



COUNTY OF RIVERSIDE PLANNING DEPARTMENT STAFF REPORT

Agenda Item No.

4 . 4

Planning Commission Hearing: March 24, 2021

PROPOSED PROJECT

Case Number(s): GPA200001, CZ1900051

Applicant(s): Wah Taing

CEQA Exempt Sections 15061(b)(3) and 15303

Representative(s): Massoud Ghiam

Area Plan: Elsinore

Zoning Area/District: Lakeland Village District

Supervisory District: First District

Project Planner: Russell Brady

Project APN(s): 381-273-004


John Hildebrand
Planning Director

PROJECT DESCRIPTION AND LOCATION

General Plan Amendment No. 200001 is a proposal to change the Land Use designation from Community Development: Commercial Retail (CD:CR) to Community Development: Medium Density Residential (CD:MDR) on the 0.13 acre parcel.

Change of Zone No. 1900051 is a proposal to change the existing zoning classification from General Commercial (C-1/C-P) to One-Family Dwellings (R-1) on the 0.13 acre parcel.

The purpose behind the General Plan Amendment and Change of Zone is to be able to construct a one family dwelling on the property. A one family dwelling is not permitted by the current zoning on the property.

The above shall herein after be referred to as "the Project."

The Project site is located southeast of Evergreen Street and southwest of Grand Avenue.

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

STAFF RECOMMENDS THAT THE PLANNING COMMISSION:

ADOPT PLANNING COMMISSION RESOLUTION NO. 2021-001 recommending adoption of General Plan Amendment No. 200001 to the Board of Supervisors.

THAT THE PLANNING COMMISSION RECOMMENDS 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) and Section 15303, (New Construction or Conversion of Small Structures) based on the findings and conclusions in the staff report;

TENTATIVELY APPROVE GENERAL PLAN AMENDMENT NO. 200001, which changes the General Plan land use designation from Community Development: Commercial Retail (CD:CR) to Community Development: Medium Density Residential (CD:MDR) on the 0.13 acre parcel on Figure 3 of the Elsinore Area Plan and other related tables and figures, in accordance with Exhibit #6, based on the findings and conclusions incorporated in the staff report, pending final adoption of the General Plan Cycle Resolution by the Board of Supervisors; and

TENTATIVELY APPROVE CHANGE OF ZONE NO. 1900051, to amend the zoning classification for the subject property from General Commercial (C-1/C-P) to One-Family Dwellings (R-1) on the 0.39 acre parcel based upon the findings and conclusions provided in this staff report, and pending adoption of the zoning ordinance by the Board of Supervisors.

PROJECT DATA

Land Use and Zoning:

Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development
Proposed General Plan Foundation Component:	Community Development
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Proposed General Plan Land Use Designation:	Medium Density Residential (MDR)
Policy / Overlay Area:	Lakeland Village Policy Area
Surrounding General Plan Land Uses	
North:	Commercial Retail (CR)
East:	Mixed Use Area (MUA)
South:	Medium Density Residential (MDR), Mixed Use Area (MUA)
West:	Medium Density Residential (MDR), Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Proposed Zoning Classification:	One-Family Dwellings (R-1)
Surrounding Zoning Classifications	
North:	General Commercial (C-1/C-P)
East:	General Commercial (C-1/C-P)
South:	General Commercial (C-1/C-P), One-Family Dwellings
West:	One-Family Dwellings (R-1), General Commercial (C-1/C-P)

Existing Use:	Vacant land
Surrounding Uses	
North:	Vacant Land
East:	Vacant land
South:	Single-family residential
West:	Single-family residential , vacant Land

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.13 acres	N/A

Located Within:

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

PROJECT LOCATION MAP



Figure No. 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background

On December 30, 2019, the applicant, Taing Wah, submitted Change of Zone No. 1900051 (CZ1900051) which proposes to change project site's zoning classification from General Commercial (C-1/C-P) to One-Family Dwellings (R-1). Subsequently on April 9, 2020, the applicant submitted General Plan Amendment No. 200001 (GPA200001) which proposed to change the project site's land use designation from Commercial Retail (CR) to Medium Density Residential (MDR).

The applicant intends to construct a one-family dwelling on the property which is not currently permitted under the current zoning. The General Plan is also required to be amended for the proposed zone change to be supported by the General Plan. No subdivision or other development beyond the single family residence is anticipated by the project.

The site is surrounded by primarily one-family dwelling uses that exist to the south and west and vacant properties to the north and west. The site is separated from Grand Avenue by three vacant properties that along with its relatively small size at 0.13 acres (approximately 5,600 square feet) limit its feasibility for development for commercial uses as a single parcel controlled by the owner.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

The proposed General Plan Amendment and Change of Zone is exempt from California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines section 15061 (b) (3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment, known as the "common sense exemption." The use of this exemption is appropriate when it can be determined with certainty that the proposed General Plan Amendment and Change of Zone will not cause any significant environmental impacts. The proposed action meets this criteria since the

implementation of the change to the General Plan and Zoning would result in a single family residence. Therefore, it can be determined that there is no potential for causing a significant effect on the environment. While the allowable land uses would change from those allowed in the current General Plan land use designation of Commercial Retail (CR) and zone classification of General Commercial (C-1/C-P) to those allowed in the Medium Density Residential (MDR) land use designation and One-Family Dwelling (R-1) zone, the uses allowed in the Medium Density Residential (MDR) land use designation and One-Family Dwelling (R-1) zone are more narrow and residential focused which are more compatible with the surrounding existing residential land uses compared to those uses of the existing zones that allow for commercial uses. Therefore, the proposed General Plan Amendment and Change of Zone would accommodate a smaller range of uses that are typically less impactful to surrounding areas compared to some uses that may be allowed in the current zoning for the Project site.

In addition, the proposed Project would also be considered exempt under Section 15303 of the State CEQA Guidelines, which provides that new construction or conversion of small structures, including specifically the construction of a single-family residence would be exempt from CEQA. Although the project includes a General Plan Amendment and Change of Zone, the physical impacts to the environment that would result from the project and its implementation would be from a single family residence. Therefore, this exemption would also apply.

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 current General Plan Land Use Designation of Community Development: Commercial Retail (CD: CR). The General Plan Amendment proposes to change the land use designation to Community Development: Medium Density Residential (CD:MDR). This land use designation change is to facilitate the construction of a one-family dwelling on the site that would be consistent with the CD:MDR land use designation which generally allows single family residential land uses.
2. The project site is located within the Lakeland Village Policy Area. The intent of this policy area is to avoid flood hazards relative to Lake Elsinore and connecting drainages, developing safe pedestrian access in the area, development of park facilities, visual compatibility at gateway areas, mix of uses within mixed use areas, and encouraging walkability and bicycle use. The proposed project does not directly relate to the provisions of this policy area since it is located outside of a designated floodplain and not within a gateway area. The project would provide the necessary improvements with the anticipated development of a single family residence on the project site to meet any provisions relating to pedestrian access.
3. The project site currently has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the current General Plan Land Use Designation of Commercial Retail (CR). The proposed change of zone to One-Family Dwellings (R-1) would be consistent with the proposed amended land use designation of Community Development: Medium Density Residential (CD:MDR) since the land use designation generally allows for residential development and so would the proposed zoning.

Entitlement Findings:

General Plan Amendment

For an Entitlement/Policy General Plan Amendment, the following findings are required to be made:

Pursuant to Ordinance No. 348, the first two (1 – 2) findings are required and one additional finding is also required. The additional finding selected as the additional finding is that special circumstances or conditions have emerged that were unanticipated in preparing the General Plan.

1. The proposed changes do not involve a change in or conflict with:
 - a. The Riverside County Vision.

The Riverside County Vision, in its discussion on Population Growth, specifically provides, “New growth patterns no longer reflect a pattern of random sprawl. Rather, they follow a framework of transportation and open space corridors, with concentrations of development that fit into that framework. In other words, important open space and transportation corridors define growth areas.” The project site is located within a developed area and does reflect the logical extension of existing development patterns given the adjacent single-family residential development from the project site.

On the topic of Our Communities and Their Neighborhoods, the Riverside County Vision provides, “The planning process continues to refine acceptable densities as a means of accommodating additional growth so that the extensive permanent open space that now exists can be sustained.” The project is an example of that in that the proposed project would accommodate residential development on an already disturbed site within a developed area instead of new residential development in natural open space areas.

This is simply a sampling of the General Plan Vision Statement topics that the General Plan Amendment is consistent with and not an exhaustive list of Vision topics. There are no other provisions or statements within the Riverside County Vision that the General Plan Amendment is inherently inconsistent with. Therefore, the proposed General Plan Amendment would not conflict with the Riverside County Vision.

- b. Any General Planning Principle Set forth in General Plan Appendix B:

General Plan Principle I.C provides for Maturing Communities for every community to mature in its own way, at its own pace and within its own context. This Principle highlights that communities are not fixed in their development patterns, but that over time may transition, in particular to more feasible or desirable land uses, while still respecting the existing communities where they meet by transitioning densities and providing buffers where appropriate. Such maturing communities may require changes to land use designations to accommodate for growing residential demand and consolidation of commercial land uses. The project represents this through a re-evaluation of the appropriate land uses for this particular site and the area in general to change from non-residential to residential land use.

General Plan Principle I.G encourages efficient use of land by locating more intense development in appropriate areas. The proposed residential development would utilize a currently vacant site within a relatively developed area near Grand Avenue that represents the most efficient use of this land.

The General Plan Principle IV.A1 provides that the intent of the General Plan is to foster variety and choice in community development, particularly in the choice an opportunity for housing in various styles, of varying densities and of a wide range of process and accommodating a range of life styles in equally diverse community settings, emphasizing compact and highest density choices.

The General Plan Principle IV A.6.c provides, "Existing communities should be revitalized through development of under-used, vacant, redevelopment and or infill sites within existing urbanized areas. To the extent possible, attention should be focused on brownfields and other urban sites whose rehabilitation provides not only economic benefits but also environmental improvements. Steps to implement this principle include: Redesigning vacant land for higher density uses or mixed use, and providing incentives for assemblage of smaller parcels to create feasible infill projects that meet community goals and objectives." The project will occur on a relatively small vacant parcel between amongst residential uses. The General Plan Amendment will help provide uniformity with the adjacent residential projects and implement the overall intent of the General Plan.

This is simply a sampling of the Principles that the proposed General Plan Amendment is consistent with and not an exhaustive list of all consistent Principles. There are no Principles that the General Plan Amendment inherently conflict with. Therefore, the proposed General Plan Amendment would not conflict with the Riverside County General Planning Principles set forth in General Plan Appendix B.

- c. Any Foundation Component designation in the General Plan.

The proposed land use designation would be within the same Foundation Component of the General Plan. Thus, the proposed General Plan Amendment is consistent with the Community Development Foundation.

- 2. The proposed amendment would either contribute to the achievement of the purposes of the General Plan or, at a minimum, would not be detrimental to them.

The purposes of General Plan are to set direction for land use and development in strategic locations, provide for the development of the economic base, establish a framework of the transportation system, and the preservation of extremely valuable natural and cultural resources. The project is strategically planning for land uses in the area by providing for needed residential development within an area with residential uses already and removing a non-residential land use designation that is not feasible and potentially more impactful than residential development. Therefore, the proposed General Plan Amendment is not detrimental to the purposes of the General Plan and specifically implement it by strategically planning for land uses in specific locations.

- 3. Special circumstances or conditions have emerged that were unanticipated in preparing the General Plan.

It was unknown that the overall four parcels designated as Commercial Retail were not under the same ownership. Not being under the same ownership control makes development of a single owned parcel, in particular this parcel not fronting on Grand Avenue with approximately 0.13 acres infeasible for development consistent with the current Commercial Retail land use designation. For this circumstance alone that was not anticipated in the preparation of the General Plan and based on its limited size and location the current designation of Commercial Retail is not appropriate or feasible. The designation of the parcel as Medium Density Residential to construct a single family residence would be feasible and more appropriate given the circumstances now known.

Additionally, since 2008 when the last major update to the General Plan was begun, the County has designated a number of larger properties along Grand Avenue as Mixed Use Areas for purposes of the Housing Element to provide areas for higher density residential. While the intent of these is for higher density residential, the Mixed Use Areas also allow for commercial development to a certain degree within these areas. Due to this, potential commercial development on larger and potentially more attractive and feasible properties, it makes potential development of this portion of Commercial Retail land use designation less necessary and possibly less desirable for commercial development, in particular the parcel included in the project due to its location not fronting Grand Avenue.

The project site has been vacant since its designation as Commercial Retail since at least 2003. In the seventeen years since, the project site has been unable to attract a viable development or project with its current land use designation. The proposed project presents a viable use for the site with a Medium Density Residential land use designation.

Change of Zone:

1. The proposed change of zone is in conformance with the Elsinore Area Plan and the County of Riverside General Plan based on the proposed General Plan Amendment. The project site has a proposed General Plan land use designation of Medium Density Residential. The existing zoning classification of General Commercial (C-1/C-P) is not consistent with the proposed land use designation of Community Development: Medium Density Residential (CD:MDR). The proposed Change of Zone to One-Family Dwellings, provides consistency and conformity to the County of Riverside General Plan in terms of permitted uses and development intensity.
2. The Project site is comprised of one parcel for a total of 0.13 acres. The General Plan's proposed land use designation for the Project site is Community Development: Medium Density Residential (CD: MDR). Uses encouraged in this land use designation are generally residential uses, particularly one family residential uses. The proposed change of zone to One-Family Dwellings (R-1) would result in consistency with the General Plan in that uses permitted in the R-1 zone include primarily one-family dwellings. Therefore, the proposed Change of Zone is consistent with the General Plan's proposed land use designation of Community Development: Medium Density Residential (CD: MDR).
3. The change of zone is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, because no new development will directly occur on the project site as a result of this action. The project will change the general plan land use designation and zoning on the project site. The implementation of these changes is anticipated to result in the construction of a one-family dwelling, which is not anticipated to have any potential for a significant impact on the environment, in particular towards fish or wildlife, and as detailed in the CEQA findings is exempt from CEQA.

4. The proposed project is compatible with the existing surrounding land uses that consist primarily of one-family dwelling uses.

Other Findings:

1. The project site is not located within a Criteria Cell of the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP).
2. Since the Project is exempt from CEQA pursuant to Section 15061(b)3 and 15303, AB 52 notification is not required. Consultation pursuant to SB 18 is required due to the General Plan Amendment. In compliance with Senate Bill 18 (SB18), Riverside County requested a Sacred Lands File search and a consultation list on May 04, 2020 from the Native American Heritage Commission ("NAHC") of tribes whose historical extent includes the project area. Based on the June 11, 2020 list provided by NAHC, project notices were sent on July 14, 2020 to 18 Native American Tribal representatives. SB 18 consultations were requested by the Soboba Band of Mission Indians. No response was received from the Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Mission Indians, Cabazon Band of Mission Indians, Cahuilla Band of Indians, Juaneno Band of Mission Indians Acjachemen Nation, La Jolla Band of Mission Indians, Los Coyotes Band of Mission Indians, Morongo Band of Mission Indians, Pala Band of Mission Indians, Pauma & Yuima Reservation, Pechanga Band of Mission Indians (Chair), Ramona Band of Cahuilla Mission Indians, San Luis Rey Band of Mission Indians, Torres-Martinez Desert Cahuilla Indians. The Rincon Band of Luiseno Indians responded in a letter dated July 28, 2020. They did not request consultation at this time but requested to be notified of any changes to the project description. The Santa Rosa Band declined consultation in an email dated July 15, 2020. The Soboba Band requested consultation in a letter dated August 31, 2020. This project was discussed in a meeting held December 8, 2020. The tribe did not identify any sacred sites or any tribal cultural resources but they did recommend that the procedures to be followed in the event any previously unidentified cultural resources or human remains are identified during ground disturbing activities be placed on the project. Consultation was concluded the same day.
3. The project site is located within Zones 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 Zones B.
4. The project site is located within the City of Elsinore Sphere of Influence. The City of Elsinore was noticed for the public hearing and at the time of writing of this staff report no comments have been received.
5. The project site is not located within an Airport Influence Area ("AIA").

Conclusion:

For the reasons discussed above, the proposed project conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. Moreover, the proposed project would not be detrimental to the health, safety or general welfare of the community.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff

has not received written communication/phone calls from any persons indicating support/opposition to the proposed project.

RESOLUTION 2021-001
RECOMMENDING ADOPTION OF
GENERAL PLAN AMENDMENT NO. 200001

WHEREAS, pursuant to the provisions of Government Code Section(s) 65350/65450 et seq., a public hearing was held before the Riverside County Planning Commission in Riverside, California on March 24, 2021 to consider the above-referenced matter; and,

WHEREAS, all the procedures of the California Environmental Quality Act and the Riverside County Additional Procedures to Implement the California Environmental Quality Act have been satisfied and the recommendation to consider the project exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3) and Section 15303 and has been evaluated in accordance with the above-referenced Act and Procedures; and,

WHEREAS, the matter was discussed fully with testimony and documentation presented by the public and affected government agencies; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Planning Commission of the County of Riverside, in regular session assembled on March 24, 2021, that it has recommended that the project be found exempt from the California Environmental Quality Act and recommends the following based on the staff report and the findings and conclusions stated therein:

APPROVAL of GENERAL PLAN AMENDMENT NO. 200001.

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ1900051 GPA 200001
VICINITY/POLICY AREAS

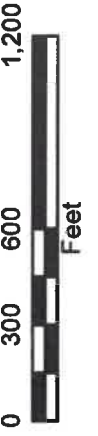
Date Drawn: 02/19/2021
 Vicinity Map

Supervisor: Jeffries
 District 1



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2009, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department at (951) 955-4277 (Eastern County) or Website: <http://www.riverside.ca.gov>

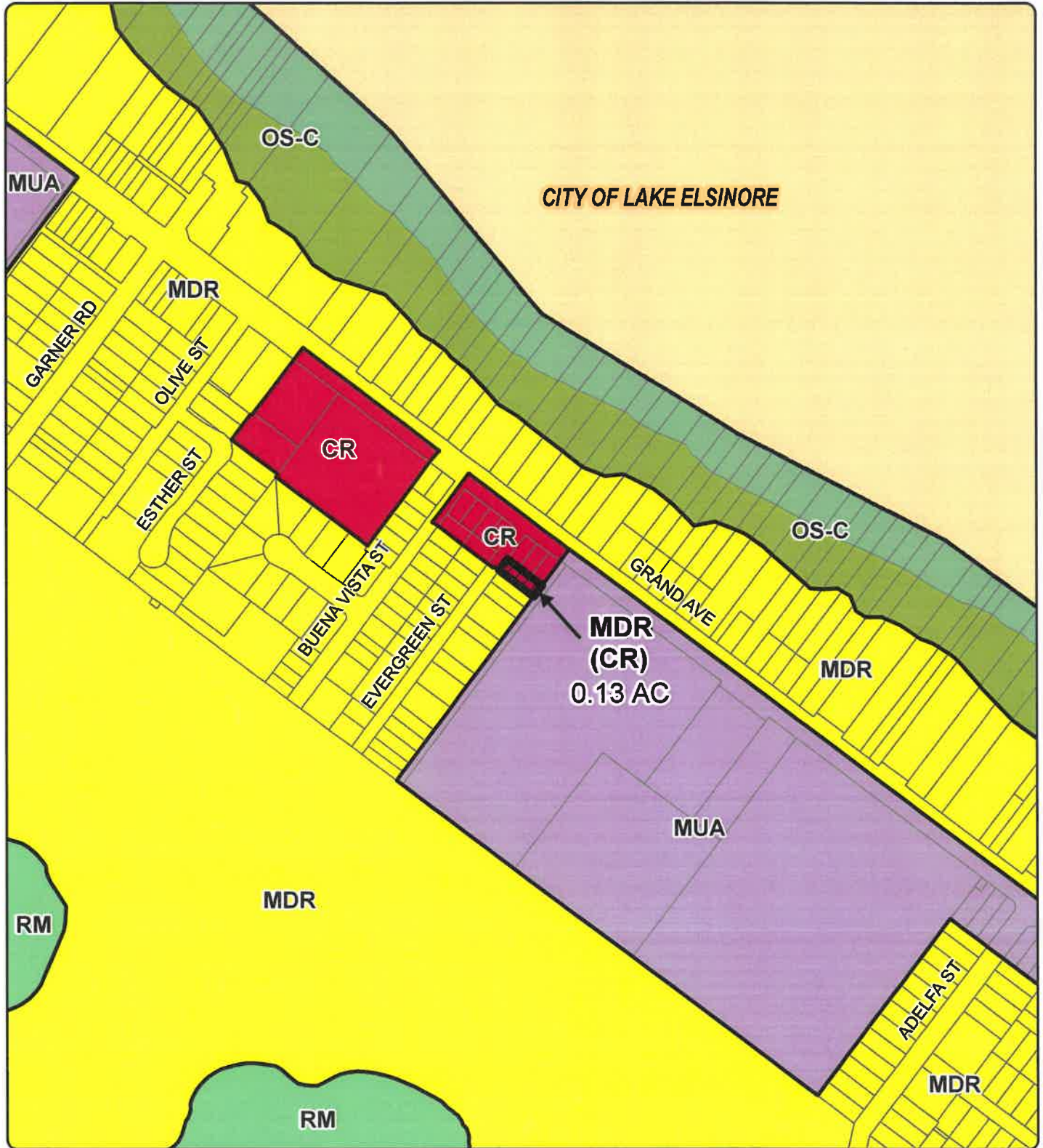
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ1900051 GPA200001

PROPOSED GENERAL PLAN

Supervisor: Jeffries
District 1

Date Drawn: 02/19/2021
Exhibit 6



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



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

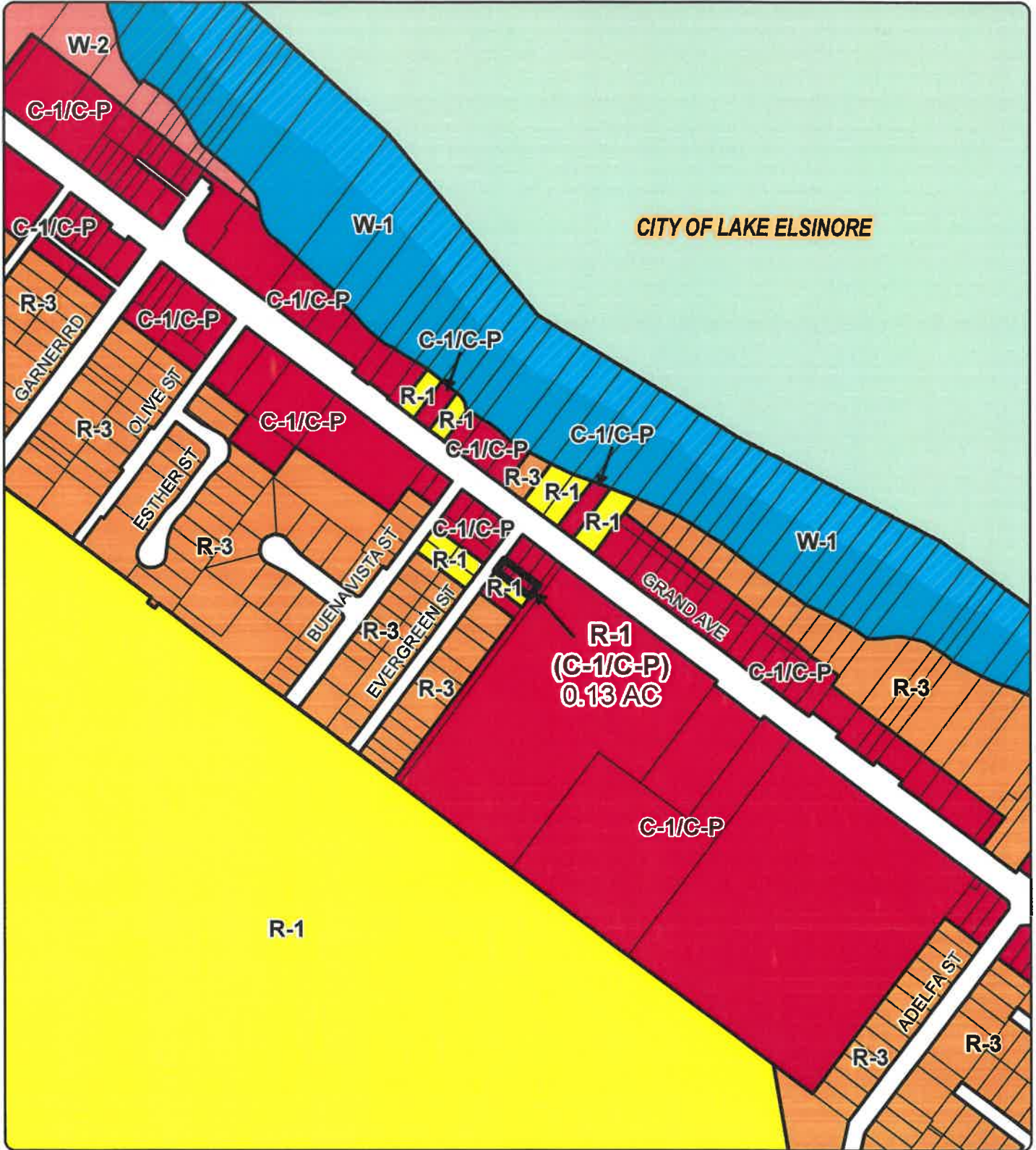
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ1900051 GPA200001

PROPOSED ZONING

Supervisor: Jeffries
District 1

Date Drawn: 02/19/2021
Exhibit 3



Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



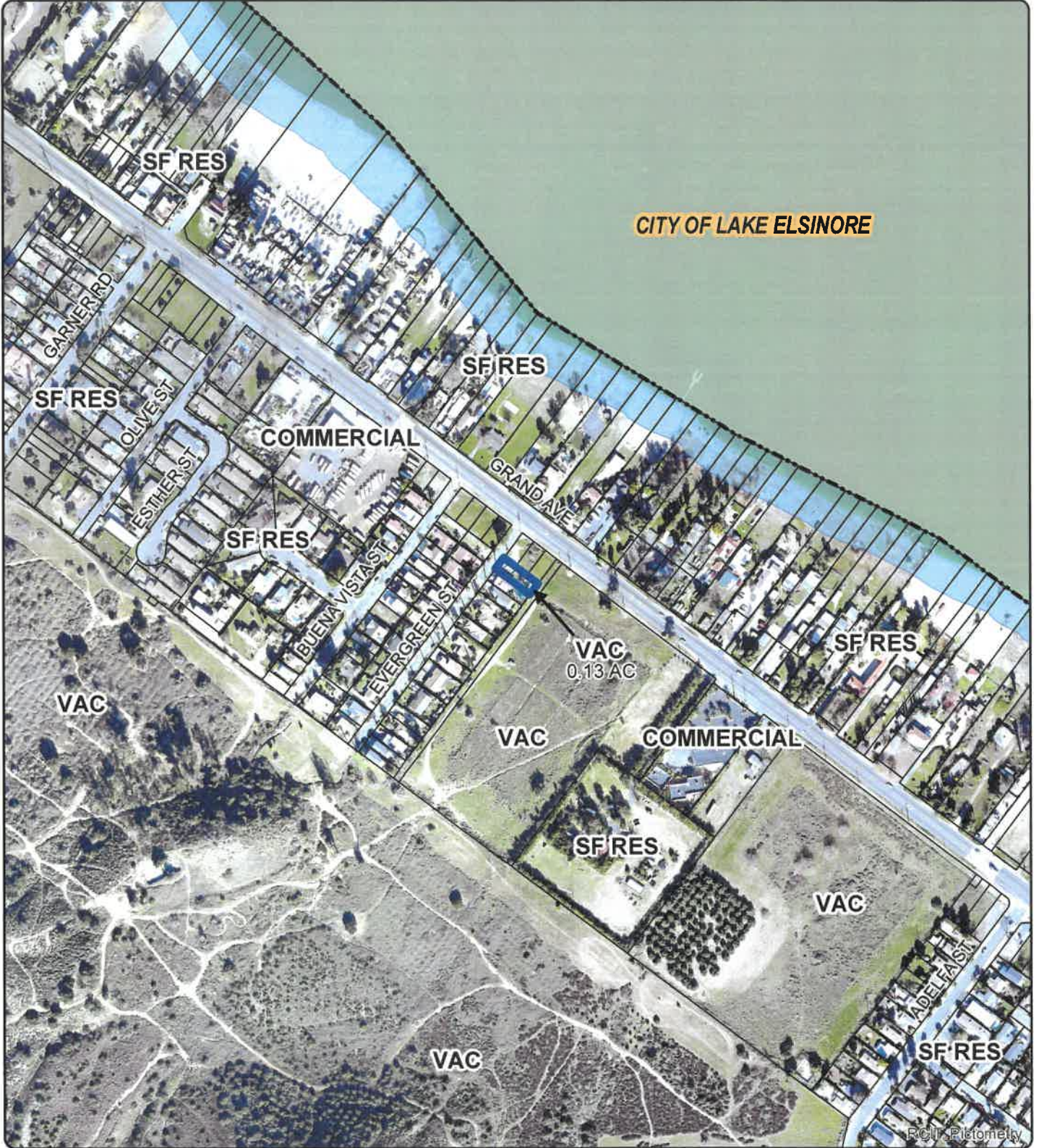
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RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ1900051 GPA200001

Supervisor: Jeffries
District 1

Date Drawn: 02/19/2021
Exhibit 1

LAND USE



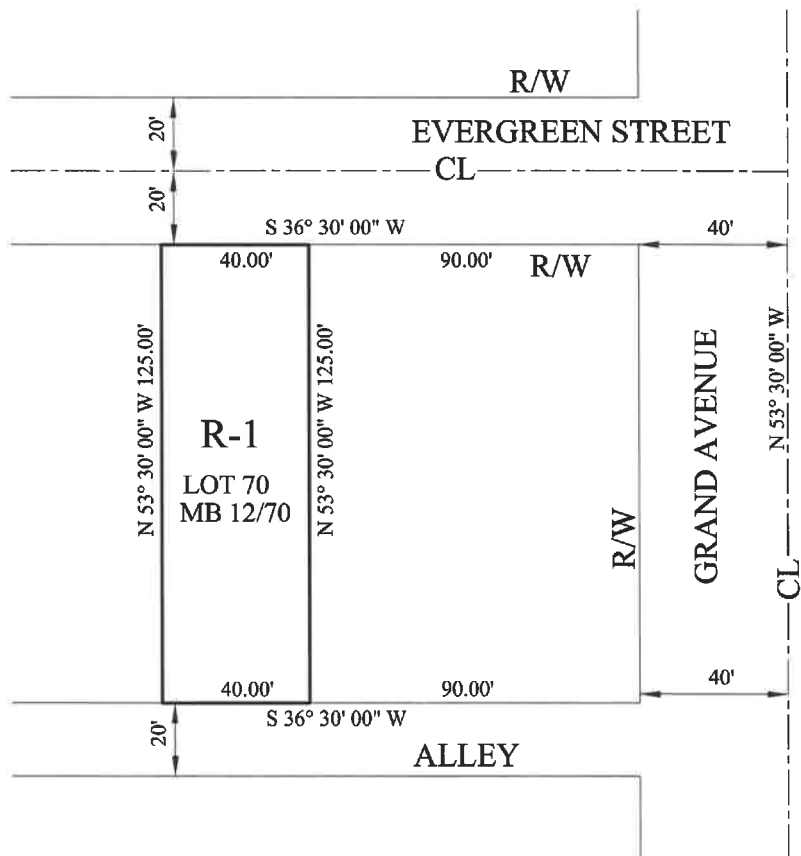
Zoning Dist: Lakeland Village

Author: Vinnie Nguyen



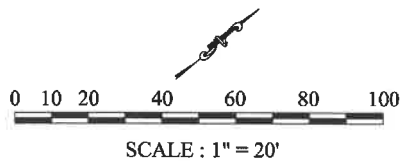
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SEC. 13 T6S R5W S.B.B.&M.



R-1

ONE-FAMILY DWELLINGS



MAP NO.
CHANGE OF OFFICIAL ZONING PLAN
LAKELAND VILLAGE
DISTRICT

CHANGE OF ZONE CASE NO. 1900051
ADOPTED BY ORDINANCE NO.
DATE:
RIVERSIDE COUNTY BOARD OF SUPERVISORS



RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

**APPLICATION FOR AMENDMENT TO THE
RIVERSIDE COUNTY GENERAL PLAN**

SECTIONS I, II, AND VI BELOW MUST BE COMPLETED FOR ANY AMENDMENT TO THE AREA PLAN MAPS OF THE GENERAL PLAN.

FOR OTHER TYPES OF AMENDMENTS, PLEASE CONSULT PLANNING DEPARTMENT STAFF FOR ASSISTANCE PRIOR TO COMPLETING THE APPLICATION.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

CHECK ONE AS APPROPRIATE:

- GENERAL (WITHOUT SPECIFIC PLAN) CIRCULATION SECTION
 GENERAL (WITH SPECIFIC PLAN)

I. GENERAL INFORMATION

APPLICATION INFORMATION

Applicant Name: WAH TAING , W. T. STAR CORPORATION

Contact Person: WAH TAING E-Mail: WAHTAING@ICLOUD.COM

Mailing Address: 1006 W. GRAHAM AVENUE Street
LAKE ELSINORE, CA 92530 City State ZIP

Daytime Phone No: (951) 587-5471 Fax No: ()

Engineer/Representative Name: MASSOUD GHIAM

Contact Person: MASSOUD GHIAM E-Mail: massoudg98@yahoo.com

Mailing Address: 24 Oakhurst Rd Street
IRVINE, CA 92620 City State ZIP

Daytime Phone No: (949) 307-5410 Fax No: ()

Property Owner Name: W. T. STAR CORPORATION

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

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

“Planning Our Future... Preserving Our Past”

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

Contact Person: WAH TAING E-Mail: WAHTAING@ICLOUD.COM

Mailing Address: 1006 W. GRAHAM AVENUE
Street
LAKE ELSINORE, CA 92530
City State ZIP

Daytime Phone No: (951) 587-5471 Fax No: ()

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

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the General Plan Amendment is ready for public hearing.)

WAH TAING , W. T. STAR CORPORATION

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

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

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 381-273-004

Approximate Gross Acreage: 0.11 ACR (5000 SF)

General location (nearby or cross streets): North of AKLEY STREET, South of GRAND AVENUE, East of HIGHWAY 74, West of CORIDON RD.

Existing Zoning Classification(s): C-1/C-P (CR)

Existing Land Use Designation(s): CR

Check the box(es) as applicable:

- Technical Amendment
- Entitlement/Policy Amendment
- Foundation Component Amendment-Regular
- Foundation Component Amendment-Extraordinary
- Agricultural Foundation Component Amendment

Proposal (describe the details of the proposed General Plan Amendment):

TO CHANGE EXISTING GENERAL PLAN DESIGNATION OF CR TO MDR,
WITHIN LAKELAND VILLAGE DISTRICT
TO BE ABLE TO CONSTRUCT A SINGLE FAMILY RESIDENCE

Related cases filed in conjunction with this request:

APPLICATION FOR CHANGE ZONE FROM C-1/C-P TO R-1

Is there previous development application(s) filed on the same site: Yes No

If yes, provide Application No(s). _____
(e.g. Tentative Parcel Map, Zone Change, etc.)

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

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

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

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

Name of Company or District serving the area the project site is located (if none, write "none.")	Are facilities/services available at the project site?	Yes	No
		Electric Company	SOUTHER CALIFORNIA EDISON
Gas Company	SOUTHERN CALIFORNIA GAS COMPANT	X	
Telephone Company	ATT AND VERIZON	X	
Water Company/District	ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)	X	
Sewer District	ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)	X	

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

- [Santa Ana River/San Jacinto Valley](#)
- [Santa Margarita River](#)
- [Whitewater River](#)

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE SITE DISCLOSURE STATEMENT

[Government Code Section 65962.5](#) requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is not located on or near an identified hazardous waste site.
- The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Owner/Representative (1) W.T. STAR CORPORATION / WAH TAING Date _____

Owner/Representative (2) _____ Date _____

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

II. AMENDMENTS TO THE AREA PLAN MAPS OF THE GENERAL PLAN:

AREA PLAN MAP PROPOSED FOR AMENDMENT (Please name):

LAKELAND VILLAGE DISTRICT

EXISTING DESIGNATION(S): CR

PROPOSED DESIGNATION(S): MDR

JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed.)

IT IS PROPOSED TO CONSTRUCT A SINGLE FAMILY HOME ON THIS PROPERTY.

WE WOULD LIKE TO CHANGE THE CR DESIGNATION TO MDR.

ALSO WE ARE REQUESTING ZONE CHANGE FROM C-1/C-P TO R-1

III. AMENDMENTS TO POLICIES:

(Note: A conference with Planning Department staff is required before application can be filed. Additional information may be required.)

A. LOCATION IN TEXT OF THE GENERAL PLAN WHERE AMENDMENT WOULD OCCUR:

Element: _____ Area Plan: _____

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

B. EXISTING POLICY (If none, write "none." (Attach more pages if needed): _____

C. PROPOSED POLICY (Attach more pages if needed): _____

IT IS PROPOSED TO CONSTRUCT A SINGLE FAMILY EE O THIS PROPERTY.
D. JUSTIFICATION FOR CHANGE (Please be specific. Attach more pages if needed): _____

IV. OTHER TYPES OF AMENDMENTS:

(Note: A conference with Planning Department and/or Transportation Department staff for amendments related to the circulation element is required before application can be filed. Additional information may be required.)

A. AMENDMENTS TO BOUNDARIES OF OVERLAYS OR POLICY AREAS:

Policy Area: _____
(Please name)

Proposed Boundary Adjustment (Please describe clearly): _____

B. AMENDMENTS TO CIRCULATION DESIGNATIONS:

Area Plan (if applicable): _____

APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

Road Segment(s) _____

Existing Designation: _____

Proposed Designation: _____

C. JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed):

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

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1019 GPA Condensed Application.docx
Created: 07/01/2015 Revised: 07/30/2018

NOTICE OF PUBLIC HEARING

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

GENERAL PLAN AMENDMENT NO. 200001 and CHANGE OF ZONE NO. 1900051 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense) and Section 15303 (New Construction or Conversion of Small Structures) – Applicant: Wah Taking – Engineer/Representative: Massoud Ghiam – First Supervisorial District – Lakeland Village Zoning District – Elsinore Area Plan – Community Development: Commercial Retail (CD-CR) – 0.13 Acres – Location: Southeasterly of Evergreen Street and southwesterly of Grand Avenue – Zoning: General Commercial (C-1/C-P) – **REQUEST:** The General Plan Amendment is a proposal to change the Land Use designation from Community Development: Commercial Retail (CD-CR) to Community Development: Medium Density Residential (CD-MDR) on the 0.13 acre parcel. The Change of Zone is a proposal to change the existing zoning classification from General Commercial (C-1/C-P) to One-Family Dwellings (R-1) on the 0.13-acre parcel. The purpose behind the General Plan Amendment and Change of Zone is to be able to construct a one family dwelling on the property. A one family dwelling is not permitted by the current zoning on the property. APN: 381-273-004.

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

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: <https://planning.rctlma.org/>. For further information regarding this project please contact the Project Planner Russell Brady at (951) 955-3025 or email at rbrady@rivco.org, or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

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

Any person wishing to comment on the proposed project may submit their comments in writing by mail or email, or by phone between the date of this notice and the public hearing; or, 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: Russell Brady
P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on February 19, 2021

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

APN (s) or case numbers CZ1900051 / GPA200001 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9TH Floor

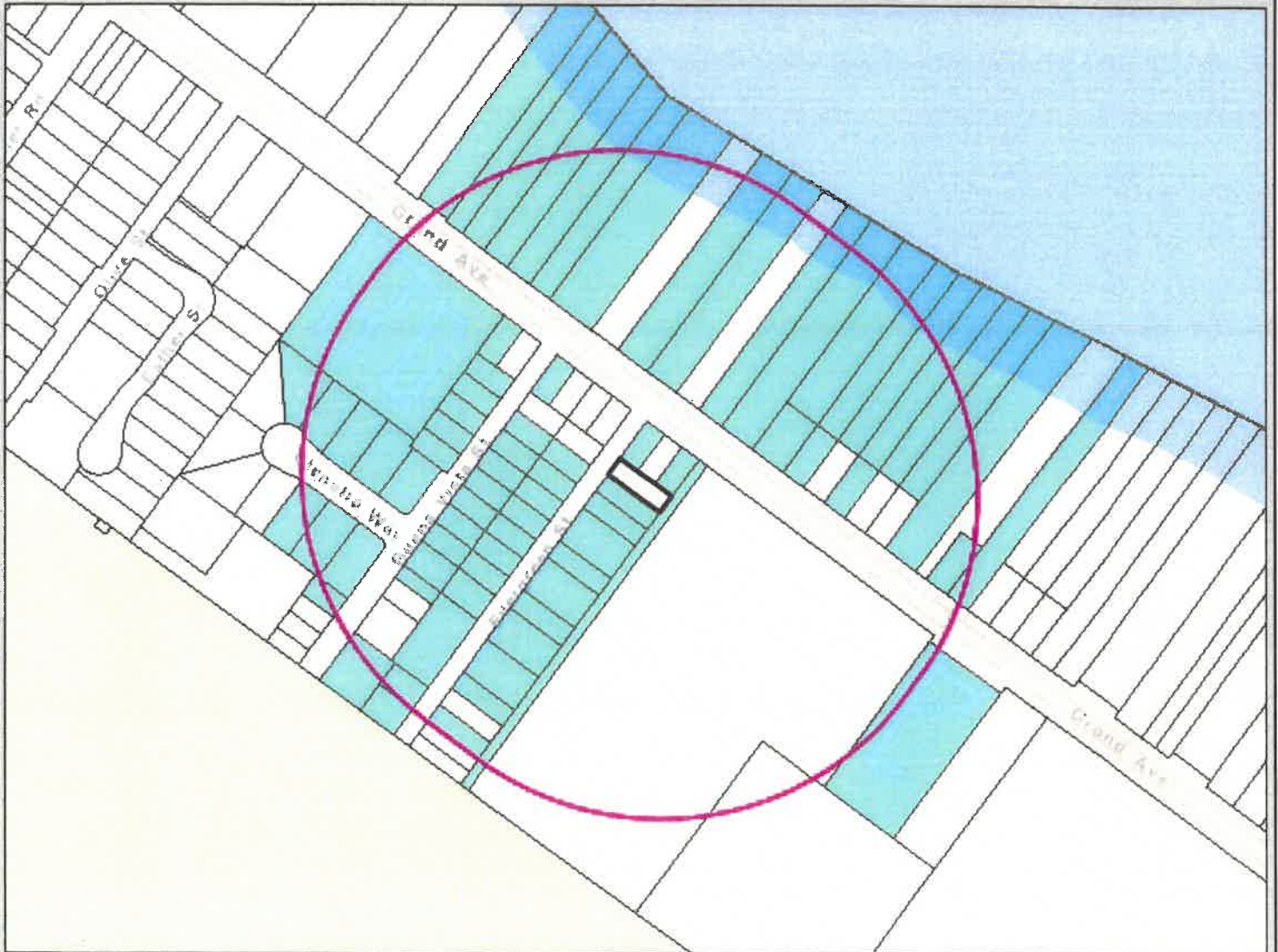
Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CZ1900051 / GPA200001

(600 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0 376 752 Feet

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

REPORT PRINTED ON... 2/18/2021 9:52:33 AM

© Riverside County RCIT

381272009
MARY ANN MONTOYA
33040 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272023
SANTOS VALLE
33140 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272030
LEE WILLIAMS
33027 EVERGREEN ST
LAKE ELSINORE CA 92530

381272036
ALMA I. ESPIRITU
33039 EVERGREEN ST
LAKE ELSINORE CA 92530

381273006
CESAR PEREZ RESENDES
33024 EVERGREEN DR
LAKE ELSINORE CA 92530

381284025
KURTIS CAFARO
33126 SHORELINE DR
LAKE ELSINORE CA 92530

381284026
REBECCA FAY WINGEN
16910 GLENETTA WAY
LAKE ELSINORE CA 92530

381110033
HOWARD D. ERIKSON
16860 GRAND AVE
LAKE ELSINORE CA 92530

381120005
KENNETH NORMAN CHRISTENSEN
5781 VALLECITO DR
WESTMINSTER CA 92683

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

381120014
BRET POLIZZI
17092 GRAND AVE
LAKE ELSINORE CA 92530

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

381271001
JEANNETTE M. LOVEDAY
3133 CHATEAU WAY
LEMON GROVE CA 91945

381110024
RICHARD L. CAMERON
16836 GRAND AVE
LAKE ELSINORE CA 92530

381120008
HARRY RYAN
17000 GRAND AVE
LAKE ELSINORE CA 92530

381272010
SOPHANNA CHHIM
33071 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272014
HT PROP
31902 AVENIDA EVITA
SAN JUAN CAPO CA 92675

381272017
CHARLES C. COWIE
33110 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272029
JOSE M. ESTRADA
33012 BUENA VISTA ST
LAKE ELSINORE CA 92530

381273018
RODGER A. CULPEPPER
33136 EVERGREEN DR
LAKE ELSINORE CA 92530

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

381271011
CARLOS ORTIZ
33019 BUENA VISTA ST
LAKE ELSINORE CA 92530

381271012
GEOFFREY C. DODGE
33174 SCHAPER ST
LAKE ELSINORE CA 92530

381284030
ANGEL VALLE ROMERO
16854 GLENETTA WAY
LAKE ELSINORE CA 92530

381284036
FERNANDO C. MIRAMONTEZ
16897 GLENETTA WAY
LAKE ELSINORE CA 92530

381284037
JAMES P. WINSOR
6724 GARLAND CT
ARVADA CO 80004

381272033
CORA YVETTE MERRITT
33063 EVERGREEN ST
LAKE ELSINORE CA 92530

381272034
JERRY L. REED
33073 EVERGREEN ST
LAKE ELSINORE CA 92530

381272037
NICOLAS A. DUQUE
33034 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272038
MARIA E. GONZALEZ
33051 EVERGREEN ST
LAKE ELSINORE CA 92530

381273003
ROY D. HASAL
30870 SARABIA
LAKE ELSINORE CA 92530

381273035
HANI S. KASSICIEH
P O BOX 8691
ANAHEIM CA 92812

381284027
SHANTHA LAKSHMAN SURaweera
11 LAS FIERAS
RCH SANTA MARGARITA CA 92688

381110023
DARRELL S. ELMORE
16738 LAKESHORE DR H287
LAKE ELSINORE CA 92530

381272001
LUIS BAEZ
2027 TURNBERRY
CORONA CA 92881

381273009
SCOTT R. SMITH
33040 EVERGREEN DR
LAKE ELSINORE CA 92530

381120002
FRANCIS L. HENKEL
P O BOX 1473
WILDOMAR CA 92595

381120009
SHOOK FAMILY TRUST
17030 GRAND AVE
LAKE ELSINORE CA 92530

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

381120042
ROGERS REVOCABLE LIVING TRUST DATED
PO BOX 701
LAKE ELSINORE CA 92531

381271010
REBECCA FIERRO
33035 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272012
HIEDI A. SWARTZ
P O BOX 3362
RANCHO CUCAMONGA CA 91729

381272013
ROBERT CLEVELAND
31088 LAHONTAN ST
TEMECULA CA 92592

381272028
ADOLFO S. RUIZ
33023 EVERGREEN
LAKE ELSINORE CA 92530

381272031
EDWARD LUJAN
33135 EVERGREEN DR
LAKE ELSINORE CA 92530

381272035
ADELE RODRIGUEZ
33022 BUENA VISTA ST
LAKE ELSINORE CA 92530

381273001
W T STAR CORPORATION
1006 W GRAHAM
LAKE ELSINORE CA 92530

381273005
STEVEN CYRUS JENNINGS
33020 EVERGREEN DR
LAKE ELSINORE CA 92530

381273016
JOHN D. ROUNSEFELL
33126 EVERGREEN DR
LAKE ELSINORE CA 92530

381272025
321 EVERGREEN LAKE
PO BOX 5000
RANCHO SANTA FE CA 92067

381273033
JOSE SOTELO
29068 TANGERINE WAY
LAKE ELSINORE CA 92530

381273034
EVERARDO R. SAENZ
33090 EVERGREEN DR
LAKE ELSINORE CA 92530

381273037
CHENG NAN TAI
12342 ROSE ST
CERRITOS CA 90703

381120001
VICTOR FONG
16862 GRAND AVE
LAKE ELSINORE CA 92530

381120004
KENNETH S. KWAK
11237 SEGRELL WAY
CULVER CITY CA 90230

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

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

381284035
MARK EVANS
1226 WESLEY AVE
PASADENA CA 91104

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

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

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

381273031
ROBERT PENALOZA SIERRA
4684 LOFTY GROVE DR
OCEANSIDE CA 92056

381273032
RAYMOND W. KOAGEL
16521 GRUNION LN NO 201
HUNTINGTON BEACH CA 92649

381284028
TIMOTHY L. TALBERT
16880 GLENETTA WAY
LAKE ELSINORE CA 92530

381284029
KATIE C. WHITTLE
3125 NE 64TH AVE
PORTLAND OR 97213

381110022
FLEMING FAMILY TRUST DATED 2/12/2020
23665 BIRTCHE DR
LAKE FOREST CA 92630

381110025
NANCY P. MAYO
2008 S ELECTRIC AVE
ALHAMBRA CA 91803

381120010
ARTURO BARRAGAN RODRIGUEZ
24447 THEDA ST
PERRIS CA 92570

381271004
ANTHONY MARTINEZ
33125 BUENA VISTA ST
LAKE ELSINORE CA 92530

381271008
PAUL KRAUSMAN
33011 BUENA VISTA ST
LAKE ELSINORE CA 92530

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

381271013
GEOFFREY C. DODGE
33039 BUENA VISTA
LAKE ELSINORE CA 92530

381272015
ROBERT M. CARRILLO
3447 WINDSONG ST
CORONA CA 92879

381272027
FERNANDO DELUNA
33008 BUENA VISTA ST
LAKE ELSINORE CA 92530

381272032
RAYMOND CARRILLO
33149 EVERGREEN DR
LAKE ELSINORE CA 92530

Applicant/Owner:

Wah Taing
1006 W Graham Avenue
Lake Elsinore, CA 92530

Engineer:

Massoud Ghiam
24 Oakhurst Road
Irvine, CA 92620

Applicant/Owner:

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1006 W Graham Avenue
Lake Elsinore, CA 92530

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Lake Elsinore, CA 92530

Engineer:

Massoud Ghiam
24 Oakhurst Road
Irvine, CA 92620

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

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



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

4 . 5

Planning Commission Hearing: March 24, 2021

PROPOSED PROJECT

Case Number(s): CUP190031 & DA1900019

Applicant(s):

Section 15301
& Section 15061(b)(3)

F2 – Palm Desert, LLC

CEQA Exempt

Representative(s):

Area Plan: Western Coachella Valley

South Cord Holdings, LLC

Zoning Area/District: Bermuda Dunes District

Supervisorial District: Fourth District

Project Planner: Gabriel Villalobos


John Hildebrand
Planning Director

Project APN(s): 748-370-011

PROJECT DESCRIPTION AND LOCATION

Conditional Use Permit No. 190031 (CUP190031) proposes to use an existing 2,572 square foot building as a storefront cannabis retailer with office space for the cannabis business.

Development Agreement No. 1900019 (DA1900019) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190031 and DA1900019, and provides community benefits to the Bermuda Dunes Area.

The project is located north of Varner Rd, east of Berkey Dr, south of Wildcat Dr, and west of Washington St.

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

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

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

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

TENTATIVELY APPROVE Development Agreement No. 1900019, 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. 190031, subject to the attached Advisory Notification Document and Conditions of Approval; and based upon the findings and conclusions provided in this staff report, subject to final approval of the Development Agreement ordinance by the Board of Supervisors.

PROJECT DATA

Land Use and Zoning:

Existing General Plan Foundation Component:	Community Development
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Surrounding General Plan Land Uses	
North:	Light Industrial (LI)
East:	Commercial Retail (CR)
South:	Commercial Retail (CR)
West:	Commercial Retail (CR)
Existing Zoning Classification:	General Commercial (C-1/C-P)
Surrounding Zoning Classifications	
North:	Industrial Park (I-P)
East:	SP Zone (SP #281)
South:	General Commercial (C-1/C-P)
West:	General Commercial (C-1/C-P)
Existing Use:	Commercial
Surrounding Uses	
North:	Vacant
South:	Drive-thru restaurant/Commercial
East:	Hotel/Commercial
West:	Storage/Commercial

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.50 acres	N/A
Proposed Building Area (SQFT):	2,572 sq.ft. (existing building)	N/A
Floor Area Ratio:	0.12 FAR	0.20 – 0.35 FAR
Building Height (FT):	19'-6"	50' max height

Parking:

Type of Use	Building Area (in SF)	Parking Ratio	Spaces Required	Spaces Provided
Cannabis Retailer	2,572	1 space/200 sq.ft. of gross floor area	13	13
TOTAL:	2,572		13	13

Located Within:

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

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background:

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

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

On May 19, 2020, the Board of Supervisors approved the second year of the Cannabis Regulatory Program, allowing interested parties to directly submit applications for Conditional Use Permits that will be evaluated through the environmental and public review and hearing process on a case-by-case basis. The application for CUP190034 and DA1900022 was submitted on June 29, 2020.

Project Details

The proposal is for the use of an existing 2,572-square-foot building for a Commercial Cannabis Retail Storefront in the Bermuda Dunes area of Riverside County. The existing building will be redeveloped and shall include interior tenant improvements to the building and the addition of signage to the exterior of the building. In addition to the proposed signage on the exterior of the proposed development, there is also an existing pole sign that is 45 feet high that was approved through building permit #BSN030049. The existing sign is proposed to be renovated as a sign for the cannabis business. The existing landscape and parking spaces shall remain the same.

The proposed Cannabis Retail Store would operate between the hours of 10 AM to 11 PM but would only be open to the public between the hours of 11 AM to 10 PM daily in compliance with the County of Riverside Ordinance No. 348 Section 19.505.I. The cannabis retail facility would have approximately ten (10) employees on site including security personnel. In addition, the parking ratio of 1 space/200 square feet of gross floor area will be used as required for the proposed facility, which equals to 13 parking spaces. The proposed number of spaces provided meets the 13-parking space requirement, since the existing site includes thirty (30) parking spaces. As such, there is no need for additional parking spaces and the existing parking striping shall remain the same. Two (2) ADA parking spaces are included as part of the 30 provided spaces, exceeding the requirement of 1 space set forth in Section 18.12.C of Ordinance No. 348.

General Plan Consistency

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

Zoning Consistency

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

Cannabis Separation Requirement

Per Section 19.519.A.2 of Ordinance No. 348, Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. As of the writing of this staff report, Condition Use Permit No. 200015, was recommended for approval by the Planning Commission on January 20, 2021 and is located within the 1,000-foot buffer of this project site. Board Policy F-7 provides that the number of cannabis retailers located within a Commercial Retail Corridor is limited to one (1) for each 2,000 inhabitants of the census tract in which the cannabis retailers are located. The project is located within Census Tract 514, with a 2017 population of 6,755 which equates a total of three (3) cannabis retailers which may be located within the census tract.

As such, the project is allowed with an approved conditional use permit at the proposed project site as the proposed cannabis retailer serves an area of increased density/consumer traffic with proximity to the City of Indio with an estimated 2019 population of 91,765 and the City of Palm Desert with an estimated 2019 population of 53,275. In addition, the project site is located within a Commercial Retail Corridor as it is located within one-half mile of the Interstate 10 freeway.

The applications for Development Agreement No. 1900011 and Conditional Use Permit No. 190031 were submitted to the County of Riverside on August 12, 2019.

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301(Existing Facilities). This exemption specifically provides that “the key consideration is whether the project involves negligible or no expansion of use” and examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP190031 shall include renovation of an existing 2,572 square foot building used for commercial purposes to be used as a Cannabis retail storefront. Renovations proposed include interior partitions as well as minor modifications to the exterior of the building including adding signage for the proposed building. No demolition is proposed as part of this project.

None of the exceptions pursuant to State CEQA Guidelines section 15300.2 would occur. The Project would not have a significant effect on the environment due to unusual circumstances; would not result in a cumulative impact; would not impact any historic resources; and is not located on a hazardous site or location. The proposed cannabis related use does not present any unusual circumstances since it would

present similar environmental impacts compared to any other retail use that would be permitted to occupy the project site. Since all impacts of the proposed use would be similar to other uses that would occupy the space, all potential cumulative impacts of this use were also previously addressed in the prior approvals. No historic resources are known to exist on the site that could be impacted since the site is recently developed. The site is not known to be located on a hazardous site based on available data. Additionally, since the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Accordingly, there are no exceptions to the above categorical exemptions that would prevent them from applying.

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which provides: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the demolition of the existing modular structure onsite and the construction of a new 2,500 square foot Cannabis retail storefront. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

FINDINGS AND CONCLUSIONS

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

Land Use Findings:

1. The project site has a General Plan Land Use Designation of Commercial Retail (CR). The proposed project is conditionally consistent with the land use designation as the project does not meet the Commercial Retail floor area ratio (FAR) requirement of 0.20 to 0.35 FAR. The project will redevelop an existing 2,572 square foot building on a 0.5 acre or 21,780 square foot parcel, which equals a FAR of approximately 0.11. Per Land Use Policy LU 29.10, FAR is intended for planning purposes only and the Planning Director or his/her designee shall have the discretion to authorize the use of a FAR that is less intense in order to encourage good project design and efficient site utilization. This project will implement a less intense FAR than required, but given the limitations of the parcel on which the project is proposed, the project will implement good project design that utilizes the available space for both

parking and landscaping to accommodate the proposed use and increase the aesthetic appeal of the new development. As such, planning staff has made the determination that the project meets the requirement and is consistent with the CR land use designation.

The Commercial Retail land use designation 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 this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

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

2. The project site has a Zoning Classification of General Commercial (C-1/C-P), which is consistent with the Riverside County General Plan, including the applicable Foundation Component and Land Use Designation identified above. The proposed use of a storefront cannabis retail facility is allowed within the C-1/C-P zone per Section 19.518.A.2 of Ordinance No. 348 with an approved conditional use permit.
3. The proposed use, a Cannabis Retailer, is consistent with Ordinance No. 348 (Land Use) and is allowed within the General Commercial (C-1/C-P) Zoning Classification, subject to Conditional Use Permit approval.
4. The uses surrounding the project site include a variety of commercial uses including a drive-thru restaurant to the south, a motel to the east and a self-storage facility to the west, with vacant land to the north. The parcels surrounding the project site are zoned General Commercial (C-1/C-P) and Industrial Park (I-P). As such, the project use is compatible with the surrounding uses as it meets the minimum development standards as defined through Ordinance No. 348.

Conditional Use Permit Findings:

1. The proposed use will not be detrimental to the health, safety, or general welfare of the community since the project has been reviewed by County departments specifically for these concerns and has received departmental approvals and has been designed and conditioned to protect the health, safety, and general welfare of the community. Based on the findings included in this staff report and with compliance with the conditions set forth in the advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community and is subject to those conditions necessary to protect the health, safety, and general welfare of the community.

2. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is located on a parcel that supports the proposed development while being consistent with both the General Plan and zoning ordinance. The site is located adjacent to other properties which are designated Commercial Retail (CR) to the east, west and south which encourage suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. In addition, the land to the north is designated as Light Industrial (LI) which allows for a wide variety of industrial and related uses, including supporting retail uses. The proposed use, a cannabis retail storefront, would provide community benefits and retail services for the surrounding community. Therefore, the proposed project conforms to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.
3. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. Under the current CUP application, this requirement does not apply as there are no additional structures being proposed, as such no condition is required.

Permit Requirements for All Commercial Cannabis Activities:

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

- e) 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the County upon request.
- f) Sensors shall be installed to detect entry and exit from all secure areas.
- g) Panic buttons shall be installed in all Commercial Cannabis Activities.
- h) Any bars installed on the windows or the doors of a Commercial Cannabis Activity shall be installed only on the interior of the building.
- i) Security personnel must be licensed by the State of California Bureau of Security and Investigative Services.
- j) A Commercial Cannabis Activity shall have the capability to remain secure during a power outage and all access doors shall not be solely controlled by an electronic access panel to ensure locks are not released during a power outage.
- k) A Commercial Cannabis shall cooperate with the County and, upon reasonable notice to the Commercial Cannabis Activity, allow the County to inspect or audit the effectiveness of the security plan for the Commercial Cannabis Activity.
- l) The permittee for a Commercial Cannabis Activity shall notify the Riverside County 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.
- m) Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security personnel.
- n) Cannabis or Cannabis Products shall not be stored outside at any time.

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

Cannabis Retailer Minimum Standards:

General Location

1. *Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of Ordinance No. 348. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. No variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.*
2. *Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. Per Section 19.519.A.2 of Ordinance No. 348, Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. As of the writing of this staff report, Condition Use Permit No. 200015, was recommended for approval by the Planning Commission on January 20, 2021 and is located within the 1,000-foot buffer of this project site. Board Policy F-7 states the number of cannabis retailers located within a Commercial Retail Corridor is limited to one (1) for each 2,000 inhabitants of the census tract in which the cannabis retailers are located. The project is located within Census Tract 514, with a 2017 population of 6,755 which equates a total of three (3) cannabis retailers which may be located within the census tract by right.*

As such, the project shall be allowed by right to be located at the proposed project site as the proposed cannabis retailer serves an area of increased density/consumer traffic with proximity to the City of Indio with an estimated 2019 population of 91,765 and the City of Palm Desert with an estimated 2019 population of 53,275. In addition, the project site is located with a Commercial Retail Corridor as it is located within one-half mile of the Interstate 10 freeway. The proposed location would serve the public convenience or necessity by satisfying a higher demand for cannabis retail locations.

3. *Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 500 feet of the site.*
4. *Cannabis Retailers shall not be located on a lot containing a residential dwelling unit. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.*

Setbacks

5. *All Cannabis Retailers shall comply with the setback standards for the zone classification they are located in, except when adjacent to a residential zone where the minimum setback from the residentially zoned lot lines shall be 40 feet.* The project is located within the General Commercial (C-1/C-P) zone which states there are no yard requirements for buildings which do not exceed 35 feet in height. The existing building shall have a maximum height of 19.5 feet which does not exceed the 35-foot limit. Additionally, the project is not located next to a residentially zoned parcel, as such, no additional setback requirements are required.
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 6 AM to 10 PM.

Retail Operational Requirements

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

- D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 9 – Cannabis Retail Operations – 4)*
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 10 – Cannabis Retail Operations – 5)*
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 11 – Cannabis Retail Operations – 6)*
- G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. (Advisory Notification Document Planning-All. 12 – Cannabis Retail Operations – 7)*
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 13 – Cannabis Retail Operations – 8)*
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 14 – Cannabis Retail Operations – 9)*
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 2 – Cannabis Retail Operations – 10)*
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. It has been conditioned that the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples*

on the Cannabis Retailer's lot. (Advisory Notification Document Planning-All. 3 – Cannabis Retail Operations – 11)

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

Cannabis Retail Findings:

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

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

1. The development standards of the C-1/C-P 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 this 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 proposed project meets this development standard as the highest portion of the proposed building is 19.5 feet high, as such, there are no yard requirements for this project.
- c. *No building or structure shall exceed fifty (50') feet in height, unless a greater height is approved pursuant to Section 18.34. of Ordinance No. 348. In no event, however, shall a building or structure exceed seventy-five (75') feet in height, unless a variance is approved pursuant to Section 18.27 of Ordinance No. 348.* This project meets this development standard as the existing building is no more than 19.5 feet high and the existing sign is 45 feet high and is under the height limit for this zoning classification.
- d. *Automobile storage space shall be provided as required by Section 18.12. of this ordinance.* The proposed project is considered a Cannabis retailer which a parking ratio of 1 space per 200 square feet of gross floor area which would result in a parking requirement of 13 parking spaces. The project meets this development standard as the proposed project provides thirty (30) parking spaces, including two (2) ADA-accessible spaces.
- e. *All roof mounted mechanical equipment shall be screened from the ground elevation view to a minimum sight distance of 1,320 feet.* The project meets this development standard as there is no mechanical equipment to be located on the roof of the proposed new building.

Other Findings:

1. The project site is not located within a Criteria Cell of the Western Riverside County Multiple Species Habitat Conservation Plan.
2. The project site is located within the City of Palm Desert Sphere of Influence. This project was provided to City of Palm Desert for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is located within the Bermuda Dunes Airport Influence Area (AIA) boundary and is therefore subject to the Airport Land Use Commission (ALUC) review. This project was submitted to ALUC for review and on August 13, 2020 was found to be consistent with the 2004 Bermuda Dunes Airport Land Use Compatibility Plan, provided that the County of Riverside applies the conditions of approval included in their consistency letter that have been included as conditions on the project.
4. The project is exempt from CEQA and therefore is not subject to AB 52 tribal consultation.
5. The project site is located within Zone B of the Mount Palomar Observatory Lighting Zone boundary, as identified by Ordinance No. 655 (Mt. Palomar). The project is required to comply with all lighting standards specified within Ordinance No. 655, pursuant to Zone B.
6. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP").

Fire Findings:

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

Development Agreement:

The applicant has proposed entering into the attached draft Development Agreement No. 1900019 (DA) with the County for the Project. The DA is consistent with the General Plan and Board Policy B-9. Additionally, the advisory notification document, conditions of approval, and entitlement approvals are incorporated in the exhibits of the DA and will ensure that the project is developed in a way that would not conflict with the public’s health, safety or general welfare. The DA has a term of 10 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the DA. In exchange, the DA provides certain public benefits that go beyond the basic requirements of the County including annual public benefit payments, which will be used for additional public safety services, infrastructure improvements or community enhancement programs.

Approval Requirements and Conclusion:

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

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper on March 14, 2021. Additionally, public hearing notices were mailed to property owners within 800 feet of the project site. As of the writing of this report, Planning Staff has not received any written communications or phone calls indicating support or opposition to the proposed project.

RIVERSIDE COUNTY PLANNING DEPARTMENT

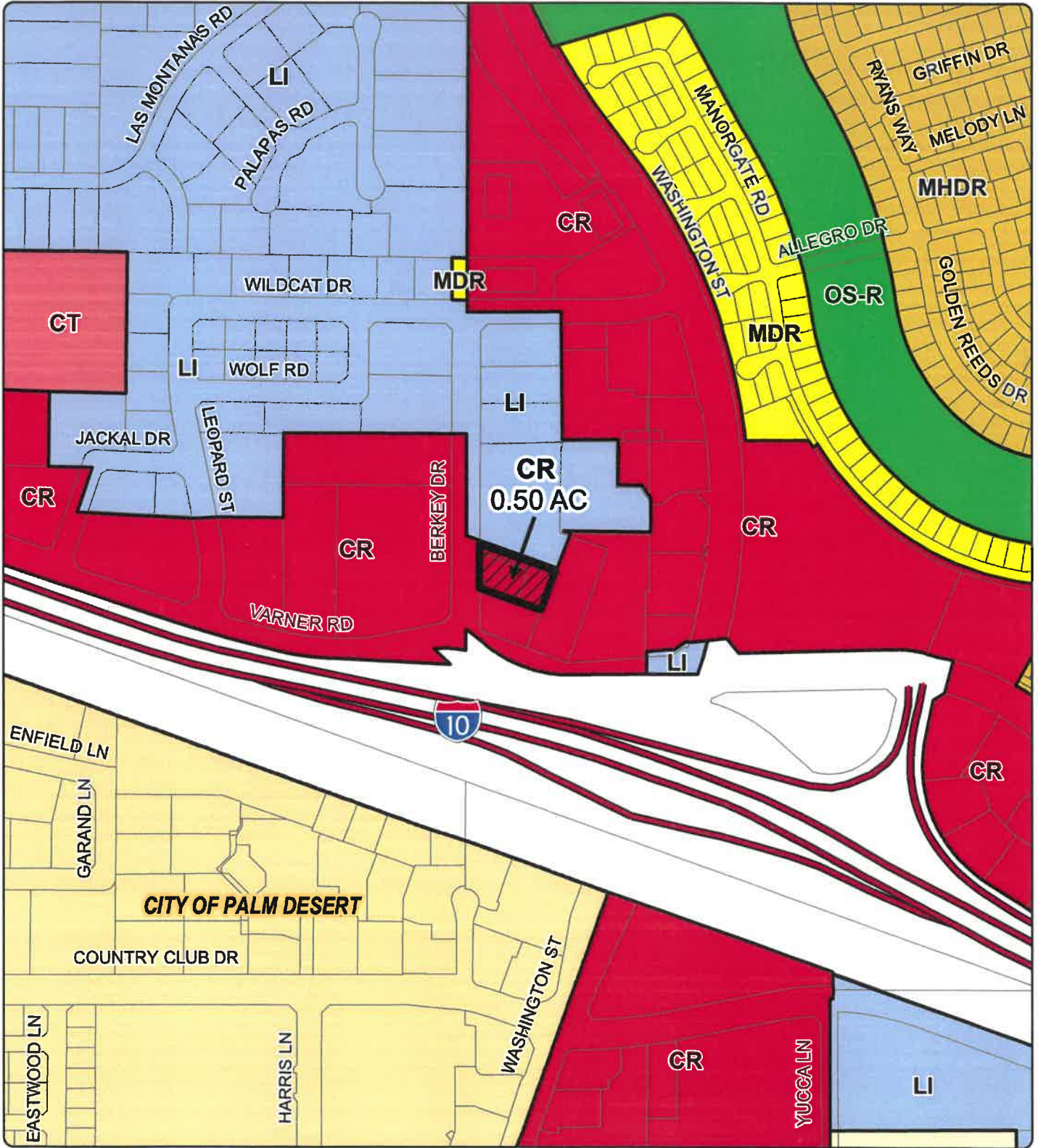
CUP190031 DA1900019

EXISTING GENERAL PLAN

Supervisor: Perez
District 4

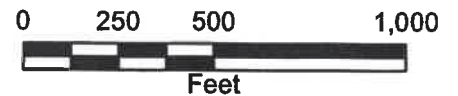
Date Drawn: 11/17/2020

Exhibit 5



Zoning Dist: Bermuda Dunes

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://planning.rcfdm.org>

RIVERSIDE COUNTY PLANNING DEPARTMENT

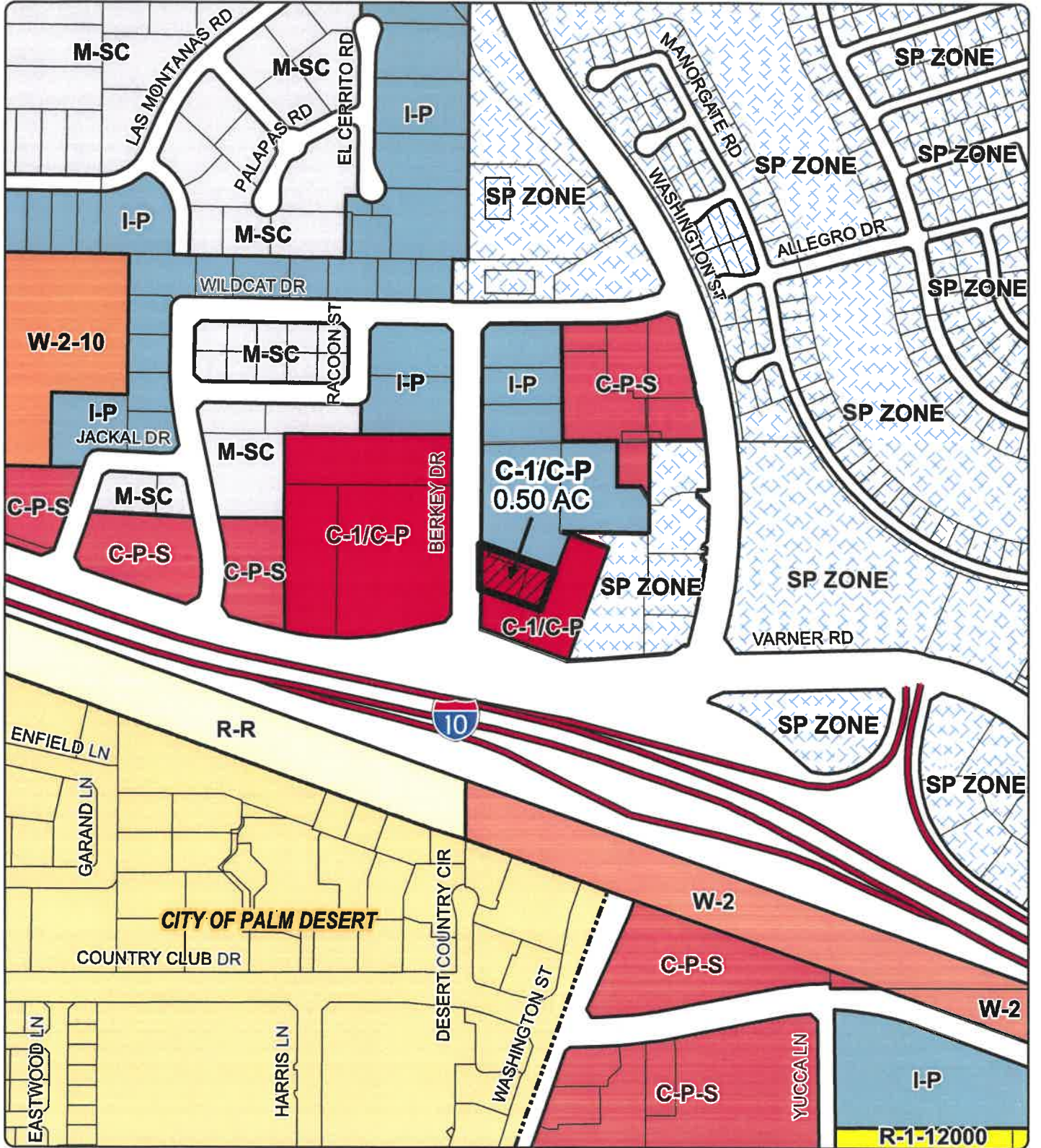
CUP190031 DA1900019

Supervisor: Perez
District 4

Date Drawn: 11/17/2020

Exhibit 2

EXISTING ZONING



Zoning Dist: Bermuda Dunes

Author: Vinnie Nguyen



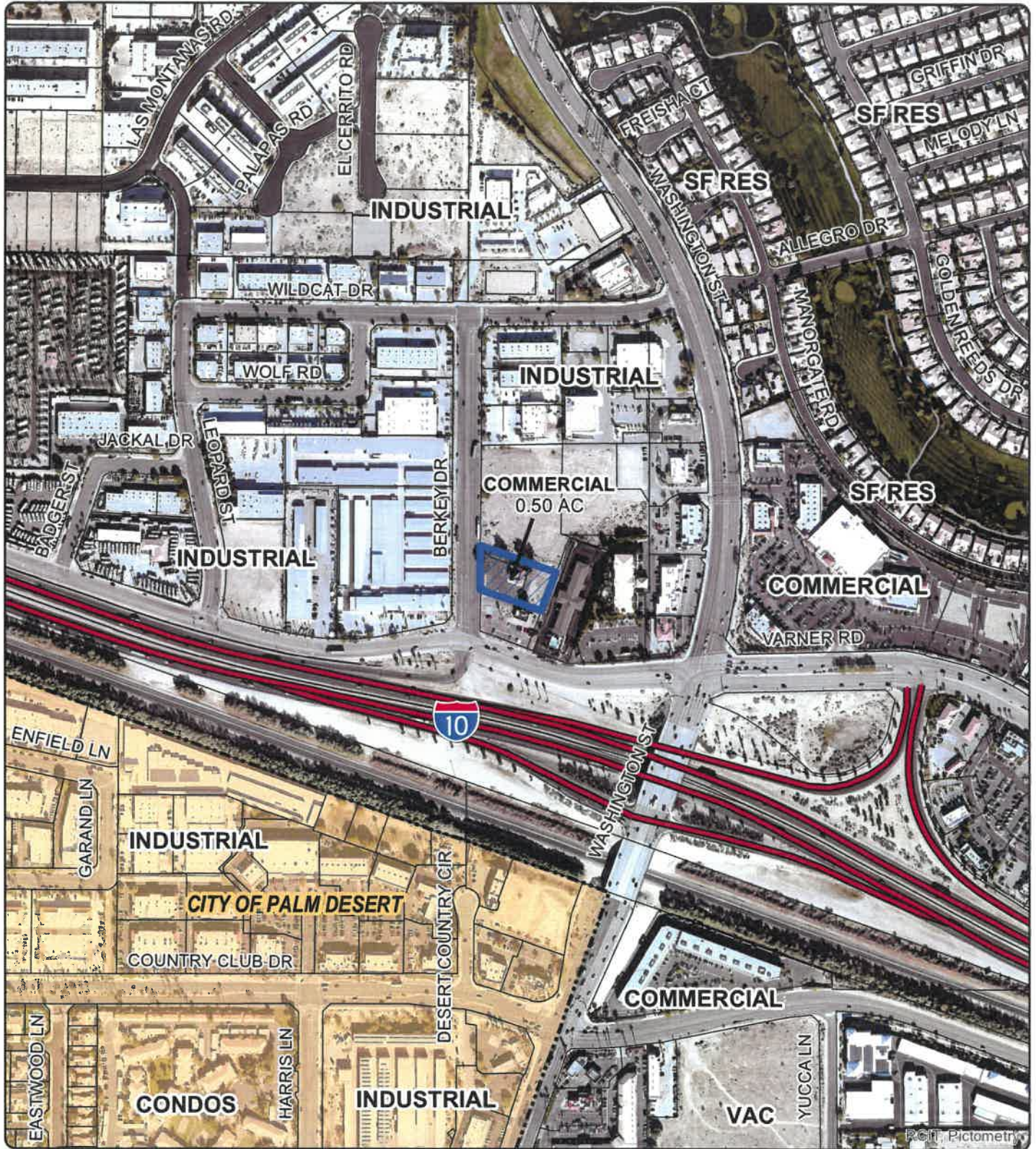
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**RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP190031 DA1900019**

Supervisor: Perez
District 4

Date Drawn: 11/17/2020
Exhibit 1

LAND USE



Zoning Dist: Bermuda Dunes

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://planning.rcdmia.org>

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP190031 DA1900019
VICINITY/POLICY AREAS

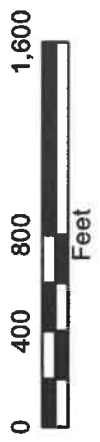
Supervisor: Perez
 District 4

Date Drawn: 11/17/2020
 Vicinity Map



Zoning Dist: Bermuda Dunes

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2020, 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 at (951) 851-5877 (Riverside County) or Website <http://planning.riverside.ca.gov>

NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)

39420 BERKEY DRIVE
 PALM DESERT, CA 92211

Digitally signed by
 Nicholas Burbick
 Date: 2020.12.21 12:48:28
 -08'00'



CLIENT:
 F2-PALM DESERT, LLC
 ALBERTO ANI MARCIANO
 28 HAWTHORND
 IRVINE, CA 92618
EMAIL: jon@caochandhowell.com
PHONE: 714-522-5553

VICINITY MAP



NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)
 39420 BERKEY DRIVE
 PALM DESERT, CA 92211

PROJECT SHEET INDEX

SHEET	SHEET TITLES
AL00	PROJECT - COVER SHEET
AL01	U.S. GEOLOGICAL SURVEY QUADRANGLE MAP
AL02	PHOTO SHEET
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AL04	PROPOSED FLOOR PLAN
AL05	PROPOSED ELEVATIONS
AL06	EXISTING ELEVATIONS
AL07	PHOTOMETRIC SITE PLAN
AL08	PHOTOMETRIC SITE PLAN
AL09	PHOTOMETRIC SITE PLAN
AL10	PHOTOMETRIC SITE PLAN

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PROJECT: 201800064
 CLIENT: F2-PALM DESERT, LLC
 39420 BERKEY DRIVE
 PALM DESERT, CA 92211
 PHONE: 714-522-5553

GRAPHIA
 ARCHITECTS & ENGINEERS
 180 GARDEN AVENUE, SUITE 100
 PALM DESERT, CA 92211
 PHONE: 714-522-5553
 www.graphia.com

F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)
 39420 BERKEY DRIVE
 PALM DESERT, CA 92211

NEW CONDITIONAL USE PERMIT FOR:

TITLE: F2 - PALM DESERT, LLC
 PROJECT: 201800064
 ARCHITECT'S APPROVAL: [Signature]

APPLICABLE BUILDING CODES
TITLE 19, CALIFORNIA CODE OF REGULATIONS, PUBLIC SAFETY, FIRE REGULATIONS
2018 CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, PART 1
2018 CALIFORNIA BUILDING CODE (CBC), TITLE 24, PART 2
2018 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24, PART 3
2018 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24, PART 4
2018 CALIFORNIA PLUMBING CODE (CPC), TITLE 24, PART 5
2018 CALIFORNIA FIRE CODE (FC), TITLE 24, PART 9
2018 CALIFORNIA HEALTH CARE FACILITY CODE (HCFC), TITLE 24, PART 11
2018 CALIFORNIA GREEN BUILDING STANDARDS, TITLE 24, PART 13
2018 CODE CHAPTER 35 AIRBORNE DUST CHAPTER 35, INCLUDING:
1. TITLE 24, PART 11, SPECIAL SYSTEMS (CALIFORNIA AIRBORNE DUST)
2. TITLE 24, PART 11, SPECIAL SYSTEMS (CALIFORNIA AIRBORNE DUST)
3. TITLE 24, PART 12, FIRE ALARMS CODE (CALIFORNIA AIRBORNE DUST)

BUILDING AREA ANALYSIS			
UNCOMPLETED AREA:	EXISTING AREA	NEW AREA	TOTAL AREA
TOTAL UNCOMPLETED AREA:	0 SF	0 SF	0 SF
COMPLETED AREA:	2,572 SF	0 SF	2,572 SF
TOTAL COMPLETED AREA:	2,572 SF	0 SF	2,572 SF
TOTAL BUILDING AREA:	2,572 SF	0 SF	2,572 SF
TOTAL BUILDING COVERAGE:	11.37%	0%	11.37%
TOTAL SITE AREA:	22,625 SF	0 SF	22,625 SF

EXTERIOR COLORS	
ROOFING:	NO CHANGE
WALLS:	NO CHANGE
DOORS:	NO CHANGE
WINDOWS:	NO CHANGE
WALL BOOP:	NO CHANGE
WALL BOOP TRIM:	NO CHANGE

PROJECT SCOPE

PROJECT SCOPE INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, TOOLS AND TRANSPORTATION AS REQUIRED FOR THE CONSTRUCTION AND INSTALLATION OF THE BUILDING AND ALL RELATED UTILITIES AND SERVICES. THE PROJECT WILL INCLUDE CONSTRUCTION OF THE BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, AND FIRE PROTECTION SYSTEMS. THE PROJECT WILL ALSO INCLUDE THE INSTALLATION OF THE BUILDING AND ALL RELATED UTILITIES AND SERVICES.

DESIGN NARRATIVE

THE DESIGN NARRATIVE DESCRIBES THE PROJECT AND PROVIDES A SUMMARY OF THE DESIGN CONCEPTS AND SOLUTIONS. THE DESIGN NARRATIVE IS INTENDED TO PROVIDE A CLEAR UNDERSTANDING OF THE PROJECT AND THE DESIGN SOLUTIONS. THE DESIGN NARRATIVE WILL BE USED TO OBTAIN THE NECESSARY PERMITS AND TO GUIDE THE CONSTRUCTION OF THE PROJECT.

ODOR CONTROL

A DISPENSARY SHALL COMPLY WITH THE FOLLOWING ODOR CONTROL REQUIREMENTS:
 1. ALL ODORS SHALL BE CONTAINED WITHIN THE BUILDING.
 2. THE BUILDING SHALL BE DESIGNED TO PREVENT ODOR FROM ESCAPING FROM THE BUILDING.
 3. THE BUILDING SHALL BE DESIGNED TO PREVENT ODOR FROM ENTERING THE BUILDING FROM ADJACENT PROPERTIES.

BUSINESS OPERATIONS

THE BUSINESS OPERATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF PALM DESERT ORDINANCES AND REGULATIONS. THE BUSINESS OPERATIONS SHALL BE LIMITED TO THE SALE AND DISTRIBUTION OF CANNABIS PRODUCTS. THE BUSINESS OPERATIONS SHALL NOT INCLUDE THE SALE OF OTHER PRODUCTS OR SERVICES.

PROJECT DIRECTORY

ARCHITECT | ENGINEER
 CAUCHO AND HOWELL
 180 GARDEN AVENUE, SUITE 100
 PALM DESERT, CA 92211
 PHONE: 714-522-5553

SITE SECURITY REQUIREMENTS

A DISPENSARY SHALL COMPLY WITH THE FOLLOWING SECURITY REQUIREMENTS:
 1. THE BUILDING SHALL BE SECURED BY A SECURITY SYSTEM THAT MEETS THE CITY OF PALM DESERT REQUIREMENTS.
 2. THE SECURITY SYSTEM SHALL INCLUDE VIDEO SURVEILLANCE, MOTION DETECTION, AND ALARMS.
 3. THE SECURITY SYSTEM SHALL BE MONITORED 24 HOURS A DAY.

PERMIT DISPLAY

A DISPENSARY SHALL COMPLY WITH THE FOLLOWING PERMIT DISPLAY REQUIREMENTS:
 1. THE PERMIT SHALL BE DISPLAYED IN A PROMINENT LOCATION ON THE EXTERIOR OF THE BUILDING.
 2. THE PERMIT SHALL BE VISIBLE FROM THE STREET.

SIGNAGE

A DISPENSARY SHALL COMPLY WITH THE FOLLOWING SIGNAGE REQUIREMENTS:
 1. THE BUILDING SHALL BE IDENTIFIED BY A SIGNAGE THAT MEETS THE CITY OF PALM DESERT REQUIREMENTS.
 2. THE SIGNAGE SHALL BE VISIBLE FROM THE STREET.
 3. THE SIGNAGE SHALL NOT BE OBSTRUCTED BY OTHER STRUCTURES OR PLANTING.

GRAPHIA
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GRAPHIAARCHITECTS.COM

These drawings are instruments of service prepared by the Architect and Engineer. All design information contained in these drawings shall be used only for the specific project and shall not be used for any other project without the written consent of the Architect and Engineer.

PROJECT: 20190906.4

CLIENT:
PALM DESERT, LLC
34 HAWAIIAN AVENUE
PALM BEACH, FLORIDA 33480
PHONE: 561-833-1888
WWW.PALMDESERT.COM

NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)
39420 BERKEY DRIVE
PALM DESERT, CA 92211

TITLE:
U.S. GEOLOGICAL SURVEY
QUADRANGLE MAP

ARCHITECT'S APPROVAL

THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION UNTIL THE ARCHITECTURE AND ENGINEERING PROFESSIONAL SEAL IS OBTAINED FROM THE ARCHITECTURE AND ENGINEERING BOARD OF CALIFORNIA.

SHEET:
A1.01



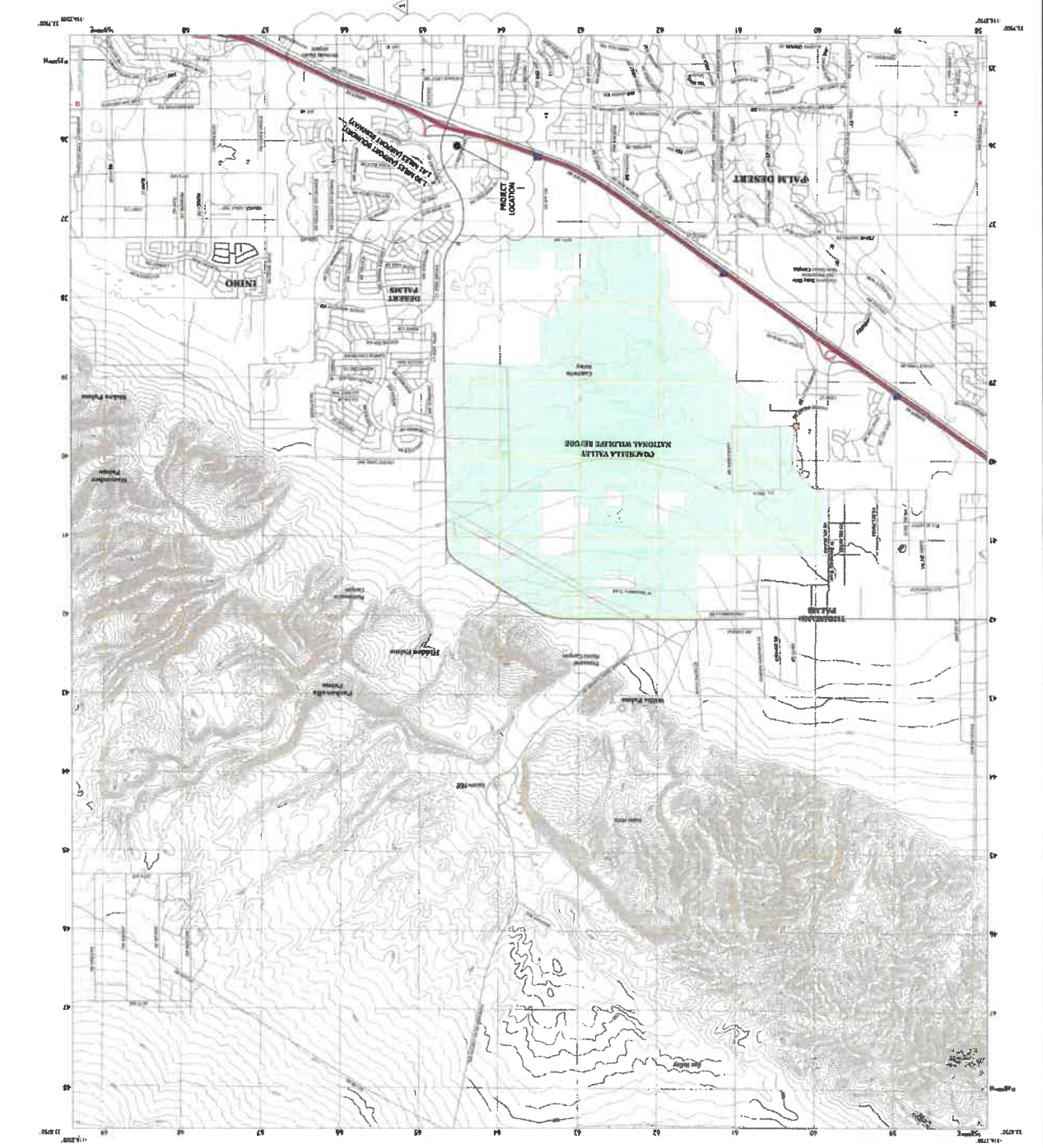
2018
WYMA, CA

Legend:
 - Proposed Road
 - Existing Road
 - Easement
 - Right of Way
 - Utility
 - Contour
 - Spot Elevation
 - Boundary
 - Land Use
 - Land Change
 - Land Change



Symbol	Description
[Symbol]	Proposed Road
[Symbol]	Existing Road
[Symbol]	Easement
[Symbol]	Right of Way
[Symbol]	Utility
[Symbol]	Contour
[Symbol]	Spot Elevation
[Symbol]	Boundary
[Symbol]	Land Use
[Symbol]	Land Change
[Symbol]	Land Change

Produced by the United States Geological Survey
 U.S. GEOLOGICAL SURVEY
 3149 RIVERSIDE AVENUE
 RESTON, VA 20192
 (703) 648-5500
 WWW.USGS.GOV



WYMA QUADRANGLE
 CALIFORNIA - INDIAN COUNTY
 7.5-MINUTE SERIES



U.S. DEPARTMENT OF THE INTERIOR
 U.S. GEOLOGICAL SURVEY



SCALE: AS SHOWN
U.S. GEOLOGICAL SURVEY QUADRANGLE MAP
 1

These drawings are instruments of service prepared by the Architect under the authority of the State of California. The Architect's seal and signature are required for the drawings to be used as evidence without the need of observation by the State of California. The Architect's seal and signature are required for the drawings to be used as evidence without the need of observation by the State of California.

PROJECT: 201909064

CLIENT:
F2 - PALM DESERT, LLC
27110 MADRID
PALM DESERT, CA 92211
PHONE: 714-222-5553
EMAIL: info@f2palm.com

F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)

39420 BERKEY DRIVE
PALM DESERT, CA 92211

NEW CONDITIONAL USE PERMIT FOR:

TITLE: PHOTO SHEET

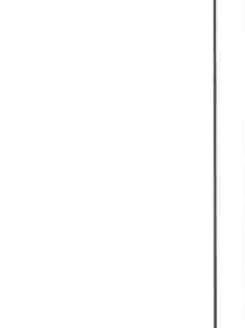
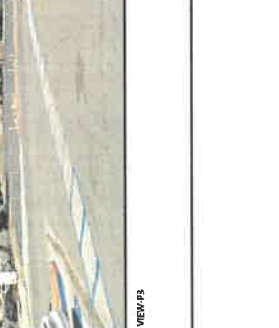
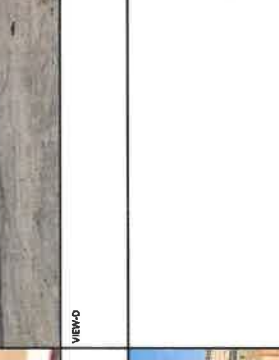
DATE: 10/20/2019

SCALE: AS SHOWN



SHEET: **A1.31**

DATE: 10/20/2019

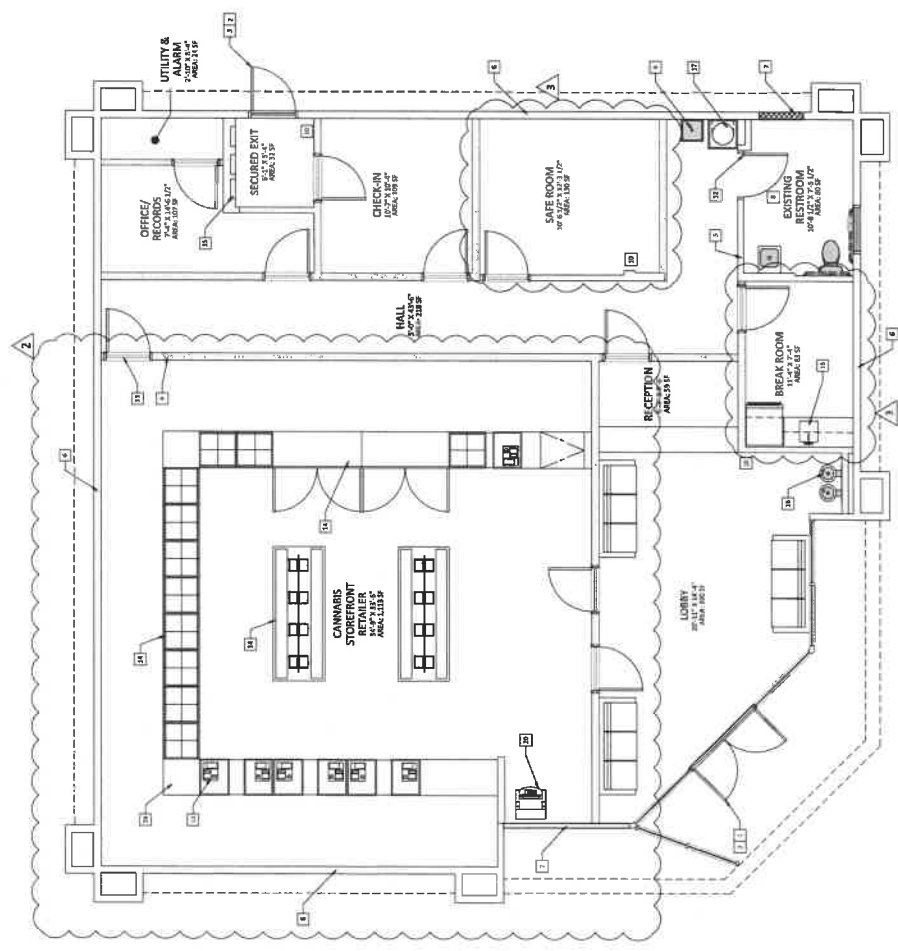


PROPERTY PHOTO MAP INDEX

☉ - CAMERA PLACEMENT AND PHOTO REFERENCE

KEYNOTE LEGEND

1. EXISTING MAIN BUILDING ENTRANCE & EMPLOYEE ACCESS POINT. EXISTING MAIN BUILDING ENTRANCE SHALL BE MAINTAINED AND EMPLOYEE ACCESS POINT SHALL BE MAINTAINED. EXISTING ENTRANCE SHALL BE MAINTAINED AND EMPLOYEE ACCESS POINT SHALL BE MAINTAINED. EXISTING ENTRANCE SHALL BE MAINTAINED AND EMPLOYEE ACCESS POINT SHALL BE MAINTAINED.
2. EXISTING LEVEL LANDINGS.
3. EXISTING STAIRS SHALL REMAIN AS SHOWN. EXISTING STAIRS SHALL REMAIN AS SHOWN. EXISTING STAIRS SHALL REMAIN AS SHOWN. EXISTING STAIRS SHALL REMAIN AS SHOWN.
4. EXISTING INTERIOR PARTITION WALL.
5. EXISTING EXTERIOR WALL.
6. EXISTING WALL INFILL.
7. ACCESSIBLE RESTROOM.
8. EXISTING UTILITY SHED.
9. HOLD-UP ALARM SYSTEM SHALL BE EMPLOYED NEAR THE LOBBY, MAIN OFFICE ENTRANCE AND EXISTING RESTROOM. EXISTING ALARM SYSTEM SHALL BE EMPLOYED NEAR THE LOBBY, MAIN OFFICE ENTRANCE AND EXISTING RESTROOM. EXISTING ALARM SYSTEM SHALL BE EMPLOYED NEAR THE LOBBY, MAIN OFFICE ENTRANCE AND EXISTING RESTROOM.
10. EXISTING INTERIOR DOOR.
11. PORT OF SALE.
12. SECURE PRODUCT DISPLAY.
13. ACCESSIBLE DRINKING FOUNTAIN.
14. EXISTING WATER SINKS.
15. COUNTERTOP AND CABINETS WITH SINK. PROVIDE 3/4" GYPSUM BOARD TO CENTERLINE OF SINK. SINK AND COUNTERS SHALL BE EMPLOYED NEAR THE LOBBY, MAIN OFFICE ENTRANCE AND EXISTING RESTROOM. EXISTING COUNTERTOP AND CABINETS WITH SINK. PROVIDE 3/4" GYPSUM BOARD TO CENTERLINE OF SINK. SINK AND COUNTERS SHALL BE EMPLOYED NEAR THE LOBBY, MAIN OFFICE ENTRANCE AND EXISTING RESTROOM.
16. DESIGNATED AREA FOR RETAIL SALES OF INCIDENTAL GOODS. TO BE LESS THAN 10% OF THE GROSS LEASABLE AREA.
17. AUTOMATED TELLER MACHINE.



GRAPHIA
ARCHITECTURE
ENGINEERING

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graphiafirm.com

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PROJECT: 20190805.4

CLIENT: ALBERTO AND MARIANO DEBORTI, LLC
24 RAMONA DRIVE
PALM DESERT, CA 92211
PHONE: 760-222-5553
EMAIL: info@albertomariano.com

F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)

NEW CONDITIONAL USE PERMIT FOR:
PROJECT - FACILITY FLOOR PLAN

39420 BERKEY DRIVE
PALM DESERT, CA 92211

TITLES: PROJECT - FACILITY FLOOR PLAN

DATE: 08/05/2019

ARCHITECT'S APPROVAL:

A3.21

SHEET: 1

- KEYNOTE LEGEND**
- 1 LIMITED ACCESS DOOR.
 - 2 LIMITED ACCESS PERIMETER LINE.
 - 3 SECURITY CAMERAS.
- KEYNOTES - SECURITY**
- 1 CAMERA - INTERIOR ENTRANCE/RECEPTION HALL/TEL ROOM.
 - 2 CAMERA - INTERIOR HALL/TEL ROOM.
 - 3 CAMERA - INTERIOR ENTRANCE/RECEPTION HALL/TEL ROOM.
 - 4 CAMERA - INTERIOR ENTRANCE/RECEPTION HALL/TEL ROOM.
 - 5 CAMERA - SURROUNDING.
 - 6 CAMERA - SURROUNDING.
 - 7 CAMERA - SURROUNDING.
 - 8 CAMERA - SURROUNDING.
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 - 100 CAMERA - SURROUNDING.

SECURITY NOTES

IN THE EVENT THAT ANY PORTION OF THE ALARM SYSTEM IS INOPERABLE, THE FACILITY SHALL BE STRAFER AT ALL TIMES UNTIL THE ALARM SYSTEM IS REPAIR FUNCTIONAL.

RECORDED VIDEO ASSESSMENT AND SURVEILLANCE SYSTEM (VMS) SHALL BE EVALUATED.

CAMERA AND VMS STORAGE SHALL BE DIGITAL, HIGH DEFINITION OR BETTER, SET TO HIGH QUALITY.

STORAGE SHALL BE OFF-SITE OR IN A SECURED AREA ACCESSIBLE ONLY TO MANAGEMENT AND SHALL BE EQUIPPED WITH A BATTERY BACK-UP WITH AT LEAST 24 HOURS OF STAND-BY TIME IN CASE OF POWER FAILURE.

VMS SHALL SUPPORT STANDARD MP4S FORMATS.

VMS SHALL BE CAPABLE OF STORING NO LESS THAN 30 DAYS WORTH OF ACTIVITY AT HIGH QUALITY.

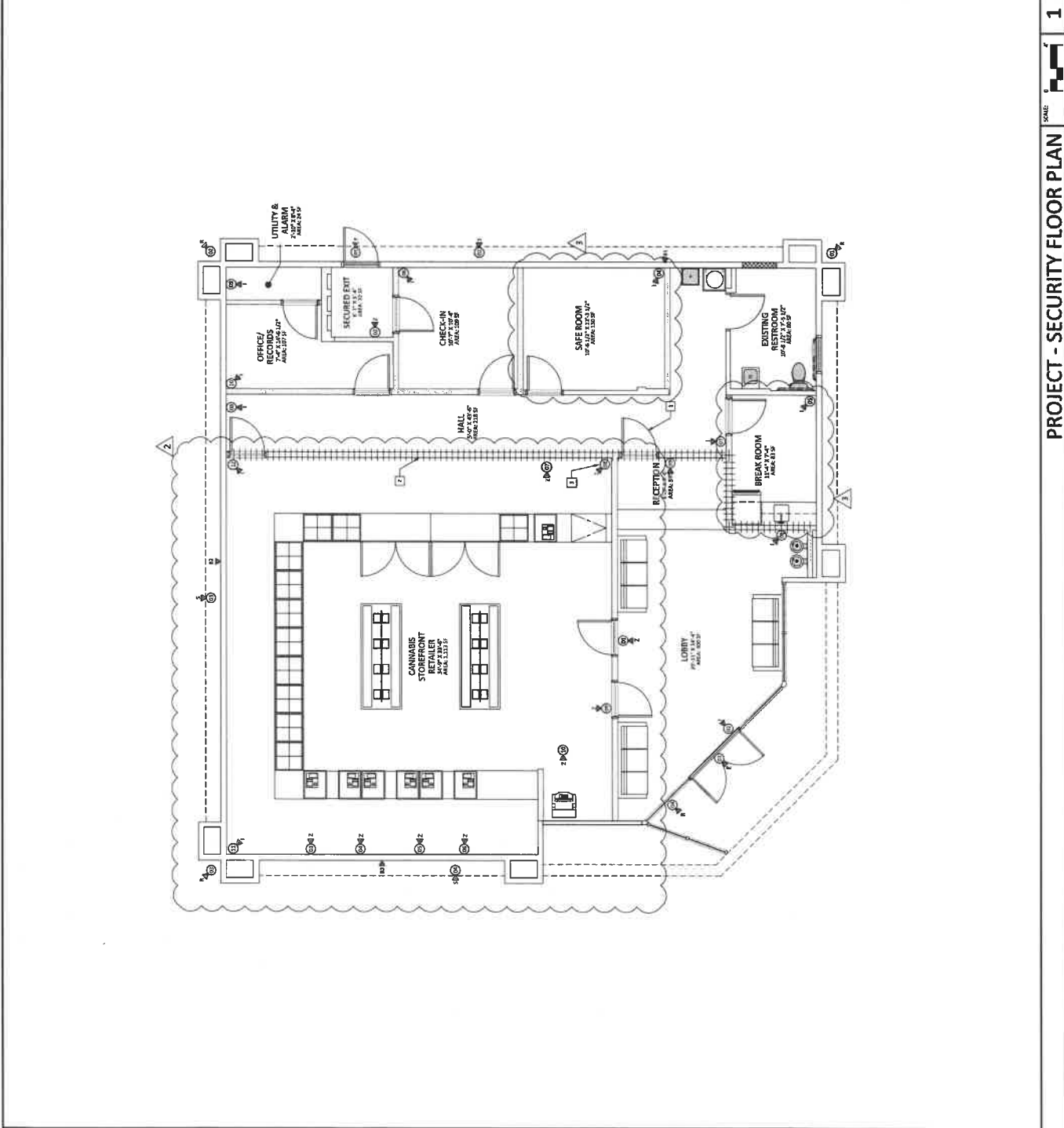
MANAGER WITH ACCESS TO VMS STORAGE SHALL BE ABLE TO RESPOND WITHIN ONE HOUR.

MANAGER SHALL HAVE THE ABILITY TO TRANSFER RECORDED DATA TO ANOTHER MEDIA (E.G. DVD, USB) FOR STORAGE AND ARCHIVING.

AUTO FOCUS, MONITORING LOGS, THE EXISTING PARKING AREA AND PROPERTY PERIMETER SHALL BE MONITORED AT ALL TIMES.

THE FACILITY VMS SHALL PROVIDE COMPREHENSIVE COVERAGE OF: STREET, AREAS OF PROSS AND PERIMETER OF THE FACILITY AND SURROUNDING AREAS OF THE FACILITY.

THE APPLICANT IS RESPONSIBLE FOR MAINTAINING CONTROLLING THE CONTRACT OF RECORDS ON THE SITE AND SHALL MAINTAIN ALL RECORDS CONTINUED.



GRAPHIA
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PROJECT: 2019/08/06/4

CLIENT: R2 MARKET LLC
3400 ALBERTA COURT
PALM DESERT, CA 92268
PHONE: 760-322-5558
EMAIL: info@r2market.com

F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)
39420 BERKEY DRIVE
PALM DESERT, CA 92211

NEW CONDITIONAL USE PERMIT FOR:
OUTDOOR SEATING

TITLES: OUTDOOR SEATING

DATE: 10/20/2019

BY: [Signature]



SHEET: **A7.11**
OF 11 SHEETS

KEYNOTES

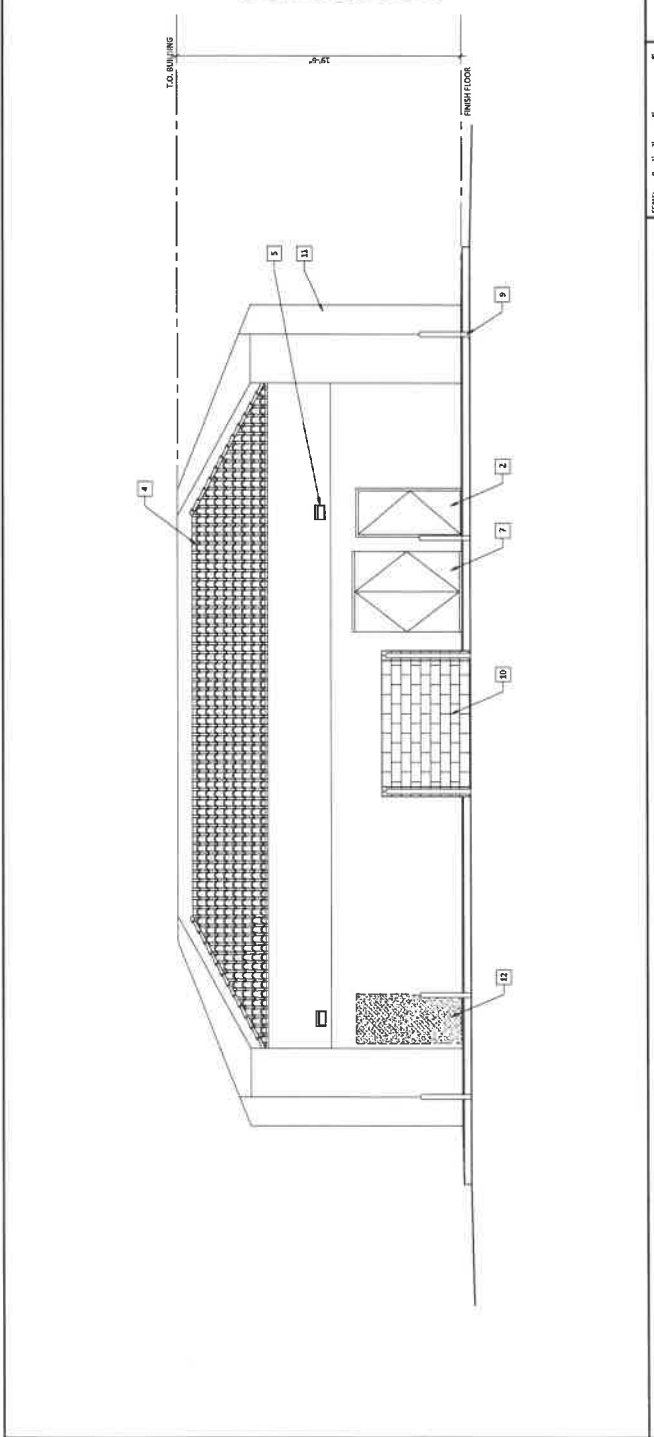
1. EXISTING MAIN BUILDING ENTRANCE.
2. EXISTING EMPLOYEE ACCESS POINT.
3. EXISTING STORE-FRONT.
4. EXISTING THE ROOFING SYSTEM.
5. EXISTING LIGHTING.
6. EXISTING EXTERIOR DOOR ABANDON IN PLACE.
7. EXISTING BUILDING ADDRESS SIGNAGE. STREET/FACILITY ADDRESS IS REQUIRED ON THE BUILDING THAT COMPLIES WITH C.C.D.O.
8. EXISTING STEEL EAVES.
9. EXISTING CHIMNEY ENVELOPE WITH STEEL ROULAND.
10. EXISTING STUCCO FINISH.
11. EXISTING SIDE WALL WITH STUCCO FINISH.
12. EXISTING SIDE WALL WITH STUCCO FINISH.
13. EXISTING SIDE WALL WITH STUCCO FINISH.
14. EXISTING SIDE WALL WITH STUCCO FINISH.

ORDINANCE NO. 348

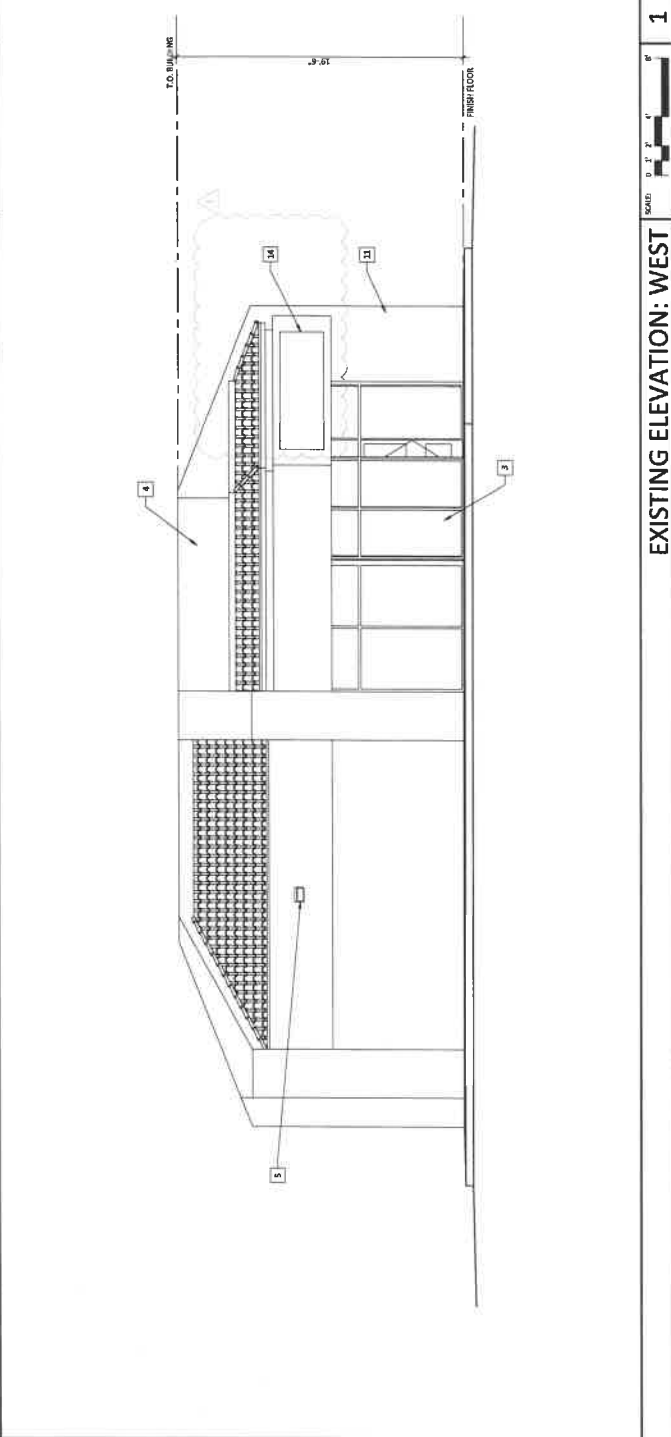
- SECTION 19-4
- B. SIGN APPROVED TO BUILDINGS - ALL SIGNS, AND NO SIGN ADVERTISING SHALL BE AFFIXED TO THE WALL OF A BUILDING EXCEPT AS SET FORTH IN THIS SECTION. A HANGING STEEL SIGN SHALL BE CONSIDERED A PARASIT.
1. THE SIGN SHALL BE AFFIXED TO THE FRONT WALL OF A BUILDING. THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.
 2. THE SIGN SHALL BE AFFIXED TO THE FRONT WALL OF A BUILDING. THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.
 3. THE SIGN SHALL BE AFFIXED TO THE FRONT WALL OF A BUILDING. THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.
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 5. THE SIGN SHALL BE AFFIXED TO THE FRONT WALL OF A BUILDING. THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.

EXTERIOR COLORS

ROOFING	NO CHANGE
GUTTER	NO CHANGE
DOORS	NO CHANGE
WINDOWS	NO CHANGE
WALKWAY	NO CHANGE
WALKWAY FINISH	NO CHANGE



EXISTING ELEVATION: EAST SCALE: 1/8" = 1'-0"



EXISTING ELEVATION: WEST SCALE: 1/8" = 1'-0"



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 PHONE: 714.232.4555
 EMAIL: info@graphia.com

PROJECT: 201908036.6

NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
 (CANNABIS STOREFRONT RETAILER)
 39420 BERKEY DRIVE
 PALM DESERT, CA 92211

TITLES: INTERIOR ELEVATIONS

ARCHITECTS APPROVAL: [Seal]

SHEET: **A7.12** of 10

- ### KEYNOTES
- EXISTING MAIN BUILDING ENTRANCE.
 - EXISTING EMPLOYEE ACCESS POINT.
 - EXISTING STORE FRONT.
 - EXISTING TILE ROOFING SYSTEM.
 - EXISTING LIGHTING.
 - EXISTING EXTERIOR DOOR HANDBORN IN PLACE.
 - EXISTING BUILDING SERVICES CHANGES. STREET SUITE ADDRESS IS REQUIRED ON THE BUILDING THAT COMPARES WITH CTC 502.
 - EXISTING STEEL INCLINED.
 - EXISTING STUCCO FINISH.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.
 - EXISTING CHUTE ENCLOSURE WITH STEEL INCLINED.

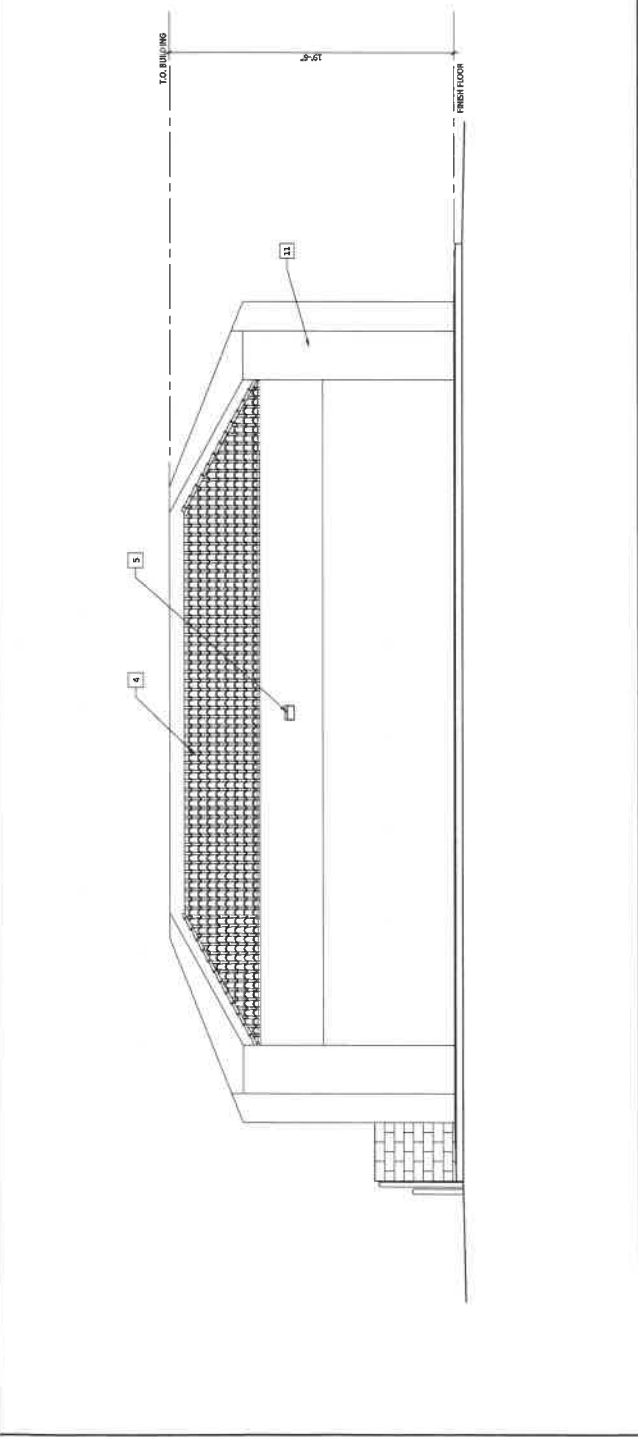
ORDINANCE NO. 348

SECTION 19.4

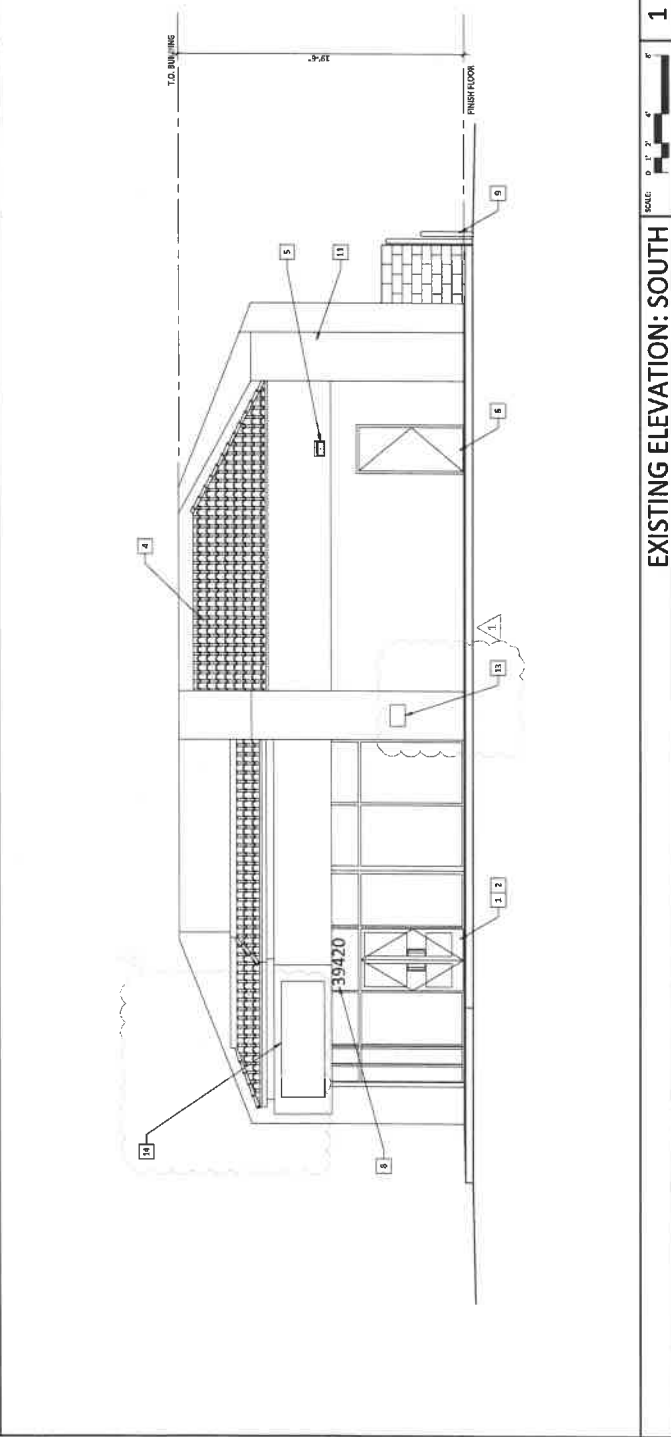
19.4.01. BUILDINGS APPLIED TO BUILDINGS - ALL AREAS OF THE BUILDING, INCLUDING BUT NOT LIMITED TO THE ROOF OF ANY BUILDING, AND NO OTHER ADJUTANT SHALL BE APPLIED TO THE WALL OF A BUILDING OR TO ANY OTHER PART OF THE BUILDING. THE PURPOSE OF THIS SECTION, A WINDOW SHALL BE CONSIDERED A WINDOW.

19.4.02. THE MAXIMUM WALL AREA OF A WINDOW SHALL BE AS FOLLOWS:

- PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.
- PERCENT OF THE SURFACE AREA OF THE SIDE FACE OF THE BUILDING.
- PERCENT OF THE SURFACE AREA OF THE REAR FACE OF THE BUILDING.
- PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.
- PERCENT OF THE SURFACE AREA OF THE REAR FACE OF THE BUILDING.



EXISTING ELEVATION: NORTH SCALE: 0 1' 2' 4' 8'



EXISTING ELEVATION: SOUTH SCALE: 0 1' 2' 4' 8'

EXTERIOR COLORS

ROOFING	NO CHANGE
GUTTER	NO CHANGE
DOORS	NO CHANGE
WINDOWS	NO CHANGE
WALL LIGHT	NO CHANGE
WALL LIGHT TRIM	NO CHANGE

These drawings are instruments of service prepared by the firm of Sean Freitas Architect, Inc. in the project of F2 - Palm Desert, LLC. All information contained in these drawings is based on the information provided by the client. The client is responsible for the accuracy of the information provided. The drawings are prepared in accordance with the specifications and shall not be used for other purposes without the written consent of Sean Freitas Architect, Inc.

PROJECT: 201805007E

CLIENT: F2 - PALM DESERT, LLC
ADDRESS: 3410 AVILA MANICANO, RIVINGTON, CA 92211
ARCHITECT: SEAN FREITAS ARCHITECT, INC.
PHONE: 916-580-9981
FAX: 916-580-9982

NEW TENANT IMPROVEMENT FOR:
F2 - PALM DESERT, LLC
(CANNABIS STORE, RETAILER)
39420 BERKEY DRIVE
PALM DESERT, CA 92211

TITLE: SIGN - Pylon
DATE: 05/03/2018

DESIGN REVIEW DRAWING

NOT FOR CONSTRUCTION

THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION. THE DRAWINGS ARE PREPARED FOR THE ARCHITECT'S USE ONLY. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

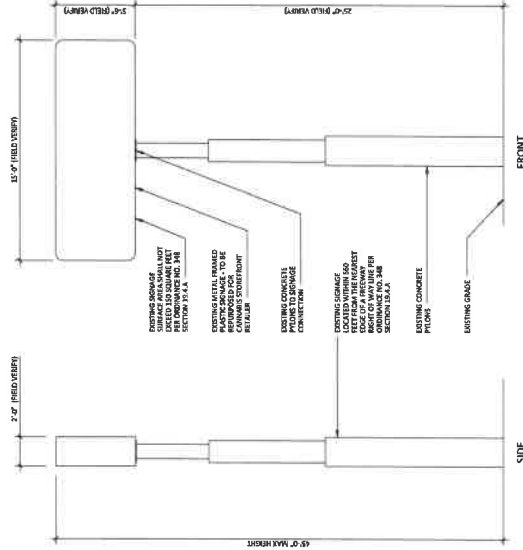
SHEET: 1 OF 1

A9.21

1

EXISTING PYLON SIGNAGE ON SITE

NOT TO SCALE



FRAME DETAIL SCALE: 1/8" = 1'-0"

PUSH THRU
Graphia

Frame Detail

- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion

ROUTED OUT PUSH-THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

ROUTED OUT PUSH THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

FRAME DETAIL SCALE: 1/8" = 1'-0"

PUSH THRU
Graphia

Frame Detail

- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion
- 1/2" x 1/2" x 1/2" Aluminum Extrusion

ROUTED-OUT PUSH-THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

ROUTED-OUT PUSH-THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

ROUTED-OUT PUSH-THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

ROUTED-OUT PUSH-THROUGH SIGN SCALE: 1/8" = 1'-0"

ROUTED OUT PUSH THROUGH SIGN PROPOSED

SIGN SPECIFICATIONS SCALE: 1/8" = 1'-0"

SIGN SPECIFICATIONS:

- Aluminum body with clear acrylic, 3/4" thickness routed out
- Color: HEX #005292
- Backer: .033 aluminum, 3" return, painted black

SIGN SPECIFICATIONS SCALE: 1/8" = 1'-0"

SIGN SPECIFICATIONS:

- Aluminum body with clear acrylic, 3/4" thickness routed out
- Color: HEX #005292
- Backer: .033 aluminum, 3" return, painted black

SIGN SPECIFICATIONS SCALE: 1/8" = 1'-0"

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SIGN SPECIFICATIONS SCALE: 1/8" = 1'-0"

SIGN SPECIFICATIONS:

- Aluminum body with clear acrylic, 3/4" thickness routed out
- Color: HEX #005292
- Backer: .033 aluminum, 3" return, painted black

These drawings are instruments of service prepared by the undersigned and are to be used only for the project and site information contained in these drawings. No other information, including but not limited to, is intended to be used for any other project and shall not be used for any other project without the written consent of the undersigned. Prepared by Sam Frutkin, Architect.

CLIENT:
F2 - PALM DESERT, LLC
34 ALABAMA
PALM DESERT, CA 92251
PHONE: 714-22-5533
EMAIL: info@f2cannabistorefront.com

PROJECT: 20190806.4

NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
(CANNABIS STOREFRONT RETAILER)
39420 BERKEY DRIVE
PALM DESERT, CA 92211

TITLE:
PHOTOMETRIC SITE PLAN

DATE PREPARED: 08/20/2019
DATE CHECKED: 08/20/2019



SHEET:
E2.11
2
OF 2



PHOTOMETRIC SITE PLAN

SCALE: 1" = 20'

LIGHTING SCHEDULE

QUANTITY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	LUMENS PER LAMP	WATTAGE
7	UTPOMAR LIGHTING	DO04 LED P2 50K T8M IMVOLT	DO04 LED P2 50K T8M IMVOLT	LED	8750	70
7	UTPOMAR LIGHTING	DO04 LED 10K 50K-40K T8M IMVOLT	DO04 LED 10K 50K-40K T8M IMVOLT	LED	2115	13.1

LIGHT LEVEL STATISTICS

ZONE	MIN (FC)	Avg (FC)	MAX (FC)	MIN (M)	Avg (M)	MAX (M)
PARKING LOT	+	2.3	3.9	3.1	3.5	2.1

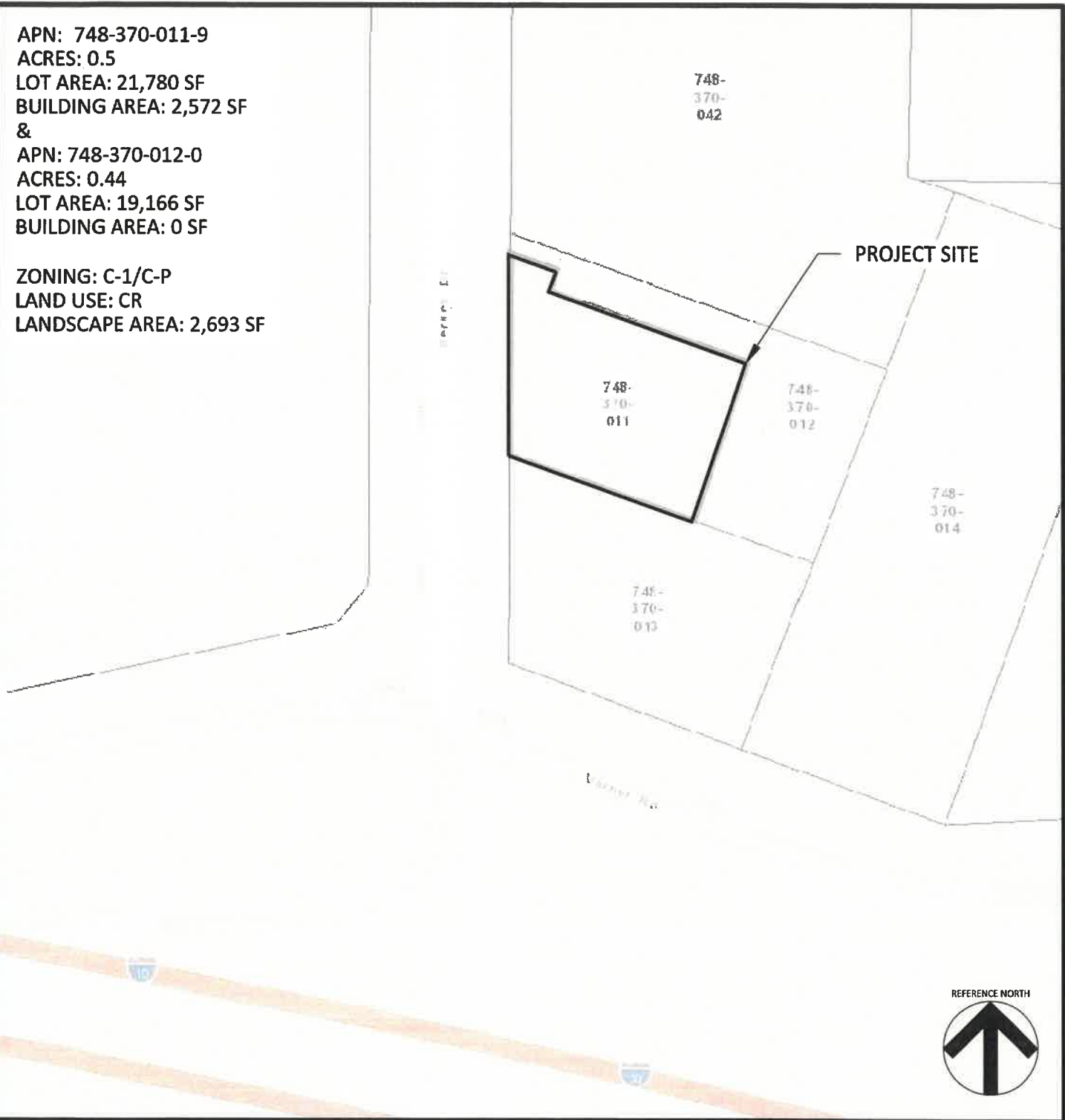
REFERENCE NORTH

0 20'

1

APN: 748-370-011-9
 ACRES: 0.5
 LOT AREA: 21,780 SF
 BUILDING AREA: 2,572 SF
 &
 APN: 748-370-012-0
 ACRES: 0.44
 LOT AREA: 19,166 SF
 BUILDING AREA: 0 SF

 ZONING: C-1/C-P
 LAND USE: CR
 LANDSCAPE AREA: 2,693 SF



LOCATIONAL MAP



1

GRAPHIA
 ARCHITECTURE
 & ENGINEERING

 100 GATEWAY DRIVE, SUITE 120
 LINCOLN, CA 95648
 (916) 209-9890
 Design@GRAPHIA.com
 GRAPHIA.com

NEW CONDITIONAL USE PERMIT FOR:
F2 - PALM DESERT, LLC
 (CANNABIS STOREFRONT RETAILER)
 39420 BERKEY DRIVE
 PALM DESERT, CA 92211

CLIENT:
 F2-PALM DESERT, LLC
 ALBERTO AVI MARCIANO
 24 HAMMOND
 IRVINE, CA 92618
 EMAIL: jon@czschandhowell.com
 PHONE: 714-522-5553

ARCHITECT'S APPROVAL:



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

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

DEVELOPMENT AGREEMENT NO. 1900019

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

- A. F2-Palm Desert, LLC, a California limited liability company (hereinafter “F2-Palm Desert”);
- B. Wishon Fresno LLC, a California limited liability company (hereinafter “Wishon”);
- C. Alberto Marciano, an individual, as Managing Member of F2-Palm Desert and Managing Member of Wishon;
- D. Aaron Herzberg, an individual, as Managing Member of F2-Palm Desert; and
- E. Elliot Lewis, an individual, as Managing Member of F2-Palm Desert.

RECITALS

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

WHEREAS, COUNTY has adopted Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements (hereinafter “Procedures

and Requirements”), pursuant to Section 65865 of the Government Code; and,

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

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

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

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

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

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

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

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

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

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

WHEREAS, Board of Supervisors Policy No. B-9 further sets forth provisions to be included in development agreements in order to implement applicable General Plan provisions, to ensure that the County of Riverside does not disproportionately bear the burden of Commercial Cannabis Activities throughout Riverside County, to ensure the COUNTY 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 of Riverside’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; and,
- (i) Right of entry agreements

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

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

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

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

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

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

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or,
- (e) The exercise of the power of eminent domain.

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

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

- (a). A person with an aggregate ownership interest of 20 percent or more in the Commercial Cannabis Activity for which a license or permit

is being sought, unless the interest is solely a security, lien, or encumbrance.

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

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

(d). An individual who will be participating in the direction, control, or management of the person applying for a Commercial Cannabis Activity Conditional Use Permit or State license.

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

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

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

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

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

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

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

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

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Commercial Cannabis Activity, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 190031) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this

Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements set forth in Resolution No. 2020-142.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190031.

(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:

F2-Palm Desert LLC

ATTN: Elliot Lewis, Managing Member

6700 Pacific Coast Hwy, Ste. 201

Long Beach, CA 90803

Wishon Fresno LLC

ATTN: Jeffery J. Czech

2400 E. Katella Avenue, #370

Anaheim, CA 92806

With copies to:

Damian A. Martin, Esq.

6700 Pacific Coast Hwy, Ste. 201

Long Beach, CA 90803

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

3. DEVELOPMENT OF THE PROPERTY.

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

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the

Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing

Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit “C”, and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole;

or,

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

or,

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

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

3.5 Reservations of Authority.

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

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

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

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

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

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

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

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

development of the Property.

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

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

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

3.5.5. Application of State and Local Regulatory Laws Governing Commercial Cannabis Activities. The operation of Commercial Cannabis Activities is a highly regulated

business activity, and it is subject to various state and local laws and regulations. This Agreement does not, and the COUNTY cannot and does not intend to, give OWNER the right to continue its operations without complying with applicable state and local laws governing its operations. OWNER shall be responsible for obtaining, and maintaining throughout the entire term of this Agreement, all applicable state licenses, permits, approvals, and consents, even if the applicable state laws and regulations are altered following the Effective Date.

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

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the OWNER an

enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and

to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.11 Request for Proposal Responses. Unless superseded by the terms of this Agreement, development of the Property shall be consistent with the Request for Proposal Responses submitted to COUNTY and associated with CAN 190038, incorporated herein by this reference.

4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

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

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

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

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

4.3.1 Subsequent Annual Additional Public Benefits. The Additional Public Benefit provided in Exhibit “H” shall be subject to annual increases in an amount of 3% for the first five (5) years of this Agreement and 4% for the remaining five (5) years of this Agreement. Prior to the first July 1st following the initial Additional Public Benefit payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the applicable annual increase.

4.4 Taxes. Nothing herein shall be construed to relieve OWNER from paying and remitting all applicable federal, state and local taxes applicable to the Project, including but not limited to, income taxes, property taxes, local sales and use taxes, and any taxes imposed on

cannabis activities and cannabis products pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the County of Riverside 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 of Riverside 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 that is applicable to the Property is subject to Article XIID of the California Constitution and OWNER does not return its ballot, OWNER agrees, on behalf of itself and its successors that the County may count OWNER's ballot as affirmatively voting in favor of such assessment, fee or charge.

5. FINANCING OF PUBLIC IMPROVEMENTS. If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and

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

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

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

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

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

6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring

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

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

6.3 Property Inspection. In accordance with applicable regulations set forth in the Medicinal and Adult Use Cannabis Regulation and Safety Act and upon twenty-four (24) hour written notice, OWNER shall allow COUNTY representatives access to the Property and all buildings and structures located on the Property to determine compliance with CUP No. 190031 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190031 and consistency with the Request for Proposal Responses associated with CAN 190038 including, but not limited to, ownership of Property, local hiring and local ownership programs. 6.5

Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

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

the nature of the proceeding.

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

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER Initials

OWNER Initials

OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Section 2.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as “default”); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after

the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

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

9. THIRD PARTY LITIGATION.

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

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

(b) If successful, such challenges could delay or prevent the performance of this

Agreement and the development of the Property.

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

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

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

damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

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

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

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any

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

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall

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

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

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

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

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

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this

Agreement as to which time is an element.

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

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

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

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

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

every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

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

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

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

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

Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of Riverside County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of

Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U .S.T. 361, T.I.A.S. No. 6638).

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

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

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

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

Dated: _____

By: _____
Karen Spiegel
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy
(SEAL)

OWNER:

Dated: _____ By: _____

Title: _____

Dated: _____ By: _____

Title: _____

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

EXHIBIT "A"

Development Agreement No. 1900019

* 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. 1900019

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. 1900019

EXISTING DEVELOPMENT APPROVALS

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

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT “D”

Development Agreement No. 1900019

EXISTING LAND USE REGULATIONS

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

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

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

EXHIBIT "E"

Development Agreement No. 1900019

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190031 permits a storefront retail cannabis business to operate from an existing 2,572 square foot building located on a 0.5 acre lot.

EXHIBIT "F"

Development Agreement No. 1900019

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190031 includes an existing 2,572 square foot building as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$18.00 per square foot. Therefore, the public base benefit payment will be \$46,296.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900019

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the existing 2,572 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900019

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$120,000.00 with an annual increase of 3% for the initial five (5) years of the term for Development Agreement No. 1900019 and then an annual increase of 4% for the remaining term of Development Agreement No. 1900019. The COUNTY will utilize this additional annual public benefit within the surrounding community for additional public benefits including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN 190038, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



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

Juan C. Perez
Agency Director



03/17/21, 5:10 pm

CUP190031

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190031. 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 (CUP190038) 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. 190031 (CUP190031) proposes to use an existing 2,572 square foot building as a storefront cannabis retailer with office space for the cannabis business.

Development Agreement No. 1900019 (DA1900019) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190031 and DA1900019, and provides community benefits to the Bermuda Dunes Area.

The project is located north of Varner Rd, east of Berkey Dr, south of Wildcat Dr, and west of Washington St.

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

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 12/17/2020.
- Exhibit B (Elevations), dated 12/17/2020.
- Exhibit C (Floor Plans), dated 12/17/2020.
- Other Exhibit(s)
- Security Plan, dated 12/17/2020.
- Signage Plan, dated 12/17/2020.

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

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

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

3. Compliance with applicable County Regulations, including, but not limited to:
 - Ord. No. 348 (Land Use Planning and Zoning Regulations)
 - Ord. No. 413 (Regulating Vehicle Parking)
 - Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
 - Ord. No. 457 (Building Requirements)
 - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
 - Ord. No. 460 (Division of Land)
 - Ord. No. 461 (Road Improvement Standards)
 - Ord. No. 484 (Control of Blowing Sand)
 - Ord. No. 625 (Right to Farm)
 - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
 - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
 - Ord. No. 878 (Regarding Noisy Animals)
 - Ord. No. 655 (Regulating Light Pollution)
 - Ord. No. 671 (Consolidated Fees)
 - Ord. No. 679 (Directional Signs for Subdivisions)
 - Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley)
 - Ord. No. 787 (Fire Code)
 - Ord. No. 847 (Regulating Noise)
 - Ord. No. 857 (Business Licensing)
 - Ord. No. 859 (Water Efficient Landscape Requirements)
 - Ord. No. 915 (Regulating Outdoor Lighting)
 - Ord. No. 916 (Cottage Food Operations)
 - Ord. No. 925 (Prohibiting Marijuana Cultivating)
 - Ord. No. 927 (Regulating Short Term Rentals)
 - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

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

E Health

E Health. 1 DEH ECP COMMENTS

Based on the information provided in the environmental assessment documents submitted for this project and with the provision that the information was accurate and representative of site conditions, RCDEH-ECP (Riverside County Department of Environmental Health – Environmental Cleanup Program) concludes no further environmental assessment is required for this project.

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.

Fire

Fire. 1 Fire

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

General

General. 1 General – Business Licensing

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

General. 2 General – Causes for Revocation

ADVISORY NOTIFICATION DOCUMENT

General

General. 2 **General – Causes for Revocation (cont.)**

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

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

then this permit shall be subject to revocation procedures.

General. 3 **General – Ceased Operations**

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

General. 4 **General – Hold Harmless**

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

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

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

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

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

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

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the COUNTY's Planning Department the total amount of

ADVISORY NOTIFICATION DOCUMENT

General

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

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

General. 5 **General – Human Remains**

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

General. 6 **General – Review Fees**

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

General. 7 **General – Unanticipated Resources**

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

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

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

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

ADVISORY NOTIFICATION DOCUMENT

General

General. 7

General – Unanticipated Resources (cont.)

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

Planning

Planning. 1

Airport Land Use Commission (ALUC) Conditions

1. Any outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - (b) Any use or activity which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Highly noise-sensitive outdoor nonresidential uses.
3. The following uses/activities are specifically prohibited at this location: trash transfer stations that are open on one or more sides; recycling centers containing putrescible wastes; children's schools; daycare centers; libraries; hospitals; nursing homes.
4. The attached notice shall be given to all prospective purchasers and/or tenants of the property, and shall be recorded as a deed notice.
5. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries. Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist. A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 1 Airport Land Use Commission (ALUC) Conditions (cont.)

strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

6. Noise attenuation measures shall be incorporated into the design of the buildings, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.

7. The project has been evaluated for 1,113 square feet of retail area, 334 square feet of office area, 422 square feet of assembly area, and 83 square feet of storage area. Any increase in building area or intensification of floor area usage will require review by the Airport Land Use Commission.

Planning. 2 General - A. Application Requirements

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

Planning. 3 General - B. State License Required

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

Planning. 4 General - C. Suspension, Revocation, or Termination of State License

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

Planning. 5 General - D. Health and Safety

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

Planning. 6 General - E. Development Agreement

No approval required by this ordinance shall be given for any permit for a Commercial Cannabis Activity unless the Board of Supervisors prior to or concurrently with approves a development agreement, pursuant to Section 18.26b of this ordinance, setting forth the terms and conditions under which the Commercial Cannabis Activity will operate in addition to the requirements of this ordinance, all other local

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 6 **General - E. Development Agreement (cont.)**

ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a Commercial Cannabis Activity shall be allowed to begin until the development agreement is effective.

Planning. 7 **General - F. Nuisance Odors**

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

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

Planning. 8 **General - G. Commercial Cannabis Activity Operator Qualifications**

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

Planning. 9 **General - H. Relocation of a Permitted Commercial Cannabis Activity**

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

Planning. 10 **General - I. Hours of Operation**

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 10 General - I. Hours of Operation (cont.)

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

Planning. 11 General - J. Inspections

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

Planning. 12 General - K. Monitoring Program

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

Planning. 13 General - L. Restriction on Alcohol and Tobacco Sales or Consumption

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

Planning. 14 General - M. Restriction on Consumption

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

Planning. 15 General - N. Security - Part 1

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

1. A plan to prevent individuals from loitering on the lot if they are not engaging in activity expressly related to the Commercial Cannabis Activity.
2. 24 hour emergency contact information for the owner or an on-site employee which shall be provided to the County.
3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 15

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

loss.

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

Planning. 16

General - N. Security - Part 2

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

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

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

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

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

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

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

a. Significant discrepancies identified during inventory.

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

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

d. Any other breach of security.

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.

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 16

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

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

Planning. 17

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. 18

General - P. Signage

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

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

Planning. 19

General - Q. Records

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 19 **General - Q. Records (cont.)**

1. Each owner and permittee of a Commercial Cannabis Activity shall maintain clear and adequate records and documentation demonstrating that all Cannabis or Cannabis Products have been obtained from and are provided to other permitted and licensed Cannabis operations. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon written request.
2. Each owner and permittee of a Commercial Cannabis Activity shall maintain a current register of the names and contact information, including name, address, and telephone number, of anyone owning or holding an ownership interest in the Commercial Cannabis Activity, and of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the Commercial Cannabis Activity. The County shall have the right to examine, monitor, and audit such records and documentation, which shall be made available to the County upon request.
3. All Commercial Cannabis Activities shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all Cannabis and Cannabis Products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient, primary caregiver for medical purpose or an adult 21 years of age or older who qualifies to purchase adult-use Cannabis.

Planning. 20 **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. 21 **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. 22 **General - T. Parking**

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

Planning. 23 **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.

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 1 Cannabis Retail Operations - 1 (cont.)

Planning-All. 1 Cannabis Retail Operations - 1

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

Planning-All. 2 Cannabis Retail Operations - 10

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

Planning-All. 3 Cannabis Retail Operations - 11

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

Planning-All. 4 Cannabis Retail Operations - 12

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

Planning-All. 5 Cannabis Retail Operations - 13

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

Planning-All. 6 Cannabis Retail Operations - 14

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

Planning-All. 7 Cannabis Retail Operations - 2

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

Planning-All. 9 Cannabis Retail Operations - 4 (cont.)

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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

Planning-All. 12 Cannabis Retail Operations - 7

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

Planning-All. 13 Cannabis Retail Operations - 8

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

Planning-All. 14 Cannabis Retail Operations - 9

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

Waste Resources

Waste Resources. 1 Waste - General

Hazardous materials are not accepted at Riverside County landfills. In compliance with federal, state, and local regulations and ordinances, any hazardous waste generated in association with the project shall be disposed of at a permitted Hazardous Waste disposal facility. Hazardous waste materials include, but are not limited to, paint, batteries, oil, asbestos, and solvents. For further information regarding the determination, transport, and disposal of hazardous waste, please contact the Riverside County Department of Environmental Health, Environmental Protection and Oversight Division. AB 341 focuses on increased commercial waste recycling as a method to reduce greenhouse gas (GHG) emissions. The regulation requires businesses and organizations that generate four or more cubic yards of waste per week and multifamily units of 5 or more, to recycle. A business shall take at least one of the following actions in order to reuse, recycle, compost, or otherwise divert commercial solid waste from disposal:

- Source separate recyclable and/or compostable material from solid waste and donate or self-haul the

ADVISORY NOTIFICATION DOCUMENT

Waste Resources

Waste Resources. 1

Waste - General (cont.)

material to recycling facilities.

- Subscribe to a recycling service with their waste hauler.
- Provide recycling service to their tenants (if commercial or multi-family complex).
- Demonstrate compliance with the requirements of California Code of Regulations Title 14.

For more information, please visit:

www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory

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

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

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

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

-Source separate organic material from all other recyclables and donate or self-haul to a permitted organic waste processing facility.

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

Plan: CUP190031

Parcel: 748370011

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1 E Health Clearance Not Satisfied

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

080 - E Health. 2 Sewer Will Serve Not Satisfied

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

080 - E Health. 3 Water Will Serve Not Satisfied

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

Transportation

080 - Transportation. 1 RCTD - Landscape Inspection Deposit Required 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 TUMF Not Satisfied

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

Waste Resources

080 - Waste Resources. 1 Waste Recycling Plan Not Satisfied

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

90. Prior to Building Final Inspection

E Health

Plan: CUP190031

Parcel: 748370011

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 Hazmat Clearance Not Satisfied

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

Transportation

090 - Transportation. 1 RCTD - Landscape Inspection and Drought Compliance 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.

Waste Resources

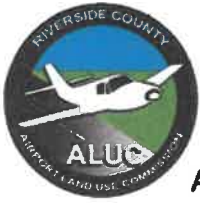
090 - Waste Resources. 1 Waste - Mandatory Commercial and Organics Recycling Corr Not Satisfied

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

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

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

AIRPORT LAND USE COMMISSION RIVERSIDE COUNTY



August 20, 2020

Mr. Gabriel Villalobos, Project Planner
Riverside County Planning Department
4080 Lemon Street, 12th Floor
Riverside CA 92501
(VIA HAND DELIVERY)

CHAIR
Russell Betts
Desert Hot Springs

VICE CHAIR
Steven Stewart
Palm Springs

COMMISSIONERS

Arthur Butler
Riverside

John Lyon
Riverside

Steve Manos
Lake Elsinore

Richard Stewart
Moreno Valley

Gary Youmans
Temecula

STAFF

Director
Simon A. Housman

Paul Rull
Barbara Santos

County Administrative Center
4080 Lemon St., 14th Floor.
Riverside, CA 92501
(951) 955-5132

www.rcaluc.org

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW

File No.: ZAP1081BD20
Related File Nos.: CUP190031 (Conditional Use Permit)
Compatibility Zone: Zone C
APNs: 748-370-011 and 748-370-012

Dear Mr. Villalobos:

On August 13, 2020, the Riverside County Airport Land Use Commission (ALUC) found County of Riverside Case No. CUP190031 (Conditional Use Permit), a proposal to establish a cannabis retail dispensary facility within an existing 2,572 square foot building on 0.94 acres located easterly of Berkey Drive, westerly of Washington Street, and northerly of Varner Road, **CONSISTENT** with the 2004 Bermuda Dunes Airport Land Use Compatibility Plan, subject to the following conditions:

CONDITIONS:

1. Any outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use or activity which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - (b) Any use or activity which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use or activity which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Highly noise-sensitive outdoor nonresidential uses.

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

3. The following uses/activities are specifically prohibited at this location: trash transfer stations that are open on one or more sides; recycling centers containing putrescible wastes; children's schools; daycare centers; libraries; hospitals; nursing homes.
4. The attached notice shall be given to all prospective purchasers and/or tenants of the property, and shall be recorded as a deed notice.
5. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

6. Noise attenuation measures shall be incorporated into the design of the buildings, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
7. The project has been evaluated for 1,113 square feet of retail area, 334 square feet of office area, 422 square feet of assembly area, and 83 square feet of storage area. Any increase in building area or intensification of floor area usage will require review by the Airport Land Use Commission.

Supporting documentation was provided to the Airport Land Use Commission and is available online at www.rcaluc.org, click Agendas, click 08-13-20 Agenda, Bookmark Agenda Item 3.4.

If you have any questions, please contact Paul Rull, ALUC Principal Planner, at (951) 955-6893.

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



Simon A. Housman, ALUC Director

Attachment: Notice of Airport in Vicinity

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

cc: F2 Palm Desert LLC/Wishon Fresno LLC (applicant/property owner)
Alberto Marciano (representative)
Ann Goodwyn, Manager, Bermuda Dunes Executive Airport
ALUC Case File

Y:\AIRPORT CASE FILES\French Valley\ZAP1102FV20\ZAP1102FV20.LTR.doc

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances [can vary from person to person. You may wish to consider what airport annoyances], if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Professions Code Section 11010 (b) (13)(A)



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT

REVISED PERMIT Original Case No. _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: F2-Palm Desert LLC

Contact Person: Alberto Marciano, Member and Manager E-Mail: jon@czechandhowell.com

Mailing Address: 2400 E. Katella Avenue, #655
Street
Anaheim, CA 92806
City *State* *ZIP*

Daytime Phone No: (714) 522-5553 Fax No: ()

Engineer/Representative Name: Graphia Architecture & Engineering

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

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

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

Property Owner Name: Wishon Fresno LLC

Contact Person: Alberto Marciano, Member and Manager E-Mail: jon@czechandhowell.com

Mailing Address: 2400 E. Katella Avenue, #655
Street
Anaheim, CA 92806
City *State* *ZIP*

Daytime Phone No: (714) 522-5553 Fax No: ()

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

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

"Planning Our Future... Preserving Our Past"

APPLICATION FOR LAND USE AND DEVELOPMENT

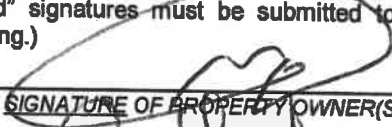
Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses;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

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

Wishon Fresno LLC, by its Member and Manager, Alberto Marciano
PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)


Wishon Fresno LLC, by its Member and Manager, Aaron Herzberg
PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)


Wishon Fresno LLC, by its Member and Manager, Elliot Lewis
PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)


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

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

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

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 748-370-011; 748-370-012

Approximate Gross Acreage: 0.94

General location (nearby or cross streets): North of Varner Road, South of Wildcat Drive, East of Berkey Drive, West of Washington Street

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

The Applicant will renovate 39420 Berkey Drive, Palm Desert, CA 92211, to establish a cannabis storefront retailer with delivery pursuant to

Cannabis RFP Response CAN190038.

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

Number of existing lots: 2

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	2,572	19' 6"	1	Standalone commercial building	<input type="checkbox"/>	BT1140036
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

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

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

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

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

Cannabis RFP Response CAN190038 and an Application for Development Agreement

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

If yes, provide Application No(s). PP18336 (Minor Plot Plan); CUP03431 (Conditional Use Permit)
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) EA39543 EIR No. (if applicable): CFG03022

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

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

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: _____

Address: _____

Phone number: _____

Address of site (street name and number if available, and ZIP Code): _____

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: _____

Specify any list pursuant to Section 65962.5 of the Government Code: None

Regulatory Identification number: _____

Date of list: _____

Applicant: N/A Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No

2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1)  Wishon Fresno LLC, by its Member and Manager, Alberto Marcoleno Date 10/9/2019

Owner/Authorized Agent (2)  Wishon Fresno LLC, by its Member and Manager, Aaron Herzberg Date 10/9/2019

Owner/Authorized Agent (3)  Wishon Fresno LLC, by its Member and Manager, Elliot Lewis Date 10/9/2019

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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

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. 190031 and DEVELOPMENT AGREEMENT NO. 1900019 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Section 15061(b)(3) (Common Sense Exemption) – Applicant: F2-Palm Desert, LLC – Fourth Supervisorial District – Bermuda Dunes Zoning District – Western Coachella Valley Area Plan: Community Development: Commercial Retail (CD-CR) (0.20 – 0.35 FAR) – Location: Northerly of Varner Road, easterly of Berkey Drive, southerly of Wildcat Drive, and westerly of Washington Street – 0.5 Acres – Zoning: General Commercial (C-1/C-P) – **REQUEST:** Conditional Use Permit No. 190031 proposes to use an existing building as a storefront for a retail cannabis business and office space related to cannabis business. Development Agreement No. 1900019 would impose a lifespan on the proposed cannabis project and provide community benefit to the Bermuda Dunes Area. APN: 748-370-011.

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

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

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

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

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

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

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on November 17, 2020,

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

APN (s) or case numbers CUP190031 / DA1900019 for

Company or Individual's Name RCIT - GIS,

Distance buffered 800'

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

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

TITLE: GIS Analyst

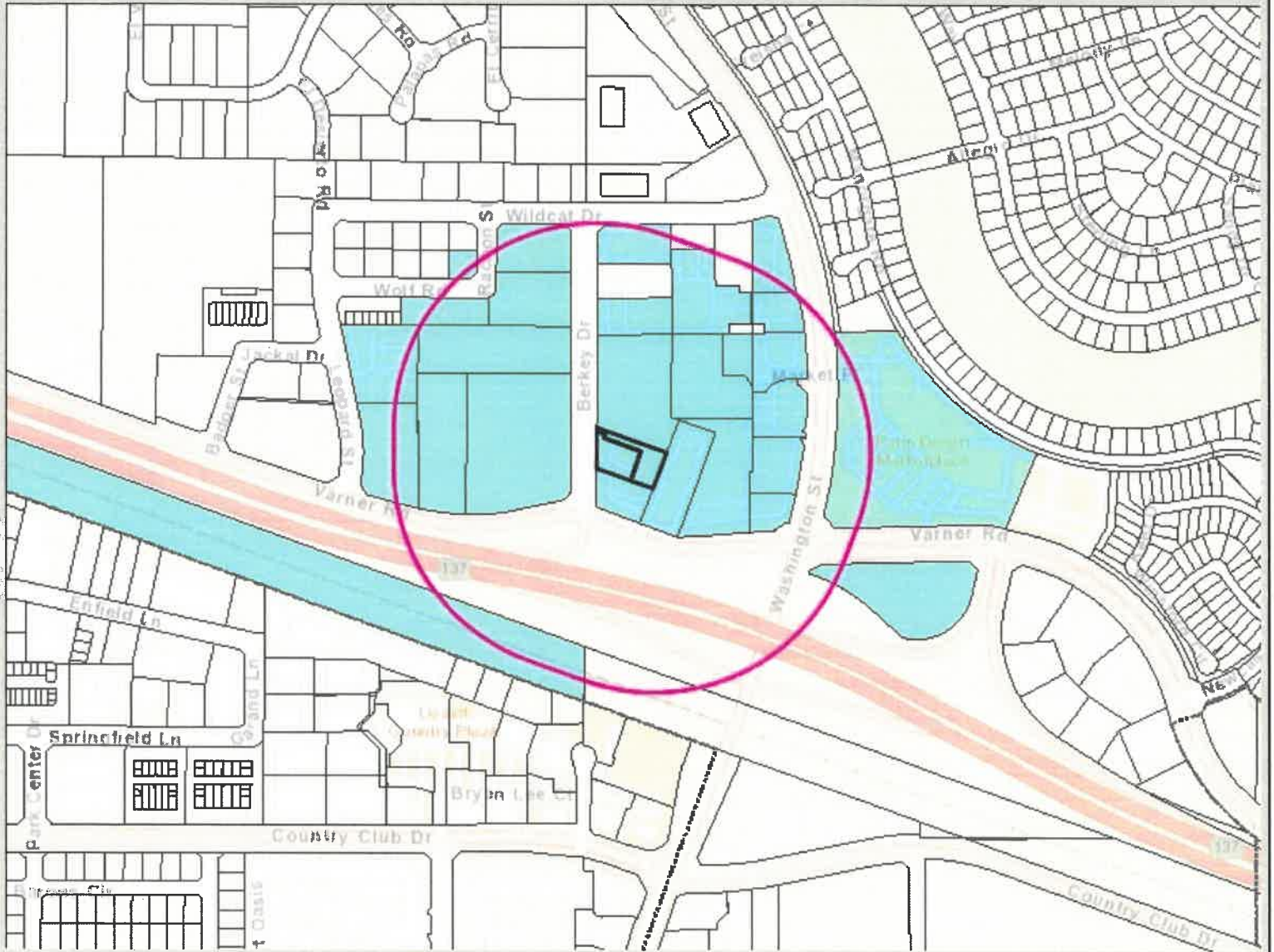
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP190031 / DA1900019 (800 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0

752

1,505 Feet

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

REPORT PRINTED ON... 11/17/2020 4:24:25 PM

© Riverside County RCIT

626330029
DESERT EQUITY
P O BOX 13164
PALM DESERT CA 92255

626330031
BLAIR INV
P O BOX 293
SOMERS MT 59932

748370013
NOELLA ASCH BALLENGER
PO BOX 457
LA CANA CA 91012

748370023
DOUGLAS C. JONES
899 TAMARISK RD
PALM SPRINGS CA 92262

748370025
FORCE WILDCAT
P O BOX 13164
PALM DESERT CA 92255

748370040
CINDY M. TRAN
PO BOX 5846
LA QUINTA CA 92248

626330021
FELIPE JESUS GARCIA
83828 AVE 45
INDIO CA 92201

626330044
SECURITY PUBLIC STORAGE BERMUDA DUNES
51 FEDERAL ST NO 202
SAN FRANCISCO CA 94107

626330030
SANDDRIFT PROP
P O BOX 1208
CARPINTERIA CA 93014

748370011
WISHON FRESNO
2400 E KATELLA AVE STE 655
ANAHEIM CA 92806

748370053
PSTB PROPERTIES
218 E FRONT ST STE 300
MISSOULA MT 59802

748370066
BANK OF AMERICA NATL ASSN
101 N TRYON ST
CHARLOTTE NC 28255

748370014
MOTEL 6 OPERATING
P O BOX 117508
CARROLLTON TX 75011

748370015
BIG SKY INV HOSPITALITY INC
2628 RUDY ST
ROWLAND HEIGHTS CA 91748

748370062
DONALD SHELDON BAER
12404 RIDGE RD
LOS ANGELES CA 90049

748380001
COUNTY OF RIVERSIDE
P O BOX 1180
RIVERSIDE CA 92502

626140002
SOUTHERN PACIFIC TRANSPORTATION CO
1700 FARNAM ST 10TH FL S
OMAHA NE 68102

748370031
CHARLES MCBRIDE
P O BOX 235
ROSS CA 94957

748370054
GRADY HANSHAW
4438 E WICKHAM AVE
ORANGE CA 92867

748370067
MICHAEL J. SWEDO
19431 RANCH LN NO 107
HUNTINGTON BEACH CA 92648

748370056
PSTB
218 E FRONT ST STE 300
MISSOULA MT 59802

748390024
WALGREEN CO
1667 E LINCOLN AVE
ORANGE CA 92865

748370039
YEA CHANG USA INC
21520 YORBA LINDA BL G338
YORBA LINDA CA 92887

748370042
GRANT ALLEN RICHARD REV TRUST DTD
72325 MANUFACTURING RD
THOUSAND PALMS CA 92276

626330050
HARTER AVE PARTNERSHIP
1666 20TH ST NO 100
SANTA MONICA CA 90404

626330043
ALLEN F. HATHAWAY
P O BOX 10160
PALM DESERT CA 92255

626330046
DOMS PROP
P O BOX 1659
SAN JUAN CAPO CA 92693

626330042
SECURITY PACIFIC STORAGE BERMUDA DUNES
51 FEDERAL ST STE 402
SAN FRANCISCO CA 94107

748370012
DEL GUIDICE INV
42104 WASHINGTON ST NO 1B
BERMUDA DUNES CA 92203

748370033
HLDG
77900 AVE OF THE STATES
PALM DESERT CA 92211

Applicant/Owner:

F2-Palm Desert LLC
c/o Albert Marciano
2400 E. Katella Avenue, #655
Anaheim, CA 92806

Applicant/Owner:

F2-Palm Desert LLC
c/o Albert Marciano
2400 E. Katella Avenue, #655
Anaheim, CA 92806

Engineer/Rep:

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

Engineer/Rep:

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

Owner:

Wishon Fresno LLC
c/o Alberto Marciano
2400 E. Katella Avenue, #655
Anaheim, CA 92806

Owner:

Wishon Fresno LLC
c/o Alberto Marciano
2400 E. Katella Avenue, #655
Anaheim, CA 92806

Non-County Agencies:

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Interim TLMA Director

NOTICE OF EXEMPTION

TO: Office of Planning and Research (OPR)
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. 190031 (CUP190031)/Development Agreement No. 1900019 (DA1900019)

Project Location: The project is located north of Varner Rd, east of Berkey Dr, south of Wildcat Dr, and west of Washington St. The project is located in the Western Coachella Valley Area Plan and is located in the Bermuda Dunes District.

Project Description: Conditional Use Permit No. 190031 (CUP190031) proposes to use an existing 2,572 square foot building as a storefront cannabis retailer with office space for the cannabis business. Development Agreement No. 1900019 (DA1900019) will impose a lifespan of 10 years on the proposed cannabis project, will grant the applicant vesting rights to develop the Project in accordance with the terms of CUP190031 and DA1900019, and provides community benefits to the Bermuda Dunes Area.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: F2 – Palm Desert, LLC, c/o Alberto Marciano, 2400 E. Katella Ave. #655, Anaheim, CA 92806

Exempt Status: (Check one)

- | | |
|---|--|
| <input type="checkbox"/> Ministerial (Sec. 21080(b)(1); 15268) | <input checked="" type="checkbox"/> Categorical Exemption (Sec. 15301, Sec. 15061(b)(3)) |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)) | <input type="checkbox"/> Statutory Exemption (_____) |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269 (b)(c)) | <input type="checkbox"/> Other: _____ |

Reasons why project is exempt: This project is exempt from the California Environmental Quality Act (CEQA) review pursuant to State CEQA Guidelines Section 15301 (Existing Facilities). This exemption specifically provides that "the key consideration is whether the project involves negligible or no expansion of use" and examples include the interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposal for CUP190031 shall include renovation of an existing 2,572 square foot building used for commercial purposes to be used as a Cannabis retail storefront. Renovations proposed include interior partitions as well as minor modifications to the exterior of the building including adding signage for the proposed building. No demolition is proposed as part of this project.

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

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which provides: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the demolition of the existing modular structure onsite and the construction of a new 2,500 square foot Cannabis retail storefront. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

County Contact Person	Phone Number	
Signature	Title	Date

Date Received for Filing and Posting at OPR: _____



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

4 . 6

Planning Commission Hearing: March 24, 2021

PROPOSED PROJECT

Case Number(s): CUP190034 & DA1900022

Applicant(s):

Section 15301 &
Section 15061(b)(3)

EEL – Riverside County, LLC

CEQA Exempt

Representative(s):


Area Plan: Western Coachella Valley

Elliot Lewis

Zoning Area/District: Thousand Palms District

Supervisory District: Fourth District

Project Planner: Gabriel Villalobos



Project APN(s): 650-360-021

John Hildebrand
Planning Director

PROJECT DESCRIPTION AND LOCATION

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

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

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

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

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

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

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

TENTATIVELY APPROVE Development Agreement No. 1900022, based upon the findings in this staff report, pending final adoption of the Development Agreement ordinance by the Board of Supervisors; and,

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

PROJECT DATA

Land Use and Zoning:

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

Project Details:

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

Parking:

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

Located Within:

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

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background:

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

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

On May 19, 2020, the Board of Supervisors approved the second year of the Cannabis Regulatory Program, allowing interested parties to directly submit applications for Conditional Use Permits that will be evaluated through the environmental and public review and hearing process on a case-by-case basis. The application for CUP190034 and DA1900022 was submitted on October 15, 2019.

Project Details

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

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

General Plan Consistency

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

The Light Industrial (LI) land use designation provides for a wide variety of industrial and related uses, including assembly and light manufacturing, repair and other service facilities, warehousing, distribution centers, and supporting retail uses. The project is consistent with the Community Development General Plan Foundation Component and Light Industrial Land Use Designation as it would provide community services and job opportunities within the surrounding community.

Zoning Consistency

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

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

ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS

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

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

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

shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the renovation of an existing 7,734 square foot structure. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

FINDINGS AND CONCLUSIONS

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

Land Use Findings:

1. The project site has a General Plan Land Use Designation of Light Industrial (LI). The proposed project is consistent with the land use designation as the project meets the Light Industrial floor area ratio (FAR) requirement of 0.25 to 0.60 FAR. The project will redevelop an existing 7,734 square foot building on a 0.64 acre or 27,878 square foot parcel, which equals a FAR of approximately 0.27. In addition, the Light Industrial land use designation provides for the emphasis on commercial/industrial general uses including supporting retail uses such as a cannabis retailer. The proposed project is consistent with this land use designation because the project will provide local and regional retail and services. Additionally, the Community Development General Plan Foundation Component depicts areas where urban and suburban development is appropriate. It is the intent of this Foundation Component to provide a breadth of land uses that foster variety and choice, accommodate a range of lifestyles, living and working conditions, and accommodate diverse community settings. The goal is to accommodate a balance of jobs, housing, and services within communities to help achieve other aspects of the RCIP Vision, such as mobility, open space, and air quality goals.

The project is consistent with the Community Development General Plan Foundation Component and Light Industrial Land Use Designation as the project would provide community services and job opportunities within the surrounding community, fulfilling the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry. This economic diversity also helps the County reach its stated economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses

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

Conditional Use Permit Findings:

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

Permit Requirements for All Commercial Cannabis Activities:

1. Section 19.505 of Ordinance No. 348 sets forth requirements that all Commercial Cannabis Activities, including commercial cannabis retailers, must comply with, including, among others, submitting an appropriate application, obtaining and maintaining a state license, being sited and operated in such a way that controls odors, being limited in hours of operation, and implementing sufficient security measures. All these requirements have either already been met or are required in the attached

project's Conditions of Approval or Advisory Notification Document which are incorporated herein by this reference. Specifically, Planning. 6, Planning. 9, Planning 14 and 15 of the Advisory Notification Document address odors, hours of operation and security, and other requirements of Section 19.505.

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

- l) The permittee for a Commercial Cannabis Activity shall notify the Riverside County Sherriff's Department immediately after discovering any of the following:
 - a. Significant discrepancies identified during inventory.
 - b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
 - c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
 - d. Any other breach of security.
- m) Firearms shall not be permitted at a Commercial Cannabis Activity by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security personnel.
- n) Cannabis or Cannabis Products shall not be stored outside at any time.

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

Cannabis Retailer Minimum Standards:

General Location

1. *Cannabis Retailers shall not be located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. Distance shall be measured from the nearest point of the respective lot lines using a direct straight-line measurement. A new adjacent use will not affect the continuation of an existing legal use that has been established under this Article and continuously operating in compliance with the conditional use permit, and local and State laws and regulations. This location requirement may be modified with the approval of a variance pursuant to Section 18.27 of Ordinance No. 348. In no case shall the distance be less than allowed by State law. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center. No variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.*
2. *Cannabis Retailers shall not be located within 1,000 feet of any other Cannabis Retailer. This is met because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and as of the writing of this staff report, no other Cannabis Retailer has been identified within the buffer area.*
3. *Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. The project is not located within 500 feet of a smoke shop or similar facility because a radius map buffering 1,000 feet from the subject site was prepared by Riverside County Geographic Information Systems and has not identified any smoke shop or similar facility within 500 feet of the site.*

4. *Cannabis Retailers shall not be located on a lot containing a residential dwelling unit.* The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.

Setbacks

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

Mobile Deliveries

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

Retail Operational Requirements

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

- C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 8 – Cannabis Retail Operations – 3)*
- D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician’s Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to very consumers are of appropriate age. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 9 – Cannabis Retail Operations – 4)*
- E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 10 – Cannabis Retail Operations – 5)*
- F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 11 – Cannabis Retail Operations – 6)*
- G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. (Advisory Notification Document Planning-All. 12 – Cannabis Retail Operations – 7)*
- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer. As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 13 – Cannabis Retail Operations – 8)*
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations. The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 14 – Cannabis Retail Operations – 9)*
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority. The project has*

been conditioned to meet this standard. (Advisory Notification Document Planning-All. 2 – Cannabis Retail Operations – 10)

- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned that the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. (Advisory Notification Document Planning-All. 3 – Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 4 – Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 5 – Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Advisory Notification Document Planning-All. 6 – Cannabis Retail Operations – 14)

Cannabis Retail Findings:

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

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

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

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

Other Findings:

- 1. The project site is not located within a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan.
- 2. The project site is located within the **Cathedral City** Sphere of Influence. This project was provided to **Cathedral City** for review and comment. No comments were received either in favor or opposition of the project.
- 3. The project site is not located within an Airport Influence Area (“AIA”) boundary and is therefore not subject to the Airport Land Use Commission (“ALUC”) review.
- 4. The project is exempt from CEQA and therefore is not subject to AB 52 tribal consultation.
- 5. The project site is located within Zone B of the Mount Palomar Observatory Lighting Zone boundary, as identified by Ordinance No. 655 (Mt. Palomar). The project is required to comply with all lighting standards specified within Ordinance No. 655, pursuant to Zone B.

6. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP").

Fire Findings:

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

Development Agreement:

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

Approval Requirements and Conclusion:

Based on the findings provided in this staff report and conditions of approval, the project is consistent with the General Plan and any applicable specific plan, complies with the development standards of the I-P zoning classification, complies with the permit requirements for all Commercial Cannabis Activities, complies with the minimum standard requirements and will not be detrimental to the public health, safety or general welfare. Additionally, the project complies with all applicable requirements of State law and ordinances of Riverside County.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper on March 14th. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff has not received any written communications or phone calls indicating support or opposition to the proposed project.

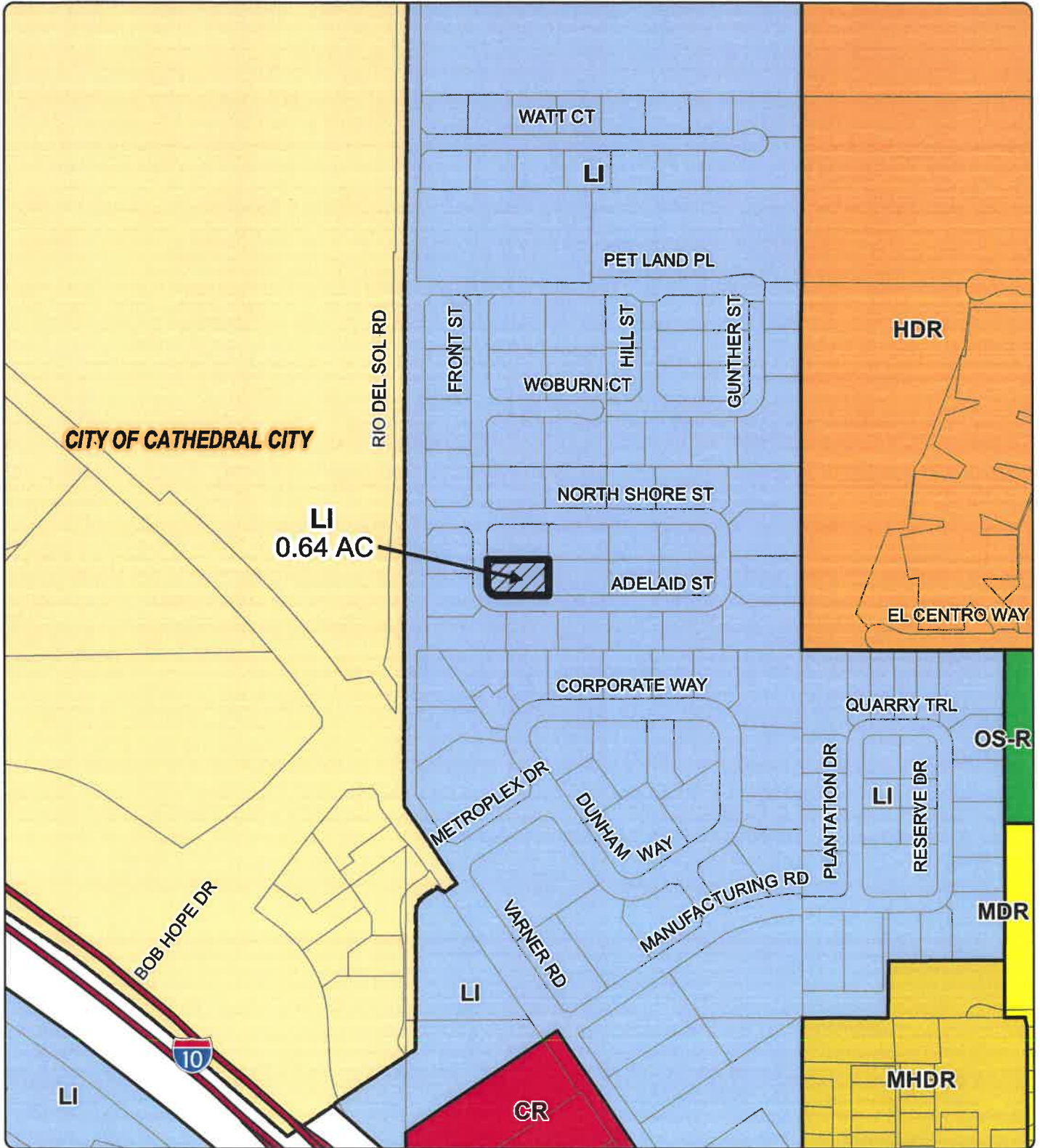
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP190034 DA1900022

EXISTING GENERAL PLAN

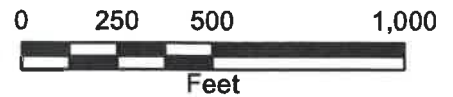
Supervisor: Perez
District 4

Date Drawn: 02/05/2021
Exhibit 5



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen



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

RIVERSIDE COUNTY PLANNING DEPARTMENT

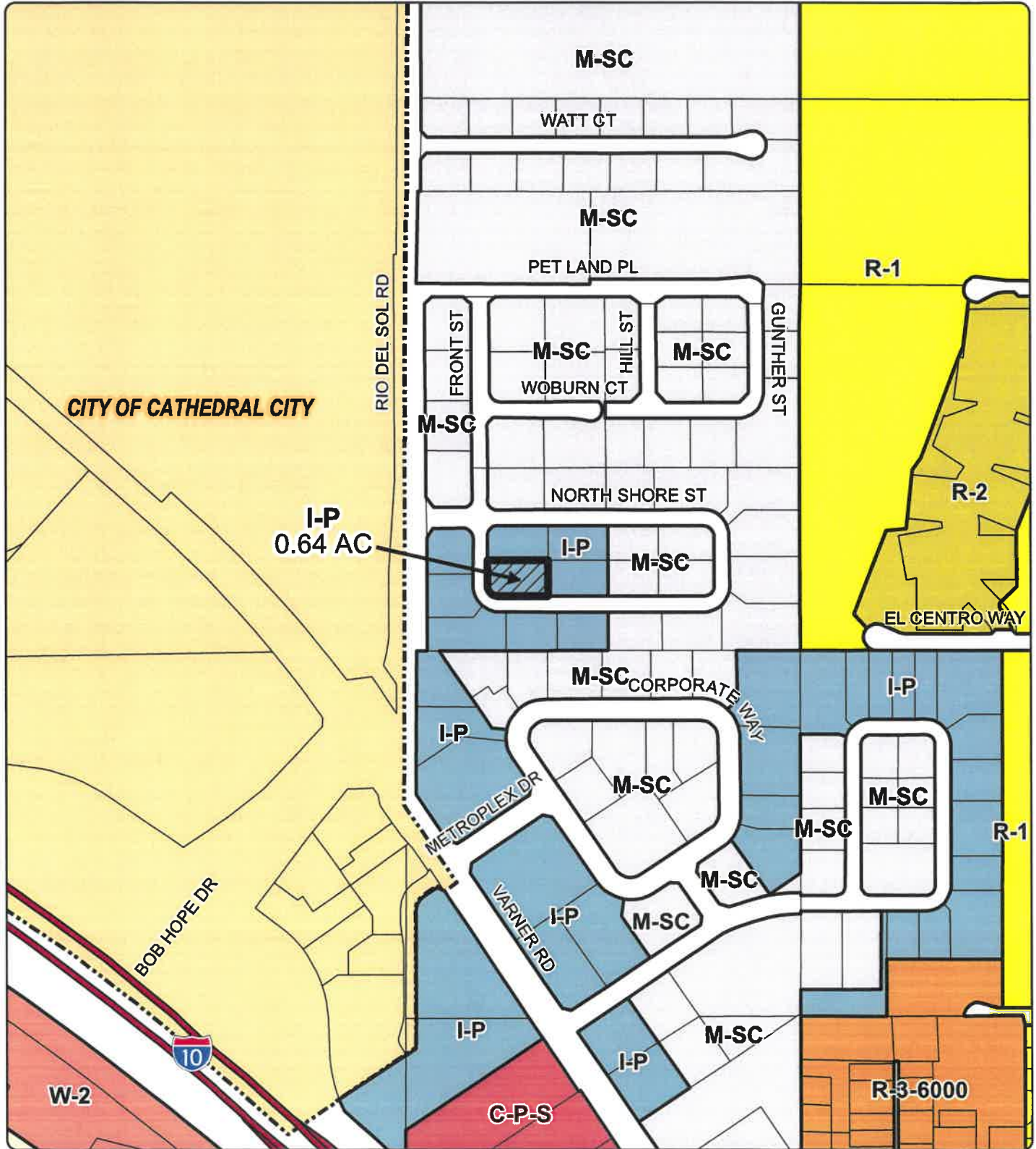
CUP190034 DA190022

Supervisor: Perez
District 4

Date Drawn: 02/05/2021

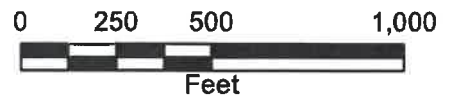
Exhibit 2

EXISTING ZONING



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen



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

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP190034 DA1900022
VICINITY/POLICY AREAS

Supervisor: Perez
 District 4

Date Drawn: 02/05/2021
 Vicinity Map



Zoning Dist: Thousand Palms

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2008, the County of Riverside adopted a new General Plan. 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)955-3400, the Placentia office at (951)955-3400, or the Perris office at (951)955-3400.

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100 CALIFORNIA PARKWAY SUITE 100
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760.378.8888
www.graphia.com

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PROJECT: 20180606.3

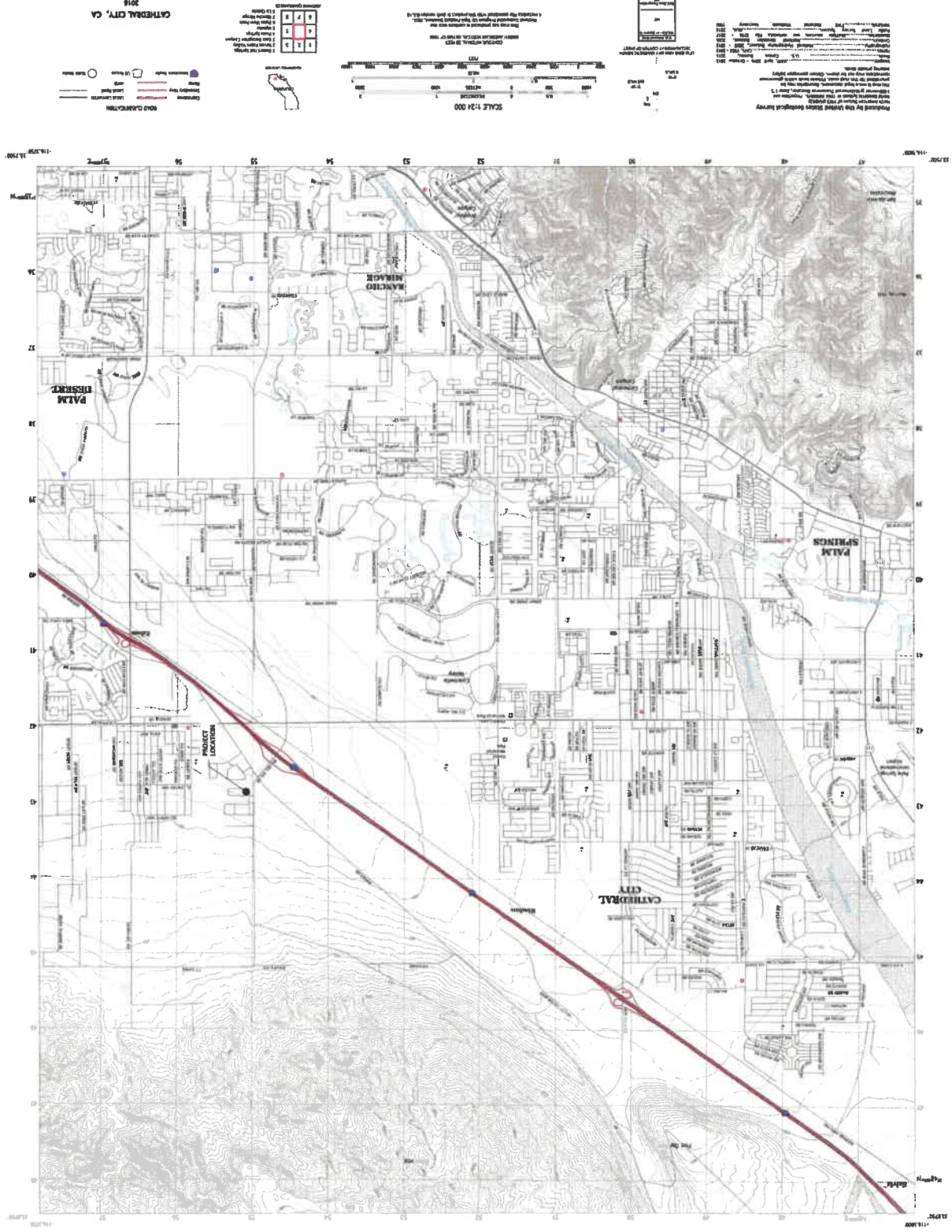
CLIENT: EEL - RIVERSIDE COUNTY, LLC dba CONNECTED CANNABIS CO.
1200 MARKET STREET, SUITE 200
IRVINE, CA 92614
PHONE: 949-770-7700
EMAIL: eel@connectedcannabis.com

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

TITLE: RIVERSIDE COUNTY
THOUSAND PALMS



SHEET: **A1.01**
DATE: 06/20/2018



CATHEDRAL CITY QUADRANGLE
CATHEDRAL CITY, RIVERSIDE COUNTY
7.5-MINUTE ZONE

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

USGS
Produced in cooperation with

usTopo
The Standard

U.S. GEOLOGICAL SURVEY QUADRANGLE MAP
SCALE: 1:24,000
1



VIEW-P1



VIEW-P2



VIEW-P3



VIEW-P4



VIEW-P5



VIEW-P6

VIEW-P7

VIEW-P8

VIEW-P9

VIEW-P10

VIEW-E

VIEW-C

VIEW-C

VIEW-C

VIEW-C

VIEW-C

VIEW-C

VIEW-C

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VIEW-C

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VIEW-C

VIEW-C

PROPERTY PHOTO MAP INDEX
 X = CAMERA PLACEMENT AND PHOTO REFERENCE

PHOTO SHEET

SCALE

1

GRAPHIA
 ARCHITECTURE
 & ENGINEERING

100 EASTWAY ROAD, SUITE 210
 MESA, AZ 85204
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PROJECT: 20190806.3

CLIENT:
 EEL - RIVERSIDE COUNTY, LLC dba
 CONNECTED CANNABIS CO.
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 EEL@CONNECTEDCANNABIS.COM
 PHONE: 952-370-8780

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

TITLE:
 PHOTO SHEET

ARCHITECT'S APPROVAL:

 THE PROJECT IS NOT APPROVED OR
 GUARANTEED BY ARCHITECT AND
 CONTRACTOR SHALL BE RESPONSIBLE FOR
 THE BUILDING AUTHORITY'S REQUIREMENTS.

SHEET:
A1.31
 1 OF 1 SHEETS

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PROJECT: 20160806.3

CLIENT: EEL - RIVERSIDE COUNTY, LLC dba CONNECTED CANNABIS CO.
EEL - RIVERSIDE COUNTY, LLC dba CONNECTED CANNABIS CO.
1500 S. GARDEN ST. SUITE 200
RIVERSIDE, CA 92507
TEL: 951-514-1111
EMAIL: info@connectedcannabis.com

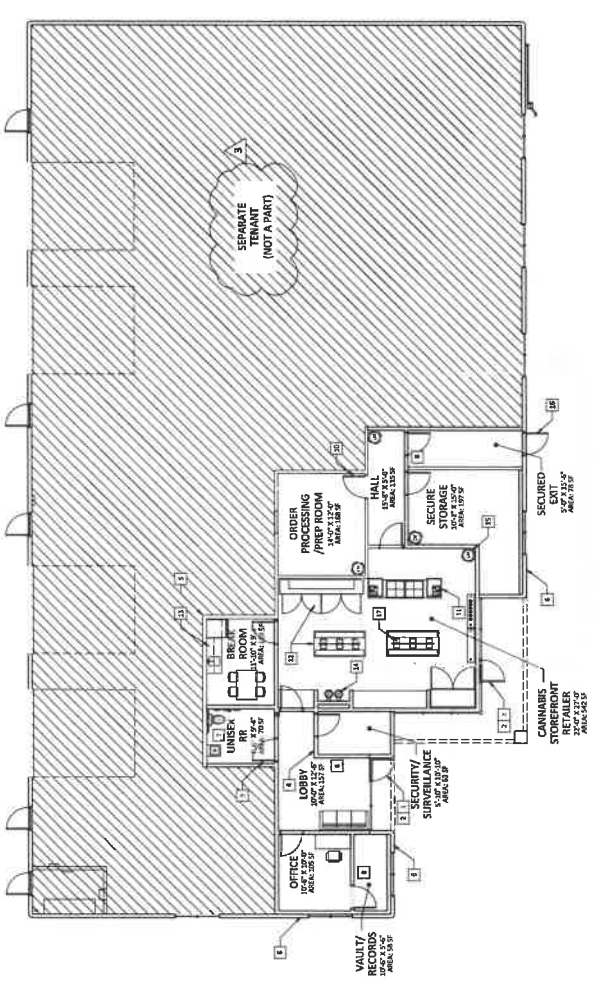
NEW CONDITIONAL USE PERMIT FOR:
**EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.**
(CANNABIS STOREFRONT RETAILER)
77064 ADELAID STREET
THOUSAND PALMS, CA 92276

TITLE: PROJECT - FLOOR PLAN
DATE: 08/20/2016
DATE: 08/20/2016
DATE: 08/20/2016



KEYNOTE LEGEND

- EXISTING MAIN BUILDING ENTRANCE & EMPLOYEE ACCESS POINT TO THE MAIN BUILDING FROM THE MAIN BUILDING ENTRANCE. THIS POINT IS TO BE MAINTAINED AND NOT CHANGED. EQUIPMENT AND SUPPLIES SHALL BE STORED IN THIS AREA TO PREVENT OBSTRUCTION OF ENTRY. REFERENCE DOOR SCHEDULE.
- EXISTING EXTERIOR WALLS.
- EXISTING EXTERIOR WALLS. THESE EXTERIOR WALLS SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED TO BE REMOVED OR CHANGED. REFER TO EXISTING ARCHITECTURAL DRAWINGS FOR EXISTING WALL SCHEDULE.
- EXISTING INTERIOR PARTITION WALL.
- EXISTING INTERIOR PARTITION WALL.
- EXISTING EXTERIOR WALL.
- ACCESSIBLE RESTROOM.
- EXISTING EXTERIOR WALL. THESE EXTERIOR WALLS SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED TO BE REMOVED OR CHANGED. REFER TO EXISTING ARCHITECTURAL DRAWINGS FOR EXISTING WALL SCHEDULE.
- EXISTING INTERIOR DOOR.
- EXISTING INTERIOR DOOR.
- POINT OF SALE.
- SECURE PRODUCT DISPLAYS.
- COUNTERTOP AND CABINETS WITH SINK. PROVIDE SINK AT OFF WALL TO CONTRIBUTE UP TO 10% OF TOTAL COUNTERTOP AREA. PROVIDE SINK AT OFF WALL TO CONTRIBUTE UP TO 10% OF TOTAL COUNTERTOP AREA. PROVIDE SINK AT OFF WALL TO CONTRIBUTE UP TO 10% OF TOTAL COUNTERTOP AREA.
- EXISTING EXTERIOR WALL. THESE EXTERIOR WALLS SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED TO BE REMOVED OR CHANGED. REFER TO EXISTING ARCHITECTURAL DRAWINGS FOR EXISTING WALL SCHEDULE.
- ACCESSIBLE DRINKING FOUNTAIN.
- EXISTING EXTERIOR WALL. THESE EXTERIOR WALLS SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED TO BE REMOVED OR CHANGED. REFER TO EXISTING ARCHITECTURAL DRAWINGS FOR EXISTING WALL SCHEDULE.
- SECURED EMERGENCY EXIT FOR AUTHORIZED PERSONNEL ONLY.
- DESIGNATED AREA FOR RETAIL SALES OF INCIDENTAL GOODS. TO BE LESS THAN 10% OF THE CANNABIS RETAIL FLOOR AREA.



PROJECT - FLOOR PLAN

KEYNOTE LEGEND

1	LIMITED ACCESS DOOR.
2	LIMITED ACCESS PERIMETER LINE.
3	SECURITY CAMERAS.

KEYNOTES - SECURITY

CAMERAS SHALL BE MOUNTED ABOVE ENTRANCE RECEPTION OR NO LESS THAN TWO (2) DISCRETE AND A MINIMUM FRAME RATE OF 30 FRAMES PER SECOND.

- 1. CAMERA - ROOF.
- 2. CAMERA - SURVEILLANCE.
- 3. CAMERA - EXTERIOR ENTRANCE/EXIT PERIMETER PAN-TILT-ZOOM.
- 4. CAMERA - INTERIOR ENTRANCE/EXIT PERIMETER PAN-TILT-ZOOM.

SECURITY NOTES

IN THE EVENT THAT ANY PORTION OF THE ALARM SYSTEM IS INCAPABLE, THE FACILITY SHALL BE STAFFED AT ALL TIMES UNTIL THE ALARM SYSTEM IS FULLY FUNCTIONAL.

RECORDED VIDEO ASSESSMENT AND SURVEILLANCE SYSTEM (VASS) SHALL BE EMPLOYED. CAMERAS AND VASS STORAGE SHALL BE DIGITAL HIGH DEFINITION OR BETTER, SET TO HIGH QUALITY SETTINGS.

VASS SHALL BE CAPABLE OF STORING NO LESS THAN 30 DAYS' WORTH OF ACTIVITY AT HIGH QUALITY SETTINGS.

VASS SHALL BE CAPABLE OF BEING ACCESSIBLE ONLY TO MANAGEMENT.

VASS SHALL BE CAPABLE OF BEING BACK-UP WITH AT LEAST 24 HOURS OF STORAGE TIME IN THE CASE OF POWER FAILURE.

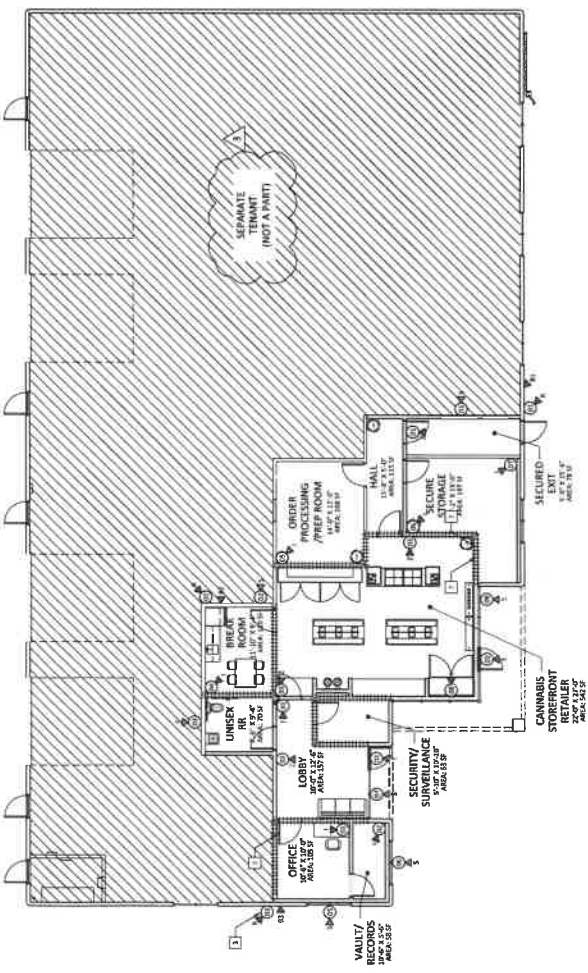
VASS SHALL SUPPORT STANDARD MP4/AVI FORMATS.

VASS SHALL BE CAPABLE OF STORING NO LESS THAN 30 DAYS' WORTH OF ACTIVITY AT HIGH QUALITY SETTINGS.

ACCESS TO VASS STORAGE SHALL BE LIMITED TO AUTHORIZED PERSONNEL ONLY. MANAGER SHALL HAVE THE ABILITY TO TRANSFER RECORDED DATA TO ANOTHER MEDIA (E.G. DVD, USB, etc.) FOR STORAGE AND ARCHIVING. ACCESS TO VASS STORAGE SHALL BE LIMITED TO AUTHORIZED PERSONNEL ONLY. MANAGER SHALL HAVE THE ABILITY TO TRANSFER RECORDED DATA TO ANOTHER MEDIA (E.G. DVD, USB, etc.) FOR STORAGE AND ARCHIVING.

THE FACILITY SHALL HAVE A VIDEO SURVEILLANCE SYSTEM (VSS) WHICH SHALL BE FULLY FUNCTIONAL AT ALL TIMES. THE VSS SHALL BE CAPABLE OF RECORDING ACTIVITY AT ALL TIMES. THE FACILITY SHALL HAVE A VIDEO SURVEILLANCE SYSTEM (VSS) WHICH SHALL BE FULLY FUNCTIONAL AT ALL TIMES. THE VSS SHALL BE CAPABLE OF RECORDING ACTIVITY AT ALL TIMES.

THE APPLICANT IS RESPONSIBLE FOR REASONABLELY CONTROLLING THE CONDUCT OF PERSONS ON THE SITE AND SHALL IMMEDIATELY CONTACT CUSTOMER.



PROJECT - SECURITY FLOOR PLAN

SCALE: 1/8" = 1'-0"

1

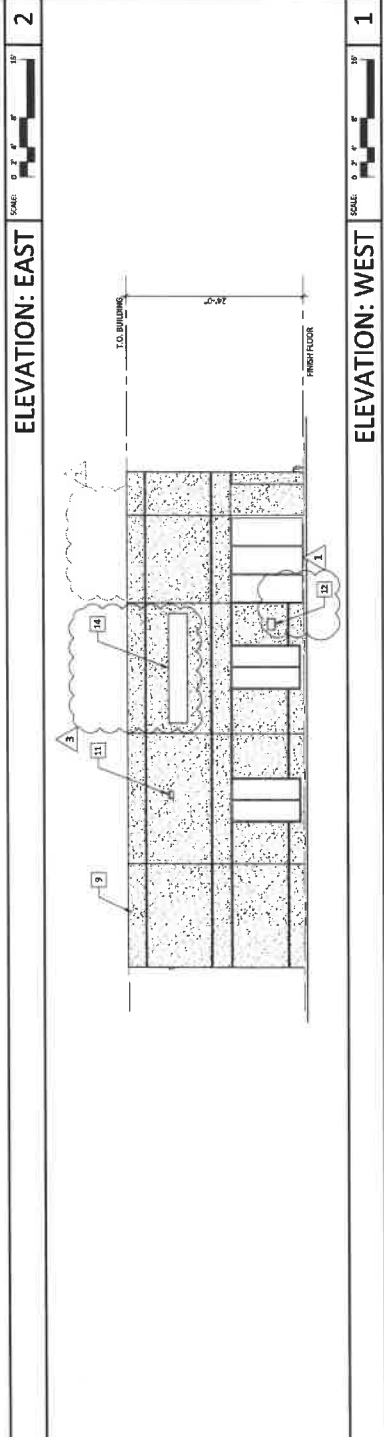
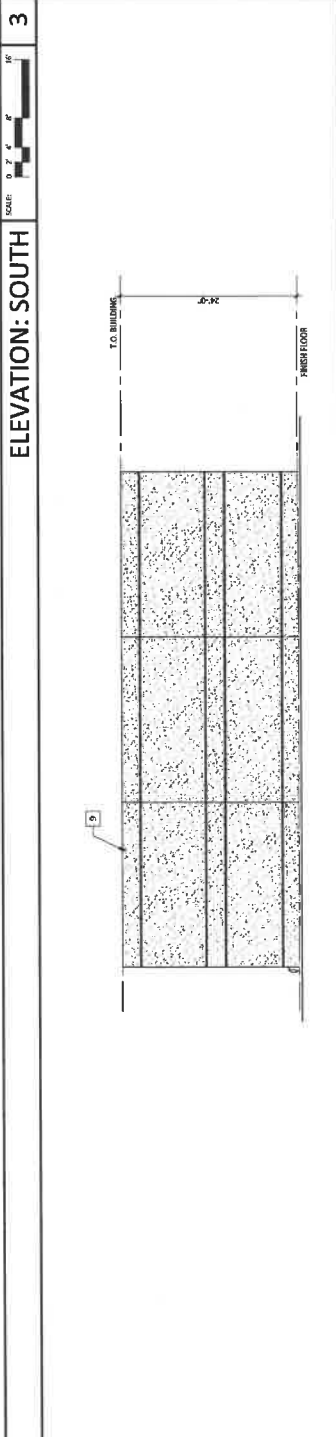
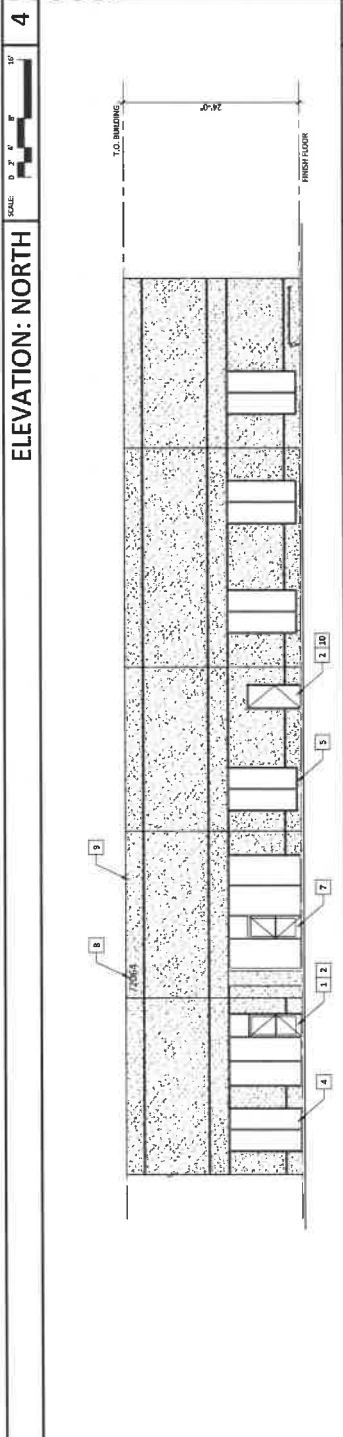
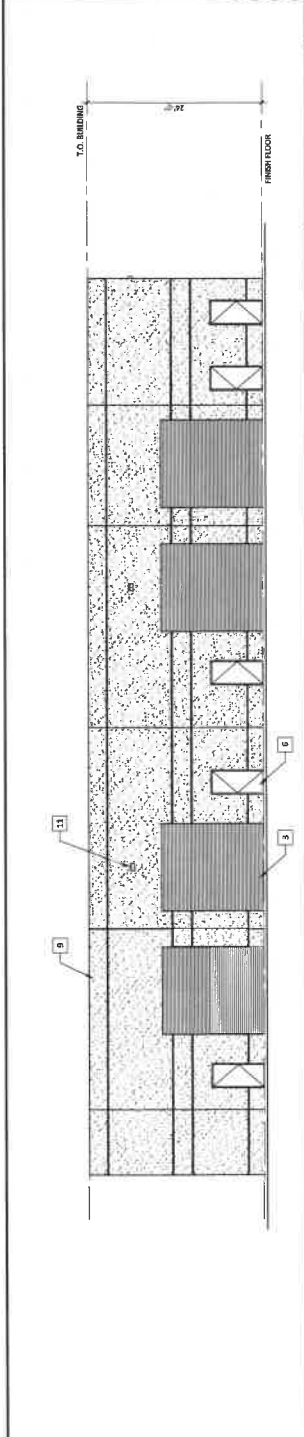
- KEYNOTES**
- EXISTING MAIN BUILDING ENTRANCE.
 - EXISTING EMPLOYEE ACCESS POINT.
 - EXISTING ROLL UP DOOR.
 - EXISTING STORE FRONT.
 - EXISTING WINDOW.
 - EXISTING EXTERIOR DOOR.
 - EXISTING SIGNAGE.
 - EXISTING BUILDING ADDRESS SIGNAGE. STREET FRONT ADDRESS IS REQUIRED ON THE BUILDING THAT COMPLIES WITH C.C. 506.
 - EXISTING CONCRETE TILE PANEL.
 - PROPOSED MAIN DOOR.
 - EXISTING EXTERIOR LIGHTING.
 - EXISTING EXTERIOR LIGHTING.
 - EXISTING EXTERIOR LIGHTING.
 - EXISTING EXTERIOR LIGHTING.
 - EXISTING EXTERIOR LIGHTING.
 - EXISTING EXTERIOR LIGHTING.

ORDINANCE NO. 348

SECTION 19.4

1. SIGNAGE ON THE BUILDING SHALL BE PLACED ON THE BUILDING AND NOT ON THE ADJACENT WALLS OR SIGNAGE SHALL BE AFFIXED ON, ABOVE OR OVER THE ROOF OF ANY BUILDING. A MAXIMUM LETTER HEIGHT SHALL BE CONSIDERED IN PARAGRAPH 19.4.2.

2. SIGNAGE SHALL BE PLACED ON THE FRONT WALL OF BUILDING - THE SURFACE AREA OF THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING. THE SURFACE AREA OF THE SIGN SHALL NOT EXCEED TEN PERCENT OF THE SURFACE AREA OF THE FRONT FACE OF THE BUILDING.



EXTERIOR COLORS

ROOFING	NO CHANGE
GUTTER	NO CHANGE
DOORS	NO CHANGE
WINDOWS	NO CHANGE
WALL/LADY	NO CHANGE
WALL/LADY TRIM	NO CHANGE

These drawings are instruments of service prepared by the professional seal of Sean Feiler, Architect. All design information contained in these drawings is the property of Graphia Architectural Engineering. No part of this information may be reproduced, stored in a retrieval system, or used otherwise without the prior written consent of Graphia Architectural Engineering.

PROJECT: 20150806.3

CLIENT:
EEL - RIVERSIDE COUNTY, LLC dba
CONNECTED CANNABIS CO.
1500 MAIN STREET, #500
IRVING, CA 92614
PHONE: 952-375-3795
EMAIL: seanfeiler@graphia.com

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

TITLE:
PERMITS DETAILS

ARCHITECT'S APPROVAL:
Sean Feiler, Architect
Professional Seal

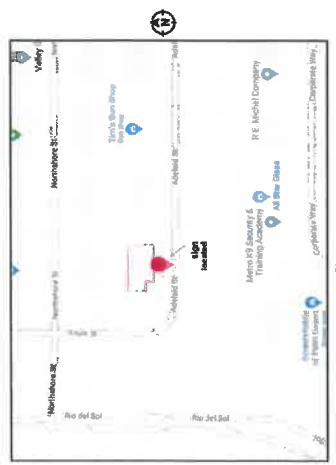
THIS PROJECT IS NOT APPROVED OR
PERMITTED AND NOT LEGAL IN THE JURISDICTION
OF THE ARCHITECT'S LICENSE JURISDICTION.

SHEET:
A9.91
1 OF 3



PAINTED SIGN PROPOSED

2 PAINTED SIGN PROPOSED LOCATION SCALE: 1/8" = 1'-0"



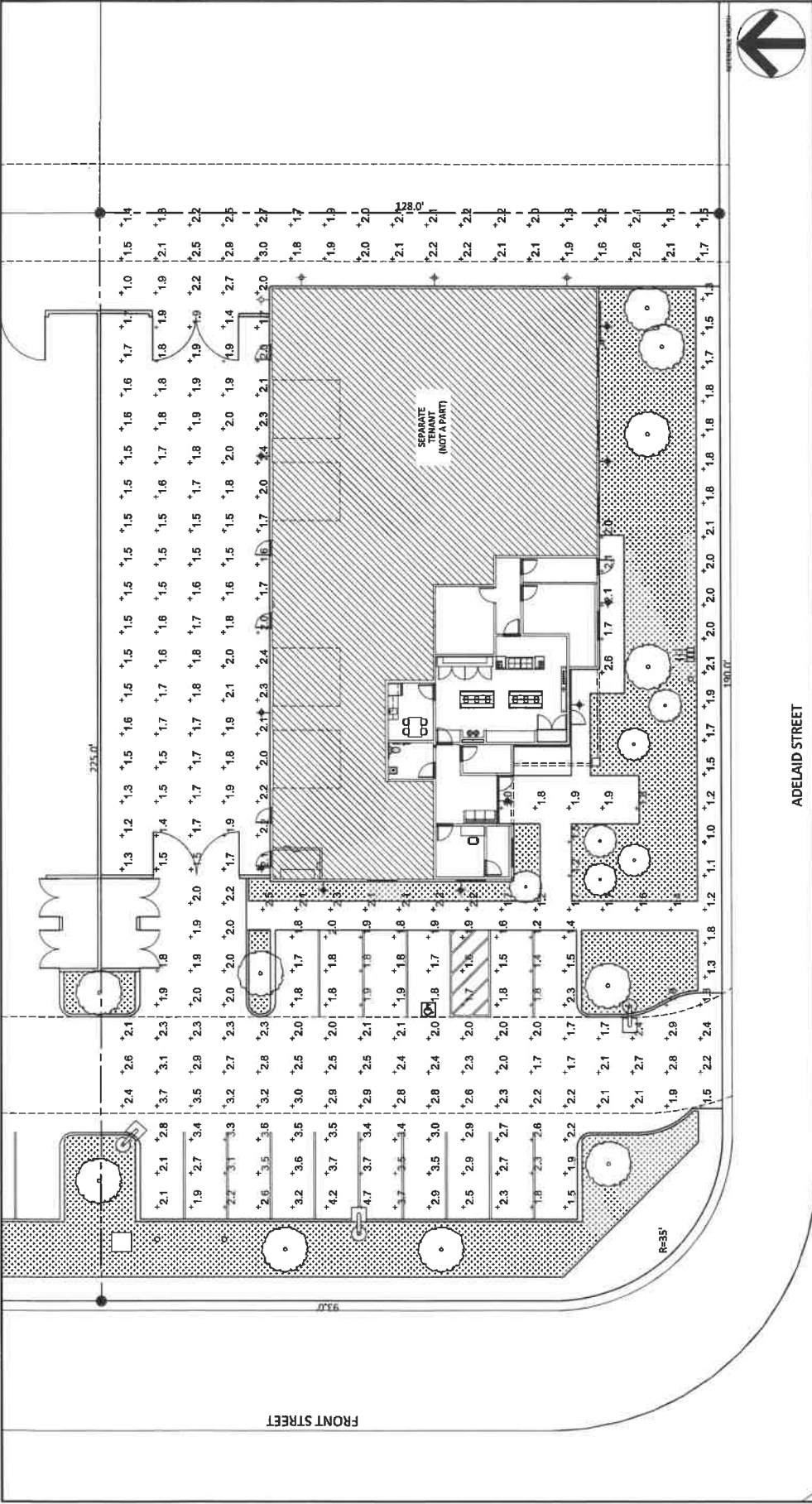
Site plan

1 SITE LOCATION SCALE: 1/8" = 1'-0"

15'
2.5'
CATALYST

PAINTED SIGN SPECIFICATIONS:
-Semi Gloss Exterior Paint
-Color: HEX #005293

3 PROPOSED SIGN SCALE: 1/8" = 1'-0"



PHOTOMETRIC SITE PLAN SCALE: 1/8" = 1'-0"

SITE LIGHTING NOTES		LIGHT LEVEL STATISTICS				LIGHTING SCHEDULE								
ALL LIGHTING SHALL BE FULL-CUTOFF FIXTURES SHOWN WITH THE PROJECT SITE AS TO NOT SPILL LIGHT INTO ADJACENT PROPERTY OR INTO THE ROADWAY.		ZONE	SPARK	AVG (FC)	MAX (FC)	MIN (FC)	MAX (FC)	MIN (FC)	MAX (FC)	MIN (FC)	MAX (FC)			
		PARKING LOT	+	2.1	4.7	3.0	4.31	2.11	+	10	DOWNWARD JACKSON 40K 150 INVOULT	LED	3795	38.3
		WALKWAY	+	1.8	2.6	3.0	2.63	1.81	+	1	DOWNWARD JACKSON 40K 150 INVOULT	LED	3940	26.3
									+	3	DOWNWARD JACKSON 40K 150 INVOULT	LED	2305	18.1
									+	3	DOWNWARD JACKSON 40K 150 INVOULT	LED	8710	7.0

GRAPHIA
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ENGINEERING

1000 CALIFORNIA DRIVE, SUITE 120
LAUREL, CA 92024
(951) 291-8888
info@graphia.com
graphia.com

These drawings are instruments of service prepared by the undersigned professional engineer for the project and shall not be used for any other project without the written consent of the undersigned professional engineer.

PROJECT: 20150806.3

CLIENT: EEL - RIVERSIDE COUNTY, LLC dba CONNECTED CANNABIS CO. (CANNABIS STOREFRONT RETAILER)
72064 ADELAID STREET
THOUSAND PALMS, CA 92276

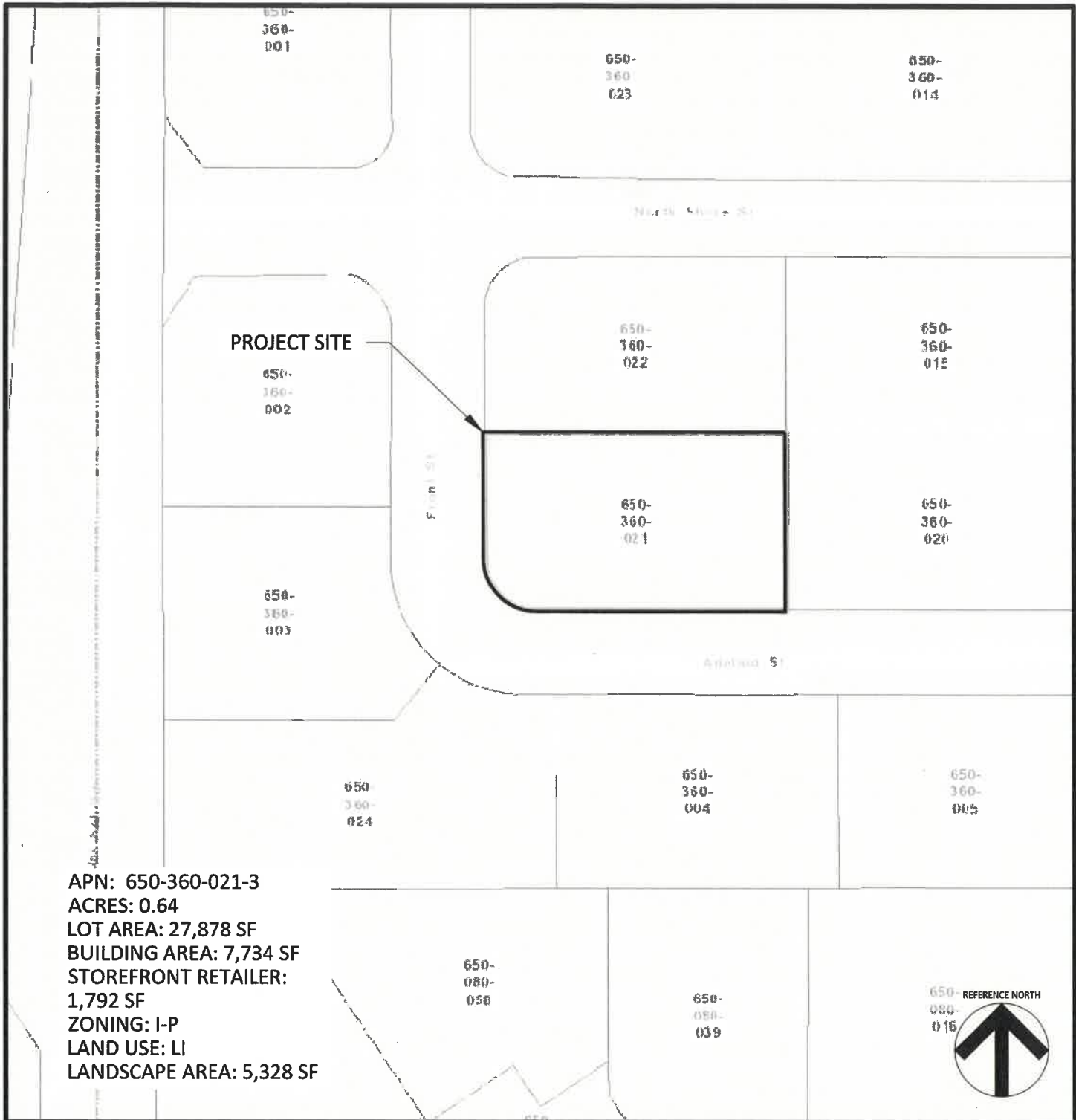
DATE: 8/26/2015
PHONE: 952-372-2280
EMAIL: info@graphia.com

TITLE: PHOTOMETRIC PLAN

ARCHITECT'S APPROVAL:

E2.11

SCALE: 1/8" = 1'-0"



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

LOCATIONAL MAP

SCALE: 0 100' 1

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 ARCHITECTURE
 & ENGINEERING

100 GATEWAY DRIVE, SUITE 120
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 Design@GRAPHIA.com
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NEW CONDITIONAL USE PERMIT FOR:
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CONNECTED CANNABIS CO.
(CANNABIS STOREFRONT RETAILER)
72064 ADELAID STREET
THOUSAND PALMS, CA 92276

CLIENT:
 EEL - RIVERSIDE COUNTY, LLC, dba
 CONNECTED CANNABIS CO.
 ELLIOT LEWIS
 1300 MAIN STREET, #500
 IRVINE, CA 92614
 EMAIL: elewisbroker@gmail.com
 PHONE: 562-370-3780

ARCHITECT'S APPROVAL:



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

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



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

Juan C. Perez
Agency Director



02/19/21, 11:20 am

CUP190034

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190034. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1 AND - Preamble

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Plan (CUP190034) and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

Advisory Notification. 2 AND - Project Description & Operational Limits

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

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

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

Advisory Notification. 3 AND - Exhibits

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

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

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

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

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

3. Compliance with applicable County Regulations, including, but not limited to:
 - Ord. No. 348 (Land Use Planning and Zoning Regulations)
 - Ord. No. 413 (Regulating Vehicle Parking)
 - Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
 - Ord. No. 457 (Building Requirements)
 - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
 - Ord. No. 460 (Division of Land)
 - Ord. No. 461 (Road Improvement Standards)
 - Ord. No. 484 (Control of Blowing Sand)
 - Ord. No. 625 (Right to Farm)
 - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
 - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
 - Ord. No. 878 (Regarding Noisy Animals)
 - Ord. No. 655 (Regulating Light Pollution)
 - Ord. No. 671 (Consolidated Fees)
 - Ord. No. 679 (Directional Signs for Subdivisions)
 - Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley)
 - Ord. No. 787 (Fire Code)
 - Ord. No. 847 (Regulating Noise)
 - Ord. No. 857 (Business Licensing)
 - Ord. No. 859 (Water Efficient Landscape Requirements)
 - Ord. No. 915 (Regulating Outdoor Lighting)
 - Ord. No. 916 (Cottage Food Operations)
 - Ord. No. 925 (Prohibiting Marijuana Cultivating)
 - Ord. No. 927 (Regulating Short Term Rentals)
 - Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

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

Fire

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

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

General

General. 1 General – Business Licensing

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

General. 2 General – Causes for Revocation

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

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

General. 3 General – Ceased Operations

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

ADVISORY NOTIFICATION DOCUMENT

General

General. 5 **General – Human Remains (cont.)**
 comply with State Health and Safety Code Section 7050.5.

General. 6 **General – Review Fees**

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

General. 7 **General – Unanticipated Resources**

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

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

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

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

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

Planning

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

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 2 **General - B. State License Required (cont.)**

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

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

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

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

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

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

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

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 6

General - F. Nuisance Odors (cont.)

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

Planning. 7

General - G. Commercial Cannabis Activity Operator Qualifications

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

Planning. 8

General - H. Relocation of a Permitted Commercial Cannabis Activity

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

Planning. 9

General - I. Hours of Operation

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

Planning. 10

General - J. Inspections

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

Planning. 11

General - K. Monitoring Program

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

Planning. 12

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

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 15

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

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

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

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

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

- a. Significant discrepancies identified during inventory.
- b. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Activity or any agent or employee of the Commercial Cannabis Activity.
- c. The loss or unauthorized alteration of records related to Cannabis, registering qualifying patients, primary caregivers, or employees or agents of the Commercial Cannabis Activity.
- d. Any other breach of security.

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

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

Planning. 16

General - O. Permit and License Posting

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

Planning. 17

General - P. Signage

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

1. In addition to the requirements set forth in this section and California Business and Professions Code section 26152 as may be amended, business identification signage for a Commercial Cannabis Activity shall comply with Section 19.4 of this ordinance.
2. No Commercial Cannabis Activity shall advertise by having a person or device holding a sign or an air

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 17 General - P. Signage (cont.)

dancer sign advertising the activity to passersby, whether such person, device or air dancer is on the lot of the Commercial Cannabis Activity or elsewhere including, but not limited to, the public right-of-way.

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

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

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

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

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

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

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

Planning. 18 General - Q. Records

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

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning

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

2. All buildings and structures, including greenhouse, hoop structures, or other similar structures shall comply with all applicable Building, Fire, and Safety laws and regulations. All buildings and structures shall be reviewed by the Riverside County Building and Safety Department in accordance with the California Building Code and Riverside County Ordinance No. 457 and by the Riverside County Fire Department in accordance with Riverside County Ordinance No. 787 and the California Fire Code.

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

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

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

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

Planning-All

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

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

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

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

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

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

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

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

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

Planning-All. 5 Cannabis Retail Operations - 13

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

Planning-All. 6 Cannabis Retail Operations - 14

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

Planning-All. 7 Cannabis Retail Operations - 2

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

Planning-All. 8 Cannabis Retail Operations - 3

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

Planning-All. 9 Cannabis Retail Operations - 4

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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

Planning-All. 12 Cannabis Retail Operations - 7

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

ADVISORY NOTIFICATION DOCUMENT

Waste Resources

Waste Resources. 1

Waste - General (cont.)

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

Plan: CUP190034

Parcel: 650360021

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1 E Health Clearance Not Satisfied

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

080 - E Health. 2 Sewer Will Serve Not Satisfied

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

080 - E Health. 3 Water Will Serve Not Satisfied

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

Transportation

080 - Transportation. 1 TUMF Not Satisfied

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

Waste Resources

080 - Waste Resources. 1 Waste Recycling Plan Not Satisfied

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

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 Hazmat Clearance Not Satisfied

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

Waste Resources

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

Prior to final inspection, the applicant shall complete a Mandatory Commercial Recycling and Organics Recycling Compliance form (Form D). Form D requires applicants to identify programs or plans that address commercial and organics recycling, in compliance with State legislation/regulation. Once completed, Form D shall be submitted to the Recycling Section of the Department of Waste Resources for approval. For more information go to:

Plan: CUP190034

Parcel: 650360021

90. Prior to Building Final Inspection

Waste Resources

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

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT

REVISED PERMIT Original Case No. _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: EEL - Riverside County, LLC

Contact Person: Elliot Lewis, Managing Member E-Mail: elewisbroker@gmail.com

Mailing Address: 1900 Main Street, #500
Street
Irvine, CA 92614
City State ZIP

Daytime Phone No: (562) 370-3780 Fax No: () _____

Engineer/Representative Name: Graphia Architecture & Engineering

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

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

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

Property Owner Name: Franklin W. Gibson & Sandra J. Gibson, Co-Trustees U/D/T dated 10/28/93

Contact Person: Sandra J. Gibson, Co-Trustee E-Mail: jeaniegibson715@gmail.com

Mailing Address: 16991 Bolero Lane
Street
Huntington Beach, CA 92649
City State ZIP

Daytime Phone No: (714) 345-1726 Fax No: () _____

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

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

"Planning Our Future... Preserving Our Past"

APPLICATION FOR LAND USE AND DEVELOPMENT

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

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

Franklin W. Gibson, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

Sandra J. Gibson, Co-Trustee

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

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

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 650-360-021

Approximate Gross Acreage: 0.64

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

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

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

Cannabis RFP Response CAN190034.

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

Number of existing lots: 1

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

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

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

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

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

Cannabis RFP Response CAN190034 and an Application for Development Agreement

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

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

Initial Study (EA) No. (if known) EA38545 EIR No. (if applicable): _____

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

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

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: _____

Address: _____

Phone number: _____

Address of site (street name and number if available, and ZIP Code): _____

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: _____

Specify any list pursuant to Section 65962.5 of the Government Code: None

Regulatory Identification number: _____

Date of list: _____

Applicant: N/A Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) Franklin W. Gibson Franklin W. Gibson, Co-Trustee Date 10/9/2019

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

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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

NOTICE OF PUBLIC HEARING

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

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

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

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

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

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

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

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

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on February 08, 2021

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

APN (s) or case numbers CUP190034 / DA1900022 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

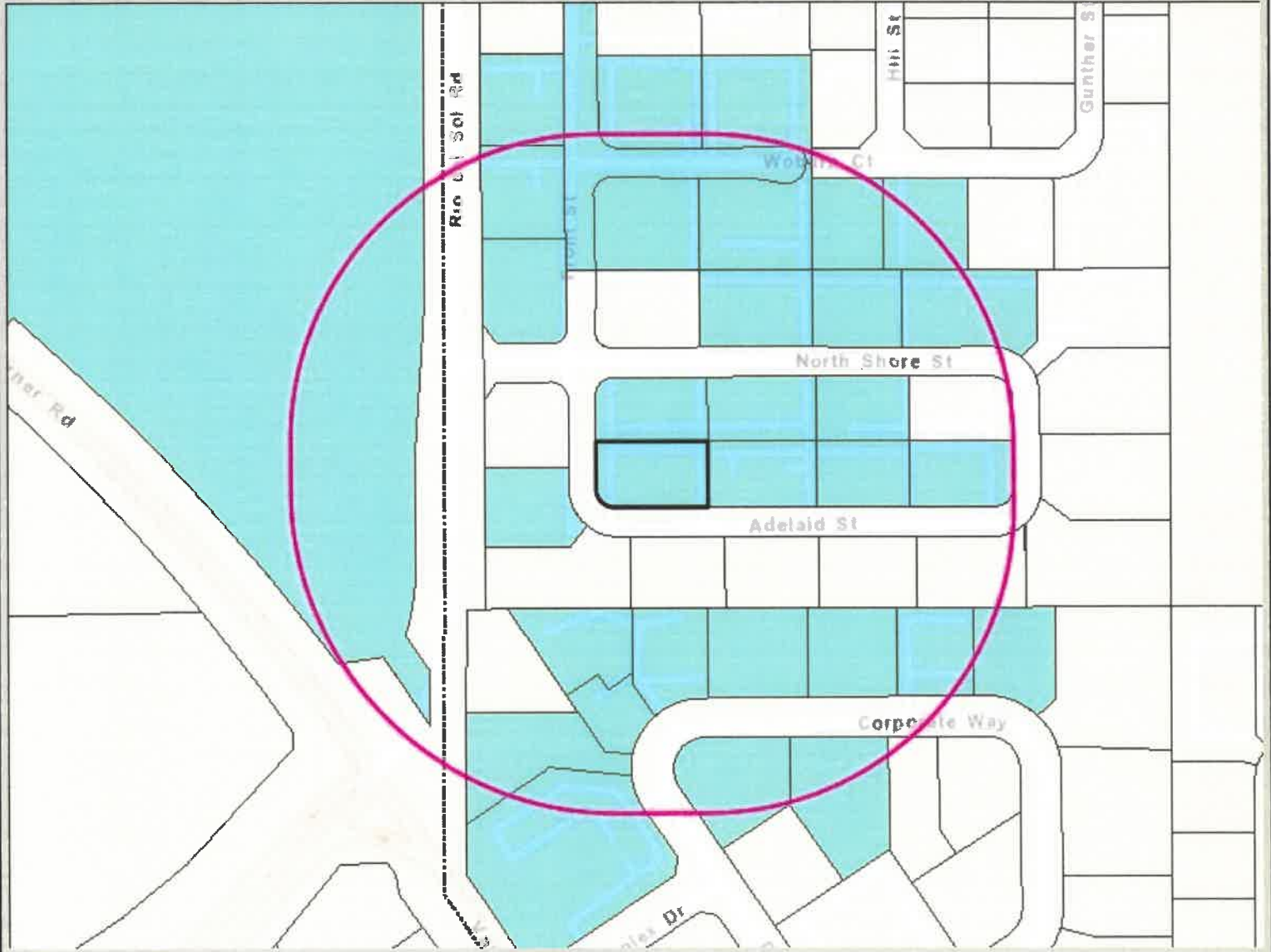
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CUP190034 / DA1900022 (600 feet buffer)



- Legend**
-  County Boundary
 -  Cities
 -  Parcels
 -  World Street Map

Notes



0 376



752 Feet

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

REPORT PRINTED ON... 2/8/2021 11:31:09 AM

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650080016
FRANK HARRISON
83295 N SHORE DR
INDIO CA 92203

650080058
FORSCHE PROP
PO BOX 1144
LA QUINTA CA 92253

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

650350013
ADM PROP
28 HAMMOND STE F
IRVINE CA 92618

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

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

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

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

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

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

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

650360015
BISON INV
17602 SAMPSON LN
HUNTINGTON BEACH CA 92647

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

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

650350006
N617KM
26021 ATLANTIC OCEAN
LAKE FOREST CA 92630

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

650350002
JRP REALTY CA
30643 FRONT ST
THOUSAND PALMS CA 92276

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

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

650080031
MARY ESCAMILLA
P O BOX 265
THOUSAND PALMS CA 92276

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

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

650350004
AIRGAS WEST INC
3737 WORSHAM AVE
LONG BEACH CA 90808

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

650360019
TIMOTHY WESLEY LEWIS
57632 SUNNYSLOPE DR
YUCCA VALLEY CA 92284

650360016
ADJ PROP
73186 CYPRESS DR
RANCHO MIRAGE CA 92270

650080017
GERRY REALTY
78955 MARTINIQUE DR
BERMUDA DUNES CA 92203

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

650080042
ERIK S. MOLLER
78455 AVENUE 41
INDIO CA 92201

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

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

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

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

Applicant/Owner:

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

Applicant/Owner:

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

Engineer/Rep:

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

Engineer/Rep:

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

Owner:

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

Owner:

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

Non-County Agencies:

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

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

NOTICE OF EXEMPTION

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

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

38686 El Cerrito Road
Palm Desert, CA 92201

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

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

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

Name of Public Agency Approving Project: Riverside County Planning Department

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

Exempt Status: (Check one)

- | | |
|---|--|
| <input type="checkbox"/> Ministerial (Sec. 21080(b)(1); 15268) | <input checked="" type="checkbox"/> Categorical Exemption (Sec. 15301, Sec. 15061(b)(3)) |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)) | <input type="checkbox"/> Statutory Exemption (_____) |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269 (b)(c)) | <input type="checkbox"/> Other: _____ |

NOTICE OF EXEMPTION

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

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

This proposed project is also exempt from California Environmental Quality Act (CEQA) review pursuant to Article 5 - Preliminary Review of Projects and Conduct of Initial Study, Section 15061 (b)(3), which provides: Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. The Project is deemed to be a "project" pursuant to CEQA. The Project is a retail business (cannabis retail) and includes the renovation of an existing 7,734 square foot structure. No cultivation, testing, microbusiness, distribution, or manufacturing is involved with the Project or project site. The Project is EXEMPT under State CEQA Guidelines Section 15061 because Section (b) (3) provides: The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will continue to utilize the site as a commercial land use and will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. Lastly, as the State has created various rules and regulations as they relate to cannabis waste, particularly for cannabis cultivators, there are no impacts related to cannabis as a hazardous waste as it relates to the commercial selling of cannabis (the State actually treats cannabis as an organic waste, versus a hazardous waste). Therefore, the project meets the requirements for CEQA exemption per Section 15061(b)(3) as there is no potential that the Project as proposed would have a significant physical impact on the environment.

_____ County Contact Person _____ Phone Number

_____ Signature _____ Title _____ Date

Date Received for Filing and Posting at OPR: _____




**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

4 . 7

Planning Commission Hearing: March 24, 2021

PROPOSED PROJECT

Case Number(s):	DA1900020, CZ1900035, CZ2100007 and CUP190032	Applicant(s):	CPR - Winchester, LLC.
CEQA Exempt	Section No. 15061 (b) (3), Section No. 15301, and Section No. 15303	Representative(s):	Graphia Architecture & Engineering
Area Plan:	Harvest Valley/Winchester	 <hr style="border: 0; border-top: 1px solid black;"/> John Hildebrand Interim Planning Director	
Zoning Area/District:	Winchester Area		
Supervisory District:	Third District		
Project Planner:	Mina Morgan		
Project APN(s):	463-117-049		

PROJECT DESCRIPTION AND LOCATION

Change of Zone No. 1900035 changes the existing zoning on the site from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S).

Ordinance No. 348.XXXX associated with **Change of Zone No. 2100007** is a text amendment to Ordinance No. 348 to clarify the distance measurement in Section 19.519.A.3 for the distance from Cannabis Retailers to smoke shops or similar facilities and to clarify the distance shall be measured from the nearest point of entry of the cannabis retailer and smoke shop or similar facility along the pedestrian or vehicular path of travel, whichever is shorter.

Conditional Use Permit No. 190032 is a proposal to utilize an existing building to establish and operate a 900 square foot cannabis retail facility with delivery on a 0.31 acre lot with parking and landscaping. The hours of operation for the retail cannabis business will be from Monday through Sunday 6 am to 10 pm. Deliveries will operate daily during normal business hours, seven days per week. The project includes a proposed nine (9) off-street vehicle parking spaces which consists of eight (8) standard parking spaces and one (1) accessible parking space for persons with disabilities,

Development Agreement No. 1900020 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. 1900020 and Conditional Use Permit No. 190032. The Development Agreement will provide community benefits to the Winchester Area and has a term of 10 years.

The project site is located at 28384 Winchester Road, north of Taylor Street, east of Winchester Road, south of Wesley Street, and west of Whittier Ave.

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

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

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

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

ADOPT Ordinance No. 348.XXX associated with **Change of Zone No. 2100007**, to modify the text of Ordinance No. 348 Section 19.519.A.3, based upon the findings and conclusions provided in this staff report; and,

TENTATIVELY APPROVE Change of Zone No. 1900035, to change the zoning classification for the subject property from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S) based upon the findings and conclusions provided in this staff report, and pending adoption of the zoning ordinance by the Board of Supervisors; and,

TENTATIVELY APPROVE Development Agreement No. 1900020, 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. 190032, 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 Ordinance No. 348.XXX, the zoning ordinance for Change of Zone No. 1900035 and the Development Agreement ordinance by the Board of Supervisors.

PROJECT DATA

Land Use and Zoning:

Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development (CD)
Proposed General Plan Foundation Component:	N/A
Existing General Plan Land Use Designation:	Commercial Retail (CR)
Proposed General Plan Land Use Designation:	N/A
Policy / Overlay Area:	N/A
Surrounding General Plan Land Uses	
North:	Commercial Retail (CR)
East:	Commercial Retail (CR)
South:	Commercial Retail (CR)

West:	Commercial Retail (CR)
Existing Zoning Classification:	Manufacturing-Service Commercial (M-SC)
Proposed Zoning Classification:	Scenic Highway Commercial (C-P-S)
Surrounding Zoning Classifications	
North:	Manufacturing-Service Commercial (M-SC)
East:	Rural Residential (R-R)
South:	Scenic Highway Commercial (C-P-S)
West:	Manufacturing-Service Commercial (M-SC)
Existing Use:	Vacant Building
Surrounding Uses	
North:	Vacant Land
South:	Vacant Land
East:	Residential
West:	Tire shop

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	0.31	N/A
Existing Building Area (SQFT):	900	N/A
Building Height (FT):	17'-6"	50

Parking:

<i>Type of Use</i>	<i>Building Area (in SF)</i>	<i>Parking Ratio</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Commercial Cannabis Activities – Retail and Office	900	1 spaces / 200 sq. ft. of gross floor area	5	9
TOTAL:			5	9

Located Within:

City's Sphere of Influence:	No
Community Service Area ("CSA"):	Yes – CSA 146
Special Flood Hazard Zone:	No – Outside 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 Cell Number
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat (“SKR”) Fee Area:	Yes – Within The SKR Fee Area
Airport Influence Area (“AIA”):	Yes – March Air Reserve Base, Zone E

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.

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

The project was assigned an RFP Cannabis File No. CAN190036. Pursuant to the Board of Supervisors approved ranking list, this application was ranked number 15 and as a result, the applicant was allowed to proceed forward to the Conditional Use Permit (CUP) process.

General Plan Consistency:

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

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

Zoning Consistency:

The project site is currently zoned Manufacturing-Service Commercial (M-SC). Pursuant to Ordinance No. 348, Article XIXh, Section 19.518, Cannabis Retailers are allowed in the M-SC Zone with an approved conditional use permit and development agreement. Although Cannabis Retailers are allowed within the M-SC Zone, the Zoning consistency as well as the General Plan Land Use Designation were found inconsistent with each other. As a result, a Change of Zone Application was submitted to the County of Riverside to change the zoning from Manufacturing-Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S) to ensure consistency with the General Plan. 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 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 Sections 19.505 and 19.519 of Ordinance No. 348, including design, height, security, 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.

Project Details:

The proposed project will occupy an approximately 900 square-foot building to be used as a storefront for a retail cannabis business on a 0.31 acre lot with parking and landscaping. The project includes nine (9) off-street parking spaces which consists of eight (8) standard parking spaces, and one (1) accessible parking space, exceeding the off-street requirement for retail cannabis at 1 stall per 200 square-feet that requires a minimum of five (5) parking spaces. In addition, two (2) of the standard parking spaces will be dedicated for the delivery vehicles. The project is not required to provide electrical vehicle parking, as the

project is only required to provide a minimum of five parking spaces. The site also includes a trash at the northeast corner of the property. Furthermore, landscaping and internal walkways are proposed throughout the site. The property is accessed from Winchester Road.

The existing structure is a single story log cabin style building with a composition pitched roof. The structure has a log cabin finish siding installed along all elevations of the building with glass windows, and exterior doors.

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

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

ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS

The proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed Project will merely continue to operate as a retail establishment similar to prior ongoing activities at the Project site. The Project will not result in any additional impacts related to traffic, air quality, or public safety, beyond what already occurs at the existing commercial retail establishment. As the land is already developed, there are no potential impacts related to aesthetics, biological and cultural resources, hydrology, or other similar potential impacts. The change in zoning from M-SC to C-P-S would achieve consistency with the General Plan and would not result in any greater impacts than what was already anticipated in the General Plan. The text change to Ordinance No. 348 would merely clarify how the distance between cannabis retail and smoke shops are measured, which would ensure a more accurate separation between such facilities would occur. This clarification would not lead to any physical environmental impacts pursuant to CEQA. 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 State CEQA Guidelines Section 15301 (Class 1, Existing Facilities Exemption). 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 is consistent with the Class 1 exemption.

This project is also exempt from CEQA review pursuant to State CEQA Guidelines 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 applied to 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 900 square foot 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 industrial uses in the surrounding area and there are residential uses further east of and commercial uses to the west 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. Additionally, the project meets the criteria of the exemption since it is not located within an unusual environmental circumstance. 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, thus, no environmental impacts are anticipated to occur. The County of Riverside regulates the effects of soils and geological constraints primarily through the enforcement of the California Building Code (CBC), which requires the implementation of engineering solutions for constraints to development posed by subsidence. Additionally, the project's proposed cannabis use does not qualify as an unusual circumstance as the State of California does not consider waste generated by a retail use to be hazardous. Additionally, the 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.

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 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 cannabis retail and services. Additionally, the Community Development

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

The project is consistent with the Community Development General Plan Foundation Component and Commercial Retail Land Use Designation as the project (which includes both the cannabis retail operation and Ordinance No. 348.XXX) would provide community services and job opportunities within the surrounding community. The project would provide greater opportunity for local and regional retail cannabis services, while clarifying the manner in which cannabis retail facilities are measured from existing smoke shops or similar facilities, allowing such facilities to locate in areas better suited for such establishments, fostering greater variety and choice in the marketplace. This clarification on the measurement of cannabis retailers and its distance to smoke shops or similar uses, actually illustrates the proposed cannabis retailer would be approximately 850 feet away from the nearest smoke shop. This helps fulfill the goals of the Vision Statement of the General Plan, particularly by helping expand emerging markets and associated employment, which includes the cannabis industry, while continuing to ensure appropriate controls related to the siting of such establishments. This economic diversity also helps the County reach its stated economic development principles as discussed in the General Plan, by furthering local job opportunities; providing a unique mix of uses and a continued and expanded market for retail products; and stimulating growth of small businesses.

2. The site currently has a Zoning Classification of Manufacturing-Service Commercial (M-SC), which is inconsistent with the Riverside County General Plan land use designation of Commercial Retail. A Change of Zone application was submitted to the County of Riverside to change the zone from Manufacturing-Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S) to ensure consistency between Ordinance No. 348 and the General Plan. Both the current M-SC Zone as well as the proposed C-P-S Zone conditionally allow commercial cannabis retail uses subject to obtaining a conditional use permit. 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 which will help provide jobs for local residents, contribute to enhancing and balancing communities economically, and facilitate a tax base that aids in providing needed public facilities and services.
3. The proposed use, commercial cannabis retail store, is allowed in the C-P-S Zoning Classification subject to an approved Conditional Use Permit.
4. The uses surrounding the properties to the north and south are vacant land, residential properties to the east, and a tire shop to the west. To the east is a residential dwelling. The Cannabis Retailer is setback from the residentially zoned lot line by greater than 40 feet, as required per Ordinance No. 348, Section 19.519, B1. The project's proposed use is compatible with the surrounding uses because the cannabis retail store is consistent with the commercial activity of the surrounding businesses and meeting the required lot line setback from a residentially zoned property.

Change of Zone No.1900035 Findings:

1. The proposed Change of Zone to Scenic Highway Commercial (C-P-S) would allow generally for 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.

Change of Zone No.2100007 Findings:

1. The text change proposed by the Change of Zone provides clarification on the measurement of distance to smoke shops or similar uses, which is also consistent with the General Plan. The text of Section 19.519.A.3 is proposed to be "Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. This distance shall be measured from the nearest point of entry for consumers of the commercial cannabis dispensary to the nearest point of entry for consumers of a smoke shop or similar facility as measured along the shortest pedestrian or vehicular path of travel, whichever is shorter." When measuring the distance for both businesses from the nearest point of entry using walkways and sidewalks, the total distance is approximately 850 feet. The project in question meets this provision and thus, no further action is required. This clarification on how this standard is measured has no notable change in overall consistency with the General Plan. Therefore the clarification on the measurement of this standard proposed by the Change of Zone is consistent with the General Plan.

Conditional Use Permit Findings:

1. The proposed project conforms to the logical development of the land and is compatible with the present and future logical development of the surrounding property, as the project site is surrounded by properties which are designated CD: CR which encourages suburban development and land uses that foster variety, choice and accommodate a balance of jobs, housing, and services within communities. The proposed use, a cannabis retail store front, would provide community services and job opportunities within the surrounding community. Additionally, the project complies with the development standards of the C-P-S Zone. Therefore, the proposed project conforms to the logical development of the land and will be compatible with the present and future logical development of the surrounding property.
2. All use permits which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel. The property has an existing single-story building on a single parcel, so this situation does not exist for this project
3. Based on the findings included in this staff report, advisory notification document and conditions of approval, the proposed project will not be detrimental to the health, safety or general welfare of the community and is subject to those conditions necessary to protect the health, safety, and general welfare of the community.

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. In addition, the applicant has provided a detailed security plan indicating the location of surveillance cameras and motion sensors to ensure secure and safe business operation.

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

Cannabis Retailer Minimum Standards:

1. The project is not located within 1,000 feet from any Child Day Care Center, K-12 school, public park, or Youth Center or variance has been approved allowing a shorter distance but not less than allowed by State law. This is met because a radius map buffering 1,000 feet from the subject site

was prepared by Riverside County Geographic Information Systems and has not identified any Child Day Care Center, K-12 school, public park, or Youth Centers within 1,000 feet of the site.

2. The project is not located within 1,000 feet of any other existing or approved Cannabis Retailer.
3. As proposed by Ordinance No. 348.XXXX, Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. This distance shall be measured from the nearest point of entry for consumers of the commercial cannabis dispensary to the nearest point of entry for consumers of a smoke shop or similar facility as measured along the shortest pedestrian or vehicular path of travel, whichever is shorter. When measuring the distance for both businesses from the nearest point of entry using walkways and sidewalks, the total distance is approximately 850 feet. The project in question meets this provision and thus, no further action is required.
4. The project is not located on a lot containing a residential dwelling unit because a property characteristic report as prepared by the Planning Department has not identified any residential dwelling units located at the subject site.
5. The development standards of the 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.
 - 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 eighteen feet (18') in height. Therefore, the project meets this standard. In addition, Ordinance 348 states that any cannabis retail shall be located at least 40' feet from any residential lots. The property in question meets this provision.
 - 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 eighteen feet (18') 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 5 parking spaces and has proposed 9 parking spaces.
 - E. All mechanical equipment used in this project included roof-mounted equipment, is screened.

6. The project complies with the operational requirements set forth in Ordinance No. 348 Section 19.519.C. because of the following:
 - A. *Entrances into the retail location of the Cannabis Retailer shall be separate from the reception area and locked at all times with entry strictly controlled. An electronic or mechanical entry system shall be utilized to limit access and entry to the retail location. As provided by the floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 1)*
 - B. *Cannabis Retailers may include the sale of Medical Cannabis, requiring an M-License from the State. Cannabis Retailers selling only Medical Cannabis shall verify consumers who enter the Premises are at least 18 years of age and that they hold a valid Physician's Recommendation. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to verify consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 2)*
 - C. *Cannabis Retailers may include the sale of Adult Use Cannabis, requiring an A-license from the State. Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to verify consumers are at least 21 years of age. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 3)*
 - D. *A Cannabis Retailers may include the sale of both Medical and Adult use Cannabis requiring both an A-License and an M-License from the State. All Cannabis Retailers selling both Medical and Adult Use Cannabis shall verify that consumers who enter the premises are at least 18 years of age and that they hold a valid Physician's Recommendation or are at least 21 years of age. The project owner and management shall provide adequate training and education at the location as to these matters and require all customers to provide proper Identification to verify consumers are of appropriate age. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 4)*
 - E. *Display areas shall include the smallest amount of Cannabis and Cannabis Products reasonably anticipated to meet sales during operating hours. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 5)*
 - F. *Cannabis and Cannabis Products not in the display area shall be maintained in a locked secure area. As provided by the project floor plan, Exhibit C, all retail, reception, employee offices, and inventory areas shall have electronic or mechanical secured access. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 6)*
 - G. *Not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project meets this standard because the provide floor plan, Exhibit C shows the sales area to only contain cannabis products (Flower Display). It has been*

conditioned that not more than 10% of the Cannabis Retailer floor area, up to a maximum of 50 square feet, shall be used for the sale of incidental goods such as, but not limited to, clothing, posters, or non-cannabis goods. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 7)

- H. *Restroom facilities shall be locked and under the control of the Cannabis Retailer.* As provided by the floor plan of the project, Exhibit C, the restroom facilities have a locking door to the designated room. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 8)
- I. *Cannabis Retailers shall ensure that all Cannabis and Cannabis Products held for sale by the Cannabis Retailer are cultivated, manufactured, transported, distributed, and tested by California licensed and permitted facilities that are in full conformance with State and local laws and regulations.* The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 9)
- J. *Cannabis Retailers shall not distribute any Cannabis or Cannabis Product unless such products are labeled and in a tamper-evident package in compliance with the California Business and Professions Code and any additional rules promulgated by a licensing authority.* The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 10)
- K. *Cannabis Retailers shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot.* It has been conditioned the Cannabis Retailer shall not provide free samples of any type, including Cannabis Products, to any person and shall not allow any person to provide free samples on the Cannabis Retailer's lot. The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 11)
- L. *Deliveries shall be conducted in accordance with California Business and Professions Code Section 26090 or as may be amended and all state regulations pertaining to delivery of Cannabis Products.* The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 12)
- M. *Cannabis or Cannabis Products shall not be sold or delivered by any means or method to any person within a motor vehicle.* The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 13)
- N. *Cannabis Retailers shall not include a drive-in, drive-through or walk up window where retail sales of Cannabis or Cannabis Products are sold to persons or persons within or about a motor vehicle.* The project has been conditioned to meet this standard. (Conditions of Approval Planning Cannabis Retail Operations – 14)

Cannabis Retail Findings:

1. The project complies with all the requirements of the State and County for the selling of Cannabis. This is met because the project has been conditioned to meet these requirements.

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. (Conditions of Approval No. 28 Planning - General - O. Permit and License Posting, Conditions of Approval No. 23 Planning – General – K Monitoring Program)
4. For Cannabis Retailer lots with verified cannabis-related violations within the last 12 months prior to the adoption date of Ordinance No. 348.4898, the use will not contribute to repeat violation on the lot and all applicable fees have been paid. This is met because no record of any cannabis-related violations within the last 12 months exist at the project site.

Other Findings:

1. The project site is not located within a Criteria Cell of the Western Riverside County Multi-Species Habitat Conservation Plan.
2. The project site is not located within a City Sphere of Influence.
3. The project site is located within an Airport Influence Area (AIA) boundary and was routed to ALUC for review and comments. On August 20, 2020 the Airport Land Use Commission (ALUC) found the project consistent with the 2014 March Air Reserve Base/Inland Port Airport Compatibility Plan.
4. The project site is located within the Mount Palomar Observatory Lighting Zone boundary, Zone B and would be required to adhere to any lighting requirements within Zone B.
5. The project site is located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKRHCP). Per County Ordinance No. 663 and the SKRHCP, all applicants who submit for development permits, including maps, within the boundaries of the Fee Assessment Area who cannot satisfy mitigation requirements through on-site mitigation, as determined through the environmental review process, shall pay a Mitigation Fee of \$500.00 per gross acre of the parcels proposed for development. Payment of the SKRHCP Mitigation Fee for this Project, instead of onsite mitigation, will not jeopardize the implementation of the SKRHCP as all core reserves required for permanent Stephen's Kangaroo Rat habitat have been acquired and no new land or habitat is required to be conserved under the SKRHCP.

Fire Findings:

The project site is not located within a Cal Fire State Responsibility Area (SRA). Conditions of approval were placed on CUP No. 190032 requiring compliance with Ordinance No. 787.

Development Agreement:

The applicant has proposed entering into the attached draft Development Agreement No. 1900020 (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 600 feet of the project site. As of the writing of this report, Planning Staff has not received written communication or phone calls indicating support or opposition to the proposed project.

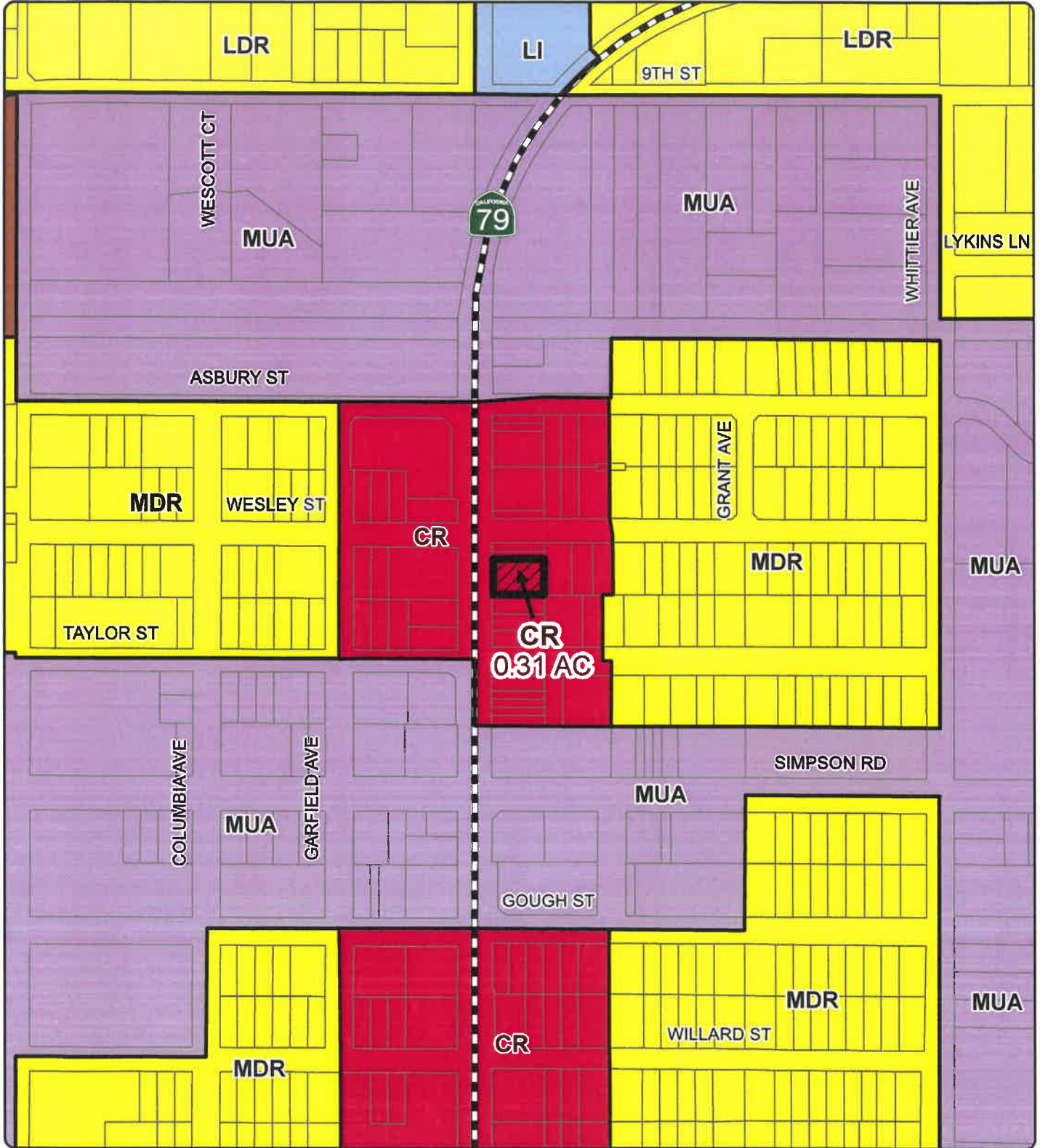
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ1900035 CUP190032

EXISTING GENERAL PLAN

Supervisor: Washington
District 3

Date Drawn: 10/07/2020
Exhibit 5



Zoning Area: Winchester

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2009, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rctims.org>

RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ1900035 CUP190032

PROPOSED ZONING

Supervisor: Washington
District 3

Date Drawn: 10/07/2020
Exhibit 3



Zoning Area: Winchester

Author: Vinnie Nguyen



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RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ1900035 CUP190032

Supervisor: Washington
District 3

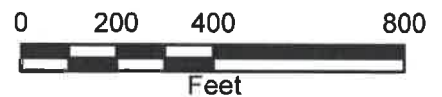
Date Drawn: 10/07/2020
Exhibit 1

LAND USE



Zoning Area: Winchester

Author: Vinnie Nguyen

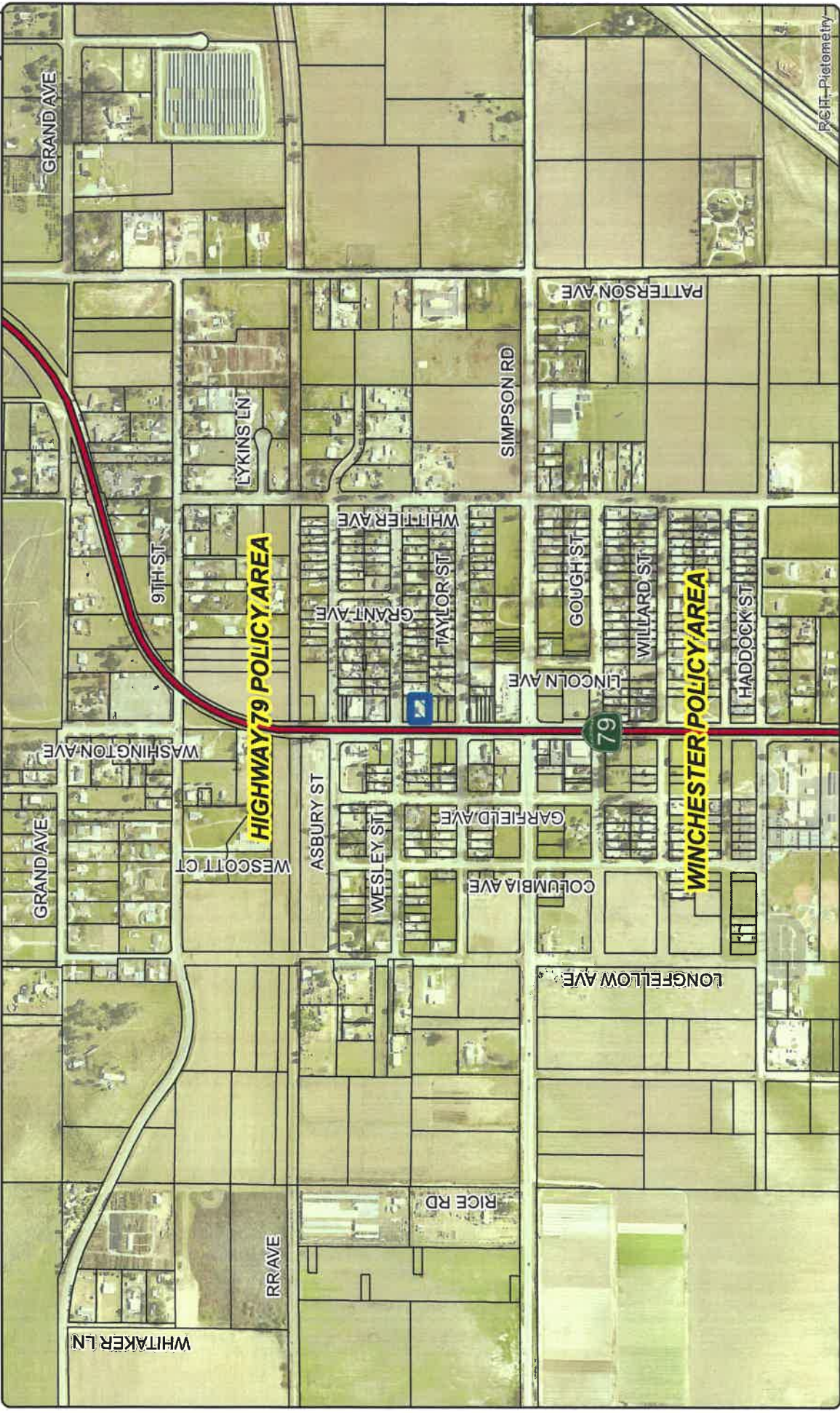


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RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ1900035 CUP190032
VICINITY/POLICY AREAS

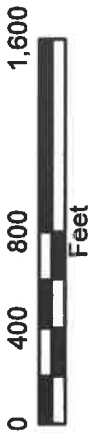
Supervisor: Washington
 District 3

Date Drawn: 10/24/13
 Vicinity Map



Zoning Area: Winchester

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 types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department at (951)955-8277 (Riverside County) or Webelos: WV@co.riverside.ca.us

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PROJECT: 20190806.1

CLIENT: CRESCENT LETTING
MARKETING DESIGNER
1288 1/2 ROSAMBLE DRIVE
LOS ANGELES, CA 90044
PHONE: 402-827-9733
EMAIL: greg@crecent.com

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: STOREFRONT
DATE: 11/11/2024



SHEET:
A1.31
OF 3 SHEETS



VIEW-A1



VIEW-A2



VIEW-A3



VIEW-A4



VIEW-A5



VIEW-B1



VIEW-B2



VIEW-B3



VIEW-B4



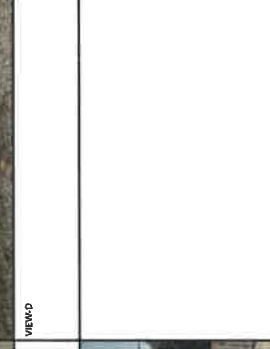
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VIEW-C1



VIEW-C2



VIEW-C3



VIEW-C4



VIEW-C5



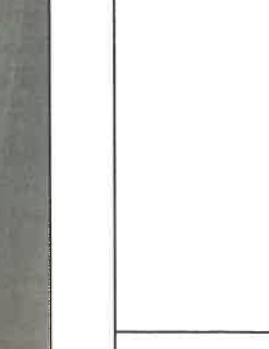
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VIEW-D2



VIEW-D3



VIEW-D4



VIEW-D5



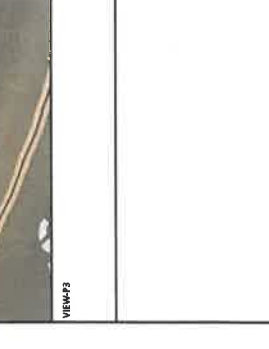
VIEW-E1



VIEW-E2



VIEW-E3



VIEW-E4



VIEW-E5

PROPERTY PHOTO MAP INDEX

1 - CAMERA PLACEMENT AND PHOTO REFERENCE

DEVELOPMENT AGREEMENT NO. 1900020

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

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

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

1.1.5 “COUNTY” means the County of Riverside, a political subdivision of the

State of California.

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

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

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

- (h) Specific plans and specific plan amendments;
- (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. 190032) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such

termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's Procedures and Requirements for the Consideration of Development Agreements (Commercial Cannabis Activities)" set forth in Resolution No. 2019-037.

(e) When OWNER no longer has a legal or equitable interest in the Property or has ceased operations on the Property for a period of ninety (90) consecutive days and no evidence demonstrating continuing and ongoing use of the Property consistent with the approved Conditional Use Permit No. 190032.

(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:

CPR-Winchester LLC

28384 Winchester Rd.

Winchester, CA 92596

With copy to:

Nola Weis LLP

2915 Red Hill Ave #C103

Costa Mesa, CA 92627

(c) Either party may, by notice given at any time, require subsequent notices to

be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

3. DEVELOPMENT OF THE PROPERTY.

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

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

applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

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

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole;

or,

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

or,

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

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

3.5 Reservations of Authority.

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

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

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

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

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

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

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

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

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

Subsequent Land Use Regulation not in conflict with the Development Plan.

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

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

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

Effective Date.

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

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

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other

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

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

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

3.11 Request for Proposal Responses. Unless superseded by the terms of this

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

4. PUBLIC BENEFITS.

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

4.2 Public Benefits for Commercial Cannabis Activities.

4.2.1 Annual Public Benefit Base Payments. Prior to the issuance of the 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 1st following the initial Base Payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment plus the 2% annual increase.

4.3 Annual Additional Public Benefits. OWNER shall perform Additional Public Benefits identified in Exhibit “H” that will benefit the community in which the Commercial

Cannabis Activity is located. Prior to 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%. Prior to the first July 1st following the initial Additional Public Benefit payment and each July 1st thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Additional Public Benefit plus the 3% annual increase.

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

4.5 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by 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. 190032 and this Agreement.

6.4 Records Inspection. Upon written request by the COUNTY, OWNER shall provide records to the COUNTY demonstrating compliance with this Agreement, CUP No. 190032 and consistency with the Request for Proposal Responses associated with CAN XXX including, but not limited to, ownership of Property, local hiring and local ownership programs.

6.5 Procedure.

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

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

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)

OWNER:

Dated: _____ By: _____

Title: _____

Dated: _____ By: _____

Title: _____

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

EXHIBIT "A"

Development Agreement No. 1900020

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. 1900020

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. 1900020

EXISTING DEVELOPMENT APPROVALS

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

SPECIFIC PLAN

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

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

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

EXHIBIT "D"

Development Agreement No. 1900020

EXISTING LAND USE REGULATIONS

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

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

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

EXHIBIT "E"

Development Agreement No. 1900020

COMMERCIAL CANNABIS ACTIVITY SITE PLAN & DESCRIPTION

As shown on the attached site plan, CUP No. 190032 permits a storefront cannabis retail business within an existing 900 square foot building.

EXHIBIT "F"

Development Agreement No. 1900020

APPLICABLE PUBLIC BASE BENEFITS PAYMENTS

The Cannabis Retailer operating at the Property pursuant to CUP No. 190032 includes an existing building totaling 900 square feet as shown on Exhibit "G". In accordance with Board Policy B-9, the base public benefit is \$16.00 per square foot. Therefore, the public base benefit payment will be \$14,400.00 and will increase annually at a rate of 2%.

EXHIBIT "G"

Development Agreement No. 1900020

CANNABIS AREA CALCULATION EXHIBIT

The Cannabis Area calculation includes the 900 square foot building that will be used for the Cannabis Retailer operations as shown in this Exhibit "G".

EXHIBIT "H"

Development Agreement No. 1900020

COMMERCIAL CANNABIS ACTIVITY PUBLIC BENEFIT

The additional annual public benefit provided by the OWNER shall be \$57,600.00 with an annual increase of 3%. The COUNTY will utilize the additional annual public benefit within the surrounding community for additional public benefits, including, but not limited to, code enforcement, public safety services, infrastructure improvements, community enhancement programs and other similar public benefits as solely determined by the COUNTY's Board of Supervisors. Additionally, consistent with CAN XXX, OWNER will participate in community events, career opportunity events, as well as educational and wellness seminars within the surrounding community.



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

Juan C. Perez
Agency Director



02/24/21, 11:30 am

CUP190032

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for CUP190032. 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 (CUP190032) 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. 190032 is a proposal to utilize an existing building to establish and operate a 900 square foot cannabis retail facility with delivery on a 0.31 acre lot with parking and landscaping. In addition, Change of Zone No. 1900035 is a proposal to change the zoning on the site from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S).

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 06/14/2020
- Exhibit B (Elevations), dated 06/14/2020
- Exhibit C (Floor Plans), dated 06/14/2020
- Exhibit L (Conceptual Landscaping and Irrigation Plans), dated 06/14/2020

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

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

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

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

- Government Code Section 66020 (90 Days to Protest)
 - Government Code Section 66499.37 (Hold Harmless)
 - State Subdivision Map Act
 - Native American Cultural Resources, and Human Remains (Inadvertent Find)
 - School District Impact Compliance
 - Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)
3. Compliance with applicable County Regulations, including, but not limited to:
- Ord. No. 348 (Land Use Planning and Zoning Regulations)
 - Ord. No. 413 (Regulating Vehicle Parking)
 - Ord. No. 457 (Building Requirements)
 - Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
 - Ord. No. 460 (Division of Land)
 - Ord. No. 461 (Road Improvement Standards)
 - Ord. No. 484 (Control of Blowing Sand)
 - Ord. No. 625 (Right to Farm)
 - Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
 - Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
 - Ord. No. 878 (Regarding Noisy Animals)
 - Ord. No. 671 (Consolidated Fees)
 - Ord. No. 679 (Directional Signs for Subdivisions)
 - Ord. No. 787 (Fire Code)
 - Ord. No. 847 (Regulating Noise)
 - Ord. No. 857 (Business Licensing)
 - Ord. No. 859 (Water Efficient Landscape Requirements)
 - Ord. No. 915 (Regulating Outdoor Lighting)
 - Ord. No. 916 (Cottage Food Operations)
 - Ord. No. 927 (Regulating Short Term Rentals)
4. Mitigation Fee Ordinances
- Ord. No. 659 Development Impact Fees (DIF)
 - Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
 - Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
 - Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)

E Health

E Health. 1

ECP COMMENTS

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

General

ADVISORY NOTIFICATION DOCUMENT

Planning

Planning. 14

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

3. A professionally installed, maintained, and monitored alarm system.
4. Except for Live Cannabis Plants being cultivated at a cultivation facility and limited amounts of Cannabis for display purposes, all Cannabis and Cannabis Products shall be stored in a secured and locked structure and in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss.
5. 24 hour security surveillance cameras to monitor all entrances and exits to a Commercial Cannabis Activity, all interior spaces within the Commercial Cannabis Activity that are open and accessible to the public, and all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis. The permittee for a Commercial Cannabis Activity shall be responsible for ensuring that the security surveillance camera's footage is accessible. Video recordings shall be maintained for a minimum of 90 days, and shall be made available to the County upon request.

Planning. 15

General - N. Security - Part 2

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

ADVISORY NOTIFICATION DOCUMENT

Planning-All

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

Cannabis Retailers selling only Adult Use Cannabis shall verify that consumers who enter the Premises are at least 21 years of age.

Planning-All. 9 Cannabis Retail Operations - 4

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

Planning-All. 10 Cannabis Retail Operations - 5

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

Planning-All. 11 Cannabis Retail Operations - 6

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

Planning-All. 12 Cannabis Retail Operations - 7

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

Planning-All. 13 Cannabis Retail Operations - 8

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

Planning-All. 14 Cannabis Retail Operations - 9

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

Transportation

Transportation. 1 RCTD - GENERAL CONDITIONS

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

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 1 RCTD - GENERAL CONDITIONS (cont.)

2. Alterations to natural drainage patterns shall require protecting downstream properties by means approved by the Transportation Department.

3. If the Transportation Department allows the use of street for drainage purposes, the 10-year discharge shall be contained in the top of curb or asphalt concrete dikes, and the 100-year discharge shall be contained in the street right-of-way.

4. All centerline intersections shall be at 90 degrees, plus or minus 5 degrees.

5. A signing and striping plan including for the circulatory one-way driveway is required for this project as directed by the Director of Transportation.

6. The Project shall obtain approval of street improvement plans from the Transportation Department. Street Improvement Plans shall comply with Ordinance 460, 461, Riverside County Improvement Plan Check Policies and Guidelines, which can be found online <http://rctlma.org/trans>.

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

Waste Resources

Waste Resources. 1 Waste - General

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

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

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

For more information, please visit:

www.rivcowm.org/opencms/recycling/recycling_and_compost_business.html#mandatory

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

ADVISORY NOTIFICATION DOCUMENT

Waste Resources

Waste Resources. 1

Waste - General (cont.)

the project.

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

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

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

- Source separate organic material from all other recyclables and donate or self-haul to a permitted organic waste processing facility.
- Enter into a contract or work agreement with gardening or landscaping service provider or refuse hauler to ensure the waste generated from those services meet the requirements of AB 1826.

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50. Prior To Map Recordation

Survey

050 - Survey. 1 RCTD-MAP-WQ - WQMP ACCESS AND MAINTENANCE Not Satisfied

Prior to map recordation, the Project shall ensure that BMP facilities are placed in dedicated easements and that sufficient legal access to the BMPs are provided for the WQMP. This requirement applies to both onsite and offsite property. In addition, a BMP Maintenance Agreement shall be recorded against the property.

Transportation

050 - Transportation. 1 RCTD-MAP-WQ - Santa Ana Region - FINAL WQMP REQUIII Not Satisfied

The project is located in the Santa Ana watershed. An approved Water Quality Management Plan (WQMP) is required prior to recordation of a final map or issuance of a grading permit. The project shall submit a single PDF on two CD/DVD copies, in accordance with the latest version of the WQMP manual, found at www.rcflood.org/npdes. In addition, the project proponent shall ensure that the effects of increased peak flowrate for the 1, 3, 6, 24-hour storm events for the 2, 5, and 10-year return periods from the project are mitigated. All details necessary to build BMPs per the WQMP shall be included on the grading plans

60. Prior To Grading Permit Issuance

Flood

060 - Flood. 1 Mitcharge - Use Not Satisfied

This project is located within the limits of the Salt Creek Channel - Winchester/North Hemet Area Drainage Plan (ADP). The County Board of Supervisors has adopted this ADP to establish a drainage fee within the plan area.

This project may require earlier construction of downstream ADP facilities. Therefore, the District recommends that this project be required to pay a flood mitigation fee. The mitigation charge for this project shall be equal to the prevailing ADP fee rate multiplied by the area of the new development. Fees shall be paid after final approval of the staff report/conditions of approval by the Board of Supervisors and prior to issuance of permits. Drainage fees shall be paid directly to the District. Personal or corporate checks will not be accepted for payment.

Planning

060 - Planning. 1 Fee Balance Not Satisfied

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees for CUP190032 are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

Planning-PAL

060 - Planning-PAL. 1 PRIMP Not Satisfied

This site is mapped in the County's General Plan as having a High potential for paleontological resources (fossils). Proposed project site grading/earthmoving activities could potentially impact this resource. HENCE:

PRIOR TO ISSUANCE OF GRADING PERMITS:

1. The applicant shall retain a qualified paleontologist approved by the County to create and

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60. Prior To Grading Permit Issuance

Planning-PAL

060 - Planning-PAL. 1 PRIMP (cont.) Not Satisfied

implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

2. The project paleontologist retained shall review the approved development plan and grading plan and conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the County Geologist for approval prior to issuance of a Grading Permit. Information to be contained in the PRIMP, at a minimum and in addition to other industry standards and Society of Vertebrate Paleontology standards, are as follows:

1. A corresponding and active County Grading Permit (BGR) Number must be included in the title of the report. PRIMP reports submitted without a BGR number in the title will not be reviewed.
2. PRIMP must be accompanied by the final grading plan for the subject project.
3. Description of the proposed site and planned grading operations.
4. Description of the level of monitoring required for all earth-moving activities in the project area.
5. Identification and qualifications of the qualified paleontological monitor to be employed for grading operations monitoring.
6. Identification of personnel with authority and responsibility to temporarily halt or divert grading equipment to allow for recovery of large specimens.
7. Direction for any fossil discoveries to be immediately reported to the property owner who in turn will immediately notify the County Geologist of the discovery.
8. Means and methods to be employed by the paleontological monitor to quickly salvage fossils as they are unearthed to avoid construction delays.
9. Sampling of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates.
10. Procedures and protocol for collecting and processing of samples and specimens.
11. Fossil identification and curation procedures to be employed.
12. Identification of the permanent repository to receive any recovered fossil material. *Pursuant the County "SABER Policy", paleontological fossils found in the County should, by preference, be directed to the Western Science Center in the City of Hemet. A written agreement between the property owner/developer and the repository must be in place prior to site grading.
13. All pertinent exhibits, maps and references.
14. Procedures for reporting of findings.
15. Identification and acknowledgement of the developer for the content of the PRIMP as well as acceptance of financial responsibility for monitoring, reporting and curation fees. The property owner and/or applicant on whose land the paleontological fossils are discovered shall provide appropriate funding for monitoring, reporting, delivery and curating the fossils at the institution where the fossils will be placed, and will provide confirmation to the County that such funding has been paid to the institution.
16. All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (eg. PG), as appropriate. One signed digital copy of the report(s) shall be submitted by email to the County Geologist (dwalsh@rivco.org) along with a copy of this condition and the grading plan for appropriate case processing and tracking. These documents should not be submitted to the project Planner, Plan Check staff, Land Use Counter or any other County office. In addition, the applicant shall submit proof of hiring (i.e. copy of executed contract, retainer agreement, etc.) a project paleontologist for the in-grading implementation of the PRIMP.

Safeguard Artifacts Being Excavated in Riverside County (SABER)

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60. Prior To Grading Permit Issuance

Transportation

060 - Transportation. 1 RCTD - FILE L&LMD APPLICATION Not Satisfied

File an application with the Transportation Department, L&LMD Section, 8th Floor, 4080 Lemon Street, Riverside, CA, for required annexation.

If you have any questions or for the processing fee amount, please call the L&LMD Section at (951) 955-6748.

060 - Transportation. 2 RCTD - SUBMIT GRADING PLANS Not Satisfied

The project proponent shall submit two sets of grading plans (24x36 inches) to the Transportation Department for review and approval. If road right-of-way improvements are required, the project proponent shall submit street improvement plans for review and approval, open an IP account, and pay for all associated fees in order to clear this condition. The Standard plan check turnaround time is 10 working days. Approval is required prior to issuance of a grading permit.

060 - Transportation. 3 RCTD-MAP-WQ - Santa Ana Region - FINAL WQMP REQUIII Not Satisfied

The project is located in the Santa Ana watershed. An approved Water Quality Management Plan (WQMP) is required prior to recordation of a final map or issuance of a grading permit. The project shall submit a single PDF on two CD/DVD copies, in accordance with the latest version of the WQMP manual, found at www.rcflood.org/npdes. In addition, the project proponent shall ensure that the effects of increased peak flowrate for the 1, 3, 6, 24-hour storm events for the 2, 5, and 10-year return periods from the project are mitigated. All details necessary to build BMPs per the WQMP shall be included on the grading plans.

80. Prior To Building Permit Issuance

BS-Grade

080 - BS-Grade. 1 NO GRADING VERIFICATION Not Satisfied

Prior to the issuance of any building permits, the applicant shall comply with the County of Riverside Department of Building and Safety "NO GRADING VERIFICATION" requirements.

The "NO GRADING VERIFICATION" is not required if the applicant obtains a grading permit.

E Health

080 - E Health. 1 OWTS CERT Not Satisfied

Prior to Building permits issuance, certification of existing OWTS (septic system) will be required. Repair or replacement will be required if found to be sub standard. Leach lines cannot be under paved parking areas.

Fire

080 - Fire. 1 Prior to permit Not Satisfied

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

1. The Office of the Fire Marshal is required to set a minimum fire flow for the remodel or construction

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80. Prior To Building Permit Issuance

Fire

080 - Fire. 1 Prior to permit (cont.) Not Satisfied
of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering said waterflow for 2 to 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B)

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

080 - Fire. 3 Prior to permit Not Satisfied
1. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the C.F.C. and NFPA 24. Fire hydrants shall be located no closer than 40 feet to a building. A fire hydrant shall be located within 50 feet of the fire department connection for buildings protected with a fire sprinkler system. The size and number of outlets required for the approved fire hydrants are (6" x 4" x 2 1/2" x 2 1/2") (CFC 507.5.1, 507.5.7, Appendix C, NFPA 24-7.2.3.)
2. Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507, 501.3)

080 - Fire. 4 Prior to permit Not Satisfied
Prior to building permit issuance, please provide a business plan with a complete scope of work. Indicate any storage, hazardous materials or manufacturing that may be conducted on this site. In addition, please note proposed business hours, the use of any delayed egress/ingress systems (limited access passages) and if open flame devices will be on site.

Flood

080 - Flood. 1 Mitcharge - Use Not Satisfied
This project is located within the limits of the Salt Creek Channel - Winchester/North Hemet Area Drainage Plan (ADP). The County Board of Supervisors has adopted this ADP to establish a drainage fee within the plan area.

This project may require earlier construction of downstream ADP facilities. Therefore, the District recommends that this project be required to pay a flood mitigation fee. The mitigation charge for this project shall be equal to the prevailing ADP fee rate multiplied by the area of the new development.

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80. Prior To Building Permit Issuance

Transportation

080 - Transportation. 3 RCTD - ENCROACHMENT PRMT (cont.) Not Satisfied

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

Parkway improvements plans within the CALTRANS jurisdiction shall be submitted for review and approval to County Transportation Department.

080 - Transportation. 4 RCTD - LANDSCAPING DESIGN PLANS Not Satisfied

Landscaping within public road right of-way shall comply with Transportation Department standards, Ordinance 461, Comprehensive Landscaping Guidelines & Standards, and Ordinance 859 and shall require approval by the Transportation Department.

Landscaping plans shall be designed within streets associated with the development and submitted to the Transportation Department. Landscaping Plans shall be submitted on standard County format (24x36 inches). Landscaping plans shall with the street improvement plans.

080 - Transportation. 5 RCTD - LIGHTING PLAN Not Satisfied

A separate street light plan shall be approved by the Transportation Department. Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No. 1000 or No. 1001.

080 - Transportation. 6 RCTD - UTILITY PLAN Not Satisfied

Proposed electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

080 - Transportation. 7 RCTD-ESTABLISH WQMP MAINT ENTITY Not Satisfied

A maintenance plan and signed WQMP/BMP maintenance agreement shall be submitted to the Transportation Department shall be approved and recorded against the property. A maintenance organization will be established with a funding source for the permanent maintenance.

080 - Transportation. 8 RCTD-MAP-WQ - IMPLEMENT WQMP Not Satisfied

The Project shall construct BMP facilities described in the approved Final County WQMP prior to the issuance of a building permit to the satisfaction of County Grading Inspection Section. The Project is responsible for performing all activities described in the County WQMP and that copies of the approved Final County WQMP are provided to future owners/occupants.

Waste Resources

080 - Waste Resources. 1 Waste - Recyclables Collection and Loading Area Not Satisfied

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80. Prior To Building Permit Issuance

Waste Resources

080 - Waste Resources. 1 Waste - Recyclables Collection and Loading Area (cont.) Not Satisfied

Prior to issuance of a building permit, the applicant shall submit one electronic (1) copy of a Recyclables Collection and Loading Area plot plan to the Riverside County Department of Waste Resources for review and approval to WastePlanning@rivco.org. The plot plan shall conform to Design Guidelines for Recyclables Collection and Loading Areas, provided by the Department of Waste Resources (found at <http://www.rcwaste.org/business/planning/design>) and shall show the location of and access to the collection area for recyclable materials, shall demonstrate space allocation for trash and recyclable materials and have the adequate signage indicating the location of each bin in the trash enclosure. The project applicant is advised that clearance of the Recyclables Collection and Loading Area plot plan only satisfies the Waste Resources' conditions for Recyclables Collection and Loading Areas space allocation and other Recyclables Collection and Loading Area Guideline items. Detailed drawings of the Trash Enclosure and its particular construction details, e.g., building materials, location, construction methods etc., should be included as part of the Project plan submittal to the Riverside County Department of Building and Safety.

080 - Waste Resources. 2 Waste Recycling Plan Not Satisfied

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

90. Prior to Building Final Inspection

E Health

090 - E Health. 1 Hazmat Clearance Not Satisfied

Obtain clearance from the Hazardous Materials Management Division.

Fire

090 - Fire. 1 Prior to final Not Satisfied

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

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

Transportation

090 - Transportation. 1 RCTD - COMPLETE ANNEXATION INTO L&LMD OR OTHEI Not Satisfied

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90. Prior to Building Final Inspection

Transportation

090 - Transportation. 1 RCTD - COMPLETE ANNEXATION INTO L&LMD OR OTHER DISTRICT Not Satisfied

Prior to issuance of an occupancy permit, the project proponent shall complete annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated, and/or any other maintenance district approved by the Transportation Department or by processing and filing a 'Landscape Maintenance Agreement' through the Transportation Department Plan Check Division for continuous maintenance within public road rights-of-way, in accordance with Ordinance 461, Comprehensive Landscaping Guidelines & Standards, and Ordinance 859.

A Streetlight Authorization form from SCE, or other electric provider required in order to complete the annexation process.

090 - Transportation. 2 RCTD - LANDSCAPING INSTALLATION COMPLETION Not Satisfied

Landscaping within public road right-of-way shall comply with Transportation Department standards and Ordinance 461 and shall require approval by the Transportation Department. Landscaping shall be improved along SH-79 (Winchester Road).

090 - Transportation. 3 RCTD - PAYMENT OF TRANSPORTATION FEES Not Satisfied

Prior to the time of issuance of a Certificate of Occupancy or upon final inspection, whichever occurs first, the Project shall pay fees in accordance with the fee schedule in effect at the time of payment:

1. Transportation Uniform Mitigation Fees (TUMF) in accordance with Ordinance No. 824.

090 - Transportation. 4 RCTD - RELOCATE GATE Not Satisfied

Exiting Gate shall be relocated 35 feet radial, minimum, from the flow-line (66 feet from the survey centerline) of SH-79 (Winchester Road).

090 - Transportation. 5 RCTD - STREETLIGHTS INSTALL Not Satisfied

Install streetlight along SH-79 (Winchester Road) in accordance with the approved street lighting plan and standards of County Ordinances 461.

Streetlight annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the developer to ensure that streetlight(s) are energized along SH-79 (Winchester Road) where the developer is seeking Building Final Inspection (Occupancy).

090 - Transportation. 6 RCTD - UTILITY INSTALL Not Satisfied

Proposed electrical power, telephone, communication, street lighting, and cable television lines shall be installed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. This also applies to all overhead lines below 34 kilovolts along the project frontage and all offsite overhead lines in each direction of the project site to the nearest offsite pole. A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion for clearance.

In addition, the Project shall ensure that streetlights are energized and operational along the streets where the Project is seeking Building Final Inspection (Occupancy).

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90. Prior to Building Final Inspection

Transportation

090 - Transportation. 6 RCTD - UTILITY INSTALL (cont.) Not Satisfied

090 - Transportation. 7 RCTD-MAP-WQ - WQMP COMPLETION Not Satisfied

Prior to Building Final Inspection, the Project is required to furnish educational materials regarding water quality to future owners/occupants, provide an engineered WQMP certification, inspection of BMPs, GPS location of BMPs, ensure that the requirements for inspection and cleaning the BMPs are established, and for businesses registering BMPs with the Transportation Department Business Storm Water Compliance Program Section.

Waste Resources

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

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

090 - Waste Resources. 2 Waste - Recyclables Collection and Loading Area Inspection Not Satisfied

Prior to final building inspection, the applicant shall construct the recyclables collection and loading area in compliance with the Recyclables Collection and Loading Area plot plan, as verified through inspection by the Riverside County Department of Waste Resources.

090 - Waste Resources. 3 Waste Reporting Form and Receipts Not Satisfied

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

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

DATE: November 7, 2019

TO:

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

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

Riv. Co. Airport Land Use Commission
Board of Supervisors - Supervisor: 3rd District
Western Municipal Water District (WMWD)

CONDITIONAL USE PERMIT NO. 190032, DEVELOPMENT AGREEMENT NO. 1900020, – CEQ190114
– Applicant: CPR Winchester, LLC – Third Supervisorial District – Winchester Area – Harvest Valley/Winchester Area Plan: Commercial Retail: (CR) (0.20 – 0.35 FAR) – Location: North of Taylor Street, East of Winchester Road, South of Wesley Street, and West of Whittier Ave – 0.31 Acres – Zoning: Manufacturing – Service Commercial (M-SC) – **REQUEST:** Development Agreement No 1900020. would impose a lifespan on the proposed cannabis project and provide community benefit to the Winchester Area. Conditional Use Permit No. 190032 proposes to renovate an existing building to establish a cannabis storefront, and a change of zone from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S) – APN: 463-117-049 – **BBID: 764-809-251**

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

DATE: _____ SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

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



RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

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

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

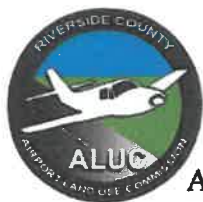
COMMENTS:

DATE: _____ SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

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



AIRPORT LAND USE COMMISSION RIVERSIDE COUNTY

August 20, 2020

Mr. Mina Morgan, Project Planner
Riverside County Planning Department
4080 Lemon Street, 12th Floor
Riverside CA 92501

CHAIR
Russell Betts
Desert Hot Springs

VICE CHAIR
Steven Stewart
Palm Springs

COMMISSIONERS

Arthur Butler
Riverside

John Lyon
Riverside

Steve Manos
Lake Elsinore

Richard Stewart
Moreno Valley

Gary Youmans
Temecula

STAFF

Director
Simon A. Housman

Paul Rull
Barbara Santos

County Administrative Center
4080 Lemon St., 14th Floor
Riverside, CA 92501
(951) 955-5132

**RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW –
DIRECTOR’S DETERMINATION**

File No.: ZAP1430MA20
Related File No.: CZ1900035 (Change of Zone), CUP190032 (Conditional Use Permit)
APN: 463-117-049
Airport Zone: Compatibility Zone E

Dear Mr. Morgan:

Under the delegation of the Riverside County Airport Land Use Commission (ALUC) pursuant to ALUC Resolution No.15-01 (as adopted on August 13, 2015), staff reviewed County of Riverside Case No. CZ1900035 (Change of Zone), a proposal to change the site’s zoning from Manufacturing Service Commercial to Commercial Scenic Highway on 0.30 acres, located at 28384 Winchester Road.

Under the delegation of the Riverside County Airport Land Use Commission (ALUC) pursuant to Policy 1.5.2(d) of the Countywide Policies of the 2004 Riverside County Airport Land Use Compatibility Plan, staff reviewed County of Riverside Case No. CUP190032 (Conditional Use Permit), a proposal to establish a cannabis retail dispensary within an existing 900 square foot building on a 0.30 acre site located at 28384 Winchester Road.

www.aluc.org

The site is located within Airport Compatibility Zone E of the March Air Reserve Base/Inland Port Airport Influence Area (AIA). Within Compatibility Zone E of the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, non-residential intensity is not restricted.

Although the project is located within the March Air Reserve Base/Inland Port AIA, the actual nearest runway is Runway 5-23 at Hemet-Ryan Airport. The elevation of Runway 5-23 at its existing southwesterly terminus is approximately 1,499 feet above mean sea level (AMSL). At a distance of approximately 18,320 feet from the runway, FAA review would be required for any structures with top of roof exceeding 1,682 feet AMSL. The elevation of the project site is 1,475 feet AMSL, and the existing structure is 18 feet, for a maximum top point elevation of 1,493 feet AMSL. There are no proposed changes to the existing building height. Therefore, Federal Aviation Administration (FAA) obstruction evaluation review for height/elevation reasons is not required.

AIRPORT LAND USE COMMISSION

As ALUC Director, I hereby find the above-referenced project **CONSISTENT** with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, provided that the County of Riverside applies the following recommended conditions:

CONDITIONS:

1. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Hazards to flight.
4. The attached notice shall be provided to all prospective purchasers of the property and tenants of the building.
5. Any proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

AIRPORT LAND USE COMMISSION

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

If you have any questions, please contact Paul Rull, ALUC Principal Planner, at (951) 955-6893.

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



Simon A. Housman, ALUC Director

Attachments: Notice of Airport in Vicinity

cc: CPR Winchester, LLC (applicant)
David Nola (representative)
Eel Holdings, LLC (property owner)
Gary Gosliga, Airport Manager, March Inland Port Airport Authority
Doug Waters, Deputy Base Civil Engineer, March Air Reserve Base
ALUC Case File

Y:\AIRPORT CASE FILES\March\ZAP1430MA20\ZAP1430MA20.LTR.doc

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances [can vary from person to person. You may wish to consider what airport annoyances], if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Professions Code Section 11010 (b) (13)(A)

NOTICE

THERE IS AN AIRPORT NEARBY.

**THIS STORM WATER BASIN IS DESIGNED TO HOLD
STORM WATER FOR ONLY 48 HOURS AND
NOT TO ATTRACT BIRDS**

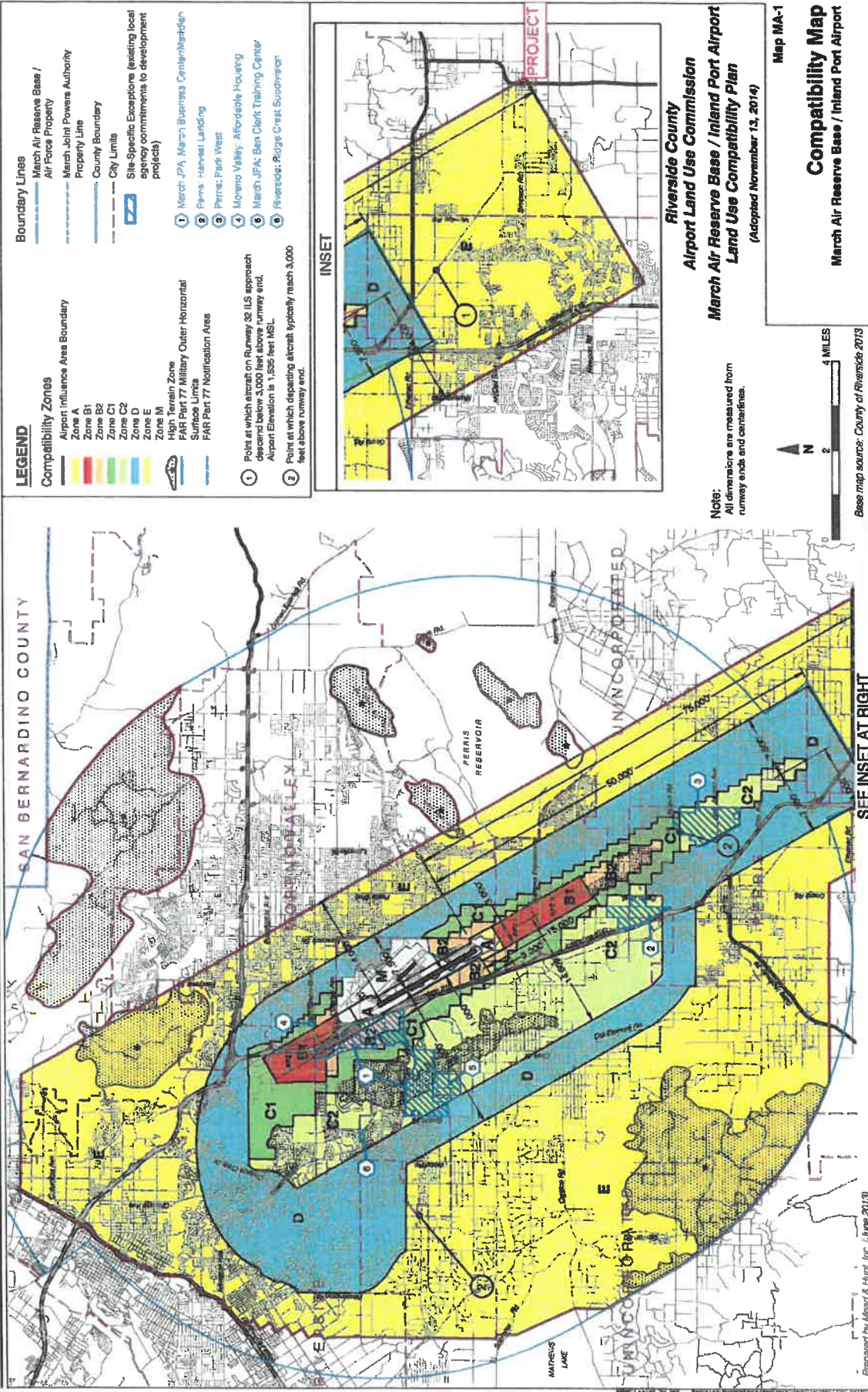
**PROPER MAINTENANCE IS NECESSARY TO AVOID
BIRD STRIKES**



IF THIS BASIN IS OVERGROWN, PLEASE CONTACT:

Name: _____

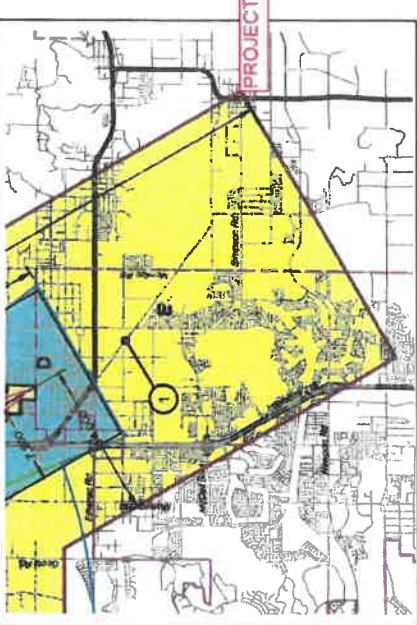
Phone: _____



LEGEND

- Compatibility Zones**
- Airport Influence Area Boundary
 - Zone A
 - Zone B1
 - Zone B2
 - Zone C1
 - Zone C2
 - Zone D
 - Zone E
 - Zone M
 - High Terrain Zone
 - FAR Part 77 Military Outer Horizontal Surface Limits
 - FAR Part 77 Notification Area
- Boundary Lines**
- March Air Reserve Base / Air Force Property
 - March Joint Powers Authority Property Line
 - County Boundary
 - City Limits
- Site Specific Exceptions (existing local agency commitments to development projects)**
- 1 March JPA March Business Center/Meridian
 - 2 Perris Harvest Landing
 - 3 Perris Park West
 - 4 Moreno Valley Affordable Housing
 - 5 March JPA Ben Clark Training Center
 - 6 Riverside Ridge Crest Supervision
- Other Notes:**
- 1 Point at which aircraft on Runway 32 ILS approach descend below 3,000 feet above runway end. Airport Elevation is 1,835 feet MSL.
 - 2 Point at which departing aircraft typically reach 3,000 feet above runway end.

INSET



Note:
All dimensions are measured from runway ends and centerlines.

**Riverside County
Airport Land Use Commission
March Air Reserve Base / Inland Port Airport
Land Use Compatibility Plan**
(Adopted November 13, 2014)

Map MA-1

Compatibility Map
March Air Reserve Base / Inland Port Airport

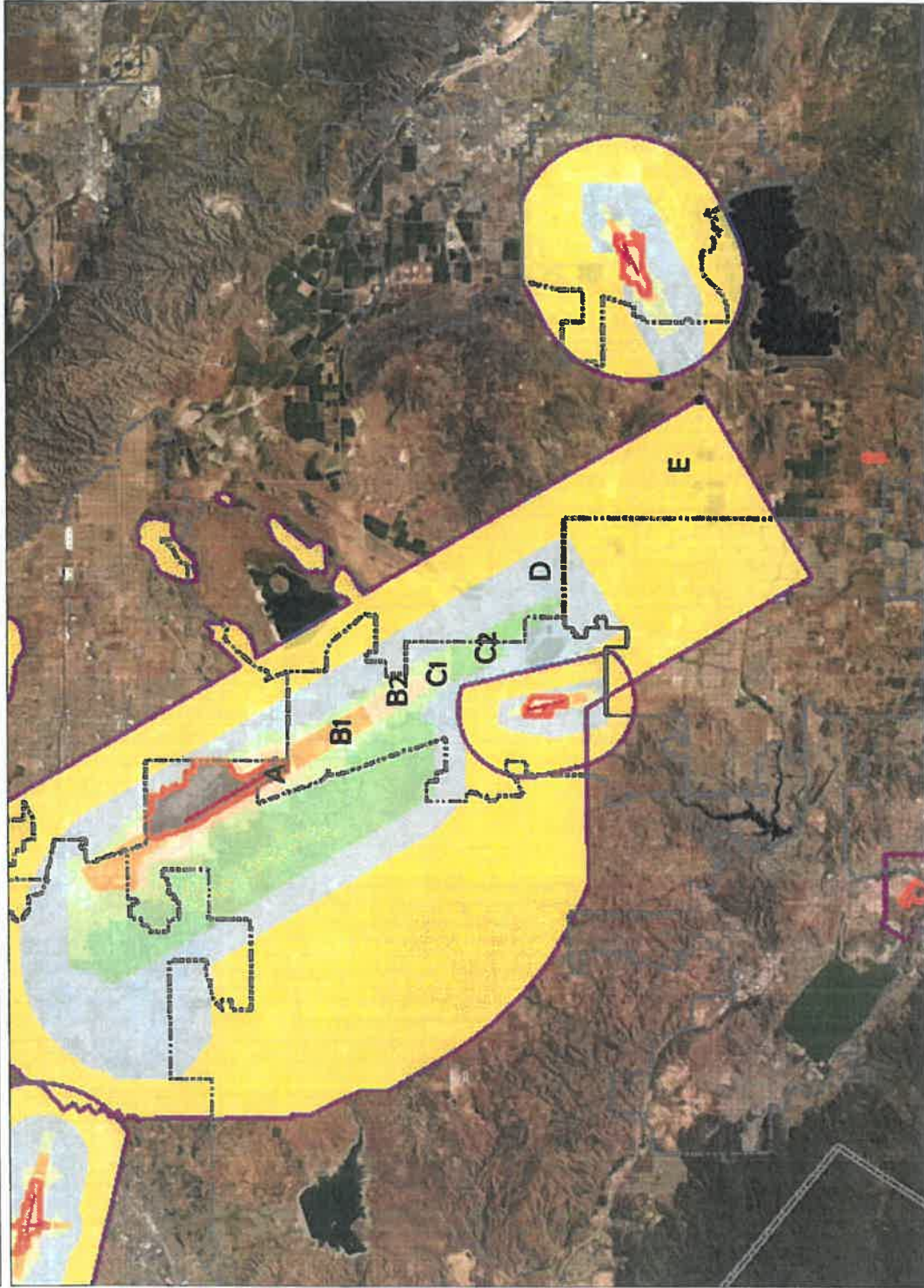
Base map source: County of Riverside, 2013

Map My County Map



- Legend**
- Runways
 - Airports
 - Airport Influence Areas
 - Airport Compatibility Zones
 - OTHER COMPATIBILITY ZONE

- A**
- A-EXC1
 - B1
 - B1-APZ I
 - B1-APZ I-EXC1
 - B1-APZ II
 - B1-APZ II-EXC1
 - B1-EXC1
 - B2
 - B2-EXC1
 - C
 - C1
 - C1-EXC1
 - C1-EXC3
 - C1-EXC4
 - C1-HIGHT
 - C2
 - C2-EXC1
 - C2-EXC2
 - C2-EXC3
 - C2-EXC5
 - C2-EXC6



Notes

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



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49,257 Feet



Map My County Map



- Legend**
- Parcels
 - Runways
 - Airports
 - Airport Influence Areas
 - Airport Compatibility Zones
 - OTHER COMPATIBILITY ZONE
 - A
 - A-EXC1
 - B1
 - B1-APZ I
 - B1-APZ I-EXC1
 - B1-APZ II
 - B1-APZ II-EXC1
 - B1-EXC1
 - B2
 - B2-EXC1
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 - C1
 - C1-EXC1
 - C1-EXC3
 - C1-EXC4
 - C1-HIGHT
 - C2
 - C2-EXC1
 - C2-EXC2
 - C2-EXC3
 - C2-EXC5

Notes

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188 Feet

94

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Map My County Map



- Legend**
- Parcels
 - Blue-line Streams
 - City Areas
 - World Street Map



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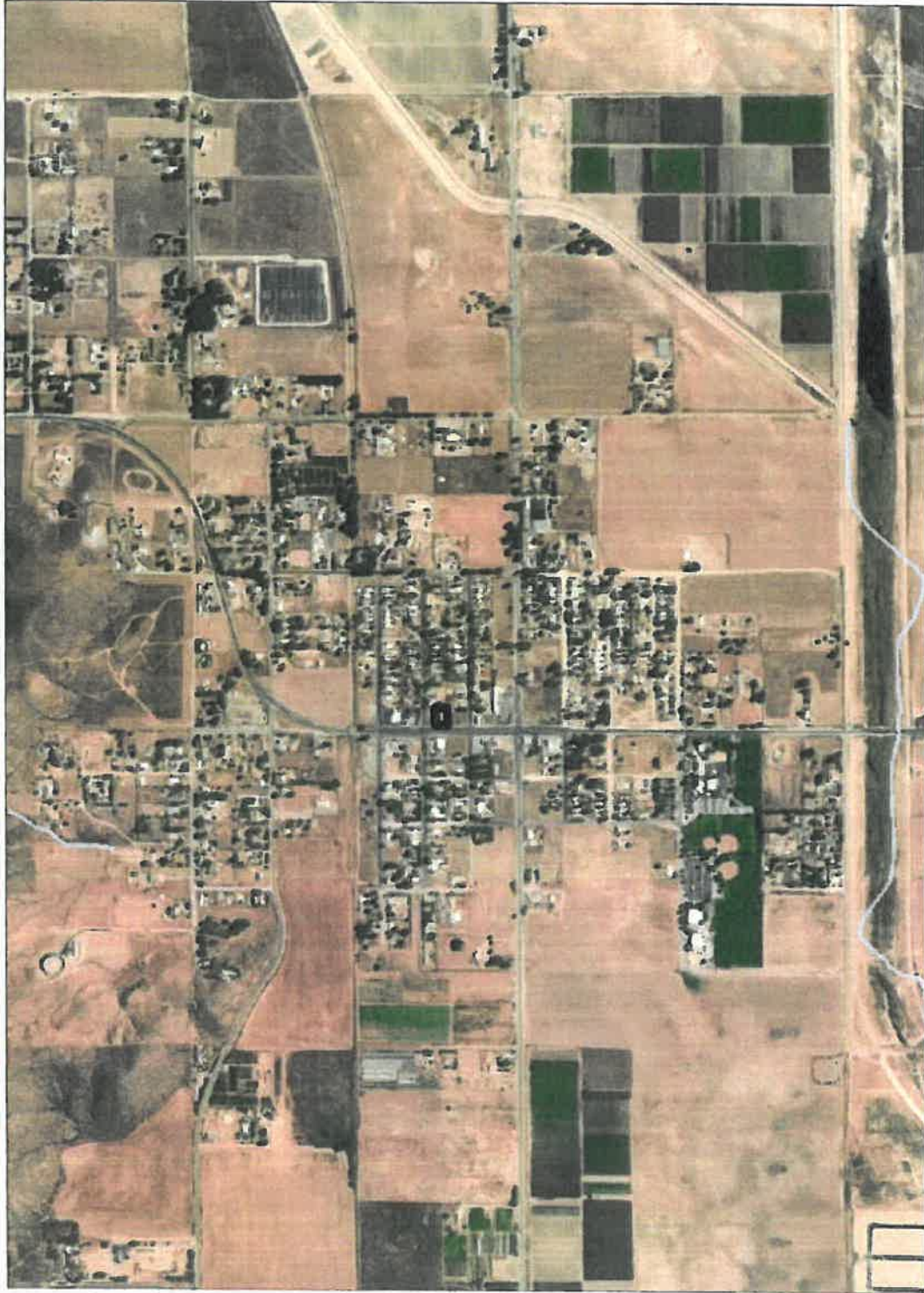
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Notes

Map My County Map



- Legend**
- Blue Line Streams
 - City Areas
 - World Street Map

Notes

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3,079 Feet



© Riverside County GIS

Map My County Map



- Legend**
- Parcels
 - BlueLine Streams
 - City Areas
 - World Street Map



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770 Feet

REPORT PRINTED ON... 8/20/2020 7:08:34 AM

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Notes

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Map My County Map



Los Angeles

San Diego

Tijuana

Mexicali

Legend

-  Parcels
-  Blueline Streams
-  City Areas
-  World Street Map



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0 385

770 Feet

REPORT PRINTED ON... 8/20/2020 7:06:05 AM

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Notes

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

CLIENT:
GREGORY LERIAN
MANAGING MEMBER
1368 1/2 YOSEMITE DRIVE
LOS ANGELES, CA 90041
EMAIL: glerian@chrsdph.com
PHONE: 402-565-9785

PROJECT SHEET INDEX

SHEET	TITLE
4109	PROJECT - COVER SHEET
4110	PROJECT - QUALITY CONTROL/ISSUE LOG
4111	PHOTO SHEET
A2.11	SITE PLAN
A3.11	CHANGE OF ZONE - SITE PLAN
A4.11	PROPOSED ROOF PLAN
A5.11	EXISTING ROOF PLAN
A6.11	SITE PLAN DETAILS
A7.11	PROPOSED SIGNAGE
A8.11	PROPOSED SIGNAGE
A9.11	PROPOSED SIGNAGE
A10.11	PROPOSED SIGNAGE
A11.11	PROPOSED SIGNAGE
A12.11	PROPOSED SIGNAGE
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A99.11	PROPOSED SIGNAGE
A100.11	PROPOSED SIGNAGE



GRAPHIA
ARCHITECTURAL
ENGINEERING

1500 MARKET STREET, SUITE 100
 SAN FRANCISCO, CA 94102
 TEL: 415.774.8900
 WWW.GRAPHIA.COM

These drawings were prepared by the Architect of Record for the project described herein and shall not be used for any other project without the written consent of the Architect of Record. The Architect of Record shall not be responsible for any errors or omissions in these drawings or for any consequences arising therefrom.

CLIENT:
CPR - WINCHESTER, LLC
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

PROJECT: JET-DREB-1

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLES:
PROJECT SHEET

ARCHITECT'S APPROVAL:

SHEET:
A1.00

PROJECT SCOPE
 THE PROJECT SCOPE FOR THIS PROJECT IS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW 10,000 SQ FT CANABIS STOREFRONT RETAILER WITH AN ADJACENT 10,000 SQ FT OFFICE BUILDING. THE PROJECT IS TO BE COMPLETED BY THE END OF 2024.

DESIGN NARRATIVE
 THE DESIGN NARRATIVE FOR THIS PROJECT IS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW 10,000 SQ FT CANABIS STOREFRONT RETAILER WITH AN ADJACENT 10,000 SQ FT OFFICE BUILDING. THE PROJECT IS TO BE COMPLETED BY THE END OF 2024.

ODOR CONTROL
 THE ODOR CONTROL MEASURES FOR THIS PROJECT ARE TO BE DETERMINED BY THE AIR QUALITY CONSULTANT. THE MEASURES SHALL BE DESIGNED TO PREVENT THE RELEASE OF UNDESIRABLE ODORS FROM THE PROJECT SITE.

GENERAL NOTES
 THE GENERAL NOTES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE NOTES SHALL BE PROVIDED TO THE CLIENT FOR REVIEW AND APPROVAL.

BUSINESS OPERATIONS
 THE BUSINESS OPERATIONS FOR THIS PROJECT ARE TO BE DETERMINED BY THE CLIENT. THE OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

PROJECT DIRECTORY
ARCHITECT: ENGINEER
GRAPHIA ARCHITECTURAL ENGINEERING
1500 MARKET STREET, SUITE 100, SAN FRANCISCO, CA 94102

SITE SECURITY
 THE SITE SECURITY MEASURES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE MEASURES SHALL BE DESIGNED TO PREVENT UNAUTHORIZED ACCESS TO THE PROJECT SITE.

PERMIT DISPLAY
 THE PERMIT DISPLAY MEASURES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE MEASURES SHALL BE DESIGNED TO PREVENT THE RELEASE OF UNDESIRABLE ODORS FROM THE PROJECT SITE.

SIGNAGE
 THE SIGNAGE MEASURES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE MEASURES SHALL BE DESIGNED TO PREVENT THE RELEASE OF UNDESIRABLE ODORS FROM THE PROJECT SITE.

APPLICABLE BUILDING CODES
 THE APPLICABLE BUILDING CODES FOR THIS PROJECT ARE THE CALIFORNIA BUILDING CODE (CBC), THE CALIFORNIA ELECTRICAL CODE (CEC), THE CALIFORNIA MECHANICAL CODE (CMC), THE CALIFORNIA PLUMBING CODE (CPC), THE CALIFORNIA FIRE CODE (CFC), THE CALIFORNIA SOILS AND FOUNDATIONS CODE (CSF), THE CALIFORNIA WIND CODE (CWC), THE CALIFORNIA SEISMIC CODE (CSC), THE CALIFORNIA ENERGY CODE (CEC), THE CALIFORNIA ENVIRONMENTAL CODE (CEC), THE CALIFORNIA LAND USE CODE (CLUC), THE CALIFORNIA ZONING CODE (CZC), THE CALIFORNIA SIGNAGE CODE (CSC), THE CALIFORNIA ACCESSIBILITY CODE (CAC), THE CALIFORNIA HISTORIC PRESERVATION CODE (CHPC), THE CALIFORNIA ANTI-SMOKING CODE (CASC), THE CALIFORNIA ANTI-TABACCO CODE (CATC), THE CALIFORNIA ANTI-ALCOHOL CODE (CAAC), THE CALIFORNIA ANTI-GAMING CODE (CAGC), THE CALIFORNIA ANTI-LOTTERY CODE (CALC), THE CALIFORNIA ANTI-RACIAL DISCRIMINATION CODE (CARDC), THE CALIFORNIA ANTI-SEXUAL HARASSMENT CODE (CASHC), THE CALIFORNIA ANTI-AGE DISCRIMINATION CODE (CAADC), THE CALIFORNIA ANTI-RELIGIOUS DISCRIMINATION CODE (CARDC), THE CALIFORNIA ANTI-ETHNIC DISCRIMINATION CODE (CAEDC), THE CALIFORNIA ANTI-SEXUAL ORIENTATION DISCRIMINATION CODE (CAOSDC), THE CALIFORNIA ANTI-GENETIC DISCRIMINATION CODE (CAGDC), THE CALIFORNIA ANTI-ANATOMICAL GIFT DISCRIMINATION CODE (CAGDC), THE CALIFORNIA ANTI-REPRODUCTIVE FREEDOM ACT DISCRIMINATION CODE (CARFDC), THE CALIFORNIA ANTI-REPRODUCTIVE FREEDOM ACT DISCRIMINATION CODE (CARFDC).

BUILDING AREA ANALYSIS
 THE BUILDING AREA ANALYSIS FOR THIS PROJECT IS TO BE DETERMINED BY THE ARCHITECT. THE ANALYSIS SHALL BE PROVIDED TO THE CLIENT FOR REVIEW AND APPROVAL.

EXTERIOR COLORS
 THE EXTERIOR COLORS FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE COLORS SHALL BE PROVIDED TO THE CLIENT FOR REVIEW AND APPROVAL.

VICINITY MAP

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

REFERENCE NORTH:

PROJECT DIRECTORY
ARCHITECT: ENGINEER
GRAPHIA ARCHITECTURAL ENGINEERING
1500 MARKET STREET, SUITE 100, SAN FRANCISCO, CA 94102

SITE SECURITY
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 THE SIGNAGE MEASURES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE MEASURES SHALL BE DESIGNED TO PREVENT THE RELEASE OF UNDESIRABLE ODORS FROM THE PROJECT SITE.

APPLICABLE BUILDING CODES
 THE APPLICABLE BUILDING CODES FOR THIS PROJECT ARE THE CALIFORNIA BUILDING CODE (CBC), THE CALIFORNIA ELECTRICAL CODE (CEC), THE CALIFORNIA MECHANICAL CODE (CMC), THE CALIFORNIA PLUMBING CODE (CPC), THE CALIFORNIA FIRE CODE (CFC), THE CALIFORNIA SOILS AND FOUNDATIONS CODE (CSF), THE CALIFORNIA WIND CODE (CWC), THE CALIFORNIA SEISMIC CODE (CSC), THE CALIFORNIA ENERGY CODE (CEC), THE CALIFORNIA ENVIRONMENTAL CODE (CEC), THE CALIFORNIA LAND USE CODE (CLUC), THE CALIFORNIA ZONING CODE (CZC), THE CALIFORNIA SIGNAGE CODE (CSC), THE CALIFORNIA ACCESSIBILITY CODE (CAC), THE CALIFORNIA HISTORIC PRESERVATION CODE (CHPC), THE CALIFORNIA ANTI-SMOKING CODE (CASC), THE CALIFORNIA ANTI-TABACCO CODE (CATC), THE CALIFORNIA ANTI-ALCOHOL CODE (CAAC), THE CALIFORNIA ANTI-GAMING CODE (CAGC), THE CALIFORNIA ANTI-LOTTERY CODE (CALC), THE CALIFORNIA ANTI-RACIAL DISCRIMINATION CODE (CARDC), THE CALIFORNIA ANTI-SEXUAL HARASSMENT CODE (CASHC), THE CALIFORNIA ANTI-AGE DISCRIMINATION CODE (CAADC), THE CALIFORNIA ANTI-RELIGIOUS DISCRIMINATION CODE (CARDC), THE CALIFORNIA ANTI-ETHNIC DISCRIMINATION CODE (CAEDC), THE CALIFORNIA ANTI-SEXUAL ORIENTATION DISCRIMINATION CODE (CAOSDC), THE CALIFORNIA ANTI-GENETIC DISCRIMINATION CODE (CAGDC), THE CALIFORNIA ANTI-ANATOMICAL GIFT DISCRIMINATION CODE (CAGDC), THE CALIFORNIA ANTI-REPRODUCTIVE FREEDOM ACT DISCRIMINATION CODE (CARFDC), THE CALIFORNIA ANTI-REPRODUCTIVE FREEDOM ACT DISCRIMINATION CODE (CARFDC).

BUILDING AREA ANALYSIS
 THE BUILDING AREA ANALYSIS FOR THIS PROJECT IS TO BE DETERMINED BY THE ARCHITECT. THE ANALYSIS SHALL BE PROVIDED TO THE CLIENT FOR REVIEW AND APPROVAL.

EXTERIOR COLORS
 THE EXTERIOR COLORS FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE COLORS SHALL BE PROVIDED TO THE CLIENT FOR REVIEW AND APPROVAL.

GRAPHIA
ARCHITECTURAL
ENGINEERING

100 INTERNATIONAL AVENUE, SUITE 200
WINCHESTER, CALIFORNIA 92596
PHONE: (951) 744-8788
WWW.GRAPHIA-ARCHITECTS.COM

PROJECT: 201800001
DATE: 01/11/2018

CLIENT: CANNABIS STOREFRONT RETAILER
ADDRESS: 2834 WINCHESTER ROAD
WINCHESTER, CA 92596

CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
2834 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: NEW CONDITIONAL USE PERMIT FOR:
CANNABIS STOREFRONT RETAILER



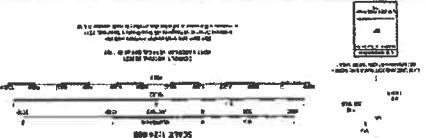
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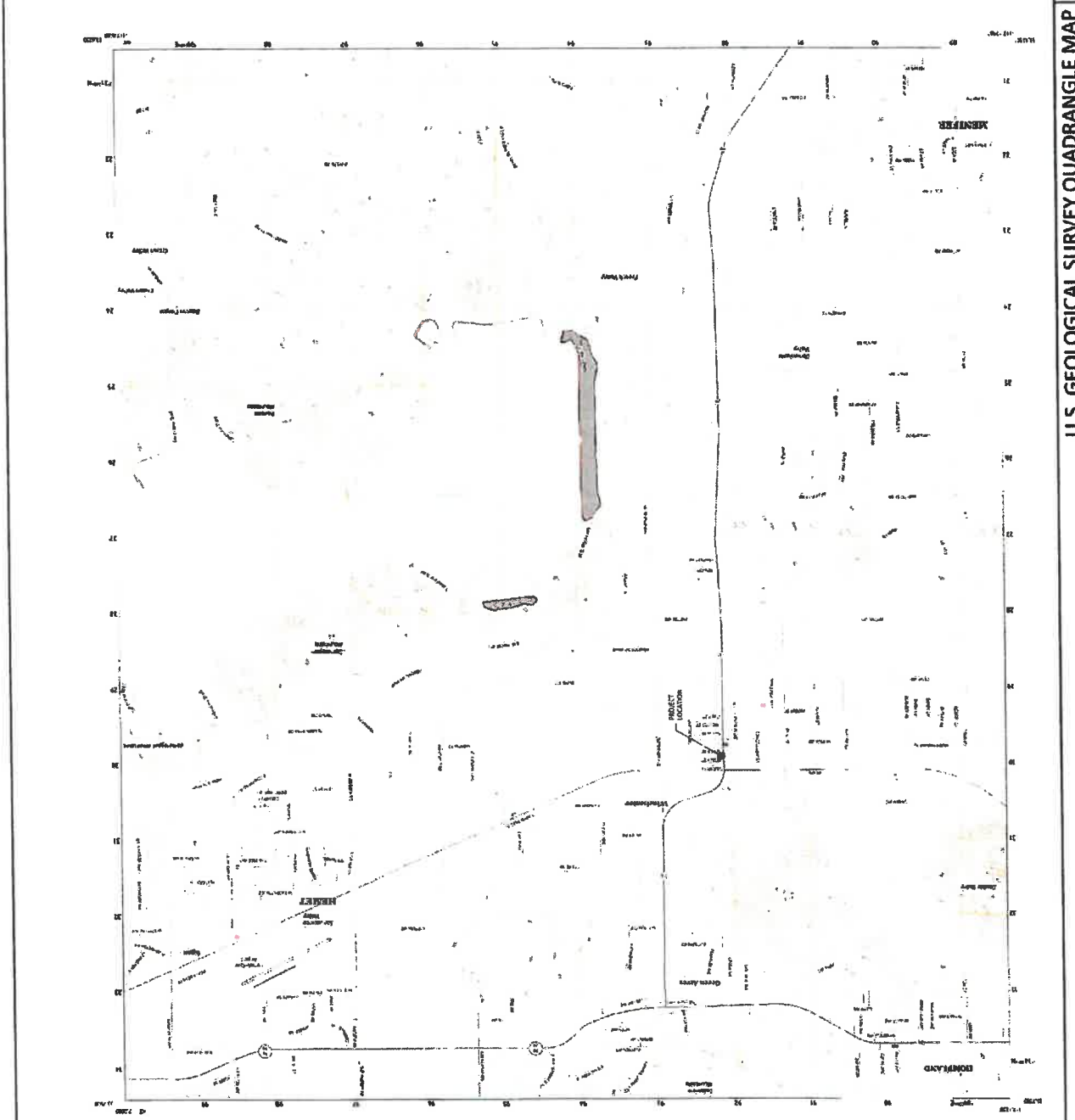
WINCHESTER, CA 2018

PROJECT LOCATION

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16



PROJECT LOCATION



WINCHESTER QUADRANGLE
CALIFORNIA - MERCER COUNTY
7.5-MINUTE DEMO



USGS
U.S. DEPARTMENT OF THE INTERIOR



U.S. GEOLOGICAL SURVEY

U.S. GEOLOGICAL SURVEY QUADRANGLE MAP

SCALE: 1:24,000

U.S. GEOLOGICAL SURVEY QUADRANGLE MAP

1

GRAPHIA
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ENGINEERING

1000 W. BROADWAY, SUITE 200
WINCHESTER, CA 92596
TEL: 951-721-1111
WWW.GRAPHIAARCH.COM

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PROJECT: 20180606.2

CLIENT: **REGENCY LAKERS**
1500 W. WINCHESTER ROAD
WINCHESTER, CA 92596
TEL: 951-721-1111

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: PHOTO INDEX

DATE: 06/15/2018

ARCHITECT'S APPROVAL:



DAVID J. WILLIAMS
STATE OF CALIFORNIA
LICENSE NO. 45678

SHEET
A1.31



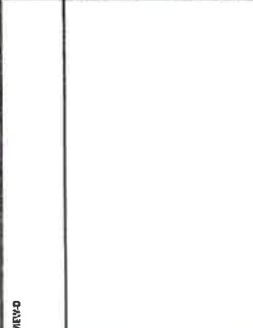
PROPERTY PHOTO MAP INDEX
1 - CAMERA PLACEMENT AND PHOTO REFERENCE



VIEW A



VIEW B



VIEW C



VIEW D



VIEW E



VIEW F



VIEW G



VIEW H

GRAPHIA
ARCHITECTURAL
CONSULTANTS

10000 WILSON AVENUE, SUITE 100
WINCHESTER, CA 92596
TEL: 951-790-0000
WWW.GRAPHIA.COM

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PROJECT: 20180001
CLIENT: CPR - WINCHESTER, LLC
DATE: 04/11/2018
SCALE: AS SHOWN

CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)

28384 WINCHESTER ROAD
WINCHESTER, CA 92596

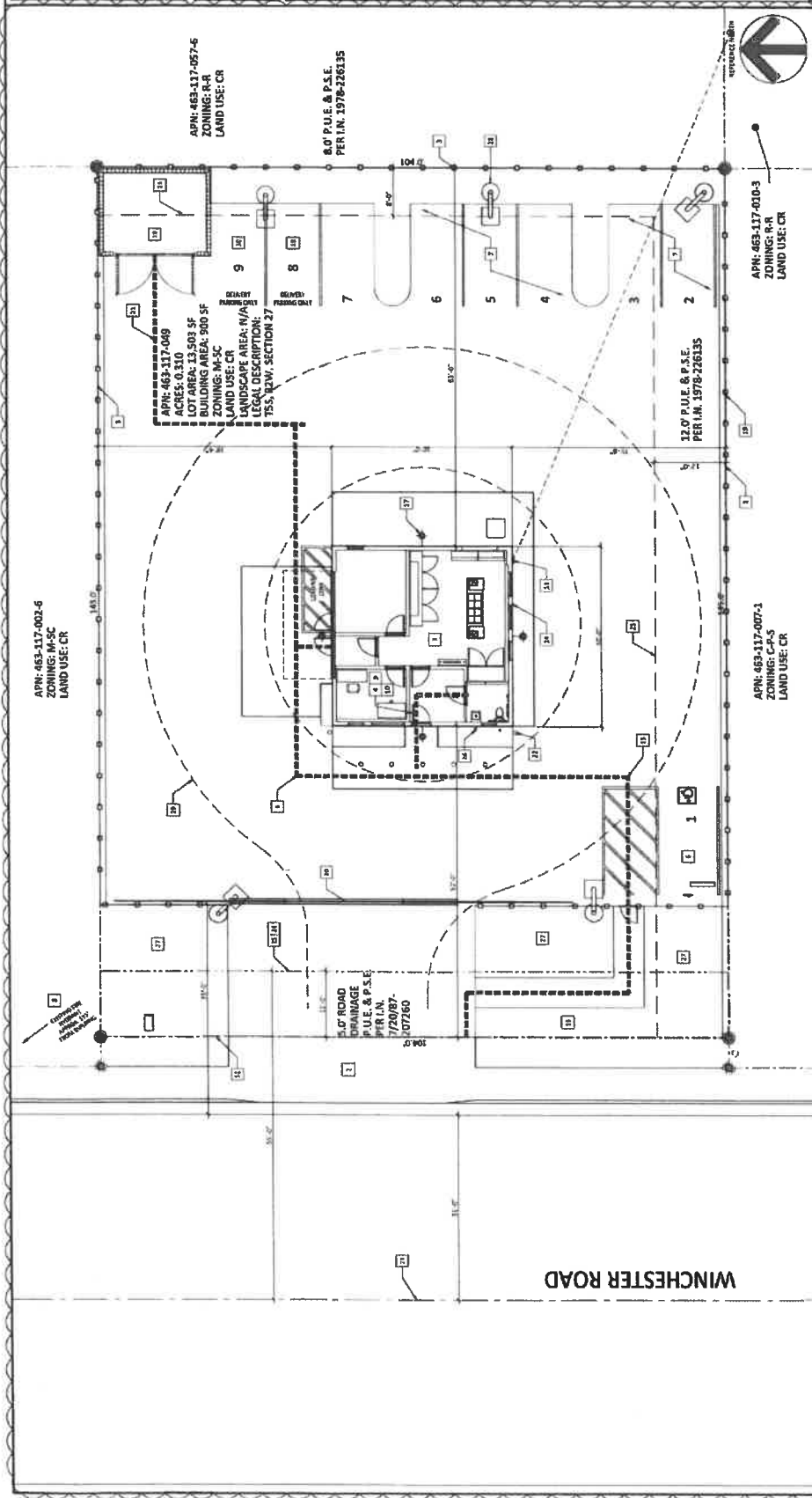
NEW CONDITIONAL USE PERMIT FOR:

TITLE: SITE PLAN

DATE: 04/11/2018

ARCHITECT'S APPROVAL:

SHEET: A2.11



KEYNOTES

1. NEW CANABIS STOREFRONT RETAILER FACILITY.
2. EXISTING DRIVEWAY.
3. EXISTING ASPHALT DRIVE.
4. EXISTING DRIVEWAY ENTRANCE 1 (EXISTING DRIVEWAY).
5. EXISTING DRIVEWAY ENTRANCE 2 (EXISTING DRIVEWAY).
6. NEW ACCESSORY PARKING STALLS.
7. NEW PARKING AREA.
8. EXISTING DRIVEWAY ENTRANCE 3 (EXISTING DRIVEWAY).
9. EXISTING DRIVEWAY ENTRANCE 4 (EXISTING DRIVEWAY).
10. EXISTING DRIVEWAY ENTRANCE 5 (EXISTING DRIVEWAY).
11. EXISTING DRIVEWAY ENTRANCE 6 (EXISTING DRIVEWAY).
12. EXISTING DRIVEWAY ENTRANCE 7 (EXISTING DRIVEWAY).
13. EXISTING DRIVEWAY ENTRANCE 8 (EXISTING DRIVEWAY).
14. EXISTING DRIVEWAY ENTRANCE 9 (EXISTING DRIVEWAY).
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16. EXISTING DRIVEWAY ENTRANCE 11 (EXISTING DRIVEWAY).
17. EXISTING DRIVEWAY ENTRANCE 12 (EXISTING DRIVEWAY).
18. EXISTING DRIVEWAY ENTRANCE 13 (EXISTING DRIVEWAY).
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26. EXISTING DRIVEWAY ENTRANCE 21 (EXISTING DRIVEWAY).
27. EXISTING DRIVEWAY ENTRANCE 22 (EXISTING DRIVEWAY).
28. EXISTING DRIVEWAY ENTRANCE 23 (EXISTING DRIVEWAY).
29. EXISTING DRIVEWAY ENTRANCE 24 (EXISTING DRIVEWAY).
30. EXISTING DRIVEWAY ENTRANCE 25 (EXISTING DRIVEWAY).

KEYNOTES CONTINUED

31. EXISTING DRIVEWAY ENTRANCE 26 (EXISTING DRIVEWAY).
32. EXISTING DRIVEWAY ENTRANCE 27 (EXISTING DRIVEWAY).
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56. EXISTING DRIVEWAY ENTRANCE 51 (EXISTING DRIVEWAY).
57. EXISTING DRIVEWAY ENTRANCE 52 (EXISTING DRIVEWAY).
58. EXISTING DRIVEWAY ENTRANCE 53 (EXISTING DRIVEWAY).
59. EXISTING DRIVEWAY ENTRANCE 54 (EXISTING DRIVEWAY).
60. EXISTING DRIVEWAY ENTRANCE 55 (EXISTING DRIVEWAY).

SITE NOTES

1. THE SITE IS LOCATED IN AN UNINCORPORATED AREA OF THE COUNTY OF SAN DIEGO.
2. THE SITE IS ZONED M-3C (MEDIUM DENSITY RESIDENTIAL).
3. THE PROPOSED DEVELOPMENT IS A NEW CANABIS STOREFRONT RETAILER FACILITY.
4. THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE ZONING REGULATIONS.
5. THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE GENERAL PLAN.
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SECURITY NOTES

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SITE PARKING COUNT

TYPE	REQUIRED	PROVIDED
STANDARD	25	25
DISABLED	2	2
TOTAL	27	27

EASEMENTS ABBREVIATIONS

P.U.E. - PUBLIC UTILITY EASEMENT
P.S.E. - PUBLIC SERVICE EASEMENT
N.A. - NOT APPLICABLE

GRAPHIA
ARCHITECTURAL
ENGINEERING

DR. GUY WATKINS, SUITE 100
UNION SQUARE
1010 MARKET STREET
SAN FRANCISCO, CA 94103
415.774.8888
GRAPHIA.COM

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF GRAPHIA ARCHITECTURAL ENGINEERING. ANY REPRODUCTION OR DISTRIBUTION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF GRAPHIA ARCHITECTURAL ENGINEERING IS STRICTLY PROHIBITED. ANY REVISIONS TO THESE PLANS MUST BE APPROVED BY GRAPHIA ARCHITECTURAL ENGINEERING.

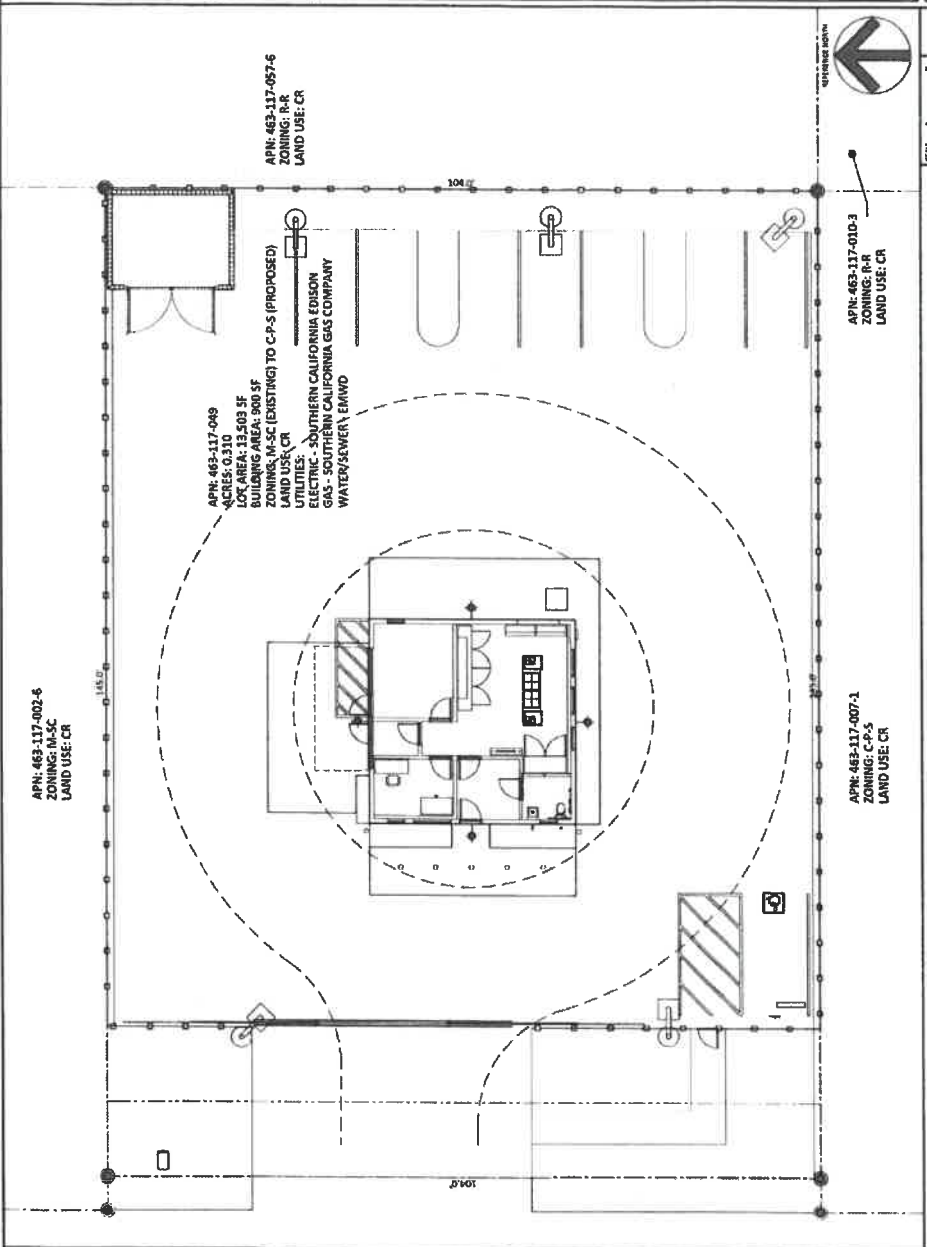
CLIENT: CANNABIS STOREFRONT RETAILER
ADDRESS: 2834 WINCHESTER ROAD
WINCHESTER, CA 92596
PROJECT: 1070006.1

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
2834 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: CHANGE OF ZONE - SITE PLAN



SHEET: **A2.12**



OWNER AND DESCRIPTION

Project No: 1070006.1
Project Name: Cannabis Storefront Retailer
Client: Cannabis Storefront Retailer
Address: 2834 Winchester Road, Winchester, CA 92596
Project Date: 01/15/2024

LEGAL DESCRIPTION
THE LAND DESCRIBED IN THESE PLANS IS LOCATED IN THE COUNTY OF RIVERSIDE, CITY OF CHANDLER, AND IS DESCRIBED AS FOLLOWS:
Parcel: 0.310 ACRES, LOTS 1 & 2, TRACT 1070006.1, CHANDLER, RIVERSIDE COUNTY, CALIFORNIA.
APN: 463-117-002-6

APPROVALS

APPROVED BY: [Signature]
DATE: 01/15/2024

APPROVED BY: [Signature]
DATE: 01/15/2024

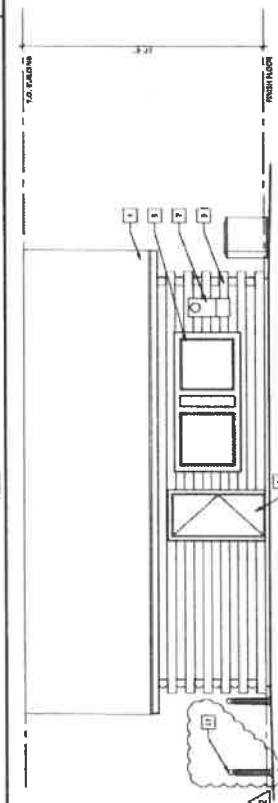
KEYNOTES

- 1 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 2 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 3 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 4 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 5 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 6 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 7 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 8 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 9 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 10 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 11 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 12 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 13 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT
- 14 EXISTING WINDOW TO BE REPLACED WITH A LARGER WINDOW UNIT

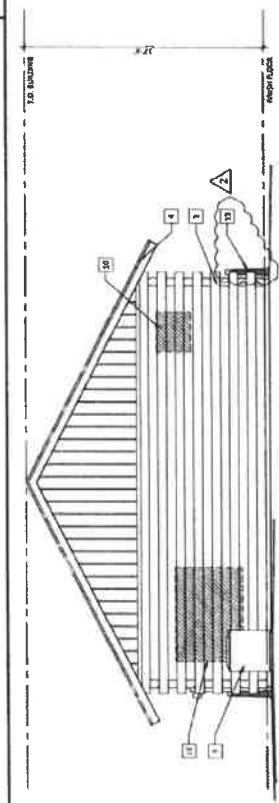
ORDINANCE NO. 348

SECTION 1814
 6. ONLY WORKS TO BE DONE SHALL BE SET OUT BY THE CONTRACTOR. NO OTHER WORK SHALL BE DONE UNLESS SPECIFICALLY NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

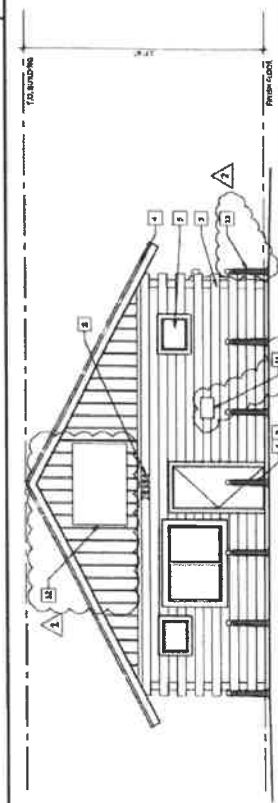
ELEVATION: NORTH



ELEVATION: SOUTH



ELEVATION: EAST



ELEVATION: WEST



EXTERIOR COLORS

ROOFING	NO CHANGE
CEILING	NO CHANGE
WALLS	NO CHANGE
FLOORING	NO CHANGE
TRIM	NO CHANGE
WALL DOOR TRIM	NO CHANGE

GRAPHIA
 ARCHITECTURAL
 ENGINEERS

106 SAN JUAN DRIVE, SUITE 110
 WINCHESTER, CA 92596
 (951) 836-1111
 info@graphia.com
 www.graphia.com

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PROJECT: 20180001

CLIENT:
 GRAPHIA ARCHITECTURAL ENGINEERS
 106 SAN JUAN DRIVE, SUITE 110
 WINCHESTER, CA 92596
 (951) 836-1111
 info@graphia.com
 www.graphia.com

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
 28384 WINCHESTER ROAD
 WINCHESTER, CA 92596

TITLE:
 EXTERIOR ELEVATIONS

DATE:
 07/15/2018

ARCHITECT'S APPROVAL:



SHEET:
A7.11

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PROJECT: 21030606.1

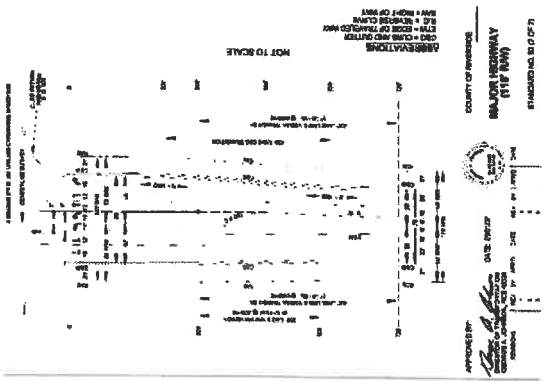
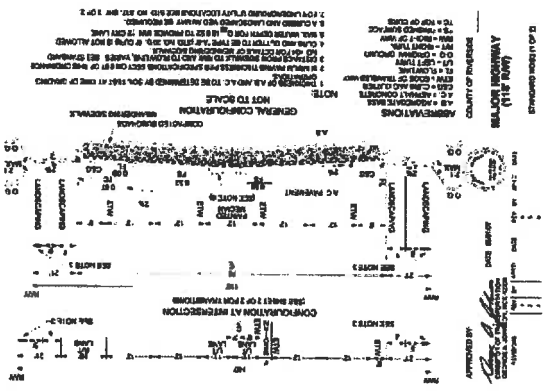
CLIENT: **MANABIS STORE**
1205 W. HIGHTOWER DRIVE
WINCHESTER, CA 92596
PHONE: 951.268.8755
EMAIL: gae@graphia.com

**NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STORE, RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596**

TITLE: **PERMIT PLAN**
DATE: 11/18/2020



A9.22
SHEET: 1 OF 1



COUNTY OF RIVERSIDE
DAVID S. TAYLOR
REGISTERED PROFESSIONAL ENGINEER
NO. 45678
MECHANICAL
11/18/2020

COUNTY OF RIVERSIDE
DAVID S. TAYLOR
REGISTERED PROFESSIONAL ENGINEER
NO. 45678
MECHANICAL
11/18/2020

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ARCHITECTURAL
& CONSTRUCTION

300 EAST 28TH STREET, SUITE 100
SAN ANTONIO, TEXAS 78205
PHONE: (214) 343-1111
WWW.GRAPHIAARCH.COM

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PROJECT: 201800001

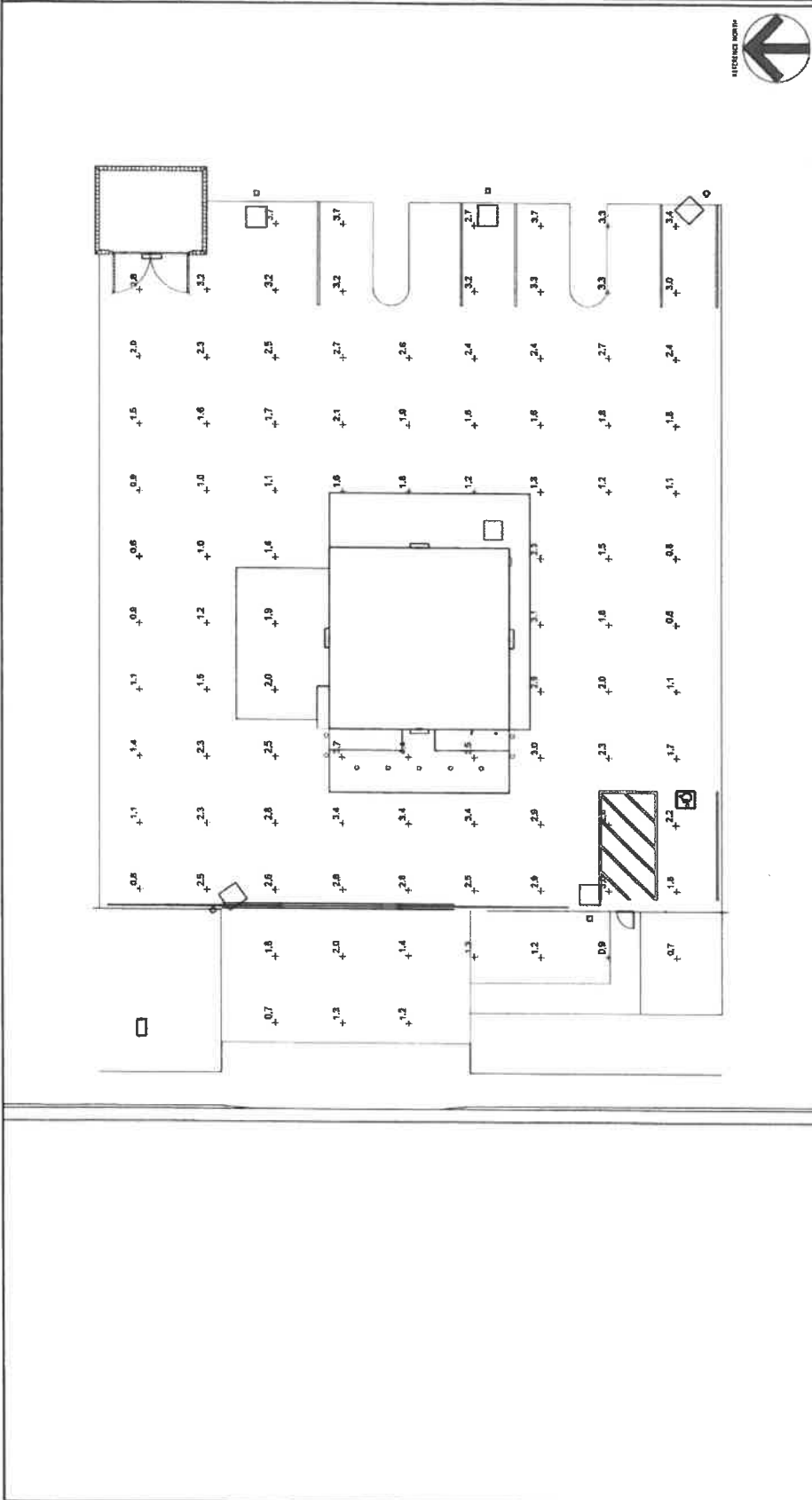
CLIENT:
CPR - WINCHESTER, LLC
38421 Highway 171
Winchester, CA 92596
PHONE: (951) 941-9788
EMAIL: info@cprwinchester.com

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STORE, RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: ELECTRICAL - PHOTOMETRIC SITE PLAN

DATE: 08/14/2018

ARCHITECT'S APPROVAL:



ELECTRICAL - PHOTOMETRIC SITE PLAN

DATE	ISSUED	REVISED	BY	DATE	REVISION
08/14/2018					

LIGHT LEVEL STATISTICS

ZONE	SPREAD	AREA (SQ)	AREA (SQ)	AVG (FC)	MIN (FC)	MAX (FC)
ROADWAY LOT	-	22	44	0.5	7.91	3.71

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100 CALIFORNIA DRIVE, SUITE 100
SAN FRANCISCO, CA 94108
TEL: 415.774.8800
WWW.GRAPHIAARCHITECTS.COM

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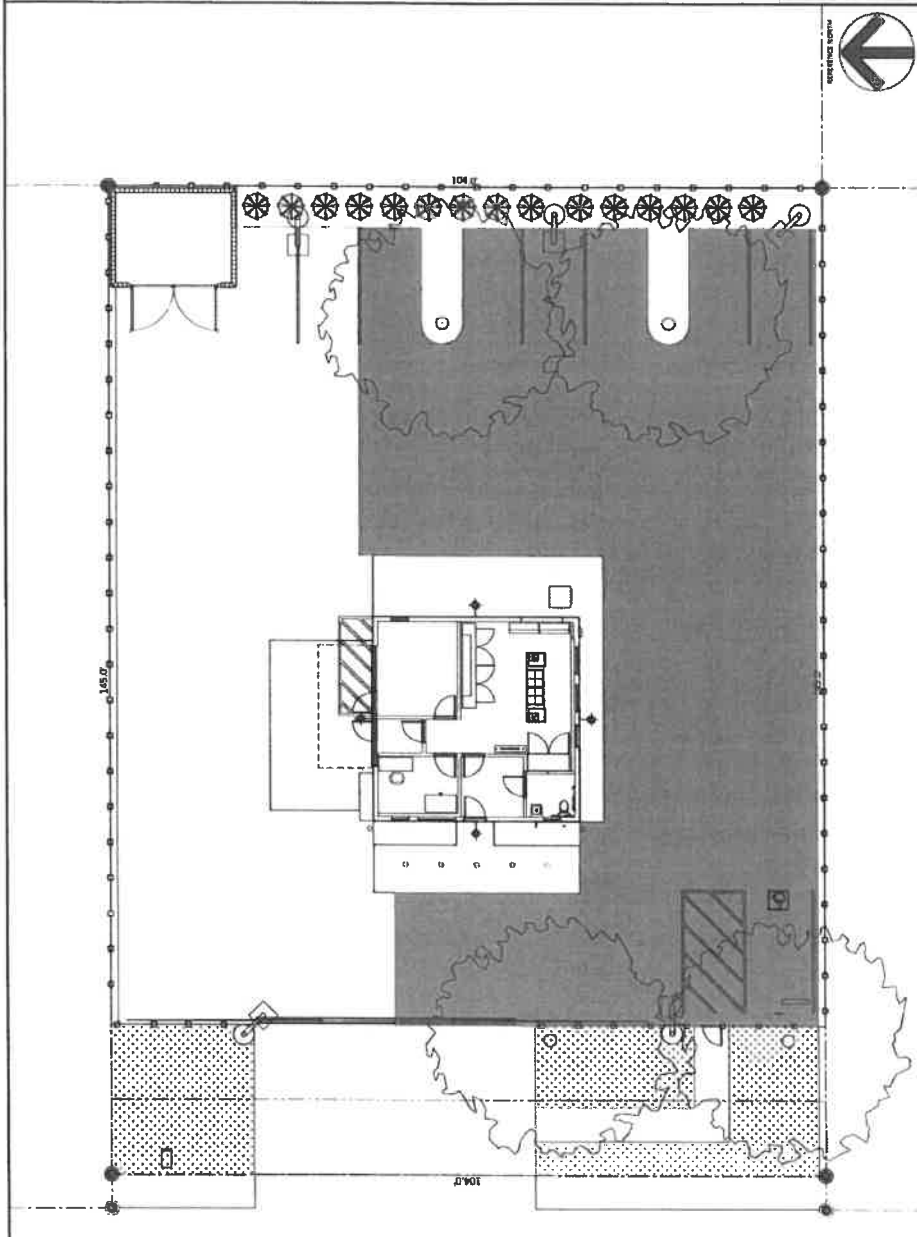
PROJECT: JTL090601.1
CLIENT: CPR - WINCHESTER, LLC
DATE: 08/20/2018
PROJECT: 2884 WINCHESTER ROAD
WINCHESTER, CA 92596

NEW CONDITIONAL USE PERMIT FOR:
**CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)**
2884 WINCHESTER ROAD
WINCHESTER, CA 92596

TITLE: PROPOSED LANDSCAPE PLAN
SCALE: 1" = 10'-0"

ARCHITECT'S APPROVAL:
[Signature]

SHEET: 12.11



PROPOSED LANDSCAPE PLAN

LANDSCAPE LEGEND

- NEW TREE - THREE CORNUS TREES (MINIMUM 18" DBH) PLANTED AT 10' ON CENTER FOR 10' MINIMUM ROWS OF PLANTING, EXCEPT CORNUS TREES AT 15' ON CENTER FOR 10' MINIMUM ROWS OF PLANTING.
- EXISTING TREE - EXISTING TREES TO REMAIN AS SHOWN ON THE EXISTING SITE PLAN.
- NEW PLANTING - NEW PLANTING TO BE INSTALLED AS SHOWN ON THE EXISTING SITE PLAN.
- EXISTING PLANTING - EXISTING PLANTING TO REMAIN AS SHOWN ON THE EXISTING SITE PLAN.
- LANDSCAPE CALCULATIONS - SEE SHADING CALCULATIONS SHEET FOR DETAILS.

SHADING CALCULATIONS

AREA OF SHADE REQUIRED TO BE SHOWN:
 5,796 SF
 2,883 SF
 50%
 2,883 SF

SHADING	100%	75%	50%	25%
PLANTING WIDTH	3	4	3	0
PLANTING SPACING	10.0'	10.0'	10.0'	10.0'
TOTAL SHADING AREA PROVIDED:	2,883 SF			
SHADE PROVIDED				

LANDSCAPE NOTES

1. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

2. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

3. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

4. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

5. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

6. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

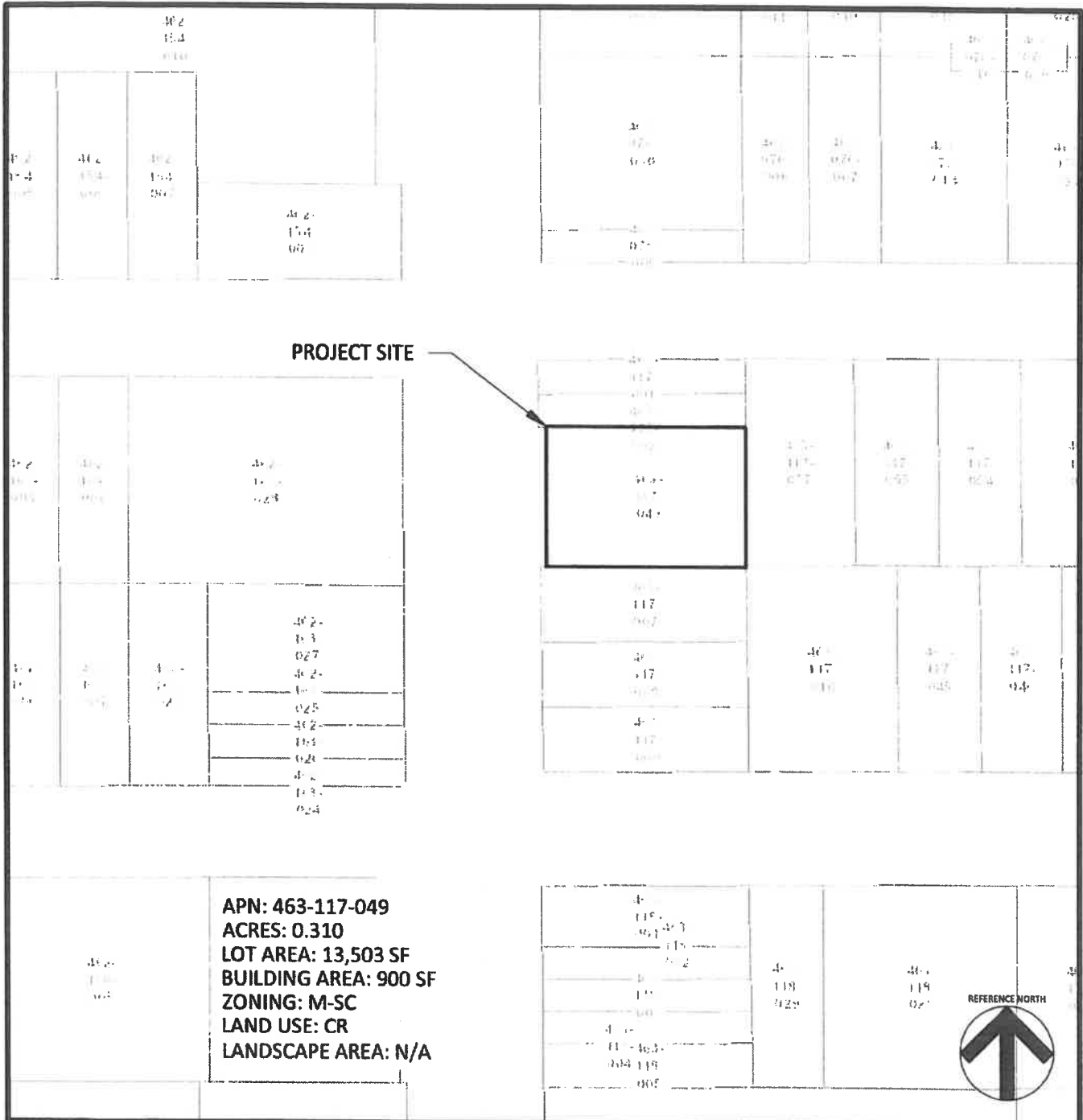
7. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

8. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

9. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

10. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THESE PLANS.

WINCHESTER ROAD



APN: 463-117-049
ACRES: 0.310
LOT AREA: 13,503 SF
BUILDING AREA: 900 SF
ZONING: M-SC
LAND USE: CR
LANDSCAPE AREA: N/A

LOCATIONAL MAP

SCALE: 0 100' 1

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100 GATWAY DRIVE, SUITE 120
LINCOLN, CA 95648
(916) 299-9890
Design@GRAPHIA.com
GRAPHIA.com

NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
(CANNABIS STOREFRONT RETAILER)
28384 WINCHESTER ROAD
WINCHESTER, CA 92596

CLIENT:
GREGORY LEFIAN
MANAGING MEMBER
1505 1/2 YOSEMITE DRIVE
LOS ANGELES, CA 90041
EMAIL: greg@chronicfb.com
PHONE: 401-265-9785

ARCHITECT'S APPROVAL:



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

463-11

T.R.A. 071-045
071-212

APN: 463-117-049

S

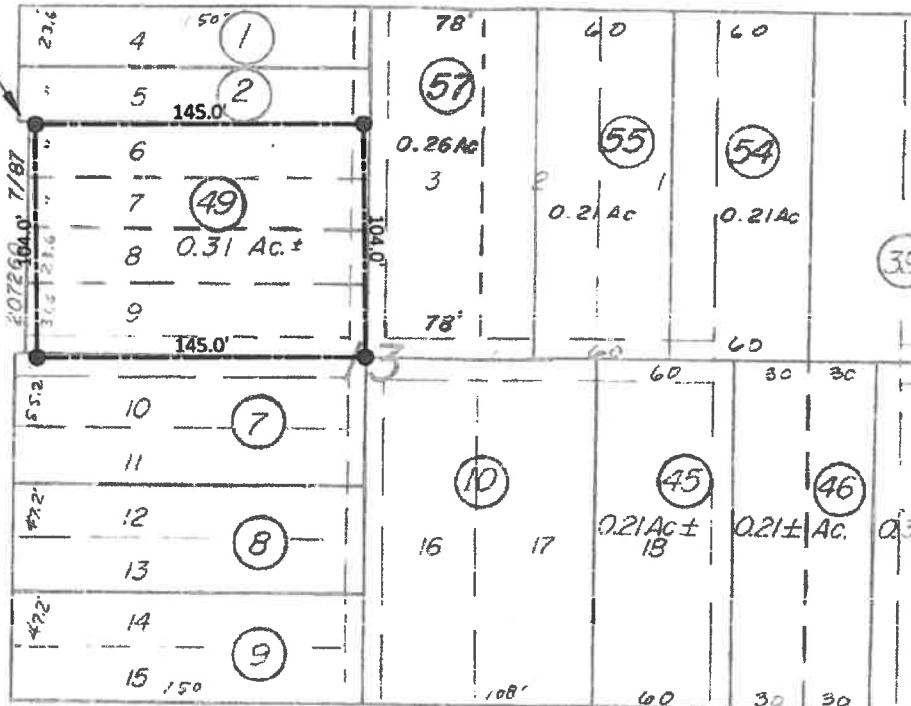
SECTION 27, T.5S.,R.2W

WESLEY

PROJECT SITE

No. 79

462
16



TAYLOR

REFERENCE NORTH



MAP NO. 463-11
 DISTRICT
 CHANGE OF ZONE CASE NO.
 AMENDING ORDINANCE NO. 348
 ADOPTED BY ORDINANCE NO.
 OCTOBER 8, 2019
 RIVERSIDE COUNTY BOARD OF SUPERVISORS

CHANGE OF OFFICIAL ZONING PLAN

SCALE: 0 50' 1

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 LINCOLN, CA 95648
 (916) 209-9900
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NEW CONDITIONAL USE PERMIT FOR:
CPR - WINCHESTER, LLC
 (CANNABIS STOREFRONT RETAILER)
 28384 WINCHESTER ROAD
 WINCHESTER, CA 92596

CLIENT:
 GREGORY LEFIAN
 MANAGING MEMBER
 1368 1/2 YOSEMITE DRIVE
 LOS ANGELES, CA 90041
 EMAIL: greg@chroniccb.com
 PHONE: 401-265-9785

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RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT

REVISED PERMIT Original Case No. _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: CPR - Winchester, LLC

Contact Person: Gregory Lefian, Managing Member E-Mail: greg@chroniclb.com

Mailing Address: 1368 1/2 Yosemite Drive
Street
Los Angeles, CA 90041
City State ZIP

Daytime Phone No: (401) 265-9785 Fax No: ()

Engineer/Representative Name: Graphia Architecture & Engineering

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

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

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

Property Owner Name: EEL Holdings LLC

Contact Person: Elliot Lewis, Managing Member E-Mail: elewisbroker@gmail.com

Mailing Address: 1900 Main Street, #500
Street
Irvine, CA 92614
City State ZIP

Daytime Phone No: (562) 370-3780 Fax No: ()

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

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

"Planning Our Future... Preserving Our Past"

APPLICATION FOR LAND USE AND DEVELOPMENT

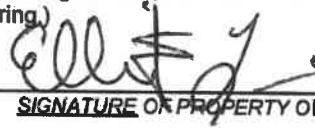
Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses;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

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

EEL Holdings LLC by its Managing Member, Elliot Lewis



PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

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

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

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

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 463-117-049

Approximate Gross Acreage: 0.31

General location (nearby or cross streets): North of Taylor Street, South of Wesley Street, East of Winchester Road, West of Whittier Avenue.

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

The Applicant will renovate 28384 Winchester Road, Winchester, CA 92596, to establish a cannabis storefront retailer pursuant to Cannabis RFP Response CAN190036.

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

Number of existing lots: 1

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	900	17' 6"	1	Standalone retail building	<input type="checkbox"/>	156302
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

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

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

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

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

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

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

Related cases filed in conjunction with this application:

Cannabis RFP Response CAN190036; an Application for Development Agreement; and an Application for Change of Zone

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

If yes, provide Application No(s). PP18555 (Plot Plan Admin); PP18555S1 (Substantial Conformance Circulated)
(e.g. Tentative Parcel Map, Zone Change, etc.)

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

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

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

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to [Section 65962.5](#) of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: _____
Address: _____
Phone number: _____
Address of site (street name and number if available, and ZIP Code): _____
Local Agency: County of Riverside
Assessor's Book Page, and Parcel Number: _____
Specify any list pursuant to Section 65962.5 of the Government Code: None
Regulatory Identification number: _____
Date of list: _____
Applicant: N/A Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

[Government Code Section 65850.2](#) requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) EEL Holdings LLC by its Managing Member, Elliot Lewis Date 10/9/2019
Owner/Authorized Agent (2)  Date _____

APPLICATION FOR LAND USE AND DEVELOPMENT

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

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



RIVERSIDE COUNTY PLANNING DEPARTMENT

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

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

10/9/2019

Property Owner(s) Signature(s) and Date

EEL Holdings LLC by its Managing Member, Elliot Lewis

Printed Name of Owner

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

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

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

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

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

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

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

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

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

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

NOTICE OF PUBLIC HEARING

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

DEVELOPMENT AGREEMENT NO. 1900020, CONDITIONAL USE PERMIT NO. 190032, CHANGE OF ZONE NO. 190035 and CHANGE OF ZONE NO. 2100007 – 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) – CEQ190114 – Applicant: CPR Winchester, LLC – Third Supervisorial District – Winchester Area – Harvest Valley/Winchester Area Plan: Commercial Retail: (CR) (0.20 – 0.35 FAR) – Location: Northerly of Taylor Street, easterly of Winchester Road, southerly of Wesley Street, and westerly of Whittier Avenue – 0.31 Acres – Zoning: Manufacturing – Service Commercial (M-SC) – **REQUEST:** Development Agreement No 1900020 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 Winchester Area. Conditional Use Permit No. 190032 is a proposal to utilize an existing building to establish and operate a 900 sq. ft. cannabis retail facility with delivery on a 0.31-acre lot with parking and landscaping. Change of Zone No. 1900035 proposes a change of zone from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S). Change of Zone No. 2100007 is a text amendment to Ordinance No. 348 to clarify the distance measurement in Section 19.519.A.3 for the distance from Cannabis Retailers to smoke shops or similar facilities. The text of Section 19.519.A.3 is proposed to be "Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. This distance shall be measured from the nearest point of entry for consumers of the commercial cannabis dispensary to the nearest point of entry for consumers of a smoke shop or similar facility as measured along the shortest pedestrian or vehicular path of travel, whichever is shorter". APN: 463-117-049.

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

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: <https://planning.rctlma.org/>. For further information regarding this project please contact the Project Planner Mina Morgan at (951) 955-6035 or email at mimorgan@rivco.org, or go to the County Planning Department's Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

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

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

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

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

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on October 08, 2020,

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

APN (s) or case numbers CZ1900035 / CUP190032 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

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

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

TITLE: GIS Analyst

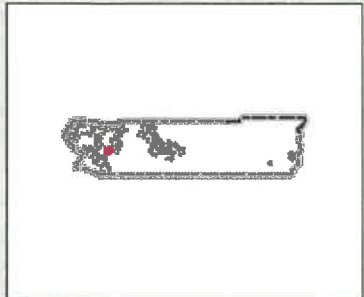
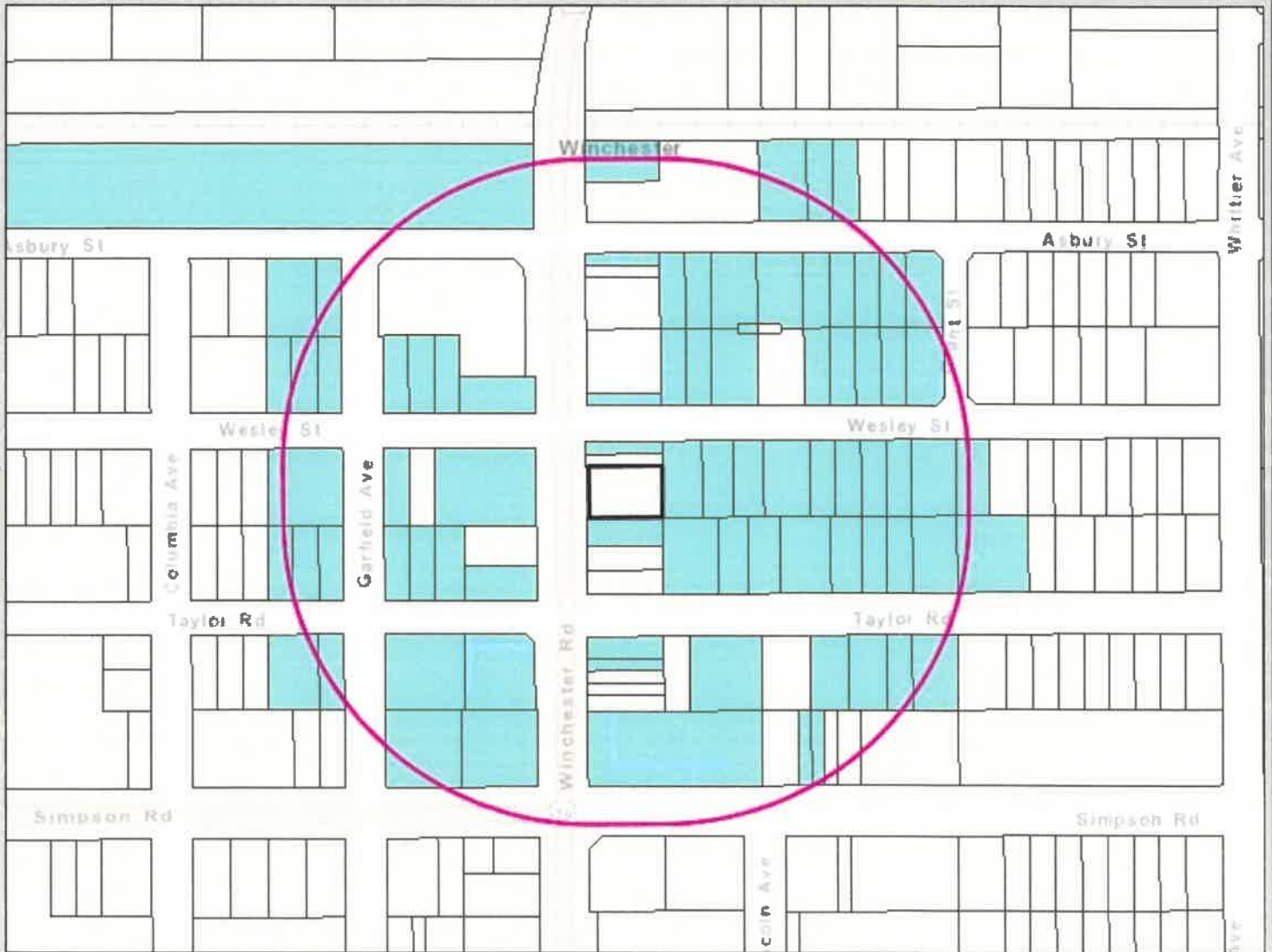
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

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

Riverside County GIS Mailing Labels

CZ1900035 / CUP190032 (600 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 are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 10/8/2020 2:58:55 PM

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462154003
ALICIA RIGAS
26347 MEADOW CREEK LN
WILDOMAR CA 92595

462163029
RONALD HETZNER
20121 AMAPOLA AVE
ORANGE CA 92869

462166007
BELKNAP KATY SEPARATE PROPERTY TRUST
680 MEADOW OAK DR
ARROYO GRANDE CA 93420

463076006
WANDA ORTIZ
P O BOX 463
WINCHESTER CA 92596

463076020
ELADIO SANTILLANES
P O BOX 26
WINCHESTER CA 92598

463117046
RONALD DIPIERRO
33076 TAYLOR ST
WINCHESTER CA 92596

463117057
MIMI KO
38781 VIA LAS FLORES
MURRIETA CA 92563

463118001
WINCHESTER COMM UNITED METHODIST
P O BOX 186
WINCHESTER CA 92586

463118009
CLARA A. REDFIELD
16229 MONTBROOK ST
LA PUENTE CA 91744

463076001
28314 WINCHESTER
4108 THE STRAND
MANHATTAN BCH CA 90266

463076023
HOME EXPO FINANCIAL INC
23580 ALESSANDRO NO 9818
MORENO VALLEY CA 92552

463076025
ELBERT GARCIADALBA
P O BOX 411
WINCHESTER CA 92596

463077001
H O E INV INC
23905 CLINTON KEITH RD
WILDOMAR CA 92595

463117017
WILLIAMSON MARTHA K ESTATE OF
P O BOX 731
WINCHESTER CA 92596

463117018
LAZARO CONDE
33162 TAYLOR ST
WINCHESTER CA 92596

462153004
GREGORIO SANCHEZ
28900 MEMORY LN
WINCHESTER CA 92596

463118002
WINCHESTER COMM UNITED METHODIST
P O BOX 186
WINCHESTER CA 92596

463118008
LITTLE FAMILY LIMITED PARTNERSHIP
PO BOX 181
WINCHESTER CA 92596

462153009
DENNISON DIGGES
32925 ASBURY ST
WINCHESTER CA 92596

462154007
JOSE R. GONZALEZ
P O BOX 900
WINCHESTER CA 92596

462162004
MAXIMILIANO KOSTERLYTZKY
P O BOX 791
WINCHESTER CA 92596

462163006
HOWARD DEE HUNTER
P O BOX 562
WINCHESTER CA 92596

462163020
LITTLE
PO BOX 181
WINCHESTER CA 92596

462165010
LINDA L. LEEPER
P O BOX 35
WINCHESTER CA 92596

462166003
SUH FRANK KOON & CHONG CHA H REV LIV
29237 MORAGA ST
MENIFEE CA 92584

462153008
MARY RUTH WATHERN
82905 ASBURY ST
WINCHESTER CA 92596

462162005
SILVIANO MARTINEZ
P O BOX 601
WINCHESTER CA 92596

462162008
ALEJANDRO GUTIERREZ
P O BOX 911
WINCHESTER CA 92596

462154006
ESTEBAN BUCIO
PO BOX 233
WINCHESTER CA 92596

462166005
ALLEAN C. STEWART
32931 TAYLOR ST
WINCHESTER CA 92596

463076024
JESUS MEMBRENO
31089 WESTERN VIEW DR
HOMELAND CA 92548

463077005
MIGUEL VILLAVICENCIO
33100 ASBURY ST
WINCHESTER CA 92596

463117015
JOSE D. HUERTA
P O BOX 245
WINCHESTER CA 95596

463117016
VELASCO JOSE & SERAFINA 2015 TRUST DTD
3515 GROVE CANYON RD
ESCONDIDO CA 92025

463117052
MICHELLE SWANK
21025 RIO LINDA RD
TEMECULA CA 92590

463118006
GURU ARJAN DEV INC
45029 PROMISE RD
LAKE ELSINORE CA 92532

463118025
AL R. ROMAN
P O BOX 465
WINCHESTER CA 92596

463118026
ROBERT STANLEY JACOBS
16179 FIRESTONE LN
CHINO HILLS CA 91709

462151001
RIVERSIDE COUNTY TRANSPORTATION
PO BOX 12008
RIVERSIDE CA 92502

462153005
MAXIMILIANO RAMIREZ MONJE
32920 WESLEY ST
WINCHESTER CA 92596

463117036
PEDRO GONZALEZ REYES
P O BOX 633
WINCHESTER CA 92596

463117037
HONBERGER JACK A
P O BOX 14
WINCHESTER CA 92596

462163001
SHELBA J. MORGAN
P O BOX 492
WINCHESTER CA 92596

462166004
SUH FRANK KOON & CHONG CHA REV LIV
29237 MORAGA ST
MENIFEE CA 92584

463076007
ACE JOSEPH RHYNES
PO BOX 361
WINCHESTER CA 92596

463076011
LUIS ROBERTO GOMEZ
33041 ASBURY ST
WINCHESTER CA 92596

463076015
ISIDRO REYES ZARZA
33061 ASBURY ST
WINCHESTER CA 92596

463117001
EEL HOLDINGS
1900 MAIN ST # 500
IRVINE CA 92614

463117007
ZHARID GIOVANNI CORNEJO
39741 VIA LAS PALMAS
MURRIETA CA 92563

463117035
CRYSTAL MIRELES
33151 WESLEY ST
WINCHESTER CA 92596

463117047
GUADALUPE RAMOS
P O BOX 869
WINCHESTER CA 92596

463118023
JUAN MARTIN RODRIGUEZ
PO BOX 285
WINCHESTER CA 92596

463076005
HARBANS S. HARI
32674 SPUN COTTON DR
WINCHESTER CA 92596

463076021
SALVADOR ALEGRIA
P O BOX 544
WINCHESTER CA 92596

463076022
IE INV
P O BOX 1422
PERRIS CA 92572

463077003
SABRINA AMATO
P O BOX 998
WINCHESTER CA 92596

462162011
ANGELICA GUTIERREZ
31981 CALLE BALLENTINE
TEMECULA CA 92592

462163028
ROWE STEPHEN D & MEGAN R ROWE
PO BOX 507
WINCHESTER CA 92596

463076014
LESLIE NORMAN MACIVER
33050 WESLEY ST
WINCHESTER CA 92596

463076018
FRANCISCO MIRELES
P O BOX 728
WINCHESTER CA 92596

463117045
TAMMI MARIE BRILES
PO BOX 415
WINCHESTER CA 92596

463117010
CHERIE R. SHADDUCK
PO BOX 476
WINCHESTER CA 92596

463117038
GEORGE E. BARBEE
P O BOX 422
WINCHESTER CA 92596

463117039
JOHN R. QUINTANAR
P O BOX 332
WINCHESTER CA 92596

463117044
SERGIO MARTINEZ GARCIA
33128 TAYLOR ST
WINCHESTER CA 92596

463117054
ASHLEY HALLWORTH
33067 WESLEY ST
WINCHESTER CA 92596

463117055
KATE DAVID
33055 WESLEY ST
WINCHESTER CA 92596

463118028
WINCHESTER COMMUNITY CHURCH
P O BOX 186
WINCHESTER CA 92596

462165011
RICARDO ALMEJO
37760 BOREL RD
MURRIETA CA 92563

463076010
LEROY F. LANGFITT
P O BOX 906
WINCHESTER CA 92596

463076016
COUNTY OF RIVERSIDE
P O BOX 1180
RIVERSIDE CA 92502

463076028
MARIA ELVA CORNEJO-SAGRERO
33075 ASBURY ST
WINCHESTER CA 92596

463076031
VINCENTE RAMIREZ
P O BOX 236
WINCHESTER CA 92596

463077004
STEVEN BURTNES
P O BOX 142
WINCHESTER CA 92596

463076019
MIRELES JUAN JOSE
P O BOX 573
WINCHESTER CA 92596

463076032
PACO MIRELES
33136 WESLEY ST
WINCHESTER CA 92596

463117034
PACO MIRELES
P O BOX 672
WINCHESTER CA 92596

463118024
ROSA BERNAL
P O BOX 851
HEMET CA 92596

462153003
RAMIRO MADRIGAL SEGUNDO
32900 WESLEY ST
WINCHESTER CA 92596

462154005
MARCELA RODRIGUEZ DEMADRIGAL
24861 LEICESTER ST
MENIFEE CA 92584

462163007
JUAN AVILA
32930 TAYLOR ST
WINCHESTER CA 92596

Applicant:

Elliot Lewis
1900 Main Street #500
Irvine CA, 92614

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

Engineer:

Graphia Architecture & Engineering
100 Gateway Drive #120
Lincoln CA, 92614
Attn: Sean Freitas

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

Owner:

CPR – Winchester, LLC
1368 ½ Yosemite Drive
Los Angeles CA, 90041
Attn: Elliot Lewis

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

Richard Drury
Theresa Rettinghouse
Lozeau Drury, LLC.
410 12th Street Suite 250
Oakland, CA 94607



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

NOTICE OF EXEMPTION

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

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

38686 El Cerrito Road
Palm Desert, CA 92201

Project Title/Case No.: Cannabis Retailer / Development Agreement No. 1900020, Change of Zone No. 1900035, Change of Zone No. 2100007 and Conditional Use Permit No. 190032

Project Location: 28384 Winchester Road, Winchester CA

Project Description: Development Agreement No 1900020 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 Winchester Area. Conditional Use Permit No. 190032 is a proposal to utilize an existing building to establish and operate a 900 square foot cannabis retail facility with delivery on a 0.31 acre lot with parking and landscaping. Change of Zone No. 1900035 proposes a change of zone from Manufacturing – Service Commercial (M-SC) to Scenic Highway Commercial (C-P-S). Change of Zone No. 2100007 is a text amendment to Ordinance No. 348 to clarify the distance measurement in Section 19.519.A.3 for the distance from Cannabis Retailers to smoke shops or similar facilities. The text of Section 19.519.A.3 is proposed to be "Cannabis Retailers shall not be located within 500 feet of a smoke shop or similar facility. This distance shall be measured from the nearest point of entry for consumers of the commercial cannabis dispensary to the nearest point of entry for consumers of a smoke shop or similar facility as measured along the shortest pedestrian or vehicular path of travel, whichever is shorter." – APN: 463-117-049.

Name of Public Agency Approving Project: Riverside County Planning Department

Project Applicant & Address: Elliot Lewis - 1900 Main Street #500 Irvine CA, 92614

Exempt Status: (Check one)

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

Reasons why project is exempt: The proposed Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption). Additionally, this project is also exempt from CEQA review pursuant to State CEQA Guidelines Section 15301 (Class 1, Existing Facilities Exemption). Furthermore, this project is also exempt from CEQA review pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures).

Mina Morgan
County Contact Person

(951) 955-6035
Phone Number

Signature

Project Planner
Title

March 17, 2021
Date

Date Received for Filing and Posting at OPR: _____

NOTICE OF EXEMPTION
Page 2

Revised: 3/17/21: Y:\Planning Case Files-Riverside office\CUP190032\DH-PC-BOS Hearings\PC

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

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