECTOR
	PERIMETER MOTION DETECTOR
	ST. MARY'S

**KEYNOTES**

	DOOR LOCK
	PERIMETER DETECTOR
	ALARM CONTACT
	ALARM CONTACT, PERIMETER
	PERIMETER DETECTOR
	ALARM CONTACT

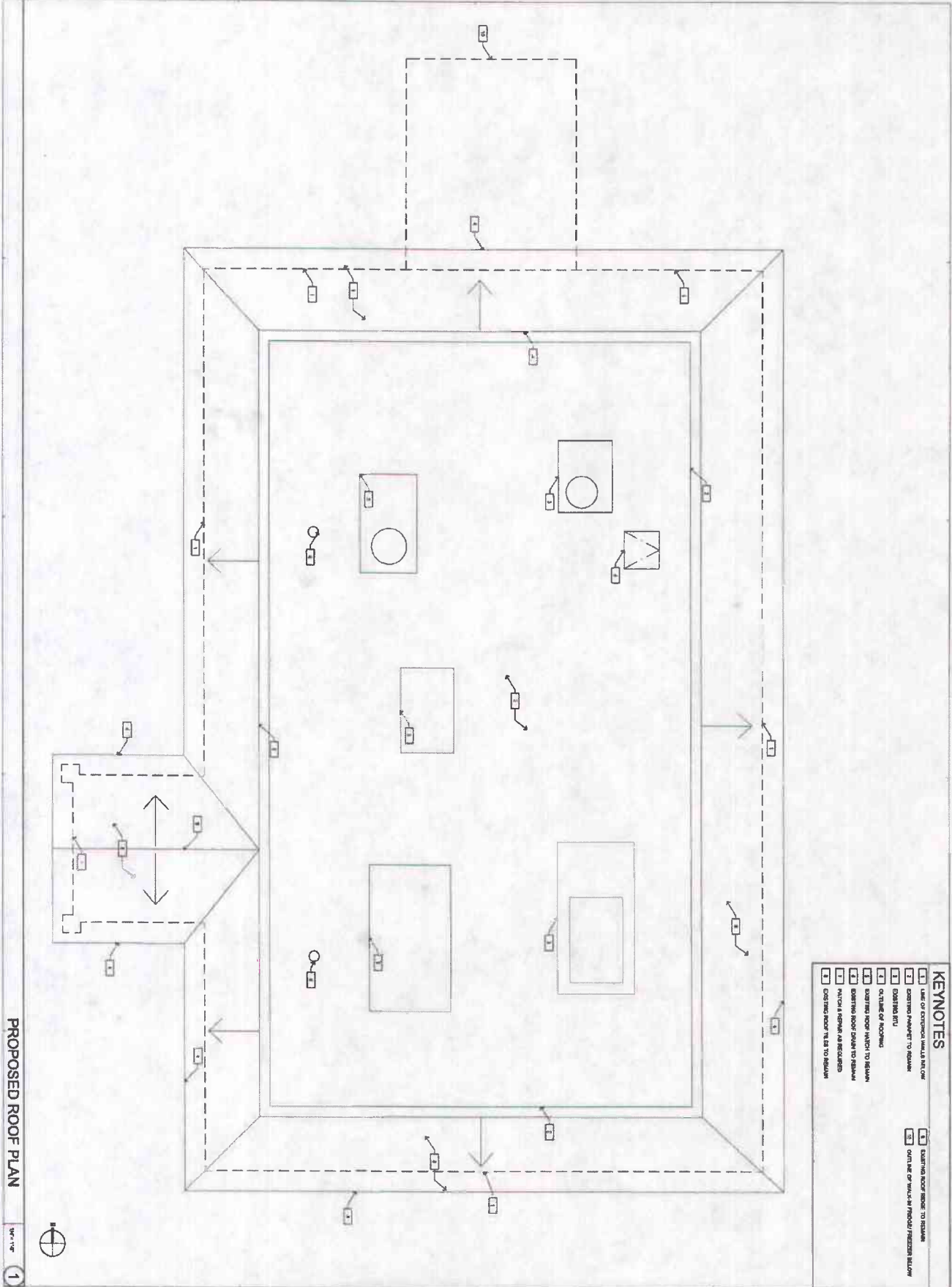
A2.1

PROPOSED SECURITY PLAN

CUP FOR:  
 EMPIRE CABAZON  
 50920 SEMINOLE DR.  
 CABAZON, CA 92230



A2 ARCHITECTURE  
 100 ANTON BLVD. SUITE 110  
 COSTA MESA, CA 92626  
 714.440.1111  
 www.a2architecture.com



PROPOSED ROOF PLAN

1



**KEYNOTES**

1	LINE OF EXTERIOR WALLS TO REMAIN	2	EXTERIOR ROOF RISE TO REMAIN
3	EXISTING ROOF RISE TO REMAIN	4	OUTLINE OF WALLS OF ROOF/PIZZERIA BELOW
5	EXISTING ROOF RISE TO REMAIN	6	EXISTING ROOF RISE TO REMAIN
7	EXISTING ROOF RISE TO REMAIN	8	EXISTING ROOF RISE TO REMAIN
9	EXISTING ROOF RISE TO REMAIN	10	EXISTING ROOF RISE TO REMAIN

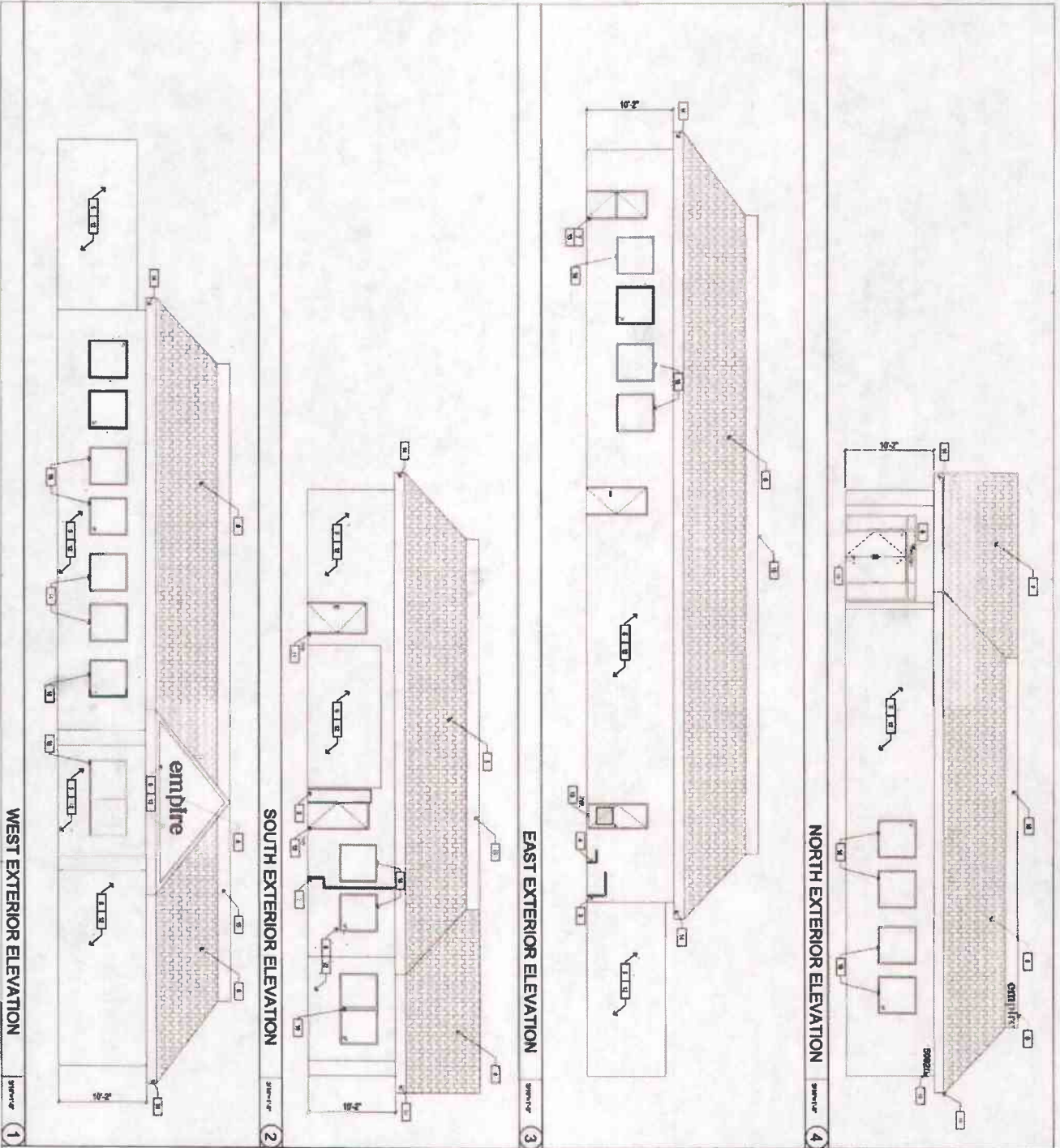
**A2.5**

0' 5' 10' 15' 20' 25' 30' 35' 40' 45' 50'

**PROPOSED ROOF PLAN**

CUP FOR:  
EMPIRE CABAZON  
50920 SEMINOLE DR.  
CABAZON, CA 92230





- KEYNOTES**
1. EXTERIOR WALL FINISH TO REMAIN
  2. EXTERIOR WALL FINISH TO REMAIN
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**PROPOSED EXTERIOR ELEVATIONS**

**EMPIRE CABAZON**  
 50920 SEMINOLE DR.  
 CABAZON, CA 92230

### 3 NORTH EXTERIOR ELEVATION

GENERAL CONCRETE ROOF  
EXTERIOR FINISHES: SMOOTH  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
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FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

### 4 WEST EXTERIOR ELEVATION

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

### 1 EAST EXTERIOR ELEVATION

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

### 2 SOUTH EXTERIOR ELEVATION

FRONTS TO BE FINISHED WITH  
GENERAL CONCRETE ROOF  
FINISHES: SMOOTH  
FINISHES: SMOOTH

### KEYNOTES

- GENERAL CONCRETE ROOF
- FRONTS TO BE FINISHED WITH

### PROPOSED RENDERED EXTERIOR ELEVATIONS

EMPIRE CABAZON  
50920 SEMINOLE DR.  
CABAZON, CA 92230

SCOTT A. CABAZON  
REGISTERED ARCHITECT  
NO. 53870  
STATE OF CALIFORNIA

DATE: 03/26/23

44.1

**PRELIMINARY LANDSCAPE PLAN**

SCALE: 1" = 10'-0"

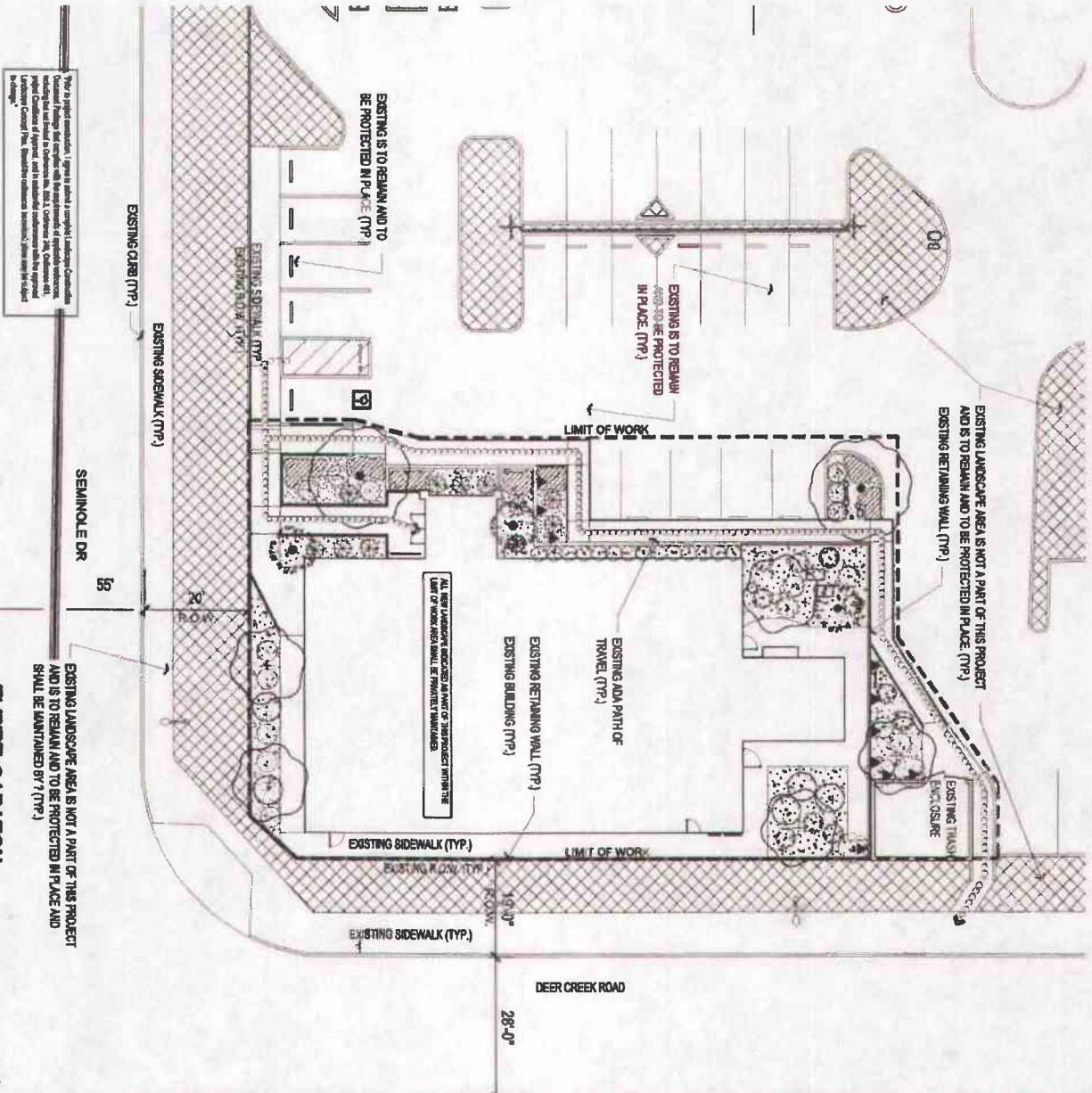
**EMPRE CABAZON**

NOVEMBER 13, 2003



**Wilda!**  
Wilda Davis Associates  
Landscape Architecture  
2825 Litchfield Dr.  
Newport, CA 92563  
PH: (951) 553-2458

JOB NO. 0008



**PLANT SCHEDULE**

SYMBOL	COMMON NAME	QTY	EQ.	EQ.	EQ.	EQ.
1	WATERING SYSTEM					
2	Various Shrubs / Yellow Jamb	15	EQ.	1	EQ.	EQ.
3	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
4	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
5	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
6	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
7	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
8	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
9	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
10	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
11	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
12	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
13	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
14	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
15	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
16	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
17	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
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21	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
22	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
23	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.
24	Orange Blossom / Orange Blossom	15	EQ.	1	EQ.	EQ.

**REFERENCE NOTES SCHEDULE**

- 1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CALIFORNIA LANDSCAPE ARCHITECTURE BOARD AND THE CALIFORNIA PLANTING CODE.
- 2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CALIFORNIA LANDSCAPE ARCHITECTURE BOARD AND THE CALIFORNIA PLANTING CODE.
- 3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CALIFORNIA LANDSCAPE ARCHITECTURE BOARD AND THE CALIFORNIA PLANTING CODE.
- 4. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CALIFORNIA LANDSCAPE ARCHITECTURE BOARD AND THE CALIFORNIA PLANTING CODE.

**DESCRIPTION OF DESIGN APPROACH:**

The design for this project is based on a preliminary site plan and site analysis. The design approach is to create a landscape that is functional, aesthetically pleasing, and sustainable. The design approach is to create a landscape that is functional, aesthetically pleasing, and sustainable. The design approach is to create a landscape that is functional, aesthetically pleasing, and sustainable.

**SITE INFORMATION:**

This project is located at the intersection of Seminole Drive and Deer Creek Road. The site is approximately 1.5 acres in size. The site is currently vacant and is to be developed for residential use. The site is currently vacant and is to be developed for residential use.

**APPROVED FINAL LANDSCAPE CONCEPT A/E 01/22/2003**

**CUP 200029**  
EMPRE CABAZON  
NOVEMBER 13, 2003

**Wilda!**  
Wilda Davis Associates  
Landscape Architecture  
2825 Litchfield Dr.  
Newport, CA 92563  
PH: (951) 553-2458

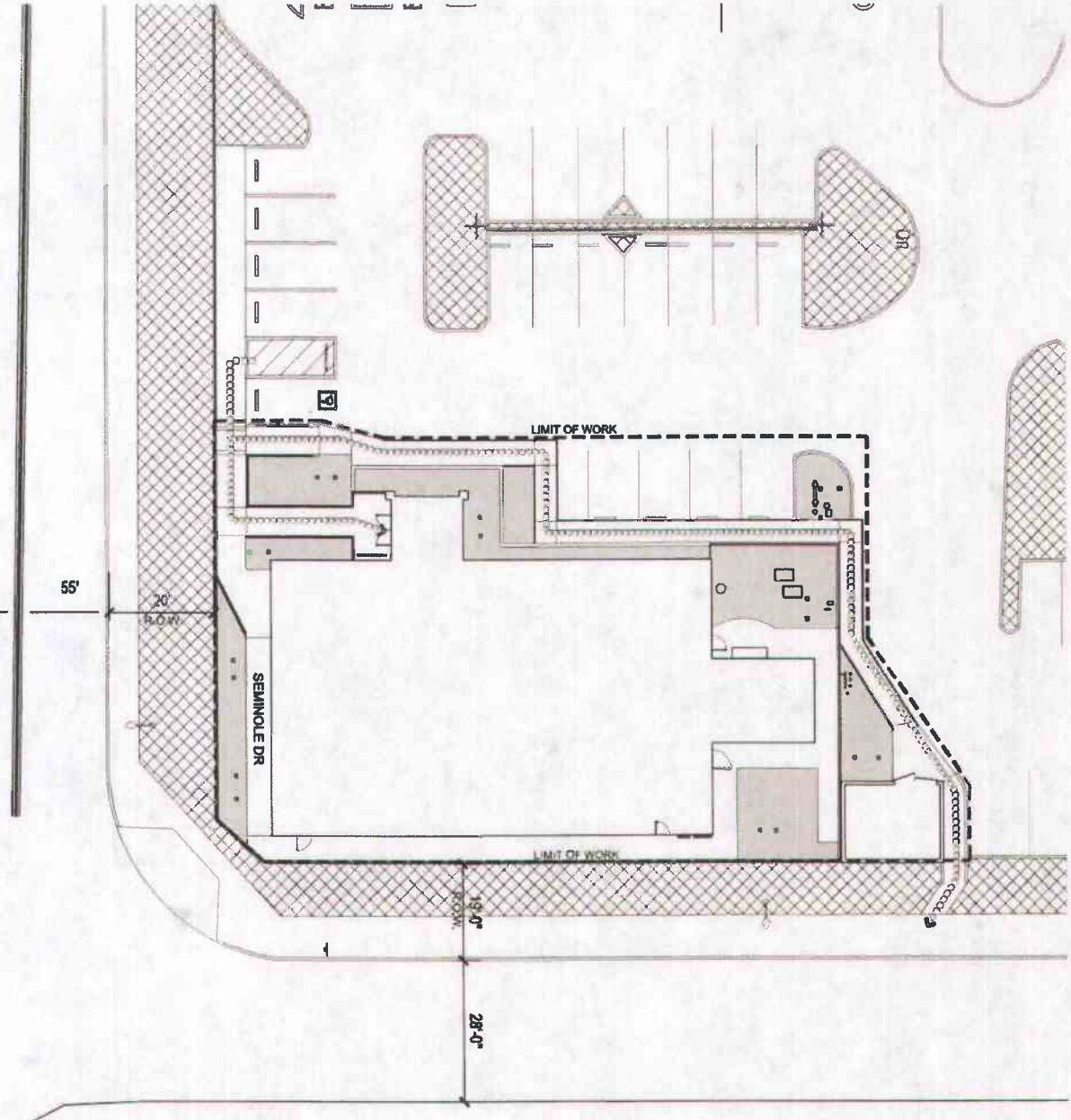
**SCHEMATIC IRRIGATION PLAN**

DATE: 11.17.08

**EMPIRE CABAZON**

2820 SEMIWAY DR., CHANON, CALIFORNIA 92520

APPROX. 6,260



Riverside County Ordinance 93B.21 regarding Water Use Categories  
 Clean Land Use

**1. Residential General Water Requirements**

Apply the following ranges of population densities to the water use table. For the water use table, use the following:

Units = 1,250 sq ft

Units = 1,250 sq ft

**2. Residential General Water Use**

Population #1: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #2: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #3: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #4: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #5: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #6: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #7: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #8: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #9: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #10: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #11: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #12: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #13: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #14: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #15: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #16: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #17: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #18: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #19: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #20: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #21: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #22: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #23: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #24: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #25: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #26: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #27: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #28: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #29: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #30: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #31: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #32: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #33: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #34: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #35: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #36: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #37: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #38: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #39: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #40: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #41: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #42: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #43: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #44: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #45: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #46: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #47: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #48: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

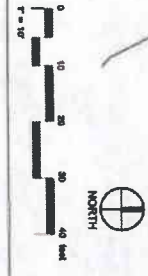
Population #49: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

Population #50: 1000  
 Water Use (gpd): 1000  
 Water Use (gal): 1000

**IRRIGATION SCHEDULE**

SYMBOL	DESCRIPTION	SIZE	QTY
[Symbol]	POINT TO POINT DRIP AREA EACH PLANT TO RECEIVE 1 GAL OF WATER (1) 20 GPM EMITTER PER PLANT.	1.888" ID	694
[Symbol]	MANUFACTURER/MODEL/DESCRIPTION	18	

NOT A PART OF THIS PLAN AND BEING REFERRED TO IN THIS PLAN. ANY CHANGES TO THIS PLAN MUST BE MADE IN ACCORDANCE WITH THE ORIGINAL CONTRACT DOCUMENTS. ANY CHANGES TO THIS PLAN MUST BE MADE IN ACCORDANCE WITH THE ORIGINAL CONTRACT DOCUMENTS. ANY CHANGES TO THIS PLAN MUST BE MADE IN ACCORDANCE WITH THE ORIGINAL CONTRACT DOCUMENTS.



**William Davis Associates**  
 Landscape Architecture  
 2825 Lindsey Dr.  
 Riverside, CA 92503  
 PH (951) 353-2436

208 INC. 2003

WILLIAM DAVIS ASSOCIATES  
 LANDSCAPE ARCHITECTURE  
 PLAN  
 DATE 01/22/2011

Supervisor: Hewitt  
District 5

# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CUP200029

### VICINITY/POLICY AREAS

Date Drawn: 03/05/2021  
Vicinity Map



Zoning Dist: Cabazon

Author: Vinnie Nguyen



NOTICE: On October 7, 2020, the County of Riverside adopted a new General Plan providing some land use designations in unincorporated Riverside County parcels. The new General Plan may provide different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department at (951) 853-3333 or visit the Riverside County Planning Department website at [www.riversidecountyplanning.com](http://www.riversidecountyplanning.com). This document is Project CUP200029.

RIVERSIDE COUNTY PLANNING DEPARTMENT

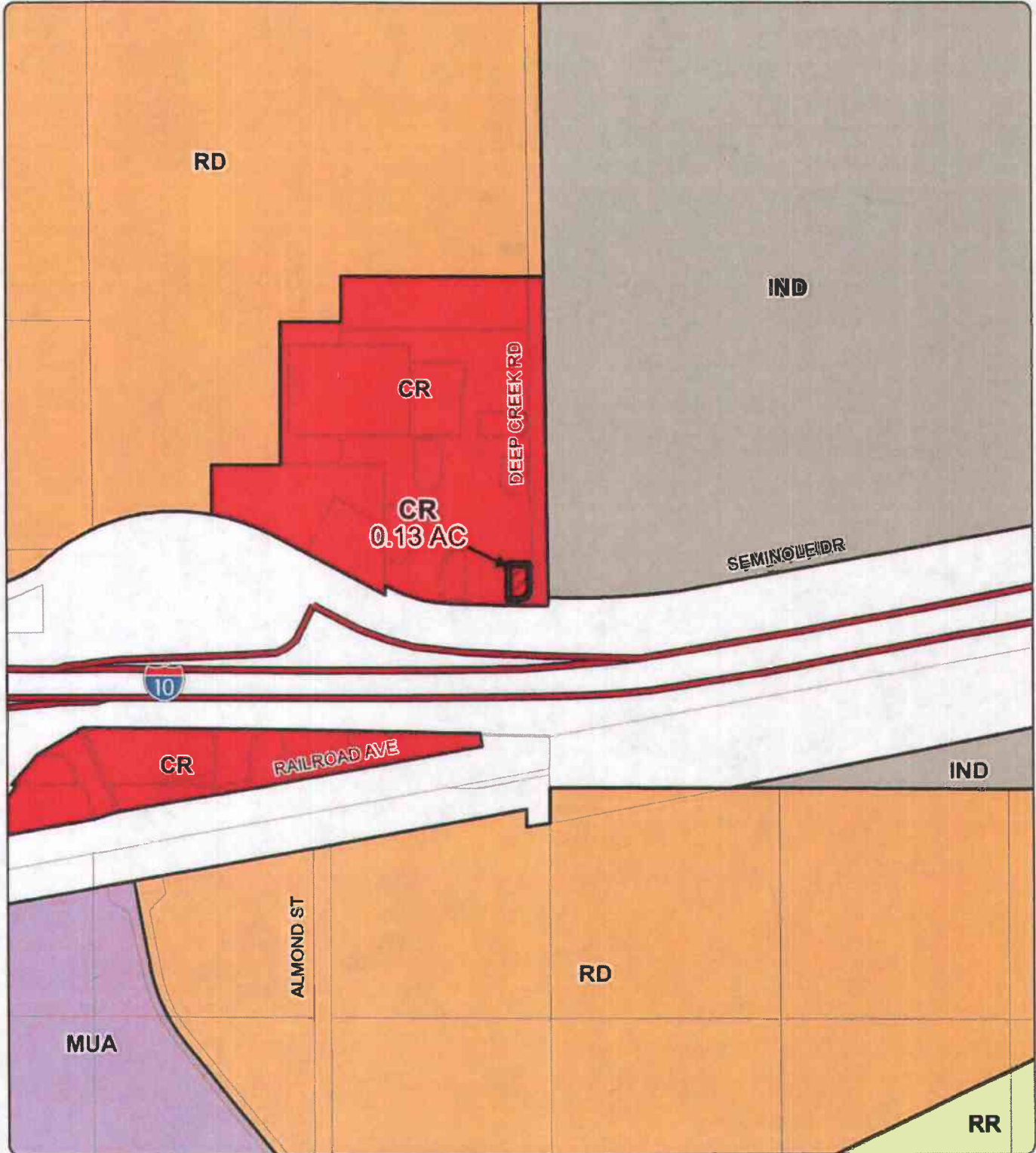
CUP200029

EXISTING GENERAL PLAN

Date Drawn: 03/05/2021

Exhibit 5

Supervisor: Hewitt  
District 5



Zoning Dist: Cabazon

Author: Vinnie Nguyen



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



RIVERSIDE COUNTY PLANNING DEPARTMENT

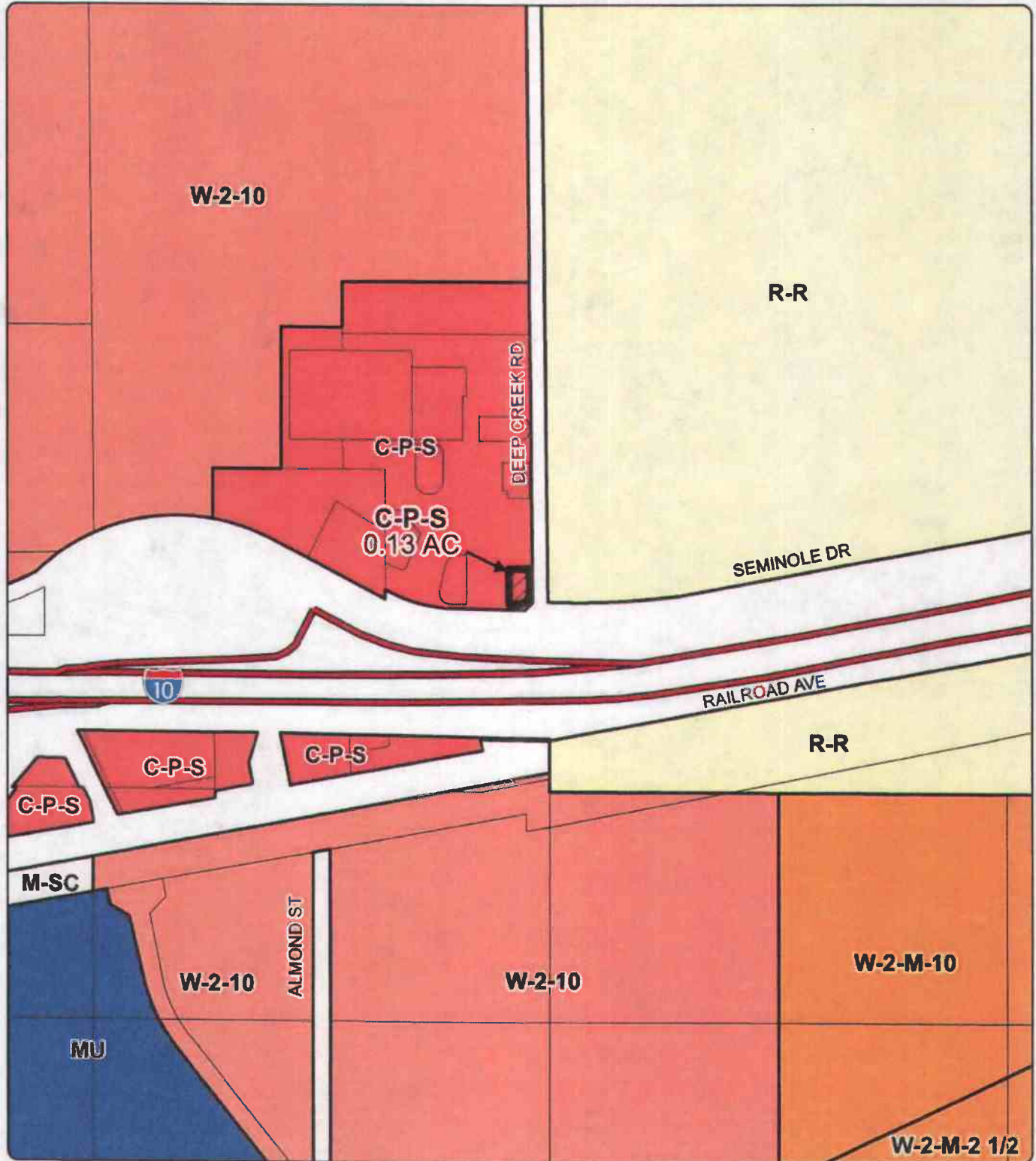
CUP200029

Date Drawn: 03/05/2021

Supervisor: Hewitt  
District 5

EXISTING ZONING

Exhibit 2



Zoning Dist: Cabazon

Author: Vinnie Nguyen



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# RIVERSIDE COUNTY PLANNING DEPARTMENT

## CUP200029

### LAND USE

Date Drawn: 03/05/2021

Exhibit 1

Supervisor: Hewitt  
District 5



Zoning Dist: Cabazon

Author: Vinnie Nguyen



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

DEVELOPMENT AGREEMENT NO. 2000014

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"):

[As required by Sections 103 and 103.5 of the *Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements*, all owners of fee simple title to all or any part of the real property which is the subject of a development agreement shall be necessary parties to the agreement. Also, any person having a legal or equitable interest in such real property who is reasonably necessary to ensure the full implementation and performance of the development agreement throughout its term shall be a necessary party. No hearing on a development agreement shall be held until and unless all necessary parties have agreed in writing to join in the application of the development agreement.]

RECITALS

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Riverside County Ordinance 348.4898 (hereafter "Ordinance 348.4898")

establishes a regulatory permitting process for Commercial Cannabis Activities and prohibits all Commercial Cannabis Activities in all land use zones without the benefit of a land use permit issued by the COUNTY; and,

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

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

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

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

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

#### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants

hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

1.1.6 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to

the Project whether located within or outside the Property; the construction or re-construction of buildings and structures; the tenant improvements of structures, and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

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

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

the environment or other public interests.

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

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

1.1.11 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.12 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.13 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;



- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "OWNER" means the owner of the PROPERTY and the persons and entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

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

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

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

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

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

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

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

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

Exhibit "A" - Legal Description of the Property

Exhibit "B" - Map Showing Property and Its Location

Exhibit "C" - Existing Development Approvals

Exhibit "D" - Existing Land Use Regulations

Exhibit "E" - Commercial Cannabis Activity Site Plan & Description

Exhibit "F" - Applicable Annual Public Benefits Base Payments

Exhibit "G" - Commercial Cannabis Area calculation exhibit.

Exhibit "H" - Additional Public Benefits Exhibit

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

(b) Concurrent with any such transfer or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form

reasonably acceptable to COUNTY, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

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

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

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

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

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or

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

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-9.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 200029) 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. 200029.

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

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

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

## 2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the

communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

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

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

If to COUNTY:

Clerk of the Board of Supervisors

Riverside County Administrative Center

4080 Lemon Street, First Floor

Riverside, CA 92502

Fax No. (951) 955-1071

with copies to:

County Executive Officer

Riverside County Administrative Center

4080 Lemon Street, 4th Floor

Riverside, CA 92501

Fax No. (951) 955-1105

and

Assistant TLMA Director — Planning and Land Use

Transportation and Land Management Agency

Riverside County Administrative Center,

4080 Lemon Street, 12th Floor

Riverside, CA 92501

Fax No. (951) 955-1817

and

County Counsel

County of Riverside

3960 Orange Street, Suite 500

Riverside, CA 92501

Fax No. (951) 955-6363

**If to OWNER:**

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

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in



compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

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

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted

initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

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

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

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

or,

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

or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental

impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Reservations of Authority.

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

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

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

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

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

(e) Regulations which may be in conflict with the Development Plan but

which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

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

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

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

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

extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

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

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

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at

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

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

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject to a development agreement, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

#### 4. PUBLIC BENEFITS.

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

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

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

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

4.3 Annual Additional Public Benefits. OWNER shall perform Additional Public Benefits identified in Exhibit “H” that will benefit the community in which the Commercial Cannabis Activity is located. Prior to the issuance of the first grading permit or the first building permit, whichever occurs first, for any part of the Commercial Cannabis Activity, OWNER shall pay to COUNTY an amount equal to the additional annual public benefit set forth in Exhibit “H” of this Agreement (“Additional Public Benefit”); provided, however, that such initial annual payment shall be prorated based on the number of whole months remaining between the date of payment and the first following June 30th.

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit “H” shall be subject to annual increases in an amount of 3.5%. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 3.5% annual increase.



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

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

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIIIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee or charge.

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and

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

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

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith

compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit and administration fee as set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 200029 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 and CUP No. 200029 including, but not limited to, ownership of Property, local hiring and local ownership

programs.

6.5 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

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

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

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

to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 8, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees,

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

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

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OWNER Initials

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OWNER Initials

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OWNER Initials

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



day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

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

## 9. THIRD PARTY LITIGATION.

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

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

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

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

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

at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

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

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

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure,

trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected

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

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

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

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

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

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

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

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

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

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

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

binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

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

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

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

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



consummate the transactions contemplated by this Agreement.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY OF RIVERSIDE, a political subdivision of

the State of California

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

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

Karen Spiegel  
Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

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

Deputy  
(SEAL)

OWNER:

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

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

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

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

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

**EXHIBIT "A"**

**Development Agreement No. 2000014**

**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. 2000014**

**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. 2000014EXISTING 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. 2000014

EXISTING LAND USE REGULATIONS

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



21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3
25. Ordinance No. 787 as amended through Ordinance No. 787.9
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.15
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2020-124 Amending Procedures and Requirements 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. 2000014COMMERCIAL CANNABIS ACTIVITY SITE**

**PLAN & DESCRIPTION**

As shown on the attached site plan, CUP No. 2000029 permits a storefront retail cannabis business within the existing 4,916 square foot building located on a 0.13 acre lot.

**EXHIBIT "F"**

**Development Agreement No. 2000014**

**APPLICABLE PUBLIC BASE BENEFITS PAYMENTS**

The Cannabis Retailer operating at the Property pursuant to CUP No. 2000029 includes an existing building totaling 4,916 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$88,308.00 and will increase annually at a rate of 2%.

**EXHIBIT "G"**

**Development Agreement No. 2000014**

**CANNABIS AREA CALCULATION EXHIBIT**

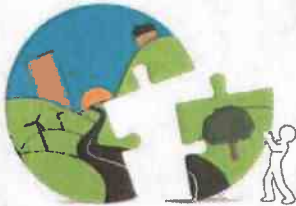
The Cannabis Area calculation includes the 4,916 square foot existing building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

**EXHIBIT "H"**

**Development Agreement No. 2000014**

**COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT**

The additional annual public benefit provided by the OWNER shall be \$120,000.00 with an annual increase of 3.5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, OWNER will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

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

## NOTICE OF EXEMPTION

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

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

38686 El Cerrito Road  
Palm Desert, CA 92201

**Project Title/Case No.:** Conditional Use Permit No. 200029 (CUP200029)/Development Agreement No. 2000014 (DA2000014)

**Project Location:** The project site is located at 50920 Seminole Dr. Cabazon CA, North of Seminole Drive, and west of Deep Creek Road.

**Project Description:** Conditional Use Permit No. 200029 is a proposal to utilize an existing building to establish and operate a 4,916 square foot cannabis retail facility with delivery on an 0.13-acre lot with parking and landscaping. Development Agreement No. 2000014 is associated with the proposed Conditional Use Permit and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900014 and Conditional Use Permit No. 200029. The Development Agreement will provide community benefits to the Cabazon area and has a term of 10 years.

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

**Project Applicant & Address:** Empire Cabazon, c/o Anthony Hicks, 27015 Lemon Ave. Perris, CA 92571

**Exempt Status: (Check one)**

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

NOTICE OF EXEMPTION

Reasons why project is exempt: The proposed Project is exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15061 Section (b) (3) (Common Sense Exemption). Section 15061 provides 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.

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

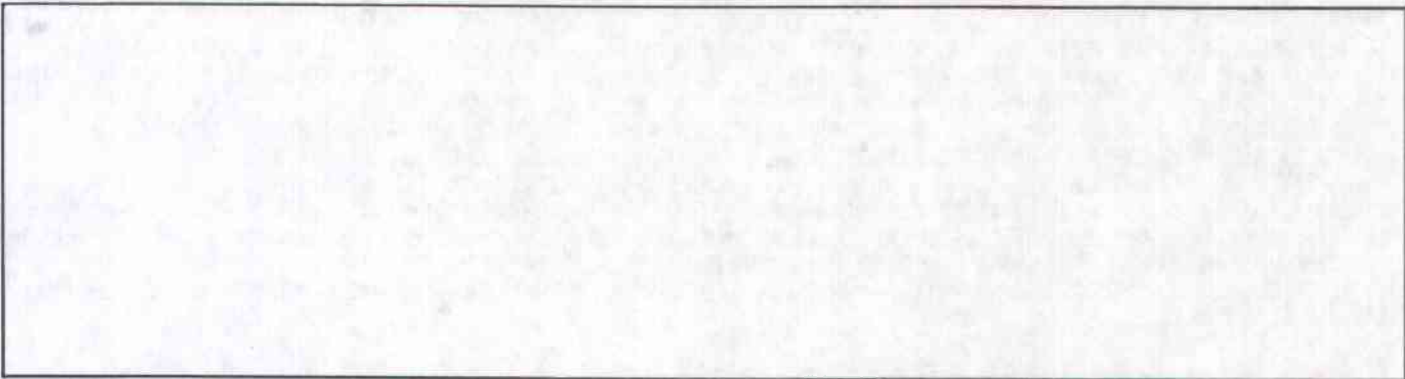
This project is also exempt from CEQA review pursuant to Article 19 - Categorical Exemptions, Section 15303 (New Construction or Conversion of Small Structures). This section specifically exempts the construction and location of new, small facilities or structures. Examples of this exemption include but are not limited to, a store or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor areas. In urbanized areas, the exemption also applies up to four such commercial buildings not exceeding 10,000 square feet in floor area. Also, the exemption applies to development provided that all necessary public facilities are available, and the surrounding areas are not environmentally sensitive. The project qualifies for this exemption since the project proposes to occupy an existing 4,916 square foot tenant space in an existing commercial building within an urbanized area, and since no hazardous substances are proposed to be kept on-site. The area has an urbanized visual characteristic as there are commercial and commercial uses in the surrounding area and there are residential uses further east and south of the site. The project meets the criteria of the exemption since the development has all necessary public services available including water, sewage, electrical, gas, and other utility extensions. The project is not located in an environmentally sensitive area and no unusual circumstances apply that would create a potentially significant environmental impact. The State CEQA Guidelines recognize that projects that propose small structures within non-environmentally sensitive urban areas and with available public services qualify for a categorical exemption. Therefore, no further environmental review is required.

Furthermore, none of the exceptions that bar the application of a categorical exemption pursuant to State CEQA Guidelines Section 15300.2 applies. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. . The 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 proposed 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 to ensure that any potentially significant environmental effects due to unusual circumstances or cumulative impact, would not impact any historic resources and would not be located on a hazardous site as these factors would be accounted for prior to permitting.

\_\_\_\_\_  
County Contact Person Phone Number  
\_\_\_\_\_  
Signature Title Date

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

Revised: 10/28/2020: Y:\Planning Master Forms\Templates\CEQA Forms\Form\_NOE.docx







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

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



05/18/21, 10:19 am

CUP200029

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP200029. 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 (CUP200029) 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. 200029 is a proposal to utilize an existing building to establish and operate a 4,916 square foot cannabis retail facility with delivery on an 0.13-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 11/17/2020
- Exhibit B (Elevations), dated 3/19/2021
- Exhibit C (Floor Plans), dated 11/17/2020
- Exhibit E (Conceptual Landscaping and Irrigation Plans), dated 11/17/2020
- Exhibit F (Colors and Materials), dated 11/17/2020
- Other Exhibit(s)

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

- Government Code Section 66020 (90 Days to Protest)
  - Government Code Section 66499.37 (Hold Harmless)
  - State Subdivision Map Act
  - Native American Cultural Resources, and Human Remains (Inadvertent Find)
  - School District Impact Compliance
  - Civil Code Section 815.3 & Government Code Sections 65040.2 et al - SB 18 (Tribal Intergovernmental Consultation) {for GPAs, SPs, & SPAs
    - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)}{for all projects with EIR, ND or MND determinations}
3. Compliance with applicable County Regulations, including, but not limited to:
- Ord. No. 348 (Land Use Planning and Zoning Regulations) {Land Use Entitlements}
  - Ord. No. 413 (Regulating Vehicle Parking) {Land Use Entitlements}
  - Ord. No. 421 (Excavation Covering & Swimming Pool Safety) {Land Use Entitlements}
  - Ord. No. 457 (Building Requirements) {Land Use Entitlements}
  - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program) {Geographically based}
    - Ord. No. 460 (Division of Land) {for TTMs and TPMs}
    - Ord. No. 461 (Road Improvement Standards) {for TTMs and TPMs}
    - Ord. No. 484 (Control of Blowing Sand) {Geographically based on soil type}
    - Ord. No. 555 (Surface Mining and Reclamation) {for SMPs}
    - Ord. No. 625 (Right to Farm) {Geographically based}
    - Ord. No. 630 (Regulating Dogs and Cats) {For kennels and catteries}
    - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
    - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
    - Ord. No. 878 (Regarding Noisy Animals)
    - Ord. No. 655 (Regulating Light Pollution) {Geographically based}
    - Ord. No. 671 (Consolidated Fees) {All case types}
    - Ord. No. 679 (Directional Signs for Subdivisions) {for TTMs and TPMs}
    - Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley) {Geographically based}
    - Ord. No. 787 (Fire Code)
    - Ord. No. 847 (Regulating Noise) {Land Use Entitlements}
    - Ord. No. 857 (Business Licensing) {Land Use Entitlements}
    - Ord. No. 859 (Water Efficient Landscape Requirements) {Land Use Entitlements, and for TTMs and TPMs}
  - Ord. No. 915 (Regulating Outdoor Lighting) {Geographically based}
  - Ord. No. 916 (Cottage Food Operations)
  - Ord. No. 925 (Prohibiting Marijuana Cultivating)
  - Ord. No. 927 (Regulating Short Term Rentals)
  - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)
4. Mitigation Fee Ordinances
- Ord. No. 659 Development Impact Fees (DIF)

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

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

- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 673 Coachella Valley Transportation Uniform Mitigation Fee (CV TUMF)
- Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)
- Ord. No. 875 Coachella Valley Multiple Species Habitat Conservation Plan (CV MSHCP)

### E Health

#### E Health. 1                                      DEH ECP COMMENTS

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

**E Health. 2                                      SEWER UNAVAILABLE-This project will be allowed to remain on existing onsite wastewater treatment system due to inadequate setbacks to domestic water line for sewer connection.**

### Fire

#### Fire. 1    Fire

1. Construction Permits and Fire Department Review: Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans.
2. A Knox box shall be provided on the building next to the main building entrance. (CFC 506.1)
3. Fire protection systems shall be maintained operational. Reports of periodic service shall be provided to the inspector upon request. (CFC 901.6)
4. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

### Flood

#### Flood. 1    Flood Hazard Report

FLOOD HAZARD REPORT: 10/21/2020  
Bluebeam Session ID: 808-502-827

## ADVISORY NOTIFICATION DOCUMENT

### Flood

#### Flood. 1

#### Flood Hazard Report (cont.)

Conditional Use Permit (CUP) 200029 proposes to occupy an existing building to be used as a storefront cannabis retail business with delivery. The project is located in the Cabazon area on the north side of Seminole Road and west of Deep Creek Road, on APN 519-190-032 which is lot 4 on Parcel Map 28365.

Our review indicated the entire property is on an active alluvial fan and is subject to severe flood hazard. The entire site is located within a FEMA Zone A floodplain delineated on Panel No. 06065C-0845G of the Flood Insurance Rate Maps (FIRM) issued in conjunction with the National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA). The site is also within the floodplain based on the San Gorgonio River Special Study regulated by County Ordinance No. 458 Section 5. This floodplain is from flows coming out of Millard Canyon. Per the Corp of Engineers report San Gorgonio River and Tributaries dated October 1974, the Millard Canyon creek upstream of the 10 Freeway at the canyon mouth has a tributary watershed of approximately 15.5 square miles with a 100-year discharge of 11,000 cfs. While the site is located on an elevated pad, this floodproofing measure is not recognized to offer complete flood protection from these flows and some damage may occur in a large storm event.

The District has reviewed this case and does not object to the proposal given that all structures are existing and no grading or additional construction is proposed. This project is not associated with any existing or proposed District maintained facilities, therefore the Transportation Department will have the responsibility to process the review and approval of any hydrology or drainage studies including the preliminary and final Water Quality Management Plan (WQMP).

Any questions pertaining to this project can be directed to Kelly O'Sullivan at 951.955.8851 or [kosulliv@rivco.org](mailto:kosulliv@rivco.org).

### 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,













## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 15

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

7. Panic buttons shall be installed in all Commercial Cannabis Activities.
8. Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
9. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.
10. A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.
11. A Commercial Cannabis Activity shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.
12. The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sheriff's Department immediately after discovering any of the following:
  - a. Significant discrepancies identified during inventory.
  - b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
  - c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
  - d. Any other breach of security.
13. Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel.
14. Cannabis or Cannabis Products shall not be stored outside at any time.

#### Planning. 16

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

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

#### Planning. 17

#### General - P. Signage

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 17

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

1. In addition to the requirements set forth in this section and California Business and Professions Code section 26152 as may be amended, business identification signage for a Commercial Cannabis Activity shall comply with Section 19.4 of this ordinance.
2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.
3. No Commercial Cannabis Activity shall publish or distribute advertising or marketing that is attractive to children.
4. No Commercial Cannabis shall advertise or market Cannabis or Cannabis Products on motor vehicles.
5. Except for advertising signs inside a licensed Premises and provided that such advertising signs do not advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.
6. No signs placed on the lot of a Commercial Cannabis Activity shall obstruct any entrance or exit to the building or any window.
7. Each entrance to a Commercial Cannabis Activity shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming Cannabis on the lot of the Commercial Cannabis Activity is prohibited.
8. Signage shall not be directly illuminated, internally or externally.
9. No banners, flags, billboards, or other prohibited signs may be used at any time.

#### 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.

## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 18

#### General - Q. Records (cont.)

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

#### Planning. 19

#### General - R. Water

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

#### Planning. 20

#### General - S. Waste Water

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

#### Planning. 21

#### General - T. Parking

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

#### Planning. 22

#### General - U. Visibility

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

#### Planning. 23

#### General - V. Hazardous Materials

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

#### Planning. 24

#### General - W. Compliance with Local and State Laws and Regulations

1. All Commercial Cannabis Activities shall comply with all applicable local and State laws, ordinances and



## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADVISORY NOTIFICATION DOCUMENT

### Planning-All

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

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

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

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

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

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

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

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

### Transportation

**Transportation. 1 15 - PLANNING - Landscape Requirement**

**Landscape Requirement**

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

The developer/ permit holder shall:

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

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

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

**Transportation. 2 Transportation General Conditions**

## ADVISORY NOTIFICATION DOCUMENT

### Transportation

#### Transportation. 2

#### Transportation General Conditions (cont.)

1. With respect to the conditions of approval for the referenced tentative exhibit, it is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. This ordinance and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

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



Plan: CUP200029

Parcel: 519190032

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1                      E Health Clearance                      Not Satisfied

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

080 - E Health. 2                      GREASE INTERCEPTOR ABANDONMENT                      Not Satisfied

The existing grease interceptor must be abandoned under permit with Environmental Health Department. Contact Indio office at (760) 863-7570 for additional information.

080 - E Health. 3                      OWTS CERTIFICATION                      Not Satisfied

The existing onsite wastewater treatment system must be certified by a C-42 contractor who is registered with Riverside County Department of Environmental Health prior to issuance of building permit. Contact Indio office at (760) 863-7570 for additional information.

080 - E Health. 4                      Sewer Will Serve                      Not Satisfied

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

080 - E Health. 5                      Water Will Serve                      Not Satisfied

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

080 - E Health. 6                      Water Will Serve                      Not Satisfied

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

Transportation

080 - Transportation. 1                      80 - TRANSPORTATION - Landscape Inspection Deposit Re.                      Not Satisfied

Landscape Inspection Deposit Required

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

The developer/ permit holder shall:

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

080 - Transportation. 2                      80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ                      Not Satisfied

Landscape Plot Plan/Permit Required

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

The developer/ permit holder shall:

Prior to issuance of building permits, the developer/permit holder shall apply for a Plot Plan (Administrative/PPA) Landscape Permit (LSP) or Landscape Plot Plan (LPP) from TLMA Land Use

Plan: CUP200029

Parcel: 519190032

80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 2      80 - TRANSPORTATION - Landscape Plot Plan/Permit Requ      Not Satisfied  
along with applicable deposit (plan check and inspection are DBF fees).

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

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

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

When applicable, plans shall include the following components:

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

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

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

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

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

Plan: CUP200029

Parcel: 519190032

### 80. Prior To Building Permit Issuance

#### Transportation

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

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

The developer/ permit holder shall:

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

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

Plan: CUP200029

Parcel: 519190032

80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 1 Gen - Waste Recycling Plan Not Satisfied

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

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 Abandon OWTS Not Satisfied

The existing on-site wastewater treatment system (septic tank, seepage pits and grease interceptor) must be properly abandoned under permit with Environmental Health. Contact Indio office at (760) 863-7570 for additional information and permit.

090 - E Health. 2 E Health Clearance Not Satisfied

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

Transportation

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

Landscape Inspection and Drought Compliance

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

The developer/ permit holder shall:

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

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

Plan: CUP200029

Parcel: 519190032

90. Prior to Building Final Inspection

Waste Resources

090 - Waste Resources. 1 Gen - Custom

Not Satisfied

Form D – Mandatory Commercial Recycling and Organics Recycling

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

090 - Waste Resources. 2 Gen - Waste Reporting Form and Receipts

Not Satisfied

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

## Villalobos, Gabriel

---

**From:** Villalobos, Gabriel  
**Sent:** Wednesday, July 14, 2021 11:53 AM  
**To:** World's Biggest Dinosaurs  
**Subject:** RE: Marijuana Business

Good Morning Denise,

This message is notify you that the County has received your public comments and has prepared written responses to some of your concerns. Unfortunately, the County does not have jurisdiction over the CC&Rs established for a given location and as such, we have no authority to enforce or regulate based off of those restrictions. The County only has the ability to enforce California state law and local ordinances, any issues outside of that would be considered civil matters. As such, we cannot outright deny a project based off of the concerns listed in your message below as the proposed use meets our regulations and standards as set forth in our County Ordinance.

Although we understand your concern regarding this matter we want to ensure you that some of these major issues you have shared with use have been addressed. In regards to the sale and potential consumption by minors, no minor shall be sold cannabis at the site as the sale is restricted to strictly individuals over 21 years of age (A-license) or individuals over 18 years of age with a valid Physician's Recommendation (M-license) Per California State law. Any action otherwise would be grounds for the immediate revocation of said permit. In addition, restrictions have also been implemented to not the sale, dispensing, or consumption of alcoholic beverages or tobacco on site, while also restricting consumption or use of cannabis on site. These conditions will be ensured through the implementation of a security plan to prevent individuals from loitering on the lot if they are no engaging in activity expressly related to the Commercial Cannabis Activity and shall include the 24/7 monitoring of security personnel on location in the lot. Lastly, each entrance to the Commercial Cannabis Retailer 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.

Per the Conditions of Approval for the proposed use, no Commercial Cannabis Activity shall publish or distribute advertising or marketing that is attractive to children. In addition, no Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way. Lastly, except for advertising signs inside a licensed Premises and provided that such advertising signs do not advertise or market Cannabis or Cannabis Products in a manner intended to encourage persons under 21 years of age to consume Cannabis or Cannabis Products, no Commercial Cannabis Activity shall advertise or market Cannabis or Cannabis Products on an advertising sign within 1,000 feet of a Child Day Care Center, a K-12 school, a public park or a Youth Center.

In addition to the above mentioned conditions of approval, the proposed business, Empire Cabazon, will also train employees and implement a business policy to address potential impairment issues by first looking for signs of impairment from cannabis or drug/alcohol consumption, have the customer removed from the lot in the event of impairment, and under certain scenarios, transport the impaired, at company expense, via Uber or Lyft to their home address based on their identification (if local) or to the nearest hospital, to ensure they do not attempt to drive while under the influence of cannabis or any other substance.

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



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**How are we doing?** Click the Link and tell us

**From:** World's Biggest Dinosaurs <denise@cabazondinosaurs.com>  
**Sent:** Tuesday, July 6, 2021 12:04 PM  
**To:** Hildebrand, John <JHildebr@RIVCO.ORG>; Brady, Russell <rbrady@RIVCO.ORG>  
**Cc:** Villalobos, Gabriel <GVillalo@rivco.org>; Sarabia, Elizabeth <ESarabia@RIVCO.ORG>  
**Subject:** Re: Marijuana Business

Hello Riverside County Planning Department & Commission!

I was very dismayed at hearing today this Marijuana business has moved forward, received final Plan Check, and will now be seeking approval from the Riverside County Planning Commission on July 21, 2021. I expressed the concerns below many times in the last couple of months.

All uses that are adult in nature (not allowed for minors under 18) are banned from operating a business within the Cabazon Dinosaur Park via our CC&R's and Property Owner rules, and California Law and County of Riverside Ordinance. See attached CC&R's Section 2.3 ...or related facilities...a business which is still prohibited under law from the participation of 18 and under, etc.

Further, California law allows Property Owners and Landlords the right to ban the use and possession of cannabis on their properties. We have banned all drug use, including Cannabis from our property. We have signs posted notifying entrants that possession and use of any drug, including Cannabis, on or within the property or parking lot, is prohibited by law.

You can understand not only my concern, but that of the other businesses and property owners located within our Cabazon Park (bc'd here). We operate a Dinosaur park and toy store, and our primary customers are young children under 18 and their parents/guardians. Our goal is protect them from being exposed to or engaging in what is still deemed unlawful drug use for those under 18, and Federally a felony for everyone.

Approval of this use will allow this business to promote the use of drugs to the tens of thousands of children that visit. While we have banned the use of Cannabis on our property, should this use be approved and open, I have no doubt that virtually all of their customers will smoke and/or partake of Cannabis immediately after their purchase and while still on our property. The consequences can only be considered grave when these 'under-the-influence' individuals drive through our parking lot while our customers with children are walking to and from their cars to the dinosaurs. The potential risk for harm is just too great.

Our CC&R's, rules, California law and Riverside County Ordinance clearly prohibits drug, Cannabis, Porn Shops, businesses that prohibit children under 18, etc. from being anywhere close to parks, schools and/or areas that attract children, such as a Dinosaur Park, for a reason. There are plenty of locations available in Riverside County for this use, however, Cabazon Dinosaur Park is not one of them!

Thank you for your immediate attention in this matter.

Respectfully,

Denise Kanter  
President  
World's Biggest Dinosaurs, Inc.  
denise@cabazondinosaurs.com

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FACEBOOK! <http://www.facebook.com/#!/pages/Cabazon-Dinosaurs/132209016825224>

On Tuesday, July 6, 2021, 08:52:51 AM PDT, Brady, Russell <rbrady@rivco.org> wrote:

Although they may be processing their building permits concurrently and they've proceeded to a stage of plan check approval, the building permit would not be able to be issued until and if the Conditional Use Permit is approved by the Board of Supervisors.

In terms of noticing of the Conditional Use Permit, Gabriel turned in the noticing package for that last week and that should be sent out shortly for the July 21<sup>st</sup> Planning Commission. So you should be receiving an official notice of that shortly.

Gabriel is the planner on the Conditional Use Permit, so if you have any questions on that application please contact him.

Let us know if you have any questions or concerns.

Thanks



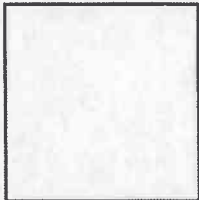
Russell Brady

Riverside County Planning

4080 Lemon Street 12th Floor

Riverside, CA 92501

951-955-3025



**How are we doing?** [Click the Link and tell us](#)

**From:** World's Biggest Dinosaurs <info@cabazondinosaurs.com>

**Sent:** Friday, July 2, 2021 4:27 PM

**To:** Hildebrand, John <JHildebr@RIVCO.ORG>; Klaarenbeek, Rendell <RKLAAREN@RIVCO.ORG>

**Cc:** Villalobos, Gabriel <GVillalo@rivco.org>; Brady, Russell <rbrady@RIVCO.ORG>

**Subject:** Re: Marijuana Business

Hello,

Why have I not received any notice that this Marijuana business is moving ahead?

They received a Plan Check approval? They appear to be starting construction.

---

Results for FPCBP2100344 as of 7/2/2021 4:24:57 PM

[Basic Case Information](#)

**PERMIT NUMBER:** FPCBP2100344

**PERMIT STATUS:** PLN CK Approved

**APPLIED DATE:** 06/14/2021

**ISSUED DATE:** 06/30/2021

**CLOSED DATE:**

**EXPIRATION DATE:** 12/27/2021

**DESCRIPTION:** Empire Cabazon Cannabis Dispensary

**TYPE DESCRIPTION:** FCN18 - Commercial Building TI

**SITUS CITY:**

**SITUS:**

**GENERAL LOCATION:**

**APN:** 519190032 [Click to view in Map My County](#)

**APPLICANT:** Iwagami Hide

**ADDRESS 1:** 555 Anton  
**ADDRESS 2:** Costa Mesa CA  
**ADDRESS 3:**  
**ZIP:** 92626

LIKE THE CABAZON DINOSAURS ON  
FACEBOOK! <http://www.facebook.com/#!/pages/Cabazon-Dinosaurs/132209016825224>

On Monday, June 7, 2021, 03:53:03 PM PDT, Hildebrand, John <[jhildebr@rivco.org](mailto:jhildebr@rivco.org)> wrote:

Denise – Gabe has taken over this project and we'll be sure to include you on the noticing, when the project moves forward. If you have any specific questions about the project, please coordinate with Gabe directly.

Regards,

John Hildebrand

**From:** World's Biggest Dinosaurs <[info@cabazondinosaurs.com](mailto:info@cabazondinosaurs.com)>  
**Sent:** Monday, June 7, 2021 3:31 PM  
**To:** Hildebrand, John <[JHildebr@RIVCO.ORG](mailto:JHildebr@RIVCO.ORG)>  
**Subject:** Marijuana Business

**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.

Hi John,

I haven't heard anything on the marijuana business that wants to go next to the Cabazon Dinosaurs. Is there any information or news?

Denise

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FACEBOOK! <http://www.facebook.com/#!/pages/Cabazon-Dinosaurs/132209016825224>

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County of Riverside California

## 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. 200029 and DEVELOPMENT AGREEMENT NO. 2000014 – 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) – CEQ200066 – Applicant: Anthony Hicks – Fifth Supervisorial District – Cabazon District – The Pass Area Plan: Commercial Retail: (CR) (0.20 – 0.35 FAR) – Location: Northerly of Seminole Drive, easterly of Millard Pass Road, southerly of Service Road, and westerly of Deep Creek Road – 0.13 Acres – Scenic Highway Commercial (C-P-S) – **REQUEST:** Development Agreement No. 2000014 is a proposal whereby the applicant enters into a development agreement with the County of Riverside, consistent with the County's Cannabis Ordinance, and it includes terms for providing a community benefit to the Cabazon District. Conditional Use Permit No. 200029 proposes to occupy an existing 4,916 sq. ft. building to be used as a storefront cannabis retail business with delivery. APN: 519-190-032.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.  
DATE OF HEARING: **JULY 21, 2021**  
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER  
BOARD CHAMBERS, 1ST FLOOR  
4080 LEMON STREET, RIVERSIDE, CA 92501

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: <https://planning.rctlma.org/>.

For further information regarding this project please contact the Project Planner Gabriel Villalobos (951) 955-6184 or email at [gvillalo@rivco.org](mailto:gvillalo@rivco.org), or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

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

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

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

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

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on March 5, 2021,

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

APN (s) or case numbers CUP200029 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1600'

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

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

TITLE: GIS Analyst

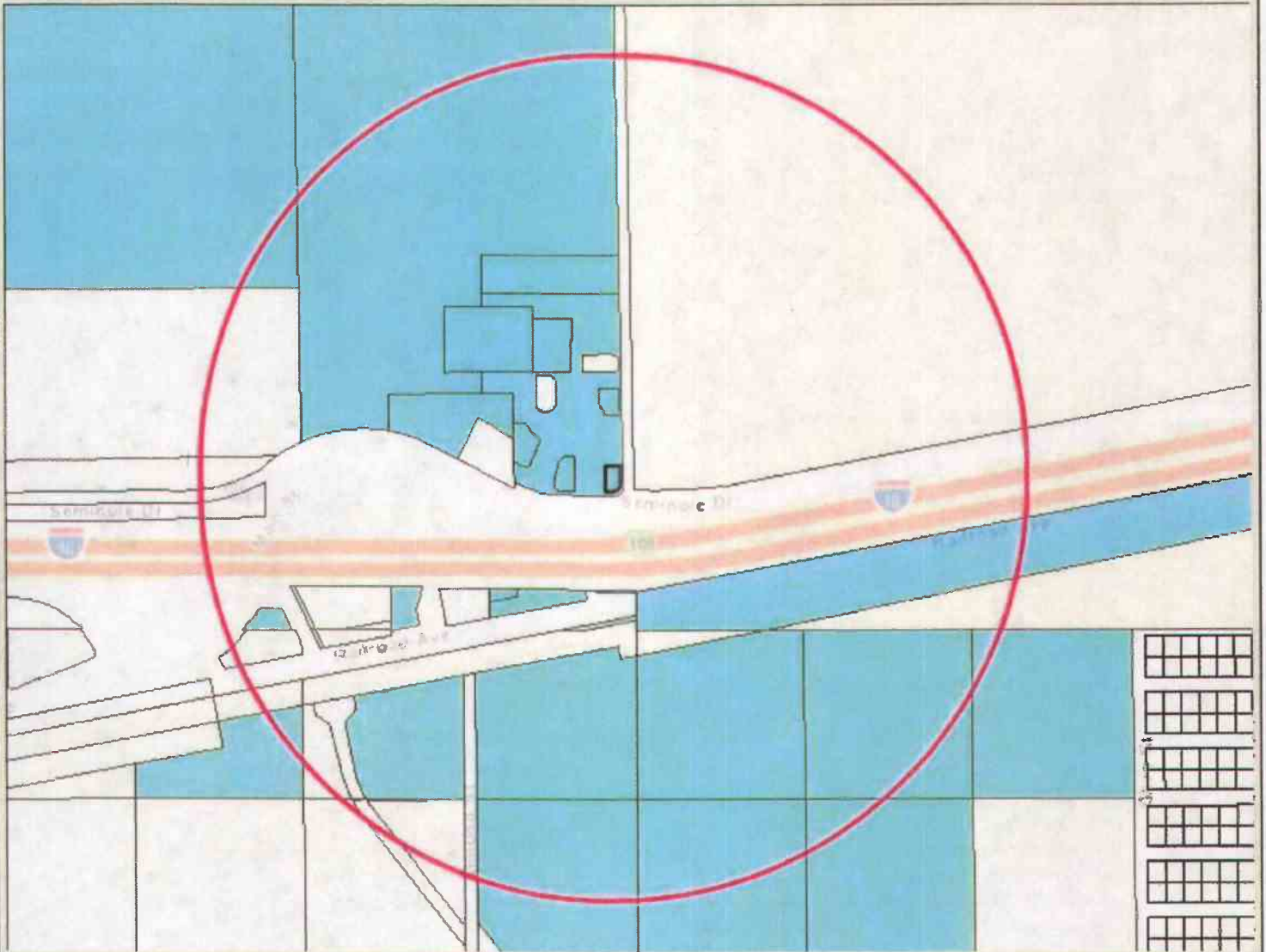
ADDRESS: 4080 Lemon Street 9<sup>TH</sup> Floor

Riverside, Ca. 92502





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

# Riverside County GIS Mailing Labels

CUP200029 ( 1600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



0 752 1,505 Feet

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

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519190030  
IMPERIAL CONSULTANTS INC  
675 SAGEBRUSH ST  
IMPERIAL CA 92251

519190046  
CABA 7 IRREVOCABLE TRUST  
721 S HARBOR BLV  
FULLERTON CA 92832

519190043  
RIVERSIDE CABAZON TRUST 888  
721 S HARBOR BLV  
FULLERTON CA 92832

519190009  
DESERT VIEW FINANCIAL  
160 GREENTREE DR STE 101  
DOVER DE 19904

519190025  
PACIFIC TELEPHONE & TELEGRAPH CO  
140 NEW MONTGOMERY ST  
SAN FRANCISCO CA 94105

519190032  
KENNY WU  
2290 HUNTINGTON DR NO 100  
SAN MARINO CA 91108

519190012  
JACK DEMPSEY BURK  
P O BOX 519  
TEMPLE CITY CA 91780

519190022  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

519190033  
WILLIAM ESTANISLAU  
18862 COUNTRY CLUB LN  
YORBA LINDA CA 92886

519190036  
CABAZON FAMILY PARTNERSHIP NO 1  
2651 IRVINE AVE STE 141  
COSTA MESA CA 92627

519190024  
ELENOR SANTIAGO  
6240 TOPAZ ST  
RANCHO CUCAMONGA CA 91701

519190031  
JAE & SUN INV  
7101 PLAYA VISTA NO 316  
PLAYA VISTA CA 90066

525020003  
FRANK P. ESPOSITO  
1905 E FOOTHILL  
GLEN DORA CA 91741

526060006  
MORONGO BAND OF MISSION INDIANS  
12700 PUMARRA RD  
BANNING CA 92220



526070003  
MONICA NICOLE VARELA  
637 MICHIGAN AVE  
BEAUMONT CA 92223

519180026  
MKA CABAZON PARTNERSHIP  
2651 IRVINE AVE 141  
COSTA MESA CA 92627

525020004  
NEIL DILELLO  
5342 RUNNING FAWN CT  
RANCHO CUCAMONGA CA 91737

526070002  
MONICA HILL  
14089 ALMOND ST  
CABAZON CA 92230

519190005  
SC RETAIL  
1800 W KATELLA AVE  
ORANGE CA 92867

519190038  
DESERT LAND INV  
160 GREENTREE DR STE 101  
DOVER DE 19904

525020001  
FORTINO PERALTA ESTEBAN  
1509 SCOTT AVE  
POMONA CA 91767

523140014  
SOUTHERN PACIFIC TRANSPORTATION CO  
1700 FARNAM ST 10TH FL S  
OMAHA NE 68102

525020002  
ESPOSITO RITA  
3960 S HIGUERA ST NO 158  
SAN LUIS OBISPO CA 93401

525020005  
JAAR  
PO BOX 1478  
BANNING CA 92220

519180001  
REX HENDRIX  
PO BOX 1020  
SANTA MARGAR CA 93453

519190026  
AT & T COMMUNICATIONS CALIF INC  
340 MT KEMBLE AVE  
MORRISTOWN NJ 07960

526090003  
ANNETTE RIVAS  
79321 PORT ROYAL  
BERMUDA DUNES CA 92203

**Applicant/Owner:**

Anthony Hicks  
27015 Lemon Ave  
Perris, CA 92571

**Applicant/Owner:**

Anthony Hicks  
27015 Lemon Ave  
Perris, CA 92571

**Engineer/Rep:**

Hide Iwagami  
555 Anton Blvd, Suite 150  
Costa Mesa, CA 92626

**Engineer/Rep:**

Hide Iwagami  
555 Anton Blvd, Suite 150  
Costa Mesa, CA 92626

**Owner:**

Kenny Wu  
2290 Huntington Dr, #100  
San Marino, CA 91108

**Owner:**

Kenny Wu  
2290 Huntington Dr, #100  
San Marino, CA 91108

**Non-County Agencies:**

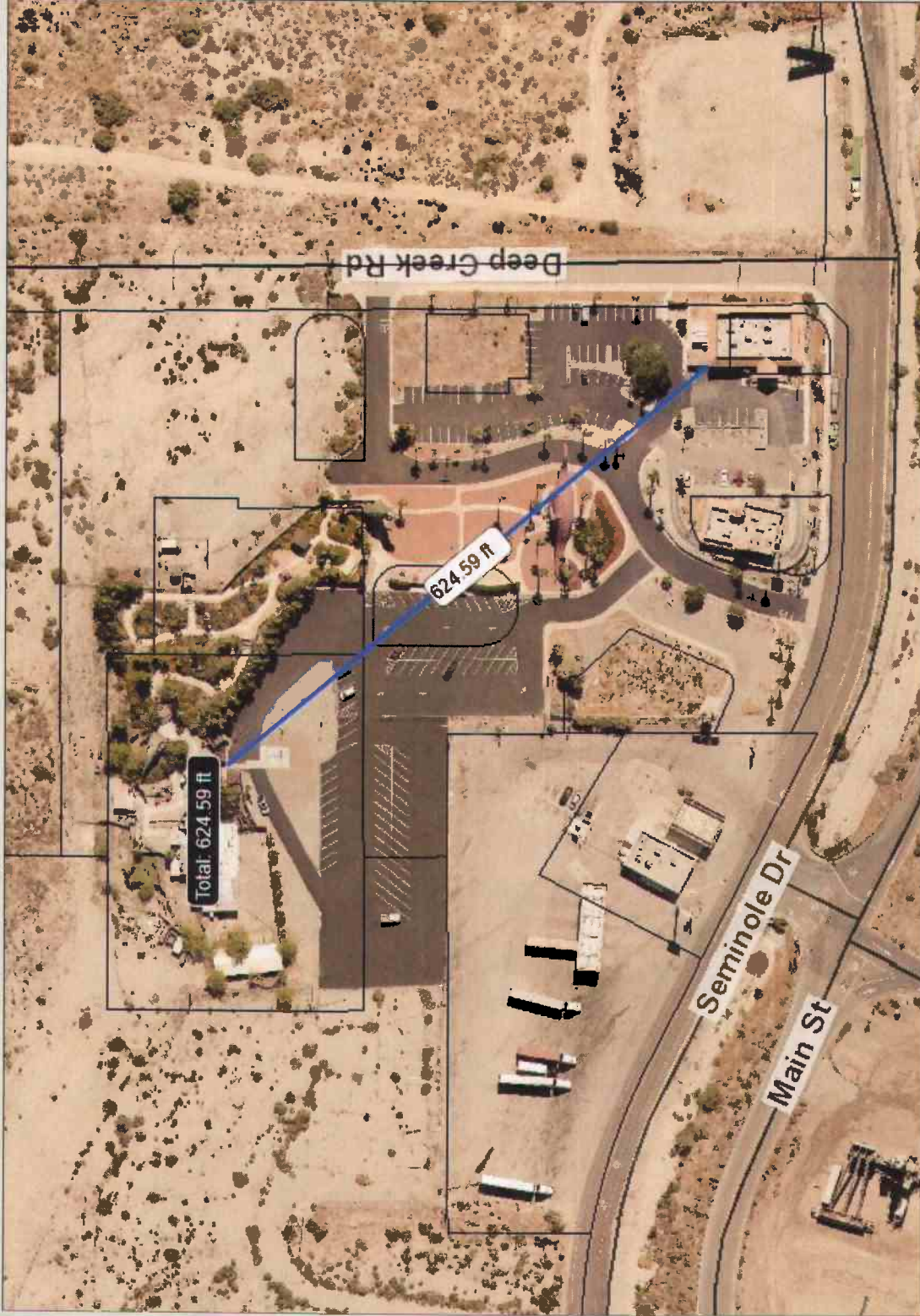
Denise Kanter  
World's Biggest Dinosaurs  
PO Box 330  
Cabazon, CA. 92230

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

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

# Distance Between Dinosaur Park & APN: 519-190-032

CUP200029/DA2000014




### Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blue-line Streams
- City Areas

### Notes

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0 188 376 Feet

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County of Riverside

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When recorded return to  
Assistant TLMA Director – Planning and Land Use  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 2000014

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

EMPIRE CABAZON, LLC

50920 SEMINOLE, LLC

MICHAEL LEE

ANTHONY HICKS

CHRISTOPHER HENRY

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	Exhibit "H" – Commercial Cannabis Activity Public Benefit.	

DEVELOPMENT AGREEMENT NO. 200014

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"):

Empire Cabazon, LLC  
50920 Seminole, LLC  
Michael Lee  
Anthony Hicks  
Christopher Henry

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

1.1.6 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction or reconstruction of buildings and structures; the tenant improvements of structures, and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

- (a) Conditional use permits, and site plans;
- (b) Zoning Amendments;
- (c) General Plan Amendments
- (d) Tentative and final subdivision and parcel maps;

- (e) Grading and building permits;
- (f) Any permits or entitlements necessary from the COUNTY;
- (g) Any easements necessary from COUNTY or any other land owner;
- (h) Specific plans and specific plan amendments;
- (i) Right of Entry agreements

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

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

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

1.1.11 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.12 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.13 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;

- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "OWNER" means the owner of the PROPERTY and the persons and entities listed as OWNER on the first page of this Agreement. OWNER shall also include any of the following:

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

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

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

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

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

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

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

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

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

## 2. GENERAL PROVISIONS.

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

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

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

### 2.4 Transfer.

2.4.1 Right to Transfer. 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. 200029) 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. 200029.

(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:

Empire Cabazon, LLC  
Attn: Michael Lee  
24889 Elder Avenue  
Moreno Valley, CA 92557

50920 Seminole, LLC  
Attn: Michael Lee  
117 E. Las Tunas Dr.  
San Gabriel, CA 91776

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

### 3. DEVELOPMENT OF THE PROPERTY.

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

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

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

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

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

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

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

or,

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

or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

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

### 3.5 Reservations of Authority.

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

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

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

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

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

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

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

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

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

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

force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

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

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

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

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

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6(a)(1) of the Government Code, regarding extensions of time for approved tentative maps subject to a development agreement, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Subdivision Map Act and Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

#### 4. PUBLIC BENEFITS.

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

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

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



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

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

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit "H" shall be subject to annual increases in an amount of 3.5%. Prior to the first July 1<sup>st</sup> following the initial Additional Public Benefit payment and each July 1<sup>st</sup> thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 3.5% annual increase.

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

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

4.6 New Taxes. Any subsequently enacted County taxes, including but not limited to any taxes on commercial cannabis activities, shall apply to the Project. In the event that County taxes are enacted specifically for commercial cannabis activities and cannabis products, the parties agree that this Agreement may be modified in accordance with Section 2.5 to reduce the OWNER's total public benefit payment (the sum total of the Base Rate plus the Additional Public Benefit) by an amount equal to the amount of the tax imposed on the OWNER for commercial cannabis activities and cannabis products. The parties acknowledge that the intent of being able to modify the Agreement in the event County taxes are enacted on the commercial cannabis activities and cannabis products is to enable the authority to adjust the total public benefit amount due and payable under this Agreement by the OWNER.

4.7 Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee

or charge.

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

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

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

6. **REVIEW FOR COMPLIANCE.**

6.1 **Annual Review.** The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit and administration fee as set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 200029 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 and CUP No. 200029 including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

(c) Such other information as is reasonably necessary to inform OWNER of

the nature of the proceeding.

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

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

## 7. INCORPORATION AND ANNEXATION.

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

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

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

## 8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

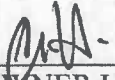
(a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.

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


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

1542 of the Civil Code which provides:

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

  
OWNER Initials

  
OWNER Initials

  
OWNER Initials

  
OWNER Initials

\_\_\_\_\_  
OWNER Initials

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

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

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

9. THIRD PARTY LITIGATION.

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

acknowledge that:

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

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

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

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

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

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

such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

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

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

## 10. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any



obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Section 4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

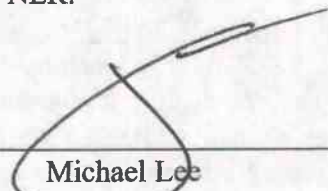
KECIA HARPER  
Clerk of the Board

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


FORM APPROVED COUNTY COUNSEL  
BY: Ace 11/9/21  
AARON C. GETTIS DATE

OWNER:

Dated: 11/8/21

By:   
Michael Lee

Dated: 11/6/21

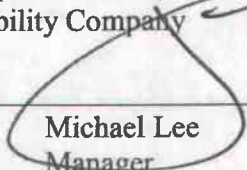
By:   
Anthony Hicks

Dated: 11/8/21

By:   
Christopher Henry

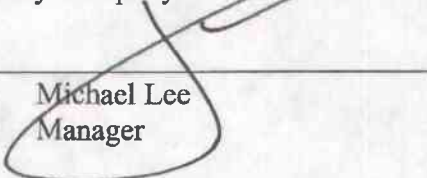
Dated: 11/8/21

Empire Cabazon, LLC, a California Limited Liability Company

By:   
Michael Lee  
Manager

Dated: 11/8/21

50920 Seminole, LLC, a California Limited Liability Company

By:   
Michael Lee  
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 Riverside )

On November 8, 2021 before me, N. Brinker-Collier Notary Public  
(insert name and title of the officer)

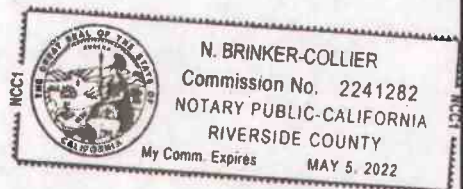
personally appeared Michael Lee  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Riverside )

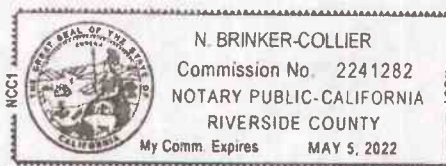
On November 8, 2021 before me, N. Brinker-Collier Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



# ACKNOWLEDGMENT

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State of California  
County of Riverside )

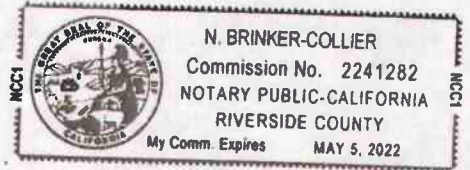
On November 8, 2021 before me, N. Brinker Collier - Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





## ACKNOWLEDGMENT

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State of California  
County of Riverside )

On November 8, 2021 before me, N. Brinker-Collier - Notary Public  
(insert name and title of the officer)

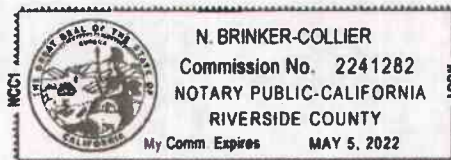
personally appeared Michael Lee, Manager  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Riverside )

On November 8, 2021 before me, N. Brinker-Collier, Notary Public  
(insert name and title of the officer)

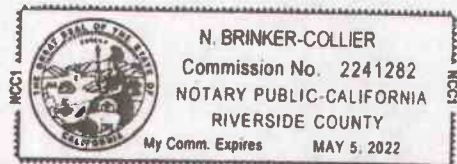
personally appeared Michael Lee, Manager  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**EXHIBIT "A"**

**Development Agreement No. 2000014**

**LEGAL DESCRIPTION OF PROPERTY**

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

**Parcel 4 of Parcel Map 28365, in the County of Riverside, State of California, as per Map in Book 190, Pages 71 through 74 inclusive of Parcel Maps, in the office of the County Recorder of said County.**

**APN: 519-190-032**

**EXHIBIT "B"**

**Development Agreement No. 2000014**

**MAP OF PROPERTY AND ITS LOCATION**

Supervisor: Hewitt  
District 5

RIVERSIDE COUNTY PLANNING DEPARTMENT  
**CUP200029**  
VICINITY/POLICY AREAS

Date Drawn: 03/05/2021  
Vicinity Map



Zoning Dist: Cabazon

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. This new General Plan may contain different types of land use designations than those shown on this map. For more information, please contact the Riverside Planning Department at (951)948-3000 (Riverside County) or the Public Director at (951)948-3077 (Palmdale County) or (951)948-3077 (Victorville).



**EXHIBIT "C"**

**Development Agreement No. 2000014**

**EXISTING DEVELOPMENT APPROVALS**

**Conditional Use Permit No. 200029**

**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. 2000014

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4933
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.6
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 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.

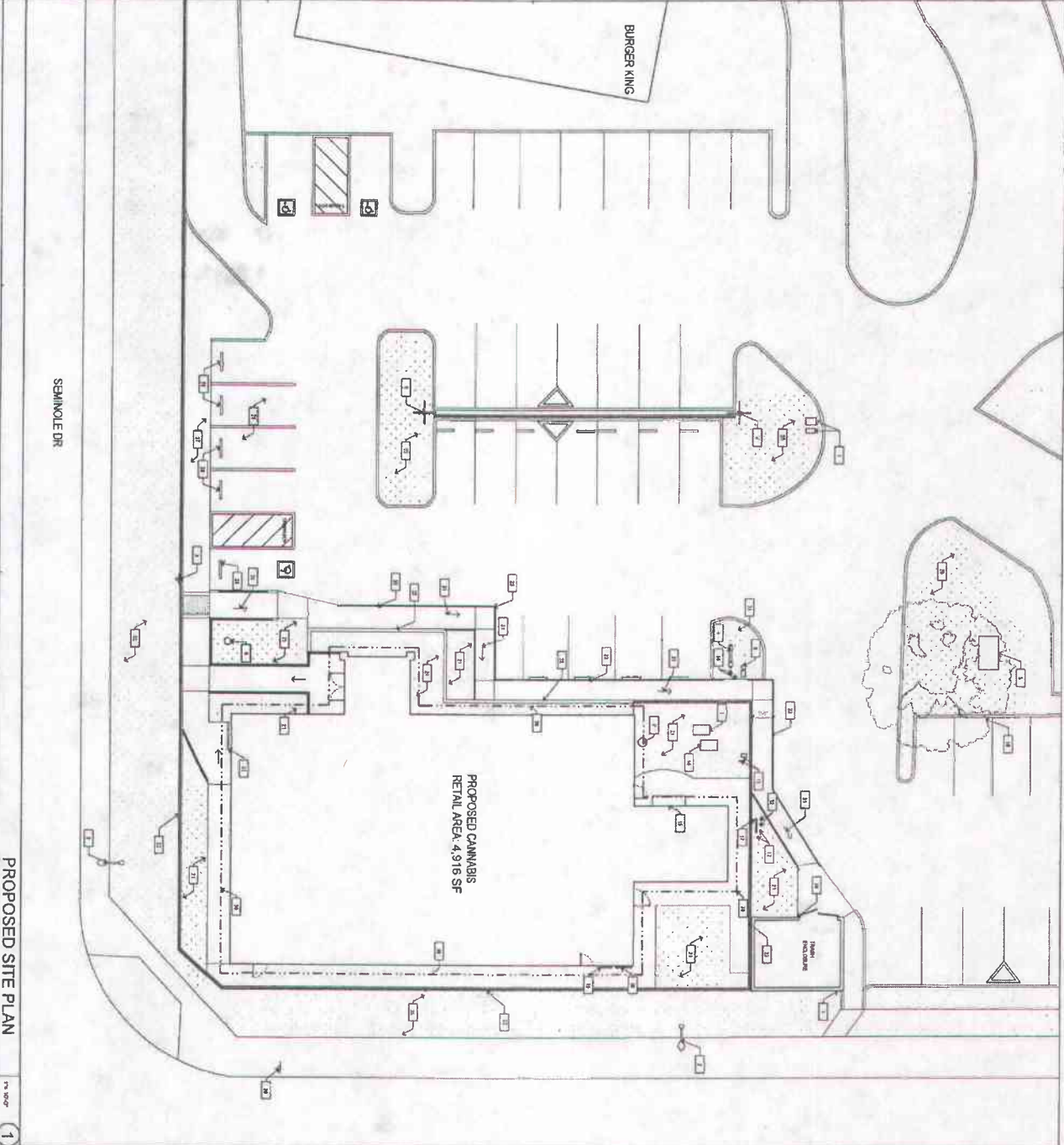


**EXHIBIT "E"**

**Development Agreement No. 2000014**

**COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION**

As shown on the attached site plan, CUP No. 2000029 permits a storefront retail cannabis business within the existing 4,916 square foot building located on a 0.13 acre lot.



**KEYNOTES**

- 1. EXISTING VEH. SIGN TO REMAIN
- 2. EXISTING STREET LIGHT TO REMAIN
- 3. EXISTING LOT SIGN TO REMAIN
- 4. EXISTING SIGNAGE POLE TO REMAIN, SIGNAGE TO BE REFINISHED
- 5. EXISTING TRANSFORMER TO REMAIN
- 6. EXISTING FENCE W/POSTS TO REMAIN
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**BUILDING AND SITE INFORMATION**

Address: 50920 SEMINOLE DR, CABAZON, CA 92230  
 Zone: M-1 (MEDIUM DENSITY RESIDENTIAL)  
 Proposed Use: CANNABIS RETAIL AREA  
 Project Description: PROPOSED CANNABIS RETAIL AREA, 4,918 SF  
 Project Location: 50920 SEMINOLE DR, CABAZON, CA 92230  
 Project Owner: EMPIRE CABAZON  
 Project Architect: [Name Redacted]  
 Project Engineer: [Name Redacted]  
 Project Date: 02/18/18  
 Project Status: PRELIMINARY  
 Project Notes: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES. THE PROJECT WILL OBTAIN SIGNAGE AND RECORDS. THERE WILL BE SIGNAGE SERVICE AT THE LOCATION.

**PLANNING DEPARTMENT NOTES**

1. HOURS OF OPERATION SHALL BE 10:00 AM TO 10:00 PM.  
 2. THE PROJECT WILL OBTAIN SIGNAGE AND RECORDS.  
 3. THERE WILL BE SIGNAGE SERVICE AT THE LOCATION.

**VICINITY MAP**

The vicinity map shows the project location at the intersection of Seminole Dr and an unnamed street. It includes a scale bar and a north arrow.

**PROPOSED SITE PLAN**

CUP FOR:  
EMPIRE CABAZON  
50920 SEMINOLE DR,  
CABAZON, CA 92230

DATE: 02/18/18  
 DRAWN BY: [Name Redacted]  
 CHECKED BY: [Name Redacted]

509 ANTON BLVD, SUITE 150  
 COSTA MESA, CA 92626  
 TEL: 714.440.1111  
 FAX: 714.440.1112  
 WWW.EMPIRE-CABAZON.COM

A1.1

**EXHIBIT "F"**

**Development Agreement No. 2000014**

**APPLICABLE PUBLIC BASE BENEFITS PAYMENTS**

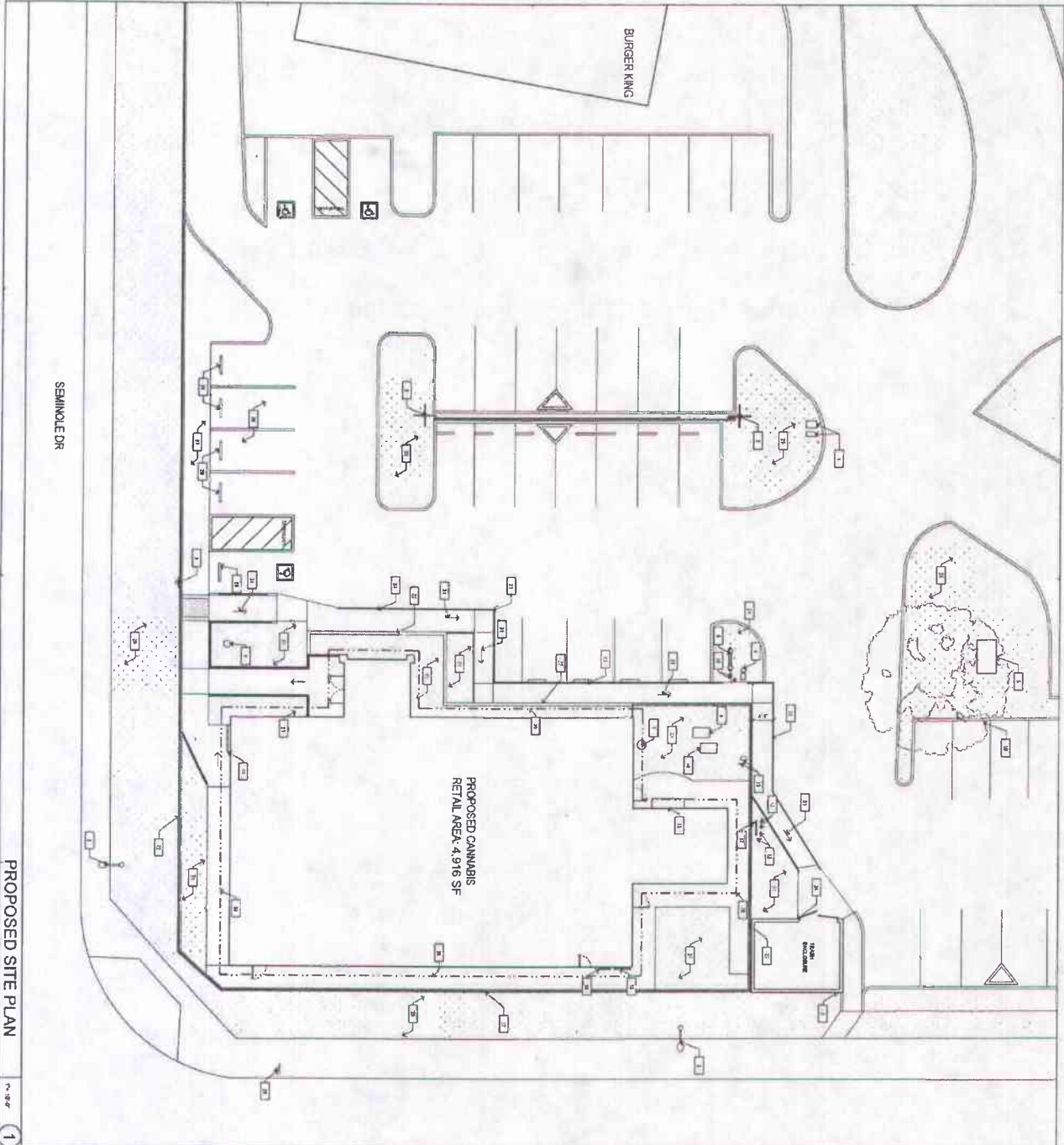
The Cannabis Retailer operating at the Property pursuant to CUP No. 2000029 includes an existing building totaling 4,916 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$88,308.00 and will increase annually at a rate of 2%.

**EXHIBIT "G"**

**Development Agreement No. 2000014**

**CANNABIS AREA CALCULATION EXHIBIT**

The Cannabis Area calculation includes the 4,916 square foot existing building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".



KEYNOTES	
1	CERTAIN USE, NOT TO BE USED
2	CERTAIN STREET LIGHT TO REMAIN
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**BUILDING AND SITE INFORMATION**

ADDRESS: 15075 SEMINOLE DR, CABAZON, CA 92230

ZONE: C-1 (COMMERCIAL)

PROPOSED OCCUPANCY: RETAIL

PROPOSED USE: CANNABIS RETAIL

AREA: 4,916 SF

PROPOSED HEIGHT: 15 FT

PROPOSED LOT AREA: 15,000 SF

PROPOSED LOT COVERAGE: 32.7%

PROPOSED LOT AREA: 15,000 SF

PROPOSED LOT COVERAGE: 32.7%

PROPOSED LOT AREA: 15,000 SF

PROPOSED LOT COVERAGE: 32.7%

**PLANNING DEPARTMENT NOTES**

NOTES OF OBSERVATION REGARDING TO THE PROJECT SHALL BE OBTAINED FROM THE LOCAL OFFICE.

THE PROJECT SHALL OBTAIN NECESSARY PERMITS AND LICENSES FROM THE LOCAL OFFICE.

THE PROJECT SHALL OBTAIN NECESSARY PERMITS AND LICENSES FROM THE LOCAL OFFICE.

CUP FOR:

EMPIRE CABAZON

50920 SEMINOLE DR,

CABAZON, CA 92230

EMPIRE CABAZON

50920 SEMINOLE DR

CABAZON, CA 92230

EXHIBIT "H"

Development Agreement No. 2000014

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$120,000.00 with an annual increase of 3.5%. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, OWNER will make efforts to hire locally and participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.

COB Original



November 15<sup>th</sup>, 2021

Riverside County Board of Supervisors,

My name is Kerri Mariner, and I am the President of the West Desert MAC (Cabazon and Whitewater). It is common for us to hear presentations regarding development projects impacting our area. A few months ago, we heard one from Chick-fil-A, which is being proposed at the site of the old Hadley's property in Cabazon. We elected to provide the applicant a letter of support.

At our 11/2/2021 MAC meeting, we listened to a proposal from Empire, who currently operates cannabis businesses throughout the Inland Empire. Our MAC members, as well as community members were provided the opportunity to ask questions regarding the proposed development. We were pleased with the answers that were provided by Empire.

As a result, we called for a vote and elected to unanimously support the proposed development that is indicated on agenda item 21.3 at the 11/16/2021 BOS meeting. We support staff's recommendation to "Approve" the project.

Finally, Empire sent over 10 volunteers to our Community Clean Up on 11/13/2021. They volunteered by assisting people with unloading debris and picking up roadside trash. It was very refreshing for Cabazon to receive support from a business that does not even exist yet. Once again, we welcome the opportunity for Empire to establish their business model here in Cabazon.

Respectfully,

A handwritten signature in blue ink, appearing to be "Kerri Mariner", is written over a faint, circular blue stamp or watermark.

Kerri Mariner - President

West Desert Municipal Advisory Council

11/16/21 21.3



**PLANNING COMMISSION  
MINUTE ORDER  
AUGUST 4, 2021**

**I. AGENDA ITEM 3.1**

**CONDITIONAL USE PERMIT NO. 200029 and DEVELOPMENT AGREEMENT NO. 2000014 – 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) – CEQ200066 – Applicant: Anthony Hicks – Fifth Supervisorial District – Cabazon District – The Pass Area Plan: Commercial Retail: (CR) (0.20 – 0.35 FAR) – Location: Northerly of Seminole Drive, easterly of Millard Pass Road, southerly of Service Road, and westerly of Deep Creek Road – 0.13 Acres – Scenic Highway Commercial (C-P-S).

**II. PROJECT DESCRIPTION:**

Development Agreement No. 2000014 is a proposal whereby the applicant enters into a development agreement with the County of Riverside, consistent with the County's Cannabis Ordinance, and it included terms for providing a community benefit to the Cabazon District. Conditional Use Permit No. 200029 proposes to occupy an existing 4,916 sq. ft. building to be used as a storefront cannabis retail business with delivery. APN: 519-190-032. Continued from July 21, 2021.

**III. MEETING SUMMARY:**

The following staff presented the subject proposal:

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

Spoke in favor:

Christopher Henry, Applicant's Representative

Spoke in opposition:

Denise Kanter, Neighbor, [denise@cabazondinosaurs.com](mailto:denise@cabazondinosaurs.com)

Ahmad Fejleh, Interested Party- did not speak, donated time

No one spoke in a neutral position.

**IV. CONTROVERSIAL ISSUES:**

Neighboring commercial facility known as the Cabazon Dinosaur Park owner spoke in opposition to the project citing the Dino Park is similar to a public park that is frequented by children and families. Citing the Section 19.519 Cannabis Retailer Minimum Standards A.1 not being met by the 1,000-foot distance requirement. Furthermore, the opposition claimed that the parking is controlled by the Dino Park ownership and will not allow a Cannabis retailer to use the parking.

**V. PLANNING COMMISSION ACTION:**

Public Comments: Closed

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

By a vote of 4-1

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

**DENY** the proposed project.





**COUNTY OF RIVERSIDE  
PLANNING DEPARTMENT  
STAFF REPORT**

Agenda Item No.


3 . 1

**Planning Commission Hearing: August 4, 2021**

**PROPOSED PROJECT**

**Case Number(s):** DA2000014 and CUP200029  
**CEQA Exempt** Section No. 15061 (b) (3), Section No. 15301, and Section No. 15303  
**Area Plan:** The Pass  
**Zoning Area/District:** Cabazon District  
**Supervisory District:** Fifth District  
**Project Planner:** Gabriel Villalobos  
**Project APN(s):** 519-190-032  
**Continued From:** July 21, 2021

**Applicant(s):** Empire Cabazon  
**Representative(s):** Hestia Atelier Design

  
 John Hildebrand  
 Planning Director

**PROJECT DESCRIPTION AND LOCATION**

**Conditional Use Permit No. 200029** is a proposal to utilize an existing building to establish and operate a 4,916 square foot cannabis retail facility with delivery on an 0.13-acre lot with parking and landscaping.

**Development Agreement No. 2000014** is associated with the proposed Conditional Use Permit and grants the applicant vesting rights to develop the Project in accordance with the terms of Development Agreement No. 1900014 and Conditional Use Permit No. 200029. The Development Agreement will provide community benefits to the Cabazon area and has a term of 10 years.

The project site is located at 50920 Seminole Dr, Cabazon CA, North of Seminole Drive, and west of Deep Creek Road.

The above is hereinafter referred to as "Project" or "project."

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

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

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

**TENTATIVELY APPROVE Development Agreement No. 2000014**, 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. 200029**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance.

**PROJECT DATA**

**Land Use and Zoning:**

Existing General Plan Foundation Component:	Community Development (CD)
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Surrounding General Plan Land Uses	
North:	Commercial Retail (CR)
East:	Indian Lands
South:	Interstate 10, Commercial Retail (CR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	Scenic Highway Commercial (C-P-S)
Surrounding Zoning Classifications	
North:	Scenic Highway Commercial (C-P-S)
East:	Rural Residential (R-R)
South:	Interstate 10, Scenic Highway Commercial (C-P-S)
West:	Scenic Highway Commercial (C-P-S)
Existing Use:	Vacant Commercial Building
Surrounding Uses	
North:	Parking lot/Vacant Land
East:	Vacant Land
South:	Interstate 10
West:	Fast food restaurant

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.13	N/A
Existing Tenant Space (SQFT):	4,916	N/A
Building Height (FT):	20'	50'

**Parking:**

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Cannabis Retailer	4,916	1 spaces / 200 sq. ft. of gross floor area	25	81
<b>TOTAL:</b>			<b>25</b>	<b>81</b>

Request continuance  
at behest of Supr. Jeffries

12:49

### Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Jeff Greene

Address: Riverside County CAC

City: Riverside Zip: 92507

Phone #: 951-955-1010

Date: 11-16-21 Agenda # 21-3

**PLEASE STATE YOUR POSITION BELOW:**

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

       Support           Oppose      ✓   Neutral

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

       Support           Oppose           Neutral

I give my 3 minutes to: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

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

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

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

## **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

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

12:52

# Riverside County Board of Supervisors Request to Speak

6 minutes or more 😊

Submit request to Clerk of Board (right of podium), Speakers are entitled to ~~three (3)~~ minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Denise Kanter / Cabazon Dinosaur

Address: PO BOX 330

City: Cabazon Zip: 92230

Phone #: \_\_\_\_\_

Date: 11/14/2021 Agenda # 21.3

### PLEASE STATE YOUR POSITION BELOW:

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

Support  Oppose  Neutral

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

Support  Oppose  Neutral

I give my 3 minutes to: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

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

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

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

## **Individual Speaker Limits:**

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## **Group/Organized Presentations:**

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# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Ahmad Fejleh

Address: 50900 Simenile Dr.

City: Cabazon CA Zip: \_\_\_\_\_

Phone #: (909) 559-7074

Date: 11/16/2021 Agenda # 21.3

## PLEASE STATE YOUR POSITION BELOW:

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

Support  Oppose  Neutral

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

Support  Oppose  Neutral

I give my 3 minutes to: Denise Karter

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

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50% owner of adjacent parcels 12:58

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SPEAKER'S NAME: BILL ESTANISLAU

Address: 18862 Country Club Ln.

City: YORBA LINDA Zip: 92886

Phone #: 714 420-3871

Date: 11/16/21 Agenda # 21.3

### PLEASE STATE YOUR POSITION BELOW:

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

Support       Oppose       Neutral

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

Support       Oppose       Neutral

I give my 3 minutes to: \_\_\_\_\_

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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 PASS AREA PLAN, FIFTH 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, November 16, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the approval of **Conditional Use Permit No. 200029**, a proposal to occupy an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with delivery in accordance with the terms of **Development Agreement No. 2000014**, a proposed 10 year agreement to grant the applicant vesting rights. APN: 519-190-032. The project is located North of Seminole Drive, East of Millard Pass Road, South of Service Road, and West of Deep Creek Road, in the Fifth Supervisorial District.

The proposed action is that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 2000014**; and **Introduce, Read, Title, and Waive Further Reading of, and Adopt on successive weeks Ordinance No. 664.85** approving **DA 2000014**.

On August 4, 2021 the Planning Commission recommended that the Board of Supervisors deny the Conditional Use Permit and Development Agreement by a vote of 4-1. On October 19, 2021, the Board voted 5-0 to continue the item and directed staff to prepare approval findings. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission hearing date on the Public Hearing page of the Planning Department website: <https://planning.rctlma.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT RUSSELL BRADY, CONTRACT PLANNER, AT (951) 955-3025 OR EMAIL [RBRADY@RIVCO.ORG](mailto:RBRADY@RIVCO.ORG).

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

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

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

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

Dated: November 2, 2021

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

Planning 11/16/21 Item 21.3



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**  
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519190025  
 PACIFIC TELEPHONE & TELEGRAPH CO  
 140 NEW MONTGOMERY ST  
 SAN FRANCISCO CA 94105

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 CLERK/BOARD OF SUPERVISORS  
 2021 NOV 24 PM 2:50

NIXIE 958 FE 1260 0011/10/21

RETURN TO SENDER  
 ATTEMPTED - NOT KNOWN  
 UNABLE TO FORWARD

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

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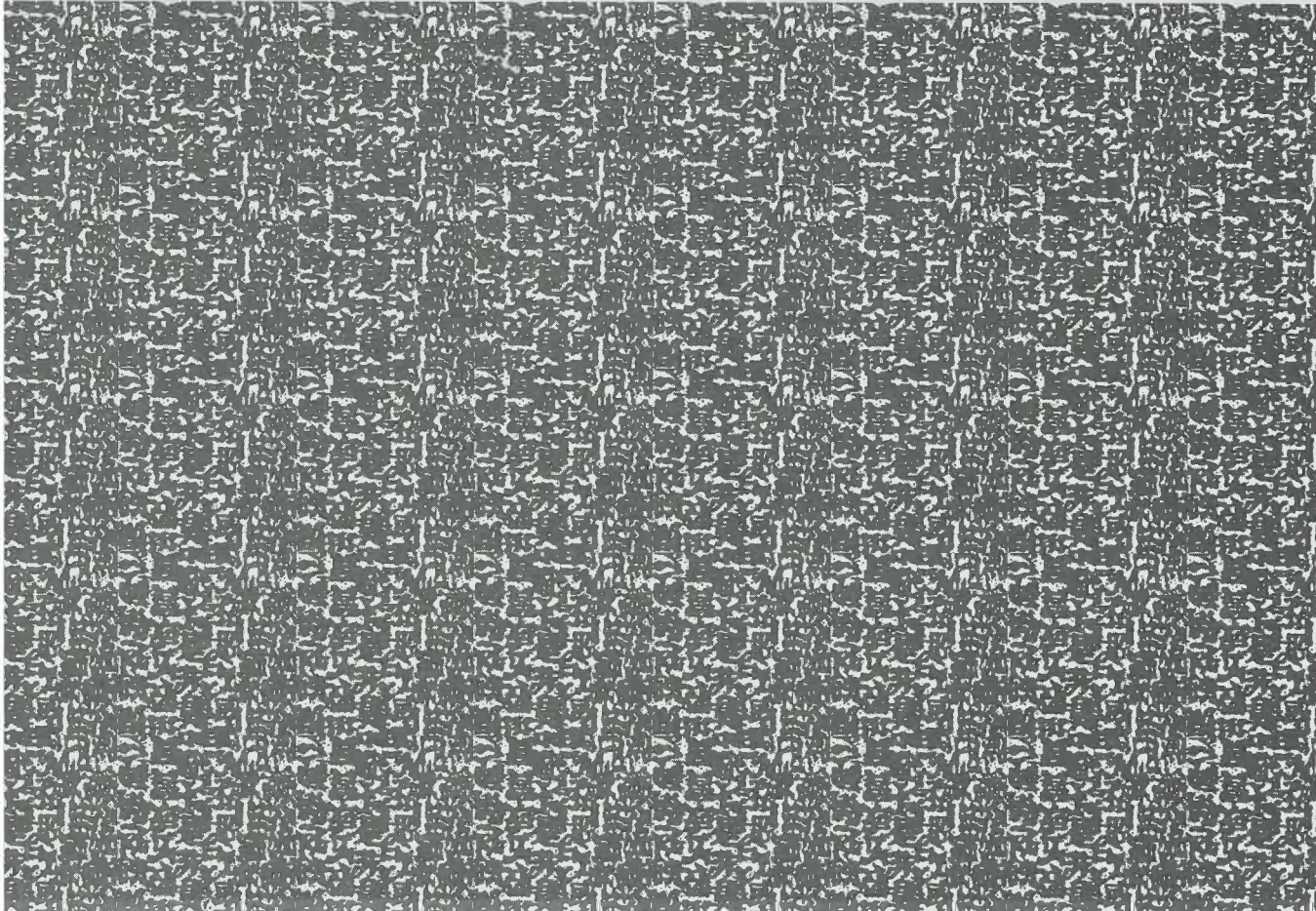
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Dated: November 2, 2021

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

Planning 11/16/21 item 21.3



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

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**PUBLIC HEARING NOTICE**  
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CLERK / BOARD OF SUPERVISORS  
2021 NOV -9 AM 10: 27

519190036  
CABAZON FAMILY PARTNERSHIP NO 1  
2651 IRVINE AVE STE 141  
COSTA MESA CA 92627

NIXIE 910 DE 1260 0011/07/20  
RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

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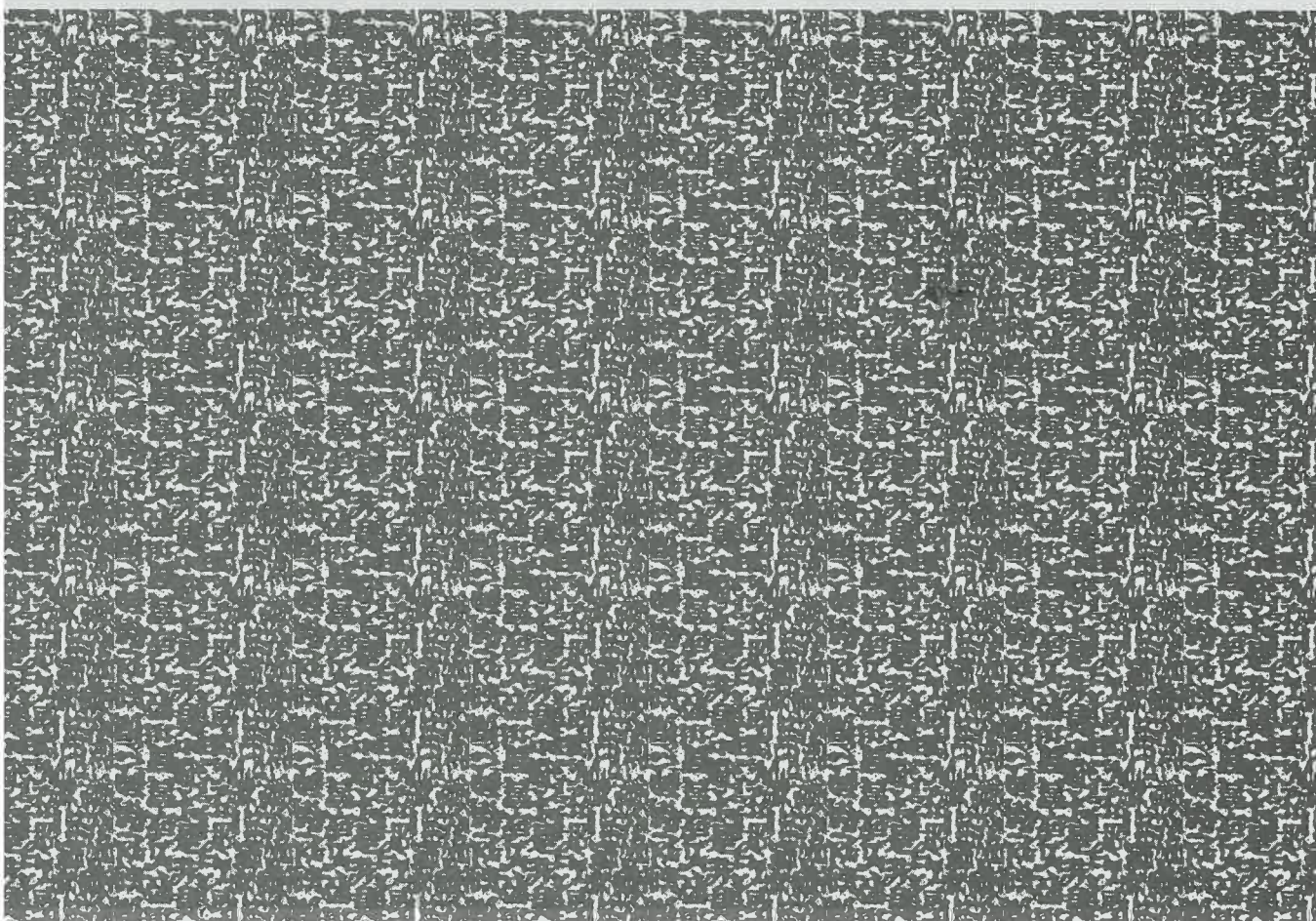
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Dated: November 2, 2021

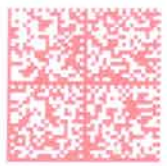
Kecia R. Harper, Clerk of the Board  
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*Planning 11/16/21 item 21.3*



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 Riverside, CA 92502-1147

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

CITY OF RIVERSIDE COUNTY  
 CLERK / BOARD OF SUPERVISORS  
 2021 NOV 10 AM 10:38

519180026  
 MKA CABAZON PARTNERSHIP  
 2651 IRVINE AVE 141  
 COSTA MESA CA 92627

NIXIE 91169 11/07/2021  
 RETURN TO SENDER  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD  
 SORT IN MANUAL ONLY NO AUTOMATION



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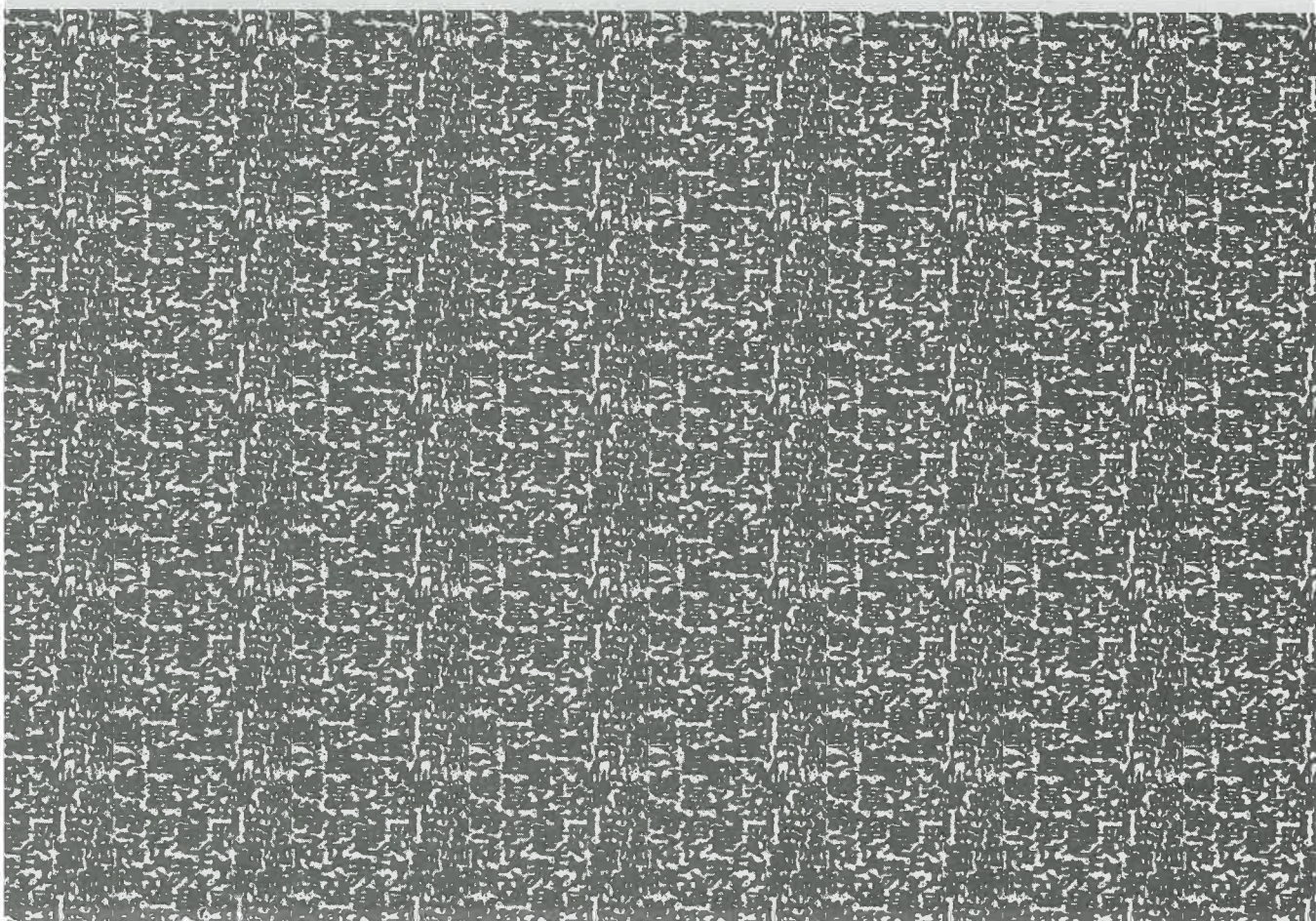
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Planning 11/16/21 Item 21.3



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 P. O. Box 1147  
 Riverside, CA 92502-1147

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

519190038  
 DESERT LAND INV  
 160 GREENTREE DR STE 101  
 DOVER DE 19904

**RETURN TO SENDER**  
**NOT AT THIS ADDRESS**

NIXIE 171 DE 1260 0011/12/21  
 RETURN TO SENDER  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD  
 UTF BC: 92502114747 \*2419-08245-12-45

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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. Written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

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

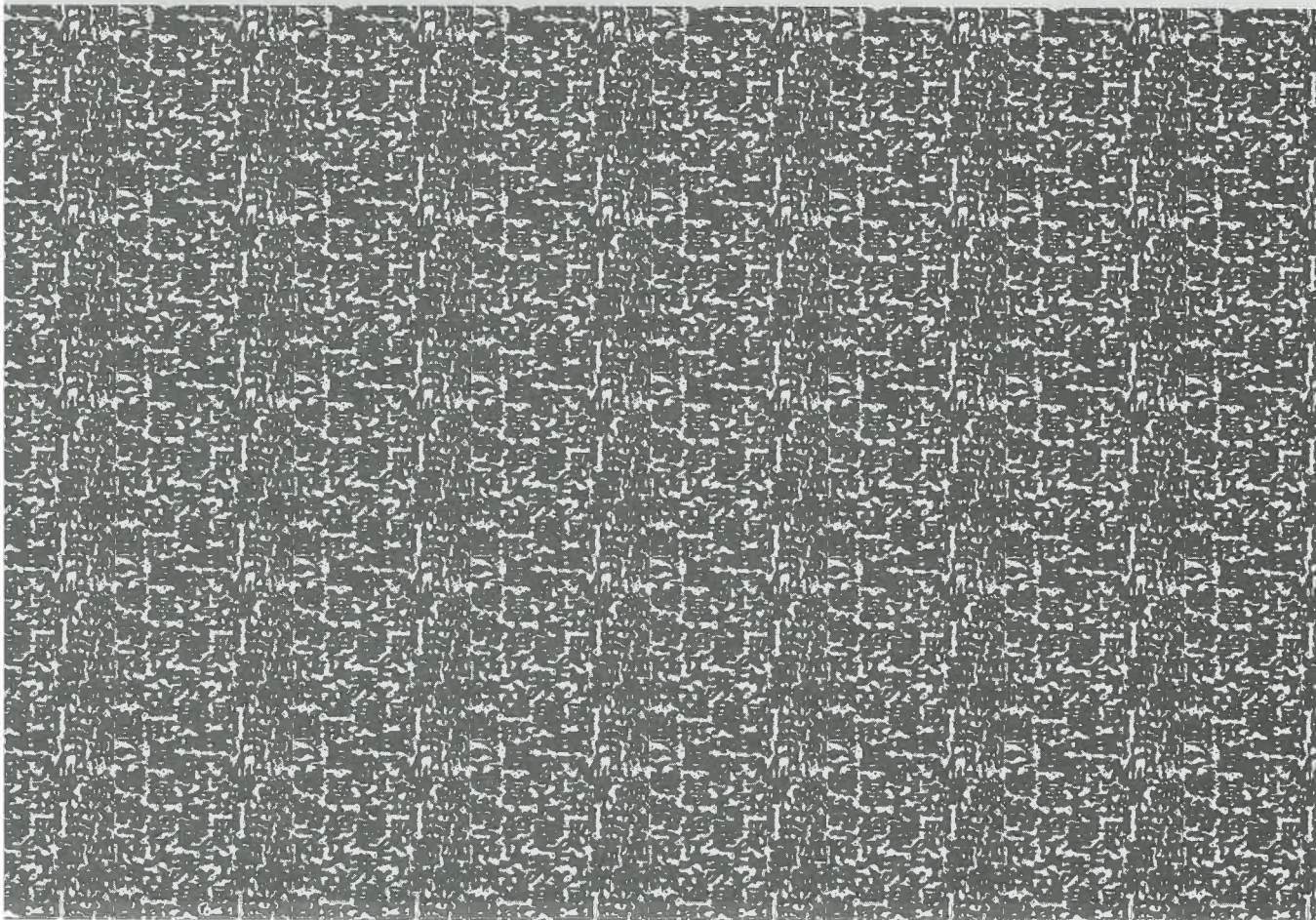
Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board office at (951) 955-1069, at least 72 hours prior to the hearing.

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

Dated: November 2, 2021

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

Planning 11/16/21 Item 21-3



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

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

519190009  
 DESERT VIEW FINANCIAL  
 160 GREENTREE DR STE 101  
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**RETURN TO SENDER**  
**NOT AT THIS ADDRESS**

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# 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: CUP200029, DA2000014 /

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:

**11/06/2021**

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

Date: November 06, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011499255-01

P.O. Number:

Ad Copy:

**NOTICE OF PUBLIC HEARING BEFORE THE SUPERVISORS OF RIVERSIDE COUNTY ON A USE PERMIT AND DEVELOPMENT AGREEMENT PASS AREA PLAN, FIFTH SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board of Administrative Center, 4080 Lemon Street, Riverside, California, on **November 16, 2021 at 10:00 A.M.** or as soon as possible thereafter to consider the approval of **Conditional Use Permit No. 2000014**, which would occupy an existing 4,916 sq. ft. building to be used as a storefront with delivery in accordance with the terms of **Agreement No. 2000014**, a proposed 10 year agreement for conditional use permit rights. APN: 519-190-032. The project is located on Seminole Drive, East of Millard Pass Road, South of West of Deep Creek Road, in the Fifth Supervisorial District.

The proposed action is that the Board of Supervisors find the project is **EXEMPT** from the California Environmental Quality Act and approve **Conditional Use Permit No. 2000014**; and **Waive Further Reading of, and Adopt Ordinance No. 664.85** approving DA 2000014.

On August 4, 2021 the Planning Commission recommended that the Board of Supervisors deny the Conditional Use Permit and Development Agreement by a vote of 4-1. On October 19, 2021, the Board of Supervisors met and directed staff to prepare approval finding documents for the proposed project for the Planning Commission hearing date on the Planning Department website: <https://planning.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT PLEASE CONTACT RUSSELL BRADY, CONTRACT MANAGER (951) 955-3025 OR EMAIL RBRADY@RIVCO.ORG.

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

If you challenge the above item in court, you may be limited to only those issues you or someone else raised at the public hearing. If you challenge the above item in court, you may be limited to only those issues you or someone else raised at the public hearing. If you challenge the above item in court, you may be limited to only those issues you or someone else raised at the public hearing. If you challenge the above item in court, you may be limited to only those issues you or someone else raised at the public hearing.

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

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

Dated: November 2, 2021  
Kecia R. Harper, Clerk of the Board of Supervisors  
By: Zuly Martinez, Board Assessor

Planning  
Item 21.3  
11/16/21

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

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, November 16, 2021 A.M.** or as soon as possible thereafter, to consider the approval of **Conditional Use Permit No. 2000014** proposal to occupy an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with accordance with the terms of **Development Agreement No. 2000014**, a proposed 10 year agreement for the applicant vesting rights. APN: 519-190-032. The project is located North of Seminole Drive, Millard Pass Road, South of Service Road, and West of Deep Creek Road, in the Fifth Supervisorial District.

The proposed action is that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 2000014; and Introduce a New Title, and Waive Further Reading of, and Adopt on successive weeks Ordinance No. 664.85 a DA 2000014.**

On August 4, 2021 the Planning Commission recommended that the Board of Supervisors approve the Conditional Use Permit and Development Agreement by a vote of 4-1. On October 19, 2021, the Board of Supervisors voted 5-0 to continue the item and directed staff to prepare approval findings. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission agenda date on the Public Hearing page of the Planning Department website: <https://planning.rctlma.org/Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT RACHEL BRADY, CONTRACT PLANNER, AT (951) 955-3025 OR EMAIL [RBRADY@RIVCO.ORG](mailto:RBRADY@RIVCO.ORG).

Any person wishing to testify in support of or in opposition to the project may do so in writing before the date of this notice and the public hearing or may appear and be heard at the time and place noted above. Written comments received prior to the public hearing will be submitted to the Board of Supervisors. 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 design, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

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

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

Dated: November 2, 2021

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



# RIVERSIDE COUNTY PLANNING DEPARTMENT

*John Hildebrand*  
*Planning Director*

**Hearing Date: November 16, 2021**

**To:** Clerk of the Board of Supervisors

**From:** Planning Department – Riverside (Planner: Russell Brady)

**MinuteTraq #: 17547**

*pub  
11/16*

**Project Description:**

TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: **Public Hearing on Use Permit No. 200029 and Development Agreement No. 2000014 – CEQA EXEMPT – Anthony Hicks – Fifth Supervisorial District – Cabazon Zoning District – The Pass Area Plan: Development: Commercial Retail (CR) (0.20 – 0.35 FAR) – Location: North of Seminole Drive Millard Pass Road, South of Service Road, and West of Deep Creek Road – 0.13 Acres – Zoning Highway Commercial (C-P-S) – REQUEST: Tentatively approve Development Agreement No. a proposed 10 year agreement to grant the applicant vesting rights in accordance with the Development Agreement No. 2000014. Approve Conditional Use Permit No. 200029, a proposed an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with delivery – API 032. District 5.**

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

- |   |  |
|---|--|
| <input type="checkbox"/> Place on Administrative Action   | <input checked="" type="checkbox"/> Set for Hearing (Legislative Action Required; CZ, GPA,                 |
| <input type="checkbox"/> Receive & File   |  |
| <input type="checkbox"/> EOT  |  |
| <input type="checkbox"/> Labels provided If Set For Hearing <i>27</i>                           | <input checked="" type="checkbox"/> Publish in Newspaper:  |
| <input type="checkbox"/> 10 Day <input type="checkbox"/> 20 Day <input type="checkbox"/> 30 day | (5th Dist) Press Enterprise  |
| <input type="checkbox"/> Place on Consent Calendar  | <input checked="" type="checkbox"/> CEQA Exempt  |
| <input type="checkbox"/> Place on Policy Calendar (Resolutions; Ordinances; PNC)                | <input checked="" type="checkbox"/> 10 Day <input type="checkbox"/> 20 Day <input type="checkbox"/> 30 Day |
| <input type="checkbox"/> Place on Section Initiation Proceeding (GPIP)                          | <input checked="" type="checkbox"/> Notify Property Owners (app/agencies/property own                      |

**Designate Newspaper used by Planning Department for Notice of Hearing:**  
(5th Dist) Press Enterprise

*For Pros  
Z*

7 3 100 1717

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



**ITEM:**  
(ID # 1754)

**MEETING DATE:**

Tuesday, November 14, 2023

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING:  
Hearing on Conditional Use Permit No. 200029 and Development Agreement No. 2000014  
CEQA EXEMPT – Applicant: Anthony Hicks – Fifth Supervisorial District – Cabazon  
District – The Pass Area Plan: Community Development: Commercial Retail (CR) (0.20  
FAR) – Location: North of Seminole Drive, East of Millard Pass Road, South of Service  
and West of Deep Creek Road – 0.13 Acres – Zoning: Scenic Highway Commercial (C-  
REQUEST: Tentatively approve Development Agreement No. 2000014, a proposed 1  
agreement to grant the applicant vesting rights in accordance with the terms of Develo  
ment Agreement No. 2000014. Approve Conditional Use Permit No. 200029, a proposal to occ  
up an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with delivery – API  
190-032. District 5. [Applicant Funds [100%]

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

1. **FIND** that the project is **EXEMPT** from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15062 (Existing Facilities), and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the Planning Commission staff report and,
2. **APPROVE Conditional Use Permit No. 200029**, subject to the attached Approval Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in the Planning Commission staff report, subject to final approval of the Development Agreement ordinance.
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.XX** an ordinance of the County of Riverside approving Development Agreement No. 2000014, based upon the findings in the Planning Commission staff report.

**ACTION:**



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

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

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

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

**BACKGROUND:**

**Summary**

On August 4, 2021, the Planning Commission (Commission) voted 4-1 in favor of recommending denial of Conditional Use Permit No. 200029 and Development Agreement 2000014 to the Board of Supervisors (Board).

On October 19, 2021, the Board voted 5-0 in favor of preparing findings for approval of Conditional Use Permit and Development Agreement overturning the Commission's recommendation to deny the Conditional Use Permit and Development Agreement as per Section 18.26.G of Ordinance No. 348. With the direction to prepare findings for approval, the Board set the matter for public hearing on November 16, 2021.

The findings for approval are wholly included within the Planning Commission staff report which included a staff recommendation of approval. Although the Planning Commission recommended denial partially based on adequate parking being provided, as is noted in the Planning Commission staff report and summarized below in the Project Details, adequate parking is provided on the site through shared parking in the shopping center with the adjacent parcels to serve the proposed Conditional Use Permit. To clarify also on the separate certain uses, the Cabazon Dinosaur Park as a private park does not constitute a public use, other use that a Cannabis Retailer is required to be separated a minimum distance of 100 feet.

Due to the change in from the Planning Commission's recommendation and the direction provided by the Board on October 19<sup>th</sup>, the project was noticed for this November 16<sup>th</sup> public hearing with it noted as a recommendation for approval. This notice included mail and emailed notice to the Cabazon Dinosaur Park owner.

**Project Details**

On October 23, 2018, Agenda Item 19.1, the Board of Supervisors adopted Ordinance 348.4898, which established the permitting process and regulations for commercial cannabis activities in the unincorporated County areas.

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

The proposed project will occupy an approximately 4,916 square-foot tenant space to be used as a storefront for a retail cannabis business within an existing building on a 0.13 acre lot including parking and landscaping. The project includes eighty one (81) off-street parking spaces which consists of eighteen (18) standard parking spaces, and three (3) accessible parking spaces and sixty (60) shared parking spaces, exceeding the off-street requirement for retail cannabis businesses of one stall per 200 square-feet that requires a minimum of twenty five (25) parking spaces pursuant to Ordinance No. 348 Section 18.12. A Declaration of Covenants, Conditions, Easements and Restrictions was provided to county staff to clarify that APN 519-190-043 is considered a "common/shared" area for the shopping center in which the project is to be located. The recorded CC&Rs "the parties hereto desire to establish certain covenants, conditions, easements and restrictions upon the subject Property for the benefit of themselves and their respective heirs, successors, and assigns for the purpose of enhancing and protecting the value, desirability and attractiveness of the Shopping Center; promoting the free and unimpeded pedestrian and vehicular access, ingress, egress and travel to and from each of the Properties and the public thoroughfares adjacent to the Shopping Center; and for ensuring sufficient off-street parking for those using the shopping Center." For the purposes of this project, the parking spaces adjacent to the project location shall be included as off-street parking spaces serving the proposed Cannabis business and the recorded CC&Rs shall serve as the written shared parking agreement.

The site also includes a trash enclosure at the northeast corner of the property. Further landscaping and internal walkways exist throughout the site. The property is accessed from Seminole Drive.

The existing structure is a single story 4,916 square foot commercial building. The structure has a flat roof with stucco siding, and glass doors and windows. The interior of the proposed building area consists of areas for retail sales, reception and waiting area, and other spaces that include restrooms, a break room, and storage area.

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

*Planning Commission Hearings*

On July 21, 2021, the Commission continued the hearing item for this project to August 4. According to public testimony at the August 4, 2021 continued hearing, the primary focus of Cabazon Dinosaur Park is geared towards children. Per Section 19.506 of Ordinance No. 348, no conditional use permit for a Commercial Cannabis Activity shall be approved unless there was a finding that the project was not detrimental to the public health, safety, and general welfare. The Commission determined that the proposed project was detrimental to the health, safety, and general welfare because of its close proximity to the Cabazon Dinosaur Park.

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

which has a use that is primarily for children. Therefore, the Commission recommended of the project.

In addition, concerns regarding the rights to utilize parking within the shopping center discussed, as the parcel in which the project site is located is separate from the rest shopping center which holds the shared parking area. The owners for the individual parcels the owners for the larger parcel holding the parking are different. Besides the CC&R's, the county does not enforce and is a private agreement between the two parties, there other agreements stating the project would be entitled to the use of any parking space owners for the Cabazon Dinosaurs park have stated that the CC&R's strictly prohibit the "adult" businesses and believe the proposed project would fall under that definition. As they have stated they would not support the proposed project and are in opposition to the parking area with the proposed cannabis retailer. Due to the uncertainty of the commissioners felt the project did not adequately address parking and as such recommend deny the project.

### **Development Agreement**

The applicant has proposed entering into the attached Development Agreement No. 20 (DA) with the County for the Project. The DA is consistent with the General Plan and with Policy B-9. Additionally, the Advisory Notification Document, Conditions of Approval 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 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. 2000014 requires the applicant to make the following payments:

- 1) An initial deposit-based fee of \$5,000 for annual inspections and the administrative costs of the development agreement program.
- 2) A baseline Public Benefits payment of \$88,308.00, 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 to be deposited into the General Fund, to be allocated as part of the annual budget process generally spent on cannabis regulatory activity performed by the District Attorney, Cannabis Regulation Task Force, the Sheriff's Office, Public Health, County Clerk, and the Agricultural Commissioner's office. The percentages above are based on the total amount of the baseline payment.

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

expected regulatory costs that were used to establish the baseline Public Benefit as approved by the Board on January 29, 2019. The Code Enforcement Department serve as the main regulatory arm of the County in monitoring that the businesses comply with their conditions of approval and respond to public concerns.

- 3) An annual Additional Public Benefit payment of \$120,000.00, which will increase per year for the term of the DA. This payment shall be held by TLMA in an account specifically for the Cabazon area, to be allocated by the Board of Supervisors to pay for and services that benefit the community.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.XX, an Ordinance of the County of Riverside Approving Development Agreement No. 2000014, incorporates by reference DA No. 2000029 consistent with Government Code section 65867.5.

Development Agreement No. 2000014 and Conditional Use Permit No. 2000029 were submitted to the County of Riverside on August 31, 2020.

**Environmental**

The impacts of this project have been evaluated through the environmental review and hearing process by the Planning Department and at the Planning Commission Hearing. This project is Exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 (b) (3) (Common Sense), Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of Small Structures) based on the findings and conclusions in the Planning Commission staff report.

**Impact on Citizens and Businesses**

The impacts of this project have been evaluated through the review and public hearing process by the Planning Department, Planning Commission, and the Board of Supervisors.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

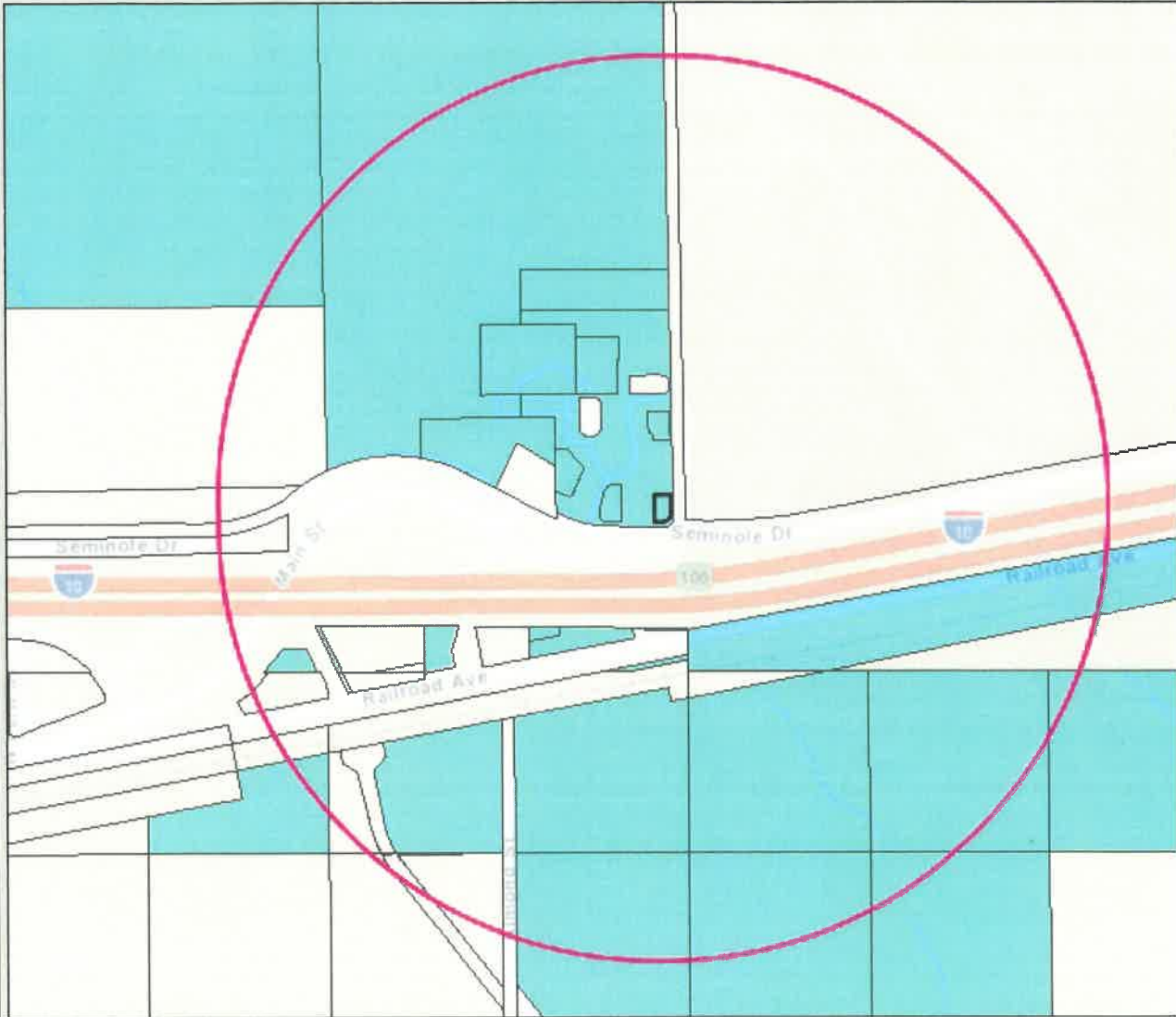
All fees are paid by the applicant; there is no General Fund obligation.

**ATTACHMENTS:**

- A. PLANNING COMMISSION MINUTES
- B. PLANNING COMMISSION MEMOS AND STAFF REPORTS
- C. CUP200029 SITE PLAN, FLOORPLAN, AND ELEVATIONS EXHIBITS
- D. DISTANCE BETWEEN CABAZON DINOSAURS PARK AND APN 519-190-032
- E. ORDINANCE NO. 664.XX
- F. DEVELOPMENT AGREEMENT NO. 2000014

# Riverside County GIS Mailing Labels

CUP200029 ( 1600 feet buffer )



## Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

## Notes



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

## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on March 5, 2021

The attached property owners list was prepared by Riverside County GIS

APN (s) or case numbers CUP200029 f

Company or Individual's Name RCIT - GIS

Distance buffered 1600'

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

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

TITLE: GIS Analyst

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

Riverside, Ca. 92502

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

519190030  
IMPERIAL CONSULTANTS INC  
675 SAGEBRUSH ST  
IMPERIAL CA 92251

519190046  
CABA 7 IRREVOCABLE TRUST  
721 S HARBOR BLV  
FULLERTON CA 92832

519190043  
RIVERSIDE CABAZON TRUST 888  
721 S HARBOR BLV  
FULLERTON CA 92832

519190009  
DESERT VIEW FINANCIAL  
160 GREENTREE DR STE 101  
DOVER DE 19904

519190025  
PACIFIC TELEPHONE & TELEGRAPH CO  
140 NEW MONTGOMERY ST  
SAN FRANCISCO CA 94105

519190032  
KENNY WU  
2290 HUNTINGTON DR NO 100  
SAN MARINO CA 91108

519190012  
JACK DEMPSEY BURK  
P O BOX 519  
TEMPLE CITY CA 91780

519190022  
RIVERSIDE COUNTY FLOOD CONT  
1995 MARKET ST  
RIVERSIDE CA 92501

519190033  
WILLIAM ESTANISLAU  
18862 COUNTRY CLUB LN  
YORBA LINDA CA 92886

519190036  
CABAZON FAMILY PARTNERSHIP NO 1  
2651 IRVINE AVE STE 141  
COSTA MESA CA 92627

519190024  
ELENOR SANTIAGO  
6240 TOPAZ ST  
RANCHO CUCAMONGA CA 91701

519190031  
JAE & SUN INV  
7101 PLAYA VISTA NO 316  
PLAYA VISTA CA 90066

525020003  
FRANK P. ESPOSITO  
1905 E FOOTHILL  
GLEN DORA CA 91741

526060006  
MORONGO BAND OF MISSION INDIANS  
12700 PUMARRA RD  
BANNING CA 92220



526070003  
MONICA NICOLE VARELA  
637 MICHIGAN AVE  
BEAUMONT CA 92223

519180026  
MKA CABAZON PARTNERSHIP  
2651 IRVINE AVE 141  
COSTA MESA CA 92627

525020004  
NEIL DILELLO  
5342 RUNNING FAWN CT  
RANCHO CUCAMONGA CA 91737

526070002  
MONICA HILL  
14089 ALMOND ST  
CABAZON CA 92230

519190005  
SC RETAIL  
1800 W KATELLA AVE  
ORANGE CA 92867

519190038  
DESERT LAND INV  
160 GREENTREE DR STE 101  
DOVER DE 19904

525020001  
FORTINO PERALTA ESTEBAN  
1509 SCOTT AVE  
POMONA CA 91767

523140014  
SOUTHERN PACIFIC TRANSPORTATION C  
1700 FARNAM ST 10TH FL S  
OMAHA NE 68102

525020002  
ESPOSITO RITA  
3960 S HIGUERA ST NO 158  
SAN LUIS OBISPO CA 93401

525020005  
JAAR  
PO BOX 1478  
BANNING CA 92220

519180001  
REX HENDRIX  
PO BOX 1020  
SANTA MARGAR CA 93453

519190026  
AT & T COMMUNICATIONS CALIF INC  
340 MT KEMBLE AVE  
MORRISTOWN NJ 07960

526090003  
ANNETTE RIVAS  
79321 PORT ROYAL  
BERMUDA DUNES CA 92203

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

Receipt #: 21-525352

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

Lead Agency: CLERK OF THE BOARD OF SUPERVISORS Date: 11/02/2021

County/Agency of Filing: RIVERSIDE Document No: E-202101183

Project Title: CUP NO. 200029, DEVELOPMENT AGREEMENT NO. 2000014; AND INTRODUCE READ TITLE, AND

Project Applicant Name: CLERK OF THE BOARD OF SUPERVISORS Phone Number: 951 955-1069 ZULY

Project Applicant Address: 4080 LEMON STREET 1ST FLOOR, RIVERSIDE, CA 92502

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
- Project that is exempt from fees (DFG No Effect Determination (Form Attached))
- Project that is exempt from fees (Notice of Exemption)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$0.00

Total Received \_\_\_\_\_ \$0.00

Signature and title of person receiving payment:

U. Sandral

Deputy

Notes:

2021 NOV 22 AM 10:20  
CLERK / BOARD OF SUPERVISORS

11/16/21 21.3  
2022-2-151125



Lead Agency: CLERK OF THE BOARD OF SUPERVISORS  
ATTN: ZULY MARTINEZ  
Address: 4080 LEMON STEET, 1ST FL  
RIVERSIDE, CA. 92502

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202101183  
11/02/2021 12:35 PM Fee: \$ 0.00  
Page 1 of 2

Removed: 11/10/21 By: *Lizzy Sawyer* Deputy  


### Project Title

NOTICE OF PUBLIC HEARING - CUP NO. 200029 AND DEVELOPMENT AGREEMENT  
NO. 2000014.

### Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: NOTICE OF PUBLIC HEARING

### Notes

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT IN THE PASS AREA PLAN, FIFTH 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, November 16, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the approval of **Conditional Use Permit No. 200029**, a proposal to occupy an existing 4,916 sq. ft. building to be used as a retail cannabis storefront with delivery in accordance with the terms of **Development Agreement No. 2000014**, a proposed 10 year agreement to grant the applicant vesting rights. APN: 519-190-032. The project is located North of Seminole Drive, East of Millard Pass Road, South of Service Road, and West of Deep Creek Road, in the Fifth Supervisorial District.

The proposed action is that the Board of Supervisors find that the project is **EXEMPT** from the California Environmental Quality Act (CEQA), approve **Conditional Use Permit No. 2000014**; and **Introduce, Read Title, and Waive Further Reading of, and Adopt on successive weeks Ordinance No. 664.85 approving DA 2000014.**

On August 4, 2021 the Planning Commission recommended that the Board of Supervisors deny the Conditional Use Permit and Development Agreement by a vote of 4-1. On October 19, 2021, the Board voted 5-0 to continue the item and directed staff to prepare approval findings. The Planning Department meeting documents for the proposed project may be viewed online under the Planning Commission hearing date on the Public Hearing page of the Planning Department website: <https://planning.rctlma.org/Public-Hearings>.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT RUSSELL BRADY, CONTRACT PLANNER, AT (951) 955-3025 OR EMAIL [RBRADY@RIVCO.ORG](mailto:RBRADY@RIVCO.ORG).

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

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

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

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

Dated: November 2, 2021

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