PLANNING COMMISSION - PC - SPECIAL MEETING

WEDNESDAY, OCTOBER 23, 2024

COUNCIL CHAMBERS 23873 CLINTON KEITH ROAD SUITE 106 WILDOMAR, CA 92595
REGULAR MEETING 6:00 P.M.

Eric Filar - Chair
Brianna Bernard - Vice Chair
Arrin Banks - Commissioner
George Cambero - Commissioner
Kim Strong - Commissioner

Matthew Bassi - Community Development Director
Stephanie Gutierrez - Assistant City Attorney

The City of Wildomar will be a Safe and Active Community with Responsible Growth and Quality Infrastructure while keeping a Hometown Feel

NOTICE:
Planning Commission meetings may be live-streamed, photographed, and/or videotaped. Participation at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

CALL TO ORDER – SPECIAL SESSION - 6:00 P.M.

ROLL CALL

FLAG SALUTE

APPROVAL OF THE AGENDA AS PRESENTED
The Planning Commission to approve the agenda as it is herein presented, or, if it is the desire of the Planning Commission, the agenda can be reordered, added to, or have items tabled at this time.

1. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Commission, the Public, or Staff request to have specific items removed from the Consent Calendar for separate discussion and/or action.

1.1 Planning Commission Meeting Minutes - October 2, 2024 Regular Planning Commission Meeting

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
Staff Recommends the Planning Commission approve the October 2, 2024 regular meeting minutes as submitted.

2. PUBLIC HEARINGS

2.1 **Conditional Use Permit / Development Agreement No. 24-0035 "The Cake House Eastâ€ (Continued from October 2, 2024) A proposal to establish a store-front retail cannabis business in an approved (not yet built) 3,936 square-foot commercial retail lease space.**
Presented By: Abdu Lachgar , Planning Department

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following actions:

1. Find and determine that approval of Conditional Use Permit/Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA; and

2. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-13
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

3. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-14
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936 SQUARE-FOOT RETAIL BUILDING LEASE SPACE LOCATED AT 23825 CATT ROAD (CATT CROSSINGS RETAIL CENTER)

Note: The Planning Commission, at the request of the Planning Department, continued this agenda item from the October 2, 2024 meeting. There were no public speakers on this items, so a motion was made by Commissioner Strong and seconded by Commissioner Banks, to continue the agenda item to the October 23, 2024 special Planning Commission meeting.

3. GENERAL BUSINESS

3.1 **Village @ Monte Vista Business Park Plot Plan No. 18-0034 â€“ EOT#2: Planning Commission review of a 2-year extension of time to February 13, 2027 for the approved â€œVillage @ Monte Vistaâ€ business park plot plan.**
Presented By: Abdu Lachgar , Planning Department

RECOMMENDATION:

The Planning Department recommends the Planning Commission take the following actions:

1. Find and determine that the Extension of Time #2 for Plot Plan No. 18-0034 does not require additional environmental review in accordance with Section 15162 of the California Environmental Quality Act (CEQA) guidelines; and

2. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-17
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A 2-YEAR EXTENSION OF TIME TO FEBRUARY 13, 2027 FOR THE APPROVED “VILLAGE @ MONTE VISTA” BUSINESS PARK PROJECT (PLOT PLAN NO. 18-0034) LOCATED ON THE SOUTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES CHAPTER 15162

FUTURE AGENDA ITEMS

ADJOURN THE MEETING

PARTICIPATION

MEETINGS

Regular Planning Commission Meetings are held on the 1st Wednesday of every month at 6:00 P.M. in the City Council Chambers, 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595.

VIEW THE MEETING

1. In Person | City Council Chambers 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595

2. Cable TV | Frontier Channel 36 or AT&T Channel 99

3. Watch Live | https://www.cityofwildomar.org/129/Agendas-Videos-Watch-Live | Click on the "Live Video Link"

PARTICIPATE IN THE MEETING

1. Fill out the speaker card located on the table near the entrance of the chambers.
2. Submit the speaker card to the Deputy Clerk in the basket located at the front of the chambers.
3. When the Deputy Clerk calls your name, please come up to the front podium.

During Public Comment not on the agenda (for Regular Meetings) and after each Agenda Item, the Chair will announce Public Comment. Public Comments are limited to (3) minutes or such other time as the Planning Commission may provide. Per the Brown Act, Commissioners are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

REPORTS

All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: http://www.cityofwildomar.org.

AFFIDAVIT OF POSTING

I, Heidi Jemane, Deputy City Clerk, do certify that at least 24 hours prior to the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; Wildomar Library, 34303 Mission Trail Blvd; and on the City's website at www.cityofwildomar.org.

Heidi Jemane
Deputy City Clerk
Dated:

CITY OF WILDOMAR
PC - SPECIAL MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: October 23, 2024

SUBJECT: Planning Commission Meeting Minutes - October 2, 2024 Regular Planning Commission Meeting

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Staff Recommends the Planning Commission approve the October 2, 2024 regular meeting minutes as submitted.

ATTACHMENTS:
10-02-2024pcm.pdf

MINUTES
CITY OF WILDOMAR
PLANNING COMMISSION
WEDNESDAY, OCTOBER 2, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

REGULAR MEETING: 6:00 P.M.

CALL TO ORDER - REGULAR SESSION - 6:00 P.M.

Chair Filar called the meeting to order at 6:02pm.

ROLL CALL

Members in attendance: Arrin Banks, Kim Strong, Brianna Bernard, and Eric Filar

Members absent: George Cambero

Staff in attendance: Deputy City Clerk Jemane, IT Specialist Sung, Senior Planner Lachgar, Public Works Director Farag, City Attorney Gutierrez

FLAG SALUTE

Commissioner Banks led the flag salute.

PUBLIC COMMENTS

There were no public comments.

APPROVAL OF THE AGENDA AS PRESENTED

Item 2.1 will be tabled to the Special Meeting on October 23, 2024.

1) CONSENT CALENDAR

1.1) Planning Commission Meeting Minutes - September 4, 2024 Regular Meeting

Moved by Kim Strong; seconded by Arrin Banks to approve the September 4, 2024 meeting minutes as submitted.

Motion Approved: 4 - 0

Voting For: Eric Filar, Arrin Banks, Kim Strong, Brianna Bernard
Voting Against: None
Abstain: None
Absent: George Cambero

2) PUBLIC HEARINGS

2.1) Conditional Use Permit / Development Agreement No. 24-0035 ("The Cake House East") - A proposal to establish a store-front retail cannabis business in an approved (not yet built) 3,936 square-foot commercial retail lease space.

There were no public comments.

Moved by Kim Strong; seconded by Arrin Banks to continue Item 2.1 to October 23 Special Planning meeting.

Motion Approved: 4 - 0

Voting For: Eric Filar, Arrin Banks, Kim Strong, Brianna Bernard
Voting Against: None
Abstain: None
Absent: George Cambero

3) GENERAL BUSINESS

3.1) Tentative Parcel Map 36612, Tentative Tract Map 36781/36782, and Plot Plan No. 13-0082 (Westpark Promenade) - Planning Commission review of a final, 1-year extension of time (#3 of 3) to December 14, 2025.

Senior Planner Lachgar presented the staff report.

The applicant, Carlos Bonilla from Cal West Homes was available for questions from the Commission, Staff and Public.

There were no public comments.

Moved by Kim Strong; seconded by Arrin Banks to adopt a resolution entitled:

PC RESOLUTION NO. 2024-15
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF

WILDOMAR, CALIFORNIA, APPROVING A FINAL, 1-YEAR EXTENSION OF TIME (EOT #3 OF 3) TO DECEMBER 14, 2025 FOR TPM 36612, TTM 36781, TTM 36782 AND PLOT PLAN 13-0082 TO DEVELOP THE WESTPARK PROMENADE MIXED USE PROJECT LOCATED AT THE NORTHEAST CORNER OF THE I-15 FREEWAY AND CLINTON KEITH ROAD, AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162

Motion Approved: 4 - 0

Voting For: Eric Filar, Arrin Banks, Kim Strong, Brianna Bernard
Voting Against: None
Abstain: None
Absent: George Cambero

3.2) Tentative Tract Map No. 38155 / Plot Plan No. 21-0045 (Monte Vista II Townhome Project) - Planning Commission review of a proposed 3-year extension of time (#1 of 3) to December 15, 2027.

Senior Planner Lachgar presented the staff report.

The Applicant, Erik Lunde, from Monte Vista Ranch II, LLC was available for questions from the Commission, Staff and Public.

The following speakers provided public comments:

Kyle Bronson
Chanda Picott

Moved by Arrin Banks; seconded by Brianna Bernard to adopt a Resolution entitled:

PC RESOLUTION NO. 2024-16
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A 3-YEAR EXTENSION OF TIME TO DECEMBER 15, 2027 FOR TENTATIVE TRACT MAP NO. 38155 TO SUBDIVIDE A 7.93-ACRE SITE INTO SIX (6) LOTS FOR CONDOMINIUM PURPOSES AND PLOT PLAN NO. 21-0145 TO DEVELOP A 62-UNIT TOWNHOME COMMUNITY WITH RELATED ON-SITE/OFF-SITE IMPROVEMENTS LOCATED AT NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY, AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162

Motion Approved: 4 - 0

Voting For: Eric Filar, Arrin Banks, Kim Strong, Brianna Bernard
Voting Against: None
Abstain: None
Absent: George Cambero

PLANNING COMMISSION COMMUNICATIONS

There were no Planning Commission Communications.

COMMUNITY DEVELOPMENT DIRECTOR REPORT

There will be a special meeting on October 23 to discuss the Cake House and additional EOT's.
There will be a General Plan on November 6, the packet will be uploaded on October 10.
The last meeting of the year will be on December 4.
January 1, 2025 meeting will be canceled.

CITY ATTORNEY REPORT

There were no City Attorney reports.

FUTURE AGENDA ITEMS

There were no future agenda items.

ADJOURN THE MEETING

Chair Filar adjourned the meeting at 6: 32pm.

Submitted by:



_____
Heidi Jemane
Deputy City Clerk

CITY OF WILDOMAR
PC - SPECIAL MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: October 23, 2024

SUBJECT: Conditional Use Permit / Development Agreement No. 24-0035 "The Cake House East" (Continued from October 2, 2024)
A proposal to establish a store-front retail cannabis business in an approved (not yet built) 3,936 square-foot commercial retail lease space.

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:

The Planning Department recommends the Planning Commission take the following actions:

1. Find and determine that approval of Conditional Use Permit/Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA; and

2. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-13
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

3. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-14
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936 SQUARE-FOOT RETAIL BUILDING LEASE SPACE LOCATED AT 23825 CATT ROAD (CATT CROSSINGS RETAIL CENTER)

Note: The Planning Commission, at the request of the Planning Department, continued this agenda item from the October 2, 2024 meeting. There were no public speakers on this items, so a motion was made by Commissioner Strong and seconded by Commissioner Banks, to continue the agenda item to the October 23, 2024 special Planning Commission meeting.

PROJECT DESCRIPTION:

The Applicant (Catt Road, LLC; dba The Cake House East) is proposing to establish a retail cannabis business within an approved 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road. The proposed Cannabis project requires the following applications for review by the Planning Commission with a recommendation to the City Council:

1) Adoption of a Categorical Exemption - The proposed project meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space.

2) Conditional Use Permit No. 24-0035 - In accordance with Section 17.315.040 of the Wildomar Municipal Code (WMC), the proposal to establish a retail cannabis business within an approved 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road requires approval of a Conditional Use Permit.

3) Development Agreement No. 24-0035 - In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an approved 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road requires approval of a Development Agreement.

Project Location/Vicinity:
The proposed cannabis use will be located in an approved multi-tenant commercial/retail building known as Catt Crossings located in the C-P-S zone at 23825 Catt Road. The subject property is about 0.66 acres +/- in size and the lease space is 3,936 square feet in size and located immediately west of the Chevron gas station at the NEC of I-15 freeway and Clinton Keith Road. Refer to Attachment E for vicinity/location map and land use table.

Local Cannabis License No. 24-0035:
In accordance with Chapter 5.76 (Commercial Cannabis Licensing / Ordinance No. 188) of the WMC, the proposal to establish a retail cannabis business first requires the review and approval of a Local Cannabis License. Review of the local license is an administrative review procedure not subject to the Planning Commission or City Council approval, and does not require a public hearing. The Applicant submitted their local license application on April 23, 2024. The local license cannabis package was distributed to city staff, including the Riverside County Fire department and Riverside County Sherriff's Office. A local license cannabis package requires elements of the proposal, including but not limited to, a detailed statement of qualifications, business/operations plan, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan and visitor requirement plan. In addition the Applicant is required to submit the following (which they did in compliance):

- The Applicant shall submit proof that the he/she is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of

properly executed deeds of trust, leases, evidence of ownership of the licensed premises, or other written documents acceptable to the City. This information must be submitted concurrently with the Local License application or the application will not be processed.

- An Authorization Letter from the Applicant and Property Owner (separate letter attachment) for the City to seek verification of the information contained within this application.
- Proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, organizational minutes, partnership agreements, or such other documentation acceptable to the city.
- An authorization letter (signed) from the property owner and/or property management company (if proposed in a multi-tenant retail center) acknowledging submittal of the Local License Application.

Based on Staff's review of the Local License cannabis package, the City approved Local License No. 24-0035, subject to conditions on June 24, 2024. While the local license cannabis package does not require Commission or Council approval, the information within it is very informative for the Commission and Council's understanding of how this cannabis business will operate. The Local License is good for two (2) years and must be renewed prior to the expiration date of June 24, 2026. A copy of the approved Local License cannabis package is provided in Attachment E.

Conditional Use Permit No. 24-0035:

In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone requires approval of a Conditional Use Permit (CUP). The Applicant submitted their application for a CUP on April 23, 2024. The proposed cannabis use and CUP were evaluated by Staff and Riverside County Fire Department. Review of the proposed cannabis use was conducted in accordance with Chapter 17.315 (Ordinance No. 187) of the Wildomar Municipal Code.

The CUP cannabis package requires elements of the proposal, including but not limited to, a statement of qualifications, project description, neighborhood compatibility plan, security plan, and parking analysis. Each of these elements are addressed in the Analysis section of this staff report. In addition, the CUP Cannabis package includes interior floor plans, and detailed information about the Catt Road, LLC business model. A copy of the proposed CUP cannabis package is provided in Attachment A-Exhibit 2.

Cannabis Use Exhibits:

The exhibits reflected in Attachment C and D illustrate the interior and exterior "elevations" exhibits as well as the 100' and 600' buffer area maps exhibits.

Public Email Comment Email Letter (Ms. Veronica Langworthy):

Prior to the October 2, 2024 Commission meeting, staff received an email from Ms. Veronica Langworthy that was forwarded to the Commission (refer to Attachment H). The letter outlines several concerns itemized below. Staff has provided responses to each.

1) City staff and fire dept weighed in on the business but there does not appear to be law enforcement/sheriff dept report.

Response: This was an oversight on Staff's part which lead to the request for a continuance. The Riverside Sheriff's Office (RSO) has since reviewed the proposed cannabis package focusing on Chapters 5, 6, & 8 of the Local License cannabis package and Chapter 7 of the CUP cannabis package. These chapters describe the safety and security measures being proposed by the Applicant. The RSO (Captain Rayls) completed their review of these items and notified the planning department that the proposed safety and security are consistent with their policies and they have "cleared" this cannabis proposal.

2) Ms. Langworthy is requesting a formal report from sheriff's dept. from May 2020 to present about public safety issues — increases in DUI, illegal grow, theft, battery, assault, etc. drug-related crimes.
Response: It is Staff's opinion that this information is unrelated to the specific retail cannabis CUP/DA being proposed as it's a more of a "global/general" issue to be coordinated with the RSO. Staff does not recommend holding up the CUP/DA but will help coordinate this report with RSO and Ms. Langworthy.

3) Neighbors/commuters in proximity to Cake House West mention traffic incidents — the proposed location for Cake House East is at the I-15 / Clinton-Keith gateway to our city — an important corridor for emergency vehicles and commuters and shoppers.
Response: Staff is not in receipt of any complaints or incident reports about the Applicant's current operations at the Cake House on CKR/Palomar. The proposed cannabis use will be part of a Planning Commission approved retail center (Catt Crossings) which is conditioned to provide full on-site and off-site public street improvements. The Riverside County Fire Department reviewed the Catt Crossings retail center and found it in compliance with all fire standards and requirements. In addition, they have reviewed the proposed retail cannabis use and determined it to be in compliance.

4) Although not a park, there is a sensitive environmental mitigation area within 600 feet of the site.
Response: Comment noted but not applicable to the proposed CUP/DA.

5) How many cannabis businesses already are established in the city?
Response: The City Council has approved four (4) retail cannabis businesses (Culture Club, Stiizzy, Cake House and Element 7 (now Buzz Cannabis). Culture Club has recently ceased their operations so the city has not renewed their local license. Buzz Cannabis is going through the Tenant Improvement (TI) process and may open their business shortly after the new year.

6) how many properties have been inquired about?
Response: Staff has received numerous calls regarding retail cannabis proposals since 2020 when Ordinance No. 187 & 188 were adopted. We do not keep accounting of how many calls we receive.

7) city said that to fund the District Attorney's Task Force, the city projected 10 businesses would be needed for that purpose? How is over taxation of Schedule I substance meeting the expenses to city for public safety and other costs?
Response: The operation and funding of the annual regulatory license fee is in the purview of the City Council and not the Planning Commission. Staff will provide updated detail for the City Council meeting scheduled for November 13, 2024 provided the Commission recommends approval to the City Council of CUP/DA 24-0035 at tonight's meeting.

Development Agreement No. 24-0035:

In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road requires approval of a Development Agreement (DA). The DA establishes the requirements and procedures that provide certainty, definition and commitment to developers as well as to necessary public improvements required by development. The DA also establishes a Development Agreement Fee (to be paid by the Applicant annually) to operate a cannabis business in Wildomar and other legal requirements. Each of these elements are addressed in detail in the Analysis section of this staff report. A copy of the agreement and provisions therein is provided in Attachment B, Exhibit 1).

PROJECT ANALYSIS:

Conditional Use Permit No. 24-0035:

The CUP cannabis package was evaluated by City Staff, including the Riverside County Fire department and Riverside County Sherriff's Office in accordance with Section 17.315.050 of the WMC. The CUP cannabis package requires the Applicant to provide information on specific elements of the cannabis business and how they will operate, including but not limited to, a detailed statement of qualifications, project description, floor plans/interior elevation details, neighborhood compatibility plan, security plan and parking analysis, etc. Staff also reviews the location of the cannabis business to ensure that the 100' distance requirement from a residential use is achieved and the 600' distance requirement from public/private schools providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), parks and/or youth centers. In addition, the Applicant shall submit proof that the he/she is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of properly executed deeds of trust, leases, evidence of ownership of the licensed premises, or other written documents acceptable to the City. This information was submitted concurrently with the Local License application.

Based on staff's review, it has been determined that the proposal by the Applicant to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road has met and/or exceeded the standards outlined in this code section. Attachments C and D illustrate the interior and exterior "elevations" exhibits as well as the 100' and 600' buffer area maps exhibits. This includes a finding that the cannabis use at this location does meet the 100' distance requirement from a residential use and meets the 600' distance requirement from public/private schools, commercial day care centers, parks and/or youth centers. (refer to Attachment G). In addition to special operational and use conditions of approval applied to the Local License cannabis package (Attachment E), staff has proposed special operational and use conditions of approval for the CUP (Attachment A, Exhibit 1). The proposed cannabis proposal package is provided for Commission consideration in Attachment A-Exhibit 2. Findings to support approval of CUP No. 24-0035 are provided below.

Conditional Use Permit No. 24-0035 Findings:

In accordance with Section 17.200.050 of the Wildomar Municipal Code, the Planning Commission, in light of the whole record before it, including but not limited to the Planning

Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. That the proposed location, use and operation of the conditional use is in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

Evidence: Conditional Use Permit (CUP) No. 24-0035 t to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road in the City of Wildomar is consistent with the existing general plan land use designation of Commercial Retail (CR) and zoning designation of C-P-S (Scenic Highway Commercial) zone. The existing zoning of C-P-S which conditionally permits retail cannabis sales is highly consistent with the CR land use designation. The proposed cannabis use is a conditionally permitted use subject to approval of a CUP as outlined in Section 17.315.040 of the WMC. In review of the proposed cannabis package including all required elements outlined in Ordinance No. 187, the cannabis use proposed meets and exceeds all the development standards of Section 17.315 of the WMC, including the 600' distance standard from a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park and a youth center, and the 100' distance standard from a residential use. In addition, the Applicant has submitted and received approval for a Local License for retail cannabis sales at this location in accordance with Chapter 5.76 of the WMC, and has meet and exceeded all those requirements. Given these facts, the proposed cannabis project s in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

B. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

Evidence: Conditional Use Permit (CUP) No. 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space in the C-P-S zone located at 23825 Catt Road will not be detrimental to the health, safety or welfare of the community in that the cannabis use is a conditionally permitted use in the C-1/C-P zone subject to specific use and operational standards. As part of the CUP and Local License application process, the applicant has submitted the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan which was reviewed by the city and found to be in compliance with Chapters 5.76 and 17.315 of the WMC.

Each of these plans has been reviewed in detail by each City department, including the Riverside County Fire Department and it was determined that the cannabis proposal is in compliance with city/county standards as required in Ordinance No. 187 and 188 of the WMC. In addition, the cannabis use is subject to special conditions of approval which are designed to protect the health, safety, or general welfare of the community (Attachment A-Ex. 1). Given these facts, the proposed cannabis project will not be detrimental to the health, safety, or general welfare of the community.

Conditional Use Permit No. 24-0035 – Supplemental Findings:

In accordance with Section 17.315.060.B of the Wildomar Municipal Code, the Planning

Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The planning commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis business unless the applicant holds a local license in good standing in accordance with Chapter 5.76 of this Code.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted a Cannabis Local License application in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the WMC on April 23, 2024 to establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road. Upon meeting the requirements outlined in Chapter 5.76 of the WMC, the Planning Department approved and issued the Local License on June 24, 2024 and is in good standing. Based on these facts, the proposed cannabis project meets this finding.

B. The cannabis business as well as all operations as conducted therein, fully comply with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP/DA and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special required technical elements of the proposed cannabis business were reviewed by the City departments, Riverside County Fire Department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

C. The cannabis business fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special technical elements of the proposed cannabis business were reviewed by the City, Riverside County Fire department and Riverside County Sheriff's department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in

compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

D. The cannabis business will be located in a zoning district where cannabis businesses of the type proposed are conditionally permitted, and all of the applicable locational restrictions in Section 17.315.070 are satisfied.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) is requesting approval to establish a retail cannabis business within an existing 3,936 square-foot retail lease space located at 23825 Catt Road. This site is located within the C-P-S zone which conditionally permits retail cannabis sales. Further, as evidenced by the radius maps prepared by the planning department (refer to staff report), the site is located outside the 100' distance requirement from a residential zone and is located outside of the 600' distance requirement from a public or private school providing instruction in kindergarten or grades 1 through 12, a commercial day care center (excluding small and large family day cares), a park and a youth center. Based on these facts, the proposed cannabis project meets this finding.

Development Agreement (DA) Analysis:

Government Code Sections 65864 through 65869.5 authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property including economic benefits to the City. In accordance with Chapter 17.315 of the WMC, the Applicant has entered into such agreement with the City. The development agreement is between the City and CCG Catt, LLC (Saad Pattah) who is the operator and property owner. The proposed development agreement, which is for a 20-year period, will establish an annual fee (separate from the sales tax revenue) to be paid to the City by the Applicant for operating a cannabis business. The structure of the Development Agreement is consistent with the four (4) previous agreements approved with our other cannabis retailers.

The fees that the City and applicant have agreed to comprise basically three (3) "deal points" as follows (refer to Section 3.2 of the DA):

- Twenty dollars ($20.00) per gross square foot of floor area within any building, facility or structure utilized for the proposed Cannabis Business. Beginning on the first anniversary of the Effective Date, and annually thereafter, the portion of this Development Agreement Fee shall be automatically adjusted based on the average percentage change in the Consumer Price Index (CPI) for "all urban consumers" in the Riverside-San Bernardino-Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period. This fee based on the gross lease space of 3,963 square feet will generate approximately $79,260 annually and $1,585,200 over the life of the agreement.
- 3% of gross receipts will be paid to the City between the 1st anniversary and 5th anniversary. This revenue fee would generate approximately $72,900 annually based on the applicant's estimated annual sales revenue for the first 5 years of about $2.43

million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately. This amount is separate from the typical sales tax revenue.

- 5% of gross receipts, will be paid to the City between the 6th anniversary through 20th anniversary unless the City and Developer agree to a different amount (to be approved by the City Council) prior to the 6th anniversary. If this DA fee remains at 5%, the revenue fee would generate approximately $278,500 annually (years 6 - 20) based on the applicant's estimated annual revenue of about $5.57 million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately. This amount is separate from the typical sales tax revenue.
- The City and Developer will agree to engage in good faith negotiations during the 5th year of the Development Agreement regarding the DA percentage fee noted above.

While not part of the Development Agreement, annual sales tax revenues (2%) to the City (based on applicant revenue projections) would equal approximately $48,600. One percent (1%) would be allocated to the general fund and 1% to the Measure AA fund. The City Council will have the final authority to approve the Development Agreement. Total revenue for the first five (5) years would be about $1,003,800 ($200,760 annually) to the city's general fund. A copy of the agreement is provided in Attachment B, Exhibit 1. The findings for support of the Development Agreement are provided below.

Development Agreement Findings:

In accordance with Chapter 17.315 of the Wildomar Municipal Code, and the California Government Code Title 7, Chapter 4, Article 2.5, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The development agreement is consistent with the City of Wildomar General Plan.

Evidence: The proposed Development Agreement No. 24-0035 to establish a retail cannabis business within an existing 3,963 square-foot retail lease space located at 23825 Catt Road is consistent with the General Plan of the City of Wildomar. General Plan policies LU 7.1, 7.2 and 7.12 aim to promote economic development in the City by accommodating development of balanced land uses, promoting a variety of stable employment and business uses, and improving the jobs-housing ratio. Allowing the Project to operate in the City furthers each of these policies.

ENVIRONMENTAL ANALYSIS:

CEQA Analysis and Findings:

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit and Development Agreement No. 24-0035 in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Conditional Use Permit and Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. Class 1 consists of the

operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space located at 23825 Catt Road as part of the cannabis business operations for which building permits will be required. Therefore, based on this, staff is recommending the Planning Commission recommend the City Council, in light of the whole record before it, including but not limited to, the CUP/DA cannabis proposal packages, and all documents incorporated by reference, adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. A Notice of Exemption (NOE) will be filed within five (5) working days of City Council approval in accordance with CEQA guidelines.

PUBLIC NOTICE:

In accordance with Chapter 17.192 of the Wildomar Municipal Code, the Planning Department originally on September 18, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Conditional Use Permit/Development Agreement No. 24-0035. Also, in accordance with Ordinance No. 135, the Planning Department originally on September 20, 2024 2020 posted a public hearing notice “sign board” along Clinton Keith Road and Catt Road street frontages notifying the neighborhood residents of the October 2, 2024 Planning Commission meeting. Lastly, in accordance with Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, originally on September 20, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2024 Planning Commission meeting.

Since this agenda item was continued to a date and time specific, no additional noticing was required for this hearing.

ATTACHMENTS:

Attach A - PC Reso 2024-13-CUP-final.pdf
Attach A-Ex2 - CUP Cannnabis Package.pdf
Attach B - PC Reso 2024-14-DA-final.pdf
Attach C - Plot Plan-Floor Plan Exhibits.pdf
Attach D - 100â€™ â€“ 600â€™ Sensitive Land Uses Radius Maps.pdf
Attach E - Local License Cannabis Approval Package [6-24-24].pdf
Attach F - Vicinity Map-Adjacent Land Use Exhibits.pdf
Attach G - Staff power point [10-23-24].pdf
Attach H - Veronica Langworthy Email [10-2-24].pdf

ATTACHMENT A

PC RESOLUTION NO. 2024-13

CUP No. 24-0035

PC RESOLUTION NO. 2024-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

WHEREAS, the Planning Department on June 24, 2024 received an application for a Conditional Use Permit No. 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road from:

Applicant/Owner:	CCG Catt, LLC (Saad Pattah)
Project Location:	23825 Catt Road
APN:	380-240-001
Project Area:	0.66 acres +/-

WHEREAS, on April 23, 2024, the City received an application from CCG Catt, LLC (Saad Pattah) requesting a Cannabis Local License (PLN 24-0035) in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the Wildomar Municipal Code (WMC) to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road; and

WHEREAS, on June 24, 2024, the Planning Department approved and issued said Cannabis Local License (PLN 24-0035) in accordance with Chapter 5.76 (Commercial Cannabis Licensing) for CUP No. 24-0035; and

WHEREAS, in accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road requires review and approval of a Conditional Use Permit by the Planning Commission with a recommendation to the City Council; and

WHEREAS, in accordance with Chapter 17.200 of the Wildomar Municipal Code (WMC), the Planning Commission has the authority to review the proposed Conditional Use Permit No. 24-0035 establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road and make a recommendation to the City Council; and

WHEREAS, in accordance with Chapter 17.192 of the Wildomar Municipal Code, the Planning Department on September 17, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of

the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on September 20, 2024 posted a public hearing notice "sign board" along Catt Road and Clinton Keith Road street frontages notifying the neighborhood residents of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Section 17.04.050 of the Wildomar Municipal Code, the Planning Department, on September 20, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission conducted a duly noticed public hearing to discuss the proposed Conditional Use Permit No. 24-0035 on October 2, 2024, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the Planning Commission voted to continue the public hearing for Development Agreement No. 24-0035 to the October 23, 2024 special Planning Commission meeting; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission conducted the continued public hearing on Development Agreement No. 24-0035 at its October 23, 2024 special meeting, at which time interested persons had a second opportunity to testify in support of, or opposition to the proposed development agreement.

NOW, THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. CEQA DETERMINATION

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit No. 24-0035 establishing a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Conditional Use Permit No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space once the building is constructed as part of the cannabis business operations for which building permits will be required. Therefore, based on this, the Planning Commission hereby recommends the City Council adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Conditional Use Permit No. 24-0035.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The Planning Commission hereby finds Conditional Use Permit No. 24-0035 to establish a retail cannabis business located at 23825 Catt Road is consistent with the MSHCP, as the project is located outside of any MSHCP criteria area cell, and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. CONDITIONAL USE PERMIT FINDINGS

In accordance with Section 17.200.050 of the Wildomar Municipal Code, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. That the proposed location, use and operation of the conditional use is in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

Evidence: Conditional Use Permit (CUP) No. 24-0035 t to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road in the City of Wildomar is consistent with the existing general plan land use designation of Commercial Retail (CR) and zoning designation of C-P-S (Scenic Highway Commercial) zone. The existing zoning of C-P-S which conditionally permits retail cannabis sales is highly consistent with the CR land use designation. The proposed cannabis use is a conditionally permitted use subject to approval of a CUP as outlined in Section 17.315.040 of the WMC. In review of the proposed cannabis package including all required elements outlined in Ordinance No. 187, the cannabis use proposed meets and exceeds all the development standards of Chapter 17.315 of the WMC, including the 600' distance standard from a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park and a youth center, and the 100' distance standard from a residential use. In addition, the Applicant has submitted and received approval for a Local License for retail cannabis sales at this location in accordance with Chapter 5.76 of the WMC, and has meet and exceeded all those requirements. Given these facts, the proposed cannabis project s in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

B. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

Evidence: Conditional Use Permit (CUP) No. 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space in the C-P-S zone located at 23825 Catt Road will not be detrimental to the health, safety or welfare of the community in that the cannabis use is a conditionally permitted use in the C-1/C-

P zone subject to specific use and operational standards. As part of the CUP and Local License application process, the applicant has submitted the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan which was reviewed by the city and found to be in compliance with Chapters 5.76 and 17.315 of the WMC. Each of these plans has been reviewed in detail by each City department, including the Riverside County Fire Department and it was determined that the cannabis proposal is in compliance with city/county standards as required in Ordinance No. 187 and 188 of the WMC. In addition, the cannabis use is subject to special conditions of approval which are designed to protect the health, safety, or general welfare of the community (Attachment A-Ex. 1). Given these facts, the proposed cannabis project will not be detrimental to the health, safety, or general welfare of the community.

SECTION 4. CANNABIS ORDINANCE CUP SUPPLEMENTAL FINDINGS

In accordance with Section 17.315.060.B of the Wildomar Municipal Code, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The planning commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis business unless the applicant holds a local license in good standing in accordance with Chapter 5.76 of this Code.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted a Cannabis Local License application in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the WMC on April 23, 2024 to establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road. Upon meeting the requirements outlined in Chapter 5.76 of the WMC, the Planning Department approved and issued the Local License on June 24, 2024 and is in good standing. Based on these facts, the proposed cannabis project meets this finding.

B. The cannabis business as well as all operations as conducted therein, fully comply with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP/DA and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special required technical elements of the proposed cannabis business were reviewed by the City departments, Riverside County Fire Department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of

the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

C. The cannabis business fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special technical elements of the proposed cannabis business were reviewed by the City, Riverside County Fire department and Riverside County Sheriff's department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

D. The cannabis business will be located in a zoning district where cannabis businesses of the type proposed are conditionally permitted, and all of the applicable locational restrictions in Section 17.315.070 are satisfied.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) is requesting approval to establish a retail cannabis business within an existing 3,936 square-foot retail lease space located at 23825 Catt Road. This site is located within the C-P-S zone which conditionally permits retail cannabis sales. Further, as evidenced by the radius maps prepared by the planning department (refer to staff report), the site is located outside the 100' distance requirement from a residential zone and is located outside of the 600' distance requirement from a public or private school providing instruction in kindergarten or grades 1 through 12, a commercial day care center (excluding

small and large family day cares), a park and a youth center. Based on these facts, the proposed cannabis project meets this finding.

SECTION 5. PLANNING COMMISSION ACTION

Based upon the findings above, the Planning Commission hereby adopts PC Resolution No. 2024-13 recommending City Council approval of Conditional Use Permit No. 24-0035, subject to conditions, as illustrated herein and attached hereto to this Resolution as Exhibit 1 and 2 (under separate cover).

PASSED, APPROVED AND ADOPTED this 23rd day of October, 2024.

_____
Eric Filar
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Community Development Director
Minutes Secretary

APPROVED AS TO FORM:

_____
Stephanie Gutierez
Assistant City Attorney

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	**CUP No. 24-0035 Expiration Date – December 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**

PLANNING DEPARTMENT CONDITIONS OF APPROVAL				
Standard/General Conditions				
1.	In compliance with Section 15301 (Existing Facilities, Class 1) of CEQA., a Notice of Exemption (NOE) shall be filed with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the required Riverside County Clerk administrative fee to be paid by the Applicant.	November 20, 2024	Planning Department	
2.	The Applicant's signature below hereby verifies acceptance of the City Council's adopted Conditions of Approval contained within this matrix. A signed copy shall be submitted to the Planning Director by November 27, 2024. Applicant Signature Date	November 27, 2024	Planning Department	
3.	The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify,	Ongoing	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, California Public Records Act, Code of Civil Procedure Chapter 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the Applicant of any Action brought and request that Applicant defend the City. It is expressly agreed that Applicant may select legal counsel providing the Applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The Applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and Applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, Applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Applicant in the defense of any Action.			
4.	Approval of CUP/Conditional Use Permit No. 24-0035 shall expire on November 13, 2027 (3 years after approval by the City Council) if	November 13, 2027	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	building permits for tenant improvements have not been issued and substantial construction work has not commenced. For the purposes of this condition, the term "commenced" means either the beginning of substantial construction of the lease space for the use that is authorized, which construction must thereafter be pursued diligently to completion, or the actual occupancy of existing lease space under the terms of the authorized use. The Applicant may submit a request for an Extension of Time (EOT) to be reviewed and approved by the Planning Commission in accordance with Chapter 17.200.080 of the Wildomar Municipal Code. Said extension of time application and fee must be submitted prior to the expiration date. If a request for an EOT has not been submitted by this deadline, then Conditional Use Permit No. 24-0035 shall automatically become null and void.			
5.	Timing. Pursuant to Government Code § 65865.1, City shall review this Developer's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Developer or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 8.0 [Default and Enforcement], within thirty (30) days of written demand from City	Annually on Effective Date	Planning Department	
6.	Evidence of Annual Review. Developer shall deliver to City within thirty (30) days of each anniversary of the Effective Date evidence to demonstrate the Developer's good faith compliance with the terms of this Agreement, including but not limited to compliance with the payment obligations in Section 3 of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Developer's good faith compliance with this	30 days prior to Anniversary Date	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	Agreement. It shall be Developer's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Developer any public staff reports and documents to be used or relied upon by City to determine Developer's good faith compliance with this Agreement. The Developer shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.			
7.	Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Developer is in good faith compliance with this Agreement, the City, upon written request of the Developer, shall provide Developer with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Developer shall have the right, in the Developer's sole discretion, to record this notice of compliance.	Annually on Effective Date	Planning Department	
8.	All applicable conditions of approval from the Cannabis Local License Application No. 24-0035 approved by the City of Wildomar on June 24, 2024 shall apply to CUP No. 24-0035 and shall remain in full force and effect for the life this business.	On-Going	Planning Department	
9.	Final fees shall be determined by the Building and Finance departments prior to the Issuance of Occupancy Permits.	On-Going	Planning Department	
10.	In accordance with Chapter 66020.d.1 of the Government Code, the Applicant has 90 days from project approval to file a protest of the imposition of fees, dedications, reservations, or other exactions being	February 13, 2025	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	imposed on this project. Notice is hereby given to the Applicant that the 90-day appeal period begins with the approval date by the City Council on November 13, 2024.			
11.	The tenant improvements for the lease space approved under CUP No. 24-0035 located at 23825 Catt Road (APN: 380-240-001), shall be constructed in accordance with the CUP Cannabis package as approved by the City Council on November 13, 2024. The Applicant may request a modification/revision to the approved project, if needed, in accordance with Chapter 17.228 of the Wildomar Municipal Code.	On-Going	Planning and Building Departments	
12.	Applicant hereby understands and agrees that failure to comply with all Conditions of Approval may result in the City Council taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the conditional use permit.	On-Going	Planning Department	
13.	The proposed Project shall comply with existing SCAQMD rules for the reduction of fugitive dust emissions in accordance with SCAQMD Rule 403.	On-Going	Planning Department	
14.	Neighborhood Compatibility Plan. The proposed cannabis business must comply with the neighborhood compatibility plan set forth in the CUP Cannabis Package as approved by the City Council. All requirements must be maintained at all times.	On-Going	Planning Department	
15.	Parking Analysis Plan. The proposed cannabis business must comply with the neighborhood compatibility plan set forth in the CUP Cannabis Package as approved by the City Council. All requirements must be maintained at all times.	On-Going	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
16. Visitor Requirement Plan. The proposed cannabis business must comply with the Visitor Requirement Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements must be maintained at all times.	On-Going	Planning & Building Depts.	
17. Odor Abatement Plan. The proposed cannabis business must comply with the Odor Abatement Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements must be maintained at all times.	On-Going	Planning & Building Departments	
18. Security Plan. The proposed cannabis business must comply with the security plan set forth in the Local License stamped approved package, as approved by the Riverside County Sheriff's Department and City of Wildomar. All security requirements must be maintained at all times.	On-Going	Planning, Building & Police Departments	
19. Fire Protection Plan. The proposed cannabis business must comply with the Fire Protection Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar and the Riverside County Fire Department. All requirements must be maintained at all times.	On-Going	Planning & Riverside County Fire Depts.	
20. Business/Operations Plan. The proposed cannabis business must comply with the business/operations plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements shall be complied with at all times.	On-Going	Planning & Administrative Services Depts.	
21. Waste Disposal. The proposed cannabis business must comply with the waste disposal plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements shall be complied with at all times.	On-Going	Planning, Building & Fire Departments	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
Prior to Issuance of a Building Permit			
22. Prior to issuance of any building permits, the Applicant shall be required to submit tenant improvement plans for build-out of the proposed lease space in accordance with City of Wildomar standards.	Prior to Issuance of Building Permits	Building Department	
23. Prior to the issuance of a building permit, the applicant shall comply with Building Department requirements in obtaining all necessary tenant improvement plan permits.	Prior to Issuance of a Building Permit	Planning Department	
24. Prior to the issuance of a building permits, the Applicant shall submit a sign program to the Planning Director for review and approval. Proposed signage shall be consistent with all applicable provisions of Chapter 17.252 (Sign Regulations) and Section 17.315 (Cannabis Regulations) of the Wildomar Municipal Code.	Prior to Issuance of Building Permits	Planning Department	
Prior to Issuance of Occupancy Permits			
25. Prior to issuance of a Certificate of Occupancy, the Applicant shall pay all applicable Development Impact Fees (DIF) as determined by the Building Official.	Prior to the Issuance of Occupancy Permits	Building Department	
26. Prior to the Issuance of a Certificate of Occupancy, all conditions of approval for Cannabis Local License Application No. 24-0035 and CUP/Conditional Use Permit No. 24-0035 shall be completed to the satisfaction of the Planning Director and Building Official.	Prior to the Issuance of Occupancy Permits	Planning and Building and Departments	
BUILDING DEPARTMENT CONDITIONS OF APPROVAL			
1. Prior to the issuance of a building permit, the applicant shall comply with Building Department requirements in obtaining all necessary tenant improvement plan permits.	Prior to Issuance of a Building Permit	Building and Planning Departments	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
2. Tenant improvement plans are required to be submitted for permit review after the CUP and DA are approved. Each sheet of the plans shall be signed by the designer.	Prior to Issuance of a Building Permit	Building and Planning Departments	
3. In order to comply with the City of Wildomar Ordinance No. 187 Section 17.315.080, mechanical plans will be required. The system shall be designed, stamped and signed by a state licensed Mechanical Engineer. The plan shall show how this section of the ordinance will be met. Details shall show the filtration plan and all related.	Prior to Issuance of a Building Permit	Building and Planning Departments	
4. Any new rooftop mechanical equipment will require engineering for the additional rooftop load.	Prior to Issuance of a Building Permit	Building and Planning Departments	
5. A building permit shall be obtained for the proposed construction and site development. The design of the building shall comply with the 2019 California Building Codes.	Prior to Issuance of a Building Permit	Building and Planning Departments	
6. Building permits will only be issued to a California State licensed contractor in accordance with the California Contractors State License Board or Property Owner. Building permits will not be issued to Tenants.	Prior to Issuance of a Building Permit	Building and Planning Departments	
7. The design shall comply with the 2022 California Building Code chapter 11B for Accessibility.	Prior to Issuance of a Building Permit	Building and Planning Departments	
8. All proposed work shall comply with the 2022 California Energy Code and all other relevant laws, ordinances and resolutions governing Energy conservation as adopted by the City of Wildomar.	Prior to Issuance of a Building Permit	Building and Planning Departments	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024 (City Council)	**CUP No. 24-0035 Expiration Date – December 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
9. Proposed project shall comply with the 2022 California Green Building Standards Code and all other relevant laws, ordinances and resolutions governing sustainable design as adopted by the City of Wildomar.	Prior to Issuance of a Building Permit	Building and Planning Departments	
10. Any new exterior lighting shall comply with City of Wildomar Ordinance 8.64 – Light Pollution.	Prior to Issuance of a Building Permit	Building and Planning Departments	
RIVERSIDE COUNTY FIRE DEPARTMENT			
General Conditions			
11. Prior to occupancy of the lease space identified in the Local License application package, the Applicant shall be required to submit tenant improvement plans for build-out of the proposed lease space in accordance with Riverside County Fire Department standards.	Prior to Issuance of Building Permits	Riverside County Fire Department	

END

EXHIBIT 2

CUP Cannabis Proposal Package
(Under Separate Cover)

CATT ROAD, LLC

THE CAKE HOUSE EAST (PLN 24-0035)





Cannabis CUP & Development Proposal Package

Prepared for the City of Wildomar

Applicant: Catt Road, LLC
Address: 23825 Catt Rd., Pad #3
APN: 380-240-001
License: Retail Storefront
Submittal #2 Date: August 5, 2024
Cannabis Proposal:

Table of Contents

1. Evidence of Legal Right to Occupy....4
1.1 Legal Right to Occupy Overview....4
1.2 Purchase Agreement....5
1.3 Lease Agreement....41
2. Authorization Letter for Information Verification....46
3. Organizational Status....47
3.1 Ownership Structure....47
3.2 Articles of Organization....48
3.3 Operating Agreement....49
3.4 Catt Road, LLC Certificate of Good Standing....62
4. Property Owner Authorization....63
5. Statement of Qualifications....64
5.1 Organizational Structure and Qualifying Experience....64
5.1.2 Saad S. Pattah – Owner Experience....64
5.2 Cannabis Licenses Currently Held....66
6. Project Description....67
6.1 Products and Services to Be Provided....67
6.2 Adherence to Wildomar Municipal Code....67
6.3 Size of Proposed Facility....68
6.4 Floor Plan....70
6.4.3 Egress Plan....71
6.4.4 Security Plan....72
6.5 Delivery Plan....73
7. Neighborhood Compatibility Plan....78
7.1 COMMUNITY RELATIONS LIAISON....78
7.2 PROACTIVE RESPONSE TO COMPLAINTS....79
7.3 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY....81
8. Parking Analysis Plan....83
9. Title Report....86
10. Aerial Photograph....94
11. Not Currently Permitted for Non-Cannabis Infused Food Products....95

12. 100’ Radius of Project Site.....96
13.600’ Radius of Project Site.....97
14. Development Plans.....98

1. Evidence of Legal Right to Occupy

1.1 Legal Right to Occupy Overview

Founding investor Saad S. Pattah has purchased the property located at 23825 Catt Road in Wildomar, CA 92595 in which he will lease to his business, Catt Road, LLC for the purposes of operating a cannabis retail facility. To support the requirements of this section, Catt Road is providing the following documentation:

1. Purchase Agreement between Saad S. Pattah and CCG Catt, LLC
2. Lease Agreement from Saad S. Pattah to Catt Road, LLC

1.2 Purchase Agreement

REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS

Dated February 10th, 2024

between

CCG Catt, LLC,

a California limited liability company,

as Seller,

and

Saad Pattah, an individual,

as Buyer

REAL ESTATE SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made as of the 10th day of February, 2024 (the "**Effective Date**"), by and between **CCG Catt**, LLC, a California limited liability company or its permitted assigns ("**Seller**"), and **Saad Pattah, [an unmarried/a married]** individual or permitted assigns (collectively, "**Buyer**"). Seller and Buyer are referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Seller is the seller of the Property (as defined below), including that certain real property comprised of 0.663 acres (approximately 28,899 square feet) of vacant land generally located at the NEQ of Clinton Keith Road and Interstate 15, Wildomar, Riverside County, California, and commonly known as 23825 Catt Road, Wildomar, California 92595. The Property is one of three (3) adjacent parcels comprising the commercial development commonly known as "Catt Crossing" (collectively, the "**Development**").

B. On and subject to the terms and conditions of this Agreement, Seller has agreed to sell the Property to Buyer and Buyer has agreed to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **PURCHASE AND SALE; ESCROW**.

1.1 **Purchase and Sale**. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the "**Property**," which consists collectively of the following:

(a) That certain land (the "**Land**") located in the City of Wildomar, County of Riverside, State of California, as depicted on ***Exhibit A*** and as legally described in ***Exhibit A***;

(b) All rights, privileges and other easements appurtenant to the Land, including any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Appurtenances**");

(c) All improvements and fixtures, if any, located upon the Land, including, without limitation, all structures presently located on the Land, and all

fixtures, apparatus, equipment, and appliances used in connection with the operation or occupancy thereof (collectively, the "**Improvements**"); and

(d) All intangible personal property owned by Seller, to the extent it is transferable, which is related to the ownership or operation of the Land and Improvements (collectively, the "**Real Estate**"), including any rights associated with the name of the Real Estate, all development rights, water rights, warranties, permits, entitlements and government approvals (and any applications therefor that have been filed by Seller or its affiliates), franchises, licenses, certificates of occupancy, soil and other reports and studies, surveys, maps, utility contracts, plans and specifications, engineering plans and studies, floor plans and landscape plans ("**Intangible Personal Property**") (provided that the Intangible Personal Property will include the foregoing relating only to the Real Estate specifically and not to any of Seller's Adjacent Real Estate, as defined below). Seller shall assign the Intangible Personal Property to Buyer at Closing pursuant to Assignment and Bill of Sale attached hereto as ***Exhibit E*** ("**Bill of Sale**").

1.2 **Escrow**. The transaction contemplated in this Agreement will be effected through an escrow ("**Escrow**") with Orange Coast Title Company Attn: Tom Krystkowiak, 2151 E. Convention Center Way, Suite 102, Ontario, CA, 91764, Email: teamescrow@octitle.com (the "**Escrow Agent**"), as established by this Agreement and any additional instructions required by Escrow Agent and reasonably acceptable to Seller and Buyer. In the event of any conflict, uncertainty or ambiguity between or in respect of the terms of this Agreement and the terms of any such additional instructions, the terms of this Agreement will govern and control.

2. **PURCHASE PRICE**.

2.1 **Purchase Price**. The "**Purchase Price**" for the Property is One Million Six-Hundred Thousand Dollars ($1,600,000).

2.2 **Payment of Purchase Price**. Buyer will, on or before the date that is the Closing Date (as defined below), deposit any funds necessary to satisfy Buyer's obligations under this Agreement (the "**Closing Funds**") into Escrow in immediately available funds.

3. **DEPOSIT**. Within five (5) business days following the Effective Date, Buyer will deposit in Escrow the amount of Fifty Thousand Dollars ($50,000) (the "**Deposit**"). Following the expiration of the Due Diligence Period (as defined below), $20,000 of the Deposit will become non-refundable except as otherwise expressly provided in this Agreement. At Closing, the Deposit will be applicable to the Purchase Price and Buyer will receive a credit for the Deposit against the amount of Closing Funds to be deposited by Buyer under **Section 2.2**.

3.1 **Independent Consideration**. Notwithstanding the foregoing, within five (5) days after Escrow Agent receives the Deposit described above, Escrow Agent will release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the Due Diligence Period to Buyer as herein

provided. Such independent consideration is non-refundable to Buyer but will be credited to the Purchase Price in the event that the purchase of the Property is completed.

4. **PROPERTY DOCUMENTS; INSPECTIONS AND STUDIES**.

4.1 **Property Documents**. Buyer acknowledges receipt from Seller prior to the Effective Date, for Buyer's review and approval in accordance with the provisions of **Section 4.2** below, of the following documents in Seller's possession on the Effective Date (collectively, the "**Property Documents**"):

(a) A title report (and copies of all documents or items referenced in the title report as exceptions) in respect of the Real Estate (collectively, the "**Title Report**"), to be provided by the Escrow Agent (also referred to as the "**Title Company**");

(b) If available, the most current existing survey of the Real Estate in Seller's possession or under Seller's control (collectively, the "**Existing Survey**");

(c) All current rental agreements, leases or licenses pertaining to the Property (each a "**Lease**"), as well as the contact information for each lessee thereunder; and

(d) Any existing environmental assessments of the Real Estate (including Phase 1 and Phase 2 environmental reports).

4.2 **Inspections**. During the Due Diligence Period and at all reasonable times prior to Closing, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Buyer's Consultants**") will have the right to enter upon the Property during normal business hours to examine and inspect the Property, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property as Buyer deems necessary for its review of the Property (collectively, the "**Inspections**"). Buyer will give Seller not less than two (2) business days' notice of its need for access to the Property. Notwithstanding the foregoing, Buyer's Inspections may not include any Phase II environmental site assessment or invasive testing or soil sampling without Seller's prior consent, not to be unreasonably withheld. To the extent Buyer reasonably determines on the basis of Buyer's Phase I environmental site assessment that a Phase II environmental site assessment is warranted, Buyer may extend the Due Diligence Period upon written notice to Seller for a period of thirty (30) days from the earlier of the date (i) Seller gives approval to perform such Phase II environmental site assessment, or (ii) Seller refuses to provide such approval. Following any such Inspections, unless otherwise directed in writing by Seller, Buyer will return the Property to substantially the condition it was in prior to such Inspections, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such Inspections and any other work conducted or materials furnished with respect to the Property by or for Buyer will be paid for by Buyer as and when due and Buyer will indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses,

expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer or Buyer's Consultants in connection therewith, which indemnity shall survive for a period of one (1) year after the earlier of (i) the Closing Date, or (ii) the termination of this Agreement. Notwithstanding the foregoing, Buyer will have no liability with respect to any hazardous substances or underground storage tanks discovered as a result of any Inspections.

5. **BUYER'S APPROVAL RIGHTS; DUE DILIGENCE PERIOD; ENTITLEMENT PERIOD**.

5.1 **Due Diligence Period**. During the Due Diligence Period, Buyer may review the Property Reports, make such Inspections, and conduct such investigations as it deems necessary and, in its sole discretion, determine whether the Property is suitable for its needs and acceptable to Buyer. At any time prior to 5:00 p.m. at the location of the Property on the last day of the Due Diligence Period, Buyer may terminate this Agreement for any or no reason by providing written notice of such termination to Seller (a "**Due Diligence Termination Notice**"), at which time (i) this Agreement will terminate and neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive termination), and (ii) Escrow Agent will promptly return the entire Deposit to Buyer. If Buyer fails to provide a timely Due Diligence Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer) and be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section with respect to the Due Diligence Period will permanently lapse, and (z) this Agreement will remain in full force and effect.

(a) The "**Due Diligence Period**" begins on the Effective Date and expires forty-five (45) days after the Effective Date.

5.2 **Title Review and Approval**.

(a) Within twenty (20) days after the Effective Date, Buyer may notify Seller in writing (the "**Objection Notice**") of any objection that Buyer has to the condition of the Property's title as reflected in the Title Report or the Existing Survey (each an "**Objection**"). Seller must remove all mortgages, deeds of trust, security interests, mechanics liens and all other liens, as well as pay (or give credit for) all taxes or assessments on the Property applicable to the period prior to the Closing Date (as defined below), and Seller will be deemed to have agreed to remove all exceptions to the Title related to such matters and such matters need not be included in the Objections (collectively, such matters may be referred to as the "**Seller's Title Obligations**"). Buyer's failure to timely deliver to Seller the Objection Notice will be deemed to constitute Buyer's approval of the Title Report and the Existing Survey and acceptance of the condition of the title of the Property as of the date the Objection Notice was due (with the exception of the Seller's Title Obligations).

(b) Seller will have a period of ten (10) days following receipt of the Objection Notice in which to deliver written notice to Buyer (the "**Seller Response Notice**") specifying the manner in which Seller will resolve each Objection, on or before the Closing Date. Seller's failure to timely deliver the Seller Response Notice to Buyer will be deemed to constitute Seller's election to not resolve Buyer's Objections. If Seller does not provide Seller's Response Notice, or in the Seller's Response Notice, Seller does not agree to resolve all Objections in a manner acceptable to Buyer, then Buyer will have the right prior to the expiration of the Due Diligence Period, to provide Seller written notice whether Buyer elects to (i) waive such Objections and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. If Buyer does not timely terminate this Agreement as set forth above, then Buyer will be deemed to have accepted any Objection Seller did not agree to resolve as a Permitted Exception (as defined below), Buyer's right to terminate this Agreement under this Section will permanently lapse, and this Agreement will remain in full force and effect.

(c) For purposes of this Agreement, "**Permitted Exceptions**" means collectively (i) the condition of the title to the Property reflected by the Title Report, Existing Surveys (if any), and Survey (if any) as of the date of the Objection Notice to which Buyer did not object, (ii) such Objections resolved in the manner set forth in the Seller Response Notice, and (iii) Objections that Seller does not agree to resolve, which Buyer is deemed to accept due to failure to timely terminate this Agreement.

5.3 **New Title Matters**. From the Effective Date until Closing, except as permitted in this Agreement, Seller agrees not to voluntarily enter into any agreement affecting title to the Property without Buyer's prior written consent. Any title matters which were not reflected on the Title Report or Existing Survey at the time of the Objection Notice and which arise or are discovered prior to the Closing (collectively "**New Title Matters**") must be resolved by Seller at Seller's sole cost and expense on or before the Closing Date if Buyer objects to such matters at or prior to Closing, unless such matters arose due to the actions of, or with the written consent of, Buyer. In the event Seller is unwilling or unable to completely resolve all of the New Title Matters objected to by Buyer prior to Closing, Buyer may elect to either (i) waive such New Title Matters and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. In the event that Buyer elects not to terminate this Agreement pursuant to its rights in this Section and proceed to Closing, Seller's proposed resolution of such New Title Matters will be deemed accepted by Buyer, and the New Title Matters, to the extent not so resolved, will be deemed to be "Permitted Exceptions."

5.4 **Entitlements.** Buyer acknowledges that, as of the Effective Date, at Seller's expense, Seller has obtained approvals required from applicable local, regional, state and federal governmental or quasi-governmental authorities (collectively, "**Governmental Authorities**") to ready the Property for Buyer's intended use as a cannabis dispensary, except for any conditional use permit required by Buyer (collectively, the "**Entitlements**"). Entitlements do not include (i) any conditional use permit ("**CUP**") required for Buyer's intended use, or (ii) of Buyer's permits, licenses or construction approvals, or any other approvals required by Governmental Authorities other than set forth above.

5.5 **CUP Period**.

(a) For a period beginning on the Effective Date and ending ninety (90) days following the Effective Date (the "**Initial CUP Period**"), Buyer will have the right to seek the issuance of a CUP from the applicable government authorities. So long as Buyer is diligently and in good faith pursuing the issuance of a CUP, Buyer will have the option to extend the Initial CUP Period five (5) times for a period of thirty (30) consecutive days (each an "**Extension Period**"). The Initial CUP Period, together with each exercised Extension Period, may be referred to collectively as the "**CUP Period**." Buyer may exercise an Extension Period by providing Seller written notice prior to the expiration of the Initial CUP Period or the then-current Extension Period (as the case may be).

(b) Upon the exercise of each of the first three (3) Extension Periods, an additional Ten Thousand Dollars ($10,000) of the Deposit will become non-refundable, except as otherwise provided in this Agreement. If Buyer exercises either of the last two Extension periods, in addition to the timely written notice, Seller must timely pay to the Escrow Agent an additional Ten Thousand Dollars ($10,000) for each Extension Period (each an "**Extension Payment**"). Upon receipt of an Extension Payment, Escrow Agent will promptly release such Extension Payment to Seller and such Extension Payment will be non-refundable (except as otherwise expressly provided in this Agreement) and will not be applicable to the Purchase Price. If Buyer has not secured the issuance of the CUP prior to the expiration of the CUP Period, Buyer may terminate this Agreement by providing written notice of such termination to Seller (a "**CUP Termination Notice**.").

(c) Upon receipt of a timely CUP Termination Notice, (i) this Agreement will terminate and neither Party will have further obligations to the other Party (except those obligations which expressly survive termination), and (ii) Escrow Agent will return to Buyer any portion of the Deposit which is not then non-refundable, and (iii) Escrow Agent will release to Seller any non-refundable portion of the Deposit and any Extension Payments then in Escrow Agent's possession. If Buyer fails to provide Seller a timely CUP Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer), and

be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section due to failure to obtain the CUP will permanently lapse, and (z) this Agreement will remain in full force and effect.

5.6 **Natural Hazard Disclosure**. At Seller's sole cost and expense, Seller will engage the services of an environmental consultant to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the application of the following natural hazard areas or zones to the Property: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Government Code Section 8589.3); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). Seller will report the result of its examination to Buyer in writing not later than thirty (30) days following the beginning of the Due Diligence Period.

6. **CLOSING – TIME AND PLACE**. Provided that all of the conditions of this Agreement have been satisfied (or deemed satisfied) and Buyer has not exercised its right to terminate this Agreement prior to or on the Closing Date, a fully executed and acknowledged original of the Deed (as defined below) will be recorded in the Official Records, and the close of escrow ("**Closing**") of this transaction will take place at the offices of Escrow Agent, not later than thirty (30) business days following the last to expire of the Due Diligence Period or CUP Period.

6.1 **Title Policy**. On the Closing Date, the Title Company must irrevocably commit to issue to Buyer an ALTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price insuring Buyer's good, marketable and indefeasible title to the Property, subject only to the Permitted Exceptions, in form and substance reasonably acceptable to Buyer (the "**Title Policy**"). Such commitment from the Title Company is deemed to be a Seller Deliverable (as defined below).

6.2 **Closing**. The Escrow Agent will conduct the Closing through the Escrow. On the Closing Date the Escrow Agent will confirm in writing whether it has received all Seller Deliverables and Buyer Deliverables (as defined below). If Escrow Agent is in possession of all of the Seller Deliverables and Buyer Deliverables, Escrow Agent will Close the transaction by (i) causing the appropriate documents to be recorded, (ii) disbursing funds in accord with the Closing Statement (as defined below), (iii) delivering documents to the appropriate persons, and (iv) such other actions as are appropriate to consummate the transaction. Escrow Agent will act in accord with closing instruction letters received from Buyer or Seller to the extent such instructions are not contrary to the terms of this Agreement.

(a) If a Party fails to make its deliveries pursuant to **Section 7 and 8** respectively, the other Party may either (i) waive satisfaction of such

condition(s) in writing (delivered to the other Party and Escrow Agent) on or prior to the Closing Date, and the Closing will proceed, (ii) extend the Closing Date until such condition is satisfied, or (iii) declare the other Party to be in Default (for which there is no Cure Period) and pursue the applicable remedies set forth in **Section 15**.

7. **SELLER'S CLOSING DELIVERIES**.

7.1 **Seller's Deliveries into Escrow**. On or before the Closing Date, Seller will deliver into Escrow the following, duly authorized and executed as appropriate by Seller in a form reasonably acceptable to Buyer (collectively, the "**Seller Deliverables**"):

(a) Deed. One originally executed Grant Deed conveying indefeasible fee simple title to the Real Estate, subject to the Permitted Exceptions, in substantially the form attached to this Agreement as ***Exhibit B*** (the "**Deed**");

(b) FIRPTA. An executed affidavit stating Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445, *et seq.* of the Internal Revenue Code (the "**Code**");

(c) Authorizations. Such executed documents, affidavits and indemnities required by the Title Company to permit the Title Company to deliver the Title Policy (as defined below);

(d) Seller's Certificate. One executed Seller's Certificate certifying that all representations and warranties made by Seller in this Agreement are true, complete and correct in all respects as of the Closing Date, in substantially the form attached to this Agreement as ***Exhibit C*** (the **Seller's Certificate**");

(e) Leases; Service Contracts. Written evidence that any Leases or service or maintenance agreements with respect to the Property (collectively the "**Service Contracts**") have been terminated prior to Closing.

(f) Closing Statement. An executed Closing Statement prepared by the Escrow Agent reflecting the application of the funds received by the Escrow Agent, as mutually agreed by Buyer and Seller (the "**Closing Statement**").

(g) Possession. Possession of the Property free and clear of (i) any and all occupants, and (ii) any and all rights and interests arising through Seller for any individuals or entities (other than Buyer) to occupy, possess, or use all or any portion of the Property. Buyer acknowledges that Seller will have access to the Property post-closing to complete its obligations per **Section 11.5.**

(h) Bill of Sale. An executed Bill of Sale.

(i) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Buyer, Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement. Such documents may include an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at or prior to the Closing, Escrow Agent will at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

8. **BUYER'S CLOSING DELIVERIES**.

8.1 **Buyer's Deliveries into Escrow**. On or before the Closing Date, Buyer will deliver into Escrow the following, duly authorized and executed as appropriate by Buyer in form reasonably acceptable to Seller (collectively, the "**Buyer Deliverables**"):

(a) Closing Funds. The Closing Funds.

(b) Closing Statement. An executed Closing Statement; and

(c) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement.

9. **CLOSING COSTS AND EXPENSES**.

9.1 **Seller's Costs**. Seller will be responsible for the payment of: (i) all documentary transfer taxes assessed by the city and county in connection with the transaction contemplated under this Agreement; (ii) all costs of a standard Title Policy in the amount of the Purchase Price; (iii) all recording costs in connection with the Deed; (iv) one-half of Escrow fees and costs; and (v) the cost of any other obligations of Seller under this Agreement.

9.2 **Buyer's Costs**. Buyer will be responsible for the payment of: (i) all costs related to extended title coverage or additional endorsements to the Title Policy requested by Buyer, (ii) all costs of any lender's title policy, (iii) all costs of any Environmental Reports obtained by Buyer, (iv) one-half of all Escrow fees and costs, (v) the cost of the Survey, if any, and (vi) the cost of any other obligations of Buyer under this Agreement.

10. **PRORATIONS AND ADJUSTMENTS AT CLOSING**.

10.1 **Prorations and Adjustments**. All prorations pursuant to this **Section 10** will be final.

10.2 **Taxes**. Real estate and personal property taxes and assessments with respect to the Property (collectively, the "**Taxes**") for the tax years prior to the tax year in which the Closing occurs are the sole responsibility of Seller and must be paid at or prior to the

Closing. Taxes assessed with respect to the tax year in which the Closing occurs, regardless of when such taxes may be payable, will be prorated between Buyer and Seller as of the Closing Date. If the tax bill for the current tax year is not available at Closing, then the proration will be made on the most recent ascertainable tax assessment and tax rate. If Taxes for the tax year in which Closing occurs have not been paid before Closing, Buyer will be credited by Seller at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period before the Closing Date and Buyer will pay (or cause to be paid) the Taxes for the entire year of Closing prior to their becoming delinquent. If Taxes for the tax year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller will be credited by Buyer at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period from and after the Closing Date.

10.3 **Utilities**. All utilities, if any, to the Property in the name of Seller will be cutoff by Seller on the Closing Date and Seller will be responsible for all utility costs prior to the Closing Date. Seller will receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Buyer at the Closing. In the case of non-transferable deposits, such deposits will be returned to Seller and Buyer will be responsible for making any security deposits required by utility companies providing service to the Real Estate and securing utility service following the Closing Date.

10.4 **Owner's Association Fees**. Escrow Agent will: (i) bring Seller's account with any owner's association applicable to the Property current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay to the owner's association any required upfront fees applicable to the period after the Closing Date, from Buyer's funds.

10.5 **Service Contracts**. Any prepayments or deposits with respect to Service Contracts will be retained by Seller and handled by Seller outside of Closing, and any costs or charges associated with the termination of such Service Contracts will be the sole obligation of Seller.

11. SELLER'S COVENANTS AND OBLIGATIONS.

11.1 **No Conveyances; Exclusivity**. At all times after the Effective Date but prior to the termination of this Agreement, (i) except as provided in this Agreement, Seller may not, without the prior written consent of Buyer, voluntarily convey any interest in the Property, and (ii) Seller and its representatives, brokers, agents, affiliates and employees will not, without the prior written consent of Buyer, directly or indirectly make accept, negotiate, entertain or otherwise pursue any offers to sell or lease the Property other than the transaction contemplated by this Agreement with Buyer.

11.2 **Significant Changes**. At all times after the Effective Date but prior to the Closing Date and/or termination of this Agreement, Seller must promptly notify Buyer of any significant change in any condition with respect to the Property or of any event or circumstance known to Seller that makes or would make any representation or warranty of Seller contained in this Agreement false or misleading, it being understood that Seller's

providing the notice to Buyer will in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

11.3 **Payment of Invoices**. At all times after the Effective Date but prior to the termination of this Agreement, Seller must timely pay in full all bills and invoices for labor, goods, materials, services and utilities of any kind relating to the Property which were contracted for by or on behalf of Seller.

11.4 **Leases and Service Contracts**. At all times after the Effective Date but prior to the termination of this Agreement, Seller may not, without the prior written consent of Buyer, (i) enter into any leases with respect to the Property; (ii) enter into any service contract or other contract or agreement pertaining to any portion of the Property which cannot be terminated without premium or penalty on or before the Closing Date; or (iii) modify any Service Contract or other contract or agreement pertaining to any portion of the Property.

11.5 **Post-Closing Covenants (Seller's Work)**. Within one hundred twenty (120) days following the Closing (which, at Seller's option, may be extended up to three (3) times by thirty (30) days each by delivering written notice to Buyer prior to the expiration date then in effect), Seller will substantially complete the Pad Delivery Improvements as set forth in ***Exhibit D***. Seller will substantially complete the Seller's Site Work as set forth in ***Exhibit D*** by the date set forth in ***Exhibit D***. Collectively, the Pad Delivery Improvements and the Seller's Site Work as defined in ***Exhibit D*** comprise the "**Seller's Work**"). Buyer must cooperate in good faith with Seller to provide timely access to the Property and coordinate with Seller's contractors to allow Seller to complete the Seller's Work. The date upon which the Pad Delivery Improvements have been completed and Seller has notified Buyer of the same in writing is the "**Pad Delivery Date**."

12. **REPRESENTATIONS AND WARRANTIES**.

12.1 **Seller's Representations and Warranties**. Seller hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Seller will immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the following representations or warranties untrue.

(a) Valid and Binding Obligation Formation. (i) Seller is a California limited liability company, duly organized, validly existing, and in good standing under the laws of the State of California with the requisite power and authority to consummate the transactions contemplated by this Agreement; (ii) this Agreement and all other agreements, documents and instruments to be executed by Seller in connection herewith have been duly executed and authorized by all necessary action on the part of Seller; and (iii) this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar

laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Seller is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any federal, state, local and/or applicable foreign statutes, ordinances, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any and every conceivable type applicable to the Agreement, Seller, Buyer, the Property or any portion thereof (collectively, the "**Applicable Laws**"), or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Seller or the Property. Execution by Seller of this Agreement and performance by Seller of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

(c) FIRPTA. Seller is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code. Grantor is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

(d) Patriot Act/OFAC. Seller is not (i) a person or entity with whom Buyer is restricted from doing business by any trade embargo, economic sanction, or other prohibition of the United States law, regulation, or Executive Order of the President of the United States, including under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 or Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, and including, without limitation, persons and entities named on the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") Specially Designated Nationals and Blocked Persons List and/or on any similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"); (ii) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Seller Embargoed Person (as defined below); and (iii) no Seller Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Seller Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 *et seq.* the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in

Seller is prohibited by law or Seller is in violation of law. Seller also must require and must take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or will be listed on the List or is or will be a Seller Embargoed Person. Notwithstanding the foregoing, this Section does not apply to any person to the extent that such person's interest in Seller is through a U.S. Public Entity. As used in this Agreement, "**U.S. Public Entity**" means a person (other than an individual) whose securities are registered with the Securities and Exchange Commission, listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person. For purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001), Seller must, on or before Closing, notify Buyer in writing of all persons holding a five percent or greater direct or indirect ownership interest in Seller.

(e) Pending Actions. To Seller's knowledge, there is neither (i) any action, suit, proceeding or claim affecting the Property or any portion thereof or affecting Seller and relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authority, nor (ii) any such action, suit, proceeding or claim threatened or being asserted.

(f) Pending Condemnation. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Real Estate or any portion thereof. Seller has not received written notice regarding any such proceeding, and, to Seller's knowledge, no such proceeding is contemplated.

(g) No Violation of Applicable Laws. To Seller's knowledge, there are no violations of any Applicable Laws affecting any portion of the Property. Seller has not received written notice of any such violation issued by any Governmental Authority.

(h) Liens. The Real Estate is free and clear of all mechanic's liens and materialmen liens caused by Seller. Except with respect to Seller's Work, no work has been performed or is in progress by Seller, and no materials have been furnished to the Real Estate, which might give rise to mechanics' liens, materialmen's liens, or other liens against the Real Estate or the Improvements.

(i) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller.

(j) Impositions. To Seller's knowledge, there are no impositions that currently encumber the Real Estate or any portion of the Real Estate or any interest

in the Real Estate, other than impositions disclosed to Buyer in the Title Report, which are not yet due or payable.

(k) Leases. There are no oral or written leases, rental agreements or other occupancy agreements affecting the Property.

(l) No Change in Applicable Laws. Seller has no information of, and to Seller's knowledge, there is no change contemplated in, any of the Applicable Laws or any judicial or administrative action, or any action by adjacent landowners, or any fact or condition relating to the Real Estate which would materially adversely affect, prevent or limit the development of the Project.

(m) Delinquent Taxes. Seller shall pay and/or remove from title to the Property prior to the Closing Date any delinquent taxes and assessments.

(n) Third-party Approvals. To Seller's knowledge, there are not any non-governmental (*i.e.*, third party) approvals or consents required under any recorded or unrecorded documents for Buyer's intended use, development, and operation of the Property, other than as may be set forth in the Entitlements or disclosed to Buyer in the Title Report.

(o) Except as otherwise disclosed by Seller to Buyer in writing or as may be disclosed in the environmental reports included in the Property Documents or in any environmental assessment or report obtained by Buyer, to Seller's knowledge, there are no hazardous substances on, in, or under the Property in violation of applicable laws.

12.2 **Buyer's Representations and Warranties**. Buyer hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Buyer will immediately notify Seller of any fact or circumstance which becomes known to Buyer which would make any of the foregoing representations or warranties untrue.

(a) Valid and Binding Obligation Formation. Buyer is [a married/an unmarried] individual residing in California. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any Applicable Laws, or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental

Authority having jurisdiction over Seller or the Property. Execution by Buyer of this Agreement and performance by Buyer of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

13. **CONDEMNATION; CASUALTY**.

13.1 **Seller Notice to Buyer**. Prior to Closing, upon Seller becoming aware of the occurrence of any fire, wind, water damage, earthquake or other casualty materially adversely affecting the Property (a "**Casualty**") or the commencement of any exercise of the power of eminent domain or condemnation (collectively "**Condemnation**"), with respect to the Real Estate, Seller will promptly provide written notice to Buyer describing with reasonable particularity and detail, such Casualty or Condemnation.

13.2 **Condemnation**. If any such Condemnation relates to or may result in a loss of value in the Property or the loss of all or any portion of the Real Estate, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to any compensation, awards or other payments or relief resulting from such Condemnation (whether received before or after Closing); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise the foregoing election by written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Condemnation. If Buyer fails to timely provide such written notice, Buyer will have been deemed to have elected to not terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, the right to terminate this Agreement under this Section will permanently lapse, Buyer may participate in all negotiations regarding the Condemnation action, and Seller may not agree to a settlement of such Condemnation action without the prior written consent of Buyer.

13.3 **Casualty**. In the event of a Casualty to the Property, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to receive any insurance proceeds resulting from such Casualty (whether received before or after Closing) plus payment by Seller of any applicable deductible or self-insurance); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise such option by providing written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Casualty. If Buyer fails to timely provide such written notice, Buyer will be deemed to have elected not to terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, then the right to terminate this Agreement under this Section will permanently lapse, and Buyer may participate in any negotiations or adjustment of any insurance claim relating to

such Casualty. Seller may not settle any such claim without the prior written consent of Buyer.

14. **DEFAULT; TERMINATION ABSENT DEFAULT; LIQUIDATED DAMAGES**.

14.1 **Default**. If either Party fails to perform any of its material obligations under this Agreement and does not cure such failure or breach within the applicable Cure Period, if any (as defined below), such Party will be in "**Default**" under this Agreement. The "**Cure Period**" for (i) a monetary default is ten (10) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party, and (ii) for a non-monetary default is thirty (30) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party.

14.2 **Buyer's Default**. If Buyer is in Default, then Seller's exclusive remedy is to terminate this Agreement, in which case neither Party will have further obligations to the other under this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will deliver the Deposit and any Extension Payments to Seller as liquidated damages. **SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.**

Mark R. Cooper

Buyer's Initials Seller's Initials

(a) As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made, each Party hereby expressly acknowledging the reasonableness of the liquidated damages provisions stated above.

14.3 **Seller's Default**. If Seller is in Default prior to Closing, then Buyer may elect to:

(a) following written notice to Seller as set forth in **Section 14.1**, terminate this Agreement, in which case (i) neither Party will have further obligations to the other under this Agreement (except for those obligations which survive the termination of this Agreement); (ii) upon written confirmation of Seller,

Escrow Agent is instructed to promptly deliver to Buyer so much of the Deposit as remains in Escrow Agent's possession; and (iii) Seller will promptly pay to Buyer any portion of the Deposit or Extension Payments which has previously been paid to Seller; or

(b) elect to specifically consummate the purchase and sale of the Property, provided that any action for specific performance must be filed within ninety (90) days after the date of Seller's Default. The parties hereby agree that the Property is of a special and unique character and that Buyer cannot be adequately compensated at law in the event of a Seller Default.

14.4 **Post-Closing**.

(a) If Seller fails or refuses to timely perform its obligations under **Section 11.5** with respect to Seller's Work, Buyer must provide Seller written notice within thirty (30) days following such failure, specifying with particularity which obligations Seller has failed to perform (an "**Improvement Default Notice**"). If Seller fails to cure such default within a reasonable period following receipt of an Improvement Default Notice (which period may not exceed sixty (60) days), Buyer may (but shall not be obligated to) perform Seller's obligations (the "**Self-Help Right**"). In the event Buyer exercises its Self-Help Right, Seller will (i) grant Buyer the right and a license to enter upon such property owned by Seller or any affiliate thereof necessary to perform the Seller's Work pursuant to such Self-Help Right, (ii) assign to Buyer all permits, consents and approvals necessary for Buyer to perform the Seller's Work pursuant to such Self-Help Right, and (iii) cooperate in transitioning the Seller's Work to Buyer, including, but not limited to, at Buyer's request, assigning to Buyer or its designee all contracts, warranties and interests in applicable construction contracts, subcontracts, plans, specifications, drawings and purchase orders. Buyer shall be entitled to have all of its reasonable out-of-pocket costs and expenses incurred to complete Seller's Work, plus ten percent (10%) of such amount (collectively, the "**Improvement Cost Amount**") reimbursed to it from the Seller's Work Holdback Amount as defined in ***Exhibit D***. Buyer may submit to Escrow Agent (with a copy to Seller) an itemized disbursement request with reasonable supporting documentation such as receipts (a "**Reimbursement Request**") for amounts incurred to complete the Seller's Work pursuant to the Self-Help Right. Upon Escrow Agent's receipt of a Reimbursement Request from Buyer, Escrow Agent shall, with the written consent of Seller, not to be unreasonably withheld, conditioned, or delayed, disburse the amount of such approved Reimbursement Request from Seller's Work Holdback Amount to Buyer, or other entities as Buyer may direct. If Buyer's Improvement Cost Amount approved by Seller is in excess of the Seller's Work Holdback Amount, Seller shall promptly reimburse Buyer for such costs. In no event shall Seller's Holdback Amount be deemed a limitation on Seller's liability to reimburse Buyer's actual costs for performing the Self-Help Right. Buyer and Seller shall

execute any documentation reasonably required by Escrow Agent to hold and administer Seller's Work Holdback Amount as contemplated by this Agreement.

(b) Seller shall and hereby agrees to indemnify, defend and hold Buyer and Escrow Agent harmless from and against any and all claims, losses, liabilities, judgments, damages, and expenses asserted against or incurred by Buyer and/or Escrow Agent arising out of any encumbrances arising out of Seller's Work.

The provisions of this **Section 14** will survive the termination of this Agreement.

15. **BROKERS**. Buyer represents and warrants to Seller that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated by this Agreement other than Ryan Dowse of WeCannCA, Inc. (the "**Buyer's Broker**"). Seller represents and warrants to Buyer that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby other than Catalyst Retail, Inc. (the "**Seller's Broker**"). Seller agrees to pay both Buyer's Broker and Seller's Broker in accordance with the terms of a separate agreement.

16. **MISCELLANEOUS PROVISIONS**.

16.1 **Disclaimers; "As-Is."** Seller makes no representation or warranty, express or implied, as to the completeness, content or accuracy of the Property Information or any other written or oral information provided by Seller to Buyer. Except for the representations expressly set forth in **Section 12**, Seller has not made and does not make any warranty, guaranty, or representation concerning (i) the condition of the Property, including, but not by way of limitation, the water, soil, geology and the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto; (ii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body; and (iii) hazardous materials or the environmental condition of the Property. BUYER WILL INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THOSE IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING

16.2 **Attorneys' Fees**. If it is necessary for either Buyer or Seller to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing Party will reimburse the prevailing Party for its actual, reasonable attorneys' fees and costs of suit.

16.3 **Notices**.

(a) Any approval, disapproval, demand, document, or other notice (collectively "**notice**") which any Party must give under this Agreement must be in writing and either be delivered by (i) hand delivery, (ii) national overnight courier specifying next business day delivery, (iii) electronic mail, or (iv) U.S. certified mail, return receipt requested. All notices may be given either by a Party or by such Party's attorneys.

(b) Any such notice will be deemed received (i) when receipted for at the addressee's place of business (in the case of hand delivery), (ii) on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), (iii) when the sending Party receives an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment in the case of electronic mail), and (iv) as indicated on the return receipt (in the case of certified mail delivery).

(c) All such notices must be delivered to the addresses (or at any other address as an addressee may later designate in writing) set forth below. All delivery costs (*e.g.,* postage, air bill, etc.) must be prepaid by the sender.

If to Escrow Agent/Title Company:

Orange Coast Title Company
2151 E Convention Center Way Suite 102
Ontario, CA 91764
Attention: Tom Krystkowiak
Telephone: 909-987-5433
E-mail: teamescrow@octitle.com

If to Buyer: Saad Pattah

_____
_____
Email: geo@cakehousecannabis.com

With a copy to: _____
_____
_____
Attention: _____
Email: _____

If to Seller: CCG Catt, LLC.
38605 Calistoga Drive, Suite 150
Murrieta, CA 92563
Attention: Mark R. Cooper
Telephone: (913) 915-6538
E-mail: markc@catalystretail.com

With a copy *(which will not constitute notice)* to:	Polsinelli, PC 900 West 48th Place, Suite 900 Kansas City, MO 64112-1895 Attention: Jeb Bayer Telephone: (816) 374-0555 E-mail: jbayer@polsinelli.com
If to Seller's Broker:	Catalyst Retail, Inc. 38605 Calistoga Drive, Suite 150 Murrieta, CA 92563 Attention: Nick Earle Telephone: (951) 395-0000 E-mail: mailto: nearle@catalystretail.com

16.4 **Signs**. Buyer acknowledges that, a Master Sign Program has been proposed for the Development (dated October 13, 2021), a copy of which has been provided to Buyer prior to the Effective Date. Provided such Master Sign Program is acceptable to the applicable governmental authorities, it will apply to the Property, and be consistent with sign criteria for other first-class shopping centers in the Wildomar area. Buyer will be responsible for its prorated costs based on its aggregate panel space on each multi-tenant sign on which it maintains a panel relative to the total panel space on each multi-tenant sign on which it maintains a panel. Buyer will pay its prorated share of the cost to permit and construct each such sign on which Buyer participates as well as 100% of the cost to fabricate and install its sign panels on the signs on which Buyer participates. Buyer shall have the right to participate on: (i) Multi-Tenant Monument 1 in the _____ panel position, (ii) Multi-Tenant Monument 2 in the _____ panel position, and (iii) the Freeway Pylon (if approved by the applicable governmental authorities) in the _____ panel position all as generally depicted on ***Exhibit F***, attached hereto. The cost of repair, maintenance and operation of the Multi-Tenant Monument Signs and Freeway Pylon will be considered common area expenses to be apportioned equitably as set forth in the Declaration.

16.5 **Governing Law**. The Applicable Laws of the State of California will govern the validity, enforcement, and interpretation of this Agreement.

16.6 **Integration; Modification; Waiver**. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Property and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to the Property (including, without limitation, any letter or letters of intent). This Agreement may not be modified, nor may any of the terms hereof be waived, except by an instrument in writing executed by the Party against whom enforcement of the modification or waiver is sought. The rights and remedies provided in this Agreement are cumulative and (except where expressly provided otherwise in this Agreement) are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

16.7 **Counterpart Execution**. This Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller), may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and

the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller) by facsimile or in electronic (*i.e.*, "pdf" or "tif") format will be effective as delivery of a manually executed original counterpart of such document, unless an originally signed document is required for recording.

16.8 **Headings; Constructions**. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. The provisions of this Agreement will not be construed in favor of or against either Seller or Buyer but will be construed as if both Parties prepared this Agreement. Unless otherwise indicated, a reference to a "Section" will be deemed to be a reference to a Section of this Agreement.

16.9 **Time of the Essence**. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations under this Agreement.

16.10 **Invalid Provisions**. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

16.11 **Binding Effect**. This Agreement will be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, administrators, representatives, successors and permitted assigns.

16.12 **Further Acts**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

16.13 **Exhibits**. All Exhibits are attached hereto and are incorporated in this Agreement by this reference.

16.14 **Survival**. All covenants and agreements contained in this Agreement to be performed after the Closing Date as set forth in **Section 11.5** will survive the delivery and recordation of the Deed and the closing of the purchase and sale of the Property.

16.15 **No Third-Party Beneficiaries**. Except for the express provisions of **Section 16.15** below, the execution and delivery of this Agreement will not be deemed to

confer any rights upon, nor obligate either Seller or Buyer, to any person or entity other than each other.

16.16 **Successors; Assignment**. Subject to the terms and conditions of this **Section 16.15**, this Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the Parties to this Agreement. Seller may assign its rights and obligations under this Agreement to any successor or assign of Seller taking title to the Property, and the assignor will be released from its liabilities and obligations under this Agreement. Buyer may assign and delegate its rights and obligations under this Agreement to an affiliate of Buyer without the consent of Seller, in which event such assignee will assume all obligations of (and be treated as) Buyer under this Agreement, and the assignor will be released from its liabilities and obligations under this Agreement. For purposes of this provision, an "**affiliate**" of a person is any person which is owned by such person, owns such person, or is under common control with such person. Buyer may not assign its rights under this Agreement to any person which is not an affiliate without the prior written consent of Seller (which consent may not be unreasonably withheld, delayed or conditioned).

16.17 **Waiver of Jury Trial**. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

16.18 **Computation of Time**. The time in which any act under this Agreement is to be done will be computed by excluding the first day and including the last day. If the last day of any time period stated in this Agreement falls on a day which is not a business day (as defined below), then the duration of such time period will be extended so that it ends on the next succeeding business day. For purposes of this Agreement, a "**business day**" means any day that is not a Saturday, Sunday, or legal holiday in the location of the Property.

16.19 **Confidentiality**. As a material inducement to Seller to enter into this Agreement, Buyer agrees that it will maintain strict confidentiality with respect to the negotiations concerning, and the terms and provisions of, this Agreement. Notwithstanding the foregoing, Buyer may disclose such information (i) to those employed or engaged by Buyer or any representative of Buyer who is actively and directly participating in the evaluation of the Property or the negotiation and execution of this Agreement, including, without limitation, attorneys, mortgage and real estate brokers, accountants, engineers and other consultants, potential lenders, and potential or existing investors, in each case provided such person(s) are informed of the confidential nature of such information; (ii) to governmental or quasi-governmental authorities or agencies (including taxing authorities) in connection with Buyer's use, operation or maintenance of the Property or Buyer's efforts to obtain changes to the zoning or land use approvals as Buyer deems necessary in connection with its intended use of the Property; (iii) as required by Applicable Laws; and (iv) as necessary to enforce the terms of this Agreement. This confidentiality provision will survive termination of this Agreement other than by reason of the consummation of the

transaction contemplated by this Agreement. Neither Party will notify any media of the contemplated transaction or the terms thereof without the other Party's written approval.

16.20 **Compliance With Applicable Laws**. The Parties to this Agreement must comply with all Applicable Laws with regard to any provision under this Agreement.

16.21 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any Party initiating an exchange must bear all costs of such exchange. The cooperating Party will not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

"SELLER"

CCG Catt, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

"BUYER"

Saad Pattah, an individual

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

SITE PLAN

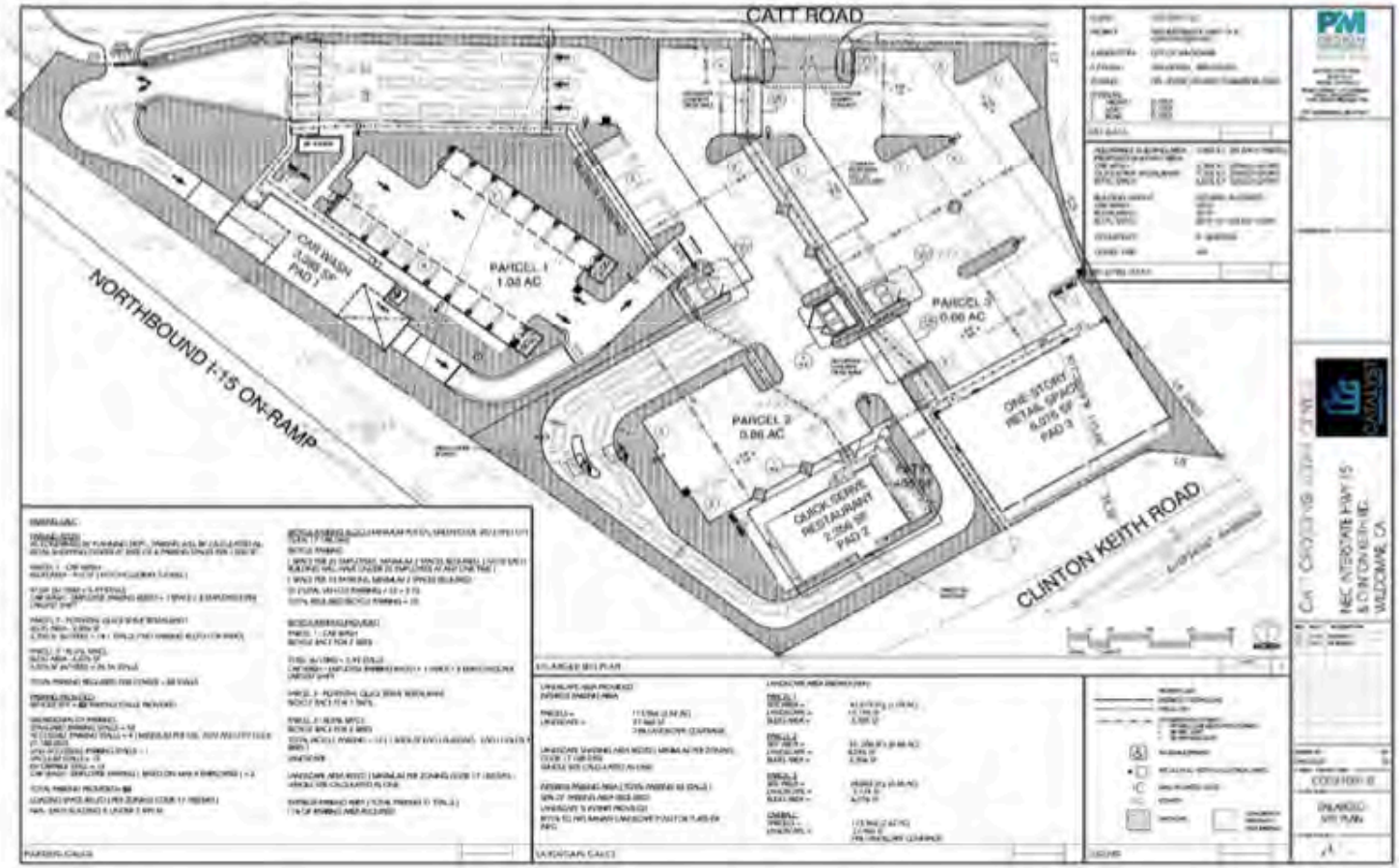


EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

(a) all utilities stubbed to within five feet (5') of the property line of the Property, including water, gas, sewer, electric, telephone, cable and other utilities required for Buyer's retail business, per Buyer's agreed upon specifications and locations.

(b) common drive aisles, as further illustrated on ***Exhibit B-1***, including any related paving and striping, curbs and gutters.

(c) provide common water meter for landscaping for the Development, including meter and capacity fees.

(d) all off-site improvements and Common Area drive aisles shown on the Site Improvement Plan and Development Plan shall have been completed, including, without limitation, if any, traffic signals at the entrance of the Development; road widening; paving and striping; curbs and gutters; landscaping; irrigation; sidewalks; street lighting; curb cuts; and fuel price monument signage.

(e) The Seller shall furnish and install one pipe of two inch (2") minimum diameter (or one pipe of one and a half inch (1-½") minimum diameter for domestic water and one pipe of one inch (1") minimum diameter for irrigation water), with backflow assembly, meter stop and shutoff valve as required by the local water/utility company. Water pressure rate shall be between 45 to 60 pounds per square inch. Any expense for necessary backflow preventer certification required by the City or local utility company shall be borne by the Seller, with evidence of certification provided to the Buyer. Any expense associated with the water meter is the responsibility of Buyer.

(f) The Seller shall furnish and install one ea. pipe of six inch (6") minimum diameter for sanitary sewer having sufficient invert elevation depth to facilitate a minimum one-quarter inch (¼") per foot slope from the furthest plumbing fixture or grease trap location. Under no circumstance shall the invert elevation be less than 36" below finished grade.

(g) The Seller shall furnish and install a minimum of two (2) conduits of four inch (4") electrical service conduits (or greater amount or diameter if required by the local utility company) to provide for a Buyer electrical load requirement of 1200 amps, 3 phase, 4 wire, and 120/208 volts.

(h) The Seller shall furnish and install gas pipe of two and half inch (2.5") minimum diameter sufficient to provide Buyer with a total demand of 1.8 million BTUs (for natural gas of 0.60 specific gravity, based on pressure drop of 0.5-inch water column).

(i) Seller shall furnish and install a dedicated fire protection water main system having a main of sufficient diameter, as and if required by local authorities and Fire Marshal's office. Any expense for necessary "fire flow rate"

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

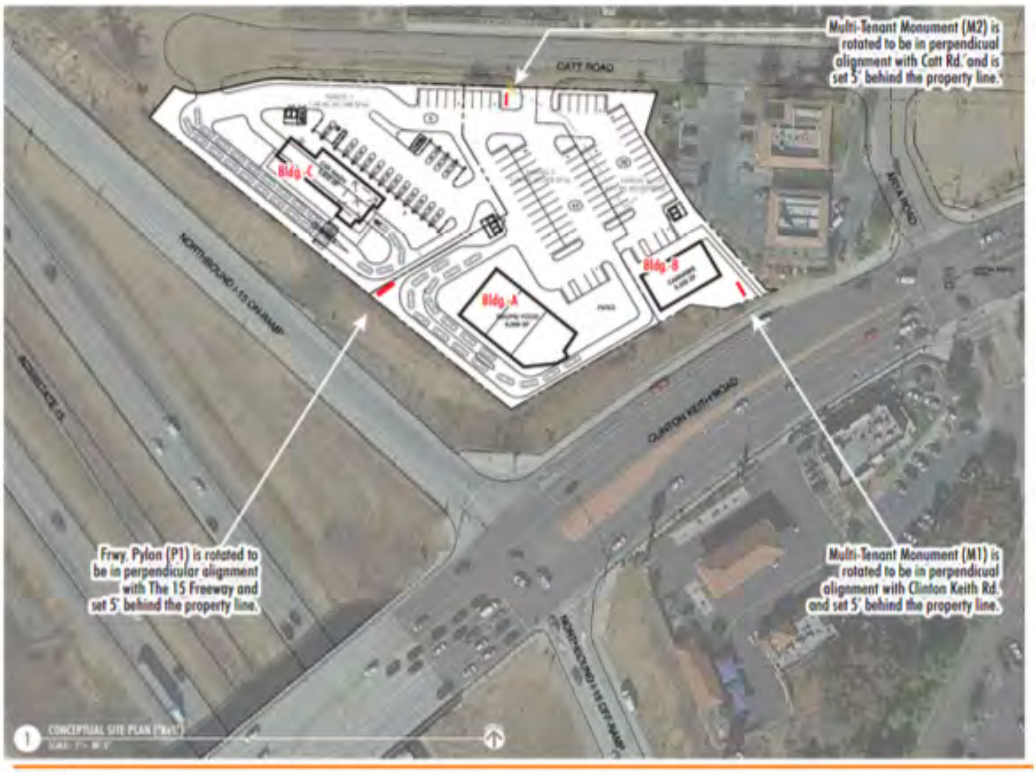
SELLER:

CCG Catt, LLC, a California limited liability company

By: Mark R. Cooper
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program October 13th, 2021



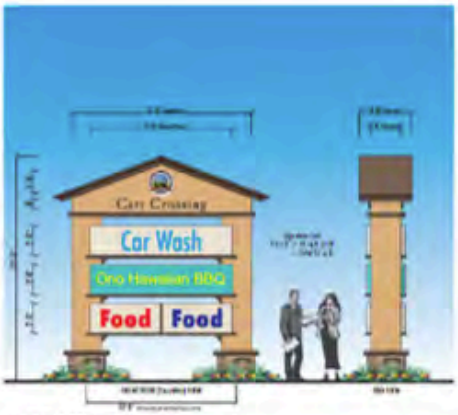
Freeway Pylon Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick alum.).
- Sign body paint colors to match project architecture, med. bronze finish.
- Stone veneer (base) shall match project architecture (materials sheet pending).
- Tenant names are 5" deep LED illum. channel letters w/ translucent vinyl colors per national branding standards ...see Detail A (this page).
- Project ID is reverse halo illuminated letters, matte black faces and returns.
- City of Wildomar seal is non-illum. 2" deep, fab'd alum. panel.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

1 SIGN P1 - Freeway Oriented Pylon

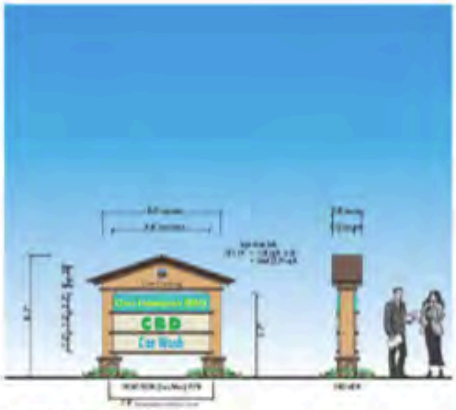
Catt Crossing



Monument Sign (Qty. 1)

Catt Crossing

Multi-Tenant Monument M2



Monument Sign (Qty. 1)

Catt Crossing

1.3 Lease Agreement

THIS SUBLEASE (this "Lease") dated this 16 day of April, 2024

BETWEEN:

Saad S. Pattah (hereinafter called the "Lessor")

AND

Catt Road, LLC (hereinafter called the "Lessee")

IN CONSIDERATION OF the Lessor leasing certain premises to the Lessee, the Lessee leasing those premises from the Lessor and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1 - Leased Premises

2.1 The Lessor agrees to sublease to Lessee the industrial office space municipally located at, **23825 Catt Road, Wildomar, CA 92595**, (the "Premises") . The Premises will be used for only the following permitted use (the "Permitted Use"): The Lessee will use the Premises solely for general office purposes and to comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

2.2.Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use.

2.3 No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Lessor may revoke any consent previously given under this clause.

2 - Term

2.1 The term of the Lease commences on June 1, 2024 for a term of five years with the option to renew.

2.2 Upon 60 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee has defaulted in the payment of any portion of the Rent when due.

2.3 Upon 30 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Lessee and the Lessee persists in such default beyond the said 15-day notice.

3 - Rent

3.1 Subject to the provisions of this Lease, the Lessee will pay a base rent of $1.00 payable per month, for the Premises (the "Base Rent").In addition to the Base Rent, the Lessee will pay the applicable GST to the Lessor.

3.2 If the start date of the Lease does not fall on the first of the month then the Base Rent plus applicable and GST will be pro-rated.

4 - Use and Occupation

4.1 The Lessee will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. For the purposes of this Agreement the Permitted Use shall be for commercial cannabis retail operations. The Lessee will carry on business under the name of Catt Road, LLC and will not change such name without the prior written consent of the Lessor, such consent not to be unreasonably withheld. The Lessee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Lessor.

4.2 The Lessee covenants that the Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

5 - Security Deposit

5.1 On execution of this Lease, The Lessee will pay the Lessor a security deposit equal to the amount of $0.00 (the "Security Deposit") to be held by the Lessor without interest. Upon execution of this Lease the Security Deposit shall be due immediately. The Lessor will return the Security Deposit to the Lessee at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

5.2 The Lessee may not use the Security Deposit as payment for the Rent.

6 - Quiet Enjoyment

6.1 The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Lessee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7 - Renewal of Lease

7.1 Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Lessee may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

8 - Utilities and Other Costs

8.1 The Lessee is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, telephone, Internet and cable.

8.2 The Lessee is responsible for the replacement cost of any electrical light bulbs, tubes and ballast.

9 - Insurance

9.1 The Lessee is hereby advised and understands that the personal property of the Lessee is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss. The Lessee is advised that, if insurance coverage is desired by the Lessee, the Lessee should inquire of Lessee's insurance agent regarding a Lessee's Policy of Insurance. A copy of the insurance must be provided to the Lessor within 30 days of the start of the Term.

10 - Attorney Fees

10.1 All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Lessor on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Lessee of any other condition contained in the Lease, will forthwith upon demand be paid by the Lessee as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

11 - Governing Law

11.1 It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California County of San Diego, without regard to the jurisdiction in which any action or special proceeding may be instituted.

13 - Assignment and Subletting

13.1 The Lessee will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Lessor's option, terminate this Lease.

14 - Care and Use of Premises

14.1 The Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Lessor

14.2 Vehicles which the Lessor reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Lessee's parking stall(s), and such vehicles may be towed away at the Lessee's expense. Parking facilities are provided at the Lessee's own risk. The Lessee is required to park in only the space allotted to them.

14.3 The Lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Lessor, disturbs the comfort or convenience of other Lessees.

14.4 The Lessee will not engage in any illegal trade or activity on or about the Premises.

14.5 The Lessor and Lessee will comply with standards of health, sanitation, fire, housing and safety as required by law.

15 - Damage to Premises

15.1 In case the Premises at any time during the Term be damaged by fire, water or other acts of nature so as to render the Premises unfit for the purpose of the Lessee the rent hereby reserved or a proportionate part according to the nature and extent of the damage sustained shall be suspended and abated until the Premises have been rebuilt or made fit for the purpose of the Lessee.

15.2 If in the opinion of the Lessee the premises cannot be rendered fit for the purpose of conducting the Lessee's business, within a period of two (2) months, the Lease shall be deemed terminated or at the option of the Lessor the term will come to an end and the Lessee shall cease to be held liable for payment for rent except such rent as shall have already accrued due and be entitle to be repaid any rent paid in advance for the balance of the period.

16 - Hazardous Materials

16.1 The Lessee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

17 - Rules and Regulations

17.1 The Lessee will obey all rules and regulations posted by the Lessor regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Lessee in and around the Building on the Premises.

18 - General Provisions

18.1 Any waiver by the Lessor of any failure by the Lessee to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

18.2 This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

18.3 All sums payable by the Lessee to the Lessor pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Lessor as rental arrears.

18.4 Where there is more than one Lessee executing this Sublease, all Lessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Sublease.

IN WITNESS WHEREOF the Parties to this Sublease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on the date below:

LESSEE

Saad S. Pattah

_____ _____

Catt Road, LLC Date

LESSOR

Saad S. Pattah

_____ _____

Saad S. Pattah Date

2. Authorization Letter for Information Verification

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

Saad S. Pattah, Owner
Property Owners Printed Name

Saad S. Pattah

_____ _____
Property Owners Signature Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

_____ _____
Applicant Signature Date

3. Organizational Status

3.1 Ownership Structure

Catt Road, LLC is owned 100% by Saad S. Pattah. If any changes to ownership are made, Catt Road, LLC will immediately report these changes to the City of Wildomar.

3.2 Articles of Organization

202460417960

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202460417960

Date Filed: 1/9/2024

Limited Liability Company Name	
Limited Liability Company Name	Catt Road, LLC
Initial Street Address of Principal Office of LLC	
Principal Address	23825 CATT ROAD WILDOMAR, CA 92595
Initial Mailing Address of LLC	
Mailing Address	553 WEST 9TH STREET ESCONDIDO, CA 92025
Attention	
Agent for Service of Process	
Agent Name	Saad S. Pattah
Agent Address	553 WEST 9TH AVENUE ESCONDIDO, CA 92025

Purpose Statement

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Management Structure

The LLC will be managed by One Manager

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Saad S. Pattah — Organizer Signature

01/09/2024 — Date

B2399-1090 01/09/2024 12:29 PM Received by California Secretary of State

Page 1 of 1

3.3 Operating Agreement

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OPERATING AGREEMENT
OF
Catt Road, LLC
(Member-Managed Corporation)

THIS OPERATING AGREEMENT ("Agreement"), is made and entered into as of this 5th day of March, 2024 by Catt Road, LLC a California Limited Liability Company (the "Company"), and its Members.

The Members hereby adopt this agreement as the "Operating Agreement" of the Company to set forth the rules, regulations, and provisions regarding the management and the business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of its Members.

NOW THEREFORE, the Members and the Company, intending to be legally bound, hereby agree as follows:

Agreement
Article I
Organizational Matters

1.1. **Name.** The Company shall conduct business under the name "Catt Road, LLC" If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.

1.2 **Term**. The company's beginning date is the date that the Articles of Incorporation were filed. The term of the Company shall be perpetual unless dissolved as provided in this Agreement. The Members may unanimously to continue the Company as provided in Article 9.

1.3 **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of California. The principal office of the company shall be at:

Catt Road, LLC
23825 Catt Road
Wildomar, CA 92595

Upon unanimous consent of the voting Members may choose additional or alternative offices as they deemed fit. As required, the Company shall file a Statement of Information with the California Secretary of State stating its registered agent for service of process.

1.4 **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members unanimously approve in writing a change or addition to the Company's business: Business affairs, marketing, business development, and sales consulting.

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Article 2
Capital Contributions

2.1 **Additional Contributions.** No Member shall be required or permitted to make any additional contributions to the Company without the unanimous consent of the other Member. If, at any time or times hereafter, the Members shall determine that additional capital is needed by the company, the Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members or a third party. If a Member contributes significant additional contributions, all Members must unanimously consent in writing to increase the contributing Member's ownership interest to reflect the additional contribution.

Article 3
Members

3.1 **Admission of Additional Members.** Upon unanimous approval of the existing Members, additional members may be admitted into the Company on terms determined by the Members.

3.2 **Withdrawals or Resignations.** No Member may withdraw without the unanimous approval of the Members. However, if a Member's interest is based on providing services to the Company, that Member shall be allowed to withdraw or resign as a Member at any time upon 30 days prior written notice to the Company. In the event of such withdrawal, such Member's Membership Interest will be available for sale as described in Section 7.2. If it is not purchased, the withdrawing Member shall have only an economic interest in the Company after withdrawal. The Withdrawing Member shall the right to share in the Company's income, gain, losses, deductions, credit or similar items, and to receive distributions from the Company, but not the right to access Company business information or to participate in the Company management, except as required by law. The Withdrawing Member shall not be entitled to a return of the Member's capital, and may not withdraw contracts or personal guarantees that (s)he may have given.

3.3 **Payments to Members.** There will be no minimum or guaranteed payments to Members. The Company shall reimburse the Members for the actual costs including organization expenses incurred to from the Company.

Article 4
Management and Control of the Company

4.1 **Management and Powers.** The intent of each Member is to actively engage in the Company management. Accordingly, each Member shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other

acts or activities customary or incident to the management of the Company's business property and affairs.

4.2 **Duties of Members**. Each Member must have a duty:

A. If a Member fails to do the Member's duties for a period of (30) consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

B. If a Member fails to do its Member duties for a period of one hundred twenty (60) days out of two hundred thirty (120) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

C. If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

D. Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

E. If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

F. A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

G. In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.3 **Limitations on Power of Members.** Notwithstanding any other provisions of this Agreement, no debt or liability may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of Catt Road, LLC Members is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

A. The merger of the Company with another business entity.
B. The establishment of different Member classes.
C. A change in the authorized businesses of the Company (Section 1.4),
D. Any act which would make it impossible to carry on the ordinary business of the Company
E. The confession of judgment against the Company
F. Any other transaction described in this Agreement which requires the approval, consent or vote of all of the Members.
G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.4 **Member Approval.** The "vote" or "approval" of the Members shall mean approval by unanimous Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.5 **Deadlock of Members.** The Members shall make best efforts to resolve differences within the Membership. In the event the Members are not able to agree on an appropriate resolution then the Members shall submit to a mandatory mediation. All costs associated with such mediation shall be split in accordance with each Member's percentage interest.

4.4. **Devotion of Time**. The Members are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort he deems appropriate to carry out the Company's business.

4.6 **Noncompetition.** Each Member agrees that he will not be employed, concerned or financially interested, either directly or indirectly in any other business entity that is engaged in the same or similar business as that conducted by the Company. However, Members may invest in any passive investment engaged in the same or similar business with unanimous consent of all Members, as long as that investment does not exceed 5% of the ownership of that entity.

4.7 **Protection of Trade Secrets**. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.8 **Transactions between the Company and the Members.** Any Member may enter into a contract or transaction with the Company with the approval of all Members. If there is a potential conflict of interest, this approval must be in writing.

4.9 **Voting.** Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act

collectively, and, unless otherwise specified or permitted by this Agreement, unanimously. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

4.10 **Voting Rights.** The Company may issue and differentiate classes of membership in the Company. These membership classes shall, pursuant to this Agreement and as further defined in Section 6.9 of this Agreement, consist of Class A voting membership units held by Members with the ability to vote on Company matters ("Class A" or "Voting"), and Class B non-voting membership units that are held by Members who cannot vote on Company matters and who shall not be responsible for the Capital Calls defined in Section 3.3(a) ("Class B" or "Non-Voting"). Any further establishment and issuance of different membership classes may be accomplished pursuant to an amendment of this Agreement. Any such amendment shall include provision(s) for any rights to priority distributions and change in the Percentage Interests, as defined below, of the initial members of the Company. No dilution of the Members' Percentage Interests may be instituted without the affirmative vote of a Super Majority of the Voting Members (as defined in Section 6.9) with the exception of the Manager(s) complying with the requirements of Section 3.2.2. (a), when and if triggered. The Company is authorized to issue up to 50,000,000 Class B membership units. Each 1,000,000 Class B membership units are equal to one percent (1%) membership interest in the Company.

Article 5
Allocations of Net Profits and Net Losses and Distribution

5.1 **Allocations of Net Loss and Quarterly Distributions**

A. Net Loss. Net loss for income tax purposes shall be allocated to Members in proportion to their Membership Interest. Loss allocations to a Member shall be made only to the extent that such loss allocations will not create a Capital Gain for that Member in the event of foreclosure of the Company's assets.

B. Any loss not allocated to a Member because of the 5.1.A. shall be allocated to the other Members to the extent where it does not create a Capital Gain to another Member.

C. Quarterly Distribution of Available Cash. At the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata according to their percentage interest. Available cash means cash beyond what is required as reasonable working capital, as determined by the Members. The Members shall have the power to postpone the quarterly distribution upon unanimous vote in writing.

D. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

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5.2 **Special allocations.**

A. **Minimum Gain Chargeback for Nonrecourse and Recourse Liabilities.** The Company shall allocate income, loss and gain to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and 1.704-2(i)(5)). Nonrecourse Liability shall be allocated in accordance with Treasury Regulations Section 1.704-2(g)(2). Recourse Liability shall be allocated to Members in accordance with Treasury Regulations Section 1.704-2(i)(4).

B. **Nonrecourse Deductions.** Notwithstanding Section 5.2, any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members in proportion to their Membership Interests.

C. **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt according to Treasury Regulations Section 1.704-2(i).

D. **Qualified Income Offset.** Notwithstanding Section 5.2, if a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)ii)(d)(4),(5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum Gain, items of Company income and gain shall be specially allocated to such Member so that such excess deficit balance is eliminated as quickly as possible.

5.4 **Code Section 704(c) Allocations.** Notwithstanding any other provision in this Article VI, in accordance with Treasury Regulations Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

Article 6
Transfer and Assignment of Interests

6.1 **Transfer and Assignment of Interests.** With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest shall comply with the following:

A. First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

B. If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

C. Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale

6.2 **Substitution of Members.** If unanimous written approval is received, the transferee shall:

(i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.

(ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 **Family Transfers**. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 **Transfers in violation of this Agreement and Transfers of Partial Membership Interest.** Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

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Article 7
Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 **Dissolution Event.** Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless the Remaining Members who hold a majority of Remaining Membership Interest agree within ninety (90) days to continue the business of the Company. The Company and/or the Remaining Members may purchase the Former Member's Membership Interest as provided in this Article.

7.2 **Purchase Price.** The purchase price for the Former Member's interest shall be the fair market value of the Former Member's Interest as determined by agreement of the former Member and the Purchasing Members. If the Former Member and the Purchasing Members cannot agree on the purchase price within 30 days after the Dissolution Event, the purchase price shall be determined by an independent appraiser. The Purchasing Members as a group, and the Former Member, shall each pay one-half of the cost of the appraisal. If the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Purchasing Members as a result of such breach.

7.3 **Notice of Intent to Purchase.** Within fifteen (15) days after a Dissolution Event, each Remaining Member shall notify the Members in writing of whether (s)he chooses to purchase a portion of the Former Member's Interest. Each Purchasing Member shall be entitled to purchase a portion of the Former Member's Interest in the same proportion as their Membership Interest compared with the percentage interest of all Purchasing Members. If the Remaining Members fail to purchase the entire interest of the Former Member, the company shall purchase any remaining share of the Former Member's Interest.

7.4 **Payment of Purchase Price**. The closing shall occur no later than 30 days following the determination of the purchase price. The Purchasing Members may pay all of the purchase in cash, or one fifth (1/5) at closing, with the remainder due in a negotiable promissory note, payable in four equal annual principal installments plus prevailing interest

7.5 **Closing of Purchase of Former Member's Interest.** At the closing for the sale of a Former Member's Interest, the Former Member shall provide a document conveying their interest and representing that the interest is free of encumbrances.

Article 8
Accounting, Records, Reporting by Members.

8.1 **Books and Records.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

A. A current Members list showing their full name and last known business or residence, their capital contributions, Capital Account balance and Membership Interest;
B. A copy of the Articles of Incorporation and any and all amendments
C. Copies of the Company's federal, state, and local income tax or information returns for the six (6) most recent taxable years;
D. A copy of this Operating Agreement and any and all amendments;
E. The Company's books and records as they relate to the internal affairs or the company for at least the current and past four (4) fiscal years.

8.2 **Inspection of Books and Records.** Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

8.2 **Reports.** By March 30th of each year, the Company shall prepare information necessary for the Members to prepare their annual federal and state income tax returns.

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company**. Upon unanimous vote of the Members, the Members shall designate an "Tax Matters Partner" (as defined in Code section 6231) to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

Article 9
Dissolution and Winding Up

9.1 **Conditions of Dissolution:** The company shall dissolve:
A. Automatically twenty-five (25) years after filing of the Articles of Incorporation, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the California Secretary of State;
B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;
C. If the Members unanimously vote to dissolve the Company;
D. If there is a Dissolution Event and the Remaining Members fail to agree to continue the business of the Company within ninety (90) days after the occurrence of such event or the Company or the Remaining Members fail to purchase the former Member's Interest as provided in Article 7; or
E. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

Article 10
Indemnification

10.1 **Indemnification.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the Company. A member may not seek to obtain an advantage in the Company affairs by misconduct, misrepresentation, concealment, threat or adverse pressure.

10.2 **Insurance.** The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

Article 11
Investment Representations

Each Member hereby represents and warrants to, and agrees with, the Members, the other Members and the company as follows:

11.1 **Preexisting Relationship or Experience.** (S)he has a preexisting personal or business relationship with the Company or one or more of its Members, or by reason of his or her business or financial experience (s)he is capable of evaluating the risks and merits of an investment in the Company and of protecting his or her own interests in connection with this investment.

11.2 **No Advertising.** (S)he has not seen, received, been presented with or been solicited by a leaflet, public promotional meeting, article or any other form of advertising with respect to the sale of the Membership Interest.

11.3 **Investment Intent.** (S)he is acquiring the Membership Interest for investment purposes for his or her own account only and not with a view to or for. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

Article 12
Miscellaneous

12.1 **Complete Agreement.** This Agreement and the Articles of Incorporation constitute the complete and exclusive statement of agreement among the Members and replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Incorporation conflict with any provision of this agreement, the Articles of Incorporation shall control.

12.2 **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respect successors and assigns.

12.3 **Jurisdiction.** Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement.

12.4 **Severability.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

12.5 **Notices.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.7 **Amendments.** All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Mediation.** Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non- binding on the parties thereto.

12.8 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.9 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of Catt Road, LLC, a California Limited Liability Corporation, have executed this agreement, effective as of the date written above.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement. Signed this 5th day of March 2024.

Saad S. Pattah: Saad S. Pattah

Title: Owner / President

Date: March 5, 2024

Exhibit A

Membership Interest

Name	Membership Type	Membership Interest
Saad S. Pattah	Class A	100%

3.4 Catt Road, LLC Certificate of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Catt Road, LLC
Entity No.:	202460417960
Registration Date:	01/09/2024
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 16, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 200900011

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

4. Property Owner Authorization

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

CCG Catt, LLC
Property Owners Printed Name

Property Owners Signature

5/28/24
Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

Applicant Signature

Date

5. Statement of Qualifications

5.1 Organizational Structure and Qualifying Experience

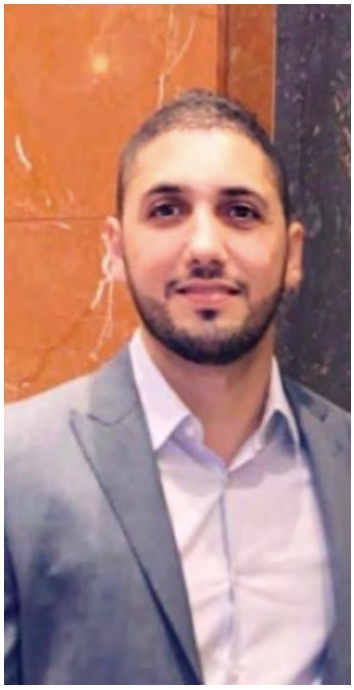
Catt Road, LLC is owned 100% by Saad S. Pattah. Being a 100% owner gives Mr. Pattah the power to sell equity to raise additional funds if necessary. Additionally, Mr. Pattah is the owner of Cake Enterprises, Inc., a company that owns seven (7) cannabis retail licenses throughout California. Mr. Pattah will be utilizing his compliance and operations team from Cake Enterprises to assist with the opening, hiring, and operations for the Catt Road, LLC location.

5.1.2 Saad S. Pattah – Owner Experience

Saad Pattah is a Owner and founder of Catt Road, LLC. He is a serial entrepreneur who has demonstrated success in the grocery, restaurant, and import and export industries.

Mr. Pattah began his professional career in his family's business, Biva Market in Oceanside. He started as a cashier and slowly grew his experience and in 2008 became the General Manager overseeing operations and management of the facility. Under his leadership and with his dedicated work ethic, he grew the business more than 300% by drastically improving efficiencies and reducing costs. His keen eye for detail and commitment to customer service was imperative to the Biva's success.

In 2011, Mr. Pattah purchased Smith NS Foods Inc which was a small company with a single location. Under Mr. Pattah's leadership, he developed a robust internally integrated distribution model which allowed the company to expand to multiple locations across Southern California exponentially increasing the market penetration and brand revenue.



Given his proven entrepreneurial success, in 2012, Mr. Pattah saw a major opportunity to enter the restaurant industry with the growing sushi market. He founded Sushi Ventures Inc DBA Tabu Sushi. Mr. Pattah opened the first keystone restaurant, Tabu Sushi and proved that his evaluation of the demographic and opportunity was accurate.

Given the success of the first restaurant, Mr. Pattah has continued to expand Sushi Ventures Inc across multiple locations in California. His industry intuition has been imperative to the success of the vertically integrated restaurant chain. Tabu Sushi continues to grow every year and expand into new markets across California.

In 2016, Mr. Pattah founded Sky & Lana Group Inc, which is a successful import and export business that is still currently operating. In this venture, Mr. Pattah uses his knowledge of international business and strategic business development to diversify the company portfolio to increase revenue. Mr. Pattah's ability to

negotiate international business transactions and manage the logistical challenges, is why Sky & Lana Group has continued to outpace growth faster than the industry standards.

Additionally, Mr. Pattah has since opened seven (7) commercial cannabis retail locations throughout California. These cannabis retail locations known as “The Cake House” have been very successful financially while also supporting the needs of the local community and providing substantial tax revenue for the cities and counties they are located in.

Furthermore, Mr. Pattah opened Currently Veterans Wildomar South, LLC DBA The Cake House here in the City of Wildomar and has received nothing but positive feedback from the city and community. Customers appreciate this Wildomar location as a safe and secure place to purchase cannabis while appealing to all demographics.

5.2 Cannabis Licenses Currently Held

As shown above, Mr. Pattah possesses a wealth of cannabis business experience. As the principal owner, he brings the knowledge of commercial cannabis business operations and legal compliance so the city can rest assured that his team will create a sustainable and trustworthy cannabis operation within the city of Wildomar.

To further demonstrate the knowledge and experience Mr. Pattah's team possesses, the Catt Road, LLC has provided state licenses in which they are currently affiliated with as an owner for the City to review. Catt Road, LLC has local license approvals that are in various stages of development but those are not far enough along to earn a state license.

1. **Riverside County Dispensary and Delivery DBA The Cake House**

   License #: C10-0000769-LIC

2. **Currnt Veterans of Wildomar South, LLC DBA The Cake House**

   License #: C10-0000859-LIC

3. **Golden Hights, Inc DBA The Cake House**

   License #: C10-0001082-LIC

4. **Stony Point Wellness, LLC DBA The Cake House**

   License #: C10-0001322-LIC

5. **Community of Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001422-LIC

6. **Humanity Encinitas 4, Inc. – DBA The Cake House**

   License #: C10-0001424-LIC

7. **Community Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001437-LIC

6. Business & Operations Plan

6.1 Products and Services to Be Provided

Based on the experience of the company's President and CEO, Saad S. Pattah, Catt Road, LLC will sell popular cannabis products that evolve with changes in the market. This includes variations of the following Adult Use Cannabis products:

1. **Prepacked Flower -** Raw Cannabis Flower will be sold in a mix of different strains depending on client demand. The company will offer a wide variety of strains to ensure Adult-use Customers have access to a complete strain assortment.
2. **Pre-Rolls -** Ready-made raw cannabis flower conveniently pre-rolled for easy inhalation.
3. **Vaporizing Cartridges -** Cannabis vaporization is growing in popularity among people interested in consuming cannabis in an easy, discreet manner that's healthier than traditional smoking methods. The company will take into consideration the current industry concerns regarding black market cartridges to ensure that any cartridges sold by the company have been appropriately tested and only contain ingredients authorized by the FDA for inhalation.
4. **Edibles -** A cannabis edible is a THC-infused product that can be consumed by the client. The company plans to offer several different edible product lines to cater to the various, nutritional, financial and taste needs of clients. Careful dosing is important. Catt Road will provide customers direction on micro-dosing to ensure products are carefully administered.
5. **Tincture -** A cannabis tincture is a cannabis-based extract that is infused with alcohol.
6. **Ingestion Paraphernalia -** In accordance with 188 WMC § 5.76.120(D), Catt Road, LLC will sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.
7. **Cannabis Concentrates -** Cannabis that has undergone a process to concentrate one or more active cannabinoids and includes resin from granular trichomes. This may include topicals, concentrates or tinctures.

In compliance with 188 WMC § 5.76.120(F), Catt Road, LLC will not sell any expired products, cannabis, or cannabis products. Catt Road, LLC will not, under any circumstance alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

6.2 Adherence to Wildomar Municipal Code

In accordance with 188 WMC § 5.76.110(H), Catt Road, LLC will not sell, provide, store, or distribute any alcoholic beverages or tobacco products, or allow such products to be consumed on the licensed premises.

In accordance with 188 WMC § 5.76.110(L), Catt Road, LLC will not permit a physician to evaluate potential medicinal cannabis patients or to provide a physician's recommendation for medicinal cannabis within its licensed premises. Catt Road will not offer or provide any form of remuneration to a physician who provides physician's recommendations for medicinal cannabis.

In accordance with 188 WMC § 5.76.110(T), Catt Road, LLC will only execute cannabis businesses transactions with businesses that are licensed or permitted to do business in their respective

jurisdictions. To ensure this, Catt Road, LLC will collect and validate licensing through the State's License Search tool.

Additionally, as permissible by 188 WMC § 5.76.120(H)(8), Catt Road, LLC will sell and offer for sale seeds and immature cannabis plants but will not sell or offer for sale live mature cannabis plants. Catt Road, LLC will provide light and water to immature cannabis plants being offered for sale but will not engage in any other cultivation activity. For the purposes of this provision, an immature cannabis plant is defined as a non-flowering cannabis plant that is shorter and narrower than 18 inches.

Pursuant to 188 WMC § 5.76.120(G), Catt Road, LLC will comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food when engaging in any activities involving edible products.

6.3 Size of Proposed Facility

Catt Road, LLC is proposing to construct a new building, totaling approximately 6,076 square feet square feet, at 23825 Catt Road in Wildomar, to be divided into two units. One unit, totaling 3,936 square feet, will be used for the proposed cannabis retail business. Other unit totaling 2,140 square feet, Will be used for either office lease space or retail space (coffee shop, Mexican food, etc.) which is to be determined, depending on tenant selection.

Catt Road, LLC will construct a new retail facility on the property to meet the operational business, legal, and safety requirements. For the purposes of continuity, the Site Plans, Floor Plans, Colored Interior Elevations, Security Overlay, and Fire Protection Plan with Ingress and Egress movements can be found in the CUP Architectural Package. This is being provided as a separate attachment.

In compliance with 188 WMC § 5.76.110(A & C), Catt Road, LLC aims to create and operate a facility that not only is in full compliance with state and local laws and regulations that govern cannabis businesses, but one that also fully complies with all applicable rules, regulations, and laws including, but not limited to, building and safety codes, and the Americans with Disabilities act.

Further, Catt Road, LLC understands that subletting is strictly prohibited and asserts that in accordance with 188 WMC § 5.76.110(R), no portion of the premises will be sublet for any purpose.

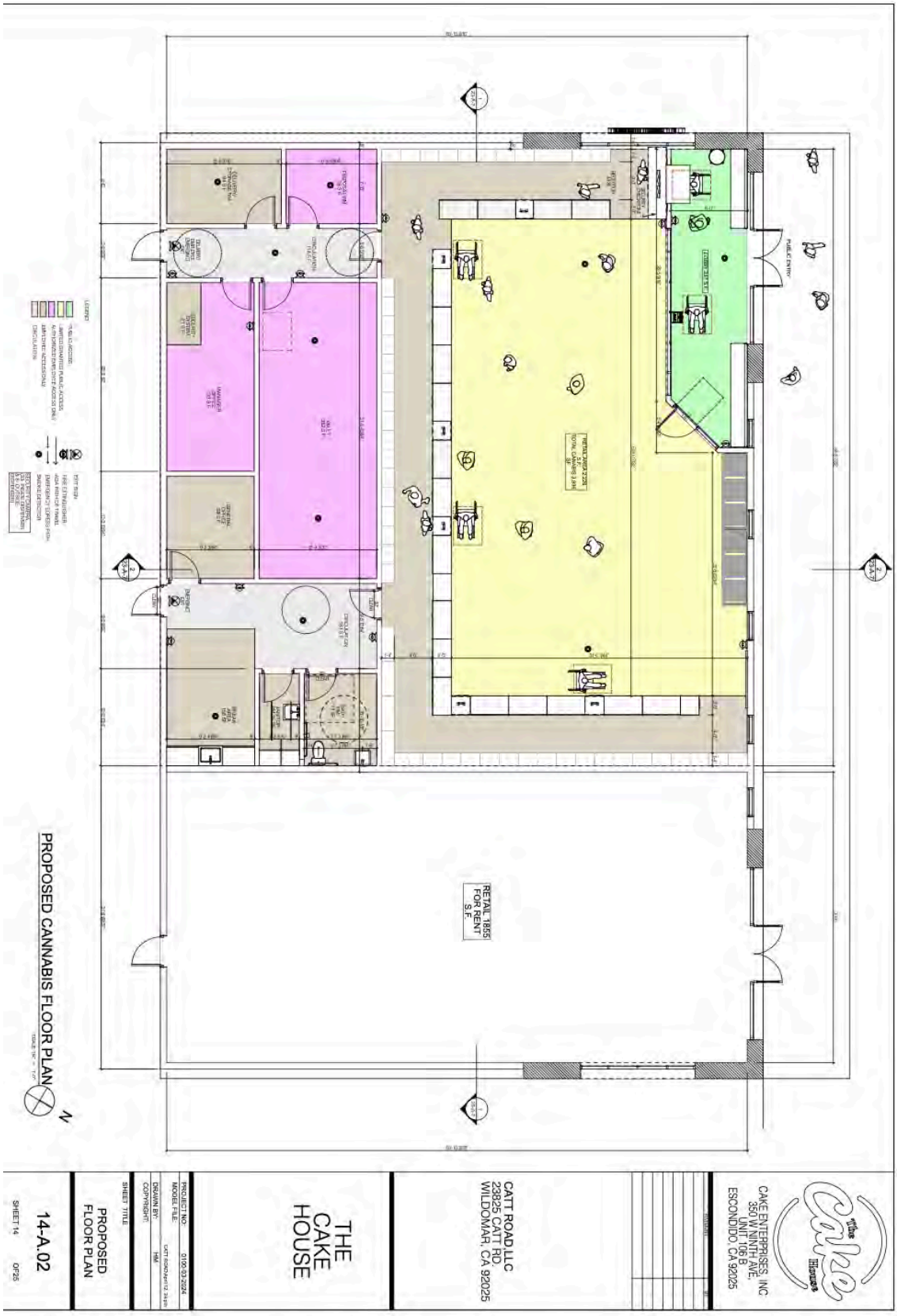
Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

6.4 Hours of Operation

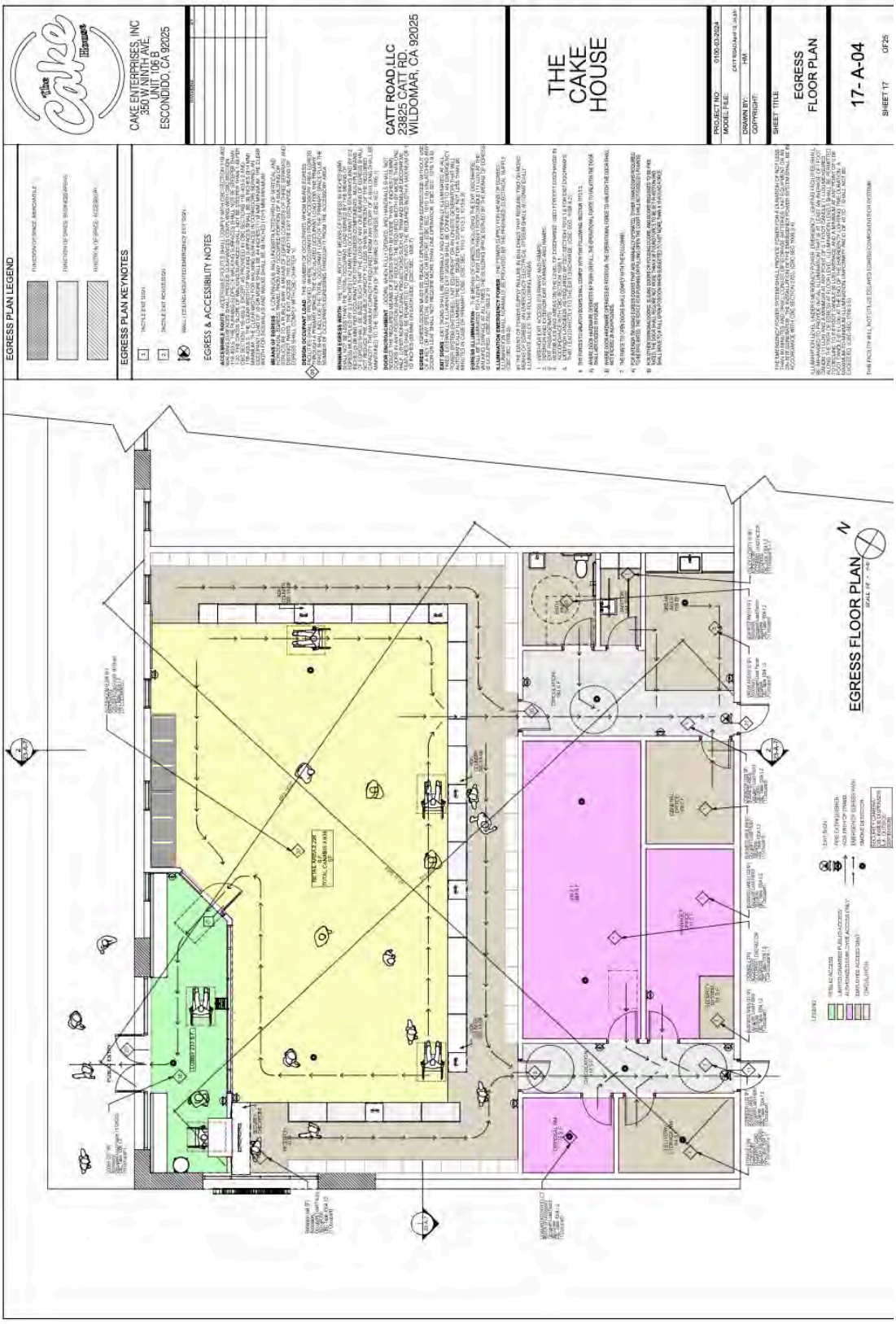
In compliance with 188 WMC § 5.76.120(A), Catt Road, LLC will only be open to the public and engage in sales between the hours of 8:00 am and 10:00 pm.

6.5 Number of Employees

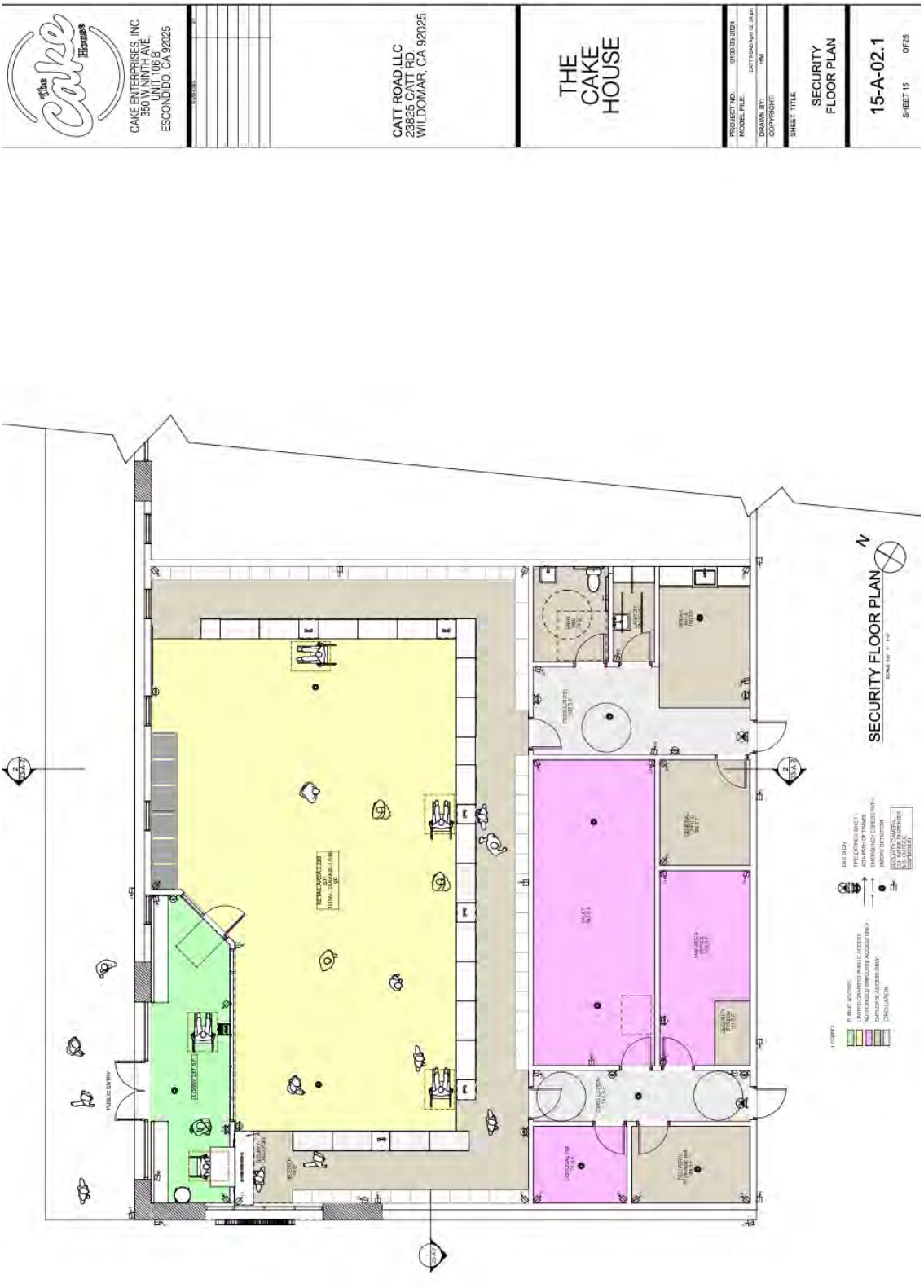
6.4 Floor Plan



6.4.1 Egress Plan



6.4.2 Security Plan



6.5 Delivery Plan

Catt Road, LLC plans to offer delivery services of cannabis products to individuals from the Catt Road facility. All sales will be conducted within the retail space of the proposed facility. Catt Road, LLC will not deliver cannabis or cannabis products to any location outside of California or to any location within California where the delivery of cannabis or cannabis products has been prohibited by the city or county.

Delivery Service Procedures

Catt Road, LLC will limit the hours of operation for delivery activities to the hours of 9:00 a.m. through 9:00 p.m. seven days a week or a reduced duration as stipulated through the discretionary permit.

OnFleet – Delivery Dispatch
Catt Road, LLC will utilize the high-end Onfleet software for driver and delivery dispatch. This will track deliveries to customers real time for full transparency and security.

The Onfleet platform is considered the best in the industry for final mile delivery services. The company was founded by a team of engineers from Stanford University and funded by some of Silicon Valley's top investors. Onfleet provides dispatchers with visibility to all deliveries in transit by tracking the GPS thru the phone of each driver. Using Onfleet and COVA, our transportation capabilities will boast the following features:

1. Ability to create shipping manifests which will contain the following:
    a. A unique Purchase Order number to track system receipts;
    b. Name, license number, and premises address for:
        i. The licensee who possesses the cannabis goods;
        ii. The licensee transporting the cannabis goods;
        iii. The licensee receiving the cannabis goods;
    c. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
    d. Date and time of activity;
    e. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
    f. Estimated date and time of arrival at each receiving premises;
    g. Driver license number for any person driving the transport vehicles;
    h. Make, model, and license plate number of transport vehicles; and
    i. Name and type of cannabis goods to be transported.
2. Ability to produce and store package and product tracking numbers.
    a. All cannabis products sold or transferred between cannabis facilities must have the tracking identification number that is assigned by the statewide monitoring system affixed, tagged, or labeled and recorded, and any other information required by the BCC, the act, and these rules.
3. Ability to digitally track and store information such as:
    a. Digital signature for delivery;
    b. Images of products picked-up and delivered; and
    c. Quantity and product type.

4. Ability to pull reports.
    a. Real-time inventory reports.
    b. Real-time location monitoring via GPS.
5. Digital route management.
    a. Creation of driver routes and sequence product delivery.
    b. Real-time driver notifications of any changes in a transportation route.
    c. Store route history.
    d. Store route notes.
    e. Log suspicious route activity.

Shipping Manifest

Catt Road, LLC will receive retail customer orders for delivery. These orders will be converted into outgoing shipments and assigned to drivers employed by the company. Pursuant to 16 CCR § 5049, all shipments of outgoing products will include a detailed shipping manifest. All transportation record keeping will be digitalized and be an output of the inventory tracking system with accurate inventory records. These will be notated as an outbound shipping manifest. Each shipping manifest will contain the following information:

1. Name, CUP number, and originating cannabis business address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods.
2. Name and address of the individual requesting delivery;
3. Date and time of activity;
4. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
5. Estimated date and time of arrival at each receiving premises;
6. Driver license number for any person driving the transport vehicle;
7. Make, model, and license plate number of transport vehicle;
8. Name and type of cannabis goods to be transported; and

The shipping manifest will be completed and transmitted into the track and trace system viewable by the BCC.

A physical copy of the shipping manifest will be carried in the transport vehicle at all times while transporting cannabis goods. The shipping manifest will be provided to law enforcement and Department of Consumer Affairs agents upon request.

Receipt of Inbound Shipments

Pursuant to 16 CCR § 5049(b)(6)(A), Catt Road, LLC will require that all **incoming retail products** have a detailed shipping manifest ready on arrival. All inbound shipments will have a detailed shipping manifest that can be used for receipt into the company's inventory tracking system, COVA.

It is expected that the licensed Transport Agent will carry a detail transportation manifest containing:

1. A unique Purchase Order number to track system receipts;
2. Name, license number, and premises address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods;

3. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
4. Date and time of activity;
5. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
6. Estimated date and time of arrival at each receiving premises;
7. Driver license number for any person driving the transport vehicle;
8. Make, model, and license plate number of transport vehicle; and
9. Name and type of cannabis goods to be transported.

Upon receipt of cannabis goods for transport, storage, or inventory, the company employee shall ensure that the cannabis goods received are as described in the shipping manifest and shall record acceptance and acknowledgment of the cannabis goods in the track and trace system.

If there are any discrepancies between the type or quantity specified in the shipping manifest, whether by type or quantity received by the licensee, the licensee shall record, and document the discrepancy in the track and trace system and in any relevant business record.

The shipping manifest will be completed by the distributor and transmitted in the track and trace system to the Bureau and receiving licensee.

Delivery Rules

Catt Road, LLC will adhere to the following rules regarding the vehicle used for delivery as aligned with both local and state laws regarding cannabis operations:

- Delivery employees who are carrying cannabis goods for delivery, will only travel in an enclosed motor vehicle where goods are locked in the trunk of the vehicle.
- While carrying cannabis goods for delivery, delivery employees shall ensure the cannabis goods are not visible to the public.
- Delivery employees will not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system.
- Pursuant to 16 CCR § 5417(d), a vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated GPS device. A dedicated GPS device must be owned by the licensee and used for delivery only.
- The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery.
- Using Onfleet technology, Catt Road, LLC will be able to identify the geographic location of all delivery vehicles that are making deliveries for the retailer and shall provide that information to the BCC upon request.
- Prior to commencing delivery operations, and prior to the use of any new car in delivery operations, Catt Road, LLC will provide the County and State regulating agencies with the following information for all vehicles that will be used to deliver cannabis or cannabis products: proof of ownership or a valid lease; the year, make model, color, license plate number, and Vehicle Identification Number and proof of insurance. The permittee shall notify the County in writing of any changes to this information within 30 calendar days of a change.
- Any motor vehicle used by a retailer to deliver cannabis goods is subject to inspection by the BCC. Vehicles used to deliver cannabis goods may be stopped and inspected by the BCC at any licensed premises or during delivery.

- Pursuant to 16 CCR § 5418(a), while making deliveries, delivery employees will not carry cannabis goods valued in excess of $5,000 at any time. This value will be determined using the current retail price of all cannabis goods carried by the delivery employees.
- Employees shall not consume cannabis goods while delivering cannabis goods to customers.

Delivery to a Physical Address

Pursuant to 16 CCR § 5416, Catt Road, LLC will only deliver cannabis goods to a physical address in California. Delivery to parks, schools or any other public facilities will be prohibited.

1. Employees will not leave the State of California while possessing cannabis goods.
2. Catt Road, LLC will not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.
3. Delivery personnel will follow the same protocol and policies of the retail facility in the verification of the recipient's age and necessary documentation for the receipt of cannabis or cannabis products.
    a. All delivery personnel will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Acceptable forms of documentation will be:
        i. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
        ii. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
        iii. A valid passport issued by the United States or by a foreign government.
    b. Those unable to produce acceptable forms of identification verifying they are of age top purchase will not be provided with cannabis products.

Delivery Payment Handling

Whenever possible, Catt Road, LLC will accept credit card payments through the company's website for cannabis deliveries. Credit card processing in the current landscape is always evolving and not always readily available. When Catt Road, LLC is required to accept cash from customers, the cash will be stored in small quantities inside the vehicle.

Catt Road, LLC will outfit all delivery vehicles with a secured storage container affixed in the passenger side of the vehicle on the floorboard, out of the public view. The storage container will contain a cash box inside the container affixed to the floorboard.

Upon receiving cash payments from a customer, the driver will use a digital code to open the storage container. Cash will be put inside of the cash box then the storage container will be returned to the locked position.

Upon arriving back to the retail facility, the driver will notify on-site security will be notified. The guard will watch the vehicle for suspicious activity. At that point in time, the storage container will be opened by the driver. The driver will remove the cash box from the storage container and carry it inside. Once it is inside the facility, it will go to the manager's office for reconciliation. After the cash has been counted, it will be moved to the vault for storage.

Number of Vehicles
At the onset of operations, Catt Road, LLC is budgeting for the purchase of 1 Tesla Model 3 vehicle to support its operation. As operations scale, additional vehicles will be purchased. As part of the company's due diligence, Catt Road, LLC is including the purchase of these vehicles in the start-up expenses identified in the Financial section of this plan.

Vehicle Records
Catt Road, LLC will maintain a database of all operational vehicles being used for the delivery of cannabis products. Within this database, Catt Road, LLC will create a file for each vehicle. This file will contain the following:

1. Copy of the Vehicle Inspection Report – signed and dated by the inspector;
2. Copy of the Vehicle Registration;
3. Photo image of the license plate;
4. Photo image of the vehicle;
5. Vehicle Make, Model, Year;
6. Copy of the Certificate of Insurance; and
7. Vehicle Maintenance Log

Vehicle Inspection Policy
In order to ensure that all vehicles remain in working order, Catt Road, LLC has created a Vehicle Inspection Checklist. All vehicles will be inspected when they are placed in service then the vehicle will undergo monthly inspections. The vehicle will be inspected by the Operations Manager or designee. Inspection reports will be scanned and saved into the vehicle's corresponding cloud file. Catt Road, LLC will use a professional mechanic for an Annual Certified Safety Inspection for each vehicle.

Preventative Maintenance
Catt Road, LLC will maintain a log for each vehicle that records preventative maintenance for each vehicle. This will include tracking of vehicle mileage and the following items.

- Oil Change / Filter / Lube;
- Standard PM Inspection;
- Tire Rotation;
- Diagnostic & Tune-Up;
- Service Brakes;
- Replace Belts;
- Tire Replacement;
- Battery Replacement; and
- Annual Certified Safety Inspection.

7. Neighborhood Compatibility Plan

Catt Road, LLC seeks to be an asset and a beneficial resource for the surrounding community. Catt Road, LLC intends to accomplish this through operating a safe and compliant retail facility that can be trusted by the community to provide safe – high quality products in the least disruptive manner possible.

Catt Road, LLC intends to create a business that aligns with the values and goals of the City and the City Culture. Catt Road, LLC believes that through commitment to implementing industry best practices within its operation and the desire to develop a state-of-the-art facility that lends to the common goals of environmental and community safety, the city can rest assured that Catt Road, LLC will diligently work to be a great fit for Wildomar. Catt Road, LLC will diligently look for ways to improve operationally and give back to the community at every opportunity. Catt Road, LLC will incentivize community members who do not use cannabis products by donating a percentage of sales to local non-profits in order to support youth recreation, arts, culture, disabled veterans, substance abuse programs, and environmental sustainability programs. In turn, community members who do not use cannabis will see the addition of Catt Road, LLC as a positive impact for the City of Wildomar.

7.1 COMMUNITY RELATIONS LIAISON

In accordance with 188 WMC § 5.76.110(M) and OCC § 11-446(a), Catt Road, LLC has hired a professional mapping service to identify all businesses and residents within 600 ft. of the facility. As part of the company efforts to proactively address issues in the community, Catt Road, LLC will provide these businesses with the name, phone number, facsimile number, and email address of the on-site community relations representative. This will allow the nearby property owners to contact Catt Road, LLC directly regarding potential issues that arise as a result of our business or patrons. Additionally, this individual will be the primary contact that the city can contact regarding operating concerns associated with the Catt Road, LLC business operations. Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days.

COMMUNITY RELATIONS DESIGNEE – Alex Dos Santos

Catt Road, LLC as designated Alex Dos Santos to serve as the company's Director of Public Relations.

Catt Road, LLC community liaison, Alex Dos Santos, will attend any and all meetings with the City Manager and/or other interested parties as deemed appropriate by the City Manager. Additionally, he will arrange and facilitate a neighborhood outreach meeting to collect feedback and concerns expressed by community members. Further public hearings will be held where Alex will provide details to the community on how any concerns will be addressed by the company.

Here, agenda topics will be to discuss costs, benefits, and other community issues arising as a result of implementation Commercial Cannabis businesses in the City. Catt Road, LLC will maintain the community liaison position and meet with the City Manager as often as deemed necessary. In addition to meeting with the City Manager the Community Relations Liaison will also do the following:

- Meet with the Police Chief regarding any security related measures or operation issues.

- Build, develop, and retain strong relationships with Catt Road, LLC business neighbors and clients.
- Public Relations; creating, managing, and promoting Catt Road, LLC within the Wildomar community.
- Formulate strategic marketing initiatives to increase brand recognition and equity within region.
- Identify, develop, and execute communication strategies.
- Present educational materials for internal staff and any public audiences.
- Resolve sensitive inquiries and/or complaints from internal staff, neighbors, and other persons within the community.
- Establish and maintain cooperative relationships with representatives of the community, participants, and public advocacy groups.
- Logging of marketing activities in CRM database.
- Attend relevant meetings and events within region as needed and/or required.
- Identify potential areas for growth.
- Act as Catt Road, LLC liaison to internal and external organizations.

7.2 PROACTIVE RESPONSE TO COMPLAINTS

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operation drive disruption, the Catt Road, LLC will welcome the feedback so that, as a company, they are able to work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from both customers and neighbors through a couple of different means.

First, as mentioned Catt Road, LLC will distribute a designated company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Catt Road, LLC's Director of Community Relations will provide her name, telephone number, and email address to both local city officials and all businesses and residents within 600 ft. of the facility, whom they can contact should any problems result from the operation of the business. Catt Road, LLC also sees this as an opportunity to get to know the neighbors and let the community know we care for their overall wellbeing.

Secondly, Catt Road, LLC will post a complaint form on our website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Public Relations, who will review them daily. The Director of Public Relations will share all operational concerns with the Director of Operations as well as hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

Below is an example of the complaint form we will make available via the company's website.

Customer Complaint Form

Name	
First Name	Last Name
Contact Information	
Phone Number	Email
Complaint Type	
Product/Experience	Community Impact
Complaint Details	
Date Issue Occurred	
Preferred Resolution	
Would you like someone to contact you?	
Yes	No

7.3 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY

Facility Design and Appearance

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways we can give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

Signage and Advertising

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

Facility Lighting

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that t

While Catt Road, LLC will require outdoor lighting to ensure the effectiveness of the security equipment, the team will be mindful of the surrounding neighbors, and, by all means possible, try to maintain minimal impact of nighttime lighting that may be disruptive.

Odor Mitigation

The Catt Road, LLC facility will also be equipped with state-of-the-art equipment to mitigate any odors that may seem offensive to others. In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility 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.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable 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.

ON SITE CONDUCT

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

These efforts will work to prevent any and all noise related problems associated with people gathering on the premises. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

8. Parking Analysis Plan

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)

BICYCLE PARKING

1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)

1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.

91 (TOTAL VEHICLE PARKING) / 33 = 2.75

TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED

PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

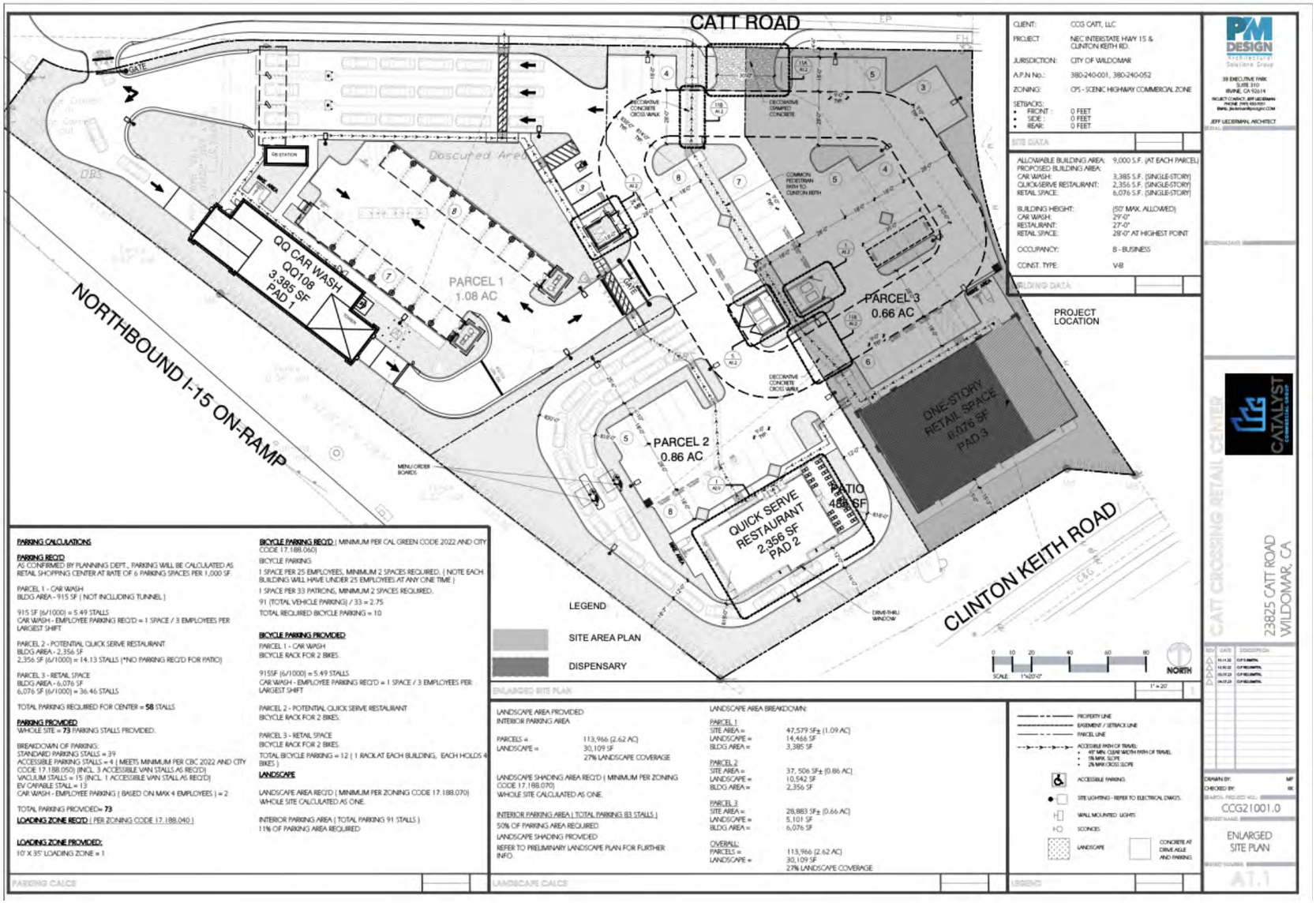
PARKING CALCS

8.1 Factors to Mitigate Parking Impact to Neighbors

Catt Road, LLC certainly wants to ensure that by adding a commercial cannabis retail facility to the Catt Road Crossings Retail Center that measures are in place to eliminate parking impacts to existing businesses in the retail center. In fact, in the experience of the CEO, neighboring businesses will actually benefit from the additional traffic created by adding a Cannabis Retail Facility to a shopping plaza. This is because new customers come to the plaza that may not have visited it previously. A customer may stop to by cannabis will then eat at one of the restaurants in the plaza, or shop at the market. It is a win-win for both businesses.

In order to mitigate the impact of parking on the neighbors in Catt Road Crossings Retail Center, Catt Road, LLC will do the following:

1. Ask customers to shop briefly during busy times during the day.
2. Ensure that there is ample staffing to quickly process customers during key times of the day. This includes lunch time and in the evening.
3. Provide information regarding the surrounding businesses to encourage shoppers at Catt Road, LLC to patronize the other businesses.
4. Post bus routes and encourage shoppers to utilize the Riverside Transit Agency (routes 8 and 23).
5. Encourage customers to ride their bikes to the store and offer on-site bicycle racks.



CLIENT: CCG CATT, LLC

PROJECT: NEC INTERSTATE HWY 15 & CLINTON KEITH RD.

JURISDICTION: CITY OF WILDOMAR

A.P.N No.: 380-240-001, 380-240-052

ZONING: CPS - SCENIC HIGHWAY COMMERCIAL ZONE

SETBACKS:
- FRONT: 0 FEET
- SIDE: 0 FEET
- REAR: 0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

PARKING CALCULATIONS

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CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

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LOADING ZONE PROVIDED:
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TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
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BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
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PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
5% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

PARKING CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1
SITE AREA =	47,579 SF± (1.09 AC)
LANDSCAPE =	14,466 SF
BLDG AREA =	3,385 SF

PARCEL 2
SITE AREA =	37,506 SF± (0.86 AC)
LANDSCAPE =	10,542 SF
BLDG AREA =	2,356 SF

PARCEL 3
SITE AREA =	28,883 SF± (0.66 AC)
LANDSCAPE =	5,101 SF
BLDG AREA =	6,076 SF

OVERALL:
PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE CALCS

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- PARCEL LINE
- ACCESSIBLE PATH OF TRAVEL:
  - 48" MIN. CLEAR WIDTH PATH OF TRAVEL
  - 5% MAX. SLOPE
  - 2% MAX. CROSS SLOPE
- ACCESSIBLE PARKING
- SITE LIGHTING - REFER TO ELECTRICAL DWGS.
- WALL MOUNTED LIGHTS
- SCONCES
- LANDSCAPE
- CONCRETE AT DRIVE AISLE AND PARKING

LEGEND

PM DESIGN
Architecture Solutions Group
39 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 450-1001
EMAIL: jliederman@pmsgarc.com
JEFF LIEDERMAN, ARCHITECT

CATALYST
COMMERCIAL REAL ESTATE

CATT CROSSING RETAIL CENTER
23825 CATT ROAD
WILDOMAR, CA

NO	DATE	DESCRIPTION
1	10.11.22	CUP 1 SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.17.23	CUP RESUBMITTAL
4	04.27.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK
CCG21001.0

ENLARGED SITE PLAN

AT.1

9. Title Report

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

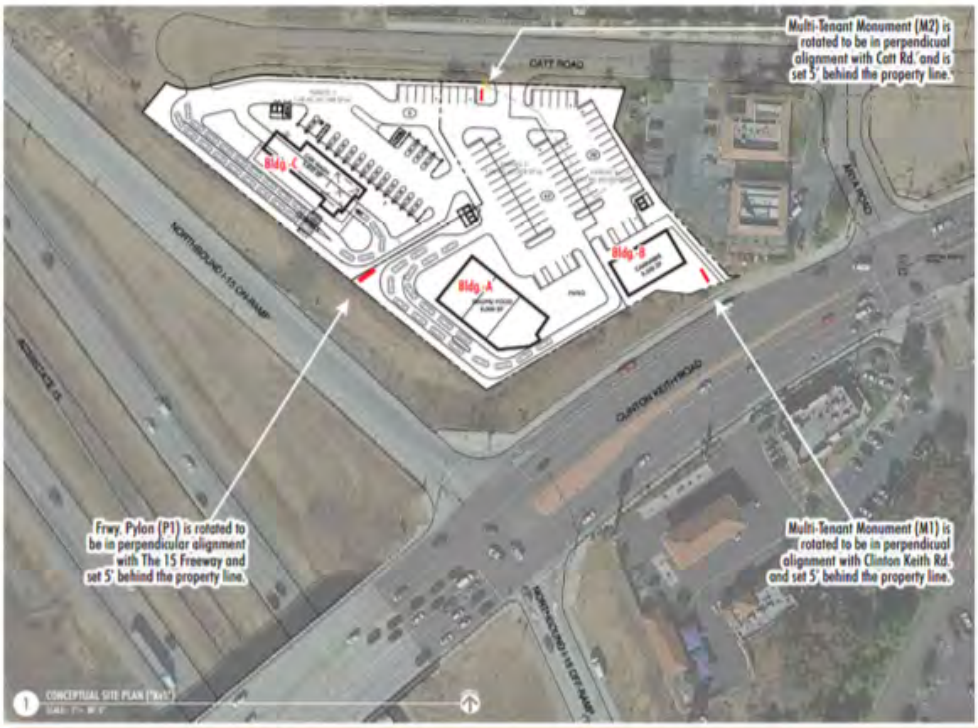
SELLER:

CCG Catt, LLC, a California limited liability company

By: Mark R. Cooper
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program - October 13th, 2021

10. Aerial Photograph



11. Not Currently Permitted for Non-Cannabis Infused Food Products

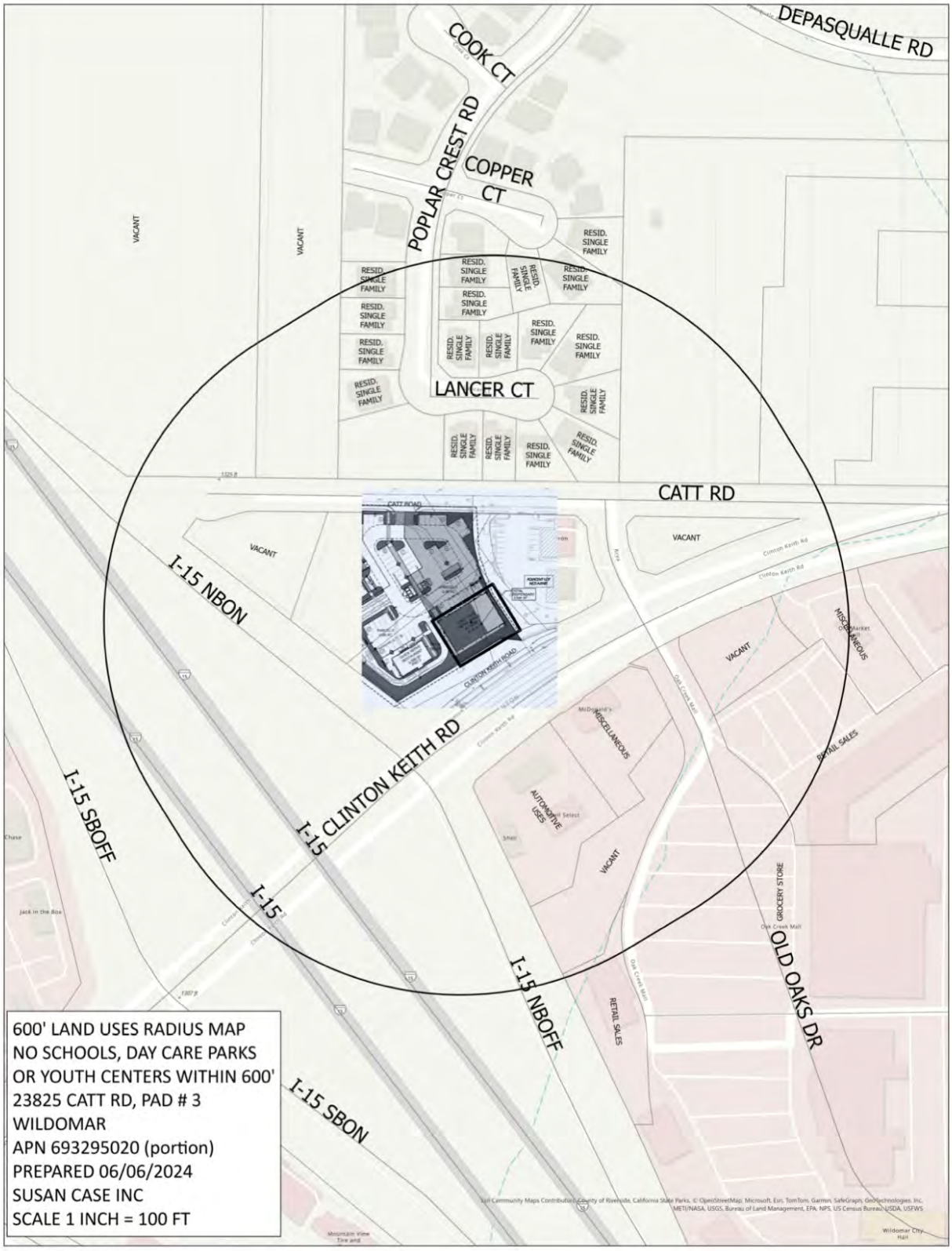
I, Saad S. Pattah, owner of Catt Road, LLC, hereby confirm that the proposed premises is NOT currently permitted by the State of California or County of Riverside for the production of non-cannabis infused food products.

Saad S. Pattah
Owner
Catt Road, LLC

12.1 100’ Radius of Project Site



13.2 600’ Radius of Project Site

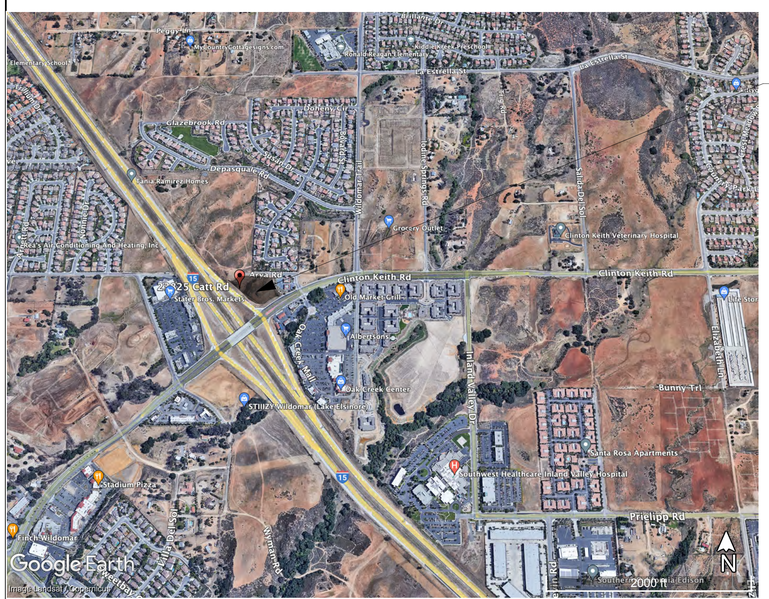


14. Development Plans





CATT CROSSING RETAIL CENTER


Google Earth
2000 ft
Clinton Keith Rd
Prielipp Rd
Bunny Trl
Santa Rosa Apartments
Clinton Keith Veterinary Hospital
Grocery Outlet
Old Market Grille
Albertsons
Old Creek Mall
Old Creek Center
STIIIZY Wildomar (Lake Elsinore)
Southwest Healthcare Inland Valley Hospital
Stater Bros. Markets
Depasquale Rd
Glazebrook Rd
Antelope Rd
Murrieta Hot Springs Rd
Sunset Ave
Stadium Pizza
Birch Wildomar
McAdam Dr
Pourhouse
Elementary School
Mountain Valley Landscaping
Los Rancheros Taco Shop
Rancho Family Dental
Lake Elsinore Auto Parts
Lake Elsinore Auto Parts
Lake Elsinore Auto Parts



14996-Catt Crossing - View 3-02-15-2023



14996-Catt Crossing - View 1-02-15-2023



14996-Catt Crossing - View 3-03-06-2023



14996-Catt Crossing - View 1-03-06-2023

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

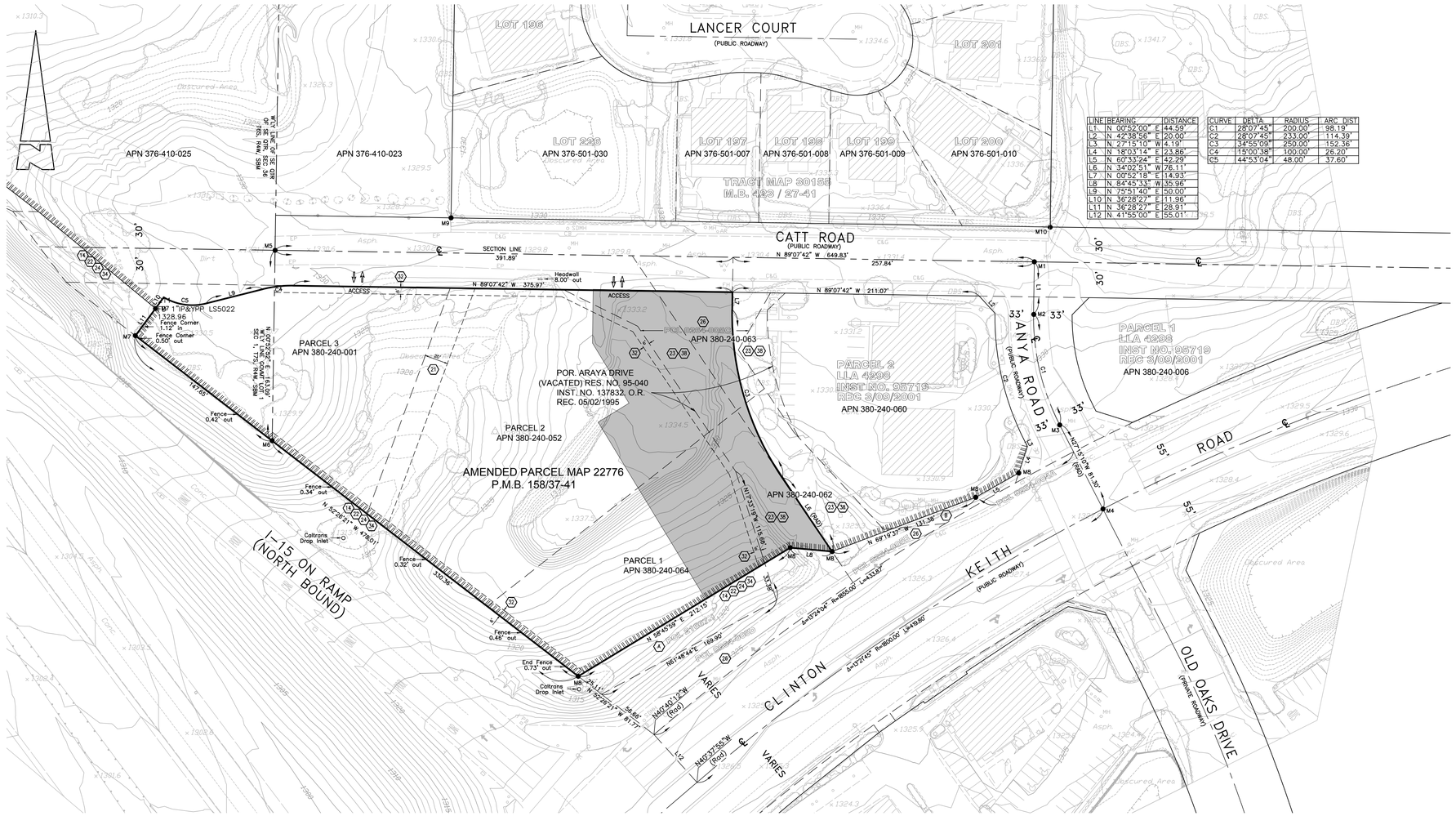
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

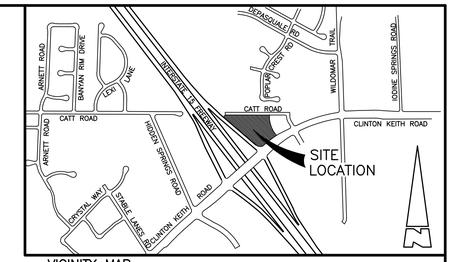
02-T.02

SHEET 2 OF25



LINE	BEARING	DISTANCE
L1	N 00°52'00" E	44.59'
L2	N 42°38'56" E	20.00'
L3	N 27°15'10" W	14.19'
L4	N 18°03'14" E	23.86'
L5	N 60°33'24" E	42.29'
L6	N 34°02'51" W	76.11'
L7	N 00°52'18" E	114.93'
L8	N 84°45'33" W	35.96'
L9	N 75°51'40" E	50.00'
L10	N 36°28'27" E	11.96'
L11	N 36°28'27" E	28.91'
L12	N 41°55'00" E	55.01'

CURVE	DELTA	RADIUS	ARC DIST
C1	28°07'45"	200.00'	98.19'
C2	28°07'45"	233.00'	114.39'
C3	34°55'09"	250.00'	152.36'
C4	15°00'38"	100.00'	26.20'
C5	44°53'04"	48.00'	37.60'



VICINITY MAP
NOT TO SCALE

OWNER:
CHOA MURRIETA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KYUNGJA CHO, AN UNMARRIED WOMAN

SITE ADDRESS:
VACANT LAND, WILDOMAR, CA. 92595

TITLE COMPANY:
FIRST AMERICAN TITLE INSURANCE COMPANY
3281 E GUASTI ROAD, SUITE 440,
ONTARIO, CA. 91761
(909) 510-6200
ATTN: ROGER DERILO/NOYRA KAMPER

SITE AREA:
GROSS ACREAGE: 2.616 ACRES

SURVEYOR:
KWC ENGINEERS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA 92881
(951) 734-2130
ATTN.: THOMAS CASELDINE, P.E., P.L.S.

ASSESSOR PARCEL NO:
380-240-052
380-240-001
PORTION OF 380-240-063
380-240-064
PORTION OF 380-240-062

SURVEYOR'S NOTES:
BOUNDARY LINES ..... WERE ESTABLISHED FROM RECOVERED CITY COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY. NO MONUMENTATION HAS BEEN SET, A WITNESS MARKER HAS BEEN PLACED AT MAJOR CORNERS WHERE NO MONUMENTATION WAS FOUND.

BUILDINGS ..... PARCELS 1, 2 & 3 ARE VACANT LAND. THERE ARE NO BUILDINGS.

CEMETERY ..... THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

EARTHWORK ..... NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK. BUILDING CONSTRUCTION NOR BUILDING ADDITIONS.

PHYSICAL ACCESS ..... PROPERTY HAS PHYSICAL ACCESS TO CATT ROAD A DULY DEDICATED PUBLIC RIGHT OF WAY.

TOPOGRAPHY ..... TOPOGRAPHY SHOWN HEREON IS PER AN AERIAL FLIGHT DATED 12/22/21 BY INLAND AERIAL. GROUND FIELD TOPOGRAPHY WAS CONDUCTED BY KWC FIELD SURVEY ON 12/28/21.

SOLID WASTE DUMP ..... NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

CLOSEST INTERSECTING STREET..... THE CLOSEST INTERSECTING STREET IS LOCATED NORTH 30' AND EAST 258' (CATT ROAD AND ARYA DRIVE).

UTILITIES LOCATIONS ..... 1.) PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS. THEIR SOURCE IS UNKNOWN. THE USER OF THIS MAP SHOULD RELY ON SUCH MARKINGS AT THEIR OWN RISK.
2.) POWER POLES ARE SHOWN HEREON AND ALL ARE IN THEIR RESPECTIVE EASEMENTS AS PER ITEM 11 OF EXCEPTIONS.

GAPS & OVERLAPS ..... PROPERTY AS ESTABLISHED HEREON IS FREE OF GAPS AND /OR OVERLAPS WITH SURROUNDING PROPERTIES.

STREET OBSERVATIONS... NO RECENT STREET OR SIDEWALK REPAIRS OR CONSTRUCTION WERE OBSERVED AT THE TIME OF THE SURVEY.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P474+4". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK:
BENCH MARK NO. T-58-81; ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER; DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.01' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

FLOOD ZONE DESIGNATION:
BY GRAPHIC PLOTTING ONLY, THE LAND SHOWN HEREON IS DESIGNATED AS BEING IN ZONE "X" PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 06065C2705G, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 28, 2008 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), DESIGNATED AREA BEING DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1" ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE." NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATION:
TO:
CHAO MURRIETA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
KYUNGJA CHO,
CCG CATT LLC,
FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11 (OBSERVED EVIDENCE ONLY), 14, 16, 17 AND 19.

THE FIELD WORK WAS COMPLETED ON MAY 03, 2022

DATE OF PLAT OR MAP: MAY 04, 2022

Thomas Caseldine 5/04/2022
THOMAS M. CASELDINE DATE
L.S. 9029

PROFESSIONAL LAND SURVEYOR
THOMAS M. CASELDINE
No. 9029
STATE OF CALIFORNIA

TITLE INFORMATION:
THE TITLE DESCRIPTION AND EXCEPTION ITEMS SHOWN HEREON WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-1086834-ONT1 DATED SEPTEMBER 20, 2021 AND HAVE THE SAME NUMERICAL DESIGNATION AS IN THOSE REPORTS.

EASEMENTS:
PLOTTABLE EASEMENTS ARE SHOWN FROM AN OWNER-SUPPLIED TITLE REPORT INDICATED BY A "⟨⟩". NON-PLOTTABLE EASEMENTS ARE INDICATED BY "□" ALL WITHIN THE "EXCEPTION" ITEMS OF THE TITLE REPORT.

(14) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 06, 1955 AS INSTRUMENT NO. 22388, MAY 24, 1978 AS INSTRUMENT NO. 104062, AND OCTOBER 11, 1979 AS INSTRUMENT NO. 216332 ALL OF OFFICIAL RECORDS. (AFFECT THE WESTERLY AND SOUTHERLY BOUNDARY)

(21) AN EASEMENT FOR DRAINAGE PURPOSES AS SHOWN OR DEDICATED ON THE MAP OF AMENDED PARCEL MAP 22776 RECORDED AUGUST 08, 1989 AND ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(22) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS.

(23)(36) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS.

(24) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED DECEMBER 14, 2010 AS INSTRUMENT NO. 2010-0598558 OF OFFICIAL RECORDS. (AFFECTS PARCEL 3)

THE ABOVE DOCUMENT WAS RE-RECORDED MAY 09, 2011 AS INSTRUMENT NO. 2011-0204321 OF OFFICIAL RECORDS.

(26) TRANSFER OF TITLE OF PARCELS 0264-005C, 0264-005D & 0264-005E PER DEED EXECUTED BY COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA TO CITY OF WILDOMAR, A MUNICIPALITY OF THE STATE OF CALIFORNIA, RECORDED JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS. (GRANTEE OF QUIT CLAIM DOES NOT APPEAR TO BE ENTITY CAPABLE OF ACQUIRING TITLE TO REAL PROPERTY ON PARCEL No. PCL 0264-005C) (PLOTTED HEREON)

(32) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 13, 1978 AS INSTRUMENT NO. 261602 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(34) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 AND CLINTON KEITH ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(39) THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT, PURSUANT TO SECTION 8345 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, TO PRESERVE A PUBLIC EASEMENT IN CLINTON KEITH ROAD AS THE SAME WAS VACATED BY THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

EASEMENTS OR OTHER ENTITLEMENTS NOT SHOWN ON ABOVE MENTIONED TITLE REPORT

(A) FINAL ORDER OF CONDEMNATION OF A PORTION OF PARCEL 1 FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES DESIGNATED AS PARCEL 21667-1 IN THE DOCUMENT RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(B) GRANT DEED TO THE CITY OF WILDOMAR FOR A PORTION OF CLINTON KEITH ROAD FOR RIGHT OF WAY PURPOSES DESIGNATED AS PARCEL 0264-004A IN THE DOCUMENT RECORDED FEBRUARY 24, 2011 AS INSTRUMENT NO. 2011-0084975 OF OFFICIAL RECORDS. (PLOTTED HEREON)

MONUMENT NOTES:
- ● INDICATES FOUND MONUMENT AS INDICATED.
- ( ) INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41, UNLESS OTHERWISE NOTED
- [ ] INDICATES RECORD DATA PER DEED OR TITLE REPORT. (AS NEEDED)
- R1 INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY RS 141/13-15.
- R3 INDICATES RECORD DATA PER C.O.C. RECORDED 9/20/2011 AS INST. NO. 2011-0415389 AFFECTING TRACT NO. 30155 MB 423/27-41.
- R4 INDICATES RECORD DATA PER PARCEL MAP NO. 9637, P.M.B. 58/1-5.
- S.F.N. INDICATES SEARCHED, FOUND NOTHING
- (R&M) INDICATES RECORD AND MEASURED
- M1 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CATT ROAD AND ARYA DRIVE.
- M2 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE N'LY EC OF ARYA DRIVE.
- M3 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE S'LY BC OF ARYA DRIVE.
- M4 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CLINTON KEITH ROAD AND ARYA DRIVE.
- M5 – FD. 1" IP, TAGGED LS 7910, DOWN 0.60' PER R2 & R3. ACCEPTED AS THE NW'LY CORNER OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM PER R1.
- M6 – FD. 1" IP, TAGGED LS 3698, FLUSH PER R2 & R4. ACCEPTED AS INTERSECTION OF POINT ON W'LY LINE OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM AND N'LY RIGHT OF WAY OF NORTH BOUND ON-RAMP OF I-15 PER R2.
- M7 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, DOWN 0.20 PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF THE NORTH BOUND ON-RAMP OF I-15 PER R2.
- M8 – FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 5022, FLUSH PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF CLINTON KEITH PER R2.
- M9 – FD. 3/4" BRASS TAG AND NAIL SET IN CONCRETE; ACCEPTED AS SW COR OF TRACT 30155 PER M.B. 423/27-41.
- M10– FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 7910, FLUSH WITH AC PER R2. PT BEARS 0.13' SOUTH OF ROW. ACCEPTED 0.13' OFFSET TO THE SE CORNER OF TRACT 30155 PER M.B. 423/27-41.

BOUNDARY ESTABLISHMENT SHEET
40 0 40' 80' 120'
SCALE IN FEET

SITE AREA PLAN

LEGEND OF SYMBOLS & ABBREVIATIONS:
SYMBOLS

o—☼	STREET LIGHT	ICV	IRRIGATION CONTROL VALVE
☼	LIGHT	IRRG	IRRIGATION
☼TS	TRAFFIC SIGNAL	N'LY	NORTHERLY
□CB	CATCH BASIN	PAV	PAVEMENT
□ DI	DROP INLET	P.P.	POWER POLE
O S	SIGN	PT	POINT
FH	FIRE HYDRANT	RET	RETAINING
-o- PP	POWER POLE	SW	SIDEWALK
-o- TPP	TEMPORARY POWER POLE	SMH	SEWER MANHOLE
□ M	METER	SD	STORM DRAIN
O	POST	S'LY	SOUTHERLY
OV	VALVE	W'LY	WESTERLY
●B.O.	BLOW OFF	CLF	CHAIN LINK FENCE
A/V	AIR RELEASE VALVE	WIF	WROUGHT IRON FENCE
OMH	MANHOLE		
□UB	UTILITY BOX		
O U/O	UNDEFINED OBJECT ROUND		
□U/O	UNDEFINED OBJECT SQUARE		
ASPH	ASPHALT		
BLDG	BUILDING		
C&G	CURB & GUTTER		
CL	CENTERLINE		
CONC	CONCRETE		
COR	CORNER		
DRWY	DRIVEWAY		
E'LY	E'LY = EASTERLY		
EP	EDGE OF PAVEMENT		
(OH)	OVERHEAD UTILITY		

LINE TYPES

	RIGHT OF WAY/PARCEL LINE
	BOUNDARY
— — — — —	BUILDING SETBACK
——— – ———	CENTERLINE
— — — — —	EASEMENT
	CURB AND GUTTER
-x-x-x-x-	FENCE
	RETAINING WALL
	RESTRICTIVE ACCESS RIGHTS

NOTE: NOT ALL SYMBOLS/ ABBREVIATIONS MAY BE USED.

LEGAL DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052-6 (AFFECTS PARCEL 2) AND 380-240-001-0 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063
PARCELS 2 AND 3 OF PARCEL MAP NO. 22776, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 2 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062
PARCEL 1 OF PARCEL MAP NO. 22776, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 1 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER OF CONDEMNATION RECORDED ON AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813 BOTH OF OFFICIAL RECORDS.

MARK	REVISIONS	DATE
1	REVIEWED & VERIFIED NO ADDITIONAL EASEMENTS WITH ABANDONED ROADWAY TO E'LY ADJACENT PARCEL, ADD ADDITIONAL FOUND MONUMENTS	5/04/22

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 CORONA, CA 92881-3370 951-734-2130

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1"=40'	5/04/22	LLC	TMC

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PREPARED FOR: CCG CATT, LLC
J.N. 2021.2214.1

SHEET NO. 1 OF 1 SHTS.

G:\21\2214\SURVEY\MAPS\ALTA\Retrieved\2214-ALTA.dwg

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be contacted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 11. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 1994 or later.

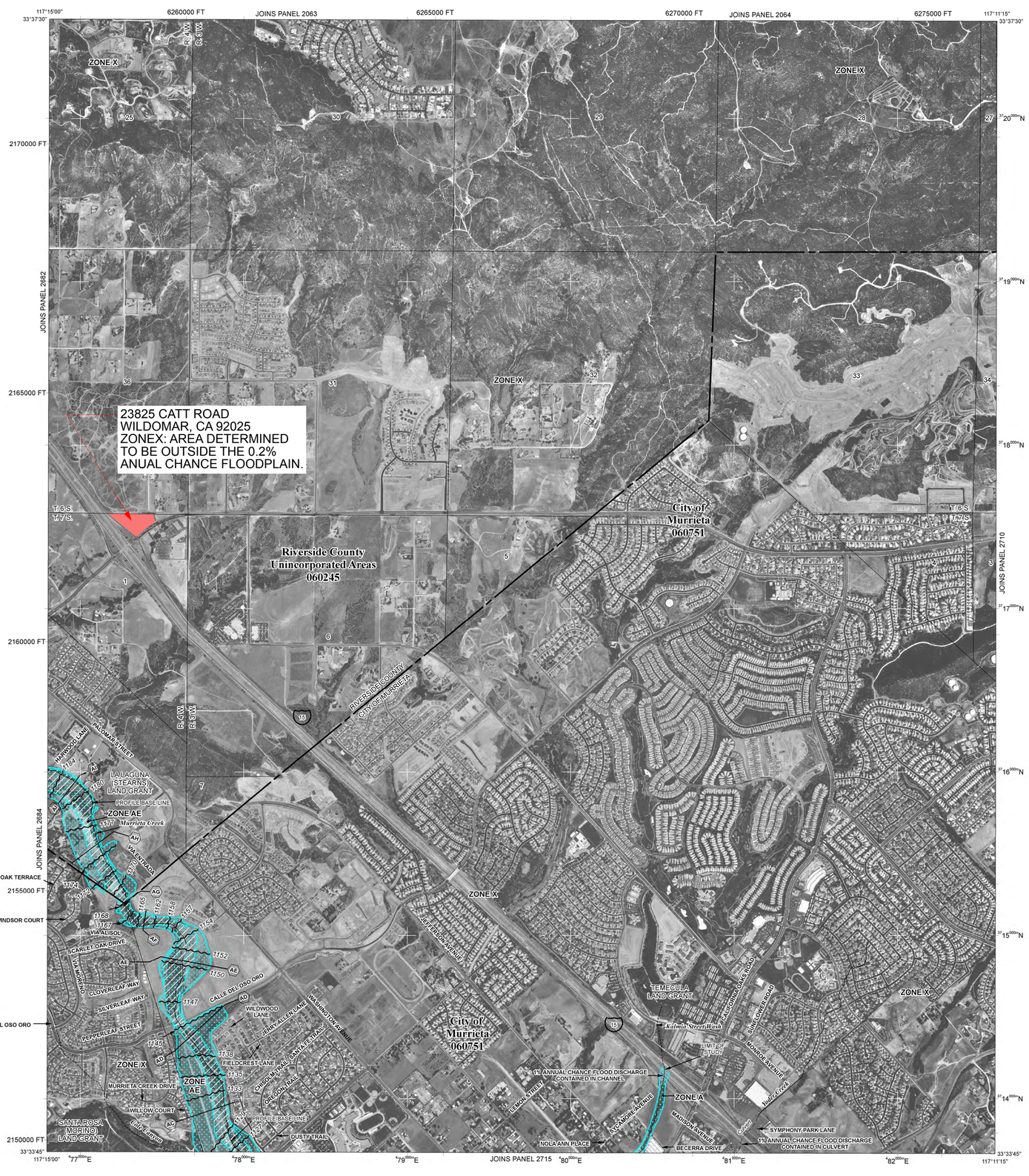
This map may reflect more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3776000mN — 1000-meter Universal Transverse Mercator grid values, zone 11N
- 600000 FT — 5000-foot grid ticks: California State Plane coordinate system, zone VI (FIPSZONE 0406), Lambert Conformal Conic projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
August 28, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 2705G

FIRM

FLOOD INSURANCE RATE MAP

RIVERSIDE COUNTY, CALIFORNIA AND INCORPORATED AREAS

PANEL 2705 OF 3805

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

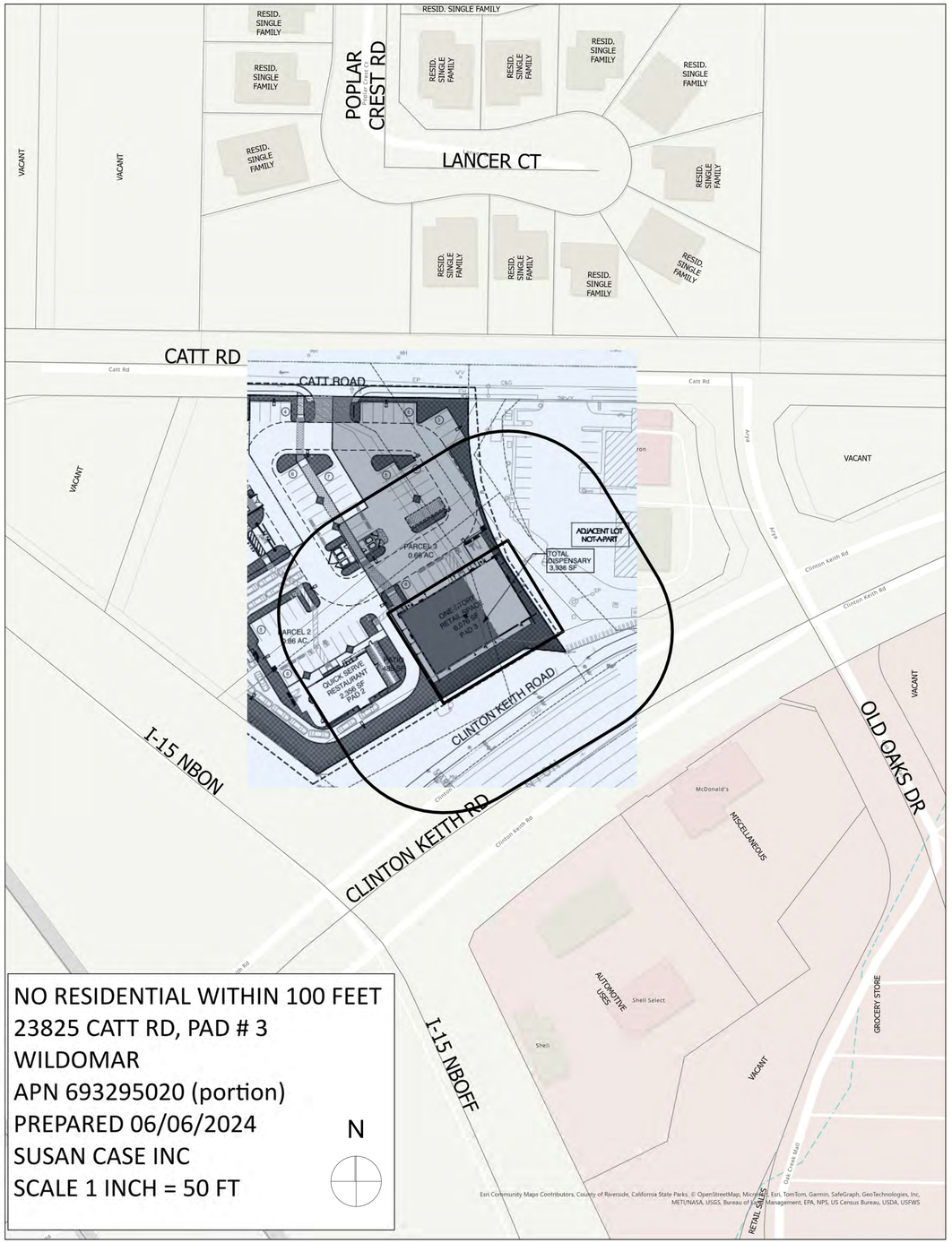
COMMUNITY	NUMBER	PANEL	SUFFIX
MURRIETA, CITY OF	060751	2705	G
RIVERSIDE COUNTY	060245	2705	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
06065C2705G

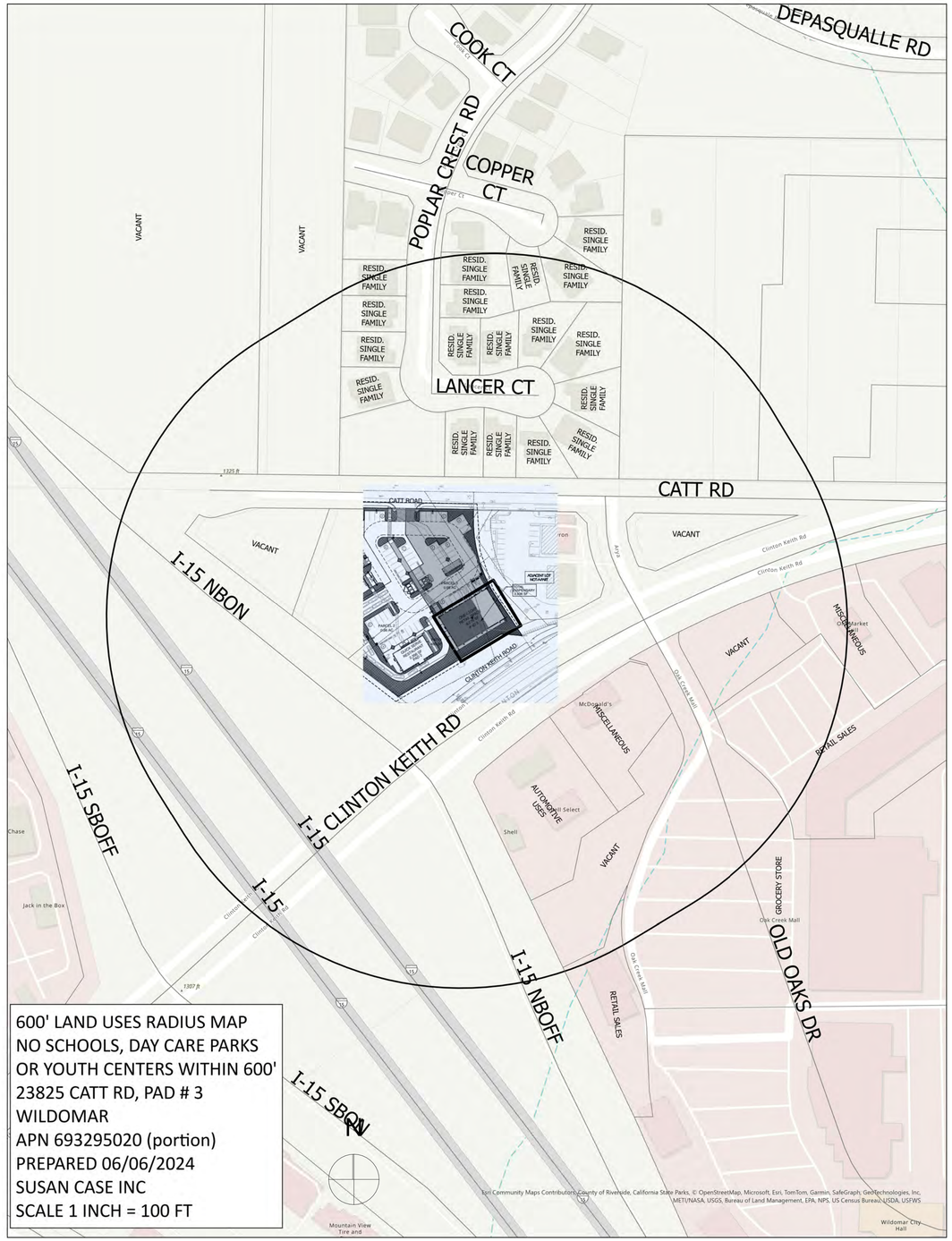
EFFECTIVE DATE
AUGUST 28, 2008

Federal Emergency Management Agency



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

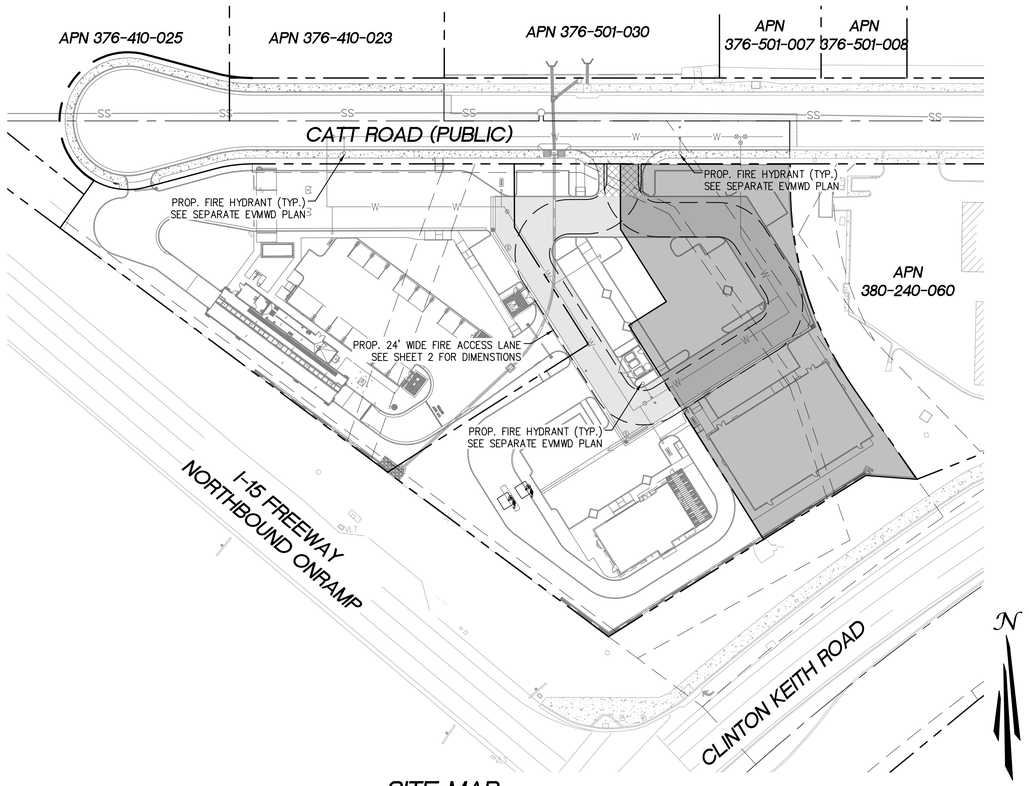
05-

SHEET 5 OF25

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

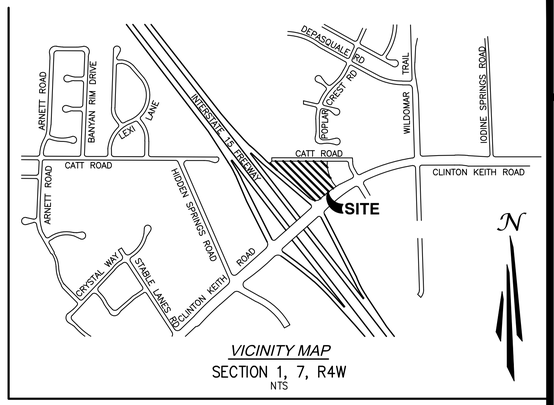
CATT CROSSINGS RETAIL CENTER

FIRE ACCESS PLAN



SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 1, 7, R4W

NTS

SITE AREA PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BCR	BEGIN CURB RETURN
C&G	CURB AND GUTTER
CB	CATCH BASIN
CL	CENTERLINE
D.I.	DUCTILE IRON
DWY	DRIVEWAY
ECR	END CURB RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISH SURFACE
HP	HIGH POINT
L/LT	LEFT
LP	LOW POINT
PCC	POINT COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
R/RT	RIGHT
R/W	RIGHT OF WAY
SBL	SET BACK LINE
STR	STREET
TB	TOP OF BERM
TC	TOP OF CURB
VC	VERTICAL CURVE

INDEX OF SHEETS:

1. TITLE SHEET
2. FIRE ACCESS PLAN

GENERAL NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
2. THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEARING OF THE WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITEE MUST INFORM COUNTY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
   PHONE: (951) 955-6790 FOR PERMIT CASES (CUP, PUP, PP OR VOLUNTARY MS CASES.),CABAZON AND AREA WEST.
   PHONE: (951) 955-6885 FOR PARCEL AND TRACT MAPS.
   PHONE: (760) 342-8267 FOR PERMIT CASES EAST OF CABAZON.
3. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 1220 AND 1221.
4. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR AND RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
5. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
6. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAINS.
7. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS FOR PARCEL AND TRACT MAPS SHALL BE TAKEN AND MAY BE TAKEN FOR PERMIT CASES BY THE COUNTY AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN 14 DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
11. PRIME COAT IS REQUIRED PRIOR TO PAVING ON ALL GRADES IN EXCESS OF TEN PERCENT.
12. STREETLIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.
13. AS DETERMINED BY THE TRANSPORTATION DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
14. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY COMPREHENSIVE LANDSCAPING GUIDELINES DATED OCTOBER 2009.
15. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS NOT PART OF THIS PROJECT ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT.
16. A. CONSTRUCTION PROJECTS MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
    B. PRIOR TO ANY CONSTRUCTION, THE DEVELOPER SHALL PROVIDE THE COUNTY A COPY OF THE NOI WITH A VALID WDID NUMBER.
17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
18. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE TRANSPORTATION DEPARTMENT.
19. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # _____ ON THE PLAN.
20. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE CITY AND OR CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THEIR RIGHT-OF-WAY.
21. ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
22. ALL BMPs WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE CITY OF WILDOMAR AS A PART OF THE CFD.

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: BRANDON HUMANN
(951)348-3000
BHUMANN@CATALYSTRETAIL.COM

SCOPE OF WORK

24' WIDE FIRE DEPARTMENT ACCESS LANE WITHIN PROPOSED COMMERCIAL DEVELOPMENT.

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER ALFREDO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

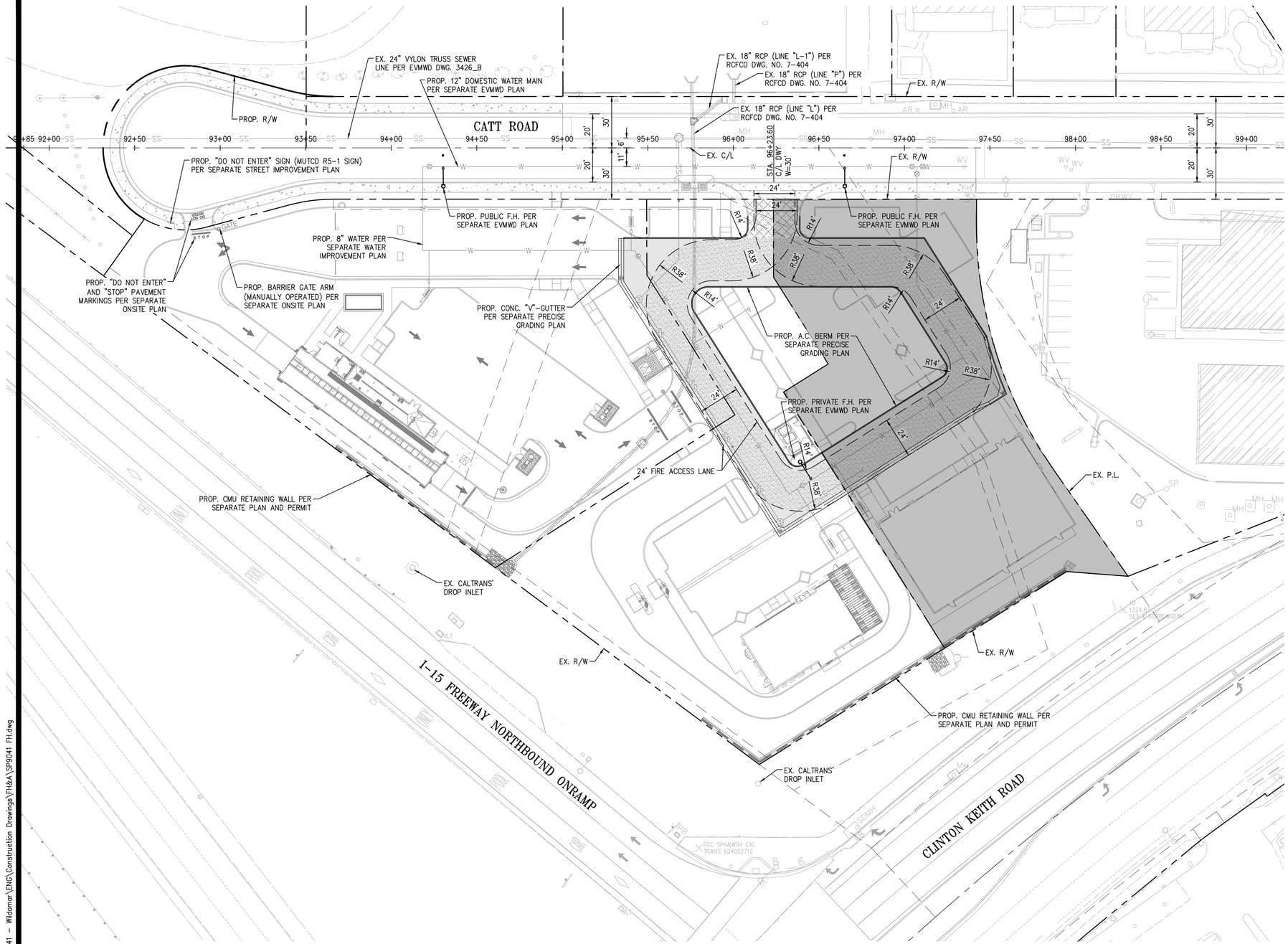
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

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Orange County · Riverside · Sacramento · Denver · Boise · Dallas · Atlanta
San Luis Obispo

TITLE SHEET

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 TS.dwg



LEGEND

- 200' — FINISHED CONTOUR
- (200') — EXISTING CONTOUR
- RIGHT OF WAY
- STREET CENTERLINE
- EXISTING EASEMENT
- 24' WIDE FIRE ACCESS LANE
- PROPOSED AC PAVEMENT (SURFACED TO BE ALL WEATHER DRIVING)
  4" A.C./13.2" A.B.
  ASSUMED T.I. = 7
  DESIGNED TO SUPPORT 75,000LBS
  REFER TO SEPARATE PRECISE GRADING PLAN FOR PAVING NOTES

SITE AREA PLAN

N

0 30' 60'

SCALE: 1" = 30'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER LEANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

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Santa Ana, CA 92705
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Since 1964

FIRE ACCESS PLAN

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

1st Plan Check Submittal

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 FH.dwg

SEWER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC SDR 35 IS THE SEWER PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN SEWER AND WATER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARDS AND THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.

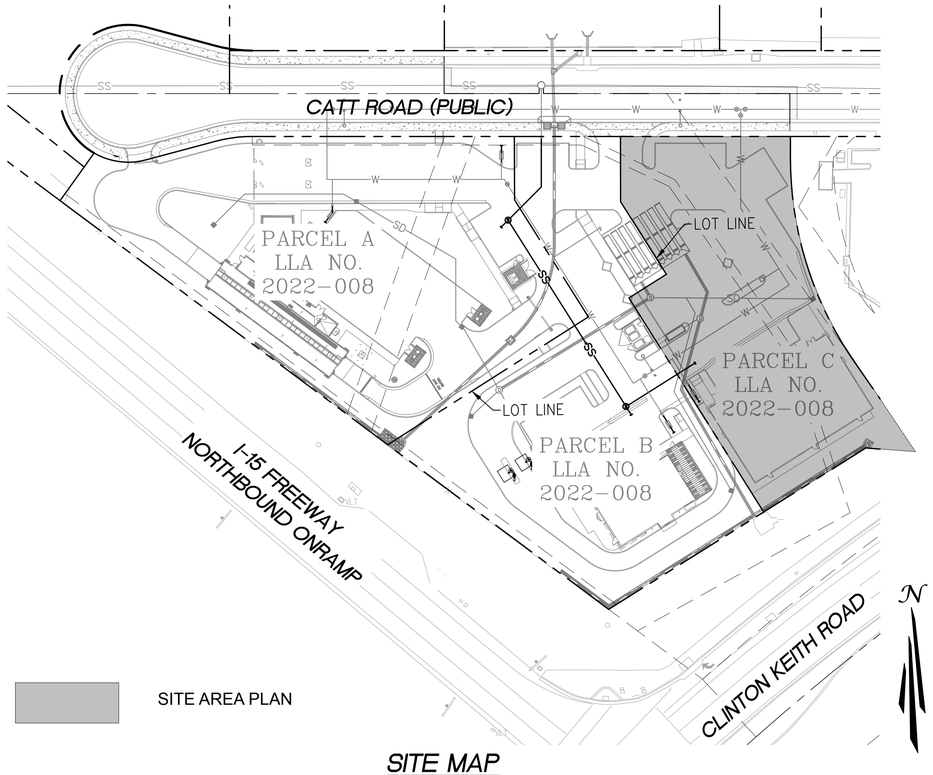
WATER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC CLASS 200 C-900 IS THE TYPE OF PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN WATER AND SEWER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARD AND 2022 EDITION OF THE CALIFORNIA BUILDING CODE.

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSING RETAIL CENTER

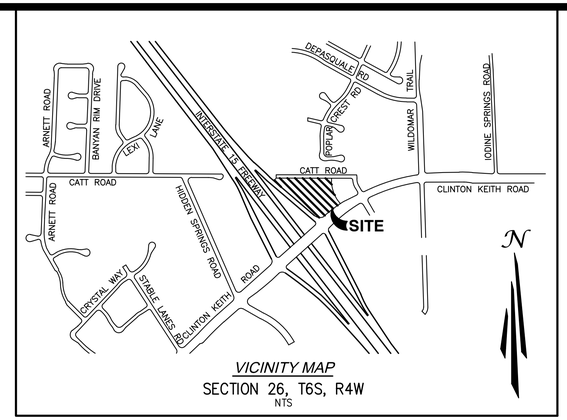
PRIVATE WATER & SEWER PLAN



SITE AREA PLAN

SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 26, T6S, R4W

NTS

INDEX OF SHEETS:

1. *TITLE SHEET*
2. *PRIVATE WATER AND SEWER PLAN*

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: MARK R. COOPER
(913) 915-6538
MARKC@CATALYSTRETAIL.COM

CIVIL ENGINEER

TAIT & ASSOCIATES, INC.
701 N. PARKCENTER DR.
SANTA ANA, CA 92705
CONTACT: ALEJANDRO GONZALEZ, P.E.
(714)560-8671
AGONZALEZ@TAIT.COM

GEOTECHNICAL ENGINEER

EARTH STRATA GEOTECHNICAL SERVICES, INC.
42184 REMINGTON AVENUE
TEMECULA, CA 92590
CONTACT: STEPHEN M. POOLE, P.E., G.E.
(951)461-4028

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

ASSOCIATED PROJECT PERMITS:

- PRECISE GRADING PLAN PERMIT NO.: TBD
- FINAL WQMP PERMIT NO.: TBD
- RETAINING WALL PLAN PERMIT NO.: TBD
- CATT ROAD STREET IMPROVEMENT PLAN PERMIT NO.: TBD
- PUBLIC STORM DRAIN PLAN PERMIT NO.: TBD
- E.V.M.W.D. PLAN PERMIT NO.: TBD
- FIRE HYDRANT AND ACCESS PLAN PERMIT NO.: TBD

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SCOPE OF WORK:

SCOPE OF WORK IS PRIVATE WATER AND SEWER IMPROVEMENTS ONLY.

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052 (AFFECTS PARCEL 2) AND 380-240-001 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063

PARCELS 2 AND 3 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 2, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062

PARCEL 1 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 1, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER IN CONDEMNATION RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS.

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

PREPARED UNDER THE SUPERVISION OF
TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
ALEJANDRO GONZALEZ
No. C94017
CIVIL
STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

TAIT & ASSOCIATES
Since 1944
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

TITLE SHEET

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:46pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 TS.dwg

PRIVATE SEWER CONSTRUCTION NOTES:

1. CONNECT PRIVATE 8" PVC SDR-35 SEWER PIPE TO SEWER CLEANOUT AND STREET SEWER LATERAL PER SEPARATE EVMWD PLAN – ENG. W.O. #2023-00067.
2. INSTALL 8" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
3. INSTALL 6" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
4. INSTALL SEWER CLEANOUT PER SPPWC STD. PLAN 204-3.
5. INSTALL 48" DIA. PRECAST CONCRETE SEWER MANHOLE PER SPPWC STD. PLAN 200-4.
6. TERMINATE SEWER LINE WITH TEMPORARY END CAP.

PRIVATE DOMESTIC WATER CONSTRUCTION NOTES:

10. CONNECT 2" DOMESTIC WATER PIPE TO PROPOSED 1-1/2" WATER METER.
11. INSTALL 2" PVC SCH-80 PRIVATE DOMESTIC WATER PIPE.
12. INSTALL 2" PVC SCH-80 PRIVATE IRRIGATION WATER PIPE.
13. 1-1/2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.
14. TERMINATE WATER LINE WITH TEMPORARY END CAP.
15. 2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.

SITE AREA PLAN

N

0 20' 40'

SCALE: 1" = 20'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER ALEJANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
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PRIVATE WATER AND SEWER PLAN

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

1st Plan Check Submittal

Feb 16, 2024 – 5:47pm by agonzalez K:\Drawings\SP\SP9041 – Wildomar\ENG\Construction Drawings\UT\SP9041 SWR.dwg

0 30 60 90 feet

SCALE: 1" = 30'

NORTH



PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	5	Arbutus x 'Marina' / Marina Strawberry Tree Standard	15 gal.	Moderate
	7	Jacaranda mimosifolia / Jacaranda	15 gal.	Moderate
	27	Lagerstroemia indica 'Red' / Red Crape Myrtle	15 gal.	Moderate
	7	Platanus x acerifolia 'Bloodgood' / Bloodgood London Plane Tree	24" box	Moderate
	8	Prunus cerasifera 'Krauter Vesuvius' / Krauter Vesuvius Purple-leaf Plum	15 gal.	Moderate
	1	Quercus agrifolia / Coast Live Oak	15 gal.	Low
	15	Ulmus parvifolia `True Green` / True Green Elm	24" box	Low

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	81	Agave americana 'Marginata' / Variegated Century Plant	5 gal.	Low
	97	Agave attenuata 'Boutin Blue' / Boutin Blue Foxtail Agave	5 gal.	Low
	342	Anigozanthos x 'Bush Ranger' / Dwarf Bush Ranger Kangaroo Paw	5 gal.	Low
	201	Anigozanthos x 'Tequila Sunrise' / Tequila Sunrise Kangaroo Paw	5 gal.	Low
	353	Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal.	Low
	347	Dianella revoluta `Little Rev` / Little Rev Flax Lily	1 gal	Low
	84	Lantana x 'New Gold' / New Gold Lantana	1 gal.	Low
	96	Leucophyllum candidum 'Thunder Cloud' / Thunder Cloud Texas Sage	5 gal.	Low
	94	Salvia greggii 'Furmans Red' / Furman's Red Autumn Sage	5 gal.	Low
	192	Westringia fruticosa 'Morning Light' / Morning Light Coast Rosemary	5 gal.	Low
	160	Yucca recurvifolia 'Walbristar' / Bright Star Soft Leaf Yucca	5 gal.	Low

VINES/ESPALLIERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	16	Magnolia grandiflora `Little Gem` Espallier / Dwarf Southern Magnolia	15 Gal.	moderate

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING
	171	Convolvulus mauritanicus / Morning Glory	1 gal.	Low	36" o.c.
	104	Lantana montevidensis / Purple Trailing Lantana	1 gal.	Low	42" o.c.
	133	Rosmarinus officinalis 'Prostratus' / Trailing Rosemary	1 gal.	Low	42" o.c.
	79	Senecio serpens / Blue Chalksticks	1 gal.	Low	36" o.c.

COMPLIANCE STATEMENT

I have complied with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.

Rodney Staccalosi 4-3-23

PARKING LOT SHADE CALCULATIONS (62 uncovered spaces)

Symbol	Botanical Name/ Common Name	Qty. @ full shade (Sq. Ft.)	Qty. @ 3/4 Shade (Sq. Ft.)	Qty. @1/2 shade (Sq. Ft.)	Qty. @ 1/4 shade (Sq. Ft.)	Total (Sq. Ft.)
	Canopy structures	NA -	NA -	NA -	NA -	0 SF
	Accent tree 20'	0 @ 314 SF -	0 @ 236 SF -	9 @ 157 SF 1,413	0 @ 79 SF -	1,413 SF
	Parking Lot Shade Tree 25'	0 @ 491 SF -	0 @ 368 SF -	0 @ 246 SF -	0 @ 123 SF -	-SF
	Parking Lot Shade Tree 30'	3 @ 706 SF 2,118	0 @ 530 SF -	1 @ 354 SF 354	11 @ 177 SF 1,947	4,419 SF
	Parking Lot Shade Tree 35'	0 @ 962 SF -	0 @ 722 SF -	0@ 481 SF -	0 @ 240 SF -	- SF
					TOTAL TREE SHADE	5,832 SF
	Paved Area (see hatched area on plan)				TOTAL PARKING AREA =	10,468 SF
					50% SHADE AREA REQUIRED =	5,234 SF
					TOTAL SHADE PROVIDED =	5,832 SF
					PERCENT SHADE =	56%

Water Efficient Landscape Worksheet

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS (SHRUBS)	.2	DRIP	.81	.25	25,905	6,476	220,832 GAL.
MEDIUM WATER USE PLANTS (TREES)	.5	BUBBLERS	.81	.62	1,560	967	32,975 GAL.
HIGH WATER USE PLANTS	-	-	-	-	-	-	-
				TOTALS	(A) 27,465	(B) 7,443	
						ETWU Total	253,806 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(55) (.62) (.45 x 27,465) + (1-.45) X 0) =421,450 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(55) (.62) (7,443) = 253,806 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 7,443
Total Area	(A) 27,465
Average ETAF	(B / A) .27

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

LANDSCAPE/ PLANTING NOTES

1. All new and existing landscape/planting areas shall receive a uniform 3-4" layer of organic wood chip mulch. Shredded bark (Guerilla hair) is not an acceptable mulch.
2. Landscape planters within 5' of a structure shall have a non-combustible aggregate mulch. Wood chip mulch will not be allowed within 5' of a structure.
3. Contractor shall submit soil samples to the laboratory for analysis and recommendations. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

   Soil analysis should include:
   a. Soil texture;
   b. Infiltration rate determined by laboratory test or soil infiltration rate table;
   c. pH;
   d. Total soluble salts;
   e. Sodium;
   f. Percent organic matter; and
   g. Recommendations.

   The Contractor shall provide Landscape Architect soils analysis results prior to implementing the recommendations. Landscape Architect shall confirm soil amendments application(s).
4. All new plant material shall be irrigated with drip irrigation and a smart controller. Landscape Plans will comply with City of Wildomar Water Conservation Standards.
5. All Landscape areas are to be maintained by the property owner.
6. There shall be a 10' minimum distance between trees and proposed street lights/ power poles. Tree an light pole shall be coordinated to meet this requirement.
7. All trees planted within 6' of pavement or permanent structure shall have a root barrier (24" deep by 16' in length). Root barrier type shall be Deeproot UB-24-2 or equivalent.
8. All trees, at a minimum, shall be 'double staked'. Staking detail shall be provided witth/in the Construction Documents.

PM DESIGN Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

REGISTERED LANDSCAPE ARCHITECT
Rodney L. Staccalosi
No. 4452
Exp. 05/31/24
STATE OF CALIFORNIA

OLIVE STREET LANDSCAPE ARCHITECTURE
P.O. Box 2083
Petaluma CA 94952
707-280-8990
OliveStreetLandscape.com
rod@olivestreetlandscape.com

CATT CROSSING - RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA 92595

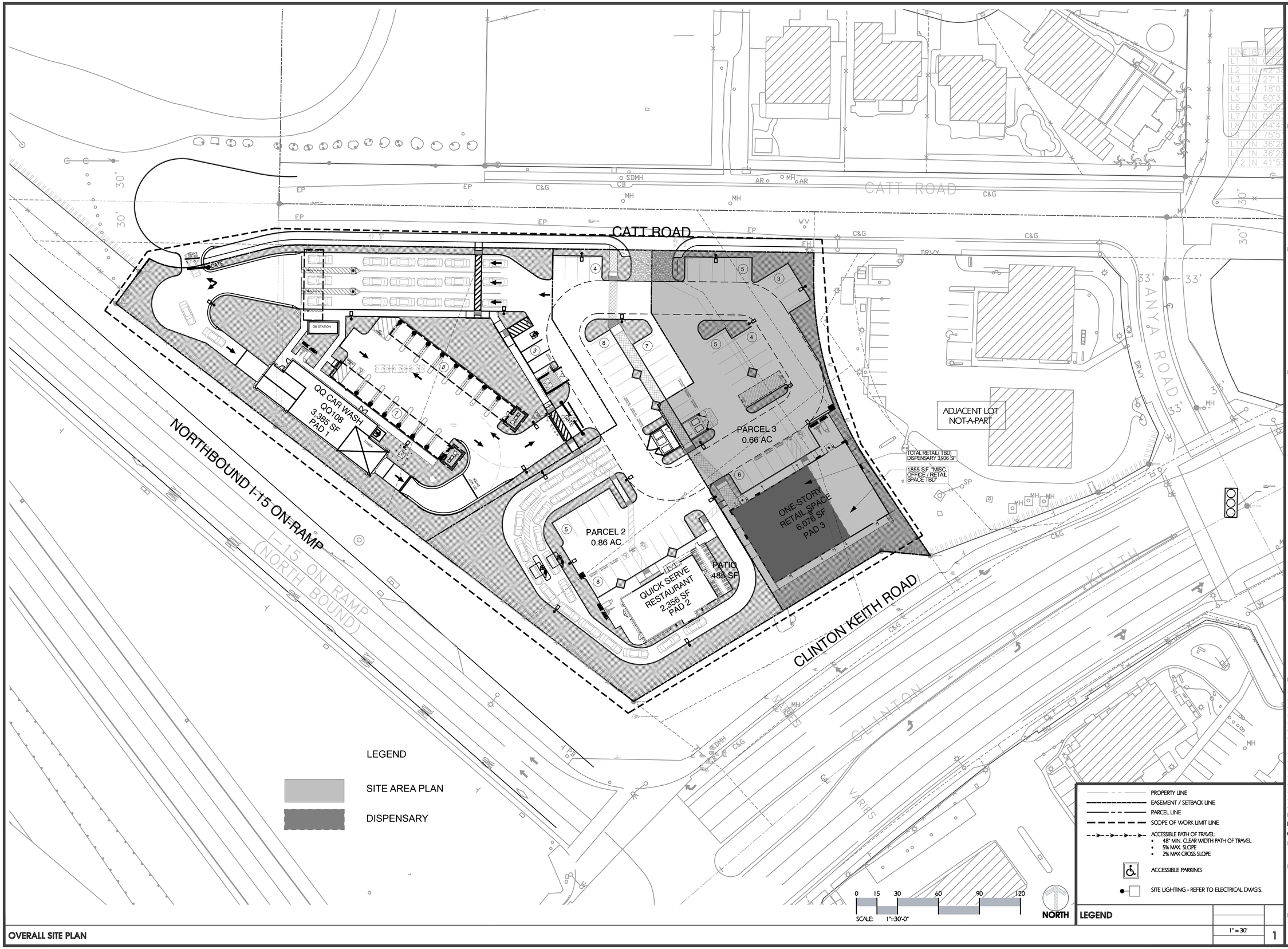
9.26.22	PRELIMINARY DESIGN
1-4-23	PLAN CHECK COMMENTS
03.07.23	CUP RESUBMITTAL
04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

CCG21001.0

LANDSCAPE PLAN

L1



OVERALL SITE PLAN

LEGEND

1" = 30'

1

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
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JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATALYST COMMERCIAL GROUP

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

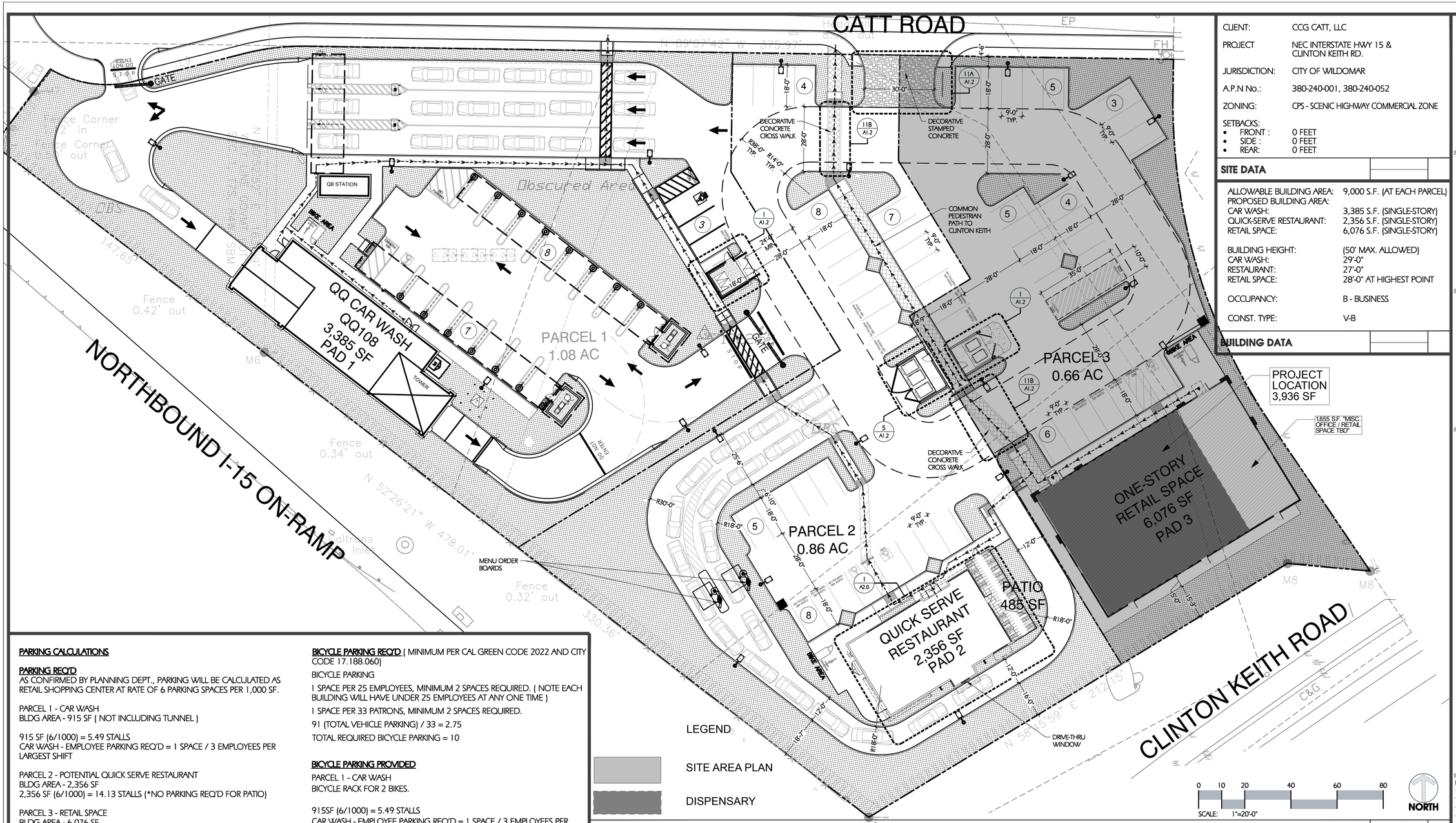
REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.:
CCG21001.0

SHEET NAME:
OVERALL SITE PLAN

SHEET NUMBER:
A1.0



LEGEND

SITE AREA PLAN

DISPENSARY

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

ENLARGED SITE PLAN

1" = 20'

1

PARKING CALCS

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1

SITE AREA =	47,579 SF± (1.09 AC)
LANDSCAPE =	14,466 SF
BLDG AREA =	3,385 SF

PARCEL 2

SITE AREA =	37, 506 SF± (0.86 AC)
LANDSCAPE =	10,542 SF
BLDG AREA =	2,356 SF

PARCEL 3

SITE AREA =	28,883 SF± (0.66 AC)
LANDSCAPE =	5,101 SF
BLDG AREA =	6,076 SF

OVERALL:

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- PARCEL LINE
- ACCESSIBLE PATH OF TRAVEL:
  - 48" MIN. CLEAR WIDTH PATH OF TRAVEL
  - 5% MAX. SLOPE
  - 2% MAX CROSS SLOPE
- ACCESSIBLE PARKING
- SITE LIGHTING - REFER TO ELECTRICAL DWG'S.
- WALL MOUNTED LIGHTS
- SCONCES
- LANDSCAPE
- CONCRETE AT DRIVE AISLE AND PARKING

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT
SEAL:
CONSULTANT:

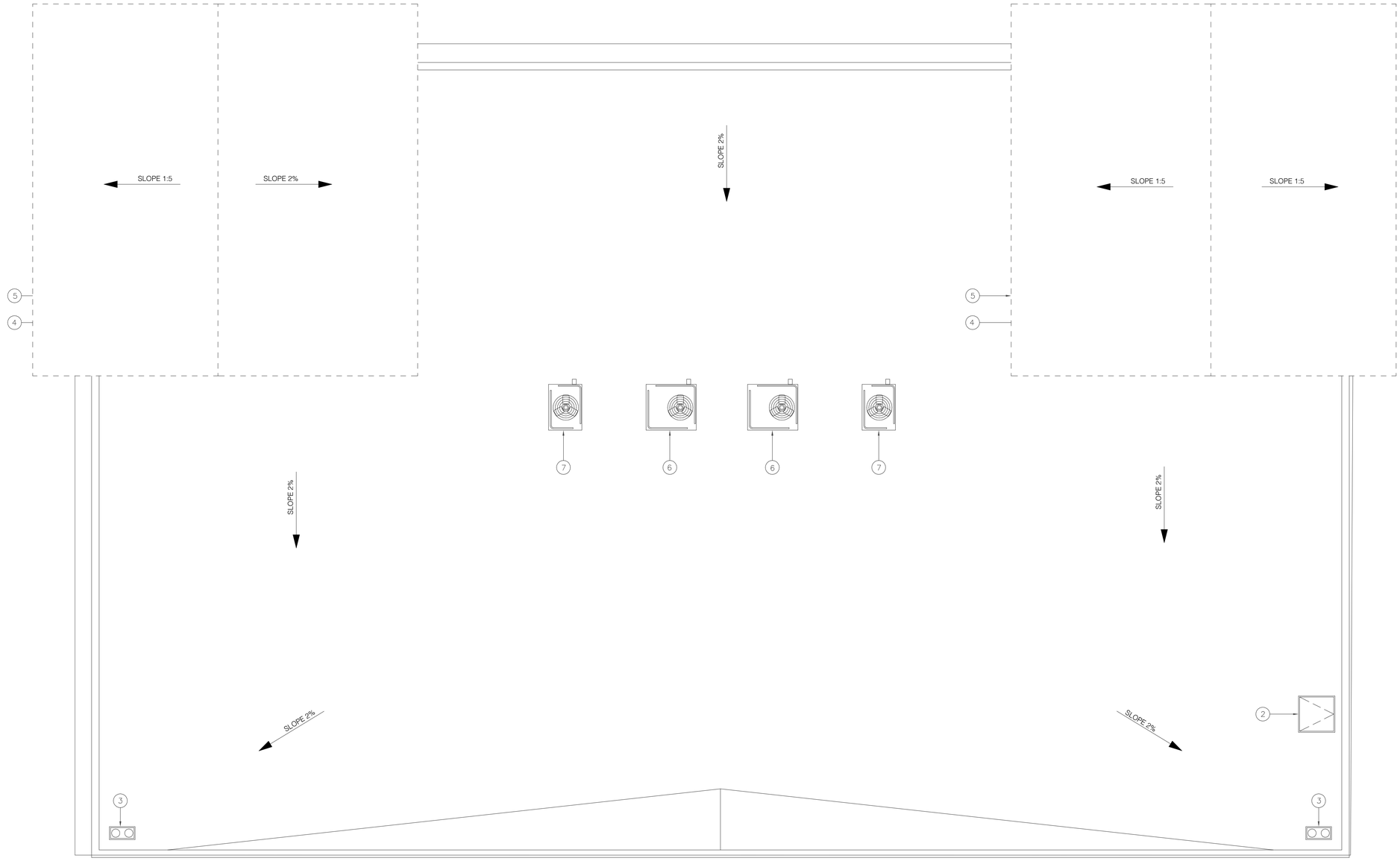
CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

CATALYST COMMERCIAL GROUP

REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK
ARCH. PROJECT NO.: CCG21001.0
SHEET NAME: ENLARGED SITE PLAN
SHEET NUMBER: A1.1



Legend:

- PARAPET WALL, TYP.
- SLOPE 2% — ROOF SLOPE, TYP.
- (1) CLASS 'A' TORCH DOWN ROOF, TYP.
- (2) ROOF HATCH
- (3) ROOF DRAIN WITH OVERFLOW
- (4) METAL ROOF, TYP.
- (5) METAL ROOF GUTTER WITH DOWNSPOUT, TYP.
- (6) ROOF TOP HVAC PACKAGE UNIT
- (7) HVAC SPLIT SYSTEM COMPRESSOR

PROPOSED ROOF PLAN

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

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

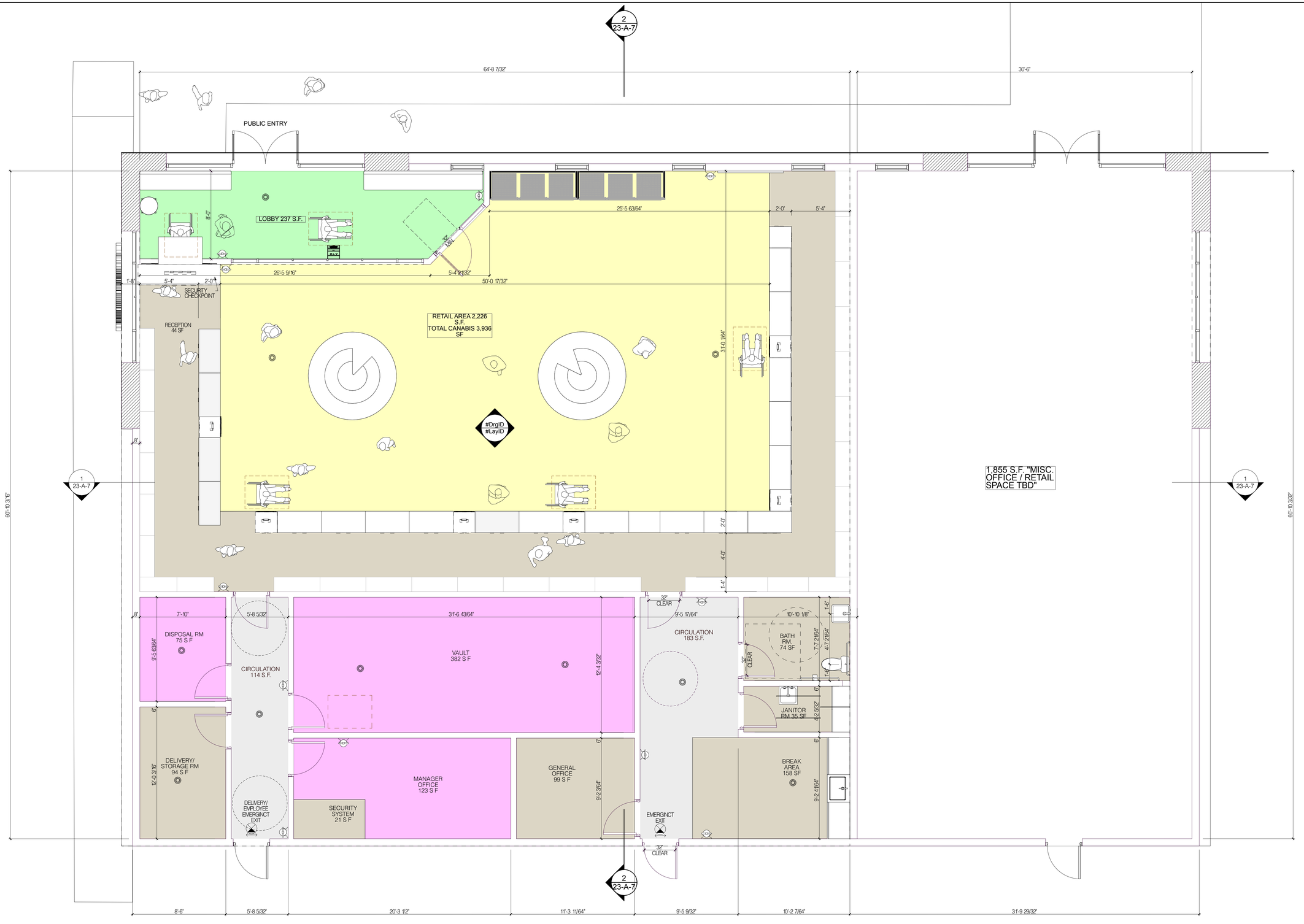
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SHEET TITLE

PROPOSED ROOF PLAN

13- A-01.3

SHEET 13 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

PROPOSED CANNABIS FLOOR PLAN

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS		BY
R1	JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

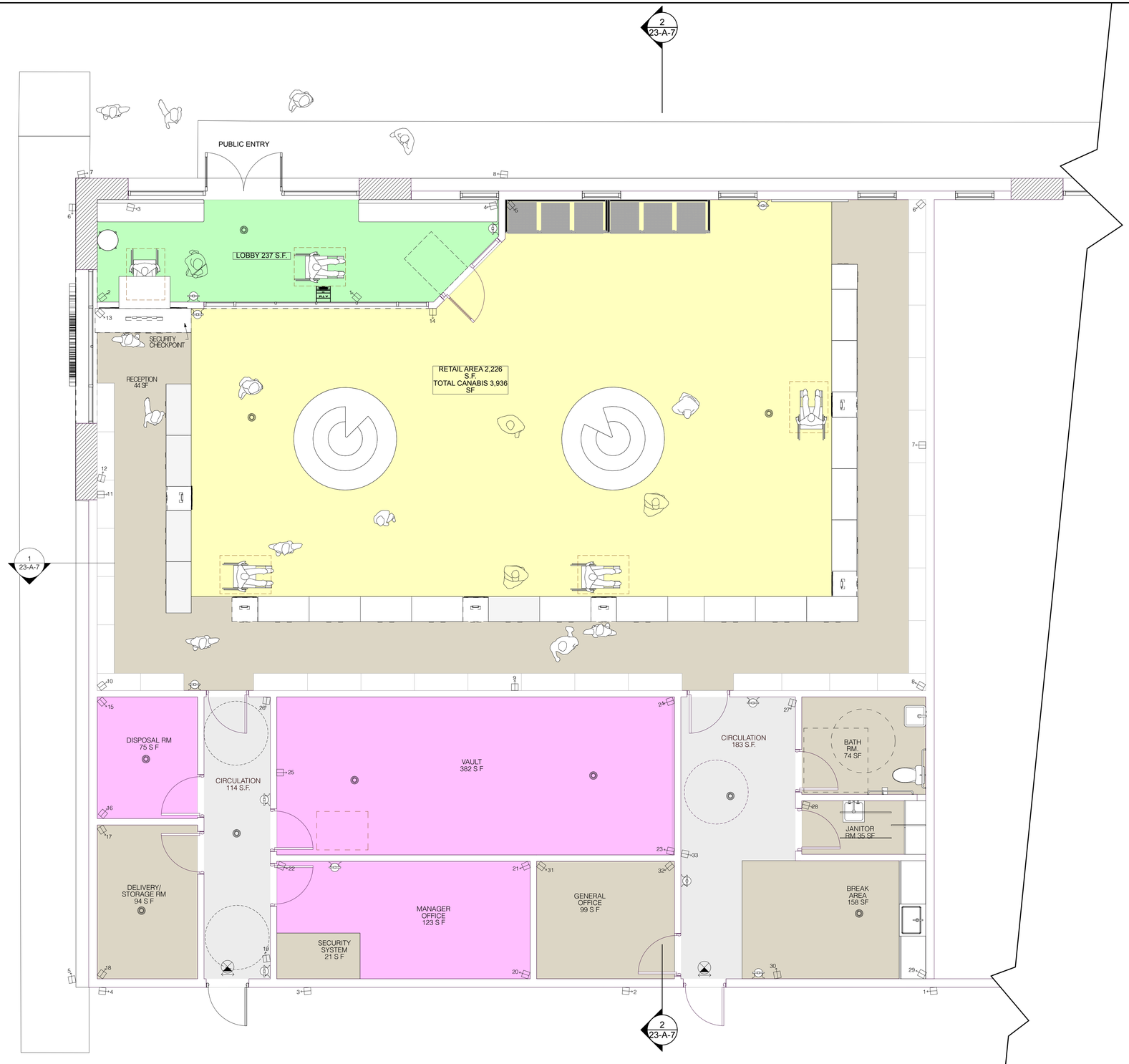
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PROPOSED FLOOR PLAN

14-A.02

SHEET 14 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR
- X — SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

SECURITY FLOOR PLAN

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

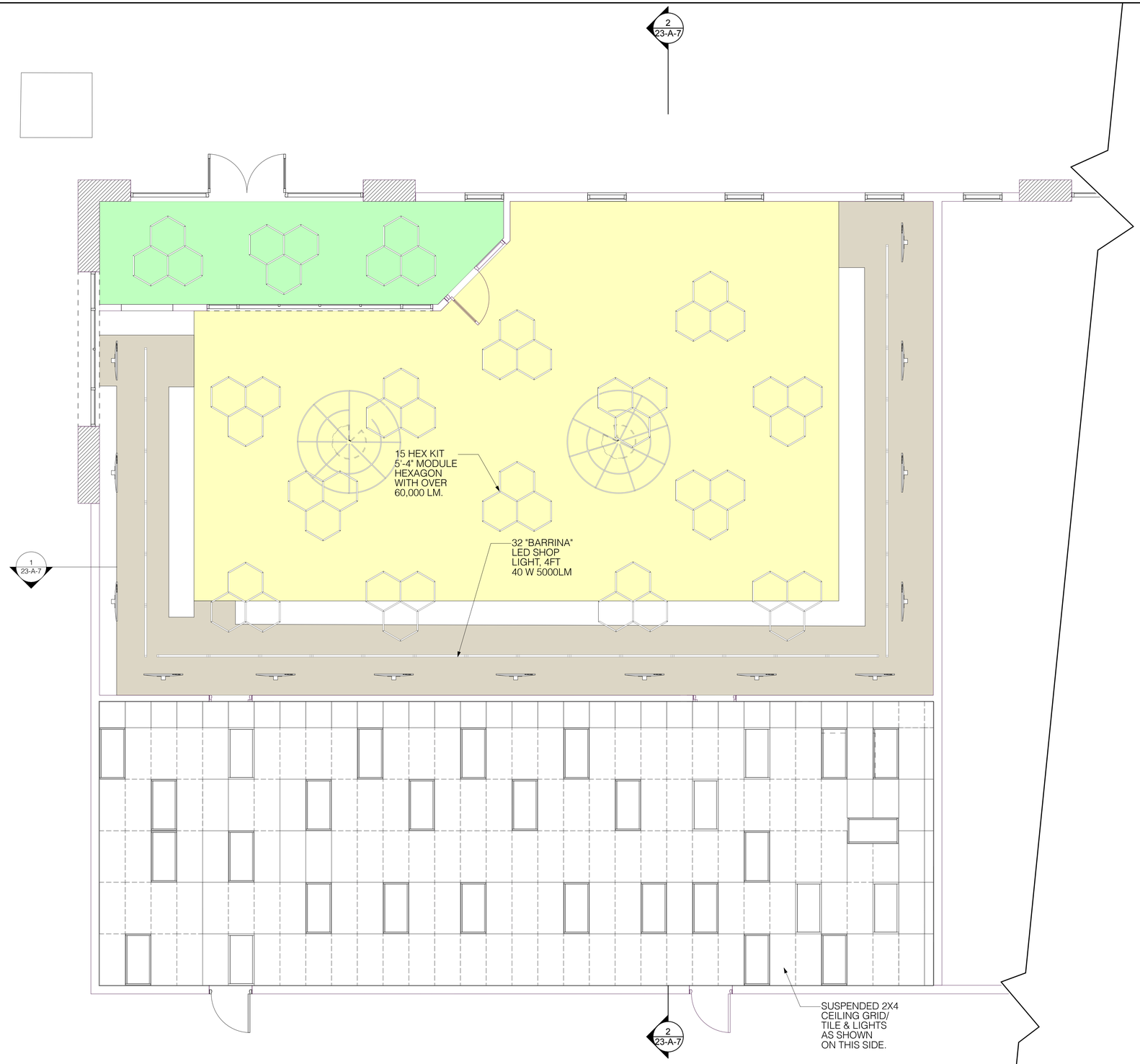
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SHEET TITLE

SECURITY FLOOR PLAN

15-A-02.1

SHEET 15 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA.
(33- INSIDE DISPENSER
& 8- OUTSIDE
DISPENSER)

REFLECTED CEILING PLAN

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

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
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WILDOMAR, CA 92025

THE CAKE HOUSE

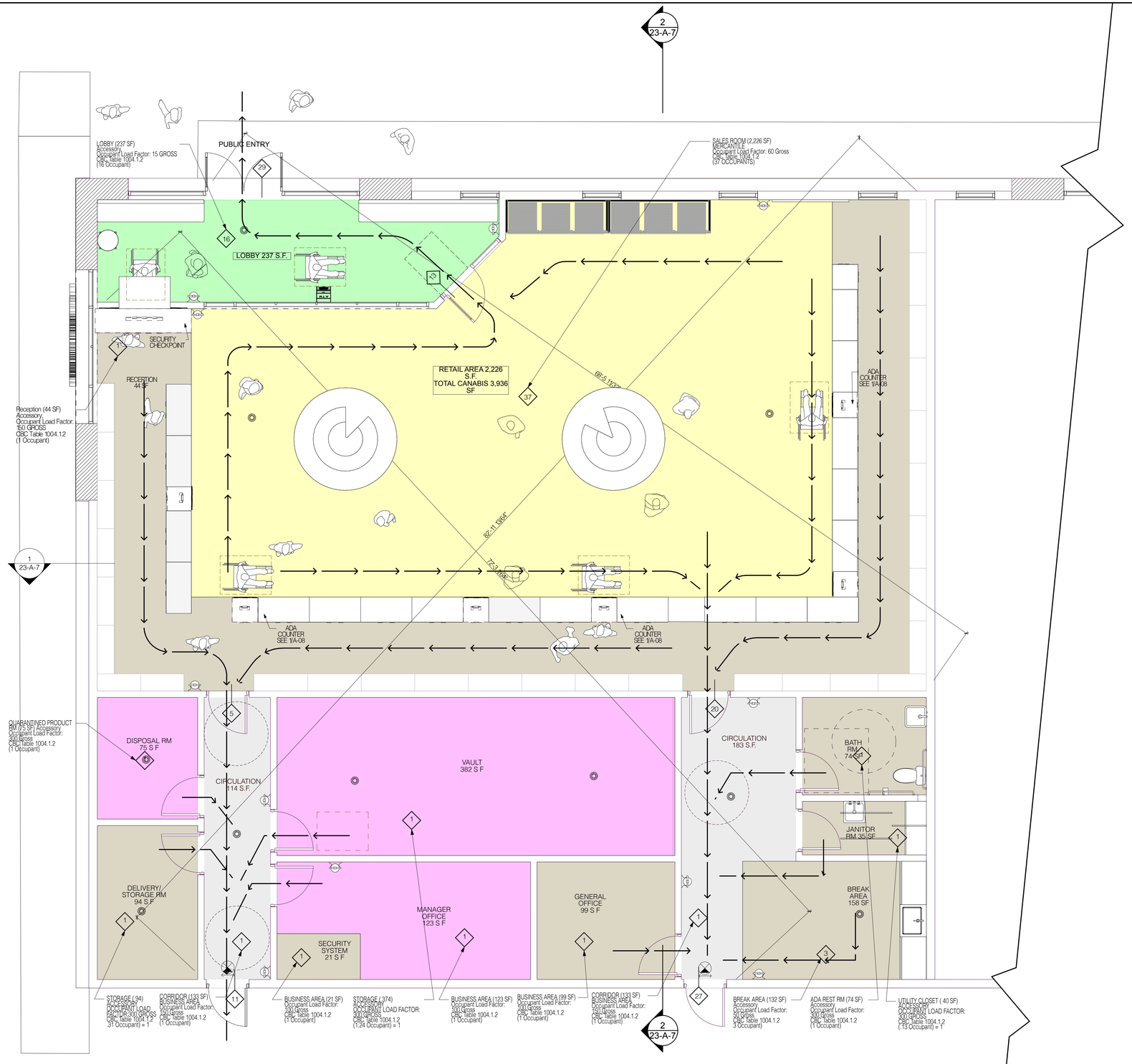
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SHEET TITLE

REFLECTED CEILING PLAN

16-A-03

SHEET 16 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

EGRESS FLOOR PLAN

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

EGRESS PLAN LEGEND

- FUNCTION OF SPACE: MERCANTILE
- FUNCTION OF SPACE: BUSINESS AREAS
- FUNCTION OF SPACE: ACCESSORY

EGRESS PLAN KEYNOTES

1. TACTILE EXIT SIGN
2. TACTILE EXIT ROUTE SIGN
3. WALL / CEILING MOUNTED EMERGENCY EXIT SIGN

EGRESS & ACCESSIBILITY NOTES

ACCESSIBLE ROUTE - ACCESSIBLE ROUTES SHALL COMPLY WITH CBC SECTION 11B-402. WALKING SURFACES SHALL PROVIDE CLEARANCES COMPLYING WITH CBC SECTION 11B-403.5. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 PER CBC SECTION 11B-403.3. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. THE CLEAR WIDTH FOR WALKING SURFACES IN CORRIDORS SERVING AN OCCUPANT LOAD OF 10 OR MORE SHALL BE 44 INCHES (1118 MM) MINIMUM. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48 INCHES (1219 MM) MINIMUM.

MEANS OF EGRESS - A CONTINUOUS AND UNOBSTRUCTED PATH OF VERTICAL AND HORIZONTAL EGRESS TRAVEL FROM ANY OCCUPIED PORTION OF A BUILDING OR STRUCTURE TO A PUBLIC WAY. A MEANS OF EGRESS CONSISTS OF THREE SEPARATE AND DISTINCT PARTS: THE EXIT ACCESS, THE EXIT AND THE EXIT DISCHARGE. MEANS OF EGRESS SHALL COMPLY WITH CBC CHAPTER 10.

00 **DESIGN OCCUPANT LOAD** - THE NUMBER OF OCCUPANTS WHOM MEANS EGRESS FACILITIES SHALL BE PROVIDED. WHERE OCCUPANTS FROM ACCESSORY AREA EGRESS THROUGH A PRIMARY SPACE, THE CALCULATED OCCUPANT LOAD FOR THE PRIMARY SPACE SHALL INCLUDE THE TOTAL OCCUPANT LOAD OF THE PRIMARY SPACE PLUS THE NUMBER OF OCCUPANTS EGRESSING THROUGH IT FROM THE ACCESSORY AREA.

MINIMUM EGRESS WIDTH - THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES (MM) SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES (7.62 MM) PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES (5.08 MM) PER OCCUPANT FOR OTHER EGRESS COMPONENTS. MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY ONE MEANS OF EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50 PERCENT OF THE REQUIRED CAPACITY. THE MAXIMUM CAPACITY REQUIRED FROM ANY STORY OF A BUILDING SHALL BE MAINTAINED TO THE TERMINATION OF THE MEANS OF EGRESS. (CBC SEC. 1005.1)

DOOR ENCROACHMENT - DOORS, WHEN FULLY OPENED, AND HANDRAILS SHALL NOT REDUCE THE REQUIRED MEANS OF EGRESS WIDTH BY MORE THAN 7 INCHES (178 MM). DOORS IN ANY POSITION SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN ONE-HALF. OTHER NONSTRUCTURAL PROJECTIONS SUCH AS TRIM AND SIMILAR DECORATIVE FEATURES SHALL BE PERMITTED TO PROJECT INTO THE REQUIRED WIDTH A MAXIMUM OF 1 1/2 INCHES (38 MM) ON EACH SIDE. (CBC SEC. 1005.7)

EGRESS - EGRESS DOORS MUST BE READILY OPENABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. (CBC SEC. 1010.1.9) UNLATCHING ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION. (CBC SEC. 1010.1.9.6)

EXIT SIGNS - EXIT SIGNS SHALL BE INTERNALLY AND EXTERNALLY ILLUMINATED AT ALL TIMES. EXTERNALLY ILLUMINATED EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY LOSS. (CBC SEC. 1013.1, 1013.3, 1013.6.3)

EGRESS ILLUMINATION - THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED TO A LEVEL OF NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. (CBC SEC 1008.2.1)

ILLUMINATION EMERGENCY POWER - THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. (CBC SEC 1008.3)

IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:

1. INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3. EXIT PASSAGEWAYS.
4. VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH CBC SECTION 1028.1.
5. EXTERIOR LANDINGS AS REQUIRED BY CBC SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE. (CBC SEC. 1008.3.2)
6. THE FORCES TO UNLATCH DOORS SHALL COMPLY WITH THE FOLLOWING, SECTION 1010.1.3:

A) WHERE DOOR HARDWARE OPERATES BY PUSH OR PULL, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 15 POUNDS.

B) WHERE DOOR HARDWARE OPERATES BY ROTATION, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 28 INCH-POUNDS.

7. THE FORCE TO OPEN DOORS SHALL COMPLY WITH THE FOLLOWING:

A) FOR INTERIOR SWINGING EGRESS DOORS THAT ARE MANUALLY OPERATED, OTHER THAN DOORS REQUIRED TO BE FIRE RATED, THE FORCE FOR PUSHING OR PULLING OPEN THE DOOR SHALL NOT EXCEED 5 POUNDS.

B) FOR OTHER SWINGING DOORS, SLIDING DOORS OR FOLDING DOORS, AND DOORS REQUIRED TO BE FIRE RATED, THE DOOR SHALL REQUIRE NOT MORE THAN A 30-POUND FORCE TO BE SET IN MOTION AND SHALL MOVE TO A FULL OPEN POSITION WHEN SUBJECTED TO NOT MORE THAN A 15-POUND FORCE.

THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC SECTION 2702. (CBC SEC 1008.3.4)

ILLUMINATION LEVEL UNDER EMERGENCY POWER. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF I FOOT CANDIE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. (CBC SEC. 1008.3.5)

THIS FACILITY WILL NOT UTILIZE DELAYED EGRESS COMPONENTS OR SYSTEMS.

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

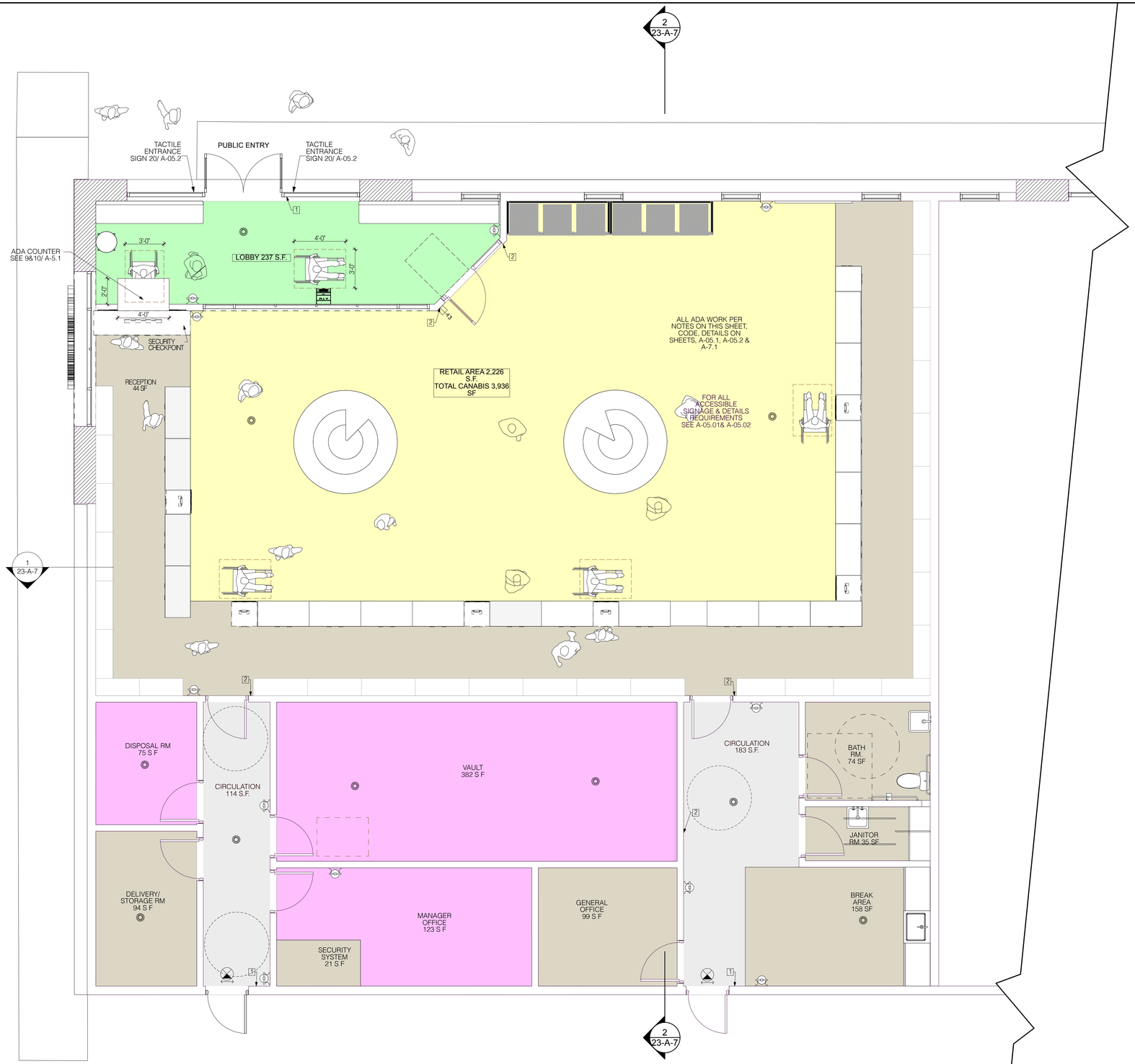
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SHEET TITLE

EGRESS FLOOR PLAN

17- A-04

SHEET 17 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

1 TACTILE EXIT SIGN-15/ A-05.2

2 TACTILE EXIT ROUTE SIGN-16/ A-05.2

ACCESSABILITY FLOOR PLAN

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

N

ACCESSIBILITY PLAN LEGEND

ACCESSIBILITY CLEARANCES (See Accessibility Notes and General Conditions)

All clearances shall comply with CBC 2019 Chapter 11B.

ACCESSIBLE ROUTE

ACCESSIBLE REACH RANGES NOTES

1. REACH RANGES SHALL COMPLY WITH CBC SEC 11B-308
2. UNOBSTRUCTED FORWARD REACH:
2.1. HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES AND LOW FORWARD REACH SHALL BE A MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
3. OBSTRUCTED HIGH REACH:
3.1. WHERE REACH DEPTH IS A MAXIMUM 20 INCHES, HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES ABOVE FINISHED FLOOR.
3.2. WHERE REACH DEPTH EXCEEDS 20 INCHES, HIGH FORWARD REACH MAXIMUM SHALL BE 44 INCHES AND REACH DEPTH MAXIMUM SHALL BE 25 INCHES.
3.3. CLEAR FLOOR SPACE EXTENDING UNDERNEATH OBSTRUCTION ELEMENTS FOR A DISTANCE NOT LESS THAN REQUIRED REACH DEPTH OVER OBSTRUCTION.
4. WHERE A PARALLEL APPROACH IS ALLOWED, UNOBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.1
4.1. HIGH SIDE REACH SHALL BE A MAXIMUM OF 48 INCHES AND MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
5. WHERE PARALLEL APPROACH IS ALLOWED, OBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.2
5.1. HEIGHT OF OBSTRUCTION 34 INCHES MAXIMUM.
5.2. DEPTH OF OBSTRUCTION 24 INCHES MAXIMUM.
5.3. WHERE REACH DEPTH IS A MAXIMUM OF 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE48 INCHES.
5.4. WHERE REACH DEPTH EXCEEDS 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE 46 INCHES AND REACH DEPTH MAXIMUM SHALL BE 24 INCHES.

ACCESSIBILITY NOTES

1. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES, PUBLIC STREETS AND SIDEWALKS, AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. WHERE MORE THAN ONE ROUTE IS PROVIDED, ALL ROUTES MUST BE ACCESSIBLE. (CBC SEC. 11B-206.2.1)
2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS, ACCESSIBLE FACILITIES, ACCESSIBLE ELEMENTS, AND ACCESSIBLE SPACES THAT ARE ON THE SAME SITE. (CBC SEC. 11B-206.2.2)
3. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDING OR FACILITY ENTRANCES WITH ALL ACCESSIBLE SPACES AND ELEMENTS WITHIN THE BUILDING OR FACILITY, INCLUDING MEZZANINES, WHICH ARE OTHERWISE CONNECTED BY A CIRCULATION PATH UNLESS EXEMPTED BY CBC 2019 SECTION 11B206.2.3 EXCEPTIONS 1 THROUGH 7. (CBC SEC. 11B-206.2.4)
4. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864 MM) MINIMUM AND 44 INCHES (1118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC SEC.11B-404.2.7)
5. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAXIMUM. (CBC SEC. 11B-309.4)
6. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (813 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM). (CBC SEC. 11B-404.2.3)
7. MINIMUM MANEUVERING CLEARANCES AT DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B- 404.2.4, FIGURE 11B-404.2.4.1 AND TABLE 11B- 404.2.4.1. MANEUVERING CLEARANCES SHALL EXTEND THE FULL WIDTH OF THE DOORWAY AND THE REQUIRED LATCH SIDE OR HINGE SIDE CLEARANCE. (CBC SEC. 11B-404.2.4)
8. FLOOR OR GROUND SURFACE WITHIN REQUIRED MANEUVERING CLEARANCES SHALL BE STABLE, FIRM, AND SLIP RESISTANT IN COMPLIANCE WITH CBC SECTION 11B-302. CHANGES IN LEVEL ARE NOT PERMITTED. (CBC SEC. 11B-404.2.4.4)
9. MANEUVERING CLEARANCES FOR FORWARD APPROACH SHALL BE PROVIDED WHEN ANY OBSTRUCTION WITHIN 18 INCHES (457 MM) OF THE LATCH SIDE AT AN INTERIOR DOORWAY, OR WITHIN 24 INCHES (610 MM) OF THE LATCH SIDE OF AN EXTERIOR DOORWAY, PROJECTS MORE THAN 8 INCHES (203 MM) BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR OR GATE. (CBC SEC. 11B- 404.2.4.3 AND FIG 11B- 404.2.4.3)
10. THRESHOLDS, IF PROVIDED AT DOORWAYS, SHALL BE AS FOLLOWS: CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT (CBC SEC. 11B-303.2) AND CHANGES IN LEVEL BETWEEN 1/4 INCH (6.4 MM) HIGH MINIMUM AND 1/2 INCH (12.7 MM) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2 (CBC SEC. 11B-303.3)
11. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH (1.6 MM) OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC SEC. 11B-404.2.10)
12. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE SHALL BE AS FOLLOWS: INTERIOR HINGED DOORS AND GATES: 5 POUNDS (22.2 N) MAXIMUM. SLIDING OR FOLDING DOORS: 5 POUNDS (22.2 N) MAXIMUM. REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS (66.7 N). EXTERIOR HINGED DOORS: 5 POUNDS (22.2 N) MAXIMUM. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. (CBC SEC. 11B-404.2.9)
13. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. (CBC SEC. 11B-403.5.1)
14. EMPLOYEE WORKSTATIONS SHALL BE ON AN ACCESSIBLE ROUTE COMPLYING WITH DIVISION 4. SPACES AND ELEMENTS WITHIN EMPLOYEE WORKSTATIONS SHALL ONLY BE REQUIRED TO COMPLY WITH CBC SECTIONS 11B-207.1, 11B-215.3, 11B-302, 11B-303, 11B-308.1.1, 11B-308.1.2, AND 11B- 404.2.3 UNLESS EXEMPTED BY OTHER PARTS OF THIS CODE. COMMON USE CIRCULATION PATHS WITHIN EMPLOYEE WORKSTATIONS SHALL COMPLY WITH SECTION 11B-206.2.8. (CBC SEC. 11B-203.9)
15. THE CLEAR WIDTH SHALL BE PERMITTED TO BE REDUCED TO 32 INCHES (813 MM) MINIMUM FOR A LENGTH OF 24 INCHES (610 MM) MAXIMUM PROVIDED THAT REDUCED WIDTH SEGMENTS ARE SEPARATED BY SEGMENTS THAT ARE 48 INCHES (1219 MM) LONG MINIMUM AND 36 INCHES (914 MM) WIDE MINIMUM. (CBC SEC.11B-403.5.1, EXCEPTION 1)
16. EXTERIOR EXIT DOORS SHALL HAVE A SIGN POSTED ABOVE STATING: THIS DOOR TO REMAIN UNLOCKED WHILE BUSINESS IS OCCUPIED.
17. PROVIDE PANIC HARDWARE AT EXIT DOORS WHERE NOTED.
18. MEANS OF EGRESS DOORS SHALL BE READILY DISTINGUISHABLE FROM THE ADJACENT CONSTRUCTION & FINISHES SUCH THAT THE DOORS ARE EASILY RECOGNIZED. MIRRORS OR SIMILAR REFLECTING MATERIALS SHALL NOT BE USED ON MEANS OF EGRESS DOORS. MEANS OF EGRESS DOORS SHALL NOT BE CONCEALED BY CURTAINS, DRAPES, DECORATIONS OR SIMILAR MATERIALS. (CBC SEC. 1010.1)
19. GATES USED AS A COMPONENT IN A MEANS OF EGRESS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS FOR DOORS. (CBC SEC. 1010.2)
20. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (CBC SEC. 11B-404.2.8.1)

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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ACCESSABILIT Y FLOOR PLAN

18-A-05

SHEET 18 OF25

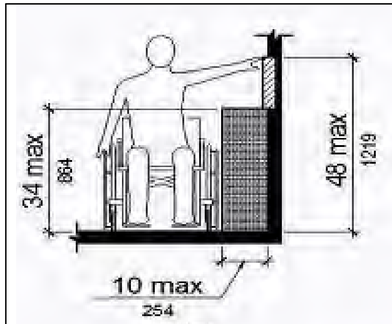
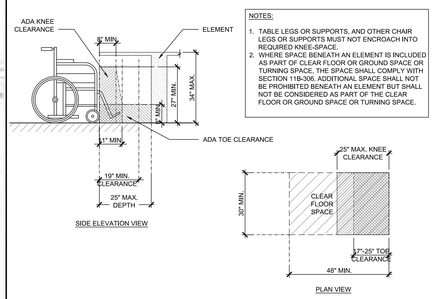
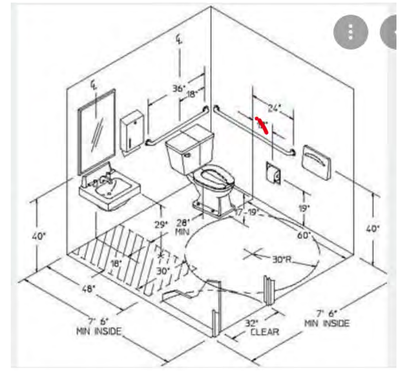
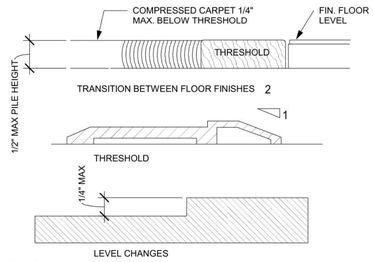


FIGURE *11B*-308.3.2

17 | 13 | 9 | 5 | 1







NOTES:
1. MAXIMUM HEIGHT NOT TO EXCEED 1/2" IN ALL TYPES OF THRESHOLDS
2. 1:2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE AT FACE

18 | 14 | 10 | 6 | 2

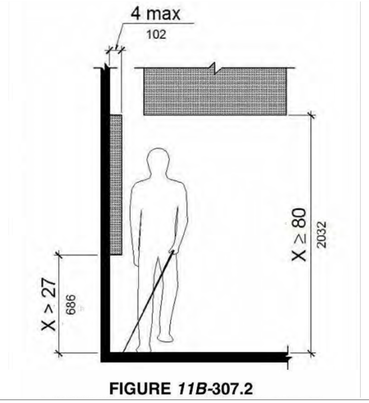


FIGURE *11B*-307.2

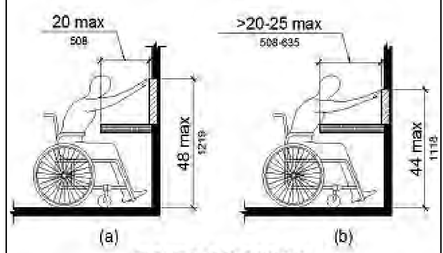
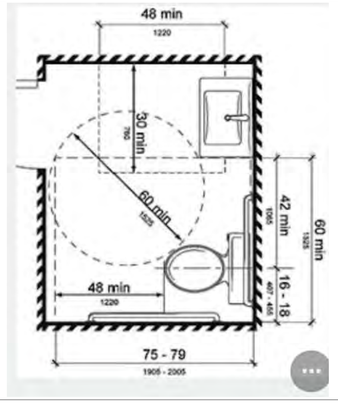
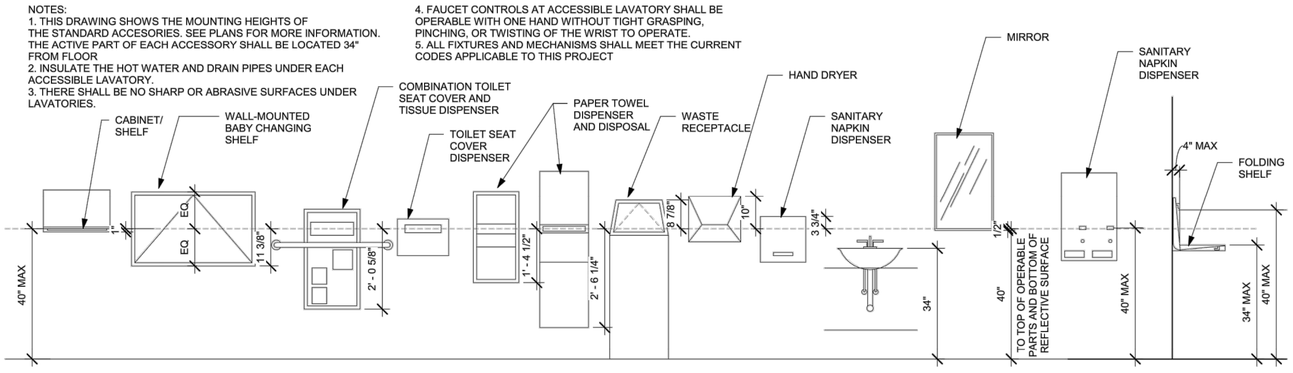


FIGURE *11B*-308.2.2

OBSTRUCTED HIGH FORWARD REACH





19 | 15 | 11 | 7 | 3

20 | 16 | 12 | 8 | 4

CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

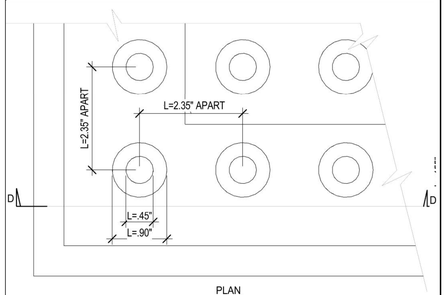
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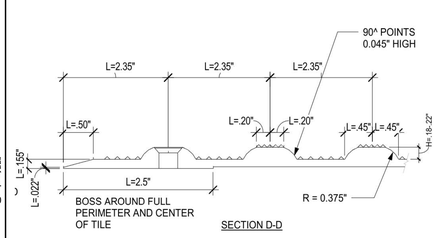
TYPICAL ADA DETAILS

19-A-5.1

SHEET 19 OF 24



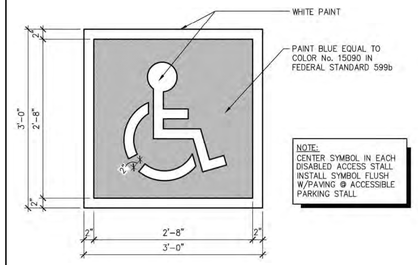
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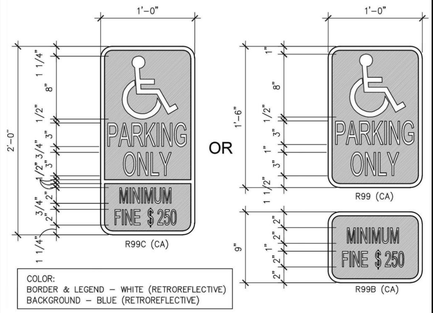
TRUNCATED DOME/ ADHESIVE 13



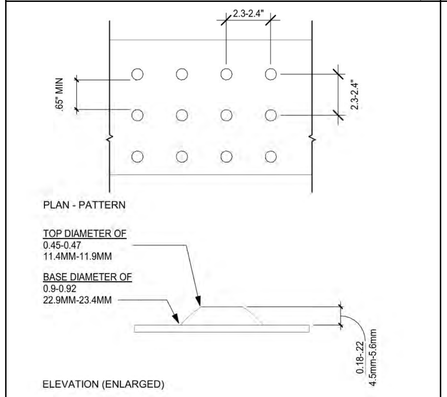
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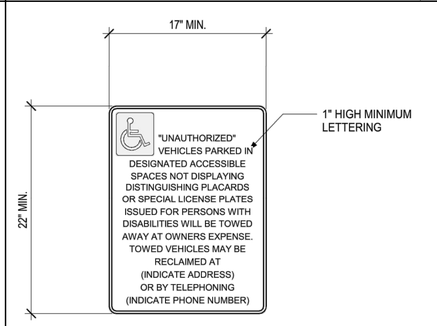
ACCESSIBLE STALL SYMBOL 5



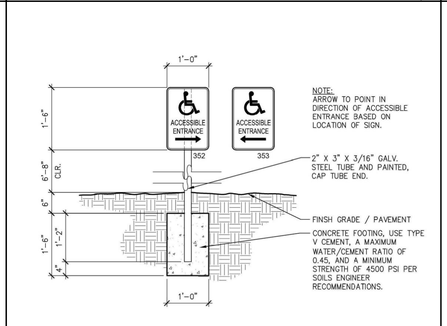
ACCESSIBLE SIGNS 1



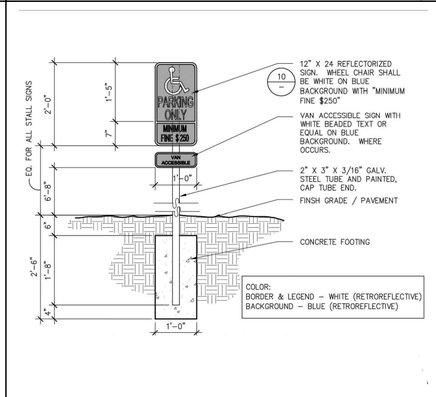
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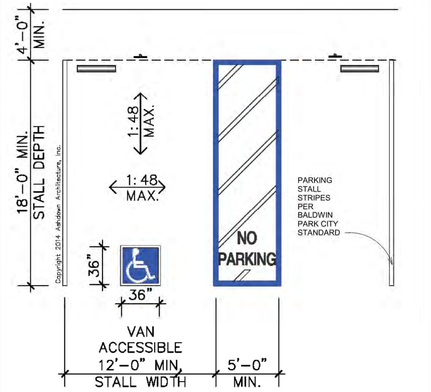
ACCESSIBLE WARNING SIGN 14



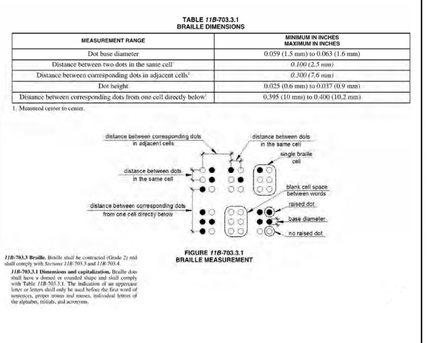
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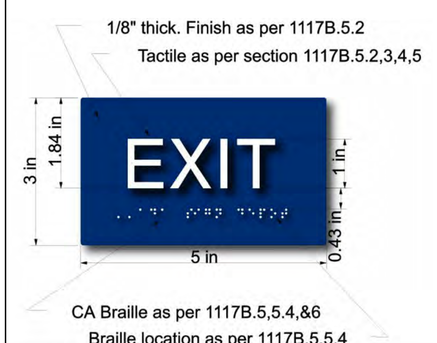
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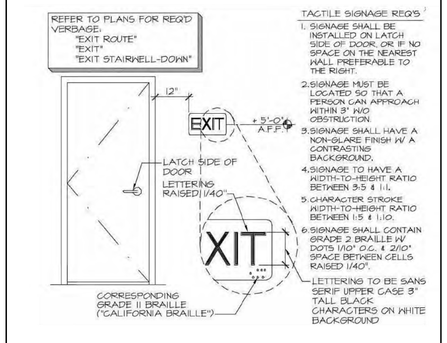
VAN ACCESSIBLE PARKING 2



TACTILE EXIT SIGNAGE 19



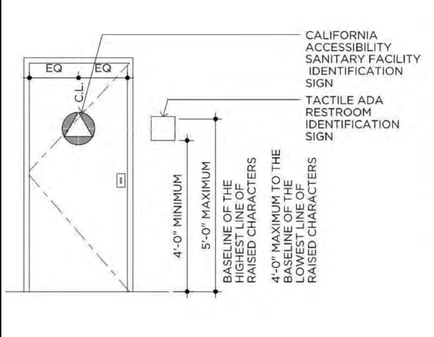
TACTILE EXIT SIGNAGE 15



TACTILE EXIT SIGNAGE 11



ACCESSIBLE / TACTILE RESTROOM SIGNAGE 7



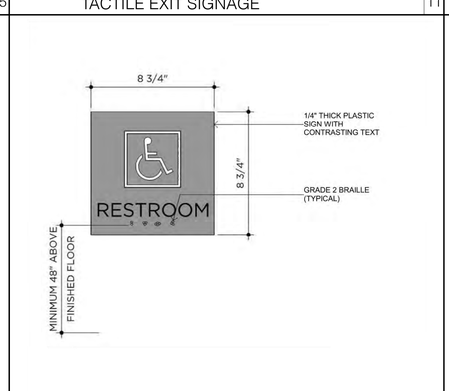
ADA RESTROOM SIGN LOCATION 3



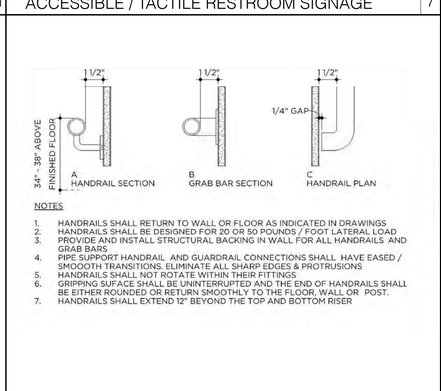
TACTILE ACCESSIBLE ENTRANCE SIGN 20



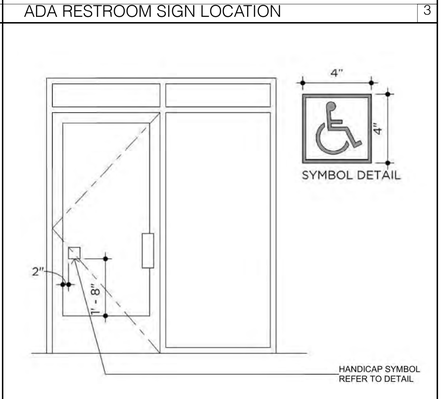
TACTILE EXIT ROUTE SIGN 16



TACTILE ADA RESTROOM SIGN 12



HANDRAILS AND GRAB BAR DETAILS 8



ACCESSIBILITY STANDARD ACCESS SIGN 4

The Cake House
CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

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ADA TYPICAL DETAILS

20-A-5.2

SHEET 20 OF 24



Proposed West Elevation

1/8"=1'-0"



Proposed South Elevation

1/8"=1'-0"



Proposed East Elevation

1/8"=1'-0"



Proposed North Elevation

1/8"=1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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ELEVATIONS

21-A-6

SHEET 21 OF25



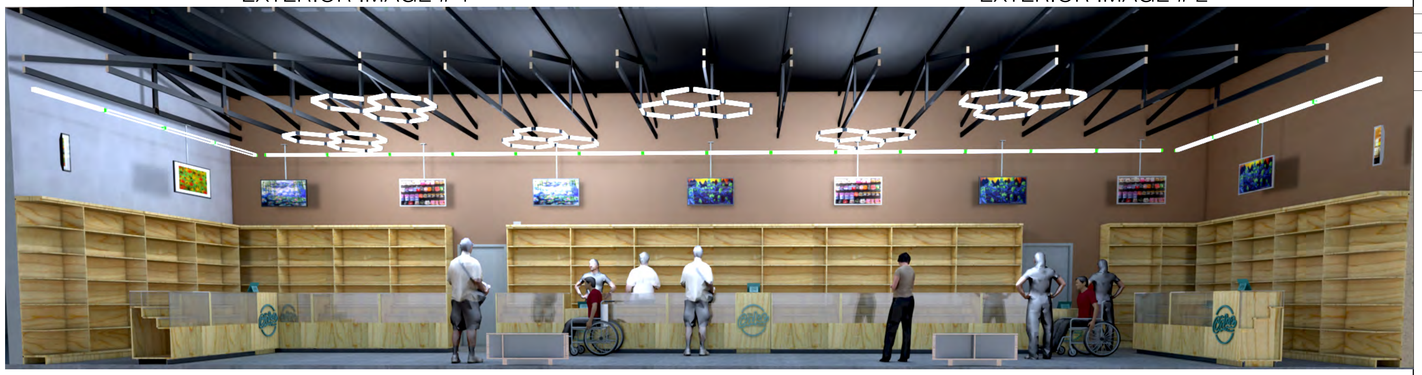
INTERIOR IMAGE # 1



EXTERIOR IMAGE # 1



EXTERIOR IMAGE # 2



INTERIOR ELVATION IMAGE # 1



INTERIOR ELVATION IMAGE # 2



INTERIOR IMAGE # 2



INTERIOR IMAGE # 3



INTERIOR IMAGE # 4



INTERIOR IMAGE # 5

CAKE ENTERPRISES, INC
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ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

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23825 CATT RD.
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DIPENSARY PRESPECTIVES

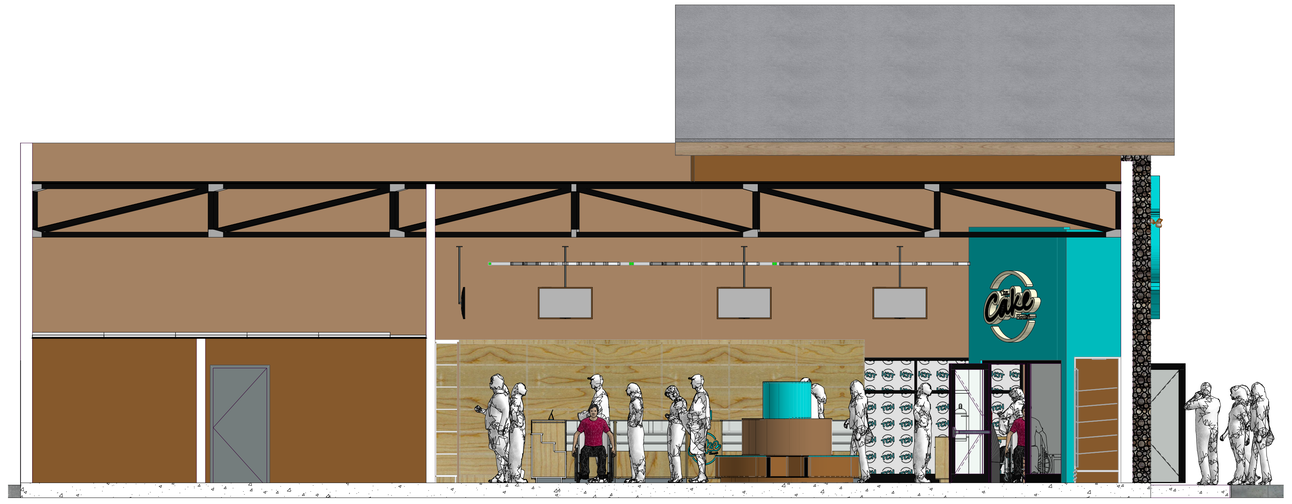
22-A-6.1 PRESPECTIVES

SHEET 22 OF25



BUILDING SECTION A

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



BUILDING SECTION B

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

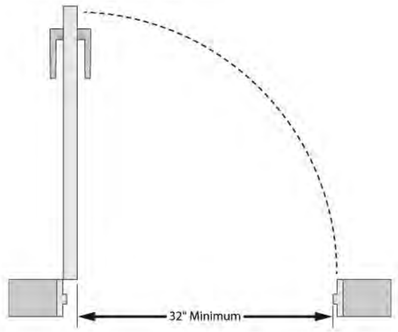
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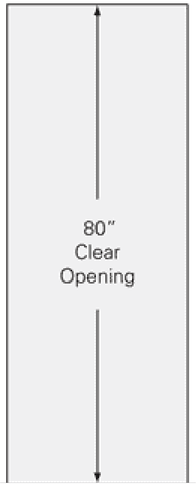
BUILDING SECTIONS

23-A-7

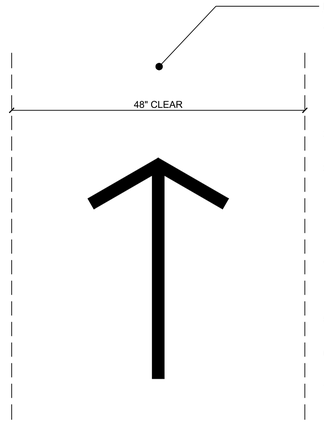
SHEET 23 OF25



DOOR MIN OPENING



MIN HIGHT

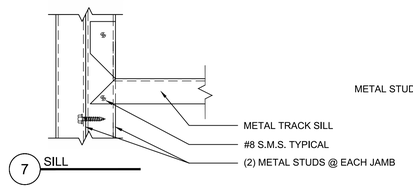


PATH OF TRAVEL NOTES

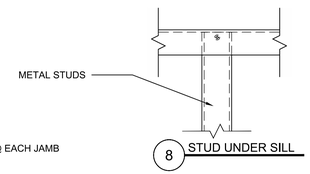
1. ACCESSIBLE ROUTE OF TRAVEL SHALL BE PROVIDED TO ALL PORTION OF THE BUILDING TO ACCESSIBLE BUILDING ENTRANCES, AND BETWEEN THE BUILDING AND THE PUBLIC WAY. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES; PUBLIC STREETS AND SIDEWALKS; AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. (CBC SECTION 11B-206.2.1).
2. PRIMARY ENTRY ACCESS. ALL ENTRANCES AND EXTERIOR GROUND EXITS TO BUILDINGS AND FACILITIES SHALL COMPLY WITH CBC SECTION 11B-206.4.1.
3. WALKS AND SIDEWALKS HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" AND SHALL BE A MINIMUM OF 48" INCHES WIDTH. IF WALK OR SIDEWALK HAS LESS THAN 60 INCHES, CLEAR WIDTH THAN PASSING SPACES OF AT LEAST 60 INCHES BY 60 INCHES SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200 FEET. AN INTERSECTION IS AN ACCEPTABLE PASSING PLACE (CBC SECTION 11B-403.5.3 AND 11B-304.3.2).
4. SURFACES INCLUDING WALKS AND SIDEWALKS, SHALL HAVE SLIP RESISTANT SURFACES. SURFACES WITH A SLOPE OF LESS THAN 6% PERCENT GRADIENT SHALL BE AT LEAST A SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED CONCRETE FINISH (CBC SECTION 11B-302).
5. RAMP SURFACE CROSS SLOPES SHALL NOT EXCEED ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2- PERCENT SLOPE). (CBC SECTION 11B-405.3).
6. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL BOT BE STEEPER THAN 1:48. (CBC SECTION 11B-403.3).
7. CHANGES IN LEVEL. CHANGES IN LEVEL UP TO ¼" INCHES MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN ¼" AND ½" INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAT ½" INCH SHALL BE RAMPED AND SHALL COMPLY WITH SECTION 11B-405 AND 11B-406. (CBC SECTION 11B-303.2 AND 11B-303.3)
8. THE CONTRACTOR SHALL VERIFY THAT THE PATH OF TRAVEL INDICATED CONFORM TO THIS CRITERIA.

4 / A501 EXTERIOR ACCESSIBLE ROUTE OF TRAVEL DETAIL
1" = 1'-0"

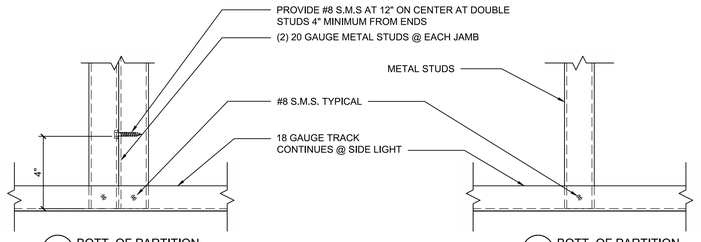
NOTE: NON-STRUCTURAL STEEL TO COMPLY WITH CBC SECTION 2211.2.



7 SILL

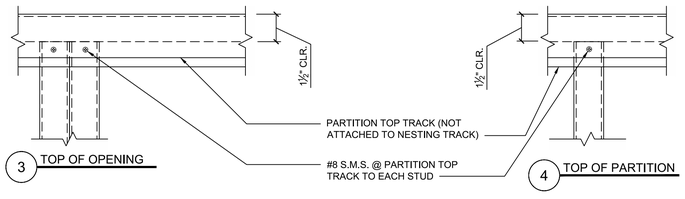


8 STUD UNDER SILL



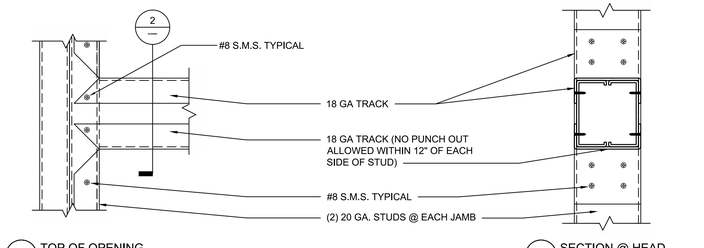
5 BOTT. OF PARTITION

6 BOTT. OF PARTITION



3 TOP OF OPENING

4 TOP OF PARTITION



1 TOP OF OPENING
8'-1" MAX

2 SECTION @ HEAD
REFER TO WALL TYPE FOR STUD SIZE

9 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL CONNECTION DETAILS
3" = 1'-0"

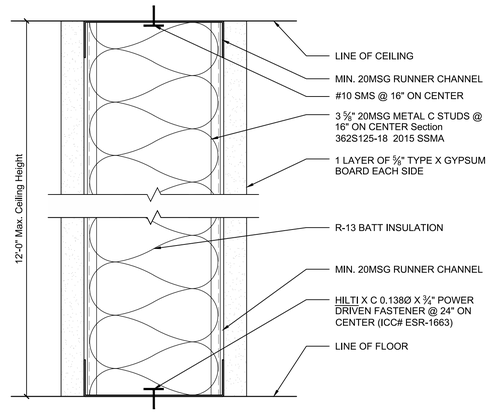
WALL ASSEMBLY TO BE CONSTRUCTED ACCORDING TO UL 263, DESIGN NO. U423

FOR WALL FRAMING, SEE DETAIL 6 / A501

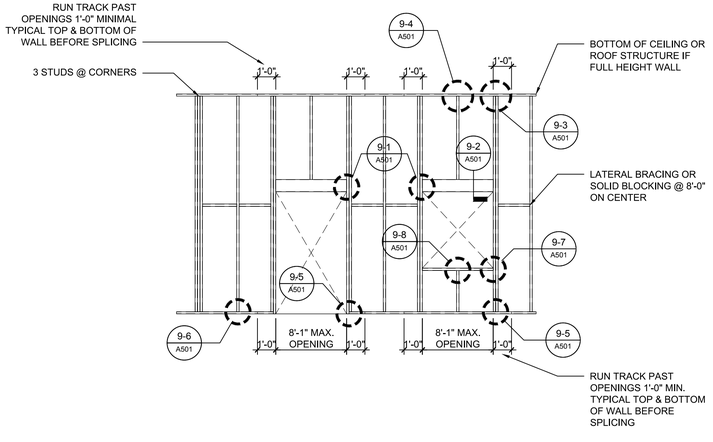
THE MEMBRANE CONSISTS OF:
NOMINAL ⅝" THICK LEAD BACKED GYPSUM PANEL WITH BEVELED, SQUARE OR TAPERED EDGES, APPLIED VERTICALLY. VERTICAL JOINTS CENTERED OVER 20 MSG STEEL STUDS AND STAGGERED MIN 1 STUD CAVITY ON OPPOSITE SIDES OF STUDS.
WALLBOARD SECURED TO STUDS WITH 1 ¼" LONG TYPE S-12 STEEL SCREWS SPACED 8" O.C. AT PERIMETER AND 12" ON CENTER IN THE FIELD. TO BE USED WITH LEAD BATTEN STRIPS OR LEAD DISCS OR TABS.

FLOOR & CEILING RUNNERS:
CHANNEL SHAPED RUNNERS MIN 3 ½" DEEP WITH 1 ¼" FLANGES FABRICATED FROM MIN. NO. 20 MSG CORROSION-PROTEDTED STEEL. ATTACHED TO FLOOR AND CEILING ASSEMBLIES WITH STEEL FASTENERS SPACED NOT GREATER THAN 24" ON CENTER.

STEEL STUDS:
CHANNEL SHAPED, FABRICATED FROM MIN. 20 MSG CORROSION-PROTECTED OR GALVANIZED STEEL, 3 ½" MIN. WIDTH, MIN 1 ½" FLANGES AND ¼" RETURN, SPACED A MAX OF 16" ON CENTER STUDS FRICTION-FIT INTO FLOOR AND CEILING RUNNERS.



5 / A501 3 5/8" METAL NON-STRUCTURAL INTERIOR PARTITION WALL DETAIL
6" = 1'-0"



NOTE:
1. TRACK SAME GAUGE AS STUDS
2. MULTIPLE STUDS TO BE WELDED ⅛" X 1" LONG @ 2'-0" ON CENTER EACH FLANGE.
3. USE 20 GA. STUDS UNLESS NOTED OTHERWISE.
4. NON-STRUCTURAL FRAMING TO COMPLY WITH CBC SECTION 2211.2

6 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL FRAMING DETAIL
1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TYPICAL DTAILS

24-A-7.1

SHEET 24 OF25

INTERIOR MATERIALS - RESTROOMS



42" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-42
SIZE: 42"



36" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-36
SIZE: 36"



18" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-18
SIZE: 18" VERTICAL



TOILET TISSUE DISPENSER
MANUFACTUER: BOBRICK
STYLE: JUMBO ROLL SURFACE-MOUNTED SINGLE ROLL B-2890H



SANITARY NAPKIN DISPOSAL
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SANITARY NAPKIN DISPOSAL B-270



SOAP DISPENSER
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SOAP DISPENSER B-2111



PAPER TOWEL DISPENSER / WASTE COMBO
MANUFACTUER: BOBRICK
STYLE: SEMI-RECESSED CONVERTIBLE PAPER TOWEL DISPENSER/ WASTE RECEPTACLE
B-3942



PAPER TOWEL DISPENSER ALTERNATE
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT PAPER TOWEL DISPENSER B-262



SINK – WALL HUNG
MANUFACTUER: KOHLER
STYLE: SOHO K-2084-0
SIZE: 20" X 18"
COLOR: WHITE
NOTES: KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET



SINK ALTERNATE: UNDERMOUNT
STYLE: VERTICYL RECTANGLE UNDERMOUNT BATHROOM SINK K-2882
SIZE: 17.25" X 13" BOWL DEPTH
COLOR: WHITE
NOTES: PROVIDE WITH SS-1 COUNTERTOP ADA VANITY., KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET



TOILET
MANUFACTUER: KOHLER
STYLE: ANGLESEY K-4388
NOTES: BARRIER FREE FLOOR-MOUNTED TOP SPUD FLUSHOMETER
BOWL WITH INTEGRAL SEAT. PROVIDE WITH EITHER K10957
TOUCHLESS DC 1.6 GPF TOILET FLUSHOMETER OR K-13516 MANUAL 1.6 GPF WC FLUSHOMETER



URINAL
MANUFACTUER: KOHLER
STYLE: BARDON K-4991-ET

EXTERIOR MATERIALS

WOOD CLADDING
MANUFACTUER: KNOTWOOD
STYLE: ALUMINUM CLADDING - WOOD LOOK
COLOR: IROKO

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: CAVIAR 6990
LOCTION: METAL TRIM

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)

INTERIOR MATERIALS - RESTROOMS

WALL TILE
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: ICE WHITE 0025 GLOSS FINISH

ACCENT WALL TILE (CT-1, CT-2, CT-3, CT-4)
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: PEACOCK BLUE 0084, SAPPHIRE SKU 0070, STORM GRAY 0040, ICE WHITE 0025
GLOSS FINISH

TILE FLOORING (PT-1)
PORCELAIN TILE
MANUFACTUER: VIRGINIA TILE - ATLAS CONCORDE
STYLE: BOOST FLOOR TILE
SIZE: 24" X 24"
COLOR: SMOKE, MATTE
NOTES: MONOLITHIC INSTALLATION

TOILET STALL PARTITIONS
STAINLESS STEEL TOILET PARTITIONS

VANITY LIGHT FIXTURE
MANUFACTUER: TECH LIGHTING
STYLE:BANDA 24 BATH
SIZE: 24" WIDE
COLOR: MATTE BLACK
LOCATION: TO BE MOUNTED ABOVE MIRROR IN BATHROOMS

GENERAL LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED
NOTES: RECESSED IN GYP CEILING, FLUSH LENS, TRIM FLANGE, SPECIFY LENGTH OF LUMINAIRE IN 1" INCREMENTS (TYPICAL 4' LENGTHS)

CEILING ALTERNATE: 2X2 LAY IN (ACP-1)
MANUFACTUER: ARMSTRONG CEILING SOLUTIONS
STYLE: OPTIMA TEGULAR CEILING TILE 24" X 24" WITH PRELUDE 15/16 GRID IN WHITE

GENERAL LIGHTING ALTERNAT: 2X2 FIXTURE
MANUFACTUER: LITHONIA LIGHTING
STYLE: CPX LED FLAT PANEL
SIZE: 24" X 24"
COLOR: WHITE

MIRROR
MANUFACTUER: KOHLER
STYLE: ESSENTIAL K-26052
SIZE: 22" X 34"
FINISH: MATTE BLACK
NOTES: BOTTOM OF REFLECTIVE SURFACE TO BE MOUNTED 44" AFF

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL



CONCRETE FLOORING (SC-1)
USE SEALED CONCRETE FLOORING IF POSSIBLE



FLOORING ALTERNATE: LUXURY VINYL TILE (LVT-1)
MANUFACTUER: PATCRAFT
STYLE: 1478V MOLTEN
SIZE: 24" X 24"
COLOR: SHALE 00540 - V2



WALL BASE (RB-1)
RUBBER BASE
MANUFACTUER: JOHNSONITE: TARKETT
STYLE: SHOE BASE MOLDING
COLOR: SHARK FIN CG TG2

GENERAL PAINT COLOR (IPS-2)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669
LOCATION: WALLS, BULKHEADS, WOOD DOORS AND FRAMES

ACCENT WALL COLOR (IPS-1)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)
LOCATION: ACCENT WALLS

WOOD WALLS (WDP-1)
PLYWOOD, STAINED AND SEALED

MOSS
MANUFACTUER: GREENOASIS
STYLE: REINDEER MOSS
COLOR: NATURE

SOLID SURFACE (SS-2)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: WHITE JASMINE
LOCATION: CHECK-IN DESKTOP AND WATERFALL EDGES

SOLID SURFACE (SS-1)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: CARBON AGGREGATE
LOCATION: BENCH SEATING AND POSSIBLE RECEPTION DESK

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL

UPHOLSTERED BENCH
MANUFACTUER: MOMENTUM TEXTILES
STYLE: MOGUL EPU
COLOR: PAYROLL

CEILINGS (IPS-4)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006
LOCATION: GYP CEILINGS, METAL DECK

RECESSED STRIP LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED

PENDANT LIGHTING
MANUFACTUER: METEOR
STYLE: VELA 6 ALUMINUM SHROUD
SIZE: 16", 19" OR 22"
COLOR: WHITE

PLASTIC LAMINATE (PL-1)
MANUFACTUER: WILSONART
STYLE: HPL
COLOR: FOSSIL SHALE, GLOSS FINISH D50
LOCATION:
NOTES:

PLASTIC LAMINATE (PL-2)
MANUFACTUER: WILSONART
STYLE: SOLICOR HPL
COLOR: DESIGNER WHITE, GLOSS FINISH D354-01
LOCATION:
NOTES:

STOREFRONT
MANUFACTURER: TUBELITE
COLOR: BLACK

WINDOW FILM (WF-1)
MANUFACTUER: SOLYX
STYLE: SXGF-0097 DEEP ETCH
LOCATION: APPNOTES: APPLY TO EXTERIOR OF GLAZINGLY INTO RETAIL AREA OR WHERE PARAPHERNALIA IS VISIBLE FROM THE EXTERIOR

SIGNAGE BACKGROUND
SIGNAGE AND BANNERS BY OWNER. USE IMAGE FOR BASIS OF DESIGN BACKGROUND

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

MATERIALS

25-A-8

SHEET 25 OF25

ATTACHMENT B

PC Resolution 2024-14

Development Agreement No. 24-0035

PC RESOLUTION NO. 2024-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936 SQUARE-FOOT RETAIL BUILDING LEASE SPACE LOCATED AT 23825 CATT ROAD (CATT CROSSINGS RETAIL CENTER)

WHEREAS, the Planning Department on June 24, 2024 received an application for a Development Agreement 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road from:

Applicant/Owner:	CCG Catt, LLC (Saad Pattah)
Project Location:	23825 Catt Road
APN:	380-240-001
Project Area:	0.66 acres +/-

WHEREAS, California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development; and

WHEREAS, pursuant to Chapter 17.315 (Cannabis Businesses) of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the Project and said Development Agreement must be approved by the Planning Commission and the City Council; and

WHEREAS, in accordance with Chapter 17.192 of the Wildomar Municipal Code, the Planning Department on September 17, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners and tenants of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0035 to establish a retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on September 20, 2024 posted a public hearing notice “sign board” along Clinton Keith Road and Catt Road street frontages notifying the neighborhood residents of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0035 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Section 17.04.050 of the Wildomar Municipal Code, the Planning Department, on September 20, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the October 2, 2024 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0035 to establish a retail cannabis business; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission conducted a duly noticed public hearing to discuss the proposed Development Agreement No. 24-0035 on October 2, 2024, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the Planning Commission voted to continue the public hearing for Development Agreement No. 24-0035 to the October 23, 2024 special Planning Commission meeting; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission conducted the continued public hearing on Development Agreement No. 24-0035 at its October 23, 2024 special meeting, at which time interested persons had a second opportunity to testify in support of, or opposition to the proposed development agreement.

NOW THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, order as follows:

SECTION 1. CEQA DETERMINATION

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 24-0035 establishing a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space located at 23825 Catt Road (APN: 380-240-001) part of the cannabis business operations for which building permits will be required. Therefore, based on this, the Planning Commission hereby recommends the City Council adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Development Agreement No. 24-0035

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The Planning Commission hereby finds Development Agreement No. 24-0035 establishing a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road (APN: 380-240-001) is consistent with the MSHCP, as the project is located outside of any MSHCP criteria area cell, and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. GENERAL PLAN CONSISTENCY

The Planning Commission recommends the City Council hereby find and determine that Development Agreement No. 24-0035 is consistent with the General Plan of the City of Wildomar. General Plan policies LU 7.1, 7.2 and 7.12 aim to promote economic development in the City by accommodating development of balanced land uses, promoting a variety of stable employment and business uses, and improving the jobs-housing ratio. Allowing the Project to operate in the City furthers each of these policies.

SECTION 4. PLANNING COMMISSION ACTION

The Planning Commission of the City of Wildomar, based on the above findings and the conditions and obligations contained in the proposed Development Agreement, recommends to the City Council adoption of an Ordinance (Exhibit 1 to this Resolution) approving Development Agreement No. 24-0035 (Exhibit A of attached Ordinance) with the findings, conditions and obligations contained in the record.

PASSED, APPROVED AND ADOPTED this 23rd day of October, 2024.

_____
Eric Filar
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Community Development Director
Minutes Secretary

APPROVED AS TO FORM:

_____
Stephanie Gutierez
Assistant City Attorney

EXHIBIT 1

DRAFT CITY COUNCIL ORDINANCE

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING APPROVAL OF DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN 3,936 SQUARE-FOOT RETAIL LEASE SPACE IN THE CATT CROSSINGS RETAIL CENTER LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

RECITALS:

WHEREAS, the Planning Department on June 24, 2024 received an application for Development Agreement No. 24-0035 to establish a retail cannabis business within a 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S (Scenic Highway Commercial) zone located at 23825 Catt Road from:

Applicant/Owner:	Catt Road, LLC (Saad Pattah)
Project Location:	23825 Catt Road, Wildomar, CA 92595
APN:	380-240-001
Project Area:	0.663 acres

WHEREAS, California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development; and

WHEREAS, pursuant to Chapter 17.315 (Cannabis Businesses) of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the Project and said Development Agreement must be approved by the Planning Commission and the City Council; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission held a noticed public hearing on October 2, and October 23, 2024 to review Development Agreement No. 24-0035, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the Planning Commission received public testimony, and subsequently adopted PC Resolution No. 2024-14 recommending City Council approval of Development Agreement No. 24-0035, and

WHEREAS, in accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on _____, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the _____, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on _____, 2024 posted a public hearing notice "sign board" along Clinton Keith Road and Catt Road street frontages notifying the neighborhood residents of the _____, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, on _____, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the _____, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish a retail cannabis business; and

WHEREAS, in accordance with Chapter 17.200 and 17.315 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on _____, 2024, to discuss the proposed Development Agreement No. 24-0035 and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the City Council received public testimony concerning the proposed development agreement.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA ENVIRONMENTAL DETERMINATION.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 24-0035 establishing a retail cannabis business within a 3,936 square-foot retail building (including tenant improvements) within the approved Catt Crossings Retail Center located within the C-P-S (Scenic Highway Commercial) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to construct and make tenant improvements to the lease space located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) as part of the cannabis business operations for which building permits will be required. Therefore, based on this, the City Council hereby adopts this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Development Agreement No. 24-0035

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The Planning Commission hereby finds Development Agreement No. 24-0035 to establish a retail cannabis business located at 23825 Catt Road is consistent with the MSHCP, as the project is located outside of any MSHCP criteria area cell, and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. GENERAL PLAN CONSISTENCY

The City Council hereby finds and determines that Development Agreement No. 24-0035 is consistent with the General Plan of the City of Wildomar. General Plan policies LU 7.1, 7.2 and 7.12 aim to promote economic development in the City by accommodating development of balanced land uses, promoting a variety of stable employment and business uses, and improving the jobs-housing ratio. Allowing the Project to operate in the City furthers each of these policies.

SECTION 4. DEVELOPMENT AGREEMENT

Based upon the evidence presented and the above findings, the City Council hereby approves Development Agreement No. 24-0035 as illustrated herein and attached hereto to this Ordinance as Exhibit A. The City Manager is directed to execute Development Agreement No. 24-0035 on behalf of the City.

SECTION 5. RECORDATION OF DEVELOPMENT AGREEMENT

Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

SECTION 6. SEVERABILITY

If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

SECTION 7. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 8. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Chapter 39633(c).

INTRODUCED AND APPROVED FOR FIRST READING this ____, day of _____, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT NO. 24-0035

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

Space Above Line for Recorder's Use Only
Exempt from Recording Fees per Gov't Code § 27383

DEVELOPMENT AGREEMENT

FOR CONDITIONAL USE PERMIT NO. 24-0035

By and Between

CITY OF WILDOMAR

and

CATT ROAD, LLC

NOVEMBER 13, 2024

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), dated for reference purposes as first indicated on the cover page, is entered into by and between the City of Wildomar, a California general law Municipal Corporation ("City") and Catt Road, LLC a Limited Liability Company, (“Developer”) as follows:

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864 through 65869.5, which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries for the development of such property in order to, among other things, encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

B. On June 10, 2024, the City Council adopted Ordinance No. 187 establishing zoning and use regulations for cannabis businesses within the City, which includes a requirement that a cannabis business enter into a development agreement with the City prior to commencing operations.

C. Developer is the tenant of that certain real property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California hereinafter referred to as the "Property" and as more particularly described herein. Developer proposed to improve, develop and use the Property for a Cannabis Business in accordance with the State Laws and Wildomar Municipal Code (the “Project”)

D. The Property is owned by CCG Catt, LLC (“Property Owner”). The Property Owner has provided notarized written consent to the terms of this Agreement and the recordation thereof, attached here to as Exhibit C.

E. On June 24, 2024, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

F. On October 2, 2024, the Planning Commission considered, at a duly noticed public hearing, and voted to recommend to the City Council adoption of a Categorical Exemption in accordance with Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), and approval of this Development Agreement (DA 24-0035) and Conditional Use Permit No. 24-0035 for the Project.

G. On November 13, 2024, the City Council held a duly noticed public hearing and voted to adopt a Categorical Exemption in accordance with Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), approval and Conditional Use Permit No. 24-0035 for the Project and introduced and had the first reading of Ordinance No. _____ approving this Agreement.

H. On December 11, 2024, the City Council considered and approved (2nd reading) this Development Agreement No. 24-0035 by adopting Ordinance No. _____.

I. In adopting this Agreement, City understands that Developer will acquire certain vested rights regarding development of the Project on the Property and that this Agreement will bind future City Councils to its terms to the extent allowed by law.

J. City acknowledges the benefit the Project will provide to the community and desires to encourage the undertaking and completion of the Project and to provide a greater level of development certainty for the Developer by entering into this Agreement.

K. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

OPERATIVE PROVISIONS

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

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below. Words and phrases not defined herein and defined in City Ordinance Nos. 187 or 188 shall have the meanings ascribed in those ordinances.

1.1 ***"Action"*** means any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

1.2 ***"Cannabis Business License"*** means the license to operate a cannabis business issued by the City to the Developer for the Project under Chapter 5.76 of the Wildomar Municipal Code.

1.3 ***"City"*** means the City of Wildomar, a general law, municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

1.4 ***"Claim or Litigation"*** means any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.5 ***"County"*** means the County of Riverside.

1.6 ***"Developer"*** means Catt Road, LLC, a Limited Liability Company, having its principal place of business at 553 West 9th Street, Escondido, CA 92025, and who is authorized to conduct business, and is doing business, within California. As of the Effective Date of this Agreement, the Developer has entered into a sale agreement with the Property Owner, "CCG Catt, LLC." The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

1.7 ***"Development Costs"*** means all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the Project, including but not limited to: predevelopment costs; Developer's overhead and related costs; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; and all other costs and expenses of Developer related to the performance of this Agreement.

1.8 ***"Development Exaction"*** means any requirement of the City in connection with or pursuant to any Land Use Regulation or Existing 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, consistent with this Agreement.

1.9 ***"Development Impact Fees"*** means those development impact fees imposed and levied by the City to recover the cost of planned public facilities and to mitigate impacts of projects on the City.

1.10 ***"Effective Date"*** means the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City

Council adopted such Ordinance absent a referendum challenge, and provided that the Agreement has been fully executed by the Parties.

1.11 ***"Existing Development Approval(s)"*** means all land use development permits and approvals issued, approved, and/or certified by the City Council, Planning Commission, Planning Director, or Building Official, including those development approvals listed in Recital E, but also including any land use or building permits and approvals issues, approved, and/or certified as of the Effective Date of this Agreement by the City Council, City's Planning Commission, Planning Director or Building Official for the Project.

1.12 ***"Existing Land Use Regulation"*** means a Land Use Regulation existing, effective, and made a matter of public record as of the Effective Date of this Agreement.

1.13 ***"General Plan"*** means the City's General Plan as of the date of this Agreement, as amended.

1.14 ***"Land Use Regulations"*** means all ordinances, resolutions, codes, rules, regulations, and official policies of City, 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; 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 which have been adopted and are effective and are a matter of public record as of the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy, governing:

(a) The licensing or regulation of businesses, professions, and occupations;

(b) Sales taxes, ad valorem property taxes, or voter approved general or special 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; and/or

(e) The exercise of the power of eminent domain.

1.15 ***"Litigation Expenses"*** means all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys' fees are to be paid by Developer to the

City's law firm on behalf of, or in defense of, City, the rate to be paid shall be the full litigation rate charged by the City's law firm to the City in accord with the City's contract with that law firm.

1.16 ***"Project"*** means that certain retail cannabis business development proposed by Catt Road, LLC, a Limited Liability Company, consisting of a 3,936 square foot retail cannabis business located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, as permitted under, and as more fully described, in the Existing Development Approvals.

1.17 ***"Property"*** means a certain real property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California, as more particularly described in the legal description in Attachment 1 and depicted in Attachment 2 both of which are attached hereto and incorporated herein by this reference.

1.18 ***"Property Owner"*** means "CCG Catt, LLC."

1.19 ***"Public Improvement"*** means those public improvements, including but not limited to, streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities directly related to the Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Project to be dedicated to the City by Developer as specifically required under the Existing Development Approvals.

1.20 ***"Regional Fees"*** means fees and charges imposed or levied by any other public agency, regional agency, utility, district or joint powers authority, regardless of whether City collects those fees and charges, including, but not limited to, Transportation Uniform Mitigation Fee (TUMF), Multiple Species Habitat Conservation Plan (MSHCP), ADP and K-Rat.

1.21 ***"Subsequent Development Approvals"*** means any ministerial and discretionary permits, licenses, or other similar entitlements or approvals that must be secured by the Developer in order to develop the Project on the Property other than the Existing Development Approvals and Cannabis Business License. Subsequent Development Approvals include any changes to the Existing Development Approvals

1.22 ***"Subsequent Land Use Regulation"*** means any Land Use Regulation adopted, effective, and made a matter of public record after the Effective Date of this Agreement.

2. VESTING AND SCOPE OF DEVELOPMENT

2.1 **Vesting**. During the Term of this Agreement, Developer shall be entitled to, and vested with the right to, develop the Project on the Property, subject to the terms and conditions of this Agreement, the Existing Development Approvals, any Subsequent Development Approvals, the Cannabis Business License, Land Use Regulations and State laws.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall be for an initial period of twenty (20) years. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

2.3 Subsequent Development Approvals. Successful implementation of the Project may require the Developer to obtain additional approvals and permits from City. In connection with the consideration and issuance of any such Subsequent Development Approval which is not ministerial in nature, the City reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of each Subsequent Development Approval.

2.4 Development Costs. Developer shall be solely responsible for payment of all Development Costs incurred in connection with developing the Project on the Property.

2.5 Schedule of Performance. Developer shall, in good faith, use commercially reasonable efforts to undertake, commence, and thereafter diligently pursue to completion, the development of the Project. The parties acknowledge that Developer cannot at this time specifically predict when, or the rate at which, the Project will be constructed and completed. Such decisions depend upon numerous factors, which are not within the control of Developer, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market 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, it is the intent of City and Developer to cure any possible deficiency in this Agreement arising from the same legal infirmity, by acknowledging and providing that the Developer shall have the right to develop Project on the Property in such order, at such rate, and at such times during the Term of the Agreement, as the Developer deems appropriate within the exercise of its independent business judgment.

2.6 Developer's Representations and Warranties. Developer represents and warrants that, to the best of its knowledge, the following are accurate and true as of the Effective Date of this Agreement:

2.6.1 Title and Possession. Developer leases said Property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California, and is the sole person in legal possession of the lease space. All other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

2.6.2 No Legal Actions. No Action to acquire, partition, or quiet title or any interest in the Property, or any Action that is reasonably likely to impair, encumber, or otherwise adversely impact title to the Property or Developer's rights, title, or interest to

or in the Property is pending or otherwise imminent (including written threats to commence such Action), and to the best of Developer's knowledge there are no facts upon which a third party could reasonable base, maintain, or threaten such an Action.

2.6.3 No Legal Impediments to Agreement. No contract, lease, or other agreement, whether recorded or unrecorded, bars, prohibits, limits or otherwise impairs Developer's ability to enter into this Agreement and to encumber the Property with this Agreement.

2.7 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications for Implementing Approvals, provided they are in a proper form and acceptable for required processing in accordance with the Existing Development Approvals and the provisions of this Agreement.

3. PUBLIC BENEFITS

3.1 Public Benefit. The parties acknowledge and agree that this Agreement confers private benefits on the Developer that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Developer by imposition of the Development Agreement Fee set forth in Section 3.2 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Developer as provided in Section 3.2 hereof which fee will be utilized to further mitigate the impact of the Project and provide community benefits, as determined by the City Council. The provisions of this Section 3 are material terms of this Agreement, and failure by Developer to fulfill any of its obligations in this Section 3 shall be a material breach of this Agreement.

3.2 Development Agreement Fee. On the Effective Date of this Agreement and on each anniversary thereafter, the Developer shall pay to the City a Development Agreement Fee as follows:

3.2.1 Twenty dollars ($20.00) per gross square foot of floor area based on a 3,936 square-foot lease space (as noted in the Development Agreement application package) within any building, facility, or structure utilized for the proposed Cannabis Business. Beginning on the next January 1st proceeding the issuance of Certificate of Occupancy, this portion of the Development Agreement Fee shall be automatically adjusted based on the average percentage change in the Consumer Price Index (CPI) for "all urban consumers" in the Riverside-San Bernardino-Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period.

3.2.2 In addition, the following amounts shall be paid to the City based on the quarterly (1/4) gross receipts excluding taxes and refunds of the Cannabis Business commencing on the first calendar quarterly (1/4) anniversary after the Certificate of Occupancy issuance and quarterly (1/4) thereafter as follows:

3.2.2.1 1st anniversary through 5th anniversary: 3% of gross receipts excluding taxes and refunds per calendar quarter.

3.2.2.2 6th anniversary through 20th anniversary: 5% of gross receipts excluding taxes and refunds per calendar quarter unless the City and Developer agree to a different amount and as approved by the City Council prior to the 6th anniversary of the Effective Date.

3.2.3 City and Developer hereby agree to engage in good faith negotiations during the 5th year of this Development Agreement regarding the Development percentage fee noted above.

3.2.4 The City shall have the power to audit and examine all books and records of the Developer, as well as persons engaged in the operation of the Cannabis Business, including both state and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of the Cannabis Business for the purpose of ascertaining the amount of the Development Agreement Fee required to be paid by Developer under this Section.

3.2.5 In the event that during the Term of this Agreement the voters of the City approve a cannabis tax, then the Development Agreement Fee shall no longer be due and payable from the date the cannabis tax takes effect through the remainder of the Term.

3.3 Other Fees. In addition to the Development Agreement Fee, Developer agrees to pay all Regulatory Fees, Development Impact Fees, and any other applicable fees to the City related to the development of the Project on the Property.

4. APPLICABLE LAWS AND REGULATIONS; RESERVATION OF AUTHORITY

4.1 Existing Land Use Regulations. The Existing Land Use Regulations shall be applicable to the Project. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the Project, subject to the Reservation of Authority set forth in section 4.3 hereof.

4.2 Federal and State Laws. Notwithstanding any other provision in this Agreement to the contrary, the Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the City's ordinances, resolutions, rules, regulations, and policies, or require the same be amended, or require the City to adopt

new ordinances, resolutions, rules, regulations, and policies. As provided in section 65869.5 of the California Government Code, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

4.3 Reservation of Authority. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of the Project:

4.3.1 Filing and Processing Fees. Developer shall pay all customary and typical filing and permit processing fees imposed for Subsequent Development Approvals as required under ordinances and resolutions then in effect.

4.3.2 Development Impact Fees. Development impact fees or charges imposed by the City on and in connection with a development or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable laws (e.g., school district impact fees pursuant to Government Code Section 65995)..

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

4.3.4 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

4.3.5 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

4.3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

4.4 Changes and Amendments. Substantial changes to the Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

4.4.1 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Developer's breach or failure to comply in good faith with the requirements of this Agreement.

4.4.2 Review by City Council. Any amendment to this Agreement shall require review and approval by the City Council.

5. RIGHTS OF MORTGAGEES.

5.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Developer's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

5.2 Notice of Default to Mortgagee; Right to Cure.

5.2.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Developer under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Developer. City shall have no liability for damages or otherwise to Developer, Developer's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

5.2.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

5.2.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

5.3 Cure by Mortgagee. In the event any obligation of Developer is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

5.4 Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer'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. City 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 the Developer and representatives of such lenders to negotiate in

good faith any such request for interpretation or modification. City 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. Developer shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

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 or specified herein.

6. INDEMNITY, INSURANCE AND RELEASE

6.1 Participation in Litigation: Indemnity. The Developer shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an "Agent") and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may select legal counsel providing the Developer's defense and it is expressly agreed that the City shall have the right to approve separate legal counsel providing the City's defense. The Developer shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Developer agrees that City will forward monthly invoices to Developer for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Developer agrees to timely payment within thirty (30) days of receipt of the invoice. Developer agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Developer in the defense of any Claim or Litigation.

The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Developer to settle the litigation on whatever terms the Developer determine, in their sole and absolute discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

6.2 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

6.3 Insurance. Developer shall maintain insurance in the amounts and of the types that are acceptable to the City as required under the Cannabis Business License.

6.4 Release. Except for non-damage remedies, including the remedy of specific performance as provided for in Section 8.6 [Legal and Equitable Actions], Developer, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature 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 liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

7. PERIODIC REVIEW PROCEDURE

7.1 Timing. Pursuant to Government Code § 65865.1, City shall review this Developer's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Developer or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 8.0 [Default and Enforcement], within thirty (30) days of written demand from City.

7.2 Evidence for Annual Review. Developer shall deliver to City within thirty (30) days of each anniversary of the Effective Date evidence to demonstrate the Developer's good faith compliance with the terms of this Agreement, including but not limited to compliance with the payment obligations in Section 3 of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Developer's good faith compliance with this Agreement. It shall be Developer's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Developer any public staff reports and documents to be used or relied upon by City to determine Developer's good faith compliance with this Agreement. The Developer shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.

7.3 Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Developer is in good faith compliance with this Agreement, the City, upon written request of the Developer, shall provide Developer with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Developer shall have the right, in the Developer's sole discretion, to record this notice of compliance.

8. DEFAULT AND ENFORCEMENT

8.1 Default. Either party's failure or unreasonable delay in performing any term, provision or covenant of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. If the defaulting party fails to cure the Default within forty-five (45) business days after receipt of a Notice of Default, or, if the Default is of a nature that cannot be cured within forty-five (45) business days, the defaulting party fails to commence to cure the Default within said forty-five (45) business days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

8.2 Default by Developer. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions and failure to cure such default in accordance with Section 8.1 hereof:

8.2.1 If a warranty, representation, or statement made or furnished by Developer to City is false or proves to have been false in any material respect when it was made.

8.2.2 More than forty-five (45) days have passed since City's making of a written request to Developer for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement.

8.2.3 A finding and determination by City that upon the basis of information provided by Developer, and reviewed and investigated by City, the Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

8.2.4 Developer failed to substantially comply with any material term, condition, or covenant of this Agreement, including failing to timely provide the evidence required under Section 7.2 of this Agreement.

8.3 Default by City. If City has failed to cure it's Default after notice and an opportunity to cure as provided in Section 8.1. [Default], Developer may pursue any legal or equitable remedy available to it under this Agreement without further notice to City, except as may be required under the law for service of summons and other legal papers. It is acknowledged by the parties that City would not have entered into this Agreement if City was to be subject to or liable for monetary damages under or with respect to this

Agreement or the application thereof. Developer, for himself or any successor thereto, expressly waives the right to seek monetary damages against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Developer covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City.

8.4 No Recovery for Monetary Damages. As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Developer may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Developer or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Developer or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Developer seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy of monetary damages is not available to any Party except as provided below.

For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs in such action.

In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

8.5 Waiver. Failure or delay in giving Notice of Default, or failing to commence a legal or equitable action as a result of the Default, shall not waive a Party's right to give future Notice of the same or any other Default.

8.6 Legal and Equitable Actions. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any Default and to recover damages (except as otherwise provided herein) for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

8.6.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, Central Division, State of California, or in the United States District Court for the Central District of California. Developer specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

8.6.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.6.3 Litigation Expenses. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in Code of Civil Procedure §1032(a)(4).

8.6.4 Specific Performance Remedy. The City and Developer agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary to compensate Developer if the City fails to carry out its obligations under this Agreement.

8.7 Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

8.8 Termination. This Agreement shall terminate upon the occurrence of any of the following:

8.8.1 Expiration of the term stated in section 2.2;

8.8.2 Mutual written consent of the parties;

8.8.3 Conditional Use Permit No. 24-0035 expires pursuant to Wildomar Municipal Code Section 17.200.060, or is revoked pursuant to Wildomar Municipal Code Section 17.200.070;

8.8.4 Developer's Cannabis Business License or State License is revoked, or Developer fails to timely renew its Cannabis Business License or State License and Developer is without either license for a period of at least thirty (30) consecutive days;

8.8.5 Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement;

8.8.6 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement;

8.8.7 Developer no longer has a legal or equitable interest in the Property or has ceased operating the Project on the Property, for a period of at least thirty (30) consecutive days;

8.8.8 Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein in violation of this Agreement and fails to cure such default within the time set forth in Section 8.1 [Default] hereof;

8.8.9 Developer is otherwise in material Default of this Agreement and fails to cure such Default within the time set forth in Section 8.1 [Default] hereof.

8.9 Revocation of CUP. The execution and recordation of this Agreement is a condition of approval of Conditional Use Permit No. 24-0035 pursuant to Section 17.315.080(A)(7) of the Wildomar Municipal Code. Developer understands and agrees that termination of this Agreement pursuant to Section 8.8 constitutes good cause for the City to revoke Conditional Use Permit No. 24-0035.

9. GENERAL PROVISIONS

9.1 Waiver of Challenges. In exchange for the vested right to develop pursuant to this Agreement, Developer expressly waives for himself and for any successor thereto, the right to challenge or contest the validity of any condition of approval attached to any entitlement which is a part of the Existing Development Approvals.

9.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

9.3 Assignment. The rights and obligations of Developer hereunder shall not be assigned or transferred, except that on thirty (30) days written notice to City, Developer may assign all or a portion of Developer's rights and obligations there under to any person or persons, partnership or corporation who purchases all or a portion of Developer's right, title and interest in the Property, or Project, provided such assignee or grantee assumes in writing each and every obligation of Developer hereunder yet to be performed, and further provided that Developer obtains the written consent of City to the assignment, which consent shall not be unreasonably withheld. No assignment shall be consented to by City until the assignee has obtained a Cannabis Business License from the City for the Project. Notwithstanding the foregoing provision concerning the written consent of City, and provided that the assignment is to an affiliate of Developer (an entity which is controlled by, controls, or is under common control with, Developer), the City shall in such cases provide its written consent provided that all other requirements of this section are satisfied. The notice to City shall include the identity of any such assignee

and a copy of the written assumption of the assignor's obligations hereunder pertaining to the portion assigned or transferred. After such notice and the receipt of such consent, the assignor shall have no further obligations or liabilities hereunder. The City Manager may act on behalf of City regarding any actions concerning the assignment of this Agreement.

9.4 Enforced Delays; Extension of Times. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Developer; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period or the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Developer.

9.5 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

9.6 Project as a Private Undertaking/Relationship of Parties. 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 City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.7 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid to the person and address provided below. Delivery shall be presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail or within two (2) days of delivery by facsimile, provided that if notice is by facsimile, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below.

Notice required to be given to City shall be addressed as follows:

To City: City of Wildomar
Attn: Daniel A. York, City Manager
23873 Clinton Keith Road, Suite #110
Wildomar, CA 92595
Facsimile: (951) 698-1463

With a copy to: City Attorney
Attn: Thomas D. Jex
1770 Iowa Ave., Suite 240
Riverside, CA 92507
Facsimile: (951) 788-5785

Notices required to be given to Developer shall be addressed as follows:

To Developer: Saad Pattah, Developer
Catt Road, LLC
553 West 9th Street
Escondido, CA 92025

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement 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 to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Developer or Developer's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Developer or Developer's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Developer or Developer's successor agrees to reimburse City within thirty (30) days of written demand therefor.

9.9 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

9.10 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties

of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

9.11 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

9.12 Integration. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

9.13 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

9.14 Interpretation. City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

9.15 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

9.16 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

9.17 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Clarifications to this Agreement and the Existing Land Use Regulations may be appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law, the Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for

those which relate to the (i) term; (ii) permitted uses; or (iii) density or intensity of use. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (iii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing which reference this Section 9.17. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of Section 9.18 below.

9.18 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Developer. On behalf of City, the City Manager shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Developer, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

9.19 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A – PROPERTY LEGAL DESCRIPTION

Exhibit B – SITE DIAGRAM

Exhibit C – PROPERTY OWNER CONSENT

9.20 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

9.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF WILDOMAR

By: _____
Daniel A, York
City Manager

ATTEST:

By: _____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

DEVELOPER:

CATT ROAD, LLC, A LIMITED LIABILITY COMPANY

By: _____
Saad Pattah, Owner

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
County of _____)

On _____, before me, _____a

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET;

THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET 10 TO A POINT AT THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30,00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

SITE DIAGRAM

(23825 CATT ROAD, WILDOMAR, CA 92595 (APN: 380-240-001))



EXHIBIT C

PROPERTY OWNER CONSENT

"CCG Catt, LLC" being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and Catt Road, LLC, a Limited Liability Company, dated for identification as of December 11, 2024 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

CCG Catt, LLC
Mark Cooper, Managing Director

Date: _____ _____
Owners Signature

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

County of _____)

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

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

WITNESS my hand and official seal.

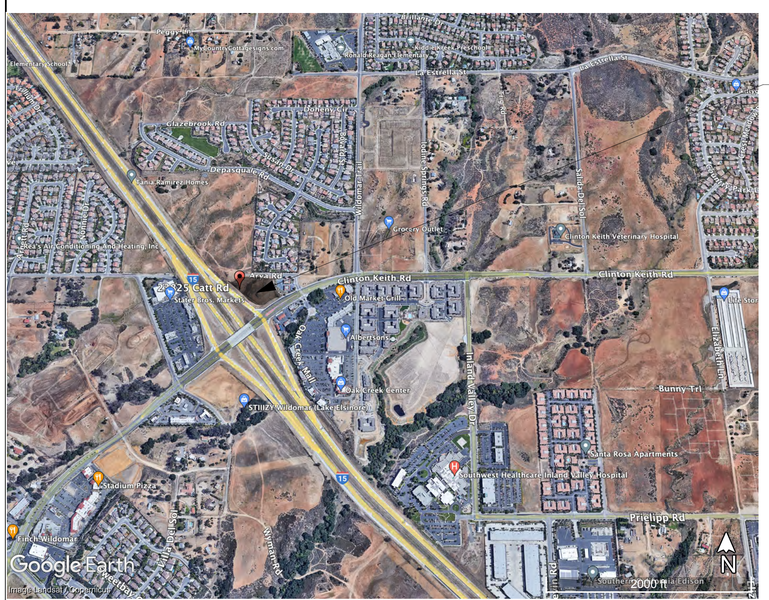
_____
Signature of Notary

(Affix seal here)





CATT CROSSING RETAIL CENTER



CATT ROAD, LLC LOCATION MAP

CONDITIONAL USE PERMIT:

CATT ROAD, LLC DBA, THE CAKE HOUSE **EAST**

23825 CATT RD.
WILDOMAR, CA 92025
APN:380-240-001

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

CATT CROSSING RETAIL CENTER
NEC INTERSTATE HWAY 15 &
CLINTON KETH RD.
WILDOMAR, CA

SHEET INDEX

ID	NAME
01- T.01	TITLE SHEET
02-T.02	TITLE SHEET
03-S-1	SURVEY
04-FEMA	FEMA FLOODPLAIN MAP
05-	SENSITIVE USE MAP
06-F-1	FIRE ACCESS PLAN
07-F-2	FIRE ACCESS PLAN
08-W.S.-1	WATER & SEWER
09-W.S.-2	WATER $ SEWER
10-L-1	LANDSCAPE
11-A-01	SITE PLAN
12- A-01.1	ENLARGED SITE PLAN
13- A-01.3	PROPOSED ROOF PLAN
14-A.02	PROPOSED FLOOR PLAN
15-A-02.1	SECURITY FLOOR PLAN
16-A-03	REFLECTED CEILING PLAN
17- A-04	EGRESS FLOOR PLAN
18-A-05	ACCESSABILITY FLOOR PLAN
19-A-5.1	TYPICAL ADA DETAILS
20-A-5.2	ADA TYPICAL DETAILS
21-A-6	ELEVATIONS
22-A-6.1 PRESPECTIVES	DIPENSARY PRESPECTIVES
23-A-7	BUILDING SECTIONS
24-A-7.1	TYPICAL DTAILS
25-A-8	MATERIALS

APPLICABLE CODES

- **2022 IMPERIAL COUNTY CODE OF ORDINANCES**
- **2022 CALIFORNIA BUILDING CODE**
- **2021 INTERNATIONAL BUILDING CODE**
- **2021 UNIFORM MECHANICAL CODE**
- **2021 UNIFORM PLUMBING CODE**
- **2020 NATIONAL ELECTRICAL CODE**
- **2022 CALIFORNIA GREEN CODE**

CUP SCOPE OF WORK :

THE PROJECT CONSISTS OF 3,936 S.F. WITHIN 6,0755 S.F.
THE PROPOSED STRUCTURE IS ONE STORY DETACHED BUILDING
AS SHOWN IN THIS PACKAGE. LOCATED ON THE SOUTHWEST CORNER OF THE PROPOSED CATT CROSSING RETAIL CENTER IN THE CITY OF WILDOMAR.

PROJECT INFORMATION:

PROJECT APPLICANT:	**CATT ROAD, LLC** **553 WEST 9TH STREET, ESCONDIDO, CA 92025**
PROPERTY OWNER:	**SAAD S. PATTAH** 553 WEST 9TH STREET, ESCONDIDO, CA 92025 GEO@CAKEHOUSECANNABIS.COM (760) 703- 7357
PROJECT ADDRESS:	23825 CATT RD (PAD # 3) WILDOMAR, CA 92025
ASSESSORS PARCEL NUMBER:	380-240-001
LEGAL DESCRIPTION:	The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279576, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described AS: PARCEL 'C'
EX. ON PROPERTY OCCUPANCY :	OPEN LAND
NUMBER OF STORIES:	1
BUILDING HIGHT :	(50' MAX. ALLOWED) ACTUAL '28'' AT
LOT AREA:	28,749.6 SF (.66 ACRES)
ZONING INFORMATION:	
BASE ZONE:	CPS- SCENIC HIGHWAY COMMERCIAL ZONE.
OVERLAY ZONE:	N/A
SETBACKS:	**SEE ENLARGED SITE PLAN (12-A-01.1)**
FRONT:	0 FEET
SIDE Y:	0 FEET
REAR :	0 FEET

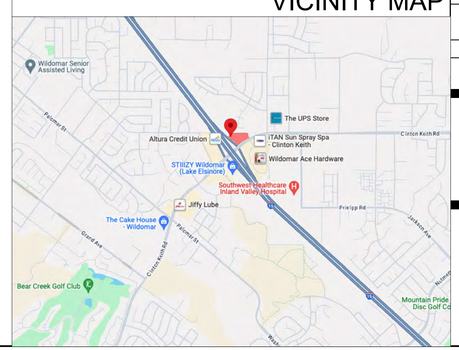
PROPOSED NEW

PROPOSED USE:	CANNABIS DISPENSARY
OCCUPANCY CLASSIFICATION:	M/B (MERCANTILE, RETAIL & BUSINESS)
OCCUPANT LOAD	67
EX. USE:	OPEN LAND
CONSTRUCTION TYPE:	II- SPRINKLERED
TOTAL PROJECT GROSS AREA:	3,936 S.F.
PARKING CALCULATIONS	**SEE 12-A-01.1, PARKING CALCULATIONS**
TOTAL PARKING PROVIDED:	**36.46 STAILS**

PROJECT TEAM:

DESIGNER:	CAKE ENTERPRISES, INC 350 w Ninth Ave. unit 106B Escondido, ca 92025
CONTACT:	HUSSEIN MUNAIM 619-788-3224
ARCHITECT	MICHAEL KINOSHITA &510 CLAIRMOUNT MESA BLD, 3 207 SAN DIEGO, CA 92111 michaelk@mkain.net, 858-268-8176
CIVIL ENGINEER:	KWC ENGINEERIS CIVIL ENGINEERS. PLANNERS. SURVEYORS 1880 COMPTON AVE. #100 CORONA, CA 92881-3370 951- 734- 2130
STRUCTURAL ENGINEER:	
GEOTECHNICAL ENGINEER:	EARTH STRATA GEOTECHNICAL SERVICES 42184 REMINGTON AVE. TEMECULA, CA 92590 951- 461- 4028
MECHANICAL ENGINEER:	LAL SAHGAL ASSOCIATES MECHANICAL CONSULTING ENGINEERS 83, WINDSWEPT WAY MISSION VIEJO, CA 92692 949-830-4746
ELECTRICAL ENGINEER:	E + E ,INC ELECTRICAL ENGINEERING CONSULTING 4193, FLAT ROCK DR. SUITE 200 JASON NICCOLI 661-204-1166

VICINITY MAP



CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

01- T.01

SHEET 1 OF25



14996-Catt Crossing - View 3-02-15-2023



14996-Catt Crossing - View 1-02-15-2023



14996-Catt Crossing - View 3-03-06-2023



14996-Catt Crossing - View 1-03-06-2023

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

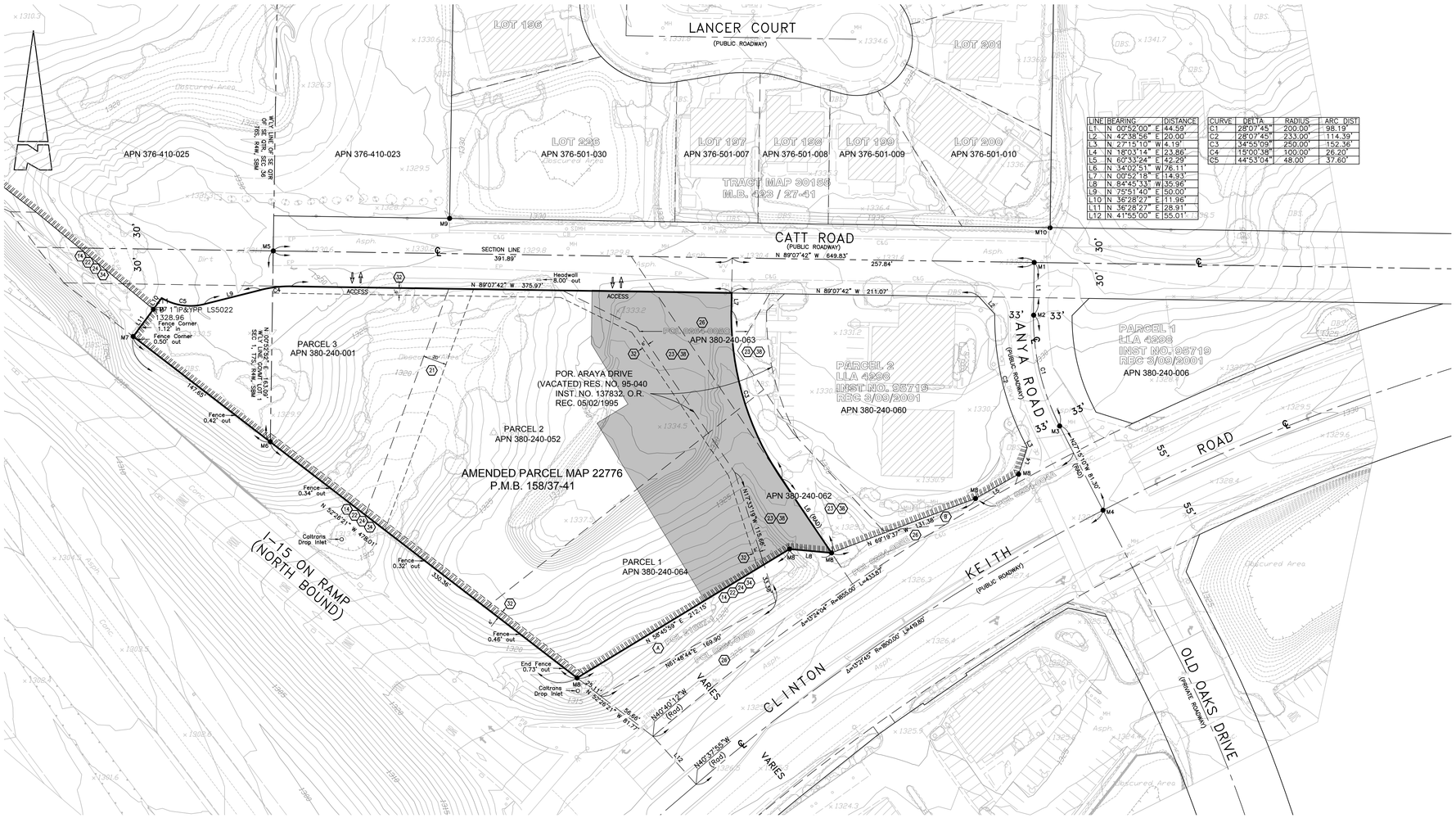
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

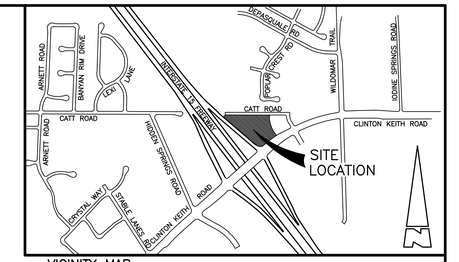
02-T.02

SHEET 2 OF25



LINE	BEARING	DISTANCE
L1	N 00°52'00" E	44.59'
L2	N 42°38'56" E	20.00'
L3	N 27°15'10" W	4.19'
L4	N 18°03'14" E	23.86'
L5	N 60°33'24" E	42.29'
L6	N 34°02'51" W	76.11'
L7	N 00°52'18" E	114.93'
L8	N 84°45'33" W	35.96'
L9	N 75°51'40" E	50.00'
L10	N 36°28'27" E	11.96'
L11	N 36°28'27" E	28.91'
L12	N 41°55'00" E	55.01'

CURVE	DELTA	RADIUS	ARC DIST
C1	28°07'45"	200.00'	98.19'
C2	28°07'45"	233.00'	114.39'
C3	34°55'09"	250.00'	152.36'
C4	15°00'38"	100.00'	26.20'
C5	44°53'04"	48.00'	37.60'



VICINITY MAP
NOT TO SCALE

OWNER:
CHOA MURRIETA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KYUNGJA CHO, AN UNMARRIED WOMAN

SITE ADDRESS:
VACANT LAND, WILDOMAR, CA. 92595

TITLE COMPANY:
FIRST AMERICAN TITLE INSURANCE COMPANY
3281 E GUASTI ROAD, SUITE 440,
ONTARIO, CA. 91761
(909) 510-6200
ATTN: ROGER DERILO/NOYRA KAMPER

SITE AREA:
GROSS ACREAGE: 2.616 ACRES

SURVEYOR:
KWC ENGINEERS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA 92881
(951) 734-2130
ATTN.: THOMAS CASELDINE, P.E., P.L.S.

ASSESSOR PARCEL NO:
380-240-052
380-240-001
PORTION OF 380-240-063
380-240-064
PORTION OF 380-240-062

SURVEYOR'S NOTES:
BOUNDARY LINES ..... WERE ESTABLISHED FROM RECOVERED CITY COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY. NO MONUMENTATION HAS BEEN SET, A WITNESS MARKER HAS BEEN PLACED AT MAJOR CORNERS WHERE NO MONUMENTATION WAS FOUND.

BUILDINGS ..... PARCELS 1, 2 & 3 ARE VACANT LAND. THERE ARE NO BUILDINGS.

CEMETERY ..... THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

EARTHWORK ..... NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK. BUILDING CONSTRUCTION NOR BUILDING ADDITIONS.

PHYSICAL ACCESS ..... PROPERTY HAS PHYSICAL ACCESS TO CATT ROAD A DULY DEDICATED PUBLIC RIGHT OF WAY.

TOPOGRAPHY ..... TOPOGRAPHY SHOWN HEREON IS PER AN AERIAL FLIGHT DATED 12/22/21 BY INLAND AERIAL. GROUND FIELD TOPOGRAPHY WAS CONDUCTED BY KWC FIELD SURVEY ON 12/28/21.

SOLID WASTE DUMP ..... NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

CLOSEST INTERSECTING STREET..... THE CLOSEST INTERSECTING STREET IS LOCATED NORTH 30' AND EAST 258' (CATT ROAD AND ARYA DRIVE).

UTILITIES LOCATIONS ..... 1.) PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS. THEIR SOURCE IS UNKNOWN. THE USER OF THIS MAP SHOULD RELY ON SUCH MARKINGS AT THEIR OWN RISK.
2.) POWER POLES ARE SHOWN HEREON AND ALL ARE IN THEIR RESPECTIVE EASEMENTS AS PER ITEM 11 OF EXCEPTIONS.

GAPS & OVERLAPS ..... PROPERTY AS ESTABLISHED HEREON IS FREE OF GAPS AND /OR OVERLAPS WITH SURROUNDING PROPERTIES.

STREET OBSERVATIONS... NO RECENT STREET OR SIDEWALK REPAIRS OR CONSTRUCTION WERE OBSERVED AT THE TIME OF THE SURVEY.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P474". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK:
BENCH MARK NO. 1-58-81; ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER; DESCRIBED AS A 3" ALUMINUM DISK STAMPED "1-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.01' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

FLOOD ZONE DESIGNATION:
BY GRAPHIC PLOTTING ONLY, THE LAND SHOWN HEREON IS DESIGNATED AS BEING IN ZONE "X" PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 06065C2705G, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 28, 2008 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), DESIGNATED AREA BEING DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1" ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE." NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATION:
TO:
CHAO MURRIETA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
KYUNGJA CHO,
CCG CATT LLC,
FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11 (OBSERVED EVIDENCE ONLY), 14, 16, 17 AND 19.

THE FIELD WORK WAS COMPLETED ON MAY 03, 2022

DATE OF PLAT OR MAP: MAY 04, 2022

Thomas Caseldine 5/04/2022
THOMAS M. CASELDINE DATE
L.S. 9029

PROFESSIONAL LAND SURVEYOR · THOMAS M. CASELDINE · No. 9029 · STATE OF CALIFORNIA

TITLE INFORMATION:
THE TITLE DESCRIPTION AND EXCEPTION ITEMS SHOWN HEREON WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-1086834-ONT1 DATED SEPTEMBER 20, 2021 AND HAVE THE SAME NUMERICAL DESIGNATION AS IN THOSE REPORTS.

EASEMENTS:
PLOTTABLE EASEMENTS ARE SHOWN FROM AN OWNER-SUPPLIED TITLE REPORT INDICATED BY A "⟨⟩". NON-PLOTTABLE EASEMENTS ARE INDICATED BY "□" ALL WITHIN THE "EXCEPTION" ITEMS OF THE TITLE REPORT.

(14) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 06, 1955 AS INSTRUMENT NO. 22388, MAY 24, 1978 AS INSTRUMENT NO. 104062, AND OCTOBER 11, 1979 AS INSTRUMENT NO. 216332 ALL OF OFFICIAL RECORDS. (AFFECT THE WESTERLY AND SOUTHERLY BOUNDARY)

(21) AN EASEMENT FOR DRAINAGE PURPOSES AS SHOWN OR DEDICATED ON THE MAP OF AMENDED PARCEL MAP 22776 RECORDED AUGUST 08, 1989 AND ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(22) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS.

(23)(36) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS.

(24) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED DECEMBER 14, 2010 AS INSTRUMENT NO. 2010-0598558 OF OFFICIAL RECORDS. (AFFECTS PARCEL 3)

THE ABOVE DOCUMENT WAS RE-RECORDED MAY 09, 2011 AS INSTRUMENT NO. 2011-0204321 OF OFFICIAL RECORDS.

(26) TRANSFER OF TITLE OF PARCELS 0264-005C, 0264-005D & 0264-005E PER DEED EXECUTED BY COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA TO CITY OF WILDOMAR, A MUNICIPALITY OF THE STATE OF CALIFORNIA, RECORDED JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS. (GRANTEE OF QUIT CLAIM DOES NOT APPEAR TO BE ENTITY CAPABLE OF ACQUIRING TITLE TO REAL PROPERTY ON PARCEL No. PCL 0264-005C) (PLOTTED HEREON)

(32) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 13, 1978 AS INSTRUMENT NO. 261602 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(34) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 AND CLINTON KEITH ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(39) THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT, PURSUANT TO SECTION 8345 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, TO PRESERVE A PUBLIC EASEMENT IN CLINTON KEITH ROAD AS THE SAME WAS VACATED BY THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

EASEMENTS OR OTHER ENTITLEMENTS NOT SHOWN ON ABOVE MENTIONED TITLE REPORT

(A) FINAL ORDER OF CONDEMNATION OF A PORTION OF PARCEL 1 FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES DESIGNATED AS PARCEL 21667-1 IN THE DOCUMENT RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(B) GRANT DEED TO THE CITY OF WILDOMAR FOR A PORTION OF CLINTON KEITH ROAD FOR RIGHT OF WAY PURPOSES DESIGNATED AS PARCEL 0264-004A IN THE DOCUMENT RECORDED FEBRUARY 24, 2011 AS INSTRUMENT NO. 2011-0084975 OF OFFICIAL RECORDS. (PLOTTED HEREON)

MONUMENT NOTES:
- ● INDICATES FOUND MONUMENT AS INDICATED.
- ( ) INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41, UNLESS OTHERWISE NOTED
- [ ] INDICATES RECORD DATA PER DEED OR TITLE REPORT. (AS NEEDED)
- R1 INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY RS 141/13-15.
- R3 INDICATES RECORD DATA PER C.O.C. RECORDED 9/20/2011 AS INST. NO. 2011-0415389 AFFECTING TRACT NO. 30155 MB 423/27-41.
- R4 INDICATES RECORD DATA PER PARCEL MAP NO. 9637, P.M.B. 58/1-5.
- S.F.N. INDICATES SEARCHED, FOUND NOTHING
- (R&M) INDICATES RECORD AND MEASURED
- M1 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CATT ROAD AND ARYA DRIVE.
- M2 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE N'LY EC OF ARYA DRIVE.
- M3 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE S'LY BC OF ARYA DRIVE.
- M4 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CLINTON KEITH ROAD AND ARYA DRIVE.
- M5 – FD. 1" IP, TAGGED LS 7910, DOWN 0.60' PER R2 & R3. ACCEPTED AS THE NW'LY CORNER OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM PER R1.
- M6 – FD. 1" IP, TAGGED LS 3698, FLUSH PER R2 & R4. ACCEPTED AS INTERSECTION OF POINT ON W'LY LINE OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM AND N'LY RIGHT OF WAY OF NORTH BOUND ON-RAMP OF I-15 PER R2.
- M7 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, DOWN 0.20 PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF THE NORTH BOUND ON-RAMP OF I-15 PER R2.
- M8 – FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 5022, FLUSH PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF CLINTON KEITH PER R2.
- M9 – FD. 3/4" BRASS TAG AND NAIL SET IN CONCRETE; ACCEPTED AS SW COR OF TRACT 30155 PER M.B. 423/27-41.
- M10– FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 7910, FLUSH WITH AC PER R2. PT BEARS 0.13' SOUTH OF ROW. ACCEPTED 0.13' OFFSET TO THE SE CORNER OF TRACT 30155 PER M.B. 423/27-41.

BOUNDARY ESTABLISHMENT SHEET
40 0 40' 80' 120'
SCALE IN FEET

SITE AREA PLAN

LEGEND OF SYMBOLS & ABBREVIATIONS:
SYMBOLS
- STREET LIGHT
- LIGHT
- TS TRAFFIC SIGNAL
- CB CATCH BASIN
- DI DROP INLET
- S SIGN
- F/H FIRE HYDRANT
- PP POWER POLE
- TPP TEMPORARY POWER POLE
- M METER
- POST
- V VALVE
- B.O. BLOW OFF
- A/V AIR RELEASE VALVE
- MH MANHOLE
- UB UTILITY BOX
- U/O UNDEFINED OBJECT ROUND
- U/O UNDEFINED OBJECT SQUARE

ASPH	ASPHALT
BLDG	BUILDING
C&G	CURB & GUTTER
CL	CENTERLINE
CONC	CONCRETE
COR	CORNER
DRWY	DRIVEWAY
E'LY	E'LY = EASTERLY
EP	EDGE OF PAVEMENT
(OH)	OVERHEAD UTILITY
ICV	IRRIGATION CONTROL VALVE
IRRG	IRRIGATION
N'LY	NORTHERLY
PAV	PAVEMENT
P.P.	POWER POLE
PT	POINT
RET	RETAINING
SW	SIDEWALK
SMH	SEWER MANHOLE
SD	STORM DRAIN
S'LY	SOUTHERLY
W'LY	WESTERLY
CLF	CHAIN LINK FENCE
WIF	WROUGHT IRON FENCE

LINE TYPES
- RIGHT OF WAY/PARCEL LINE
- BOUNDARY
- BUILDING SETBACK
- CENTERLINE
- EASEMENT
- CURB AND GUTTER
- FENCE
- RETAINING WALL
- RESTRICTIVE ACCESS RIGHTS

NOTE: NOT ALL SYMBOLS/ ABBREVIATIONS MAY BE USED.

LEGAL DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052-6 (AFFECTS PARCEL 2) AND 380-240-001-0 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063
PARCELS 2 AND 3 OF PARCEL MAP NO. 22776, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 2 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062
PARCEL 1 OF PARCEL MAP NO. 22776, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 1 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER OF CONDEMNATION RECORDED ON AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813 BOTH OF OFFICIAL RECORDS.

MARK	REVISIONS	DATE
1	REVIEWED & VERIFIED NO ADDITIONAL EASEMENTS WITH ABANDONED ROADWAY TO E'LY ADJACENT PARCEL, ADD ADDITIONAL FOUND MONUMENTS	5/04/22

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 CORONA, CA 92881-3370 951-734-2130

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1"=40'	5/04/22	LLC	TMC

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PREPARED FOR: CCG CATT, LLC
J.N. 2021.2214.1

SHEET NO. 1 OF 1 SHTS.

G:\21\2214\SURVEY\MAPS\ALTA\Retrieved\2214-ALTA.dwg

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be contacted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 11. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 1994 or later.

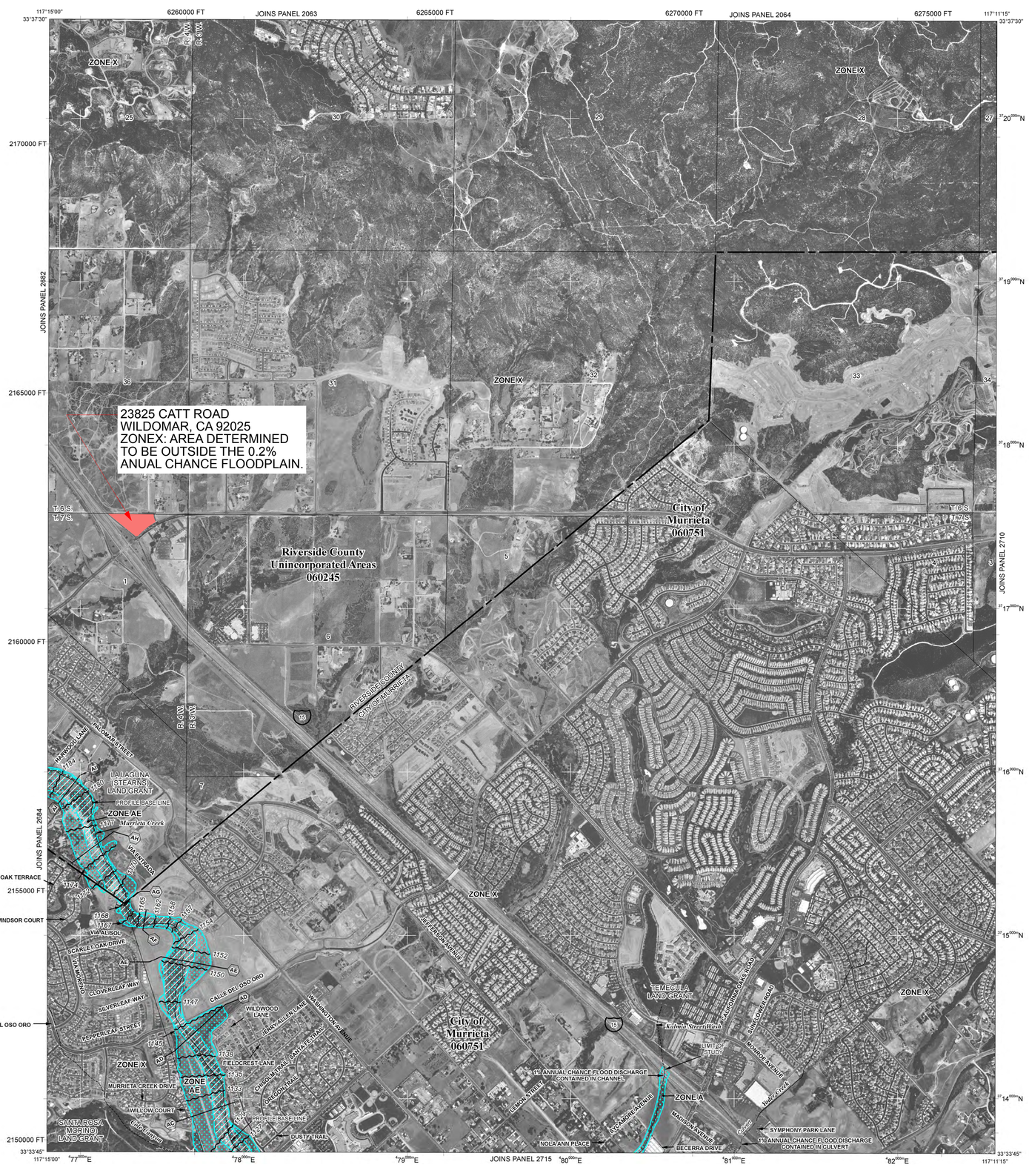
This map may reflect more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3776000mN — 1000-meter Universal Transverse Mercator grid values, zone 11N
- 600000 FT — 5000-foot grid ticks: California State Plane coordinate system, zone VI (FIPSZONE 0406), Lambert Conformal Conic projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
August 28, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'
500 0 1000 2000 FEET
300 0 300 600 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 2705G

FIRM
FLOOD INSURANCE RATE MAP

RIVERSIDE COUNTY, CALIFORNIA
AND INCORPORATED AREAS

PANEL 2705 OF 3805
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

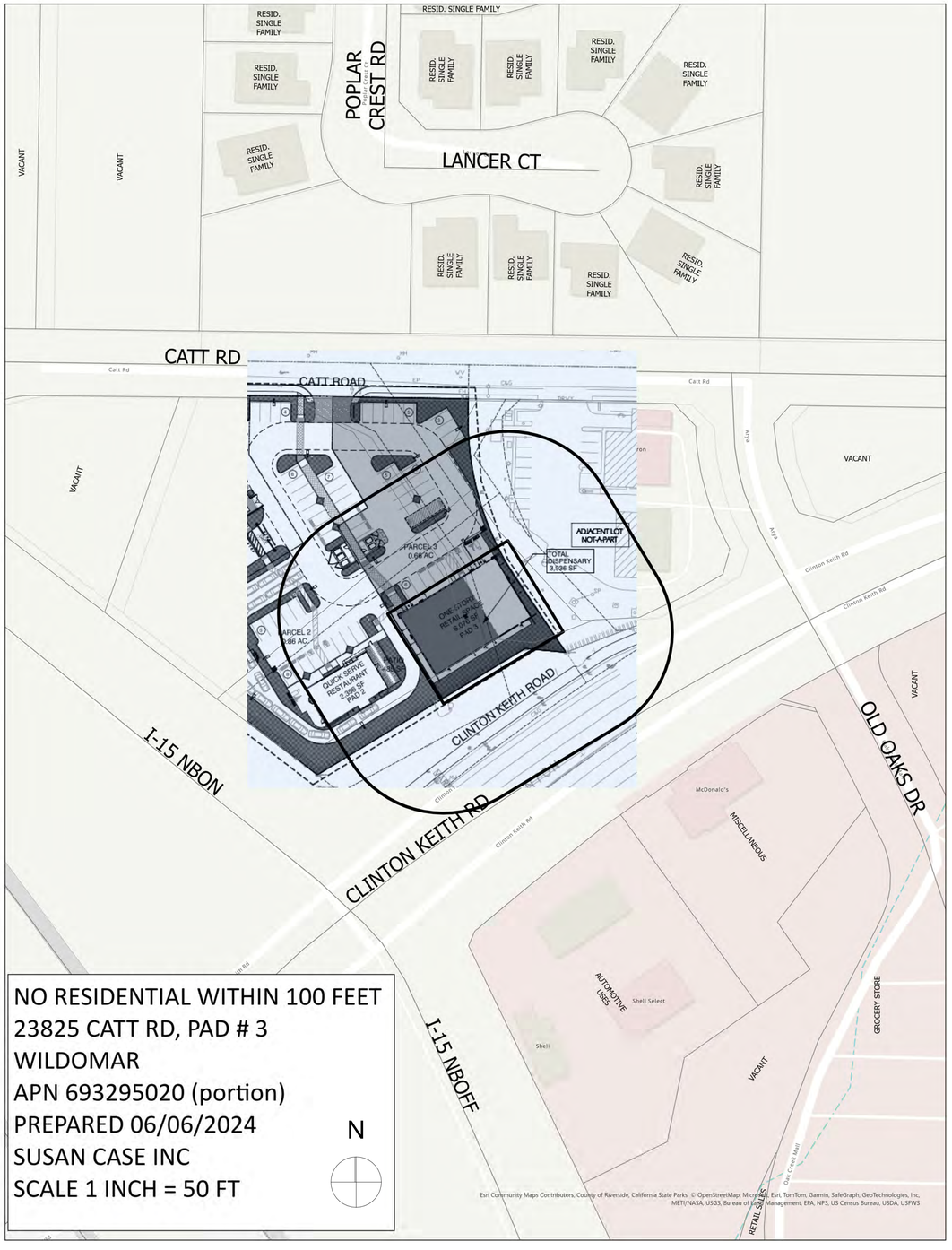
COMMUNITY	NUMBER	PANEL	SUFFIX
MURRIETA, CITY OF	060751	2705	G
RIVERSIDE COUNTY	060245	2705	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
06065C2705G

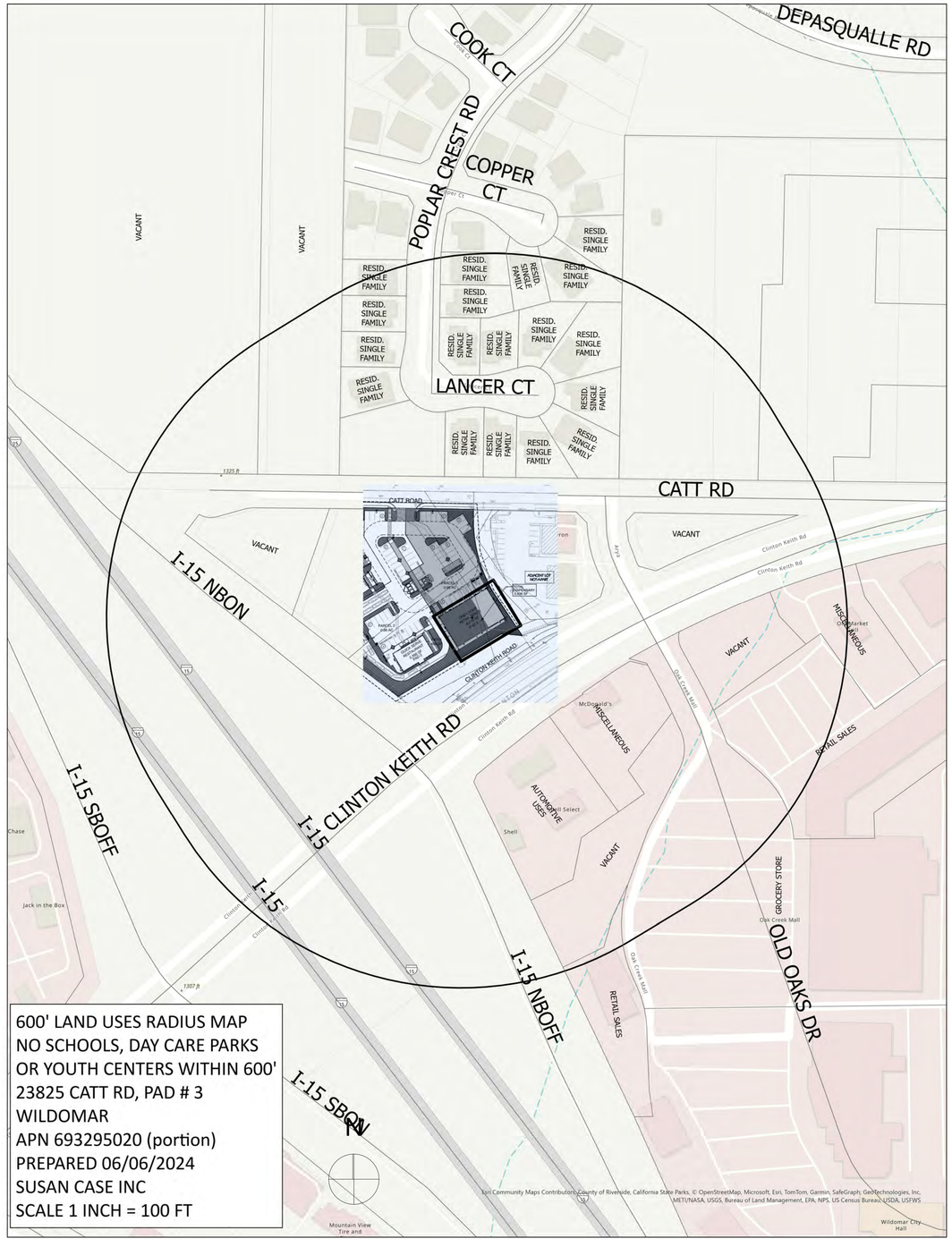
EFFECTIVE DATE
AUGUST 28, 2008

Federal Emergency Management Agency



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

05-

SHEET 5 OF25

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSINGS RETAIL CENTER

FIRE ACCESS PLAN

GENERAL NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.

2. THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEARING OF THE WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITEE MUST INFORM COUNTY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
   PHONE: (951) 955-6790 FOR PERMIT CASES (CUP, PUP, PP OR VOLUNTARY MS CASES.),CABAZON AND AREA WEST.
   PHONE: (951) 955-6885 FOR PARCEL AND TRACT MAPS.
   PHONE: (760) 342-8267 FOR PERMIT CASES EAST OF CABAZON.

3. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 1220 AND 1221.

4. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR AND RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.

5. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.

6. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAINS.

7. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.

8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.

9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS FOR PARCEL AND TRACT MAPS SHALL BE TAKEN AND MAY BE TAKEN FOR PERMIT CASES BY THE COUNTY AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.

10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN 14 DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.

11. PRIME COAT IS REQUIRED PRIOR TO PAVING ON ALL GRADES IN EXCESS OF TEN PERCENT.

12. STREETLIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.

13. AS DETERMINED BY THE TRANSPORTATION DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.

14. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY COMPREHENSIVE LANDSCAPING GUIDELINES DATED OCTOBER 2009.

15. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS NOT PART OF THIS PROJECT ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT.

16. A. CONSTRUCTION PROJECTS MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
    B. PRIOR TO ANY CONSTRUCTION, THE DEVELOPER SHALL PROVIDE THE COUNTY A COPY OF THE NOI WITH A VALID WDID NUMBER.

17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.

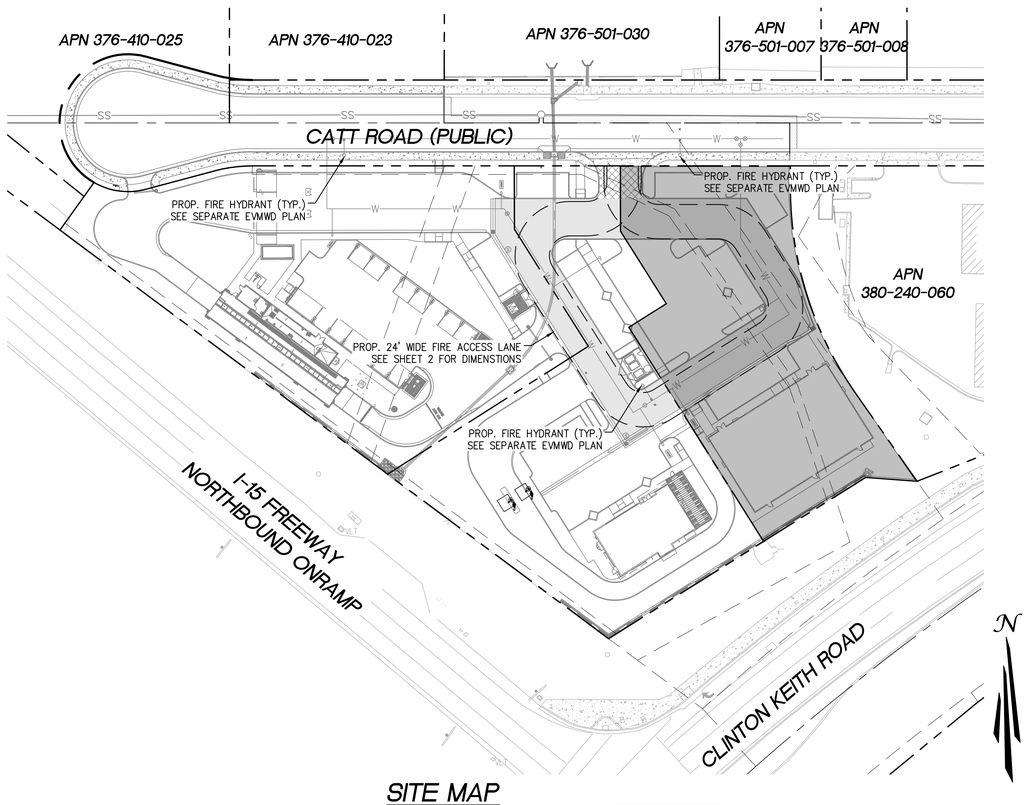
18. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE TRANSPORTATION DEPARTMENT.

19. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # _____ ON THE PLAN.

20. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE CITY AND OR CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THEIR RIGHT-OF-WAY.

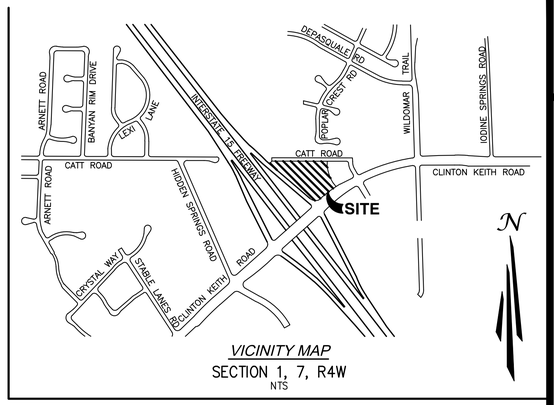
21. ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.

22. ALL BMPs WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE CITY OF WILDOMAR AS A PART OF THE CFD.



SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 1, 7, R4W

NTS

SITE AREA PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BCR	BEGIN CURB RETURN
C&G	CURB AND GUTTER
CB	CATCH BASIN
CL	CENTERLINE
D.I.	DUCTILE IRON
DWY	DRIVEWAY
ECR	END CURB RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISH SURFACE
HP	HIGH POINT
L/LT	LEFT
LP	LOW POINT
PCC	POINT COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
R/RT	RIGHT
R/W	RIGHT OF WAY
SBL	SET BACK LINE
STR	STREET
TB	TOP OF BERM
TC	TOP OF CURB
VC	VERTICAL CURVE

INDEX OF SHEETS:

1. TITLE SHEET
2. FIRE ACCESS PLAN

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: BRANDON HUMANN
(951)348-3000
BHUMANN@CATALYSTRETAIL.COM

SCOPE OF WORK

24' WIDE FIRE DEPARTMENT ACCESS LANE WITHIN PROPOSED COMMERCIAL DEVELOPMENT.

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER RICARDO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

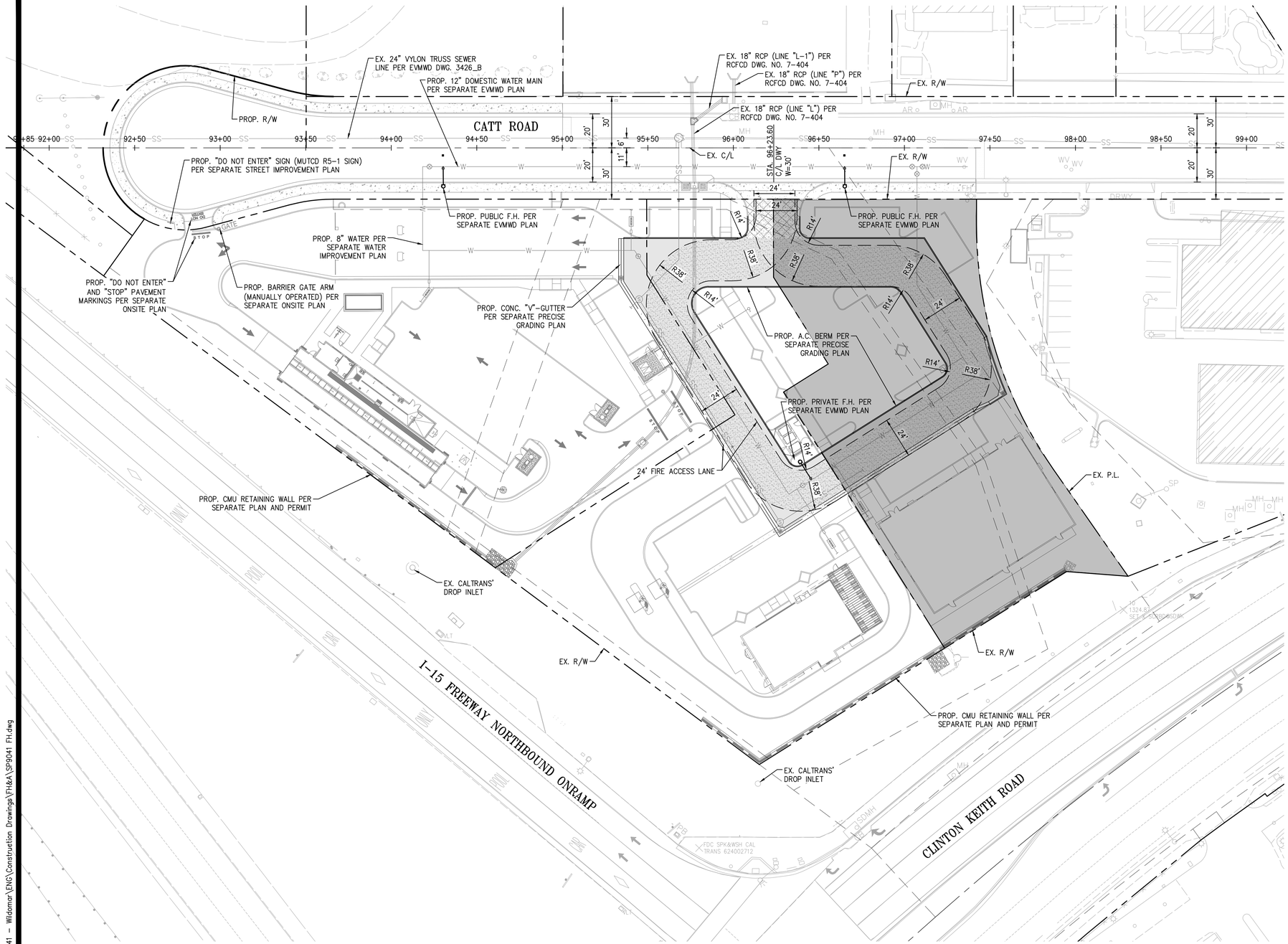
TAIT & ASSOCIATES — Since 1944
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County · Riverside · Sacramento · Denver · Boise · Dallas · Atlanta
San Luis Obispo

TITLE SHEET

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

1 OF 2

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 TS.dwg



LEGEND

- 200' — FINISHED CONTOUR
- (200') — EXISTING CONTOUR
- RIGHT OF WAY
- STREET CENTERLINE
- EXISTING EASEMENT
- 24' WIDE FIRE ACCESS LANE
- PROPOSED AC PAVEMENT (SURFACED TO BE ALL WEATHER DRIVING)
  4" A.C./13.2" A.B.
  ASSUMED T.I. = 7
  DESIGNED TO SUPPORT 75,000LBS
  REFER TO SEPARATE PRECISE GRADING PLAN FOR PAVING NOTES

SITE AREA PLAN

N

0 30' 60'

SCALE: 1" = 30'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
RAMIRO GONZALEZ
No. C94017
CIVIL
STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
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FIRE ACCESS PLAN

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

1st Plan Check Submittal

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 FH.dwg

SEWER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC SDR 35 IS THE SEWER PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN SEWER AND WATER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARDS AND THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.

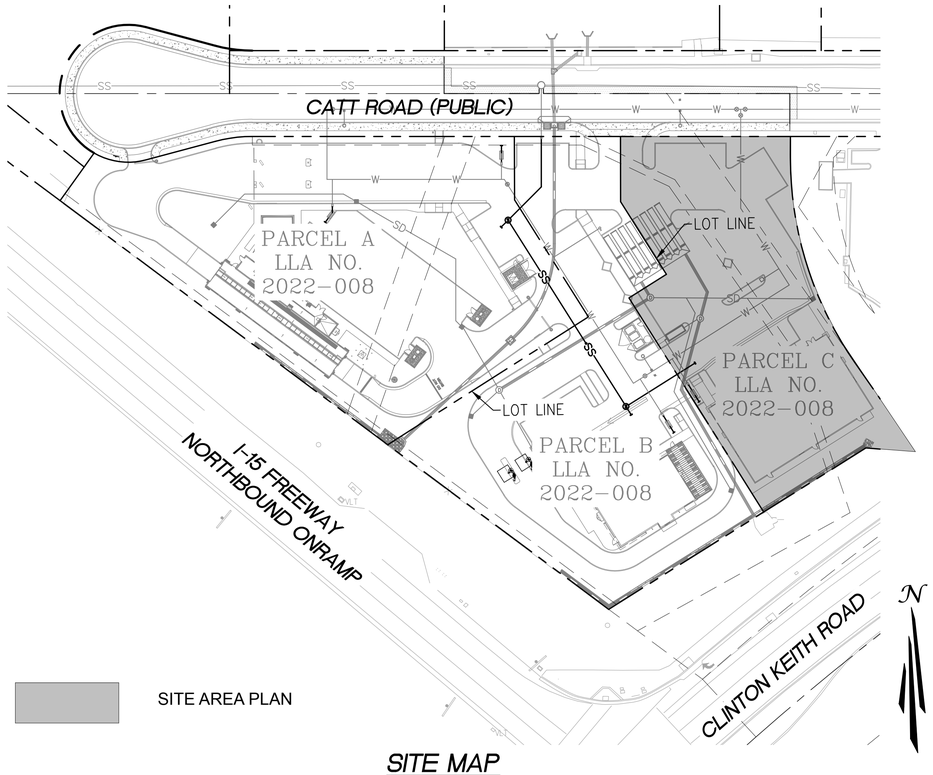
WATER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC CLASS 200 C-900 IS THE TYPE OF PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN WATER AND SEWER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARD AND 2022 EDITION OF THE CALIFORNIA BUILDING CODE.

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSING RETAIL CENTER

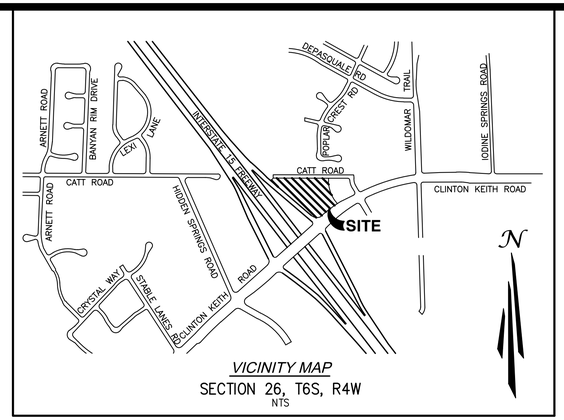
PRIVATE WATER & SEWER PLAN



SITE AREA PLAN

SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 26, T6S, R4W

NTS

INDEX OF SHEETS:

1. TITLE SHEET
2. PRIVATE WATER AND SEWER PLAN

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: MARK R. COOPER
(913) 915-6538
MARKC@CATALYSTRETAIL.COM

CIVIL ENGINEER

TAIT & ASSOCIATES, INC.
701 N. PARKCENTER DR.
SANTA ANA, CA 92705
CONTACT: ALEJANDRO GONZALEZ, P.E.
(714)560-8671
AGONZALEZ@TAIT.COM

GEOTECHNICAL ENGINEER

EARTH STRATA GEOTECHNICAL SERVICES, INC.
42184 REMINGTON AVENUE
TEMECULA, CA 92590
CONTACT: STEPHEN M. POOLE, P.E., G.E.
(951)461-4028

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

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BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

ASSOCIATED PROJECT PERMITS:

- PRECISE GRADING PLAN PERMIT NO.: TBD
- FINAL WQMP PERMIT NO.: TBD
- RETAINING WALL PLAN PERMIT NO.: TBD
- CATT ROAD STREET IMPROVEMENT PLAN PERMIT NO.: TBD
- PUBLIC STORM DRAIN PLAN PERMIT NO.: TBD
- E.V.M.W.D. PLAN PERMIT NO.: TBD
- FIRE HYDRANT AND ACCESS PLAN PERMIT NO.: TBD

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SCOPE OF WORK:

SCOPE OF WORK IS PRIVATE WATER AND SEWER IMPROVEMENTS ONLY.

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052 (AFFECTS PARCEL 2) AND 380-240-001 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063

PARCELS 2 AND 3 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 2, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062

PARCEL 1 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 1, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER IN CONDEMNATION RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS.

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

PREPARED UNDER THE SUPERVISION OF
TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
ALEJANDRO GONZALEZ
No. C94017
CIVIL
STATE OF CALIFORNIA

701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

TAIT & ASSOCIATES | ENGINEERING ENVIRONMENTAL BUILDING LAND | Dallas Atlanta Denver Boise Sacramento Riverside Orange County San Luis Obispo | Since 1944

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

TITLE SHEET

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:46pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 TS.dwg

PRIVATE SEWER CONSTRUCTION NOTES:

1. CONNECT PRIVATE 8" PVC SDR-35 SEWER PIPE TO SEWER CLEANOUT AND STREET SEWER LATERAL PER SEPARATE EVMWD PLAN – ENG. W.O. #2023-00067.
2. INSTALL 8" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
3. INSTALL 6" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
4. INSTALL SEWER CLEANOUT PER SPPWC STD. PLAN 204-3.
5. INSTALL 48" DIA. PRECAST CONCRETE SEWER MANHOLE PER SPPWC STD. PLAN 200-4.
6. TERMINATE SEWER LINE WITH TEMPORARY END CAP.

PRIVATE DOMESTIC WATER CONSTRUCTION NOTES:

10. CONNECT 2" DOMESTIC WATER PIPE TO PROPOSED 1-1/2" WATER METER.
11. INSTALL 2" PVC SCH-80 PRIVATE DOMESTIC WATER PIPE.
12. INSTALL 2" PVC SCH-80 PRIVATE IRRIGATION WATER PIPE.
13. 1-1/2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.
14. TERMINATE WATER LINE WITH TEMPORARY END CAP.
15. 2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.

SITE AREA PLAN

N

0 20' 40'

SCALE: 1" = 20'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER ALEJANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
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TAIT & ASSOCIATES
Since 1944
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

PRIVATE WATER AND SEWER PLAN

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

Feb 16, 2024 – 5:47pm by agonzalez K:\Drawings\SP\SP9041 – Wildomar\ENG\Construction Drawings\UT\SP9041 SWR.dwg

0 30 60 90 feet

SCALE: 1" = 30'

NORTH



PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	5	Arbutus x 'Marina' / Marina Strawberry Tree Standard	15 gal.	Moderate
	7	Jacaranda mimosifolia / Jacaranda	15 gal.	Moderate
	27	Lagerstroemia indica 'Red' / Red Crape Myrtle	15 gal.	Moderate
	7	Platanus x acerifolia 'Bloodgood' / Bloodgood London Plane Tree	24" box	Moderate
	8	Prunus cerasifera 'Krauter Vesuvius' / Krauter Vesuvius Purple-leaf Plum	15 gal.	Moderate
	1	Quercus agrifolia / Coast Live Oak	15 gal.	Low
	15	Ulmus parvifolia `True Green` / True Green Elm	24" box	Low

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	81	Agave americana 'Marginata' / Variegated Century Plant	5 gal.	Low
	97	Agave attenuata 'Boutin Blue' / Boutin Blue Foxtail Agave	5 gal.	Low
	342	Anigozanthos x 'Bush Ranger' / Dwarf Bush Ranger Kangaroo Paw	5 gal.	Low
	201	Anigozanthos x 'Tequila Sunrise' / Tequila Sunrise Kangaroo Paw	5 gal.	Low
	353	Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal.	Low
	347	Dianella revoluta `Little Rev` / Little Rev Flax Lily	1 gal	Low
	84	Lantana x 'New Gold' / New Gold Lantana	1 gal.	Low
	96	Leucophyllum candidum 'Thunder Cloud' / Thunder Cloud Texas Sage	5 gal.	Low
	94	Salvia greggii 'Furmans Red' / Furman's Red Autumn Sage	5 gal.	Low
	192	Westringia fruticosa 'Morning Light' / Morning Light Coast Rosemary	5 gal.	Low
	160	Yucca recurvifolia 'Walbristar' / Bright Star Soft Leaf Yucca	5 gal.	Low

VINES/ESPALLIERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	16	Magnolia grandiflora `Little Gem` Espallier / Dwarf Southern Magnolia	15 Gal.	moderate

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING
	171	Convolvulus mauritanicus / Morning Glory	1 gal.	Low	36" o.c.
	104	Lantana montevidensis / Purple Trailing Lantana	1 gal.	Low	42" o.c.
	133	Rosmarinus officinalis 'Prostratus' / Trailing Rosemary	1 gal.	Low	42" o.c.
	79	Senecio serpens / Blue Chalksticks	1 gal.	Low	36" o.c.

COMPLIANCE STATEMENT

I have complied with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.

Rodney Staccalosi 4-3-23

PARKING LOT SHADE CALCULATIONS (62 uncovered spaces)

Symbol	Botanical Name/ Common Name	Qty. @ full shade (Sq. Ft.)	Qty. @ 3/4 Shade (Sq. Ft.)	Qty. @1/2 shade (Sq. Ft.)	Qty. @ 1/4 shade (Sq. Ft.)	Total (Sq. Ft.)
	Canopy structures	NA -	NA -	NA -	NA -	0 SF
	Accent tree 20'	0 @ 314 SF -	0 @ 236 SF -	9 @ 157 SF 1,413	0 @ 79 SF -	1,413 SF
	Parking Lot Shade Tree 25'	0 @ 491 SF -	0 @ 368 SF -	0 @ 246 SF -	0 @ 123 SF -	-SF
	Parking Lot Shade Tree 30'	3 @ 706 SF 2,118	0 @ 530 SF -	1 @ 354 SF 354	11 @ 177 SF 1,947	4,419 SF
	Parking Lot Shade Tree 35'	0 @ 962 SF -	0 @ 722 SF -	0@ 481 SF -	0 @ 240 SF -	- SF
					TOTAL TREE SHADE	5,832 SF
	Paved Area (see hatched area on plan)				TOTAL PARKING AREA =	10,468 SF
					50% SHADE AREA REQUIRED =	5,234 SF
					TOTAL SHADE PROVIDED =	5,832 SF
					PERCENT SHADE =	56%

Water Efficient Landscape Worksheet

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS (SHRUBS)	.2	DRIP	.81	.25	25,905	6,476	220,832 GAL.
MEDIUM WATER USE PLANTS (TREES)	.5	BUBBLERS	.81	.62	1,560	967	32,975 GAL.
HIGH WATER USE PLANTS	-	-	-	-	-	-	-
				TOTALS	(A) 27,465	(B) 7,443	
						ETWU Total	253,806 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(55) (.62) (.45 x 27,465) + (1-.45) X 0) =421,450 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(55) (.62) (7,443) = 253,806 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 7,443
Total Area	(A) 27,465
Average ETAF	(B / A) .27

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

LANDSCAPE/ PLANTING NOTES

1. All new and existing landscape/planting areas shall receive a uniform 3-4" layer of organic wood chip mulch. Shredded bark (Guerilla hair) is not an acceptable mulch.
2. Landscape planters within 5' of a structure shall have a non-combustible aggregate mulch. Wood chip mulch will not be allowed within 5' of a structure.
3. Contractor shall submit soil samples to the laboratory for analysis and recommendations. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

   Soil analysis should include:
   a. Soil texture;
   b. Infiltration rate determined by laboratory test or soil infiltration rate table;
   c. pH;
   d. Total soluble salts;
   e. Sodium;
   f. Percent organic matter; and
   g. Recommendations.

   The Contractor shall provide Landscape Architect soils analysis results prior to implementing the recommendations. Landscape Architect shall confirm soil amendments application(s).
4. All new plant material shall be irrigated with drip irrigation and a smart controller. Landscape Plans will comply with City of Wildomar Water Conservation Standards.
5. All Landscape areas are to be maintained by the property owner.
6. There shall be a 10' minimum distance between trees and proposed street lights/ power poles. Tree an light pole shall be coordinated to meet this requirement.
7. All trees planted within 6' of pavement or permanent structure shall have a root barrier (24" deep by 16' in length). Root barrier type shall be Deeproot UB-24-2 or equivalent.
8. All trees, at a minimum, shall be 'double staked'. Staking detail shall be provided witth/in the Construction Documents.

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

REGISTERED LANDSCAPE ARCHITECT
Rodney L. Staccalosi
No. 4452
Exp. 05/31/24
STATE OF CALIFORNIA

OLIVE STREET
LANDSCAPE ARCHITECTURE
P.O. Box 2083
Petaluma CA 94952
707-280-8990
OliveStreetLandscape.com
rod@olivestreetlandscape.com

CATT CROSSING - RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA 92595

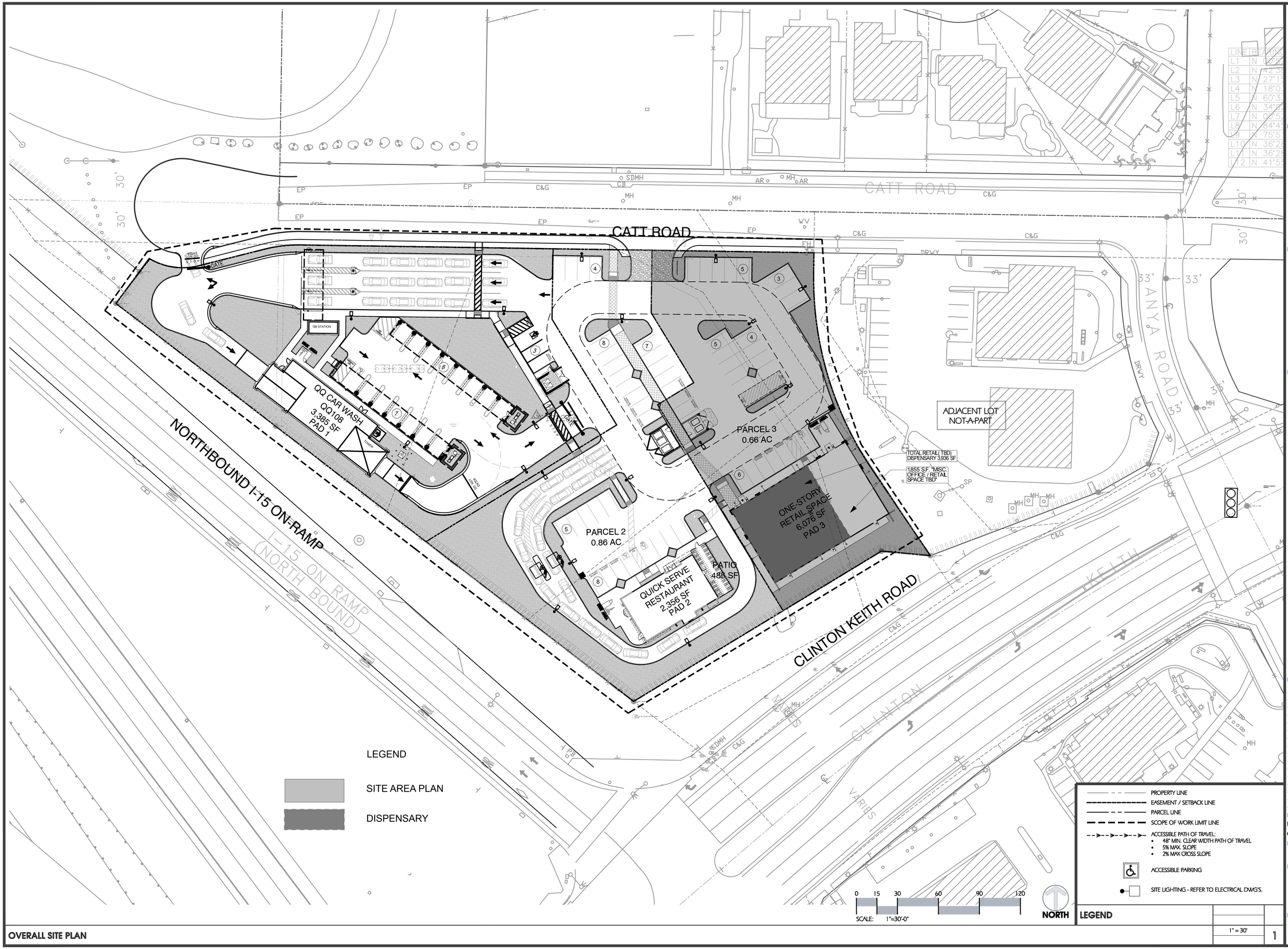
9.26.22	PRELIMINARY DESIGN
1-4-23	PLAN CHECK COMMENTS
03.07.23	CUP RESUBMITTAL
04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

CCG21001.0

LANDSCAPE PLAN

L1



OVERALL SITE PLAN

LEGEND

1" = 30'

1

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATALYST COMMERCIAL GROUP

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

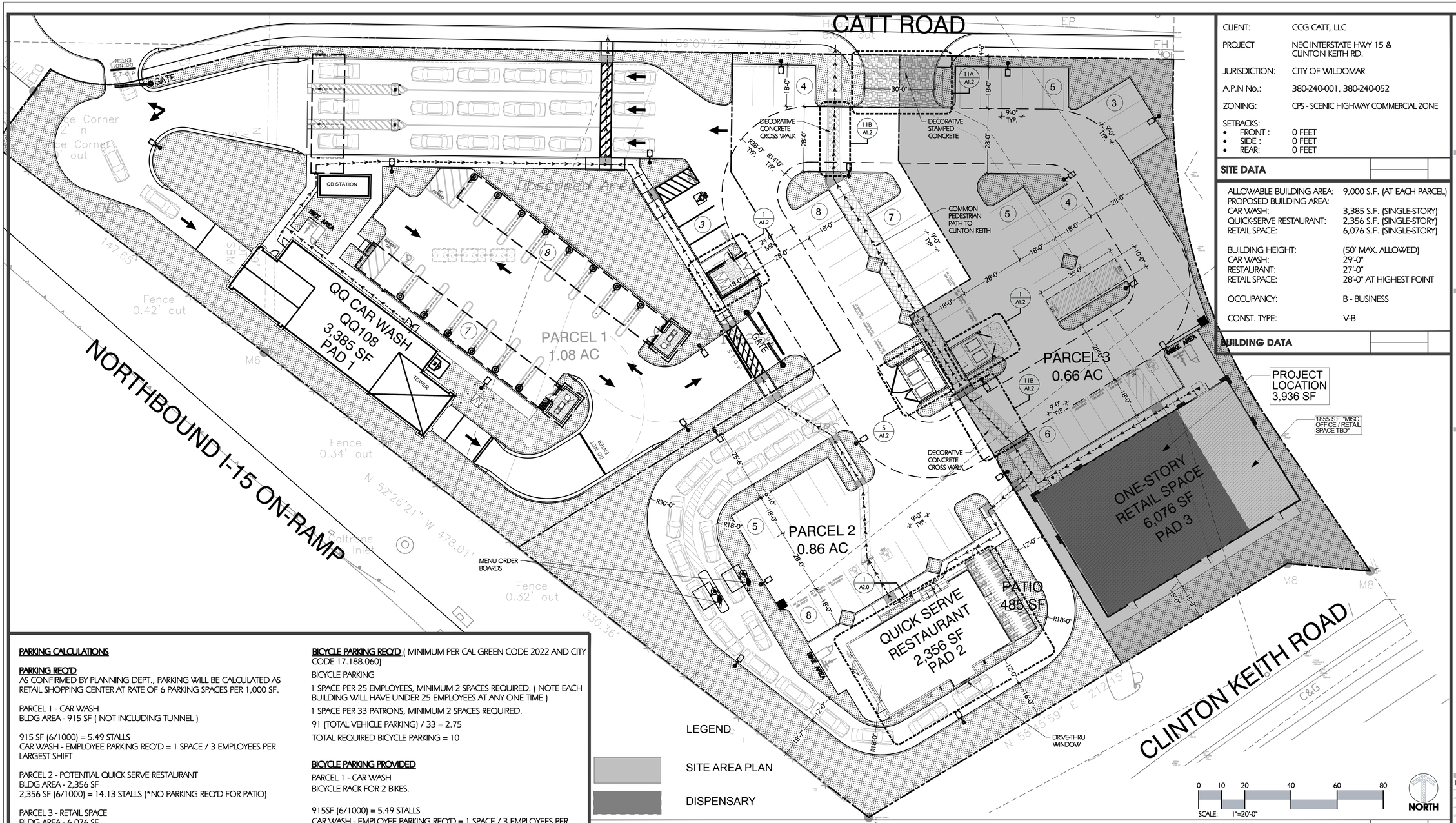
REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.:
CCG21001.0

SHEET NAME:
OVERALL SITE PLAN

SHEET NUMBER:
A1.0



LEGEND

SITE AREA PLAN

DISPENSARY

ENLARGED SITE PLAN

1" = 20'

1

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT
SEAL:
CONSULTANT:

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

CATALYST COMMERCIAL GROUP

REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK
ARCH. PROJECT NO.: CCG21001.0
SHEET NAME: ENLARGED SITE PLAN
SHEET NUMBER: A1.1

PARKING CALCS

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1

SITE AREA =	47,579 SF± (1.09 AC)
LANDSCAPE =	14,466 SF
BLDG AREA =	3,385 SF

PARCEL 2

SITE AREA =	37, 506 SF± (0.86 AC)
LANDSCAPE =	10,542 SF
BLDG AREA =	2,356 SF

PARCEL 3

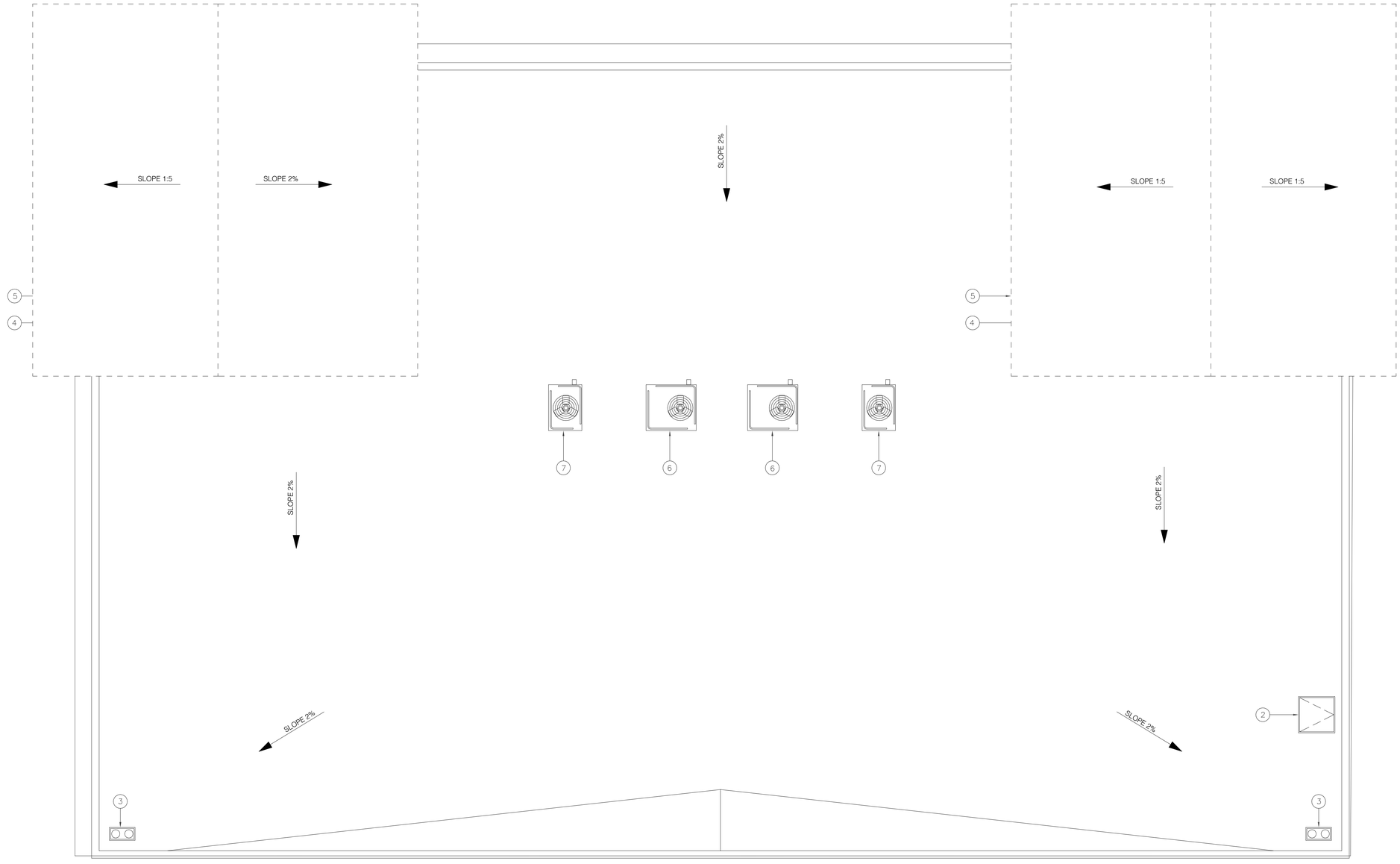
SITE AREA =	28,883 SF± (0.66 AC)
LANDSCAPE =	5,101 SF
BLDG AREA =	6,076 SF

OVERALL:

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- PARCEL LINE
- ACCESSIBLE PATH OF TRAVEL:
  - 48" MIN. CLEAR WIDTH PATH OF TRAVEL
  - 5% MAX. SLOPE
  - 2% MAX CROSS SLOPE
- ACCESSIBLE PARKING
- SITE LIGHTING - REFER TO ELECTRICAL DWG'S.
- WALL MOUNTED LIGHTS
- SCONCES
- LANDSCAPE
- CONCRETE AT DRIVE AISLE AND PARKING



Legend:

- PARAPET WALL, TYP.
- SLOPE 2% — ROOF SLOPE, TYP.
- (1) CLASS 'A' TORCH DOWN ROOF, TYP.
- (2) ROOF HATCH
- (3) ROOF DRAIN WITH OVERFLOW
- (4) METAL ROOF, TYP.
- (5) METAL ROOF GUTTER WITH DOWNSPOUT, TYP.
- (6) ROOF TOP HVAC PACKAGE UNIT
- (7) HVAC SPLIT SYSTEM COMPRESSOR

PROPOSED ROOF PLAN

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

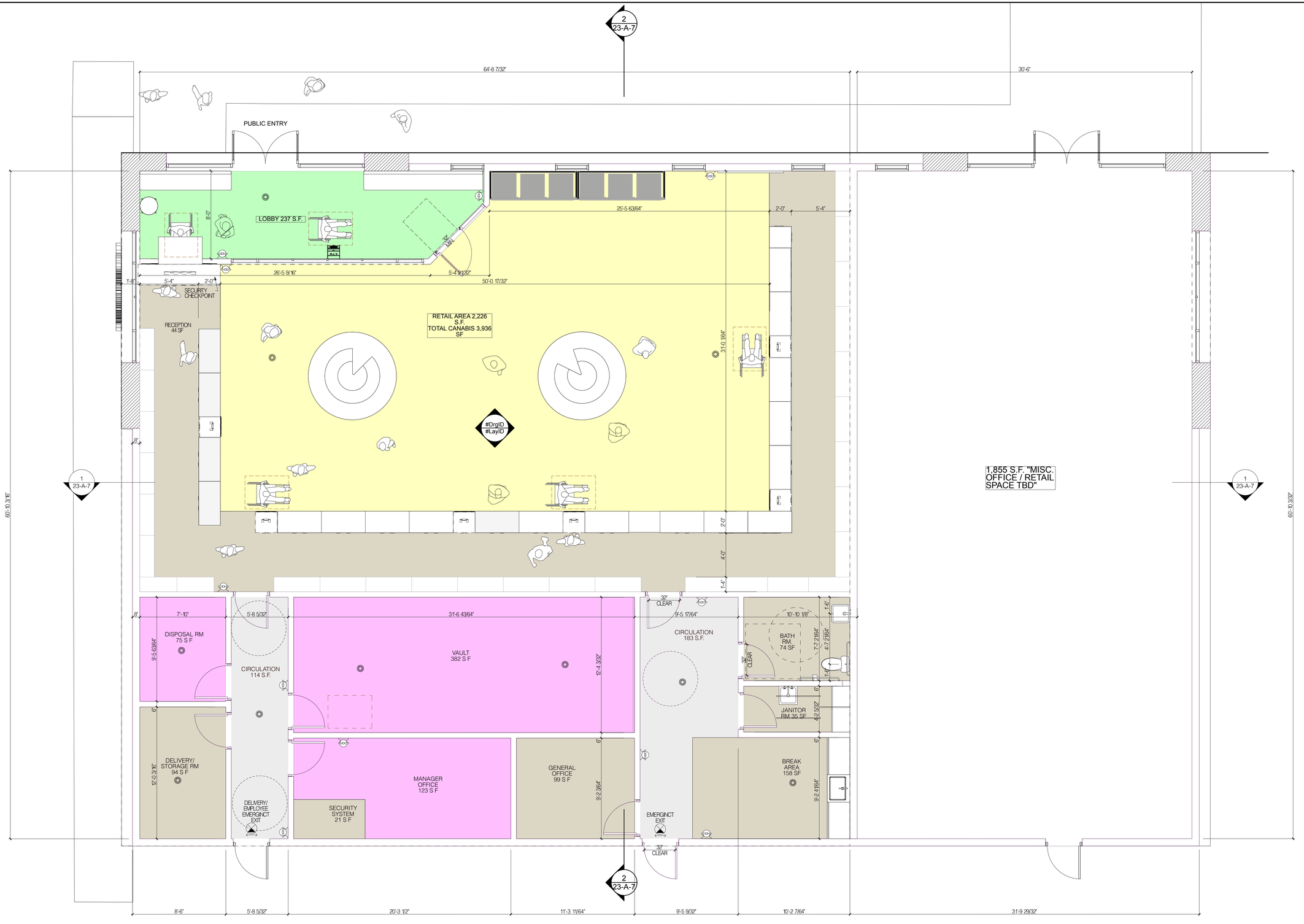
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SHEET TITLE

PROPOSED ROOF PLAN

13- A-01.3

SHEET 13 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

PROPOSED CANNABIS FLOOR PLAN

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS		BY
R1	JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

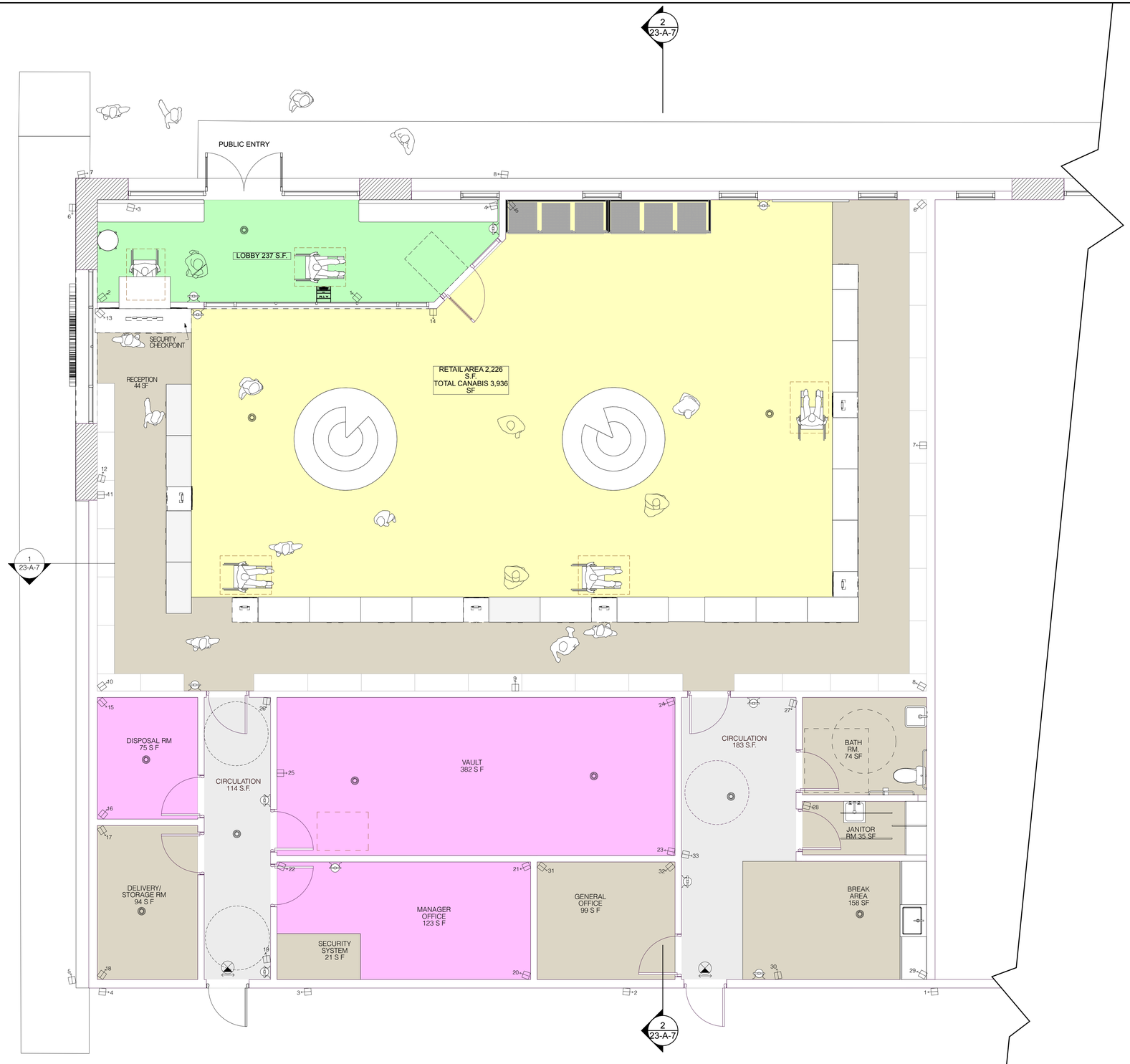
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SHEET TITLE

PROPOSED FLOOR PLAN

14-A.02

SHEET 14 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR
- X — SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

SECURITY FLOOR PLAN

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

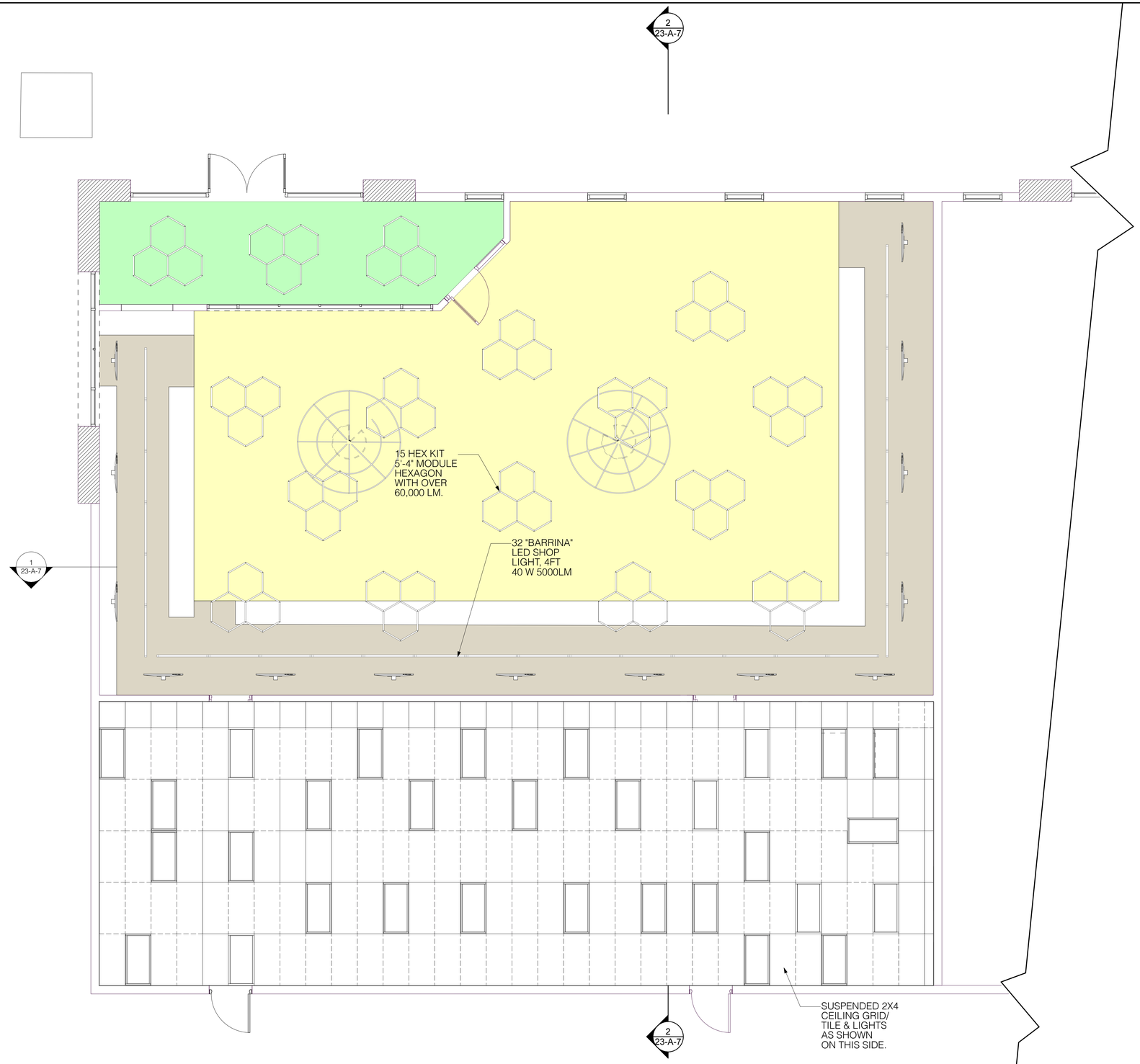
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SHEET TITLE

SECURITY FLOOR PLAN

15-A-02.1

SHEET 15 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

REFLECTED CEILING PLAN

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

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
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ESCONDIDO, CA 92025

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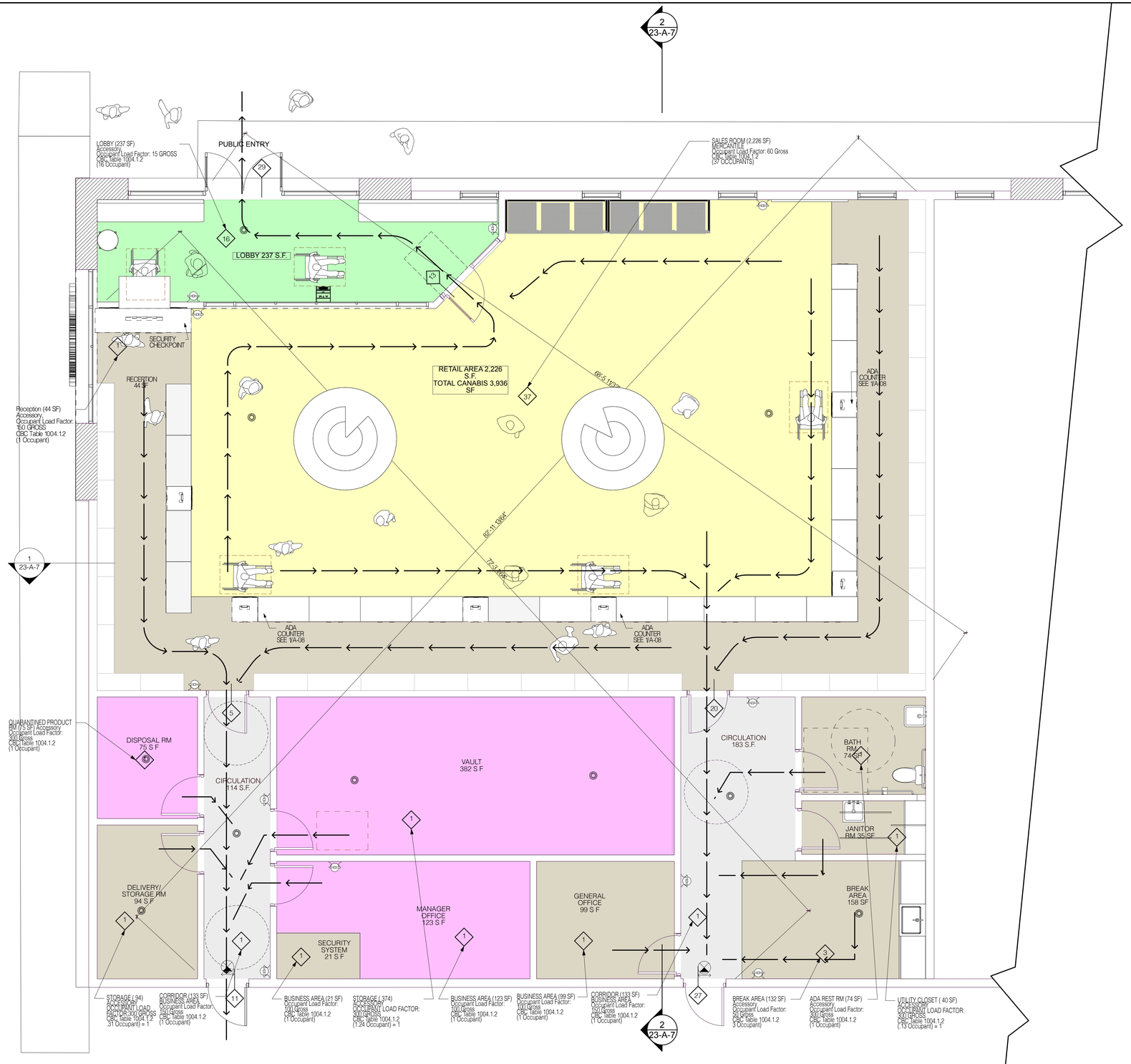
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REFLECTED CEILING PLAN

16-A-03

SHEET 16 OF25



EGRESS FLOOR PLAN

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

EGRESS PLAN LEGEND

- FUNCTION OF SPACE: MERCANTILE
- FUNCTION OF SPACE: BUSINESS AREAS
- FUNCTION OF SPACE: ACCESSORY

EGRESS PLAN KEYNOTES

1. TACTILE EXIT SIGN
2. TACTILE EXIT ROUTE SIGN
3. WALL / CEILING MOUNTED EMERGENCY EXIT SIGN

EGRESS & ACCESSIBILITY NOTES

ACCESSIBLE ROUTE - ACCESSIBLE ROUTES SHALL COMPLY WITH CBC SECTION 11B-402. WALKING SURFACES SHALL PROVIDE CLEARANCES COMPLYING WITH CBC SECTION 11B-403.5. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 PER CBC SECTION 11B-403.3. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. THE CLEAR WIDTH FOR WALKING SURFACES IN CORRIDORS SERVING AN OCCUPANT LOAD OF 10 OR MORE SHALL BE 44 INCHES (1118 MM) MINIMUM. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48 INCHES (1219 MM) MINIMUM.

MEANS OF EGRESS - A CONTINUOUS AND UNOBSTRUCTED PATH OF VERTICAL AND HORIZONTAL EGRESS TRAVEL FROM ANY OCCUPIED PORTION OF A BUILDING OR STRUCTURE TO A PUBLIC WAY. A MEANS OF EGRESS CONSISTS OF THREE SEPARATE AND DISTINCT PARTS: THE EXIT ACCESS, THE EXIT AND THE EXIT DISCHARGE. MEANS OF EGRESS SHALL COMPLY WITH CBC CHAPTER 10.

00 **DESIGN OCCUPANT LOAD** - THE NUMBER OF OCCUPANTS WHOM MEANS EGRESS FACILITIES SHALL BE PROVIDED. WHERE OCCUPANTS FROM ACCESSORY AREA EGRESS THROUGH A PRIMARY SPACE, THE CALCULATED OCCUPANT LOAD FOR THE PRIMARY SPACE SHALL INCLUDE THE TOTAL OCCUPANT LOAD OF THE PRIMARY SPACE PLUS THE NUMBER OF OCCUPANTS EGRESSING THROUGH IT FROM THE ACCESSORY AREA.

MINIMUM EGRESS WIDTH - THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES (MM) SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES (7.62 MM) PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES (5.08 MM) PER OCCUPANT FOR OTHER EGRESS COMPONENTS. MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY ONE MEANS OF EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50 PERCENT OF THE REQUIRED CAPACITY. THE MAXIMUM CAPACITY REQUIRED FROM ANY STORY OF A BUILDING SHALL BE MAINTAINED TO THE TERMINATION OF THE MEANS OF EGRESS. (CBC SEC. 1005.1)

DOOR ENCROACHMENT - DOORS, WHEN FULLY OPENED, AND HANDRAILS SHALL NOT REDUCE THE REQUIRED MEANS OF EGRESS WIDTH BY MORE THAN 7 INCHES (178 MM). DOORS IN ANY POSITION SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN ONE-HALF. OTHER NONSTRUCTURAL PROJECTIONS SUCH AS TRIM AND SIMILAR DECORATIVE FEATURES SHALL BE PERMITTED TO PROJECT INTO THE REQUIRED WIDTH A MAXIMUM OF 1 1/2 INCHES (38 MM) ON EACH SIDE. (CBC SEC. 1005.7)

EGRESS - EGRESS DOORS MUST BE READILY OPENABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. (CBC SEC. 1010.1.9) UNLATCHING ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION. (CBC SEC. 1010.1.9.6)

EXIT SIGNS - EXIT SIGNS SHALL BE INTERNALLY AND EXTERNALLY ILLUMINATED AT ALL TIMES. EXTERNALLY ILLUMINATED EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY LOSS. (CBC SEC. 1013.1, 1013.3, 1013.6.3)

EGRESS ILLUMINATION - THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED TO A LEVEL OF NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. (CBC SEC 1008.2.1)

ILLUMINATION EMERGENCY POWER - THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. (CBC SEC 1008.3)

IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:

1. INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3. EXIT PASSAGEWAYS.
4. VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH CBC SECTION 1028.1.
5. EXTERIOR LANDINGS AS REQUIRED BY CBC SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE. (CBC SEC. 1008.3.2)

6. THE FORCES TO UNLATCH DOORS SHALL COMPLY WITH THE FOLLOWING, SECTION 1010.1.3:

A) WHERE DOOR HARDWARE OPERATES BY PUSH OR PULL, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 15 POUNDS.

B) WHERE DOOR HARDWARE OPERATES BY ROTATION, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 28 INCH-POUNDS.

7. THE FORCE TO OPEN DOORS SHALL COMPLY WITH THE FOLLOWING:

A) FOR INTERIOR SWINGING EGRESS DOORS THAT ARE MANUALLY OPERATED, OTHER THAN DOORS REQUIRED TO BE FIRE RATED, THE FORCE FOR PUSHING OR PULLING OPEN THE DOOR SHALL NOT EXCEED 5 POUNDS.

B) FOR OTHER SWINGING DOORS, SLIDING DOORS OR FOLDING DOORS, AND DOORS REQUIRED TO BE FIRE RATED, THE DOOR SHALL REQUIRE NOT MORE THAN A 30-POUND FORCE TO BE SET IN MOTION AND SHALL MOVE TO A FULL OPEN POSITION WHEN SUBJECTED TO NOT MORE THAN A 15-POUND FORCE.

THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC SECTION 2702. (CBC SEC 1008.3.4)

ILLUMINATION LEVEL UNDER EMERGENCY POWER. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF I FOOT CANDIE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. (CBC SEC. 1008.3.5)

THIS FACILITY WILL NOT UTILIZE DELAYED EGRESS COMPONENTS OR SYSTEMS.

The Cake House

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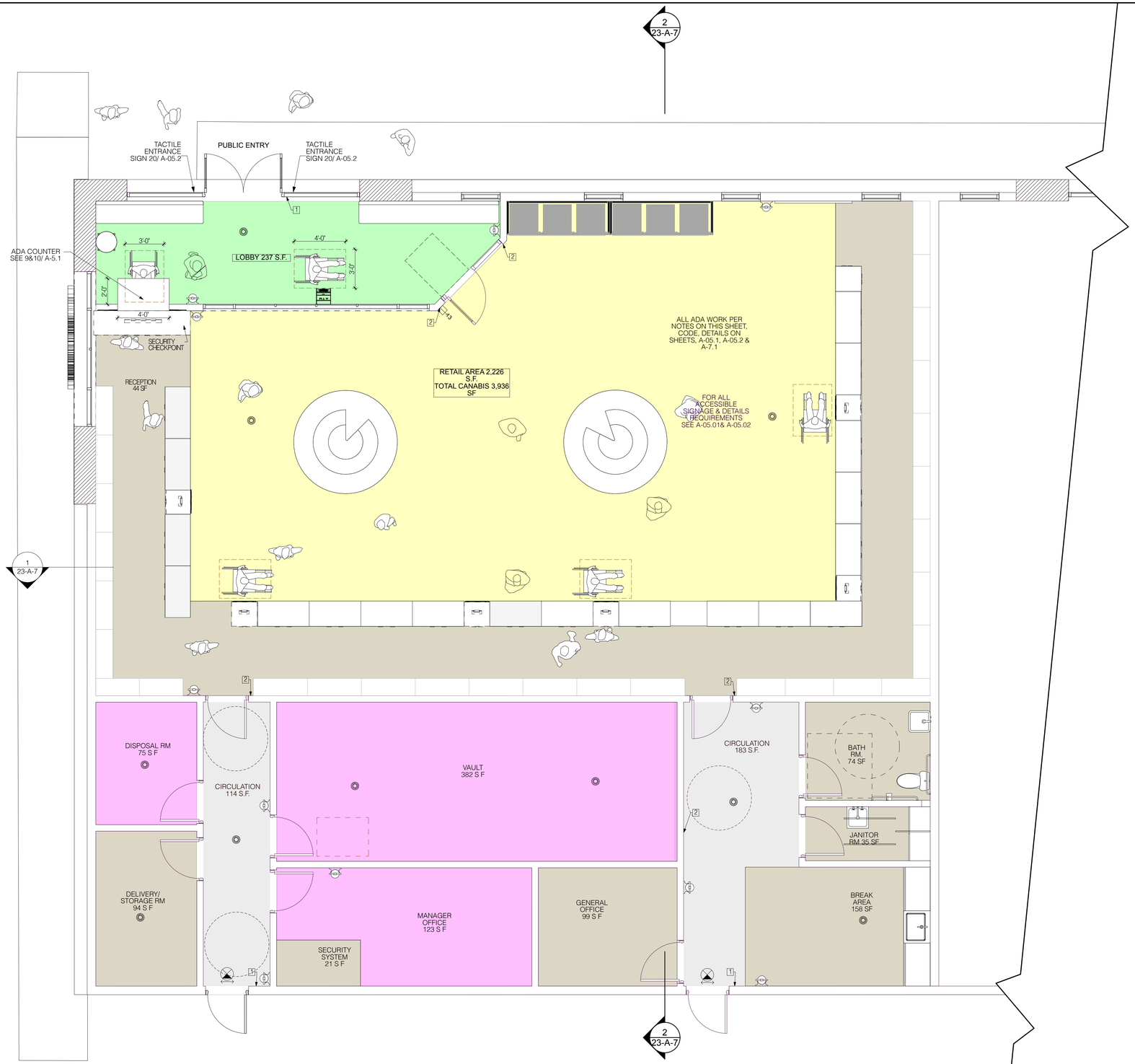
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SHEET TITLE

EGRESS
FLOOR PLAN

17- A-04

SHEET 17 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

1 TACTILE EXIT SIGN-15/ A-05.2

2 TACTILE EXIT ROUTE SIGN-16/ A-05.2

ACCESSABILITY FLOOR PLAN

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

N

ACCESSIBILITY PLAN LEGEND

ACCESSIBILITY CLEARANCES (See Accessibility Notes and General Conditions)

All clearances shall comply with CBC 2019 Chapter 11B.

ACCESSIBLE ROUTE

ACCESSIBLE REACH RANGES NOTES

1. REACH RANGES SHALL COMPLY WITH CBC SEC 11B-308
2. UNOBSTRUCTED FORWARD REACH:
2.1. HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES AND LOW FORWARD REACH SHALL BE A MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
3. OBSTRUCTED HIGH REACH:
3.1. WHERE REACH DEPTH IS A MAXIMUM 20 INCHES, HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES ABOVE FINISHED FLOOR.
3.2. WHERE REACH DEPTH EXCEEDS 20 INCHES, HIGH FORWARD REACH MAXIMUM SHALL BE 44 INCHES AND REACH DEPTH MAXIMUM SHALL BE 25 INCHES.
3.3. CLEAR FLOOR SPACE EXTENDING UNDERNEATH OBSTRUCTION ELEMENTS FOR A DISTANCE NOT LESS THAN REQUIRED REACH DEPTH OVER OBSTRUCTION.
4. WHERE A PARALLEL APPROACH IS ALLOWED, UNOBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.1
4.1. HIGH SIDE REACH SHALL BE A MAXIMUM OF 48 INCHES AND MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
5. WHERE PARALLEL APPROACH IS ALLOWED, OBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.2
5.1. HEIGHT OF OBSTRUCTION 34 INCHES MAXIMUM.
5.2. DEPTH OF OBSTRUCTION 24 INCHES MAXIMUM.
5.3. WHERE REACH DEPTH IS A MAXIMUM OF 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE48 INCHES.
5.4. WHERE REACH DEPTH EXCEEDS 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE 46 INCHES AND REACH DEPTH MAXIMUM SHALL BE 24 INCHES.

ACCESSIBILITY NOTES

1. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES, PUBLIC STREETS AND SIDEWALKS, AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. WHERE MORE THAN ONE ROUTE IS PROVIDED, ALL ROUTES MUST BE ACCESSIBLE. (CBC SEC. 11B-206.2.1)
2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS, ACCESSIBLE FACILITIES, ACCESSIBLE ELEMENTS, AND ACCESSIBLE SPACES THAT ARE ON THE SAME SITE. (CBC SEC. 11B-206.2.2)
3. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDING OR FACILITY ENTRANCES WITH ALL ACCESSIBLE SPACES AND ELEMENTS WITHIN THE BUILDING OR FACILITY, INCLUDING MEZZANINES, WHICH ARE OTHERWISE CONNECTED BY A CIRCULATION PATH UNLESS EXEMPTED BY CBC 2019 SECTION 11B206.2.3 EXCEPTIONS 1 THROUGH 7. (CBC SEC. 11B-206.2.4)
4. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864 MM) MINIMUM AND 44 INCHES (1118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC SEC.11B-404.2.7)
5. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAXIMUM. (CBC SEC. 11B-309.4)
6. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (813 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM). (CBC SEC. 11B-404.2.3)
7. MINIMUM MANEUVERING CLEARANCES AT DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B- 404.2.4, FIGURE 11B-404.2.4.1 AND TABLE 11B- 404.2.4.1. MANEUVERING CLEARANCES SHALL EXTEND THE FULL WIDTH OF THE DOORWAY AND THE REQUIRED LATCH SIDE OR HINGE SIDE CLEARANCE. (CBC SEC. 11B-404.2.4)
8. FLOOR OR GROUND SURFACE WITHIN REQUIRED MANEUVERING CLEARANCES SHALL BE STABLE, FIRM, AND SLIP RESISTANT IN COMPLIANCE WITH CBC SECTION 11B-302. CHANGES IN LEVEL ARE NOT PERMITTED. (CBC SEC. 11B-404.2.4.4)
9. MANEUVERING CLEARANCES FOR FORWARD APPROACH SHALL BE PROVIDED WHEN ANY OBSTRUCTION WITHIN 18 INCHES (457 MM) OF THE LATCH SIDE AT AN INTERIOR DOORWAY, OR WITHIN 24 INCHES (610 MM) OF THE LATCH SIDE OF AN EXTERIOR DOORWAY, PROJECTS MORE THAN 8 INCHES (203 MM) BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR OR GATE. (CBC SEC. 11B- 404.2.4.3 AND FIG 11B- 404.2.4.3)
10. THRESHOLDS, IF PROVIDED AT DOORWAYS, SHALL BE AS FOLLOWS: CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT (CBC SEC. 11B-303.2) AND CHANGES IN LEVEL BETWEEN 1/4 INCH (6.4 MM) HIGH MINIMUM AND 1/2 INCH (12.7 MM) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2 (CBC SEC. 11B-303.3)
11. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH (1.6 MM) OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC SEC. 11B-404.2.10)
12. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE SHALL BE AS FOLLOWS: INTERIOR HINGED DOORS AND GATES: 5 POUNDS (22.2 N) MAXIMUM. SLIDING OR FOLDING DOORS: 5 POUNDS (22.2 N) MAXIMUM. REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS (66.7 N). EXTERIOR HINGED DOORS: 5 POUNDS (22.2 N) MAXIMUM. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. (CBC SEC. 11B-404.2.9)
13. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. (CBC SEC. 11B-403.5.1)
14. EMPLOYEE WORKSTATIONS SHALL BE ON AN ACCESSIBLE ROUTE COMPLYING WITH DIVISION 4. SPACES AND ELEMENTS WITHIN EMPLOYEE WORKSTATIONS SHALL ONLY BE REQUIRED TO COMPLY WITH CBC SECTIONS 11B-207.1, 11B-215.3, 11B-302, 11B-303, 11B-308.1.1, 11B-308.1.2, AND 11B- 404.2.3 UNLESS EXEMPTED BY OTHER PARTS OF THIS CODE. COMMON USE CIRCULATION PATHS WITHIN EMPLOYEE WORKSTATIONS SHALL COMPLY WITH SECTION 11B-206.2.8. (CBC SEC. 11B-203.9)
15. THE CLEAR WIDTH SHALL BE PERMITTED TO BE REDUCED TO 32 INCHES (813 MM) MINIMUM FOR A LENGTH OF 24 INCHES (610 MM) MAXIMUM PROVIDED THAT REDUCED WIDTH SEGMENTS ARE SEPARATED BY SEGMENTS THAT ARE 48 INCHES (1219 MM) LONG MINIMUM AND 36 INCHES (914 MM) WIDE MINIMUM. (CBC SEC.11B-403.5.1, EXCEPTION 1)
16. EXTERIOR EXIT DOORS SHALL HAVE A SIGN POSTED ABOVE STATING: THIS DOOR TO REMAIN UNLOCKED WHILE BUSINESS IS OCCUPIED.
17. PROVIDE PANIC HARDWARE AT EXIT DOORS WHERE NOTED.
18. MEANS OF EGRESS DOORS SHALL BE READILY DISTINGUISHABLE FROM THE ADJACENT CONSTRUCTION & FINISHES SUCH THAT THE DOORS ARE EASILY RECOGNIZED. MIRRORS OR SIMILAR REFLECTING MATERIALS SHALL NOT BE USED ON MEANS OF EGRESS DOORS. MEANS OF EGRESS DOORS SHALL NOT BE CONCEALED BY CURTAINS, DRAPES, DECORATIONS OR SIMILAR MATERIALS. (CBC SEC. 1010.1)
19. GATES USED AS A COMPONENT IN A MEANS OF EGRESS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS FOR DOORS. (CBC SEC. 1010.2)
20. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (CBC SEC. 11B-404.2.8.1)

The Cake House

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RIVISIONS	BY
1 RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
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THE CAKE HOUSE

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SHEET TITLE

ACCESSABILIT Y FLOOR PLAN

18-A-05

SHEET 18 OF25

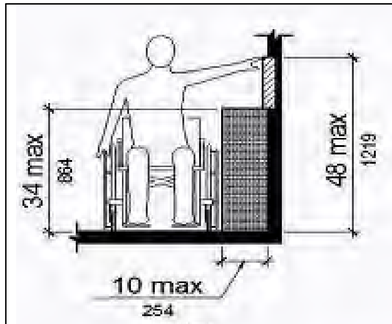
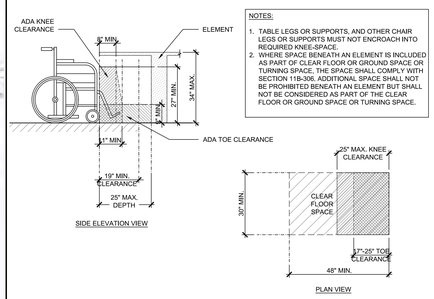
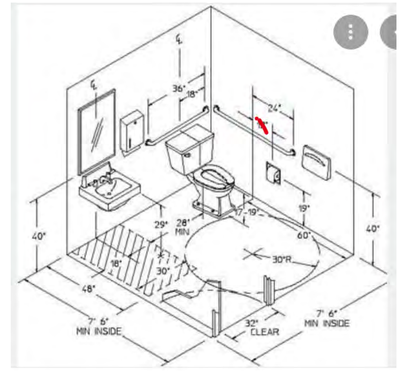
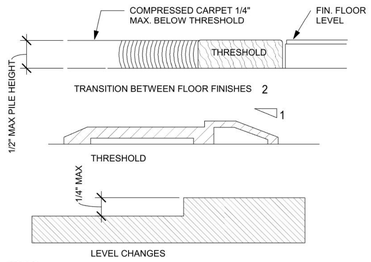


FIGURE *11B*-308.3.2

17 | 13 | 9 | 5 | 1







NOTES:
1. MAXIMUM HEIGHT NOT TO EXCEED 1/2" IN ALL TYPES OF THRESHOLDS
2. 1:2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE AT FACE

18 | 14 | 10 | 6 | 2

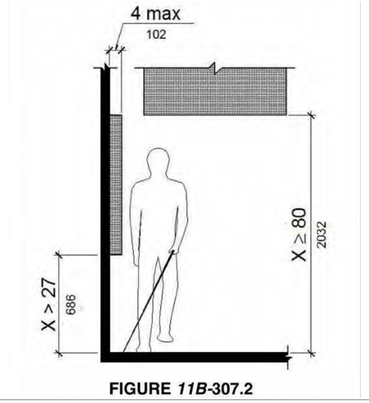


FIGURE *11B*-307.2

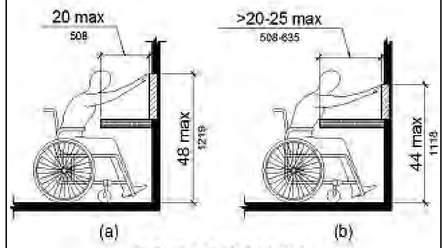
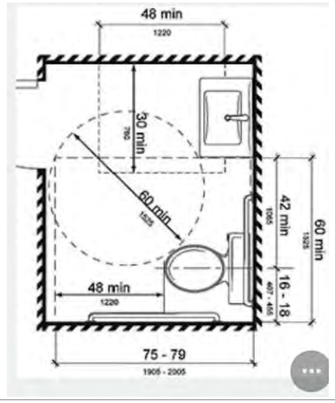
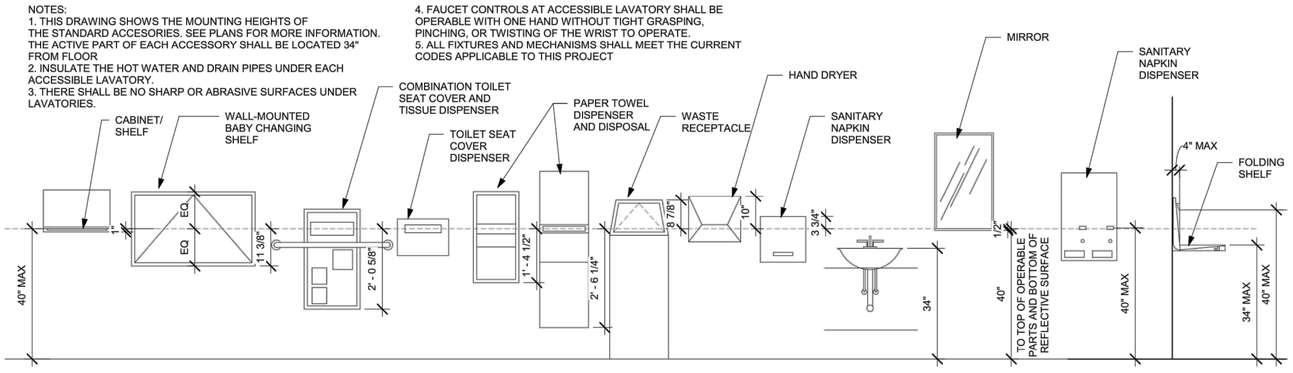


FIGURE *11B*-308.2.2

OBSTRUCTED HIGH FORWARD REACH





19 | 15 | 11 | 7 | 3

20 | 16 | 12 | 8 | 4

CAKE ENTERPRISES, INC
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UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

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WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

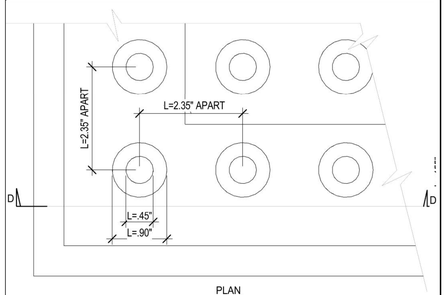
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MODEL FILE:
CATT ROAD April 12, 24.pln
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SHEET TITLE

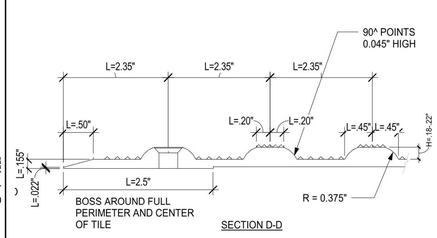
TYPICAL ADA DETAILS

19-A-5.1

SHEET 19 OF 24



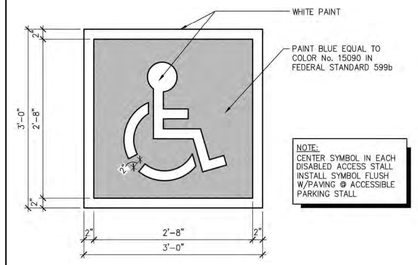
17



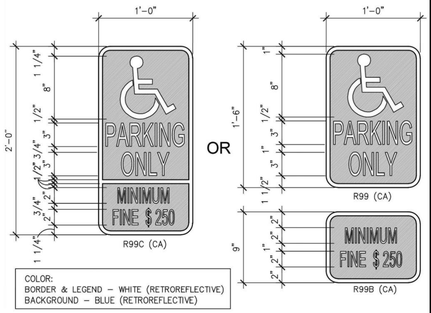
TRUNCATED DOME/ ADHESIVE 13



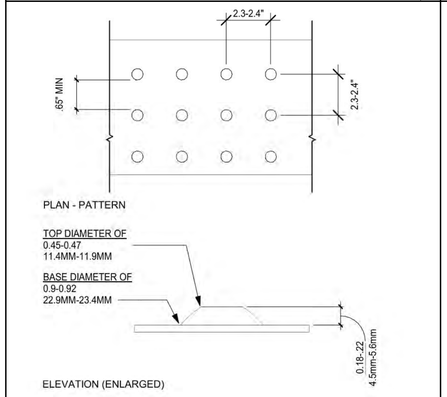
NO PARKING PAINTED MARKING 9



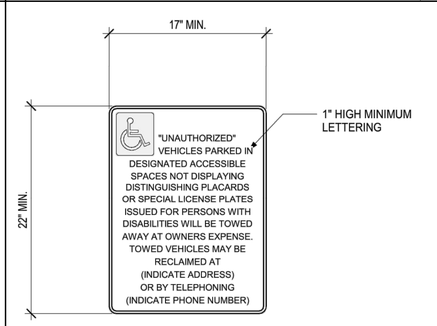
ACCESSIBLE STALL SYMBOL 5



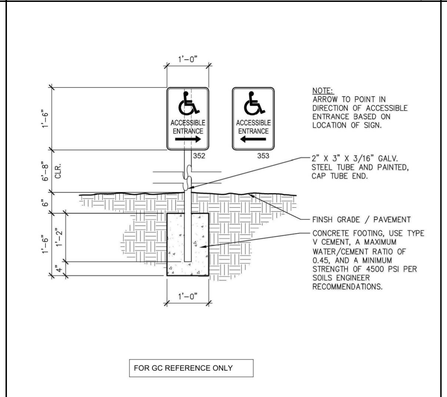
ACCESSIBLE SIGNS 1



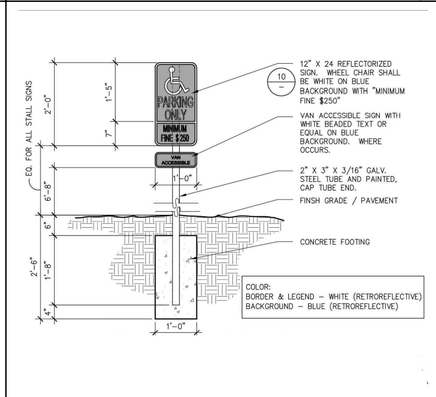
TRUNCATED DOME PATTERN 18



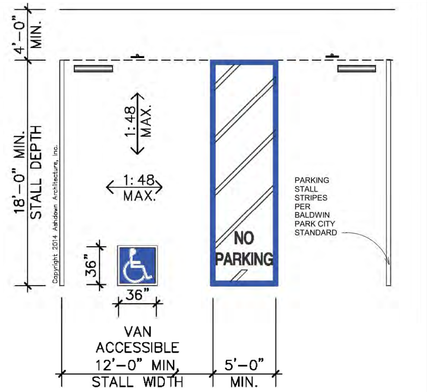
ACCESSIBLE WARNING SIGN 14



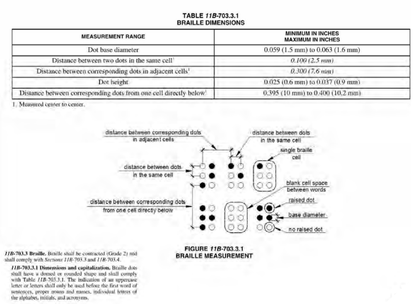
ACCESSIBLE DIRECTION SIGN 10



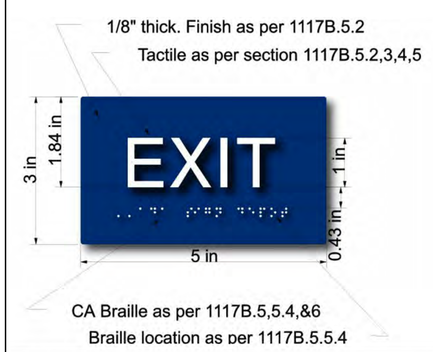
VAN ACCESSIBLE SIGNAGE 6



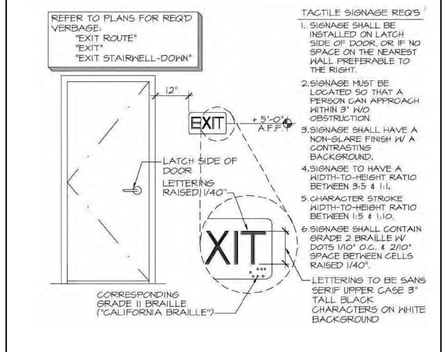
VAN ACCESSIBLE PARKING 2



TACTILE EXIT SIGNAGE 19



ACCESSIBLE WARNING SIGN 15



TACTILE EXIT SIGNAGE 11

SYMBOL DESCRIPTION

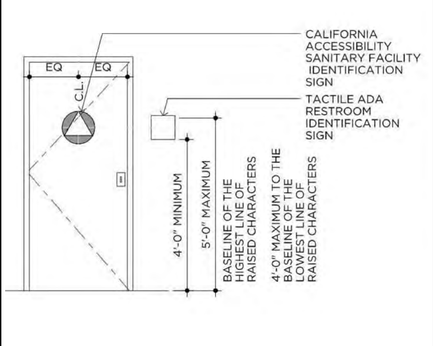
DOORWAYS LEADING TO MEN'S SANITARY FACILITIES SHALL BE INDENTIFIED BY AN EQUILATERAL TRIANGLE 1/4" THICK WITH EDGES 12" LONG AND A VERTEX POINTING UPWARD

DOORWAYS LEADING TO WOMEN'S SANITARY FACILITIES SHALL BE INDENTIFIED WITH A CIRCLE 1/4" THICK AND 12" IN DIAMETER

DOORWAYS LEADING TO A UNISEX RESTROOM SHALL BE IDENTIFIED WITH A 1/4" THICK, 12" DIAMETER CIRCLE WITH A 1/4" THICK TRIANGLE SUPERIMPOSED ON THE CIRCLE, AS SHOWN ABOVE

THESE GEOMETRIC SYMBOLS SHALL BE CENTERED ON THE DOOR AT A HEIGHT OF 60" AND THEIR COLOR AND CONTRAST SHALL BE DISTINCTLY DIFFERENT FROOM THE COLOR AND CONTRAST OF THE DOOR. ALL SIGNS SHALL HAVE GRADE 2 CONTRACTED BRAILLE AND COMPLY WITH THE STANDARDS SET FORTH IN THE CALIFORNIA BUILIDNG CODE, CHAPTER 11

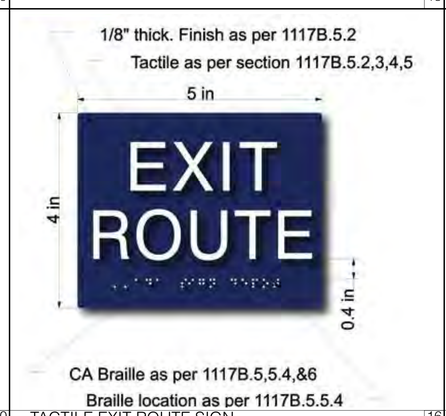
ACCESSIBLE / TACTILE RESTROOM SIGNAGE 7



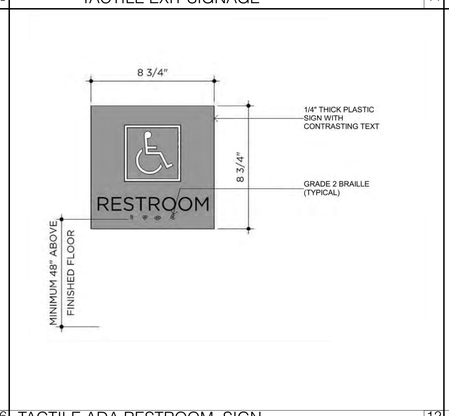
ADA RESTROOM SIGN LOCATION 3



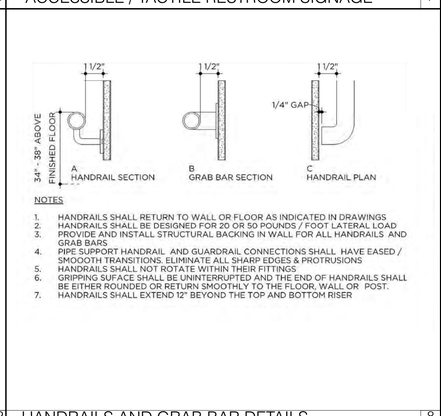
TACTILE ACCESSIBLE ENTRANCE SIGN 20



TACTILE EXIT ROUTE SIGN 16



TACTILE ADA RESTROOM SIGN 12



HANDRAILS AND GRAB BAR DETAILS 8



ACCESSIBILITY STANDARD ACCESS SIGN 4

The Cake House
CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

PROJECT NO: 0220603
MODEL FILE:
CATT ROAD April 12, 24.pln
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SHEET TITLE

ADA TYPICAL DETAILS

20-A-5.2

SHEET 20 OF 24



Proposed West Elevation

1/8"=1'-0"



Proposed South Elevation

1/8"=1'-0"



Proposed East Elevation

1/8"=1'-0"



Proposed North Elevation

1/8"=1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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SHEET TITLE

ELEVATIONS

21-A-6

SHEET 21 OF25



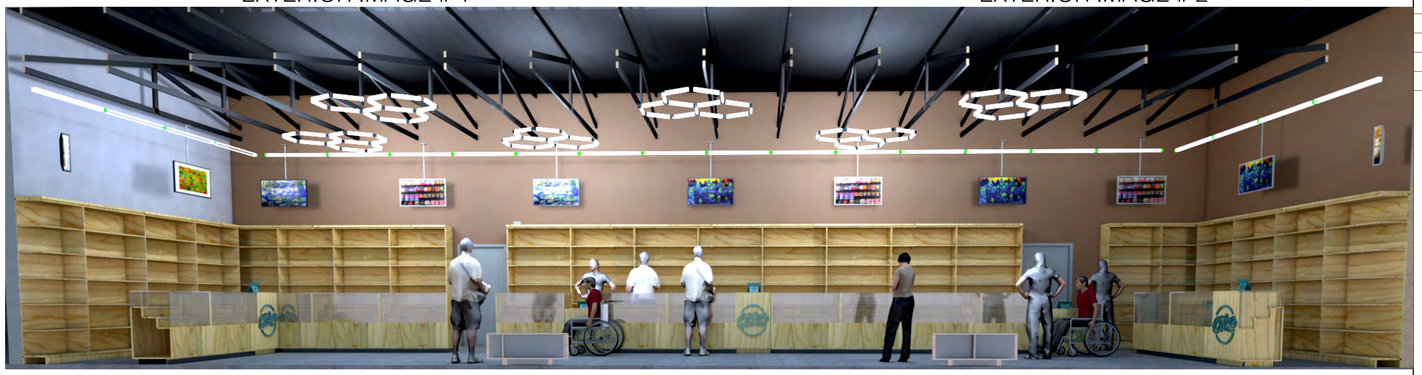
INTERIOR IMAGE # 1



EXTERIOR IMAGE # 1



EXTERIOR IMAGE # 2



INTERIOR ELVATION IMAGE # 1



INTERIOR ELVATION IMAGE # 2



INTERIOR IMAGE # 2



INTERIOR IMAGE # 3



INTERIOR IMAGE # 4



INTERIOR IMAGE # 5

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
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23825 CATT RD.
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DIPENSARY PRESPECTIVES

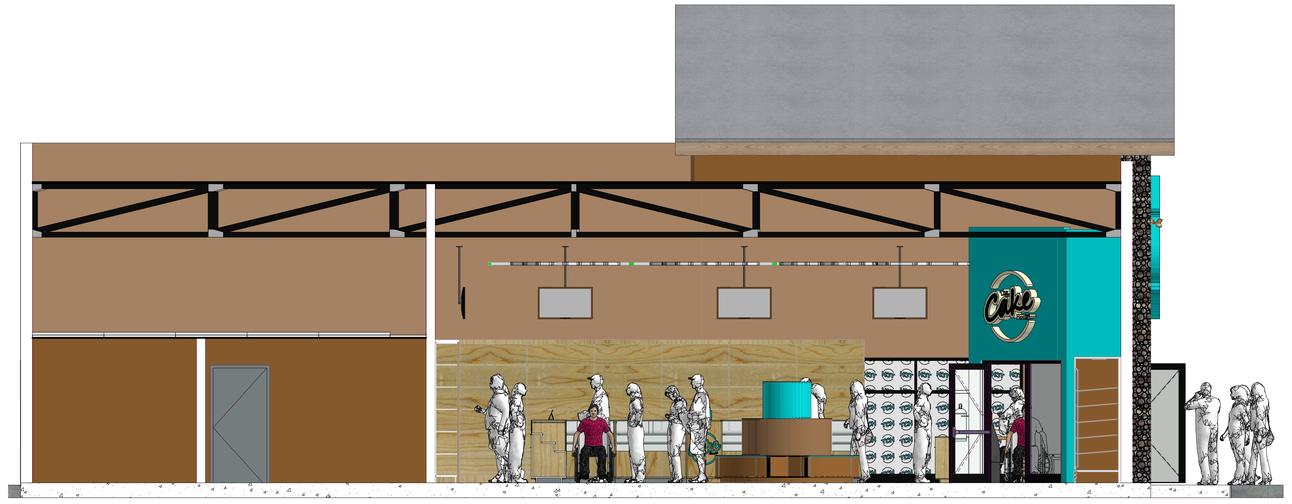
22-A-6.1 PRESPECTIVES

SHEET 22 OF25



BUILDING SECTION A

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



BUILDING SECTION B

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

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

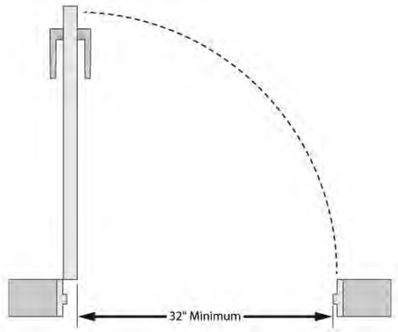
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MODEL FILE:	CATT ROAD April 12, 24.pln
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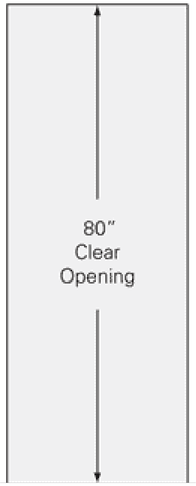
BUILDING SECTIONS

23-A-7

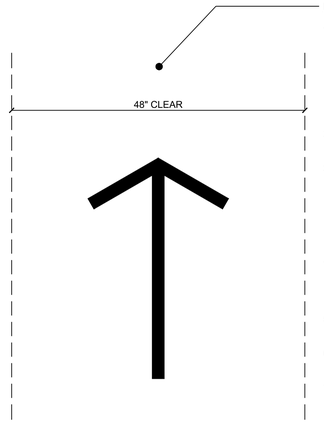
SHEET 23 OF25



DOOR MIN OPENING



MIN HIGHT

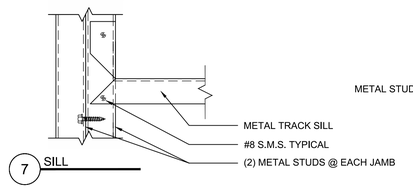


PATH OF TRAVEL NOTES

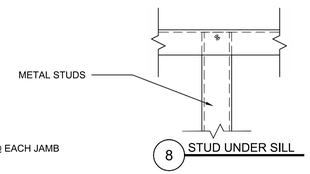
1. ACCESSIBLE ROUTE OF TRAVEL SHALL BE PROVIDED TO ALL PORTION OF THE BUILDING TO ACCESSIBLE BUILDING ENTRANCES, AND BETWEEN THE BUILDING AND THE PUBLIC WAY. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES; PUBLIC STREETS AND SIDEWALKS; AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. (CBC SECTION 11B-206.2.1).
2. PRIMARY ENTRY ACCESS. ALL ENTRANCES AND EXTERIOR GROUND EXITS TO BUILDINGS AND FACILITIES SHALL COMPLY WITH CBC SECTION 11B-206.4.1.
3. WALKS AND SIDEWALKS HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" AND SHALL BE A MINIMUM OF 48" INCHES WIDTH. IF WALK OR SIDEWALK HAS LESS THAN 60 INCHES, CLEAR WIDTH THAN PASSING SPACES OF AT LEAST 60 INCHES BY 60 INCHES SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200 FEET. AN INTERSECTION IS AN ACCEPTABLE PASSING PLACE (CBC SECTION 11B-403.5.3 AND 11B-304.3.2).
4. SURFACES INCLUDING WALKS AND SIDEWALKS, SHALL HAVE SLIP RESISTANT SURFACES. SURFACES WITH A SLOPE OF LESS THAN 6% PERCENT GRADIENT SHALL BE AT LEAST A SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED CONCRETE FINISH (CBC SECTION 11B-302).
5. RAMP SURFACE CROSS SLOPES SHALL NOT EXCEED ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2- PERCENT SLOPE). (CBC SECTION 11B-405.3).
6. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL BOT BE STEEPER THAN 1:48. (CBC SECTION 11B-403.3).
7. CHANGES IN LEVEL. CHANGES IN LEVEL UP TO ¼" INCHES MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN ¼" AND ½" INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAT ½" INCH SHALL BE RAMPED AND SHALL COMPLY WITH SECTION 11B-405 AND 11B-406. (CBC SECTION 11B-303.2 AND 11B-303.3)
8. THE CONTRACTOR SHALL VERIFY THAT THE PATH OF TRAVEL INDICATED CONFORM TO THIS CRITERIA.

4 / A501 EXTERIOR ACCESSIBLE ROUTE OF TRAVEL DETAIL
1" = 1'-0"

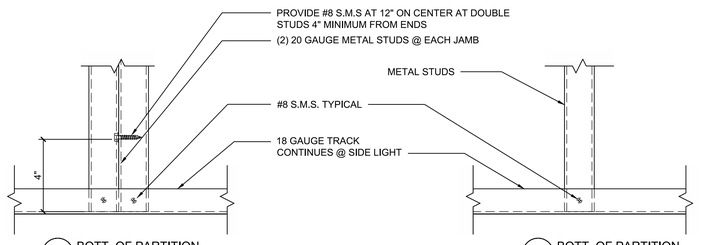
NOTE: NON-STRUCTURAL STEEL TO COMPLY WITH CBC SECTION 2211.2.



7 SILL

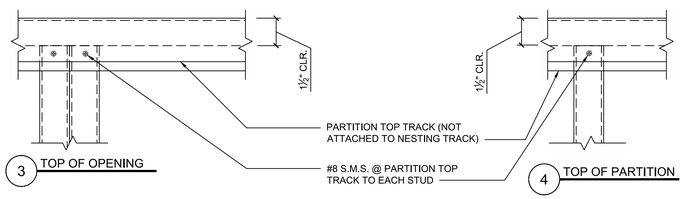


8 STUD UNDER SILL



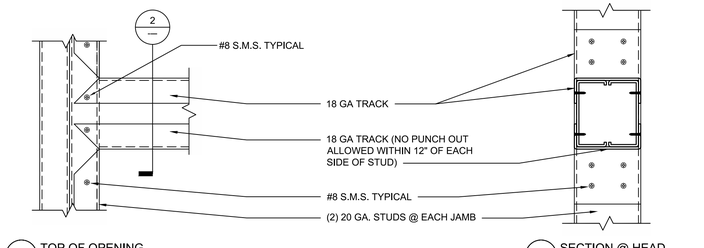
5 BOTT. OF PARTITION

6 BOTT. OF PARTITION



3 TOP OF OPENING

4 TOP OF PARTITION



1 TOP OF OPENING
8'-1" MAX

2 SECTION @ HEAD
REFER TO WALL TYPE FOR STUD SIZE

9 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL CONNECTION DETAILS
3" = 1'-0"

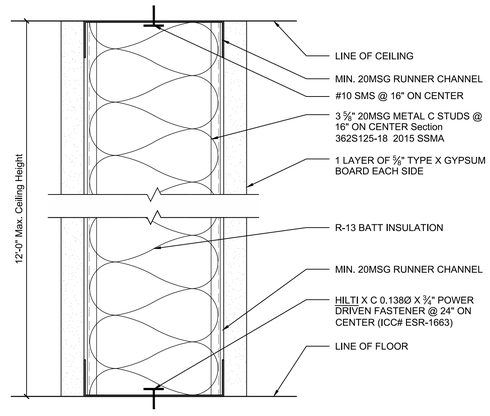
WALL ASSEMBLY TO BE CONSTRUCTED ACCORDING TO UL 263, DESIGN NO. U423

FOR WALL FRAMING, SEE DETAIL 6 / A501

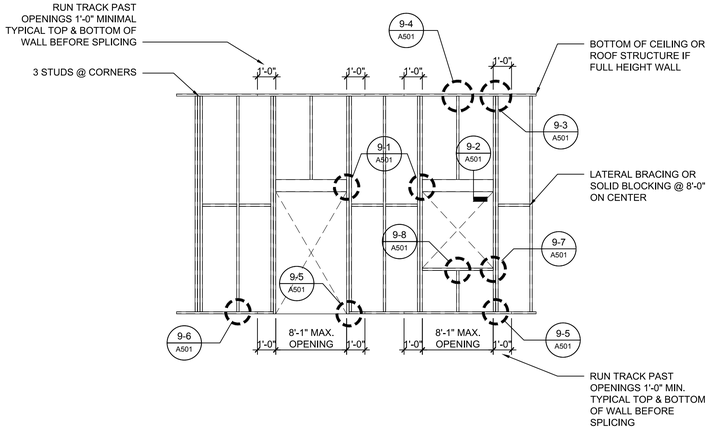
THE MEMBRANE CONSISTS OF:
NOMINAL ⅝" THICK LEAD BACKED GYPSUM PANEL WITH BEVELED, SQUARE OR TAPERED EDGES, APPLIED VERTICALLY. VERTICAL JOINTS CENTERED OVER 20 MSG STEEL STUDS AND STAGGERED MIN 1 STUD CAVITY ON OPPOSITE SIDES OF STUDS.
WALLBOARD SECURED TO STUDS WITH 1 ¼" LONG TYPE S-12 STEEL SCREWS SPACED 8" O.C. AT PERIMETER AND 12" ON CENTER IN THE FIELD. TO BE USED WITH LEAD BATTEN STRIPS OR LEAD DISCS OR TABS.

FLOOR & CEILING RUNNERS:
CHANNEL SHAPED RUNNERS MIN 3 ½" DEEP WITH 1 ¼" FLANGES FABRICATED FROM MIN. NO. 20 MSG CORROSION-PROTEDTED STEEL. ATTACHED TO FLOOR AND CEILING ASSEMBLIES WITH STEEL FASTENERS SPACED NOT GREATER THAN 24" ON CENTER.

STEEL STUDS:
CHANNEL SHAPED, FABRICATED FROM MIN. 20 MSG CORROSION-PROTECTED OR GALVANIZED STEEL, 3 ½" MIN. WIDTH, MIN 1 ½" FLANGES AND ¼" RETURN, SPACED A MAX OF 16" ON CENTER STUDS FRICTION-FIT INTO FLOOR AND CEILING RUNNERS.



5 / A501 3 5/8" METAL NON-STRUCTURAL INTERIOR PARTITION WALL DETAIL
6" = 1'-0"



NOTE:
1. TRACK SAME GAUGE AS STUDS
2. MULTIPLE STUDS TO BE WELDED ⅛" X 1" LONG @ 2'-0" ON CENTER EACH FLANGE.
3. USE 20 GA. STUDS UNLESS NOTED OTHERWISE.
4. NON-STRUCTURAL FRAMING TO COMPLY WITH CBC SECTION 2211.2

6 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL FRAMING DETAIL
1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
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SHEET TITLE

TYPICAL DTAILS

24-A-7.1

SHEET 24 OF25

INTERIOR MATERIALS - RESTROOMS



42" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-42
SIZE: 42"



36" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-36
SIZE: 36"



18" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-18
SIZE: 18" VERTICAL



TOILET TISSUE DISPENSER
MANUFACTUER: BOBRICK
STYLE: JUMBO ROLL SURFACE-MOUNTED SINGLE ROLL B-2890H



SANITARY NAPKIN DISPOSAL
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SANITARY NAPKIN DISPOSAL B-270



SOAP DISPENSER
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SOAP DISPENSER B-2111



PAPER TOWEL DISPENSER / WASTE COMBO
MANUFACTUER: BOBRICK
STYLE: SEMI-RECESSED CONVERTIBLE PAPER TOWEL DISPENSER/ WASTE RECEPTACLE
B-3942



PAPER TOWEL DISPENSER ALTERNATE
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT PAPER TOWEL DISPENSER B-262



SINK – WALL HUNG
MANUFACTUER: KOHLER
STYLE: SOHO K-2084-0
SIZE: 20" X 18"
COLOR: WHITE
NOTES: KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET



SINK ALTERNATE: UNDERMOUNT
STYLE: VERTICYL RECTANGLE UNDERMOUNT BATHROOM SINK K-2882
SIZE: 17.25" X 13" BOWL DEPTH
COLOR: WHITE
NOTES: PROVIDE WITH SS-1 COUNTERTOP ADA VANITY., KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET



TOILET
MANUFACTUER: KOHLER
STYLE: ANGLESEY K-4388
NOTES: BARRIER FREE FLOOR-MOUNTED TOP SPUD FLUSHOMETER
BOWL WITH INTEGRAL SEAT. PROVIDE WITH EITHER K10957
TOUCHLESS DC 1.6 GPF TOILET FLUSHOMETER OR K-13516 MANUAL 1.6 GPF WC FLUSHOMETER



URINAL
MANUFACTUER: KOHLER
STYLE: BARDON K-4991-ET

EXTERIOR MATERIALS

WOOD CLADDING
MANUFACTUER: KNOTWOOD
STYLE: ALUMINUM CLADDING - WOOD LOOK
COLOR: IROKO

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: CAVIAR 6990
LOCTION: METAL TRIM

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006

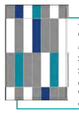
PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)

INTERIOR MATERIALS - RESTROOMS



WALL TILE
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: ICE WHITE 0025 GLOSS FINISH



ACCENT WALL TILE (CT-1, CT-2, CT-3, CT-4)
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: PEACOCK BLUE 0084, SAPPHIRE SKU 0070, STORM GRAY 0040, ICE WHITE 0025
GLOSS FINISH



TILE FLOORING (PT-1)
PORCELAIN TILE
MANUFACTUER: VIRGINIA TILE - ATLAS CONCORDE
STYLE: BOOST FLOOR TILE
SIZE: 24" X 24"
COLOR: SMOKE, MATTE
NOTES: MONOLITHIC INSTALLATION



TOILET STALL PARTITIONS
STAINLESS STEEL TOILET PARTITIONS



VANITY LIGHT FIXTURE
MANUFACTUER: TECH LIGHTING
STYLE:BANDA 24 BATH
SIZE: 24" WIDE
COLOR: MATTE BLACK
LOCATION: TO BE MOUNTED ABOVE MIRROR IN BATHROOMS



GENERAL LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED
NOTES: RECESSED IN GYP CEILING, FLUSH LENS, TRIM FLANGE, SPECIFY LENGTH OF LUMINAIRE IN 1" INCREMENTS (TYPICAL 4' LENGTHS)



CEILING ALTERNATE: 2X2 LAY IN (ACP-1)
MANUFACTUER: ARMSTRONG CEILING SOLUTIONS
STYLE: OPTIMA TEGULAR CEILING TILE 24" X 24" WITH PRELUDE 15/16 GRID IN WHITE



GENERAL LIGHTING ALTERNAT: 2X2 FIXTURE
MANUFACTUER: LITHONIA LIGHTING
STYLE: CPX LED FLAT PANEL
SIZE: 24" X 24"
COLOR: WHITE



MIRROR
MANUFACTUER: KOHLER
STYLE: ESSENTIAL K-26052
SIZE: 22" X 34"
FINISH: MATTE BLACK
NOTES: BOTTOM OF REFLECTIVE SURFACE TO BE MOUNTED 44" AFF

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL



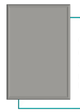
CONCRETE FLOORING (SC-1)
USE SEALED CONCRETE FLOORING IF POSSIBLE



FLOORING ALTERNATE: LUXURY VINYL TILE (LVT-1)
MANUFACTUER: PATCRAFT
STYLE: 1478V MOLTEN
SIZE: 24" X 24"
COLOR: SHALE 00540 - V2



WALL BASE (RB-1)
RUBBER BASE
MANUFACTUER: JOHNSONITE: TARKETT
STYLE: SHOE BASE MOLDING
COLOR: SHARK FIN CG TG2



GENERAL PAINT COLOR (IPS-2)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669
LOCATION: WALLS, BULKHEADS, WOOD DOORS AND FRAMES



ACCENT WALL COLOR (IPS-1)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)
LOCATION: ACCENT WALLS



WOOD WALLS (WDP-1)
PLYWOOD, STAINED AND SEALED



MOSS
MANUFACTUER: GREENOASIS
STYLE: REINDEER MOSS
COLOR: NATURE



SOLID SURFACE (SS-2)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: WHITE JASMINE
LOCATION: CHECK-IN DESKTOP AND WATERFALL EDGES



SOLID SURFACE (SS-1)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: CARBON AGGREGATE
LOCATION: BENCH SEATING AND POSSIBLE RECEPTION DESK

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL



UPHOLSTERED BENCH
MANUFACTUER: MOMENTUM TEXTILES
STYLE: MOGUL EPU
COLOR: PAYROLL



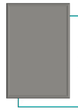
CEILINGS (IPS-4)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006
LOCATION: GYP CEILINGS, METAL DECK



RECESSED STRIP LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED



PENDANT LIGHTING
MANUFACTUER: METEOR
STYLE: VELA 6 ALUMINUM SHROUD
SIZE: 16", 19" OR 22"
COLOR: WHITE



PLASTIC LAMINATE (PL-1)
MANUFACTUER: WILSONART
STYLE: HPL
COLOR: FOSSIL SHALE, GLOSS FINISH D50
LOCATION:
NOTES:



PLASTIC LAMINATE (PL-2)
MANUFACTUER: WILSONART
STYLE: SOLICOR HPL
COLOR: DESIGNER WHITE, GLOSS FINISH D354-01
LOCATION:
NOTES:



STOREFRONT
MANUFACTURER: TUBELITE
COLOR: BLACK



WINDOW FILM (WF-1)
MANUFACTURER: SOLYX
STYLE: SXGF-0097 DEEP ETCH
LOCATION: APPNOTES: APPLY TO EXTERIOR OF GLAZINGLY INTO RETAIL AREA OR WHERE PARAPHERNALIA IS VISIBLE FROM THE EXTERIOR



SIGNAGE BACKGROUND
SIGNAGE AND BANNERS BY OWNER. USE IMAGE FOR BASIS OF DESIGN BACKGROUND

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

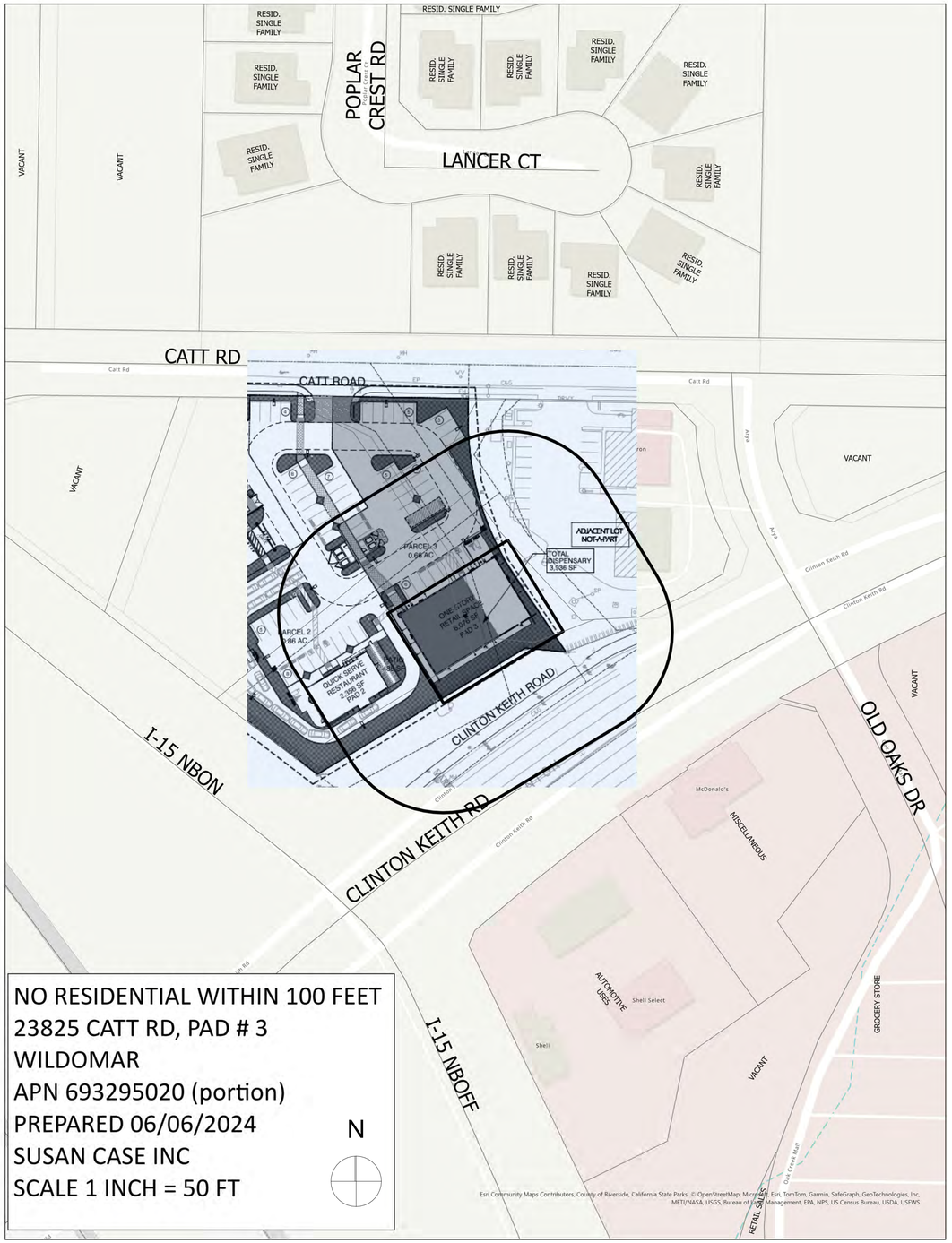
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

MATERIALS

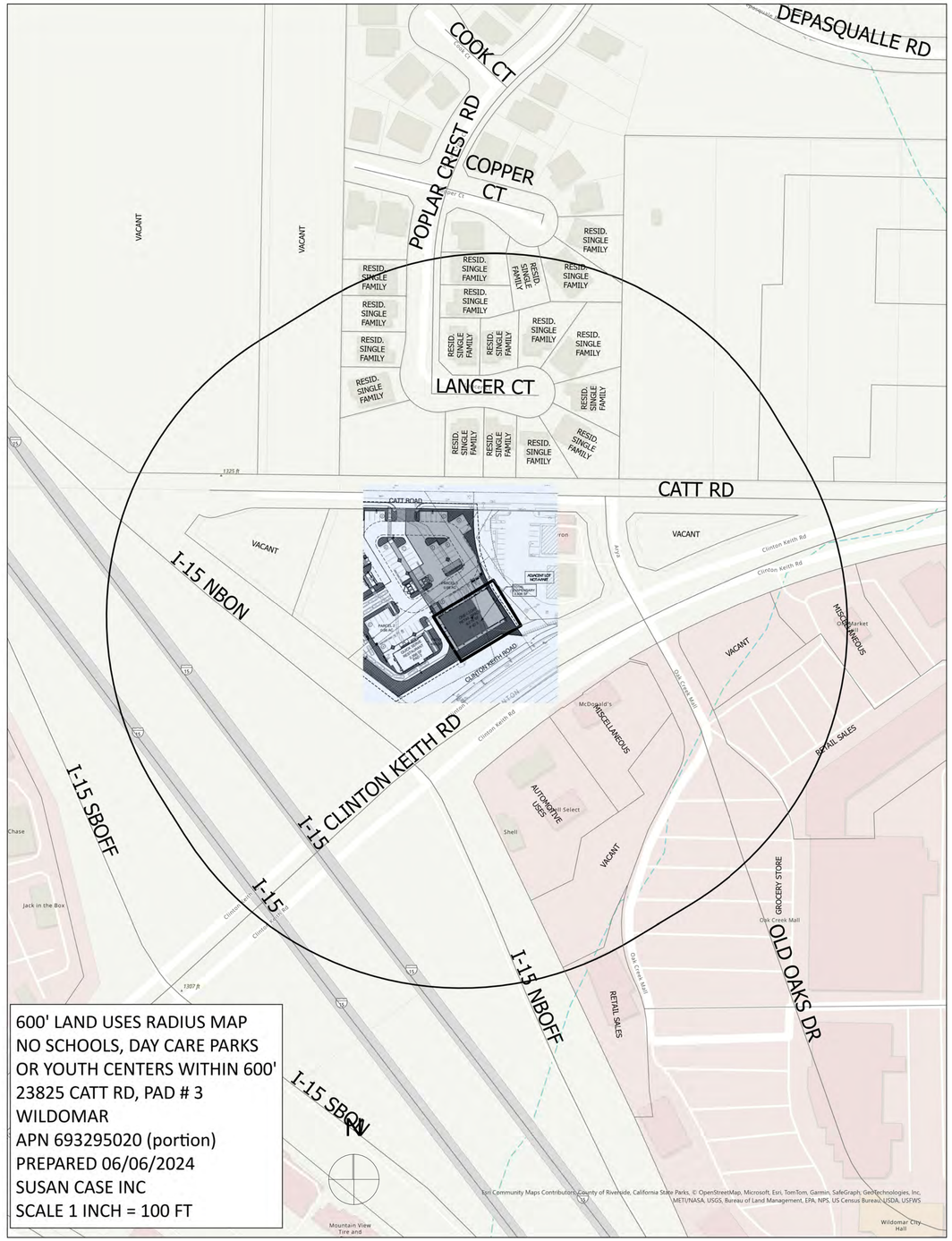
25-A-8

SHEET 25 OF25



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

05-

SHEET 5 OF25

CATT ROAD, LLC

CONDITIONALLY APPROVED

☐ BY THE PLANNING DEPARTMENT
☒ BY THE COMMUNITY DEVELOPMENT DIRECTOR
☐ BY THE PLANNING COMMISSION
☐ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 06/24/2024
APPLICATION NOS. PLN 24-0035
PLANNER MATTHEW BASSI, CD DIR.
SIGNATURE Matthew Bassi





Commercial Cannabis - Local License (PLN 24-0035)
Cannabis Proposal Package

Prepared for the City of Wildomar

Applicant: Catt Road, LLC
Address: 23825 Catt Road
APN: 380-240-001
License: Retail Storefront
Proposal Date: June 11, 2024
Cannabis Proposal: Retail Store Front

Table of Contents

1. Evidence of Legal Right to Occupy....6
   1.1 Legal Right to Occupy Overview....6
   1.2 Purchase Agreement....7
   1.3 Lease Agreement....43
2. Authorization Letter for Information Verification....48
3. Organizational Status....49
   3.1 Ownership Structure....49
   3.2 Articles of Organization....50
   3.3 Operating Agreement....51
   3.4 Catt Road, LLC Certificate of Good Standing....64
4. Property Owner Authorization....65
5. Statement of Qualifications....66
   5.1 Organizational Structure and Qualifying Experience....66
   5.1.2 Saad S. Pattah – Owner Experience....66
   5.2 Cannabis Licenses Currently Held....68
   5.3 Financial Resources....69
6. Business & Operations Plan....72
   6.1 Products and Services to Be Provided....72
   6.2 Adherence to Wildomar Municipal Code....72
   6.3 Delivery Plan....73
   6.4 Size of Proposed Facility....78
      6.4.1 Site Plan....78
      6.4.2 Floor Plan....80
      6.4.3 Egress Plan....81
      6.4.4 Security Floor Plan....82
   6.5 Hours of Operation....83
   6.6 Number of Employees....83
      6.6.1 Retail Store Manager....83
      6.6.2 Shift Leader....83
      6.6.2 Retail Sales Associate....84
      6.6.3 Inventory Control Specialist....84

6.7 Day to Day Operations....84
6.7.1 Opening Procedures Checklist....84
6.7.2 Customer Check-In Procedures....85
6.7.3 Customer Product Handling Procedures....88
6.7.4 Receiving Incoming Inventory....89
6.7.5 Closing Procedures Checklist....90
6.8 Compliance with Local Ordinance and State Laws....91
6.9 How Cannabis Will Be Tracked and Monitored to Prevent Diversion....91
6.9.2 Track-and-Trace....92
6.9.3 Track-and -Trace Account Manager....92
6.9.4 Mandated Bi-Weekly Inventories....93
6.9.5 Opening and Closing Inventories....93
6.9.6 Notification of Theft, Loss, and Criminal Activity....93
6.10 Operations Schedule....95
6.11 Start Up Costs....96
6.12 Anticipated Revenues....97
6.13.1 Anticipated Federal, State, and Local Tax....99
6.13.2 Excise Tax Payment – State of California....99
6.13.3 Sales and Use Tax Payment....99
6.14 COMMUNITY RELATIONS DESIGNEE....100
6.14.1 Catt Road, LLC Relations Designee....100
6.14.2 Changes to Designee....100
6.14.3 Accepting Complaints....100
6.14.4 Nuisance Prevention....100
7. Fire Protection Plan....101
7.1 Plan Summary....102
7.2 Faculty Fire Prevention, Suppression, HVAC, and Alarm Systems....102
7.2.1 Fire Prevention System....102
7.2.2 Fire Suppression System....104
7.2.3 HVAC System....106
7.2.4 Alarm System....106
7.2.5 Emergency Protocols....106
7.3 Occupancy Classification....111

7.4.1 Written and Physical mechanisms in place to deal with Hazardous Materials/Inhalation Procedures....112
8. Safety and Security Plan....113
8.1 Security Summary....113
8.2 Video Surveillance System....117
8.2.1 Vendor....117
8.2.2 Locations/Angles of all Cameras....118
8.2.3 Power Failure....118
8.3 Alarm System....118
8.3.1 Equipment....118
8.3.2 Vendor....119
8.3.3 Records....119
8.4 Access Control....119
8.4.1 Employee Badges....120
8.4.2 Electronic Verification System....120
8.5 Signage....121
8.6 Lighting....122
8.7 COMMERCIAL GRADE LOCKS....122
8.8 NOTIFICATION OF LOCAL LICENSING AUTHORITY AND LAW ENFORCEMENT....122
8.9.1 Operational Security....124
8.9.4 Employee Safety and Policy....127
8.9.5 Earthquake Emergency Protocol....129
8.9.6 Robbery Emergency Protocol....129
8.9.7 Safety Coordinator Responsibilities....130
8.9.8 Emergency Roll Call Sheet....130
8.9.9 Emergency Contact Information....131
8.10 Policy: Physical Altercation....131
8.11 Policy: Security Exclusion....131
8.12 Policy: Weapon Incident....131
8.13 Policy: Employee Firearm Policy....132
8.14 Policy Physical Restraint....132
8.15 Policy: Contraband....133
8.16 Policy: Counterfeit Money....133

8.18 Record Keeping....134
9.1 Neighborhood Compatibility Plan....135
9.2 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY....138
FACILITY DESIGN AND APPEARANCE....138
SIGNAGE AND ADVERTISING....138
FACILITY LIGHTING....138
ODOR MITIGATION....138
ON SITE CONDUCT....139
10. Waste Disposal Plan....140
10.1 Chemical, Dangerous, and Hazardous Waste....143
10.2 Cannabis Waste....144
10.2.1 Disposal Record....144
11. Odor Abatement Plan....149
12. Visitor Requirement Plan....151
12.1 Visitors....151
12.2 Visitors Identification and Record Requirements....152
12.3 Visitors Must Be At Least Twenty-One Years of Age....152
12.4 Visitors Prohibited Conduct....152
13. Radius Maps....153
13.1 100' Radius of Project Site....155
13.2 600' Radius of Project Site....156

1. Evidence of Legal Right to Occupy

1.1 Legal Right to Occupy Overview

Founding investor Saad S. Pattah has purchased the property located at 23825 Catt Road in Wildomar, CA 92595 in which he will lease to his business, Catt Road, LLC for the purposes of operating a cannabis retail facility. To support the requirements of this section, Catt Road is providing the following documentation:

1. Purchase Agreement between Saad S. Pattah and CCG Catt, LLC
2. Lease Agreement from Saad S. Pattah to Catt Road, LLC

1.2 Purchase Agreement

REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS

Dated February 10th, 2024

between

CCG Catt, LLC,

a California limited liability company,

as Seller,

and

Saad Pattah, an individual,

as Buyer

REAL ESTATE SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made as of the 10th day of February, 2024 (the "**Effective Date**"), by and between **CCG Catt**, LLC, a California limited liability company or its permitted assigns ("**Seller**"), and **Saad Pattah, [an unmarried/a married]** individual or permitted assigns (collectively, "**Buyer**"). Seller and Buyer are referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Seller is the seller of the Property (as defined below), including that certain real property comprised of 0.663 acres (approximately 28,899 square feet) of vacant land generally located at the NEQ of Clinton Keith Road and Interstate 15, Wildomar, Riverside County, California, and commonly known as 23825 Catt Road, Wildomar, California 92595. The Property is one of three (3) adjacent parcels comprising the commercial development commonly known as "Catt Crossing" (collectively, the "**Development**").

B. On and subject to the terms and conditions of this Agreement, Seller has agreed to sell the Property to Buyer and Buyer has agreed to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **PURCHASE AND SALE; ESCROW**.

1.1 **Purchase and Sale**. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the "**Property**," which consists collectively of the following:

(a) That certain land (the "**Land**") located in the City of Wildomar, County of Riverside, State of California, as depicted on ***Exhibit A*** and as legally described in ***Exhibit A***;

(b) All rights, privileges and other easements appurtenant to the Land, including any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Appurtenances**");

(c) All improvements and fixtures, if any, located upon the Land, including, without limitation, all structures presently located on the Land, and all

fixtures, apparatus, equipment, and appliances used in connection with the operation or occupancy thereof (collectively, the "**Improvements**"); and

(d) All intangible personal property owned by Seller, to the extent it is transferable, which is related to the ownership or operation of the Land and Improvements (collectively, the "**Real Estate**"), including any rights associated with the name of the Real Estate, all development rights, water rights, warranties, permits, entitlements and government approvals (and any applications therefor that have been filed by Seller or its affiliates), franchises, licenses, certificates of occupancy, soil and other reports and studies, surveys, maps, utility contracts, plans and specifications, engineering plans and studies, floor plans and landscape plans ("**Intangible Personal Property**") (provided that the Intangible Personal Property will include the foregoing relating only to the Real Estate specifically and not to any of Seller's Adjacent Real Estate, as defined below). Seller shall assign the Intangible Personal Property to Buyer at Closing pursuant to Assignment and Bill of Sale attached hereto as ***Exhibit E*** ("**Bill of Sale**").

1.2 **Escrow**. The transaction contemplated in this Agreement will be effected through an escrow ("**Escrow**") with Orange Coast Title Company Attn: Tom Krystkowiak, 2151 E. Convention Center Way, Suite 102, Ontario, CA, 91764, Email: teamescrow@octitle.com (the "**Escrow Agent**"), as established by this Agreement and any additional instructions required by Escrow Agent and reasonably acceptable to Seller and Buyer. In the event of any conflict, uncertainty or ambiguity between or in respect of the terms of this Agreement and the terms of any such additional instructions, the terms of this Agreement will govern and control.

2. **PURCHASE PRICE**.

2.1 **Purchase Price**. The "**Purchase Price**" for the Property is One Million Six-Hundred Thousand Dollars ($1,600,000).

2.2 **Payment of Purchase Price**. Buyer will, on or before the date that is the Closing Date (as defined below), deposit any funds necessary to satisfy Buyer's obligations under this Agreement (the "**Closing Funds**") into Escrow in immediately available funds.

3. **DEPOSIT**. Within five (5) business days following the Effective Date, Buyer will deposit in Escrow the amount of Fifty Thousand Dollars ($50,000) (the "**Deposit**"). Following the expiration of the Due Diligence Period (as defined below), $20,000 of the Deposit will become non-refundable except as otherwise expressly provided in this Agreement. At Closing, the Deposit will be applicable to the Purchase Price and Buyer will receive a credit for the Deposit against the amount of Closing Funds to be deposited by Buyer under **Section 2.2**.

3.1 **Independent Consideration**. Notwithstanding the foregoing, within five (5) days after Escrow Agent receives the Deposit described above, Escrow Agent will release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the Due Diligence Period to Buyer as herein

provided. Such independent consideration is non-refundable to Buyer but will be credited to the Purchase Price in the event that the purchase of the Property is completed.

4. **PROPERTY DOCUMENTS; INSPECTIONS AND STUDIES**.

4.1 **Property Documents**. Buyer acknowledges receipt from Seller prior to the Effective Date, for Buyer's review and approval in accordance with the provisions of **Section 4.2** below, of the following documents in Seller's possession on the Effective Date (collectively, the "**Property Documents**"):

(a) A title report (and copies of all documents or items referenced in the title report as exceptions) in respect of the Real Estate (collectively, the "**Title Report**"), to be provided by the Escrow Agent (also referred to as the "**Title Company**");

(b) If available, the most current existing survey of the Real Estate in Seller's possession or under Seller's control (collectively, the "**Existing Survey**");

(c) All current rental agreements, leases or licenses pertaining to the Property (each a "**Lease**"), as well as the contact information for each lessee thereunder; and

(d) Any existing environmental assessments of the Real Estate (including Phase 1 and Phase 2 environmental reports).

4.2 **Inspections**. During the Due Diligence Period and at all reasonable times prior to Closing, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Buyer's Consultants**") will have the right to enter upon the Property during normal business hours to examine and inspect the Property, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property as Buyer deems necessary for its review of the Property (collectively, the "**Inspections**"). Buyer will give Seller not less than two (2) business days' notice of its need for access to the Property. Notwithstanding the foregoing, Buyer's Inspections may not include any Phase II environmental site assessment or invasive testing or soil sampling without Seller's prior consent, not to be unreasonably withheld. To the extent Buyer reasonably determines on the basis of Buyer's Phase I environmental site assessment that a Phase II environmental site assessment is warranted, Buyer may extend the Due Diligence Period upon written notice to Seller for a period of thirty (30) days from the earlier of the date (i) Seller gives approval to perform such Phase II environmental site assessment, or (ii) Seller refuses to provide such approval. Following any such Inspections, unless otherwise directed in writing by Seller, Buyer will return the Property to substantially the condition it was in prior to such Inspections, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such Inspections and any other work conducted or materials furnished with respect to the Property by or for Buyer will be paid for by Buyer as and when due and Buyer will indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses,

expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer or Buyer's Consultants in connection therewith, which indemnity shall survive for a period of one (1) year after the earlier of (i) the Closing Date, or (ii) the termination of this Agreement. Notwithstanding the foregoing, Buyer will have no liability with respect to any hazardous substances or underground storage tanks discovered as a result of any Inspections.

5. **BUYER'S APPROVAL RIGHTS; DUE DILIGENCE PERIOD; ENTITLEMENT PERIOD**.

5.1 **Due Diligence Period**. During the Due Diligence Period, Buyer may review the Property Reports, make such Inspections, and conduct such investigations as it deems necessary and, in its sole discretion, determine whether the Property is suitable for its needs and acceptable to Buyer. At any time prior to 5:00 p.m. at the location of the Property on the last day of the Due Diligence Period, Buyer may terminate this Agreement for any or no reason by providing written notice of such termination to Seller (a "**Due Diligence Termination Notice**"), at which time (i) this Agreement will terminate and neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive termination), and (ii) Escrow Agent will promptly return the entire Deposit to Buyer. If Buyer fails to provide a timely Due Diligence Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer) and be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section with respect to the Due Diligence Period will permanently lapse, and (z) this Agreement will remain in full force and effect.

(a) The "**Due Diligence Period**" begins on the Effective Date and expires forty-five (45) days after the Effective Date.

5.2 **Title Review and Approval**.

(a) Within twenty (20) days after the Effective Date, Buyer may notify Seller in writing (the "**Objection Notice**") of any objection that Buyer has to the condition of the Property's title as reflected in the Title Report or the Existing Survey (each an "**Objection**"). Seller must remove all mortgages, deeds of trust, security interests, mechanics liens and all other liens, as well as pay (or give credit for) all taxes or assessments on the Property applicable to the period prior to the Closing Date (as defined below), and Seller will be deemed to have agreed to remove all exceptions to the Title related to such matters and such matters need not be included in the Objections (collectively, such matters may be referred to as the "**Seller's Title Obligations**"). Buyer's failure to timely deliver to Seller the Objection Notice will be deemed to constitute Buyer's approval of the Title Report and the Existing Survey and acceptance of the condition of the title of the Property as of the date the Objection Notice was due (with the exception of the Seller's Title Obligations).

(b) Seller will have a period of ten (10) days following receipt of the Objection Notice in which to deliver written notice to Buyer (the "**Seller Response Notice**") specifying the manner in which Seller will resolve each Objection, on or before the Closing Date. Seller's failure to timely deliver the Seller Response Notice to Buyer will be deemed to constitute Seller's election to not resolve Buyer's Objections. If Seller does not provide Seller's Response Notice, or in the Seller's Response Notice, Seller does not agree to resolve all Objections in a manner acceptable to Buyer, then Buyer will have the right prior to the expiration of the Due Diligence Period, to provide Seller written notice whether Buyer elects to (i) waive such Objections and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. If Buyer does not timely terminate this Agreement as set forth above, then Buyer will be deemed to have accepted any Objection Seller did not agree to resolve as a Permitted Exception (as defined below), Buyer's right to terminate this Agreement under this Section will permanently lapse, and this Agreement will remain in full force and effect.

(c) For purposes of this Agreement, "**Permitted Exceptions**" means collectively (i) the condition of the title to the Property reflected by the Title Report, Existing Surveys (if any), and Survey (if any) as of the date of the Objection Notice to which Buyer did not object, (ii) such Objections resolved in the manner set forth in the Seller Response Notice, and (iii) Objections that Seller does not agree to resolve, which Buyer is deemed to accept due to failure to timely terminate this Agreement.

5.3 **New Title Matters**. From the Effective Date until Closing, except as permitted in this Agreement, Seller agrees not to voluntarily enter into any agreement affecting title to the Property without Buyer's prior written consent. Any title matters which were not reflected on the Title Report or Existing Survey at the time of the Objection Notice and which arise or are discovered prior to the Closing (collectively "**New Title Matters**") must be resolved by Seller at Seller's sole cost and expense on or before the Closing Date if Buyer objects to such matters at or prior to Closing, unless such matters arose due to the actions of, or with the written consent of, Buyer. In the event Seller is unwilling or unable to completely resolve all of the New Title Matters objected to by Buyer prior to Closing, Buyer may elect to either (i) waive such New Title Matters and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. In the event that Buyer elects not to terminate this Agreement pursuant to its rights in this Section and proceed to Closing, Seller's proposed resolution of such New Title Matters will be deemed accepted by Buyer, and the New Title Matters, to the extent not so resolved, will be deemed to be "Permitted Exceptions."

5.4 **Entitlements.** Buyer acknowledges that, as of the Effective Date, at Seller's expense, Seller has obtained approvals required from applicable local, regional, state and federal governmental or quasi-governmental authorities (collectively, "**Governmental Authorities**") to ready the Property for Buyer's intended use as a cannabis dispensary, except for any conditional use permit required by Buyer (collectively, the "**Entitlements**"). Entitlements do not include (i) any conditional use permit ("**CUP**") required for Buyer's intended use, or (ii) of Buyer's permits, licenses or construction approvals, or any other approvals required by Governmental Authorities other than set forth above.

5.5 **CUP Period**.

(a) For a period beginning on the Effective Date and ending ninety (90) days following the Effective Date (the "**Initial CUP Period**"), Buyer will have the right to seek the issuance of a CUP from the applicable government authorities. So long as Buyer is diligently and in good faith pursuing the issuance of a CUP, Buyer will have the option to extend the Initial CUP Period five (5) times for a period of thirty (30) consecutive days (each an "**Extension Period**"). The Initial CUP Period, together with each exercised Extension Period, may be referred to collectively as the "**CUP Period**." Buyer may exercise an Extension Period by providing Seller written notice prior to the expiration of the Initial CUP Period or the then-current Extension Period (as the case may be).

(b) Upon the exercise of each of the first three (3) Extension Periods, an additional Ten Thousand Dollars ($10,000) of the Deposit will become non-refundable, except as otherwise provided in this Agreement. If Buyer exercises either of the last two Extension periods, in addition to the timely written notice, Seller must timely pay to the Escrow Agent an additional Ten Thousand Dollars ($10,000) for each Extension Period (each an "**Extension Payment**"). Upon receipt of an Extension Payment, Escrow Agent will promptly release such Extension Payment to Seller and such Extension Payment will be non-refundable (except as otherwise expressly provided in this Agreement) and will not be applicable to the Purchase Price. If Buyer has not secured the issuance of the CUP prior to the expiration of the CUP Period, Buyer may terminate this Agreement by providing written notice of such termination to Seller (a "**CUP Termination Notice**.").

(c) Upon receipt of a timely CUP Termination Notice, (i) this Agreement will terminate and neither Party will have further obligations to the other Party (except those obligations which expressly survive termination), and (ii) Escrow Agent will return to Buyer any portion of the Deposit which is not then non-refundable, and (iii) Escrow Agent will release to Seller any non-refundable portion of the Deposit and any Extension Payments then in Escrow Agent's possession. If Buyer fails to provide Seller a timely CUP Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer), and

be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section due to failure to obtain the CUP will permanently lapse, and (z) this Agreement will remain in full force and effect.

5.6 **Natural Hazard Disclosure**. At Seller's sole cost and expense, Seller will engage the services of an environmental consultant to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the application of the following natural hazard areas or zones to the Property: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Government Code Section 8589.3); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). Seller will report the result of its examination to Buyer in writing not later than thirty (30) days following the beginning of the Due Diligence Period.

6. **CLOSING – TIME AND PLACE**. Provided that all of the conditions of this Agreement have been satisfied (or deemed satisfied) and Buyer has not exercised its right to terminate this Agreement prior to or on the Closing Date, a fully executed and acknowledged original of the Deed (as defined below) will be recorded in the Official Records, and the close of escrow ("**Closing**") of this transaction will take place at the offices of Escrow Agent, not later than thirty (30) business days following the last to expire of the Due Diligence Period or CUP Period.

6.1 **Title Policy**. On the Closing Date, the Title Company must irrevocably commit to issue to Buyer an ALTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price insuring Buyer's good, marketable and indefeasible title to the Property, subject only to the Permitted Exceptions, in form and substance reasonably acceptable to Buyer (the "**Title Policy**"). Such commitment from the Title Company is deemed to be a Seller Deliverable (as defined below).

6.2 **Closing**. The Escrow Agent will conduct the Closing through the Escrow. On the Closing Date the Escrow Agent will confirm in writing whether it has received all Seller Deliverables and Buyer Deliverables (as defined below). If Escrow Agent is in possession of all of the Seller Deliverables and Buyer Deliverables, Escrow Agent will Close the transaction by (i) causing the appropriate documents to be recorded, (ii) disbursing funds in accord with the Closing Statement (as defined below), (iii) delivering documents to the appropriate persons, and (iv) such other actions as are appropriate to consummate the transaction. Escrow Agent will act in accord with closing instruction letters received from Buyer or Seller to the extent such instructions are not contrary to the terms of this Agreement.

(a) If a Party fails to make its deliveries pursuant to **Section 7 and 8** respectively, the other Party may either (i) waive satisfaction of such

condition(s) in writing (delivered to the other Party and Escrow Agent) on or prior to the Closing Date, and the Closing will proceed, (ii) extend the Closing Date until such condition is satisfied, or (iii) declare the other Party to be in Default (for which there is no Cure Period) and pursue the applicable remedies set forth in **Section 15**.

7. **SELLER'S CLOSING DELIVERIES**.

7.1 **Seller's Deliveries into Escrow**. On or before the Closing Date, Seller will deliver into Escrow the following, duly authorized and executed as appropriate by Seller in a form reasonably acceptable to Buyer (collectively, the "**Seller Deliverables**"):

(a) Deed. One originally executed Grant Deed conveying indefeasible fee simple title to the Real Estate, subject to the Permitted Exceptions, in substantially the form attached to this Agreement as ***Exhibit B*** (the "**Deed**");

(b) FIRPTA. An executed affidavit stating Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445, *et seq.* of the Internal Revenue Code (the "**Code**");

(c) Authorizations. Such executed documents, affidavits and indemnities required by the Title Company to permit the Title Company to deliver the Title Policy (as defined below);

(d) Seller's Certificate. One executed Seller's Certificate certifying that all representations and warranties made by Seller in this Agreement are true, complete and correct in all respects as of the Closing Date, in substantially the form attached to this Agreement as ***Exhibit C*** (the **Seller's Certificate**");

(e) Leases; Service Contracts. Written evidence that any Leases or service or maintenance agreements with respect to the Property (collectively the "**Service Contracts**") have been terminated prior to Closing.

(f) Closing Statement. An executed Closing Statement prepared by the Escrow Agent reflecting the application of the funds received by the Escrow Agent, as mutually agreed by Buyer and Seller (the "**Closing Statement**").

(g) Possession. Possession of the Property free and clear of (i) any and all occupants, and (ii) any and all rights and interests arising through Seller for any individuals or entities (other than Buyer) to occupy, possess, or use all or any portion of the Property. Buyer acknowledges that Seller will have access to the Property post-closing to complete its obligations per **Section 11.5.**

(h) Bill of Sale. An executed Bill of Sale.

(i) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Buyer, Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement. Such documents may include an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at or prior to the Closing, Escrow Agent will at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

8. **BUYER'S CLOSING DELIVERIES**.

8.1 **Buyer's Deliveries into Escrow**. On or before the Closing Date, Buyer will deliver into Escrow the following, duly authorized and executed as appropriate by Buyer in form reasonably acceptable to Seller (collectively, the "**Buyer Deliverables**"):

(a) Closing Funds. The Closing Funds.

(b) Closing Statement. An executed Closing Statement; and

(c) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement.

9. **CLOSING COSTS AND EXPENSES**.

9.1 **Seller's Costs**. Seller will be responsible for the payment of: (i) all documentary transfer taxes assessed by the city and county in connection with the transaction contemplated under this Agreement; (ii) all costs of a standard Title Policy in the amount of the Purchase Price; (iii) all recording costs in connection with the Deed; (iv) one-half of Escrow fees and costs; and (v) the cost of any other obligations of Seller under this Agreement.

9.2 **Buyer's Costs**. Buyer will be responsible for the payment of: (i) all costs related to extended title coverage or additional endorsements to the Title Policy requested by Buyer, (ii) all costs of any lender's title policy, (iii) all costs of any Environmental Reports obtained by Buyer, (iv) one-half of all Escrow fees and costs, (v) the cost of the Survey, if any, and (vi) the cost of any other obligations of Buyer under this Agreement.

10. **PRORATIONS AND ADJUSTMENTS AT CLOSING**.

10.1 **Prorations and Adjustments**. All prorations pursuant to this **Section 10** will be final.

10.2 **Taxes**. Real estate and personal property taxes and assessments with respect to the Property (collectively, the "**Taxes**") for the tax years prior to the tax year in which the Closing occurs are the sole responsibility of Seller and must be paid at or prior to the

Closing. Taxes assessed with respect to the tax year in which the Closing occurs, regardless of when such taxes may be payable, will be prorated between Buyer and Seller as of the Closing Date. If the tax bill for the current tax year is not available at Closing, then the proration will be made on the most recent ascertainable tax assessment and tax rate. If Taxes for the tax year in which Closing occurs have not been paid before Closing, Buyer will be credited by Seller at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period before the Closing Date and Buyer will pay (or cause to be paid) the Taxes for the entire year of Closing prior to their becoming delinquent. If Taxes for the tax year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller will be credited by Buyer at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period from and after the Closing Date.

10.3 **Utilities**. All utilities, if any, to the Property in the name of Seller will be cutoff by Seller on the Closing Date and Seller will be responsible for all utility costs prior to the Closing Date. Seller will receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Buyer at the Closing. In the case of non-transferable deposits, such deposits will be returned to Seller and Buyer will be responsible for making any security deposits required by utility companies providing service to the Real Estate and securing utility service following the Closing Date.

10.4 **Owner's Association Fees**. Escrow Agent will: (i) bring Seller's account with any owner's association applicable to the Property current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay to the owner's association any required upfront fees applicable to the period after the Closing Date, from Buyer's funds.

10.5 **Service Contracts**. Any prepayments or deposits with respect to Service Contracts will be retained by Seller and handled by Seller outside of Closing, and any costs or charges associated with the termination of such Service Contracts will be the sole obligation of Seller.

11. SELLER'S COVENANTS AND OBLIGATIONS.

11.1 **No Conveyances; Exclusivity**. At all times after the Effective Date but prior to the termination of this Agreement, (i) except as provided in this Agreement, Seller may not, without the prior written consent of Buyer, voluntarily convey any interest in the Property, and (ii) Seller and its representatives, brokers, agents, affiliates and employees will not, without the prior written consent of Buyer, directly or indirectly make accept, negotiate, entertain or otherwise pursue any offers to sell or lease the Property other than the transaction contemplated by this Agreement with Buyer.

11.2 **Significant Changes**. At all times after the Effective Date but prior to the Closing Date and/or termination of this Agreement, Seller must promptly notify Buyer of any significant change in any condition with respect to the Property or of any event or circumstance known to Seller that makes or would make any representation or warranty of Seller contained in this Agreement false or misleading, it being understood that Seller's

providing the notice to Buyer will in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

11.3 **Payment of Invoices**. At all times after the Effective Date but prior to the termination of this Agreement, Seller must timely pay in full all bills and invoices for labor, goods, materials, services and utilities of any kind relating to the Property which were contracted for by or on behalf of Seller.

11.4 **Leases and Service Contracts**. At all times after the Effective Date but prior to the termination of this Agreement, Seller may not, without the prior written consent of Buyer, (i) enter into any leases with respect to the Property; (ii) enter into any service contract or other contract or agreement pertaining to any portion of the Property which cannot be terminated without premium or penalty on or before the Closing Date; or (iii) modify any Service Contract or other contract or agreement pertaining to any portion of the Property.

11.5 **Post-Closing Covenants (Seller's Work)**. Within one hundred twenty (120) days following the Closing (which, at Seller's option, may be extended up to three (3) times by thirty (30) days each by delivering written notice to Buyer prior to the expiration date then in effect), Seller will substantially complete the Pad Delivery Improvements as set forth in ***Exhibit D***. Seller will substantially complete the Seller's Site Work as set forth in ***Exhibit D*** by the date set forth in ***Exhibit D***. Collectively, the Pad Delivery Improvements and the Seller's Site Work as defined in ***Exhibit D*** comprise the "**Seller's Work**"). Buyer must cooperate in good faith with Seller to provide timely access to the Property and coordinate with Seller's contractors to allow Seller to complete the Seller's Work. The date upon which the Pad Delivery Improvements have been completed and Seller has notified Buyer of the same in writing is the "**Pad Delivery Date**."

12. **REPRESENTATIONS AND WARRANTIES**.

12.1 **Seller's Representations and Warranties**. Seller hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Seller will immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the following representations or warranties untrue.

(a) Valid and Binding Obligation Formation. (i) Seller is a California limited liability company, duly organized, validly existing, and in good standing under the laws of the State of California with the requisite power and authority to consummate the transactions contemplated by this Agreement; (ii) this Agreement and all other agreements, documents and instruments to be executed by Seller in connection herewith have been duly executed and authorized by all necessary action on the part of Seller; and (iii) this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar

laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Seller is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any federal, state, local and/or applicable foreign statutes, ordinances, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any and every conceivable type applicable to the Agreement, Seller, Buyer, the Property or any portion thereof (collectively, the "**Applicable Laws**"), or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Seller or the Property. Execution by Seller of this Agreement and performance by Seller of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

(c) FIRPTA. Seller is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code. Grantor is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

(d) Patriot Act/OFAC. Seller is not (i) a person or entity with whom Buyer is restricted from doing business by any trade embargo, economic sanction, or other prohibition of the United States law, regulation, or Executive Order of the President of the United States, including under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 or Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, and including, without limitation, persons and entities named on the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") Specially Designated Nationals and Blocked Persons List and/or on any similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"); (ii) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Seller Embargoed Person (as defined below); and (iii) no Seller Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Seller Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 *et seq.* the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in

Seller is prohibited by law or Seller is in violation of law. Seller also must require and must take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or will be listed on the List or is or will be a Seller Embargoed Person. Notwithstanding the foregoing, this Section does not apply to any person to the extent that such person's interest in Seller is through a U.S. Public Entity. As used in this Agreement, "**U.S. Public Entity**" means a person (other than an individual) whose securities are registered with the Securities and Exchange Commission, listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person. For purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001), Seller must, on or before Closing, notify Buyer in writing of all persons holding a five percent or greater direct or indirect ownership interest in Seller.

(e) Pending Actions. To Seller's knowledge, there is neither (i) any action, suit, proceeding or claim affecting the Property or any portion thereof or affecting Seller and relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authority, nor (ii) any such action, suit, proceeding or claim threatened or being asserted.

(f) Pending Condemnation. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Real Estate or any portion thereof. Seller has not received written notice regarding any such proceeding, and, to Seller's knowledge, no such proceeding is contemplated.

(g) No Violation of Applicable Laws. To Seller's knowledge, there are no violations of any Applicable Laws affecting any portion of the Property. Seller has not received written notice of any such violation issued by any Governmental Authority.

(h) Liens. The Real Estate is free and clear of all mechanic's liens and materialmen liens caused by Seller. Except with respect to Seller's Work, no work has been performed or is in progress by Seller, and no materials have been furnished to the Real Estate, which might give rise to mechanics' liens, materialmen's liens, or other liens against the Real Estate or the Improvements.

(i) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller.

(j) Impositions. To Seller's knowledge, there are no impositions that currently encumber the Real Estate or any portion of the Real Estate or any interest

in the Real Estate, other than impositions disclosed to Buyer in the Title Report, which are not yet due or payable.

(k) Leases. There are no oral or written leases, rental agreements or other occupancy agreements affecting the Property.

(l) No Change in Applicable Laws. Seller has no information of, and to Seller's knowledge, there is no change contemplated in, any of the Applicable Laws or any judicial or administrative action, or any action by adjacent landowners, or any fact or condition relating to the Real Estate which would materially adversely affect, prevent or limit the development of the Project.

(m) Delinquent Taxes. Seller shall pay and/or remove from title to the Property prior to the Closing Date any delinquent taxes and assessments.

(n) Third-party Approvals. To Seller's knowledge, there are not any non-governmental (*i.e.*, third party) approvals or consents required under any recorded or unrecorded documents for Buyer's intended use, development, and operation of the Property, other than as may be set forth in the Entitlements or disclosed to Buyer in the Title Report.

(o) Except as otherwise disclosed by Seller to Buyer in writing or as may be disclosed in the environmental reports included in the Property Documents or in any environmental assessment or report obtained by Buyer, to Seller's knowledge, there are no hazardous substances on, in, or under the Property in violation of applicable laws.

12.2 **Buyer's Representations and Warranties**. Buyer hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Buyer will immediately notify Seller of any fact or circumstance which becomes known to Buyer which would make any of the foregoing representations or warranties untrue.

(a) Valid and Binding Obligation Formation. Buyer is [a married/an unmarried] individual residing in California. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any Applicable Laws, or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental

Authority having jurisdiction over Seller or the Property. Execution by Buyer of this Agreement and performance by Buyer of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

13. **CONDEMNATION; CASUALTY**.

13.1 **Seller Notice to Buyer**. Prior to Closing, upon Seller becoming aware of the occurrence of any fire, wind, water damage, earthquake or other casualty materially adversely affecting the Property (a "**Casualty**") or the commencement of any exercise of the power of eminent domain or condemnation (collectively "**Condemnation**"), with respect to the Real Estate, Seller will promptly provide written notice to Buyer describing with reasonable particularity and detail, such Casualty or Condemnation.

13.2 **Condemnation**. If any such Condemnation relates to or may result in a loss of value in the Property or the loss of all or any portion of the Real Estate, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to any compensation, awards or other payments or relief resulting from such Condemnation (whether received before or after Closing); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise the foregoing election by written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Condemnation. If Buyer fails to timely provide such written notice, Buyer will have been deemed to have elected to not terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, the right to terminate this Agreement under this Section will permanently lapse, Buyer may participate in all negotiations regarding the Condemnation action, and Seller may not agree to a settlement of such Condemnation action without the prior written consent of Buyer.

13.3 **Casualty**. In the event of a Casualty to the Property, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to receive any insurance proceeds resulting from such Casualty (whether received before or after Closing) plus payment by Seller of any applicable deductible or self-insurance); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise such option by providing written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Casualty. If Buyer fails to timely provide such written notice, Buyer will be deemed to have elected not to terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, then the right to terminate this Agreement under this Section will permanently lapse, and Buyer may participate in any negotiations or adjustment of any insurance claim relating to

such Casualty. Seller may not settle any such claim without the prior written consent of Buyer.

14. **DEFAULT; TERMINATION ABSENT DEFAULT; LIQUIDATED DAMAGES**.

14.1 **Default**. If either Party fails to perform any of its material obligations under this Agreement and does not cure such failure or breach within the applicable Cure Period, if any (as defined below), such Party will be in "**Default**" under this Agreement. The "**Cure Period**" for (i) a monetary default is ten (10) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party, and (ii) for a non-monetary default is thirty (30) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party.

14.2 **Buyer's Default**. If Buyer is in Default, then Seller's exclusive remedy is to terminate this Agreement, in which case neither Party will have further obligations to the other under this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will deliver the Deposit and any Extension Payments to Seller as liquidated damages. **SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.**

Mark R. Cooper

Buyer's Initials Seller's Initials

(a) As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made, each Party hereby expressly acknowledging the reasonableness of the liquidated damages provisions stated above.

14.3 **Seller's Default**. If Seller is in Default prior to Closing, then Buyer may elect to:

(a) following written notice to Seller as set forth in **Section 14.1**, terminate this Agreement, in which case (i) neither Party will have further obligations to the other under this Agreement (except for those obligations which survive the termination of this Agreement); (ii) upon written confirmation of Seller,

Escrow Agent is instructed to promptly deliver to Buyer so much of the Deposit as remains in Escrow Agent's possession; and (iii) Seller will promptly pay to Buyer any portion of the Deposit or Extension Payments which has previously been paid to Seller; or

(b) elect to specifically consummate the purchase and sale of the Property, provided that any action for specific performance must be filed within ninety (90) days after the date of Seller's Default. The parties hereby agree that the Property is of a special and unique character and that Buyer cannot be adequately compensated at law in the event of a Seller Default.

14.4 **Post-Closing**.

(a) If Seller fails or refuses to timely perform its obligations under **Section 11.5** with respect to Seller's Work, Buyer must provide Seller written notice within thirty (30) days following such failure, specifying with particularity which obligations Seller has failed to perform (an "**Improvement Default Notice**"). If Seller fails to cure such default within a reasonable period following receipt of an Improvement Default Notice (which period may not exceed sixty (60) days), Buyer may (but shall not be obligated to) perform Seller's obligations (the "**Self-Help Right**"). In the event Buyer exercises its Self-Help Right, Seller will (i) grant Buyer the right and a license to enter upon such property owned by Seller or any affiliate thereof necessary to perform the Seller's Work pursuant to such Self-Help Right, (ii) assign to Buyer all permits, consents and approvals necessary for Buyer to perform the Seller's Work pursuant to such Self-Help Right, and (iii) cooperate in transitioning the Seller's Work to Buyer, including, but not limited to, at Buyer's request, assigning to Buyer or its designee all contracts, warranties and interests in applicable construction contracts, subcontracts, plans, specifications, drawings and purchase orders. Buyer shall be entitled to have all of its reasonable out-of-pocket costs and expenses incurred to complete Seller's Work, plus ten percent (10%) of such amount (collectively, the "**Improvement Cost Amount**") reimbursed to it from the Seller's Work Holdback Amount as defined in ***Exhibit D***. Buyer may submit to Escrow Agent (with a copy to Seller) an itemized disbursement request with reasonable supporting documentation such as receipts (a "**Reimbursement Request**") for amounts incurred to complete the Seller's Work pursuant to the Self-Help Right. Upon Escrow Agent's receipt of a Reimbursement Request from Buyer, Escrow Agent shall, with the written consent of Seller, not to be unreasonably withheld, conditioned, or delayed, disburse the amount of such approved Reimbursement Request from Seller's Work Holdback Amount to Buyer, or other entities as Buyer may direct. If Buyer's Improvement Cost Amount approved by Seller is in excess of the Seller's Work Holdback Amount, Seller shall promptly reimburse Buyer for such costs. In no event shall Seller's Holdback Amount be deemed a limitation on Seller's liability to reimburse Buyer's actual costs for performing the Self-Help Right. Buyer and Seller shall

execute any documentation reasonably required by Escrow Agent to hold and administer Seller's Work Holdback Amount as contemplated by this Agreement.

(b) Seller shall and hereby agrees to indemnify, defend and hold Buyer and Escrow Agent harmless from and against any and all claims, losses, liabilities, judgments, damages, and expenses asserted against or incurred by Buyer and/or Escrow Agent arising out of any encumbrances arising out of Seller's Work.

The provisions of this **Section 14** will survive the termination of this Agreement.

15. **BROKERS**. Buyer represents and warrants to Seller that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated by this Agreement other than Ryan Dowse of WeCannCA, Inc. (the "**Buyer's Broker**"). Seller represents and warrants to Buyer that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby other than Catalyst Retail, Inc. (the "**Seller's Broker**"). Seller agrees to pay both Buyer's Broker and Seller's Broker in accordance with the terms of a separate agreement.

16. **MISCELLANEOUS PROVISIONS**.

16.1 **Disclaimers; "As-Is."** Seller makes no representation or warranty, express or implied, as to the completeness, content or accuracy of the Property Information or any other written or oral information provided by Seller to Buyer. Except for the representations expressly set forth in **Section 12**, Seller has not made and does not make any warranty, guaranty, or representation concerning (i) the condition of the Property, including, but not by way of limitation, the water, soil, geology and the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto; (ii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body; and (iii) hazardous materials or the environmental condition of the Property. BUYER WILL INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THOSE IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING

16.2 **Attorneys' Fees**. If it is necessary for either Buyer or Seller to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing Party will reimburse the prevailing Party for its actual, reasonable attorneys' fees and costs of suit.

16.3 **Notices**.

(a) Any approval, disapproval, demand, document, or other notice (collectively "**notice**") which any Party must give under this Agreement must be in writing and either be delivered by (i) hand delivery, (ii) national overnight courier specifying next business day delivery, (iii) electronic mail, or (iv) U.S. certified mail, return receipt requested. All notices may be given either by a Party or by such Party's attorneys.

(b) Any such notice will be deemed received (i) when receipted for at the addressee's place of business (in the case of hand delivery), (ii) on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), (iii) when the sending Party receives an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment in the case of electronic mail), and (iv) as indicated on the return receipt (in the case of certified mail delivery).

(c) All such notices must be delivered to the addresses (or at any other address as an addressee may later designate in writing) set forth below. All delivery costs (*e.g.,* postage, air bill, etc.) must be prepaid by the sender.

If to Escrow Agent/Title Company:

Orange Coast Title Company
2151 E Convention Center Way Suite 102
Ontario, CA 91764
Attention: Tom Krystkowiak
Telephone: 909-987-5433
E-mail: teamescrow@octitle.com

If to Buyer: Saad Pattah

_____
_____
Email: geo@cakehousecannabis.com

With a copy to: _____
_____
_____
Attention: _____
Email: _____

If to Seller: CCG Catt, LLC.
38605 Calistoga Drive, Suite 150
Murrieta, CA 92563
Attention: Mark R. Cooper
Telephone: (913) 915-6538
E-mail: markc@catalystretail.com

With a copy *(which will not constitute notice)* to:	Polsinelli, PC 900 West 48th Place, Suite 900 Kansas City, MO 64112-1895 Attention: Jeb Bayer Telephone: (816) 374-0555 E-mail: jbayer@polsinelli.com
If to Seller's Broker:	Catalyst Retail, Inc. 38605 Calistoga Drive, Suite 150 Murrieta, CA 92563 Attention: Nick Earle Telephone: (951) 395-0000 E-mail: mailto: nearle@catalystretail.com

16.4 **Signs**. Buyer acknowledges that, a Master Sign Program has been proposed for the Development (dated October 13, 2021), a copy of which has been provided to Buyer prior to the Effective Date. Provided such Master Sign Program is acceptable to the applicable governmental authorities, it will apply to the Property, and be consistent with sign criteria for other first-class shopping centers in the Wildomar area. Buyer will be responsible for its prorated costs based on its aggregate panel space on each multi-tenant sign on which it maintains a panel relative to the total panel space on each multi-tenant sign on which it maintains a panel. Buyer will pay its prorated share of the cost to permit and construct each such sign on which Buyer participates as well as 100% of the cost to fabricate and install its sign panels on the signs on which Buyer participates. Buyer shall have the right to participate on: (i) Multi-Tenant Monument 1 in the _____ panel position, (ii) Multi-Tenant Monument 2 in the _____ panel position, and (iii) the Freeway Pylon (if approved by the applicable governmental authorities) in the _____ panel position all as generally depicted on ***Exhibit F***, attached hereto. The cost of repair, maintenance and operation of the Multi-Tenant Monument Signs and Freeway Pylon will be considered common area expenses to be apportioned equitably as set forth in the Declaration.

16.5 **Governing Law**. The Applicable Laws of the State of California will govern the validity, enforcement, and interpretation of this Agreement.

16.6 **Integration; Modification; Waiver**. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Property and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to the Property (including, without limitation, any letter or letters of intent). This Agreement may not be modified, nor may any of the terms hereof be waived, except by an instrument in writing executed by the Party against whom enforcement of the modification or waiver is sought. The rights and remedies provided in this Agreement are cumulative and (except where expressly provided otherwise in this Agreement) are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

16.7 **Counterpart Execution**. This Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller), may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and

the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller) by facsimile or in electronic (*i.e.*, "pdf" or "tif") format will be effective as delivery of a manually executed original counterpart of such document, unless an originally signed document is required for recording.

16.8 **Headings; Constructions**. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. The provisions of this Agreement will not be construed in favor of or against either Seller or Buyer but will be construed as if both Parties prepared this Agreement. Unless otherwise indicated, a reference to a "Section" will be deemed to be a reference to a Section of this Agreement.

16.9 **Time of the Essence**. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations under this Agreement.

16.10 **Invalid Provisions**. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

16.11 **Binding Effect**. This Agreement will be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, administrators, representatives, successors and permitted assigns.

16.12 **Further Acts**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

16.13 **Exhibits**. All Exhibits are attached hereto and are incorporated in this Agreement by this reference.

16.14 **Survival**. All covenants and agreements contained in this Agreement to be performed after the Closing Date as set forth in **Section 11.5** will survive the delivery and recordation of the Deed and the closing of the purchase and sale of the Property.

16.15 **No Third-Party Beneficiaries**. Except for the express provisions of **Section 16.15** below, the execution and delivery of this Agreement will not be deemed to

confer any rights upon, nor obligate either Seller or Buyer, to any person or entity other than each other.

16.16 **Successors; Assignment**. Subject to the terms and conditions of this **Section 16.15**, this Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the Parties to this Agreement. Seller may assign its rights and obligations under this Agreement to any successor or assign of Seller taking title to the Property, and the assignor will be released from its liabilities and obligations under this Agreement. Buyer may assign and delegate its rights and obligations under this Agreement to an affiliate of Buyer without the consent of Seller, in which event such assignee will assume all obligations of (and be treated as) Buyer under this Agreement, and the assignor will be released from its liabilities and obligations under this Agreement. For purposes of this provision, an "**affiliate**" of a person is any person which is owned by such person, owns such person, or is under common control with such person. Buyer may not assign its rights under this Agreement to any person which is not an affiliate without the prior written consent of Seller (which consent may not be unreasonably withheld, delayed or conditioned).

16.17 **Waiver of Jury Trial**. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

16.18 **Computation of Time**. The time in which any act under this Agreement is to be done will be computed by excluding the first day and including the last day. If the last day of any time period stated in this Agreement falls on a day which is not a business day (as defined below), then the duration of such time period will be extended so that it ends on the next succeeding business day. For purposes of this Agreement, a "**business day**" means any day that is not a Saturday, Sunday, or legal holiday in the location of the Property.

16.19 **Confidentiality**. As a material inducement to Seller to enter into this Agreement, Buyer agrees that it will maintain strict confidentiality with respect to the negotiations concerning, and the terms and provisions of, this Agreement. Notwithstanding the foregoing, Buyer may disclose such information (i) to those employed or engaged by Buyer or any representative of Buyer who is actively and directly participating in the evaluation of the Property or the negotiation and execution of this Agreement, including, without limitation, attorneys, mortgage and real estate brokers, accountants, engineers and other consultants, potential lenders, and potential or existing investors, in each case provided such person(s) are informed of the confidential nature of such information; (ii) to governmental or quasi-governmental authorities or agencies (including taxing authorities) in connection with Buyer's use, operation or maintenance of the Property or Buyer's efforts to obtain changes to the zoning or land use approvals as Buyer deems necessary in connection with its intended use of the Property; (iii) as required by Applicable Laws; and (iv) as necessary to enforce the terms of this Agreement. This confidentiality provision will survive termination of this Agreement other than by reason of the consummation of the

transaction contemplated by this Agreement. Neither Party will notify any media of the contemplated transaction or the terms thereof without the other Party's written approval.

16.20 **Compliance With Applicable Laws**. The Parties to this Agreement must comply with all Applicable Laws with regard to any provision under this Agreement.

16.21 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any Party initiating an exchange must bear all costs of such exchange. The cooperating Party will not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

"SELLER"

CCG Catt, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper [Feb 14, 2024 13:55 PST]
Mark R. Cooper, Manager/President

"BUYER"

Saad Pattah [Feb 14, 2024 14:56 PST]
Saad Pattah, an individual

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

SITE PLAN

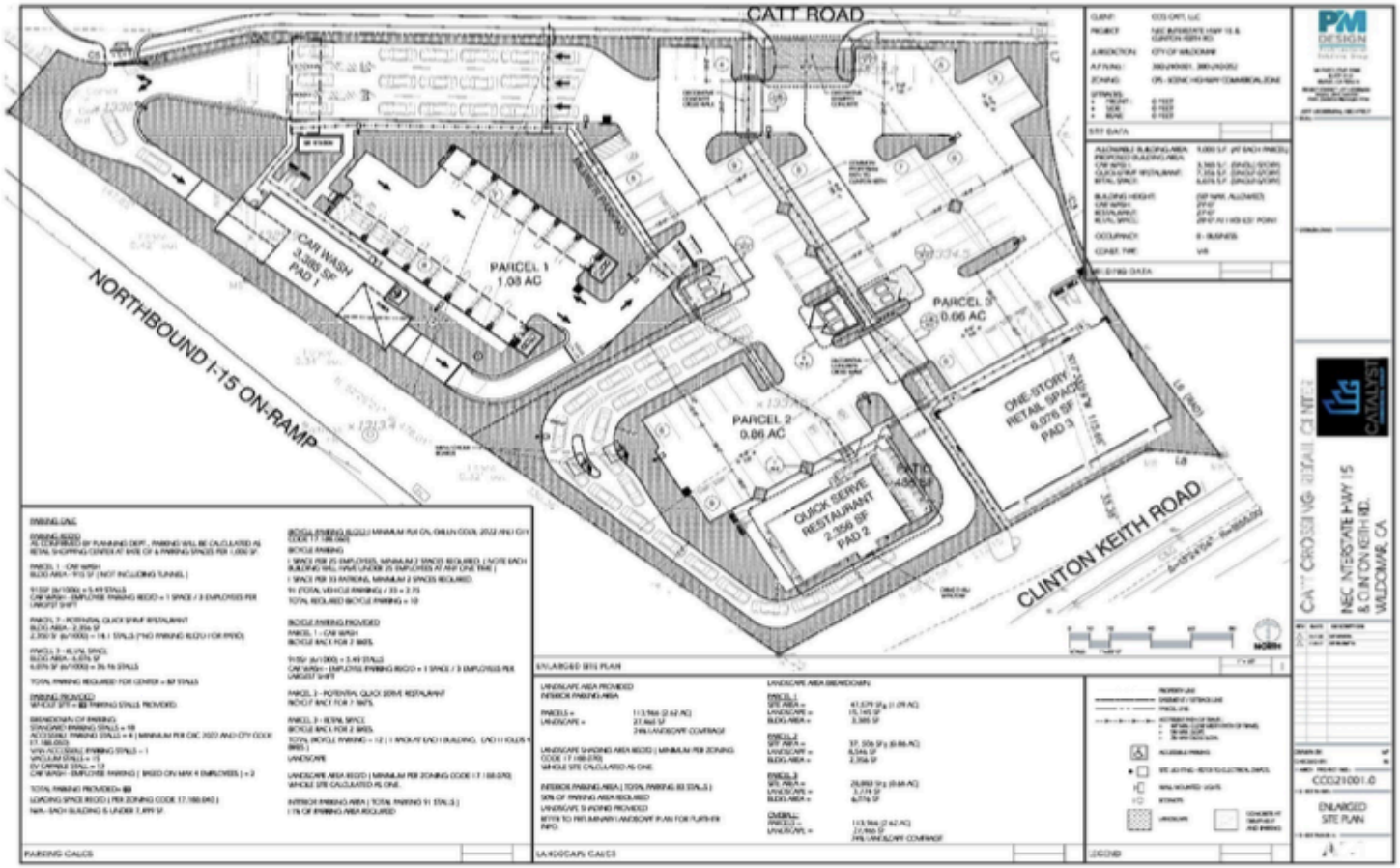


EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper (Feb 14, 2024 13:05 PST)
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

(a) all utilities stubbed to within five feet (5') of the property line of the Property, including water, gas, sewer, electric, telephone, cable and other utilities required for Buyer's retail business, per Buyer's agreed upon specifications and locations.

(b) common drive aisles, as further illustrated on ***Exhibit B-1***, including any related paving and striping, curbs and gutters.

(c) provide common water meter for landscaping for the Development, including meter and capacity fees.

(d) all off-site improvements and Common Area drive aisles shown on the Site Improvement Plan and Development Plan shall have been completed, including, without limitation, if any, traffic signals at the entrance of the Development; road widening; paving and striping; curbs and gutters; landscaping; irrigation; sidewalks; street lighting; curb cuts; and fuel price monument signage.

(e) The Seller shall furnish and install one pipe of two inch (2") minimum diameter (or one pipe of one and a half inch (1-½") minimum diameter for domestic water and one pipe of one inch (1") minimum diameter for irrigation water), with backflow assembly, meter stop and shutoff valve as required by the local water/utility company. Water pressure rate shall be between 45 to 60 pounds per square inch. Any expense for necessary backflow preventer certification required by the City or local utility company shall be borne by the Seller, with evidence of certification provided to the Buyer. Any expense associated with the water meter is the responsibility of Buyer.

(f) The Seller shall furnish and install one ea. pipe of six inch (6") minimum diameter for sanitary sewer having sufficient invert elevation depth to facilitate a minimum one-quarter inch (¼") per foot slope from the furthest plumbing fixture or grease trap location. Under no circumstance shall the invert elevation be less than 36" below finished grade.

(g) The Seller shall furnish and install a minimum of two (2) conduits of four inch (4") electrical service conduits (or greater amount or diameter if required by the local utility company) to provide for a Buyer electrical load requirement of 1200 amps, 3 phase, 4 wire, and 120/208 volts.

(h) The Seller shall furnish and install gas pipe of two and half inch (2.5") minimum diameter sufficient to provide Buyer with a total demand of 1.8 million BTUs (for natural gas of 0.60 specific gravity, based on pressure drop of 0.5-inch water column).

(i) Seller shall furnish and install a dedicated fire protection water main system having a main of sufficient diameter, as and if required by local authorities and Fire Marshal's office. Any expense for necessary "fire flow rate"

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

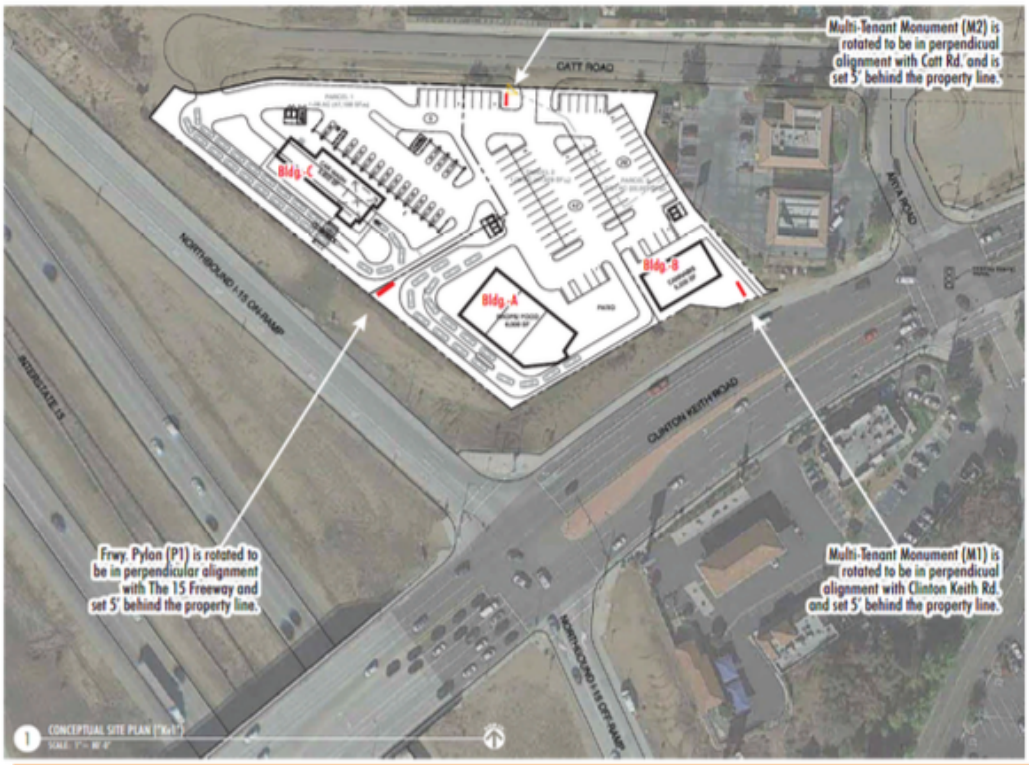
SELLER:

CCG Catt, LLC, a California limited liability company

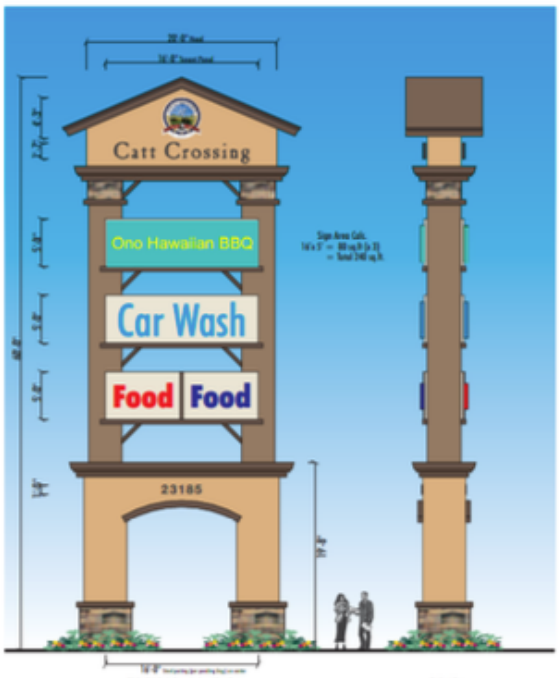
By: Mark R. Cooper
Mark R. Cooper (Feb 14, 2024 13:05 PST)
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program October 13th, 2021

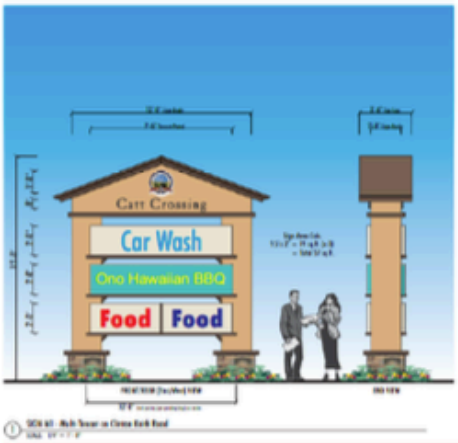


① SIGN P1 - Freeway Oriented Pylon

Freeway Pylon Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick alum.).
- Sign body paint colors to match project architecture, med. teacoat finish.
- Stone veneer (faux) shall match project architecture (materials sheet pending).
- Tenant names are 5" deep LED illum. channel letters w/ translucent vinyl colors per national branding standards ...see Detail A (this page).
- Project ID is reverse halo illuminated letters, matte black faces and returns.
- City of Wildomar seal is non-illum. 2" deep, fab'd alum. panel.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.



Monument Sign (Qty. 1)

- Double-faced, free-standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick sheets).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet veneer (face) shall match project architecture (materials sheet pending).
- Inset panels are 3" deep fold'd sheet, 1/8" sheet, flame routed out and backed up with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte black face and returns mounted 1" proud of sign face.
- City of Wildomar and is non-illum., flush mounted 3/4" thick white acrylic with digital print dry seal, return edges white.

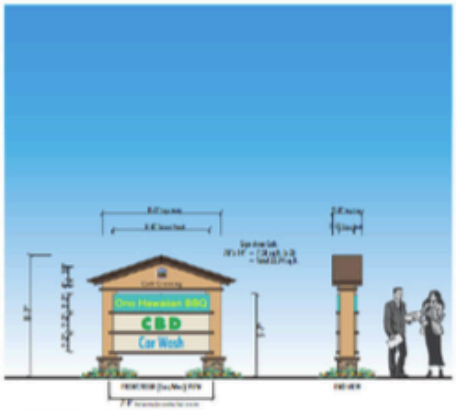
All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

GENERAL NOTES:

1 SIGN #2 - Multi-Tenant on Corona Park Road

Catt Crossing

Multi-Tenant Monument #2



Monument Sign (Qty. 1)

- Double-faced, free-standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick sheets).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet veneer (face) shall match project architecture (materials sheet pending).
- Inset panels are 3" deep fold'd sheet, 1/8" sheet, flame routed out and backed up with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte black face and returns mounted 1" proud of sign face.
- City of Wildomar and is non-illum., flush mounted 3/4" thick white acrylic with digital print dry seal, return edges white.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

GENERAL NOTES:

1 SIGN #2 - Multi-Tenant on Catt Road

Catt Crossing

1.3 Lease Agreement

THIS SUBLEASE (this "Lease") dated this 16 day of April, 2024

BETWEEN:

Saad S. Pattah (hereinafter called the "Lessor")

AND

Catt Road, LLC (hereinafter called the "Lessee")

IN CONSIDERATION OF the Lessor leasing certain premises to the Lessee, the Lessee leasing those premises from the Lessor and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1 - Leased Premises

2.1 The Lessor agrees to sublease to Lessee the industrial office space municipally located at, **23825 Catt Road, Wildomar, CA 92595**, (the "Premises") . The Premises will be used for only the following permitted use (the "Permitted Use"): The Lessee will use the Premises solely for general office purposes and to comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

2.2.Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use.

2.3 No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Lessor may revoke any consent previously given under this clause.

2 - Term

2.1 The term of the Lease commences on June 1, 2024 for a term of five years with the option to renew.

2.2 Upon 60 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee has defaulted in the payment of any portion of the Rent when due.

2.3 Upon 30 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Lessee and the Lessee persists in such default beyond the said 15-day notice.

3 - Rent

3.1 Subject to the provisions of this Lease, the Lessee will pay a base rent of $1.00 payable per month, for the Premises (the "Base Rent").In addition to the Base Rent, the Lessee will pay the applicable GST to the Lessor.

3.2 If the start date of the Lease does not fall on the first of the month then the Base Rent plus applicable and GST will be pro-rated.

4 - Use and Occupation

4.1 The Lessee will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. For the purposes of this Agreement the Permitted Use shall be for commercial cannabis retail operations. The Lessee will carry on business under the name of Catt Road, LLC and will not change such name without the prior written consent of the Lessor, such consent not to be unreasonably withheld. The Lessee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Lessor.

4.2 The Lessee covenants that the Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

5 - Security Deposit

5.1 On execution of this Lease, The Lessee will pay the Lessor a security deposit equal to the amount of $0.00 (the "Security Deposit") to be held by the Lessor without interest. Upon execution of this Lease the Security Deposit shall be due immediately. The Lessor will return the Security Deposit to the Lessee at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

5.2 The Lessee may not use the Security Deposit as payment for the Rent.

6 - Quiet Enjoyment

6.1 The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Lessee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7 - Renewal of Lease

7.1 Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Lessee may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

8 - Utilities and Other Costs

8.1 The Lessee is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, telephone, Internet and cable.

8.2 The Lessee is responsible for the replacement cost of any electrical light bulbs, tubes and ballast.

9 - Insurance

9.1 The Lessee is hereby advised and understands that the personal property of the Lessee is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss. The Lessee is advised that, if insurance coverage is desired by the Lessee, the Lessee should inquire of Lessee's insurance agent regarding a Lessee's Policy of Insurance. A copy of the insurance must be provided to the Lessor within 30 days of the start of the Term.

10 - Attorney Fees

10.1 All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Lessor on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Lessee of any other condition contained in the Lease, will forthwith upon demand be paid by the Lessee as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

11 - Governing Law

11.1 It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California County of San Diego, without regard to the jurisdiction in which any action or special proceeding may be instituted.

13 - Assignment and Subletting

13.1 The Lessee will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Lessor's option, terminate this Lease.

14 - Care and Use of Premises

14.1 The Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Lessor

14.2 Vehicles which the Lessor reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Lessee's parking stall(s), and such vehicles may be towed away at the Lessee's expense. Parking facilities are provided at the Lessee's own risk. The Lessee is required to park in only the space allotted to them.

14.3 The Lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Lessor, disturbs the comfort or convenience of other Lessees.

14.4 The Lessee will not engage in any illegal trade or activity on or about the Premises.

14.5 The Lessor and Lessee will comply with standards of health, sanitation, fire, housing and safety as required by law.

15 - Damage to Premises

15.1 In case the Premises at any time during the Term be damaged by fire, water or other acts of nature so as to render the Premises unfit for the purpose of the Lessee the rent hereby reserved or a proportionate part according to the nature and extent of the damage sustained shall be suspended and abated until the Premises have been rebuilt or made fit for the purpose of the Lessee.

15.2 If in the opinion of the Lessee the premises cannot be rendered fit for the purpose of conducting the Lessee's business, within a period of two (2) months, the Lease shall be deemed terminated or at the option of the Lessor the term will come to an end and the Lessee shall cease to be held liable for payment for rent except such rent as shall have already accrued due and be entitle to be repaid any rent paid in advance for the balance of the period.

16 - Hazardous Materials

16.1 The Lessee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

17 - Rules and Regulations

17.1 The Lessee will obey all rules and regulations posted by the Lessor regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Lessee in and around the Building on the Premises.

18 - General Provisions

18.1 Any waiver by the Lessor of any failure by the Lessee to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

18.2 This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

18.3 All sums payable by the Lessee to the Lessor pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Lessor as rental arrears.

18.4 Where there is more than one Lessee executing this Sublease, all Lessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Sublease.

IN WITNESS WHEREOF the Parties to this Sublease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on the date below:

LESSEE

Saad S. Pattah

_____ _____

Catt Road, LLC Date

LESSOR

Saad S. Pattah

_____ _____

Saad S. Pattah Date

2. Authorization Letter for Information Verification

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

Saad S. Pattah, Owner
Property Owners Printed Name

Saad S. Pattah

_____ _____
Property Owners Signature Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

_____ _____
Applicant Signature Date

3. Organizational Status

3.1 Ownership Structure

Catt Road, LLC is owned 100% by Saad S. Pattah. If any changes to ownership are made, Catt Road, LLC will immediately report these changes to the City of Wildomar.

3.2 Articles of Organization

202460417960

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202460417960

Date Filed: 1/9/2024

B2399-1090 01/09/2024 12:29 PM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Catt Road, LLC
Initial Street Address of Principal Office of LLC	
Principal Address	23825 CATT ROAD WILDOMAR, CA 92595
Initial Mailing Address of LLC	
Mailing Address	553 WEST 9TH STREET ESCONDIDO, CA 92025
Attention	
Agent for Service of Process	
Agent Name	Saad S. Pattah
Agent Address	553 WEST 9TH AVENUE ESCONDIDO, CA 92025

Purpose Statement

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Management Structure

The LLC will be managed by One Manager

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Saad S. Pattah — Organizer Signature

01/09/2024 — Date

Page 1 of 1

3.3 Operating Agreement

DocuSign Envelope ID: E50FAE80-2D09-4031-8A56-02837786F1FA

OPERATING AGREEMENT
OF
Catt Road, LLC
(Member-Managed Corporation)

THIS OPERATING AGREEMENT ("Agreement"), is made and entered into as of this 5th day of March, 2024 by Catt Road, LLC a California Limited Liability Company (the "Company"), and its Members.

The Members hereby adopt this agreement as the "Operating Agreement" of the Company to set forth the rules, regulations, and provisions regarding the management and the business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of its Members.

NOW THEREFORE, the Members and the Company, intending to be legally bound, hereby agree as follows:

Agreement
Article I
Organizational Matters

1.1. **Name.** The Company shall conduct business under the name "Catt Road, LLC" If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.

1.2 **Term**. The company's beginning date is the date that the Articles of Incorporation were filed. The term of the Company shall be perpetual unless dissolved as provided in this Agreement. The Members may unanimously to continue the Company as provided in Article 9.

1.3 **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of California. The principal office of the company shall be at:

Catt Road, LLC
23825 Catt Road
Wildomar, CA 92595

Upon unanimous consent of the voting Members may choose additional or alternative offices as they deemed fit. As required, the Company shall file a Statement of Information with the California Secretary of State stating its registered agent for service of process.

1.4 **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members unanimously approve in writing a change or addition to the Company's business: Business affairs, marketing, business development, and sales consulting.

Article 2
Capital Contributions

2.1 **Additional Contributions.** No Member shall be required or permitted to make any additional contributions to the Company without the unanimous consent of the other Member. If, at any time or times hereafter, the Members shall determine that additional capital is needed by the company, the Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members or a third party. If a Member contributes significant additional contributions, all Members must unanimously consent in writing to increase the contributing Member's ownership interest to reflect the additional contribution.

Article 3
Members

3.1 **Admission of Additional Members.** Upon unanimous approval of the existing Members, additional members may be admitted into the Company on terms determined by the Members.

3.2 **Withdrawals or Resignations.** No Member may withdraw without the unanimous approval of the Members. However, if a Member's interest is based on providing services to the Company, that Member shall be allowed to withdraw or resign as a Member at any time upon 30 days prior written notice to the Company. In the event of such withdrawal, such Member's Membership Interest will be available for sale as described in Section 7.2. If it is not purchased, the withdrawing Member shall have only an economic interest in the Company after withdrawal. The Withdrawing Member shall the right to share in the Company's income, gain, losses, deductions, credit or similar items, and to receive distributions from the Company, but not the right to access Company business information or to participate in the Company management, except as required by law. The Withdrawing Member shall not be entitled to a return of the Member's capital, and may not withdraw contracts or personal guarantees that (s)he may have given.

3.3 **Payments to Members.** There will be no minimum or guaranteed payments to Members. The Company shall reimburse the Members for the actual costs including organization expenses incurred to from the Company.

Article 4
Management and Control of the Company

4.1 **Management and Powers.** The intent of each Member is to actively engage in the Company management. Accordingly, each Member shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other

acts or activities customary or incident to the management of the Company's business property and affairs.

4.2 **Duties of Members**. Each Member must have a duty:

A. If a Member fails to do the Member's duties for a period of (30) consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

B. If a Member fails to do its Member duties for a period of one hundred twenty (60) days out of two hundred thirty (120) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

C. If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

D. Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

E. If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

F. A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

G. In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.3 **Limitations on Power of Members.** Notwithstanding any other provisions of this Agreement, no debt or liability may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of Catt Road, LLC Members is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

A. The merger of the Company with another business entity.
B. The establishment of different Member classes.
C. A change in the authorized businesses of the Company (Section 1.4),
D. Any act which would make it impossible to carry on the ordinary business of the Company
E. The confession of judgment against the Company
F. Any other transaction described in this Agreement which requires the approval, consent or vote of all of the Members.
G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.4 **Member Approval.** The "vote" or "approval" of the Members shall mean approval by unanimous Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.5 **Deadlock of Members.** The Members shall make best efforts to resolve differences within the Membership. In the event the Members are not able to agree on an appropriate resolution then the Members shall submit to a mandatory mediation. All costs associated with such mediation shall be split in accordance with each Member's percentage interest.

4.4. **Devotion of Time**. The Members are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort he deems appropriate to carry out the Company's business.

4.6 **Noncompetition.** Each Member agrees that he will not be employed, concerned or financially interested, either directly or indirectly in any other business entity that is engaged in the same or similar business as that conducted by the Company. However, Members may invest in any passive investment engaged in the same or similar business with unanimous consent of all Members, as long as that investment does not exceed 5% of the ownership of that entity.

4.7 **Protection of Trade Secrets**. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.8 **Transactions between the Company and the Members.** Any Member may enter into a contract or transaction with the Company with the approval of all Members. If there is a potential conflict of interest, this approval must be in writing.

4.9 **Voting.** Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act

collectively, and, unless otherwise specified or permitted by this Agreement, unanimously. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

4.10 **Voting Rights.** The Company may issue and differentiate classes of membership in the Company. These membership classes shall, pursuant to this Agreement and as further defined in Section 6.9 of this Agreement, consist of Class A voting membership units held by Members with the ability to vote on Company matters ("Class A" or "Voting"), and Class B non-voting membership units that are held by Members who cannot vote on Company matters and who shall not be responsible for the Capital Calls defined in Section 3.3(a) ("Class B" or "Non-Voting"). Any further establishment and issuance of different membership classes may be accomplished pursuant to an amendment of this Agreement. Any such amendment shall include provision(s) for any rights to priority distributions and change in the Percentage Interests, as defined below, of the initial members of the Company. No dilution of the Members' Percentage Interests may be instituted without the affirmative vote of a Super Majority of the Voting Members (as defined in Section 6.9) with the exception of the Manager(s) complying with the requirements of Section 3.2.2. (a), when and if triggered. The Company is authorized to issue up to 50,000,000 Class B membership units. Each 1,000,000 Class B membership units are equal to one percent (1%) membership interest in the Company.

Article 5
Allocations of Net Profits and Net Losses and Distribution

5.1 **Allocations of Net Loss and Quarterly Distributions**

A. Net Loss. Net loss for income tax purposes shall be allocated to Members in proportion to their Membership Interest. Loss allocations to a Member shall be made only to the extent that such loss allocations will not create a Capital Gain for that Member in the event of foreclosure of the Company's assets.

B. Any loss not allocated to a Member because of the 5.1.A. shall be allocated to the other Members to the extent where it does not create a Capital Gain to another Member.

C. Quarterly Distribution of Available Cash. At the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata according to their percentage interest. Available cash means cash beyond what is required as reasonable working capital, as determined by the Members. The Members shall have the power to postpone the quarterly distribution upon unanimous vote in writing.

D. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.2 **Special allocations.**

A. **Minimum Gain Chargeback for Nonrecourse and Recourse Liabilities.** The Company shall allocate income, loss and gain to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and 1.704-2(i)(5)). Nonrecourse Liability shall be allocated in accordance with Treasury Regulations Section 1.704-2(g)(2). Recourse Liability shall be allocated to Members in accordance with Treasury Regulations Section 1.704-2(i)(4).

B. **Nonrecourse Deductions.** Notwithstanding Section 5.2, any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members in proportion to their Membership Interests.

C. **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt according to Treasury Regulations Section 1.704-2(i).

D. **Qualified Income Offset.** Notwithstanding Section 5.2, if a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)ii)(d)(4),(5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum Gain, items of Company income and gain shall be specially allocated to such Member so that such excess deficit balance is eliminated as quickly as possible.

5.4 **Code Section 704(c) Allocations.** Notwithstanding any other provision in this Article VI, in accordance with Treasury Regulations Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

Article 6
Transfer and Assignment of Interests

6.1 **Transfer and Assignment of Interests.** With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest shall comply with the following:

A. First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

B. If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

C. Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale

6.2 **Substitution of Members.** If unanimous written approval is received, the transferee shall:

(i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.

(ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 **Family Transfers**. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 **Transfers in violation of this Agreement and Transfers of Partial Membership Interest.** Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

Article 7
Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 **Dissolution Event.** Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless the Remaining Members who hold a majority of Remaining Membership Interest agree within ninety (90) days to continue the business of the Company. The Company and/or the Remaining Members may purchase the Former Member's Membership Interest as provided in this Article.

7.2 **Purchase Price.** The purchase price for the Former Member's interest shall be the fair market value of the Former Member's Interest as determined by agreement of the former Member and the Purchasing Members. If the Former Member and the Purchasing Members cannot agree on the purchase price within 30 days after the Dissolution Event, the purchase price shall be determined by an independent appraiser. The Purchasing Members as a group, and the Former Member, shall each pay one-half of the cost of the appraisal. If the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Purchasing Members as a result of such breach.

7.3 **Notice of Intent to Purchase.** Within fifteen (15) days after a Dissolution Event, each Remaining Member shall notify the Members in writing of whether (s)he chooses to purchase a portion of the Former Member's Interest. Each Purchasing Member shall be entitled to purchase a portion of the Former Member's Interest in the same proportion as their Membership Interest compared with the percentage interest of all Purchasing Members. If the Remaining Members fail to purchase the entire interest of the Former Member, the company shall purchase any remaining share of the Former Member's Interest.

7.4 **Payment of Purchase Price**. The closing shall occur no later than 30 days following the determination of the purchase price. The Purchasing Members may pay all of the purchase in cash, or one fifth (1/5) at closing, with the remainder due in a negotiable promissory note, payable in four equal annual principal installments plus prevailing interest

7.5 **Closing of Purchase of Former Member's Interest.** At the closing for the sale of a Former Member's Interest, the Former Member shall provide a document conveying their interest and representing that the interest is free of encumbrances.

Article 8
Accounting, Records, Reporting by Members.

8.1 **Books and Records.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

A. A current Members list showing their full name and last known business or residence, their capital contributions, Capital Account balance and Membership Interest;
B. A copy of the Articles of Incorporation and any and all amendments
C. Copies of the Company's federal, state, and local income tax or information returns for the six (6) most recent taxable years;
D. A copy of this Operating Agreement and any and all amendments;
E. The Company's books and records as they relate to the internal affairs or the company for at least the current and past four (4) fiscal years.

8.2 **Inspection of Books and Records.** Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

8.2 **Reports.** By March 30th of each year, the Company shall prepare information necessary for the Members to prepare their annual federal and state income tax returns.

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company**. Upon unanimous vote of the Members, the Members shall designate an "Tax Matters Partner" (as defined in Code section 6231) to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

Article 9
Dissolution and Winding Up

9.1 **Conditions of Dissolution:** The company shall dissolve:
A. Automatically twenty-five (25) years after filing of the Articles of Incorporation, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the California Secretary of State;
B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;
C. If the Members unanimously vote to dissolve the Company;
D. If there is a Dissolution Event and the Remaining Members fail to agree to continue the business of the Company within ninety (90) days after the occurrence of such event or the Company or the Remaining Members fail to purchase the former Member's Interest as provided in Article 7; or
E. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

Article 10
Indemnification

10.1 **Indemnification.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the Company. A member may not seek to obtain an advantage in the Company affairs by misconduct, misrepresentation, concealment, threat or adverse pressure.

10.2 **Insurance.** The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

Article 11
Investment Representations

Each Member hereby represents and warrants to, and agrees with, the Members, the other Members and the company as follows:

11.1 **Preexisting Relationship or Experience.** (S)he has a preexisting personal or business relationship with the Company or one or more of its Members, or by reason of his or her business or financial experience (s)he is capable of evaluating the risks and merits of an investment in the Company and of protecting his or her own interests in connection with this investment.

11.2 **No Advertising.** (S)he has not seen, received, been presented with or been solicited by a leaflet, public promotional meeting, article or any other form of advertising with respect to the sale of the Membership Interest.

11.3 **Investment Intent.** (S)he is acquiring the Membership Interest for investment purposes for his or her own account only and not with a view to or for. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

Article 12
Miscellaneous

12.1 **Complete Agreement.** This Agreement and the Articles of Incorporation constitute the complete and exclusive statement of agreement among the Members and replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Incorporation conflict with any provision of this agreement, the Articles of Incorporation shall control.

12.2 **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respect successors and assigns.

12.3 **Jurisdiction.** Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement.

12.4 **Severability.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

12.5 **Notices.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.7 **Amendments.** All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Mediation.** Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non- binding on the parties thereto.

12.8 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.9 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of Catt Road, LLC, a California Limited Liability Corporation, have executed this agreement, effective as of the date written above.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement. Signed this 5th day of March 2024.

Saad S. Pattah: Saad S. Pattah

Title: Owner / President

Date: March 5, 2024

Exhibit A

Membership Interest

Name	Membership Type	Membership Interest
Saad S. Pattah	Class A	100%

3.4 Catt Road, LLC Certificate of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Catt Road, LLC
Entity No.:	202460417960
Registration Date:	01/09/2024
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 16, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 200900011

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

4. Property Owner Authorization

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

CCG Catt, LLC
Property Owners Printed Name

Property Owners Signature

5/28/24
Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

Applicant Signature

Date

5. Statement of Qualifications

5.1 Organizational Structure and Qualifying Experience

Catt Road, LLC is owned 100% by Saad S. Pattah. Being a 100% owner gives Mr. Pattah the power to sell equity to raise additional funds if necessary. Additionally, Mr. Pattah is the owner of Cake Enterprises, Inc., a company that owns seven (7) cannabis retail licenses throughout California. Mr. Pattah will be utilizing his compliance and operations team from Cake Enterprises to assist with the opening, hiring, and operations for the Catt Road, LLC location.

5.1.2 Saad S. Pattah – Owner Experience

Saad Pattah is a Owner and founder of Catt Road, LLC. He is a serial entrepreneur who has demonstrated success in the grocery, restaurant, and import and export industries.

Mr. Pattah began his professional career in his family's business, Biva Market in Oceanside. He started as a cashier and slowly grew his experience and in 2008 became the General Manager overseeing operations and management of the facility. Under his leadership and with his dedicated work ethic, he grew the business more than 300% by drastically improving efficiencies and reducing costs. His keen eye for detail and commitment to customer service was imperative to the Biva's success.

In 2011, Mr. Pattah purchased Smith NS Foods Inc which was a small company with a single location. Under Mr. Pattah's leadership, he developed a robust internally integrated distribution model which allowed the company to expand to multiple locations across Southern California exponentially increasing the market penetration and brand revenue.



Given his proven entrepreneurial success, in 2012, Mr. Pattah saw a major opportunity to enter the restaurant industry with the growing sushi market. He founded Sushi Ventures Inc DBA Tabu Sushi. Mr. Pattah opened the first keystone restaurant, Tabu Sushi and proved that his evaluation of the demographic and opportunity was accurate.

Given the success of the first restaurant, Mr. Pattah has continued to expand Sushi Ventures Inc across multiple locations in California. His industry intuition has been imperative to the success of the vertically integrated restaurant chain. Tabu Sushi continues to grow every year and expand into new markets across California.

In 2016, Mr. Pattah founded Sky & Lana Group Inc, which is a successful import and export business that is still currently operating. In this venture, Mr. Pattah uses his knowledge of international business and strategic business development to diversify the company portfolio to increase revenue. Mr. Pattah's ability to negotiate international business transactions and manage the logistical challenges, is why Sky & Lana Group has continued to outpace growth faster than the industry standards.

Additionally, Mr. Pattah has since opened seven (7) commercial cannabis retail locations throughout California. These cannabis retail locations known as "The Cake House" have been very successful financially while also supporting the needs of the local community and providing substantial tax revenue for the cities and counties they are located in.

Furthermore, Mr. Pattah opened Currently Veterans Wildomar South, LLC DBA The Cake House here in the City of Wildomar and has received nothing but positive feedback from the city and community. Customers appreciate this Wildomar location as a safe and secure place to purchase cannabis while appealing to all demographics.

5.2 Cannabis Licenses Currently Held

As shown above, Mr. Pattah possesses a wealth of cannabis business experience. As the principal owner, he brings the knowledge of commercial cannabis business operations and legal compliance so the city can rest assured that his team will create a sustainable and trustworthy cannabis operation within the city of Wildomar.

To further demonstrate the knowledge and experience Mr. Pattah's team possesses, the Catt Road, LLC has provided state licenses in which they are currently affiliated with as an owner for the City to review. Catt Road, LLC has local license approvals that are in various stages of development but those are not far enough along to earn a state license.

1. **Riverside County Dispensary and Delivery DBA The Cake House**

   License #: C10-0000769-LIC

2. **Currnt Veterans of Wildomar South, LLC DBA The Cake House**

   License #: C10-0000859-LIC

3. **Golden Hights, Inc DBA The Cake House**

   License #: C10-0001082-LIC

4. **Stony Point Wellness, LLC DBA The Cake House**

   License #: C10-0001322-LIC

5. **Community of Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001422-LIC

6. **Humanity Encinitas 4, Inc. – DBA The Cake House**

   License #: C10-0001424-LIC

7. **Community Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001437-LIC

5.3 Financial Resources

Catt Road, LLC currently has $1,233,237.42 in liquidated capital dedicated to this cannabis retail project in Wildomar. If more funds are required for the project, Catt Road, LLC and its affiliated development, financial, and managerial partners are committed to providing any and all funding required for completion of the development and post development operational expenses. Below is a bank statement from our affiliated business which will be contributing the capital.

TORREY PINES BANK
Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.
PO Box 26237 • Las Vegas, NV 89126-0237
Return Service Requested
00001971-0007087-0001-0002-TIMR8007750331223772

ALOUSH LLC
2132 BUENA CREEK RD
VISTA CA 92084-7703

Last statement: February 28, 2022
This statement: March 31, 2022
Total days in statement period: 31

XXXXXX4186
(0)

Direct inquiries to:
877-476-2265

Torrey Pines Bank
9280 Clairemont Mesa Blvd
San Diego CA 92123

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX4186	Beginning balance	$1,303,445.40
Low balance	$1,233,247.42	Total additions	.00
Average balance	$1,270,636.28	Total subtractions	70,207.98
Avg collected balance	$1,270,636	Ending balance	$1,233,237.42

CHECKS

Number	Date	Amount	Number	Date	Amount
1039	03-07	3,000.00	1047 *	03-29	34.29
1040	03-02	3,000.00	1048	03-21	2,068.31
1041	03-03	5,641.13	1049	03-23	3,338.49
1042	03-08	3,000.00	1050	03-22	5,515.68
1043	03-09	2,195.23	1051	03-29	4,000.00
1044	03-10	563.63	1053 *	03-31	10,000.00
1045	03-29	4,000.00			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
03-01	' ACH Debit AMEX EPAYMENT ACH PMT 220301 W5520	9,987.27
03-08	' ACH Debit CITI CARD ONLINE PAYMENT 220308	2,875.00
03-29	' ACH Debit AMEX EPAYMENT ACH PMT 220329 W9844	3,200.00

00001971-0007087-0001-0002-TIMR8007750331223772/00001971-0000070B9

Date	Description	Subtractions
03-29	' ACH Debit AMEX EPAYMENT ACH PMT 220329 W7306	7,778.95
03-31	' Service Charge PAPER STMT FEE	10.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-28	1,303,445.40	03-08	1,275,942.00	03-23	1,262,260.66
03-01	1,293,458.13	03-09	1,273,746.77	03-29	1,243,247.42
03-02	1,290,458.13	03-10	1,273,183.14	03-31	1,233,237.42
03-03	1,284,817.00	03-21	1,271,114.83		
03-07	1,281,817.00	03-22	1,265,599.15		

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

00001071 0007099-0002-0002-TMFB0077503831253772(0000119)71)-1000007091

Thank you for banking with Torrey Pines Bank

6. Business & Operations Plan

6.1 Products and Services to Be Provided

Based on the experience of the company's President and CEO, Saad S. Pattah, Catt Road, LLC will sell popular cannabis products that evolve with changes in the market. This includes variations of the following Adult Use Cannabis products:

1. **Prepacked Flower -** Raw Cannabis Flower will be sold in a mix of different strains depending on client demand. The company will offer a wide variety of strains to ensure Adult-use Customers have access to a complete strain assortment.
2. **Pre-Rolls -** Ready-made raw cannabis flower conveniently pre-rolled for easy inhalation.
3. **Vaporizing Cartridges -** Cannabis vaporization is growing in popularity among people interested in consuming cannabis in an easy, discreet manner that's healthier than traditional smoking methods. The company will take into consideration the current industry concerns regarding black market cartridges to ensure that any cartridges sold by the company have been appropriately tested and only contain ingredients authorized by the FDA for inhalation.
4. **Edibles -** A cannabis edible is a THC-infused product that can be consumed by the client. The company plans to offer several different edible product lines to cater to the various, nutritional, financial and taste needs of clients. Careful dosing is important. Catt Road will provide customers direction on micro-dosing to ensure products are carefully administered.
5. **Tincture -** A cannabis tincture is a cannabis-based extract that is infused with alcohol.
6. **Ingestion Paraphernalia -** In accordance with 188 WMC § 5.76.120(D), Catt Road, LLC will sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.
7. **Cannabis Concentrates -** Cannabis that has undergone a process to concentrate one or more active cannabinoids and includes resin from granular trichomes. This may include topicals, concentrates or tinctures.

In compliance with 188 WMC § 5.76.120(F), Catt Road, LLC will not sell any expired products, cannabis, or cannabis products. Catt Road, LLC will not, under any circumstance alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

6.2 Adherence to Wildomar Municipal Code

In accordance with 188 WMC § 5.76.110(H), Catt Road, LLC will not sell, provide, store, or distribute any alcoholic beverages or tobacco products, or allow such products to be consumed on the licensed premises.

In accordance with 188 WMC § 5.76.110(L), Catt Road, LLC will not permit a physician to evaluate potential medicinal cannabis patients or to provide a physician's recommendation for medicinal cannabis within its licensed premises. Catt Road will not offer or provide any form of remuneration to a physician who provides physician's recommendations for medicinal cannabis.

In accordance with 188 WMC § 5.76.110(T), Catt Road, LLC will only execute cannabis businesses transactions with businesses that are licensed or permitted to do business in their respective jurisdictions. To ensure this, Catt Road, LLC will collect and validate licensing through the State's License Search tool[1].

Additionally, as permissible by 188 WMC § 5.76.120(H)(8), Catt Road, LLC will sell and offer for sale seeds and immature cannabis plants but will not sell or offer for sale live mature cannabis plants. Catt Road, LLC will provide light and water to immature cannabis plants being offered for sale but will not engage in any other cultivation activity. For the purposes of this provision, an immature cannabis plant is defined as a non-flowering cannabis plant that is shorter and narrower than 18 inches.

Pursuant to 188 WMC § 5.76.120(G), Catt Road, LLC will comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food when engaging in any activities involving edible products.

6.3 Delivery Plan

Catt Road, LLC plans to offer delivery services of cannabis products to individuals from the Catt Road facility. All sales will be conducted within the retail space of the proposed facility. The Catt Road will not deliver cannabis or cannabis products to any location outside of California or to any location within California where the delivery of cannabis or cannabis products has been prohibited by the city or county.

Delivery Service Procedures

Catt Road, LLC will limit the hours of operation for delivery activities to the hours of 9:00 a.m. through 9:00 p.m. seven days a week or a reduced duration as stipulated through the discretionary permit.

OnFleet – Delivery Dispatch
Catt Road, LLC will utilize the high-end Onfleet software for driver and delivery dispatch. This will track deliveries to customers real time for full transparency and security.

The Onfleet platform is considered the best in the industry for final mile delivery services. The company was founded by a team of engineers from Stanford University and funded by some of Silicon Valley's top investors. Onfleet provides dispatchers with visibility to all deliveries in transit by tracking the GPS thru the phone of each driver. Using Onfleet and COVA, our transportation capabilities will boast the following features:

1. Ability to create shipping manifests which will contain the following:
    a. A unique Purchase Order number to track system receipts;
    b. Name, license number, and premises address for:
        i. The licensee who possesses the cannabis goods;
        ii. The licensee transporting the cannabis goods;
        iii. The licensee receiving the cannabis goods;
    c. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
    d. Date and time of activity;

e. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
f. Estimated date and time of arrival at each receiving premises;
g. Driver license number for any person driving the transport vehicles;
h. Make, model, and license plate number of transport vehicles; and
i. Name and type of cannabis goods to be transported.

2. Ability to produce and store package and product tracking numbers.
    a. All cannabis products sold or transferred between cannabis facilities must have the tracking identification number that is assigned by the statewide monitoring system affixed, tagged, or labeled and recorded, and any other information required by the BCC, the act, and these rules.
3. Ability to digitally track and store information such as:
    a. Digital signature for delivery;
    b. Images of products picked-up and delivered; and
    c. Quantity and product type.
4. Ability to pull reports.
    a. Real-time inventory reports.
    b. Real-time location monitoring via GPS.
5. Digital route management.
    a. Creation of driver routes and sequence product delivery.
    b. Real-time driver notifications of any changes in a transportation route.
    c. Store route history.
    d. Store route notes.
    e. Log suspicious route activity.

Shipping Manifest

Catt Road, LLC will receive retail customer orders for delivery. These orders will be converted into outgoing shipments and assigned to drivers employed by the company. Pursuant to 16 CCR § 5049, all shipments of outgoing products will include a detailed shipping manifest. All transportation record keeping will be digitalized and be an output of the inventory tracking system with accurate inventory records. These will be notated as an outbound shipping manifest. Each shipping manifest will contain the following information:

1. Name, CUP number, and originating cannabis business address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods.
2. Name and address of the individual requesting delivery;
3. Date and time of activity;
4. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
5. Estimated date and time of arrival at each receiving premises;
6. Driver license number for any person driving the transport vehicle;
7. Make, model, and license plate number of transport vehicle;
8. Name and type of cannabis goods to be transported; and

The shipping manifest will be completed and transmitted into the track and trace system viewable by the BCC.

A physical copy of the shipping manifest will be carried in the transport vehicle at all times while transporting cannabis goods. The shipping manifest will be provided to law enforcement and Department of Consumer Affairs agents upon request.

Receipt of Inbound Shipments

Pursuant to 16 CCR § 5049(b)(6)(A), Catt Road, LLC will require that all **incoming retail products** have a detailed shipping manifest ready on arrival. All inbound shipments will have a detailed shipping manifest that can be used for receipt into the company's inventory tracking system, COVA.

It is expected that the licensed Transport Agent will carry a detail transportation manifest containing:

1. A unique Purchase Order number to track system receipts;
2. Name, license number, and premises address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods;
3. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
4. Date and time of activity;
5. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
6. Estimated date and time of arrival at each receiving premises;
7. Driver license number for any person driving the transport vehicle;
8. Make, model, and license plate number of transport vehicle; and
9. Name and type of cannabis goods to be transported.

Upon receipt of cannabis goods for transport, storage, or inventory, the company employee shall ensure that the cannabis goods received are as described in the shipping manifest and shall record acceptance and acknowledgment of the cannabis goods in the track and trace system.

If there are any discrepancies between the type or quantity specified in the shipping manifest, whether by type or quantity received by the licensee, the licensee shall record, and document the discrepancy in the track and trace system and in any relevant business record.

The shipping manifest will be completed by the distributor and transmitted in the track and trace system to the Bureau and receiving licensee.

Delivery Rules

Catt Road, LLC will adhere to the following rules regarding the vehicle used for delivery as aligned with both local and state laws regarding cannabis operations:

- Delivery employees who are carrying cannabis goods for delivery, will only travel in an enclosed motor vehicle where goods are locked in the trunk of the vehicle.
- While carrying cannabis goods for delivery, delivery employees shall ensure the cannabis goods are not visible to the public.
- Delivery employees will not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system.
- Pursuant to 16 CCR § 5417(d), a vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated GPS device. A dedicated GPS device must be owned by the licensee and used for delivery only.

- The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery.
- Using Onfleet technology, Catt Road, LLC will be able to identify the geographic location of all delivery vehicles that are making deliveries for the retailer and shall provide that information to the BCC upon request.
- Prior to commencing delivery operations, and prior to the use of any new car in delivery operations, Catt Road, LLC will provide the County and State regulating agencies with the following information for all vehicles that will be used to deliver cannabis or cannabis products: proof of ownership or a valid lease; the year, make model, color, license plate number, and Vehicle Identification Number and proof of insurance. The permittee shall notify the County in writing of any changes to this information within 30 calendar days of a change.
- Any motor vehicle used by a retailer to deliver cannabis goods is subject to inspection by the BCC. Vehicles used to deliver cannabis goods may be stopped and inspected by the BCC at any licensed premises or during delivery.
- Pursuant to 16 CCR § 5418(a), while making deliveries, delivery employees will not carry cannabis goods valued in excess of $5,000 at any time. This value will be determined using the current retail price of all cannabis goods carried by the delivery employees.
- Employees shall not consume cannabis goods while delivering cannabis goods to customers.

Delivery to a Physical Address

Pursuant to 16 CCR § 5416, Catt Road, LLC will only deliver cannabis goods to a physical address in California. Delivery to parks, schools or any other public facilities will be prohibited.

1. Employees will not leave the State of California while possessing cannabis goods.
2. Catt Road, LLC will not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.
3. Delivery personnel will follow the same protocol and policies of the retail facility in the verification of the recipient's age and necessary documentation for the receipt of cannabis or cannabis products.
    a. All delivery personnel will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Acceptable forms of documentation will be:
        i. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
        ii. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
        iii. A valid passport issued by the United States or by a foreign government.

    b. Those unable to produce acceptable forms of identification verifying they are of age top purchase will not be provided with cannabis products.

Delivery Payment Handling

Whenever possible, Catt Road, LLC will accept credit card payments through the company's website for cannabis deliveries. Credit card processing in the current landscape is always evolving and not always readily available. When Catt Road, LLC is required to accept cash from customers, the cash will be stored in small quantities inside the vehicle.

Catt Road, LLC will outfit all delivery vehicles with a secured storage container affixed in the passenger side of the vehicle on the floorboard, out of the public view. The storage container will contain a cash box inside the container affixed to the floorboard.

Upon receiving cash payments from a customer, the driver will use a digital code to open the storage container. Cash will be put inside of the cash box then the storage container will be returned to the locked position.

Upon arriving back to the retail facility, the driver will notify on-site security will be notified. The guard will watch the vehicle for suspicious activity. At that point in time, the storage container will be opened by the driver. The driver will remove the cash box from the storage container and carry it inside. Once it is inside the facility, it will go to the manager's office for reconciliation. After the cash has been counted, it will be moved to the vault for storage.

Number of Vehicles

At the onset of operations, Catt Road, LLC is budgeting for the purchase of 1 Tesla Model 3 vehicle to support its operation. As operations scale, additional vehicles will be purchased. As part of the company's due diligence, Catt Road, LLC is including the purchase of these vehicles in the start-up expenses identified in the Financial section of this plan.

Vehicle Records

Catt Road, LLC will maintain a database of all operational vehicles being used for the delivery of cannabis products. Within this database, Catt Road, LLC will create a file for each vehicle. This file will contain the following:

1. Copy of the Vehicle Inspection Report – signed and dated by the inspector;
2. Copy of the Vehicle Registration;
3. Photo image of the license plate;
4. Photo image of the vehicle;
5. Vehicle Make, Model, Year;
6. Copy of the Certificate of Insurance; and
7. Vehicle Maintenance Log

Vehicle Inspection Policy

In order to ensure that all vehicles remain in working order, Catt Road, LLC has created a Vehicle Inspection Checklist. All vehicles will be inspected when they are placed in service then the vehicle will undergo monthly inspections. The vehicle will be inspected by the Operations Manager or designee. Inspection reports will be scanned and saved into the vehicle's corresponding cloud file. Catt Road, LLC will use a professional mechanic for an Annual Certified Safety Inspection for each vehicle.

Preventative Maintenance

Catt Road, LLC will maintain a log for each vehicle that records preventative maintenance for each vehicle. This will include tracking of vehicle mileage and the following items.

- Oil Change / Filter / Lube;
- Standard PM Inspection;
- Tire Rotation;
- Diagnostic & Tune-Up;
- Service Brakes;
- Replace Belts;

- Tire Replacement;
- Battery Replacement; and
- Annual Certified Safety Inspection.

6.4 Size of Proposed Facility

Catt Road, LLC is proposing to construct a new retail building, totaling approximately 6,076 square feet, at 23825 Catt Road in Wildomar, CA. One unit, totaling 3,936 square feet, will be used for the proposed cannabis retail business. Other unit totaling 2,140 square feet, Will be used for either office lease space or retail space (coffee shop, Mexican food, etc.) which is to be determined, depending on tenant selection.

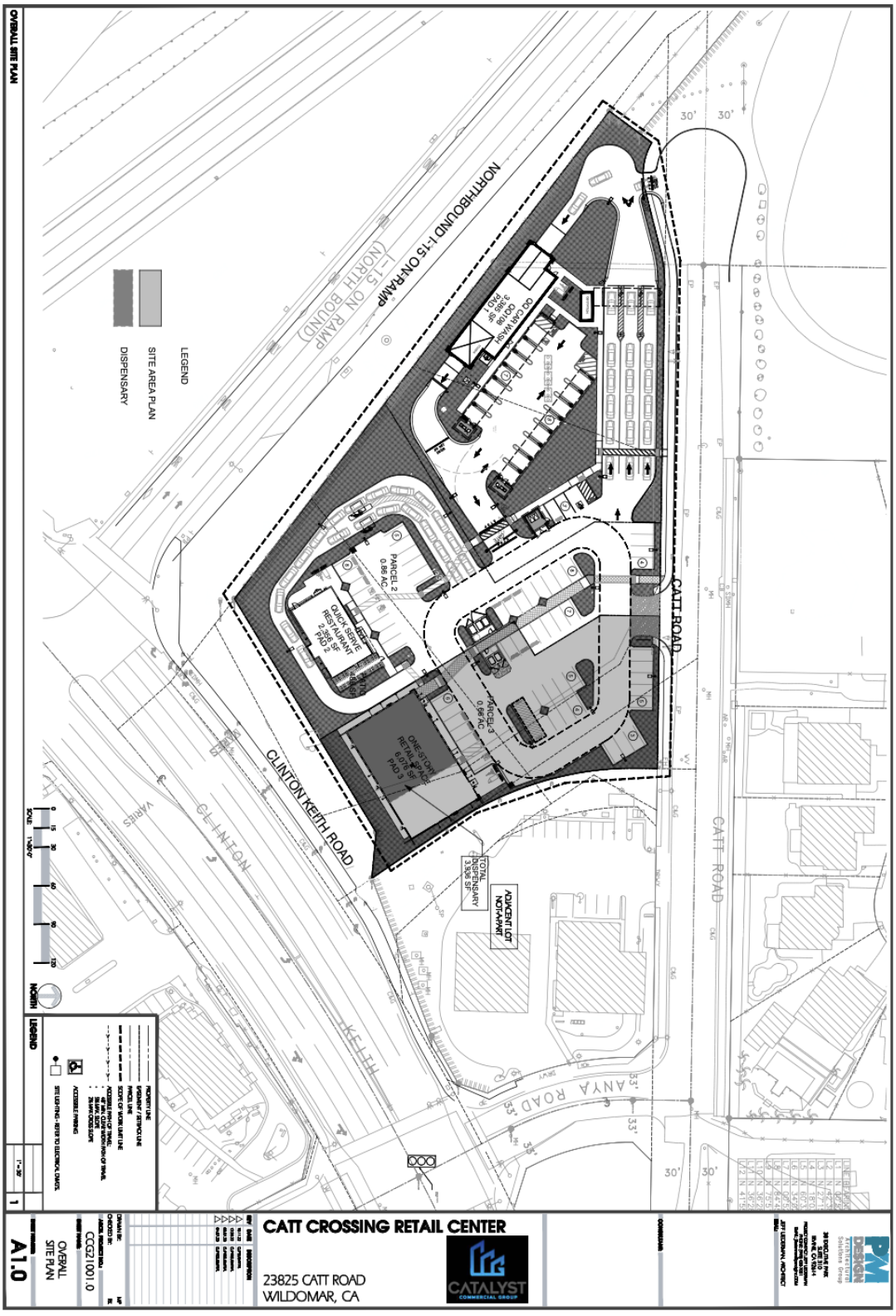
Catt Road, LLC will construct a new retail facility on the property to meet the operational business, legal, and safety requirements. For the purposes of continuity, the Site Plans, Floor Plans, Colored Interior Elevations, Security Overlay, and Fire Protection Plan with Ingress and Egress movements can be found in the CUP Architectural Package. This is being provided as a separate attachment.

In compliance with 188 WMC § 5.76.110(A & C), Catt Road, LLC aims to create and operate a facility that not only is in full compliance with state and local laws and regulations that govern cannabis businesses, but one that also fully complies with all applicable rules, regulations, and laws including, but not limited to, building and safety codes, and the Americans with Disabilities act.

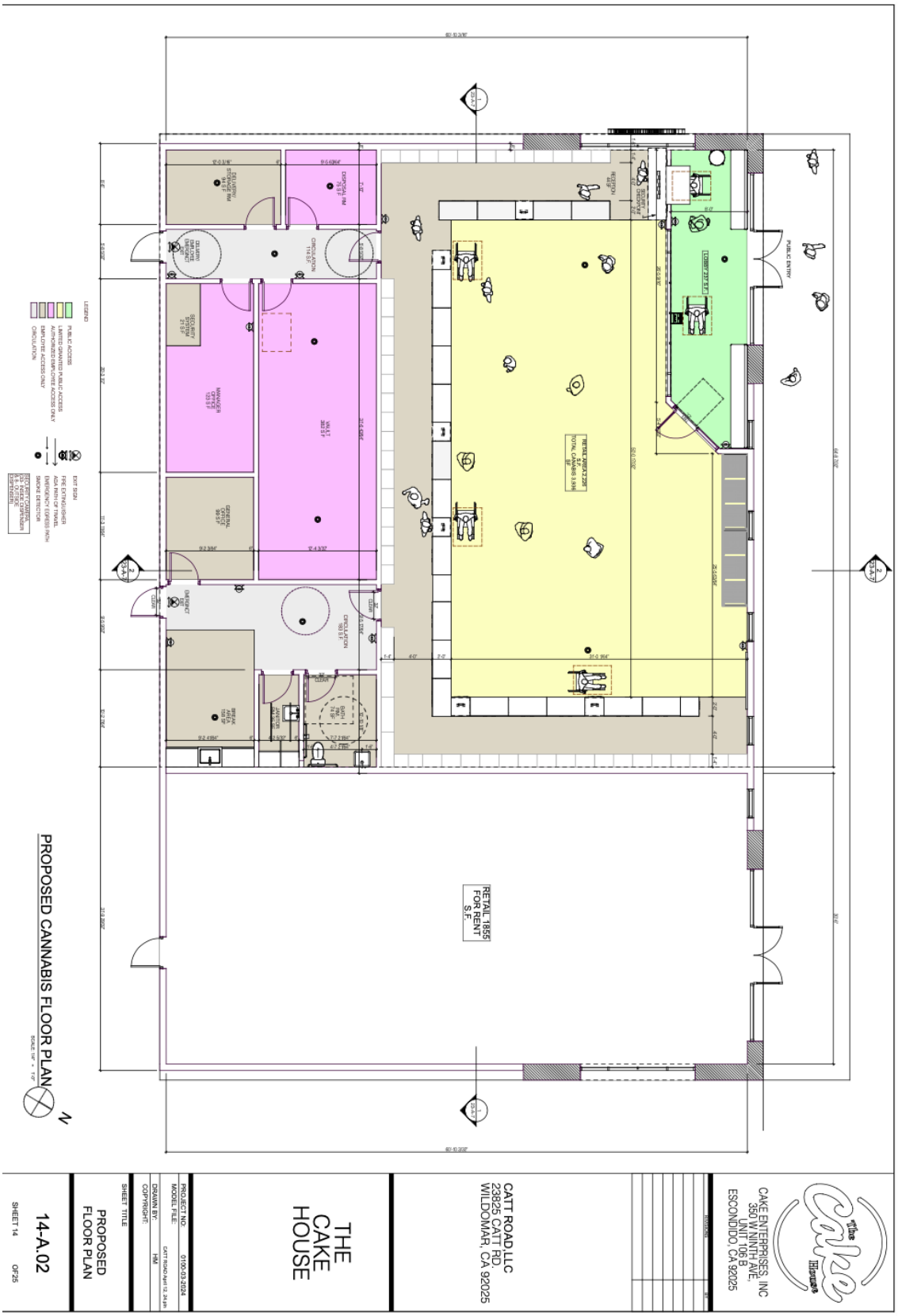
Further, Catt Road, LLC understands that subletting is strictly prohibited and asserts that in accordance with 188 WMC § 5.76.110(R), no portion of the premises will be sublet for any purpose.

Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

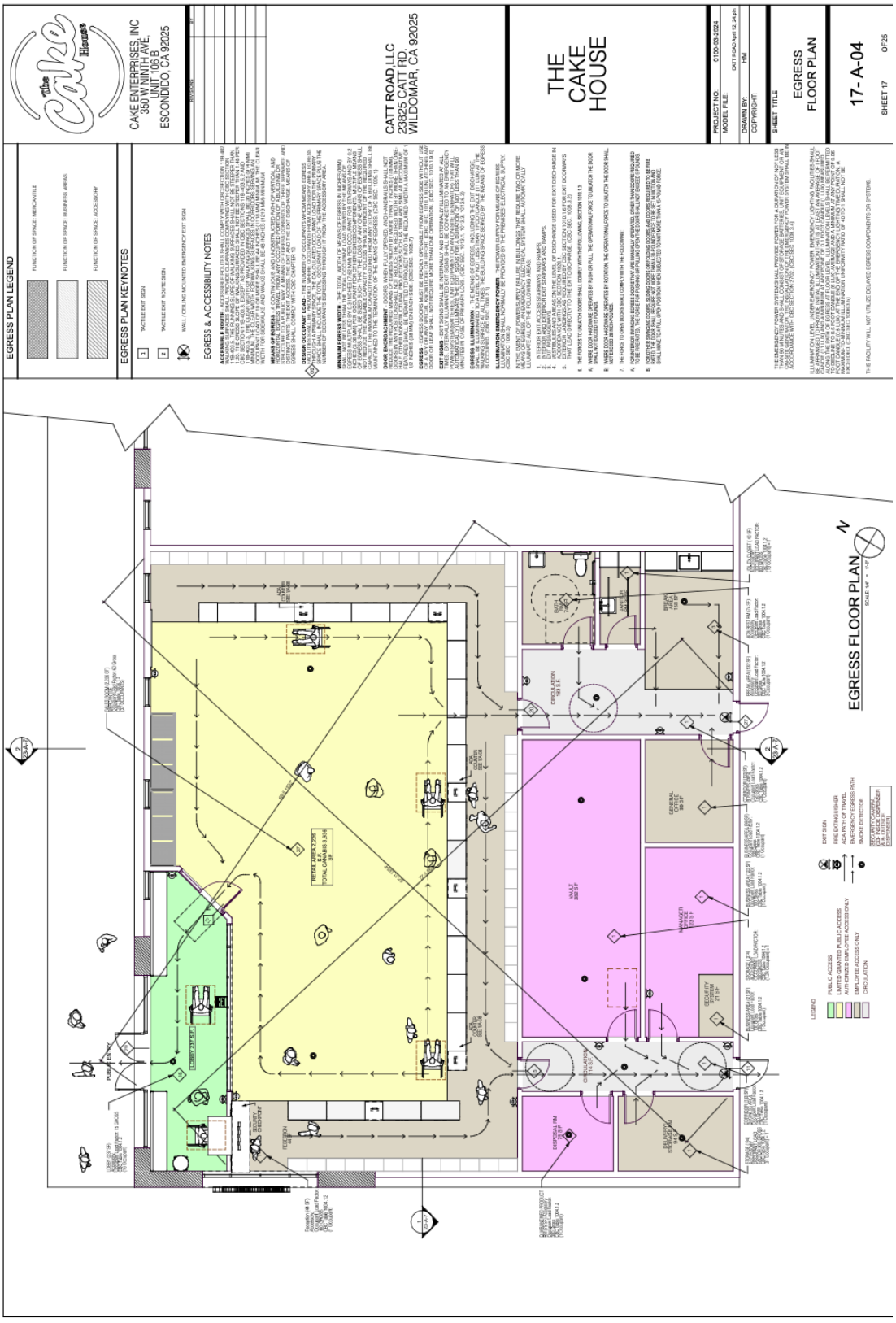
6.4.1 Site Plan



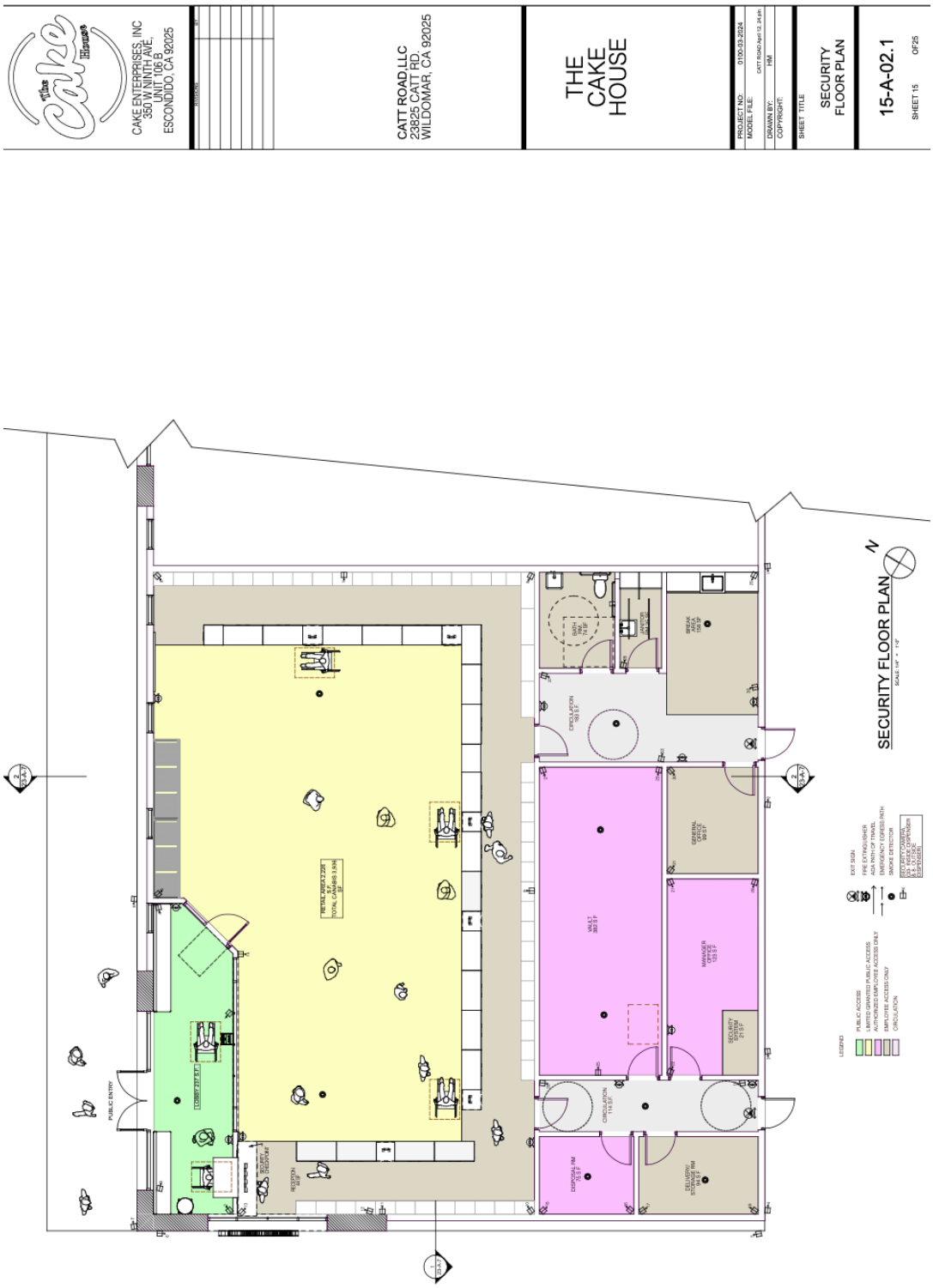
6.4.2 Floor Plan



6.4.3 Egress Plan



6.4.4 Security Floor Plan



6.5 Hours of Operation

In compliance with 188 WMC § 5.76.120(A), Catt Road, LLC will only be open to the public and engage in sales between the hours of 9:00 am and 9:00 pm seven (7) days a week

6.6 Number of Employees

Catt Road, LLC understands that the organizational structure is important in creating standard practices and operating procedures throughout its facilities. The organizational structure allows Catt Road, LLC to clearly define the role and responsibilities for each of its team members and staff to drive accountability and empowerment for each and every staff member. Below is an overview of the intended organizational structure, highlights of each role and its assigned responsibilities. In accordance with 188 WMC § 5.76.110(D), Catt Road, LLC will not allow an individual less than twenty-one years of age to work within the licensed premises or handle cannabis and/or cannabis products.

Upon the start of operations, Catt Road, LLC intends to hire 20 people consisting of:

Position/Title	Employee Count	Minimum Wage to be Earned
Retail Store Manager	1	$28.00
Shift Leader	3	$25.00
Retail Sales Associate	10	$18.00
Inventory Control Specialist	3	$18.00

6.6.1 Retail Store Manager

The Retail Store Manager will manage Catt Road, LLC retail store. As such, the Retail Store Manager will have a variety of responsibilities. To illustrate, the Retail Store Manager is responsible for hiring potential employees, collecting, and returning agent identification cards, and ensuring all agents complete all Program Training within 90 days of employment. Additionally, the Retail Store Manager will train all agents on inventory, sales, security, sales, and operation procedures. Each day, the Retail Store Manager will open and close the retail store, conduct beginning of day inventory audit, oversee sales and operations, and conduct end of day inventory audit. In addition, the Retail Store Manager is responsible for maintaining facility records, inspecting and accepting deliveries, disposing of cannabis waste, reconcile inventory discrepancies as needed, review surveillance equipment and footage, and well as maintain contain contact with the Department and the State/Local Police in the event of an emergency.

6.6.2 Shift Leader

The Shift Leader will work directly under the Retail Store Manager. The Shift Leader will assist the Retail Store Manager of the management of retail operations by overseeing and facilitating sales, supporting retail sales associates as needed, retrieving cannabis and cannabis products from restricted access areas, and ensuring that the appropriate number of customers have access to the retail area. In addition to overseeing sales, the Shift Leader will create employee retail sales associate work schedules and maintain the interior cleanliness of Catt Road, LLC's retail facility during business hours.

6.6.2 Retail Sales Associate

Each Retail Sales Associate will facilitate sales within Catt Road, LLC's store. During each sale, each Retail Sales Associate will engage and develop a relationship with the customer. Each Retail Sales Associate will get to know each customer to make adequate cannabis and cannabis product recommendations. During each sale, each Retail Sales Associate will educate each customer about the product the customer intends to purchase or the product the customer does in fact purchase. Subsequently, the Retail Sales Associate will create an inventory record for each sale conducted in Catt Road, LLC's store.

6.6.3 Inventory Control Specialist

The Inventory Control Specialist will review and monitor inventory levels. Each day, the Inventory Control Specialist will conduct beginning of day and end of day inventory data entries. The Inventory Control Specialist will use the data collected each day to monitor inventory levels for each cannabis and cannabis product in the store. The Inventory Control Specialist will purchase inventories of cannabis and cannabis products, with the approval of the Retail Store Manager, when inventory becomes too low. In addition to monitoring inventory day-to-day, the Inventory Control Specialist will research cannabis and cannabis product trends and will make purchasing adjustments, again, with the approval of the Retail Store Manager, to ensure Catt Road, LLC carries the highest demanded products. Furthermore, the Inventory Control Specialist will develop and maintain relationships with cultivation, craft grow, and infuser organizations.

6.7 Day to Day Operations

As mentioned above, the owners of Catt Road, LLC have extensive experience in operating legal cannabis businesses. This experience has provided the team well in crafting standard operating procedures that bring both industry best practices as well as facility compliancy with local and state rules and regulations. Catt Road, LLC intends to operate an Adult Use only retail dispensary. Below the team has included details on its day-to-day operational procedures.

6.7.1 Opening Procedures Checklist

The Inventory Control Agent and Shift Manager will execute the below Store Opening Checklist to ensure that all morning activities are complete. A record of this will be kept on file. Once employees have completed the store opening checklist and properly filed the form, they will open the lobby area to allow customers in for normal business.

Date	
Employee Initials	Task
	Disable Security Alarm System
	Inspect all areas of the retail facility to ensure nightly cleaning procedures were completed. Areas include bathrooms, storage areas, floors, and break rooms
	Turn on all lights, AV equipment and TV's
	Enable the proper video material on visitor monitors to begin their presentation cycle
	Inspect the store. Ensure everything is where it needs to be, all equipment is properly functioning and there is no evidence of damage, theft, or vandalism.
	Verify all closing procedures were completed
	Move anticipated needed inventory to daytime storage area
	Charge the Point of Sale stations
	Perform daily maintenance
	Print inventory Reconciliation Reports
	Conduct the Beginning of Day Inventory Manager to validate (Both Initial)
Employee Signature	_____

6.7.2 Customer Check-In Procedures

Age Verification

Pursuant to 188 WMC § 5.76.120(C), Current Cannabis will not allow any individual less than twenty-one years of age into the facility. Entrances into the facility will be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system will be utilized to limit access and entry to the retail area to separate it from the reception/lobby area.

Before a customer is introduced to Catt Road, LLC products, they must have their identification verified. A Catt Road, LLC customer will have their identification scanned multiple times prior to making a purchase. A Catt Road, LLC employee will scan each customer's identification using an ID scanner linked to the COVA – POS system. In using an automated system, Catt Road, LLC reduces human error to prevent underage sales. The system will capture date and time stamps for each customer entry. Pursuant to 16 CCR § 5402(a) only individuals at least 21 years of will be granted access to the retail area.

An employee of Catt Road, LLC will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Customers will be asked to produce one of the following forms of acceptable identification pursuant to 16 CCR § 5402(b):

- A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
- A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
- A valid passport issued by the United States or by a foreign government.
  Once a customer has been verified with the acceptable form of identification, they will be granted access to the sales floor and begin the product discovery and sales process.

Customer Experience Strategy

Beyond providing high quality products that are meaningful to a customer, Catt Road, LLC understands that providing a positive experience is the next most important thing to driving customer loyalty. The experiences a customer have when interacting with your business throughout the customer journey can impact the overall feeling a customer gets when they think about your company. Delivering a great product is only a portion of the overall customer journey.

For this reason, Catt Road, LLC has pooled together of course their previous experience and done some research to craft a customer experience strategy that would promote customer loyalty.

According to the Customer Experience Trends Report published by Acquia, 80% of customers say that they would be loyal to a brand that provided a more personalized experience.

With that information, Catt Road, LLC has built a customer experience strategy will employ traditional best practices of professional customer service with a primary focus on personalization.

To accomplish this, Catt Road, LLC will train employees to do things like, refer to repeat customers by their first name, create rapport with new clients, learning as much as they can about them, what they are looking for, their desired products and or effects they are looking to get from their products.

Catt Road, LLC will use, with the customers permission, the COVA inventory management system to create customer profiles and retain their purchase history. This information will be used for the sole purpose of better understanding customers and further personalizing future visits.

Further efforts will be made by Retail Sales Associated to gain feedback from customers on various products and their experiences. This feedback will be reviewed in team meetings and Catt Road, LLC will work to address any customer concerns.

Beyond this personalization effort, Catt Road, LLC believes there is a uniqueness within the cannabis industry relating to customer experience for customers new to cannabis. While these customers are still looking for a personalized experience, there is a huge educational component to delivering a quality experience for a newcomer. New customers typically want to know everything about cannabis, from the various products and their effects to the laws and regulations that surround the industry. For that reason, Catt Road, LLC has also created training regarding the educational aspect of the customer experience.

Customer Education

Customers are key to any business. Without customers, businesses cannot survive. In the cannabis industry ensuring that customers understand products, the various methods of consumption, potency and the potential effects is particularly important not only for sales but for safety. At Catt Road, LLC's facility, customer education will begin as soon as a customer encounters their first sales associate. Catt Road, LLC will develop a proprietary Employee Product Education Program that will give the employees the tools to speak to customers about cannabis strains, consumption methods, warnings, micro dosing, and health benefits.

Throughout the shop, retail sales associates will be present to answer questions and to educate customers on the individual benefits of the cannabis psychoactive and non-psychoactive products, how to interpret percentages of THC/CBD, and the different methods of consumption. The staff will undergo training from Cannabis Training University in order to communicate with customers the effective way of how to properly dose oneself from any method chosen.

Strains and Consumption Methods

Throughout the shop, an associate will be present to answer questions and to educate customers on the benefits of cannabis psychoactive and non-psychoactive products, the percentages of THC/CBD. This will extend to explaining the different strains available as well as the difference between the two major strains: Sativa and Indica.

Associates will also explain the different products and consumption methods which include: Smoking cannabis flower

- Vaporizing
- Ingesting edibles
- Topicals

The associate's explanation and assistance will help the customers determine which consumption method is best suited for their specific needs.

Customer Warning and Risks

Customers will also receive information on risks that can be associated with cannabis use. Additionally, the customer will be educated on the importance of keeping the cannabis and cannabis products out the reach of children.

Purchase Limits

Pursuant to 16 CCR § 5409(c), an associate will be responsible for ensuring that the customer does not exceed the daily purchase limits which are as follows:

- 28.5 grams of non-concentrated cannabis.
- 8 grams of concentrated cannabis as defined in Business and Professions Code section 26001, including concentrated cannabis contained in cannabis products.
- 6 immature cannabis plants.

The staff will undergo training from a cannabis education program through a company like Cannabis Training University in order to communicate with customers on effective ways on proper dosing methods.

6.7.3 Customer Product Handling Procedures

Pursuant to 188 WMC § 5.76.110(F) and 16 CCR § 5033, all inventory stored on the licensed premises shall be secured in limited access areas. Catt Road, LLC product storage plan is designed to meet and exceed these requirements and will consist of physical barriers to prevent theft and diversion, operational barriers that limits the minimum number of authorized individuals to gain access to any cannabis products, and environmental controls that prevent the deterioration of cannabis products.

Customer Interaction

Upon verification of the customers age and the customer entering the sales floor area, the customer will have access to view products that are locked in display cases. Customers will be greeted by a Retail Sales Associate who will ask the customer if they have any questions about the various products. All associates will be identified with their company issued uniformed, a branded polo shirt.

If the customer replies yes, the Retail Sales Associate will use his/her training to answer questions and educate the customer on the different product types, consumption methods, and strains. Customer will not be able to handle product in the discovery phase. Sample products will he handled by Retail Sales Associates only and cannabis products within the store will never be opened.

One a customer has decided on their purchase, the requested products will be “checked-into” staging areas by systemic notations in the Inventory Management System by the Retail Sales Associate. It is the commitment of Catt Road, LLC to maintain accurate Inventory Management records, therefore at any given moment in time, Catt Road, LLC will be able to provide a “real-time” report of the cannabis quantities in storage which can be provided to the Department upon request.

The Retail Sales Associate will retrieve desired products from the staging area (daytime storage area) and scan the products at the point of sale station under the surveillance. Employees who handle cannabis product in order to transfer that product to customers will be required to check in and take responsibility for the product they are handling systematically within in the Inventory Management System. Managers will monitor and approve the access that employees have to areas where cannabis is stored.

As the Retail Sales Associate scans each product being purchased, products will be placed in a bag. Upon completion of the transaction, the drawstring bag will be pulled tight and tied and handed to the customer. The customer will be escorted out of the sales area by the Retail Sales Associate and will pleasantly conclude the customer’s shopping experience.

Precautionary Actions

To further ensure customers do not have access to cannabis products, Catt Road, LLC will implement the use of physical barriers (walls and doors), electronic measures and employee procedures in order to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business.

All points of access to the business will be controlled with electronic access controls, keypads, key cards, and remote electronic lock (buzz- in) features. Individuals who are not engaging in an activity related to

the permitted operations of the commercial cannabis business will not be allowed to remain on the premises.

For ease to the Retail Associates and Security Staff, Catt Road, LLC will require each member of the team wear a company issued uniform. The uniforms will aid staff in visually differentiating between customers and staff members and help them identify quickly if customers are close to a restricted area for any reason. The uniforms will further aid law enforcement or management who may need to review video surveillance in quickly identifying staff members in their observations. Company uniforms will include the company logo and each team member will be provided attire prior to the start of work duties.

6.7.4 Receiving Incoming Inventory

Catt Road, LLC's product receiving process will follow strict policies and procedures in order to ensure full compliance with all track and trace regulations and to ensure the security of the assets and the safety of all personnel. Catt Road, LLC's suppliers will transport and transfer products to the facility as allowed by the City of Wildomar and the State of California. Shipments will be conducted through the use of a licensed, insured and state authorized transport company.

Product receiving will occur on a regular basis in order to ensure that a sufficient supply of product is on hand for sale and in smaller amounts to reduce risk during transfer. The movement of large amounts of high value product at one time can create an excessive risk of loss during transfer.

Shipments are scheduled at random times and hours in order to avoid predictability that can elevate the risk of theft. Product transport/transfer will be completed during the times of 6:00 am to 6:00 pm, or during daylight hours, to ensure maximum visibility and threat detection. When shipments are scheduled, this information will only be provided to individuals who occupy a "need to know" position in order to avoid risk of theft.

Transport vehicles will notify Catt Road, LLC security personnel 5-10 minutes in advance of their arrival. Catt Road, LLC security personnel will visually verify that there are no imminent threats and notify transport personnel it is safe to approach the shipping/receiving door of the business. Transport vehicles will park in a designated area that is within view of Catt Road, LLC's security cameras. Security personnel will then approach the transport vehicle in order to escort the movement of product into the interior of the building. Product will be immediately placed into the secure vault and the vault will be locked. The transport vehicle will not be left unlocked or unattended during the transfer in order to avoid theft at these times.

At the time of the shipment:

- Catt Road, LLC security personnel will inspect the credentials of the transport personnel prior to allowing entry into the building. Transportation team members and vehicle will be logged by Catt Road, LLC security personnel upon each arrival.
- Security personnel or manager will verify that the shipment paperwork, amounts, and manifest are in order prior to allowing transporters to leave the site.

In compliance with 5.76.170(A-D), Catt Road, LLCwill ensure all packaging and labeling of cannabis and cannabis products received from licensed cannabis businesses, meet the requirements of 188 WMC § 12 of MAUCRSA and any implementing regulations. Any products that do not meet the following requirements will be refused and returned to the originating vendor:

- Tamper-Evident, Child-Resistant Packaging Required. Prior to delivery or sale at a retailer to a purchaser, cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.
- Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.
- State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c).

6.7.5 Closing Procedures Checklist

The Inventory Control Agent and Shift Manager will execute the below Store Closing Checklist to ensure that all closing activities are complete. A record of this will be kept on file.

Date	
Employee Initials	Task
	Announce the store is closing (15 minutes prior to actual close time) Repeat the announcement every 5 minutes until the last customer is gone
	Walk the entire facility to ensure the facility is empty
	Secure all entry points of the facility
	Print inventory reconciliation reports
	Conduct End of Day Inventory Reconciliation Manager to validate (Both Initial)
	Return day-time inventory to night storage area
	Empty cash drawer and record the amount in the ledger. Manager to validate (Both Initial)
	Perform nightly cleaning procedures
	Restock printed marketing or educational material
	Turn off all AV systems, TV's, and lights. Secure all doors for each room
	Escort all employees out of the building
	Arm the Security Alarm System
	Exit Building ensuring the exit door is properly secured
Employee Signature _____	

6.8 Compliance with Local Ordinance and State Laws

Lance Rogers will serve as General Counsel for Catt Road, LLC. He is the Principal / Attorney at Law Offices of Lance Rogers in San Diego, California. As a part of his regulatory compliance practice, he currently represents many of the leading cannabis and hemp companies in California, including retailers, manufacturers, and agriculture ventures. As a litigator, he has handled a wide array of matters related to cannabis including criminal defense, regulatory violations, land use/zoning, complex business litigation and partnership, and dispute matters. With the experience of expertise of Lance, Catt Road, LLC is confident that they can maintain compliance with all local and state ordinances.

In compliance with 188 WMC § 5.76.200(B), the local licensing authority will be welcome to enter the facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with all local ordinances. Such inspections will allow the local licensing authority to observe the premises for purposes of determining whether Catt Road, LLC's facility is being operated or maintained in compliance with local code, state law, and other applicable laws and regulations. Catt Road, LLC will comply with any request made for demonstrating that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

Further, Catt Road, LLC understands that in accordance with 188 WMC § 5.76.200(C-D), the local licensing authority or delegate will have the right to inspect records of medicinal cannabis patients and primary caregivers that have made purchases of medicinal cannabis or medicinal cannabis products from a retailer for the sole purpose of determining whether any and all such individuals are qualified to make such purchases.

6.9 How Cannabis Will Be Tracked and Monitored to Prevent Diversion

In Compliance with 188 WMC § 5.76.120(E) and with 16 CCR § 5049(a), Catt Road, LLC will utilize an electronic point of sale system. The electronic point of sale system will be capable of producing an electronic or automatic paper record for all transactions associated with any product sold, rented, or otherwise provided to the customer.

Catt Road, LLC will use the COVA Cannabis Dispensary POS system to record and report on all aspects of cannabis tracking, inventory data, and gross sales. This will serve as a legally compliant seed to sale Point of Sale system. COVA is an authoritative leader in seed to sale best practices cannabis compliant point of sale systems, Cova's systems integrates into the states regulatory reporting and tracking system METRC. Cova is embraced here in California by other licensed cannabis seed to sale compliant retailers and in other jurisdictions such as Oklahoma and Canada.

COVA will prevent staff from breaking the rules or making operational missteps that violate local and state regulations. COVA includes an Age Verification Scanner in order to prevent underage sales and to verify information with ID barcode scanners. COVA also includes will have Purchase Limits Alerting where it automatically calculated product equivalencies to violate state regulations. If it is violated, it will alert the staff if limits have been exceeded. Finally, the COVA software makes it impossible to serve patrons after the allowed Hours of Operation. This will ensure that Catt Road, LLC complies to the authorized hours of operation.

COVA also is an inventory tracking system. The system will track and report all aspects of Catt Road, LLC's cannabis business including, but not limited to, such matters as inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. Catt Road, LLC business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system will have the capability to produce historical transactional data for review.

In accordance with 188 WMC § 5.76.110(N), Catt Road, LLC will all scales and weighing mechanisms used to weigh non-waste products will be able to weigh to within 1/100th of a gram, will be maintained in good working order and available for annual inspection by either a Riverside County agricultural commissioner's office weights and measures official or a licensed scale company.

6.9.1 POS Equipment

Catt Road, LLC will be purchasing the below equipment to support retail operations:



6.9.2 Track-and-Trace

Standard operating procedures include detailed California Cannabis Track-and- Trace (CCTT) procedures as outlined by the State.

6.9.3 Track-and -Trace Account Manager

Pursuant to 16 CCR § 5048, Catt Road, LLC will designate one individual to own the management of the track and trace system. This individual may authorize other owners or employees as track and trace system users and shall ensure that all users are trained on the track and trace system prior to use. The Track and Trace Account Manager will adhere to the following rules:

1. The account manager shall attend and successfully complete all required track and trace system training, including any orientation and continuing education.
2. If the account manager did not complete the required track and trace system training prior to receiving their annual license, the account manager shall sign up for and complete state mandated training, as prescribed by the Bureau, within 10 business days of license issuance.
3. The account manager and each user shall be assigned a unique log-on, consisting of a username and password. The account manager or each user accessing the track and trace system shall only do so under his or her assigned log-on and shall not use or access a log-on of any other

individual. No account manager or user shall share or transfer his or her log-on, username, or password, to be used by any other individual for any reason.

4. The account manager shall maintain a complete, accurate, and up-to-date list of all track and trace system users, consisting of their full names and usernames.
5. A licensee shall monitor all compliance notifications from the track and trace system, and timely resolve the issues detailed in the compliance notification.
6. The track and trace account manager will be responsible for training Shift managers, Retail Sales Associates, and Inventory Control Agents.

6.9.4 Mandated Bi-Weekly Inventories

Pursuant to 16 CCR § 5051(a), at intervals not exceeding 14 days, the Inventory Control Agent will conduct and document an audit of the inventory that is accounted for according to generally accepted accounting principles. Any unexplained shrinkage will be documented and trigger a review of electronic security and surveillance data.

When Catt Road, LLCC determines where the shrinkage occurred, appropriate corrective measures will be implemented. Law enforcement authorities will be notified immediately if the Inventory Control Agent ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

6.9.5 Opening and Closing Inventories

Employees will regularly conduct an inventory of all products.

1. A comprehensive inventory of all cannabis will be done twice daily:

   a. Before the retailer opens; and
   b. After close of daily operations.

2. All cannabis and items containing cannabis are counted, weighed, or both.
3. Inventory results will be submitted to the Inventory Control Agent for reconciliation with the inventory data generated the previous evening or in the operations of the day after being closed out.
4. Discrepancies will trigger an inventory audit by the Inventory Control Agent and, if confirmed, a review of electronic security and surveillance data.
5. Law enforcement authorities will be notified immediately if the Inventory Control Agent ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

6.9.6 Notification of Theft, Loss, and Criminal Activity

Pursuant to 16 CCR § 5051(b), a licensee shall notify the Bureau and local law enforcement within 24 hours of discovery of any of the following situations:

1. The licensee discovers a significant inventory discrepancy.

a. A significant discrepancy in inventory means a difference in actual inventory compared to records pertaining to inventory of at least $5,000 or 2 percent of the average monthly sales of the licensee, whichever is less.

2. The licensee discovers theft, loss, or any other criminal activity pertaining to the operations of the licensee.
3. The licensee discovers theft, loss, or any other criminal activity by an agent or employee of the licensee pertaining to the operations of the licensee.
4. The licensee discovers loss or unauthorized alteration of records related to cannabis goods, clients, or the licensee's employees or agents.
5. The licensee discovers any other breach of security.

In the case that one of the activities above is discovered by the licensee, the licensee will follow the below procedure.

1. Notify local law enforcement.
2. Record the date and time of the loss.
3. Record a description of the incident and where applicable the items that were taken or lost.

In accordance with 188 WMC § 5.76.110(S), Catt Road, LLCwill keep and maintain all records specified in 188 WMC § 16 of the MAUCRSA and will make the same available for inspection and examination of the local licensing authority or its duly authorized representatives during standard business hours of the licensed facility or at any other reasonable time. As specified by 16 CCR § 5037(a), Catt Road, LLCwill exercise due diligence in preserving and maintaining all following records related to its commercial cannabis activity for at least seven years:

- Financial records including, but not limited to, bank statements, sales invoices, receipts, tax records, and all records required by the California Department of Tax and Fee Administration (formerly Board of Equalization) under title 18, California Code of Regulations, sections 1698 and 4901.
- Personnel records, including each employee's full name, social security or individual tax payer identification number, date employment begins, and date of termination of employment if applicable. (Training records including, but not limited to, the content of the training provided and the names of the employees that received the training.
- Contracts with other licensees regarding commercial cannabis activity.
  Permits, licenses, and other local authorizations to conduct the licensee's commercial cannabis activity. Security records, except for surveillance recordings required pursuant to section 5044 of this division.
- Records relating to the composting or destruction of cannabis goods.
- Documentation for data or information entered into the track and trace system.
- All other documents prepared or executed by an owner or his employees or assignees in connection with the licensed commercial cannabis business.

6.10 Operations Schedule

As Catt Road, LLC has already done much of the planning for this project, inclusive of securing property and engaging local contractors, identifying vendors for desired equipment, and understanding requirements, there is no doubt for this team that they can quickly turn their plan to reality. Catt Road, LLC will pool their combined knowledge and business experience to turn their plan into action so that upon being granted a license, they can quickly execute on the goals of the proposed project. Catt Road, LLC has crafted an estimated timeline to illustrate their expected timeline for establishing their operation.

Time	Planned Activity
Pre-Licensure	• Local License and CUP & Development Agreement Application • Begin State Application Process • Develop site and facility specific engineered design and floor plans • Develop a comprehensive general contractor scope of work with a preliminary contract to begin work • Continue to work on brands and brand message • Obtain relevant domain names and begin website development • Socialize the engineered floor plans with city officials, including the police chief and fire chief, to gain early local approval on the facility design
Month 1	• License Awarded • Engage the contractor with the appropriate financial deposits • Provide the Department with any and all paperwork required to begin the State Approval process • Begin facility construction
Month 2	• Initial construction continues • Finalize specific equipment required to outfit the facility, including but not limited lighting, display cases, secure storage vaults, video surveillance, burglary and alarm systems, access control systems, etc.
Month 3	• Prepare vendor purchase orders (Currnt Cannabis will prepare the purchase orders so that when a license is awarded, the orders can be filled quickly. It is the hope that this was save weeks, if not months in the planning process) • Construction continues, walls, insulation and exterior finishes conclude inclusive of window and door installation • Electrical and plumbing rough in begins

Month 4	• Install HVAC
	• Inspection point on electrical and plumbing systems
	• Begin establishing interior walls, drywall installation
	• Begin company system set up including accounting
	  ○ COVA for inventory control and Syntopa for Plant Monitoring
	  ○ Adaptive HR for human resource management
	  ○ Set-up appropriate employee benefits including a Healthcare and Retirement
	• Hold a recruiting event to begin fielding local talent to fill roles in administration, cultivation assistants, book-keeping, etc.

Month 5	• Install Security System, Access Control, Burglary, and Alarm Systems • Begin employee onboarding and training • Employees begin working full-time to prepare the facility • Director of Operations prepares the initial set of standard operating procedures for training
Month 6	• Conduct complete facility sanitation • Receive delivery of starting inventory • Grand Opening

While this timeline may seem aggressive, as noted above, Catt Road, LLC has already received quotes and has full plans for site development. Catt Road, LLC, as well as the contractor who has proposed the design is confident that the facility can be up, and operational based on the above timeline.

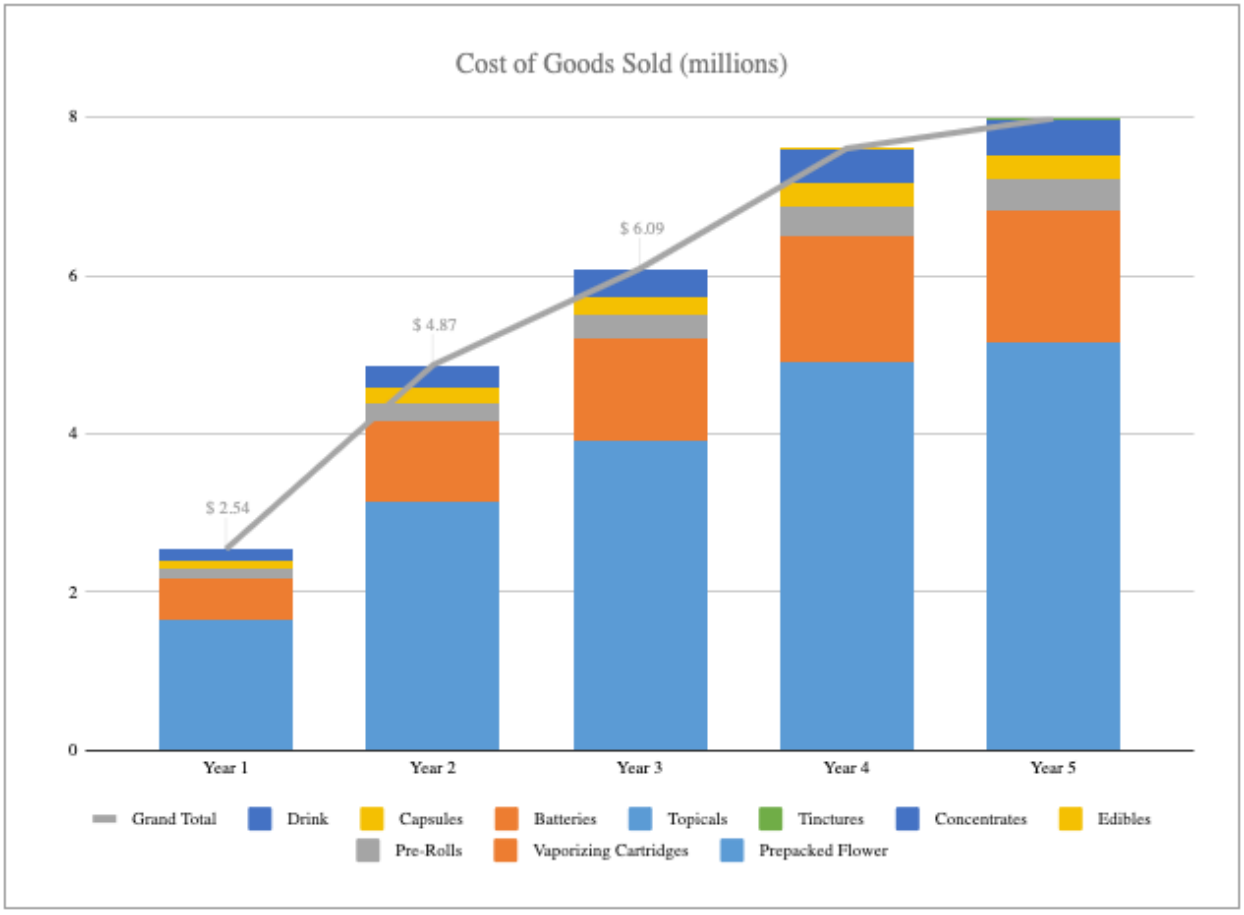
6.11 Start Up Costs

Catt Road, LLC intends to develop, from the ground up, a brand-new industry leading facility. The facility will be modern, inviting and rely on the latest technology that will minimize environmental impact. It will be built with safety and compliance at the core to ensure the safety of its patrons as well as the community. Catt Road, LLC anticipates that the start-up cost for the facility buildout and outfitting will be $2,046,102. This amount includes capital, one-time expenses estimated to cost $1,535,500 for the facility buildout, landscape improvements, the installation of a robust point of sale system, and implementation of a comprehensive security plan (please refer to section 8). An Additional $510,602 is expected for local and state licensing fees as well as a 3-month operating budget to cover expenses related to payroll, utilities, and securing starting inventory. Below, Catt Road, LLC has provided a breakdown of anticipated startup expenses related to the establishment of its facility and operation.

Start-up		**Estimated Cost**
CAPEX		
Facility Development	$	1,400,000
Landscaping	$	50,000
Land Planner & Architect	$	45,000
Security Equipment	$	35,000
POS Equipment	$	5,500
CAPEX Total	**$**	**1,535,500**
OPEX		
Initial Inventory Purchase	$	91,390
Lease Rate	$	24,651
State Renewal Fee	$	5,625
Wildomar Renewal Fee	$	142,616
General Liability Insurance	$	1,800
Marketing Expenses	$	12,185
Bookkeeping Fees	$	3,300
Legal Fees	$	3,000
IT Services	$	600
Security	$	29,383
POS & Register Costs	$	1,347
Meals & Entertainment	$	600
Internet and Phone	$	1,050
Gas, Electric, Trash	$	2,400
Salary	$	158,880
Payroll Taxes and Benefits- Indirect	$	31,776
OPEX Total	**$**	**510,602**
Grand Total	**$**	**2,046,102**

6.12 Anticipated Revenues

As Catt Road, LLC develops its relationship with the local community, it is expected to see continuous revenue growth. Catt Road, LLC anticipates a steady growth in sales among the residents of Wildomar and the surrounding regions. Following industry purchase trends, Catt Road, LLC assumes that an average customer will make a purchase of $125 on cannabis and cannabis products from Catt Road, LLC's store each visit. On average, each customer will visit 2 times per month. Starting in Year 1, Catt Road, LLC expects to generate $2.43M. By year 5, Catt Road, LLC expects to generate $5.57M, respectively.



6.13 10-Year Proforma

Sales

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Wholesale Flower Sales	$4,151,851.85	$6,016,666.67	$6,216,049.38	$5,981,481.48	$5,512,345.68	$5,567,469.14	$5,623,143.83	$5,679,375.27	$5,736,169.02	$ 5,793,530.71
Manufacturing Revenue	$ 421,336.57	$ 452,458.02	$ 478,791.56	$ 454,851.98	$ 430,912.40	$ 435,221.52	$ 439,573.74	$ 443,969.48	$ 448,409.17	$ 452,893.26
Distribution Revenue	$ 390,000.00	$1,228,500.00	$1,664,000.00	$1,680,640.00	$1,680,640.00	$1,697,446.40	$1,714,420.86	$1,731,565.07	$1,748,880.72	$ 1,766,369.53
Retail Sales	$ 4,234,687	$ 8,114,531	$ 10,143,164	$ 12,678,955	$ 13,312,903	$ 13,446,032	$ 13,580,492	$ 13,716,297	$ 13,853,460	$ 13,991,995
Prepacked Flower	$ 2,730,876	$ 5,232,920	$ 6,541,150	$ 8,176,437	$ 8,585,259	$ 8,671,112	$ 8,757,823	$ 8,845,401	$ 8,933,855	$ 9,023,194
Vaporizing Cartridges	$ 888,512	$ 1,702,572	$ 2,128,215	$ 2,660,269	$ 2,793,282	$ 2,821,215	$ 2,849,427	$ 2,877,922	$ 2,906,701	$ 2,935,768
Pre-Rolls	$ 203,795	$ 390,513	$ 488,141	$ 610,177	$ 640,685	$ 647,092	$ 653,563	$ 660,099	$ 666,700	$ 673,367
Edibles	$ 169,160	$ 324,145	$ 405,182	$ 506,477	$ 531,801	$ 537,119	$ 542,490	$ 547,915	$ 553,394	$ 558,928
Concentrates	$ 236,446	$ 453,079	$ 566,348	$ 707,936	$ 743,332	$ 750,766	$ 758,273	$ 765,856	$ 773,515	$ 781,250
Tinctures	$ 2,457	$ 4,708	$ 5,885	$ 7,356	$ 7,724	$ 7,801	$ 7,879	$ 7,958	$ 8,038	$ 8,118
Topicals	$ 565	$ 1,082	$ 1,352	$ 1,690	$ 1,775	$ 1,792	$ 1,810	$ 1,829	$ 1,847	$ 1,865
Batteries	$ 471	$ 903	$ 1,129	$ 1,411	$ 1,482	$ 1,497	$ 1,512	$ 1,527	$ 1,542	$ 1,558
Capsules	$ 2,324	$ 4,454	$ 5,567	$ 6,959	$ 7,307	$ 7,380	$ 7,454	$ 7,528	$ 7,603	$ 7,679
Drink	$ 81	$ 156	$ 195	$ 243	$ 255	$ 258	$ 260	$ 263	$ 266	$ 268
Total Revenue	**$ 9,197,876**	**$ 15,812,156**	**$ 18,502,005**	**$ 20,795,929**	**$ 20,936,801**	**$ 21,146,169**	**$ 21,357,631**	**$ 21,571,207**	**$ 21,786,919**	**$ 22,004,788**
Cost of Goods Sold										
Prepacked Flower	$ 1,638,526	$ 3,139,752	$ 3,924,690	$ 4,905,862	$ 5,151,155	$ 5,202,667	$ 5,254,694	$ 5,307,241	$ 5,360,313	$ 5,413,916
Vaporizing Cartridges	$ 533,107	$ 1,021,543	$ 1,276,929	$ 1,596,161	$ 1,675,969	$ 1,692,729	$ 1,709,656	$ 1,726,753	$ 1,744,021	$ 1,761,461
Pre-Rolls	$ 122,277	$ 234,308	$ 292,885	$ 366,106	$ 384,411	$ 388,255	$ 392,138	$ 396,059	$ 400,020	$ 404,020
Edibles	$ 101,496	$ 194,487	$ 243,109	$ 303,886	$ 319,081	$ 322,271	$ 325,494	$ 328,749	$ 332,036	$ 335,357
Concentrates	$ 141,867	$ 271,847	$ 339,809	$ 424,761	$ 445,999	$ 450,459	$ 454,964	$ 459,514	$ 464,109	$ 468,750
Tinctures	$ 1,474	$ 2,825	$ 3,531	$ 4,414	$ 4,635	$ 4,681	$ 4,728	$ 4,775	$ 4,823	$ 4,871
Topicals	$ 339	$ 649	$ 811	$ 1,014	$ 1,065	$ 1,075	$ 1,086	$ 1,097	$ 1,108	$ 1,119
Batteries	$ 283	$ 542	$ 677	$ 847	$ 889	$ 898	$ 907	$ 916	$ 925	$ 935
Capsules	$ 1,395	$ 2,672	$ 3,340	$ 4,175	$ 4,384	$ 4,428	$ 4,472	$ 4,517	$ 4,562	$ 4,608
Drink	$ 49	$ 93	$ 117	$ 146	$ 153	$ 155	$ 156	$ 158	$ 159	$ 161
TOTAL COGS	**$ 2,540,812**	**$ 4,868,719**	**$ 6,085,899**	**$ 7,607,373**	**$ 7,987,742**	**$ 8,067,619**	**$ 8,148,295**	**$ 8,229,778**	**$ 8,312,076**	**$ 8,395,197**
GROSS PROFIT	**$ 6,657,063**	**$ 10,943,437**	**$ 12,416,107**	**$ 13,188,556**	**$ 12,949,059**	**$ 13,078,550**	**$ 13,209,335**	**$ 13,341,429**	**$ 13,474,843**	**$ 13,609,591**

OPERATING EXPENSE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Facility Lease	$ 159,000	$ 198,750	$ 238,500	$ 243,270	$ 248,135	$ 253,098	$ 258,160	$ 263,323	$ 268,590	$ 273,962
State Renewal Fee	$ 80,000	$ 100,000	$ 100,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000
National City Permit Renewal Fee	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
General Liability Insurance	$ 7,200	$ 7,488	$ 7,788	$ 8,099	$ 8,423	$ 8,760	$ 9,110	$ 9,475	$ 9,854	$ 10,248
Marketing Expenses	$ 275,936	$ 474,365	$ 555,060	$ 623,878	$ 628,104	$ 634,385	$ 640,729	$ 647,136	$ 653,608	$ 660,144
Bookkeeping Fees	$ 13,200	$ 13,860	$ 14,553	$ 15,281	$ 16,045	$ 16,847	$ 17,689	$ 18,574	$ 19,502	$ 20,478
Legal Fees	$ 12,000	$ 12,480	$ 12,979	$ 13,498	$ 14,038	$ 14,600	$ 15,184	$ 15,791	$ 16,423	$ 17,080
Security	$ 117,530	$ 123,407	$ 129,577	$ 136,056	$ 142,858	$ 150,001	$ 157,501	$ 165,377	$ 173,645	$ 182,328
Equioment Costs	$ 20,000	$ 20,800	$ 21,632	$ 22,497	$ 23,397	$ 24,333	$ 25,306	$ 26,319	$ 27,371	$ 28,466
Meals & Entertainment	$ 2,400	$ 2,496	$ 2,596	$ 2,700	$ 2,808	$ 2,920	$ 3,037	$ 3,158	$ 3,285	$ 3,416
Internet and Phone	$ 4,200	$ 4,368	$ 4,543	$ 4,724	$ 4,913	$ 5,110	$ 5,314	$ 5,527	$ 5,748	$ 5,978
Gas, Electric, Trash	$ 72,729	$ 75,639	$ 78,664	$ 81,811	$ 85,083	$ 88,487	$ 92,026	$ 95,707	$ 99,535	$ 103,517
Salary	$ 1,382,400	$ 2,119,680	$ 2,304,000	$ 2,488,320	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640
Payroll Taxes and Benefits- Indirect	$ 276,480	$ 423,936	$ 460,800	$ 497,664	$ 534,528	$ 534,528	$ 534,528	$ 534,528	$ 534,528	$ 534,528
National City Employee Background Screeening	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Community Benefits (10% of Gross)	$ 665,706	$ 1,094,344	$ 1,241,611	$ 1,318,856	$ 1,294,906	$ 1,307,855	$ 1,320,934	$ 1,334,143	$ 1,347,484	$ 1,360,959
Total Operating Expenses	**$ 3,105,782**	**$ 4,688,612**	**$ 5,189,302**	**$ 5,593,653**	**$ 5,812,879**	**$ 5,850,564**	**$ 5,889,159**	**$ 5,928,697**	**$ 5,969,213**	**$ 6,010,742**
OPERATING INCOME (LOSS)	**$ 3,551,281**	**$ 6,254,826**	**$ 7,226,805**	**$ 7,594,902**	**$ 7,136,180**	**$ 7,227,986**	**$ 7,320,177**	**$ 7,412,731**	**$ 7,505,630**	**$ 7,598,850**
TAXABLE INCOME (LOSS)	**$ 3,551,281**	**$ 6,254,826**	**$ 7,226,805**	**$ 7,594,902**	**$ 7,136,180**	**$ 7,227,986**	**$ 7,320,177**	**$ 7,412,731**	**$ 7,505,630**	**$ 7,598,850**
California Business Tax (8.84%)	$ 313,933	$ 552,927	$ 638,850	$ 671,389	$ 630,838	$ 638,954	$ 647,104	$ 655,285	$ 663,498	$ 671,738
Less: Federal Tax (21%)	$ 745,769	$ 1,313,513	$ 1,517,629	$ 1,594,929	$ 1,498,598	$ 1,517,877	$ 1,537,237	$ 1,556,674	$ 1,576,182	$ 1,595,758
NET INCOME (LOSS)	**$ 2,491,579**	**$ 4,388,386**	**$ 5,070,326**	**$ 5,328,583**	**$ 5,006,744**	**$ 5,071,155**	**$ 5,135,836**	**$ 5,200,772**	**$ 5,265,950**	**$ 5,331,353**

6.13.1 Anticipated Federal, State, and Local Tax

In accordance with 188 WMC § 5.76.110(B), Catt Road, LLC will ensure payment of all applicable taxes pursuant to federal, state, and local law, including but not limited to state and local sales and use taxes and state excise taxes.

6.13.2 Excise Tax Payment – State of California

Pursuant to the Revenue and Taxation Code § 34011, Catt Road, LLC will collect and pay the Excise Tax under the following conditions:

1. Catt Road, LLC will charge and collect the excise tax of 15% from each patron.
2. Catt Road, LLC will provide each patron a receipt that includes the statement: “The cannabis excise taxes are included in the total amount of this invoice."
3. Catt Road, LLC will track the Excise Tax using the COVA POS System.
4. The Excise Tax will be paid to the License Distributor where the product was originally procured.

Estimate of Excise Tax Collected

Catt Road, LLC has estimated that approximately 15% of GROSS receipts (with the exception of batteries) will be collected and paid to the CDTFA.

Excise Tax Collected (15%)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Prepacked Flower	$ 409,631	$ 784,938	$ 981,172	$ 1,226,466	$ 1,287,789	$ 1,300,667	$ 1,313,673	$ 1,326,810	$ 1,340,078	$ 1,353,479
Vaporizing Cartridges	$ 133,277	$ 255,386	$ 319,232	$ 399,040	$ 418,992	$ 423,182	$ 427,414	$ 431,688	$ 436,005	$ 440,365
Pre-Rolls	$ 30,569	$ 58,577	$ 73,221	$ 91,526	$ 96,103	$ 97,064	$ 98,034	$ 99,015	$ 100,005	$ 101,005
Edibles	$ 25,374	$ 48,622	$ 60,777	$ 75,972	$ 79,770	$ 80,568	$ 81,374	$ 82,187	$ 83,009	$ 83,839
Concentrates	$ 35,467	$ 67,962	$ 84,952	$ 106,190	$ 111,500	$ 112,615	$ 113,741	$ 114,878	$ 116,027	$ 117,187
Tinctures	$ 369	$ 706	$ 883	$ 1,103	$ 1,159	$ 1,170	$ 1,182	$ 1,194	$ 1,206	$ 1,218
Topicals	$ 85	$ 162	$ 203	$ 254	$ 266	$ 269	$ 272	$ 274	$ 277	$ 280
Batteries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capsules	$ 349	$ 668	$ 835	$ 1,044	$ 1,096	$ 1,107	$ 1,118	$ 1,129	$ 1,141	$ 1,152
Drink	$ 12	$ 23	$ 29	$ 36	$ 38	$ 39	$ 39	$ 39	$ 40	$ 40
Total Excise Tax	**$ 635,132**	**$ 1,217,044**	**$ 1,521,305**	**$ 1,901,632**	**$ 1,996,713**	**$ 2,016,680**	**$ 2,036,847**	**$ 2,057,216**	**$ 2,077,788**	**$ 2,098,566**

6.13.3 Sales and Use Tax Payment

Pursuant to 16 CCR § 5002(c)(24), Catt Road, LLC will have a valid seller’s permit issued by the California Department of Tax and Fee Administration. Catt Road, LLC will collect and pay the sales tax under the following conditions:

1. Catt Road, LLC will obtain a Seller’s Permit from the California Department of Tax and Fee Administration (CDTFA).
2. Catt Road, LLC will charge and collect the Sales Tax from each patron.
3. Catt Road, LLC will electronically file a sale and use tax return and pay the tax directly to the CDTFA.

https://www.cdtfa.ca.gov/formspubs/cdtfa95.pdf

Total Sales and Use Tax Collected (8.75%)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Prepacked Flower	$ 238,952	$ 457,880	$ 572,351	$ 715,438	$ 751,210	$ 758,722	$ 766,309	$ 773,973	$ 781,712	$ 789,529
Vaporizing Cartridges	$ 77,745	$ 148,975	$ 186,219	$ 232,774	$ 244,412	$ 246,856	$ 249,325	$ 251,818	$ 254,336	$ 256,880
Pre-Rolls	$ 17,832	$ 34,170	$ 42,712	$ 53,390	$ 56,060	$ 56,621	$ 57,187	$ 57,759	$ 58,336	$ 58,920
Edibles	$ 14,801	$ 28,363	$ 35,453	$ 44,317	$ 46,533	$ 46,998	$ 47,468	$ 47,943	$ 48,422	$ 48,906
Concentrates	$ 20,689	$ 39,644	$ 49,555	$ 61,944	$ 65,042	$ 65,692	$ 66,349	$ 67,012	$ 67,683	$ 68,359
Tinctures	$ 215	$ 412	$ 515	$ 644	$ 676	$ 683	$ 689	$ 696	$ 703	$ 710
Topicals	$ 49	$ 95	$ 118	$ 148	$ 155	$ 157	$ 158	$ 160	$ 162	$ 163
Batteries	$ 41	$ 79	$ 99	$ 123	$ 130	$ 131	$ 132	$ 134	$ 135	$ 136
Capsules	$ 203	$ 390	$ 487	$ 609	$ 639	$ 646	$ 652	$ 659	$ 665	$ 672
Drink	$ 7	$ 14	$ 17	$ 21	$ 22	$ 23	$ 23	$ 23	$ 23	$ 23
Total Excise Tax	**$ 370,535**	**$ 710,021**	**$ 887,527**	**$ 1,109,409**	**$ 1,164,879**	**$ 1,176,528**	**$ 1,188,293**	**$ 1,200,176**	**$ 1,212,178**	**$ 1,224,300**

6.14 COMMUNITY RELATIONS DESIGNEE

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operations drive disruption, Catt Road, LLC will welcome the feedback so that, as a company, they can work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from neighbors through a couple of different means.

First, Catt Road, LLC will distribute company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Pursuant to 188 WMC § 5.76.110(M), Catt Road, LLC will provide the city with the name, phone number, facsimile number, and email address of an on-site community relations representative or staff member or other representative whom the city can contact regarding operating concerns associated with the cannabis business.

6.14.1 Catt Road, LLC Relations Designee

- Name: Alex Dos Santos
- Phone Number: 480-329-9439
- Email: alex@cakehousecannabis.com

6.14.2 Changes to Designee

Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days of any such change. This information will further be distributed to neighboring businesses as well. Catt Road, LLC sees this as means to get to know the neighbors and establish transparent, healthy working relationships.

6.14.3 Accepting Complaints

Catt Road, LLC will post a complaint form on their website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Operations, who will review them daily. The Director of Operations will hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. Below is an example of the complaint form Catt Road, LLC will make available via the company's website.

All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

6.14.4 Nuisance Prevention

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways to give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Consumption of alcohol or cannabis in any form will be strictly prohibited on the premises. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. These efforts will work to prevent any and all noise related problems associated with people gathering on the premises.

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

7. Fire Protection Plan

7.1 Plan Summary

Catt Road, LLC is proposing the brand-new construction of an adult use retail dispensary on Bundy Canyon Rd. in Wildomar, California. New construction provides a specific advantage in terms of implementing an efficient and effective fire protection plan. The facility will be constructed from the ground up using fire rated material in accordance with the requirements of the City of Wildomar Fire Code. Catt Road, LLC intends to have several different fire prevention and suppression systems in place to address any and all possible fire, hazardous material, and inhalation issues/threats that exist in the facility.

Catt Road, LLC will work directly with the building code officials, inspectors and the City of Wildomar Fire Marshall to ensure that the building construction is compliant will all codes and regulations and provide ample protection for the facility and ultimately the employees, patrons, and community.

Beyond the development of a safe facility, Catt Road, LLC has created operational procedures will be incorporated into day to day activities that will work to prevent a fire from occurring. This will include routine inspections, proper system maintenance, and maintaining compliance with building, electrical, plumbing and fire codes set forth by state and local regulating bodies. The building will feature sprinkler systems, strategically placed fire extinguishers, and emergency access Knox boxes that will aid is the quick suppression of a fire in the event that it occurs.

Catt Road, LLC will also be installing a fire alarm system that will be monitored 24 hours a day 7 days a week by a professional monitoring company. Catt Road, LLC will utilize the latest technologies offered to further provide environmental controls effective for responding to emergency situations such as a fire. For example, Catt Road, LLC will be enables to remotely shut down HVAC systems using an app in the event of a fire. This ability help minimize fire spread.

Catt Road, LLC is committed to establishing a safe and compliance facility and is confident that this fire plan will prove the thought and due diligence of the team. Catt Road, LLC looks forward to engaging with the City and County Officials to ensure the implementation of this plan meets and/or exceeds the City's expectations.

7.2 Faculty Fire Prevention, Suppression, HVAC, and Alarm Systems

7.2.1 Fire Prevention System

Catt Road, LLC views fire prevention as an essential element to be incorporated into day-to-day operations. By incorporating fire prevention activities into basic operations, Catt Road, LLC can address the risk of a fire before the fires even ignites. Catt Road, LLC understands that one of the most effective tools for fire prevention is regular inspections. Regular property inspections will be conducted to identify vulnerable areas throughout the facility and once identified, to fix them. These vulnerable areas can be things like overloaded electrical outlets, improperly maintained systems, and improperly stored materials. Should any of these problems be identified, Catt Road, LLC will take the appropriate actions to remove the threat and to ensure it does not get to be that way again. As part of the inspection, Catt Road, LLC will monitor the following things as means to prevent the risk of fire:

1. Accumulation of trash and debris: Approved waste containers that are appropriately sized, shall be provided and stored in an approved location.
2. Combustible Storage: Storage of combustible materials in buildings will be maintained in an orderly manner and be separated from heating or ignition sourced by distance or shielding so that ignition cannot occur.
3. Ignition Sources and Open flames: Ignition sources and open flames will be separated from flammable and combustible materials.
4. Maintenance of Exiting:

    a. The minimum exit access widths shall be maintained always.
    b. The Minimum aisle widths shall be maintained always.
    c. Enhanced building security shall not interfere with exiting measures and will by no means impede egress for the facility's occupants or firefighters in the event of an emergency.
    d. Electronic access control, if installed, shall not interfere with the exiting components.
    e. All locking hardware on doors (interior or exterior) shall meet the minimum requirements for exiting.
    f. All doors and door hardware shall be identified on the specifications and plans.
    g. All exit doors, passageways and exit corridors will remain free of any obstruction and maintained as required by the City of Wildomar Fire Code.
    h. Any security device or system that emits any medium that could obscure a means of egress in any building, structure or premise will be prohibited and be maintained in accordance with the City of Wildomar Fire Code. Specifically, any / all electronic controlled access, enhanced security or other similar equipment shall be submitted to the City of Wildomar for review and approval.
    i. Emergency Lighting with battery backup will be provided in all exit passageways and exit corridors. j. Exit signs shall be installed above all exits and maintained as required by code.

5. Fire Department Access
    a. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, a KNOX key box or key switch will be installed in an approved location. The key box or key switch will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the City of Wildomar Fire Code.
    b. All required exterior doors will remain operable for emergency access by firefighters. Eliminating the function of any exterior doors will require prior approval that cannot be granted in every circumstance, and where allowed, the door must be marked with a sign stating, "THIS DOOR BLOCKED".
    c. Rooms containing fire protection equipment (fire alarm panels, fire sprinkler valves, etc.), controls for air-conditioning equipment, utility equipment for gas or electrical service and rooms containing hazardous materials will be provided with identifying signage to aid firefighters.
6. Fire Extinguisher Maintenance.

a. Portable fire extinguishers shall be installed in M and S occupancy groups per the City of Wildomar Fire Code. The size and distribution of portable fire extinguishers shall also be in accordance with the City of Wildomar Fire Code and at the discretion of the City of Wildomar Fire Marshal. Catt Road, LLC will strategically locate all extinguishers per code.

7. Electrical Hazards/Extension Cords
    a. Electrical panels and service equipment will be clearly identified with a clear space of not less than 30 inches in width, 36 inches in depth and 78 inches in height. Storage will not be permitted within the above dimensions.
    b. Catt Road, LLC understands that the City of Wildomar Fire Code prohibits the use of extension cords or power strips as permanent wiring to equipment, lighting, fans, etc. When Electrical extension cords are used, they will U.L. approved, free of damage and used in accordance with the City of Wildomar Fire Code.
8. Hazardous Materials (General)
    a. Hazardous materials or hazardous waste will not be stored or handled at this facility apart from housecleaning products, which will be stored in a safe location. Catt Road, LLC understands that Cannabis Waste is regulated and must be handled in accordance with all applicable laws and regulations. All Cannabis Waste will be stored according to law, in a locked receptacle in a limited access area, and will only be disposed of by a licensed waste management company. Catt Road, LLC will be utilizing GAIACA for waste management.

7.2.2 Fire Suppression System

Sprinkler System

Exceeding the requirements of the International Fire Code, the Catt Road, LLC's facility will be protected with a new automatic sprinkler system. One (1) 4" diameter fire riser will be located within a dedicated riser room is provided for the building. The riser room will provide direct exterior access.

The new sprinkler system will provide coverage in accordance with NFPA 13 - Standard for the installation of Sprinkler Systems. Sprinklers will provide the following densities:

Use	Sprinkler Density
Office/Reception	Light Hazard 0.1 gpm/ft^2 over most hydraulically remote 1500 ft^2
Retail/Storage	Ordinary Hazard, Group 2 0.2gpm/ft^2 over the hydraulically remote 1500 ft^2

The new riser rooms are of 1-hour fire-resistance rated construction and provide direct exterior access in accordance with CFC Section 916.3. The riser rooms will be maintained and provided with necessary

HVAC equipment to maintain the temperature of the room between 40 degrees - 100 degrees Fahrenheit. Permanent lighting with backup power will be provided, if not already provided.

The new sprinkler system will be modified as necessary to provide the minimum design criteria noted above and maintained to ensure proper function.

Signage that will identify the riser rooms will be maintained on the exterior door of the room. And on the exterior doors leading to the area being discussed.

Knox Key Access

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, a key box will be installed by Catt Road, LLC in an approved location. The key box will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the City of Wildomar Fire Code.

All required exterior doors will remain operable for emergency access by firefighters. Eliminating the function of any exterior doors will require prior approval that cannot be granted in every circumstance, and where allowed, the door must be marked with a sign stating, “THIS DOOR BLOCKED”.

Rooms containing fire protection equipment (fire alarm panels, fire sprinkler valves, etc.), controls for air- conditioning equipment, utility equipment for gas or electrical service, and rooms containing hazardous materials will require identifying signage to aid firefighters.

New Knox Boxes will be provided outside of the riser rooms and the main entry and will be maintained with keys to allow Fire Department Access.

Facility Fire Extinguishers

Catt Road, LLC employees assigned firefighting duties will be trained by a qualified person(s) to know the locations and proper use of portable fire extinguishers or other manual fire-fighting equipment and the protective clothing or equipment required for its safe and proper use. Portable Fire extinguishers will have a rating of not less than 2- A or 2-A10 BC will be provided within 75 feet travel distance to all portions of the building on each floor (see diagram), also for any electrical room portable fire extinguishers with a rating not less than 10BC will be provided. All installation of Fire Extinguishers will comply with CBC Section 906. All Fire Extinguishers will have proper signage as to location, they will be place on hangers at a height of no greater than 5 feet and no lower than 3 1⁄2 feet and will be located in areas that will be free of storage and access will be continually maintained.

7.2.3 HVAC System

Catt Road, LLC will have a complete HVAC air purification system which is typically used in high-grade hospitals and surgical facilities, to ensure that the odor of cannabis will not emanate beyond the walls of the building. The system will use a two-phase filtration and odor neutralization system consisting of carbon filters, known as “scrubbers”. This will be followed by a 100% organic zone-infused air system for eliminating cannabis odors effectively. Carbon filters use activated carbon to chemically absorb smells and other impurities from the air that is pushed or pulled through the filter. The system is designed to actually pull the odor out of the air and then neutralize any odor that passes through filters. HVAC systems will be cleaned by an outside contractor bi-annually.

7.2.4 Alarm System

Catt Road, LLC will have installed a new manual fire alarm system that activates the occupant notification system in accordance with CBC 907.4 and 907.2.5. The system is capable of voice evacuation system using speaker strobes. In addition, an automatic smoke/carbon monoxide detection system will also be installed to ensure the safety of the occupants of the building. A dedicated space (approved by Fire Department) will be used to install a Matrix and Graphic annunciator in order to make it simpler for Firefighters to detect the area of the fire in the shortest possible time. The Fire/Alarm System Monitoring will be contracted to:

ADT Alarm Monitoring Services, (951) 824-7205 1120 Palmyrita Ave, Riverside, CA 92507.

With the ADT Mobile App, notifications are immediately sent to authorized users as well as authorities in the event of a fire. The mobile app further allows any authorized user to remotely shut off the HVAC system from the app to help minimize fire spread.

7.2.5 Emergency Protocols

Accident and Reporting Procedures

Upon receipt of information regarding a fire or other emergency, the Chief Operation Officer and/or his designated employee will verbally report said emergency to the occupants of the building and direct the occupants to the designated assembly area. Subject building is not equipped with a “private mode alarm system”.

In the event an emergency requiring a “defend in place” response occurs, all window and door openings will be secured, and the buildings HVAC system will be deactivated. The occupants of the building will be directed to stay inside until said emergency has been mitigated and an all clear has been declared by the police and fire departments.

Upon receipt of a report of fire or other emergency that requires the building to be evacuated, the Chief Operation Officer and/or his designated employee will verbally announce the emergency to the occupants and begin a safe and timely evacuation of the building, the Chief Operation Officer and/or his designated employee will ensure that the building has been completely evacuated, including those individuals who need evacuation assistance, and direct occupants to the designated assembly area.

Once all are assembled, the Chief Operation Officer and/or his designated employee will perform an accountability check of all occupants.

Written and Physical Mechanisms in Place to Deal with Fire

A copy of a written "Fire Emergency Procedures" document will be maintained on the premises in both the retail area and managers office. Catt Road, LLC will ensure that the document is clearly identified as "Fire Emergency Procedures" and kept in an accessible location at all times.

The "Fire Emergency Procedures" document shall include the following Step by Step Process language:

1. In the event of a fire emergency, the Chief Operation Officer or his/her designated employee(s) shall call 9-1-1 to report the fire incident.
2. The Chief Operation Officer or his/her designated employee(s) shall direct the occupants of the building to the nearest exit and to the predesignated assembly location which will be in the parking lot north of the building.
3. If safe to do so, the Chief Operation Officer will utilize the onsite portable fire extinguishers to suppress the fire. If the fire cannot be suppressed or contained, the Chief Operation Officer and Catt Road, LLC employees shall vacate the premises and alert the surrounding businesses of the fire.
4. Upon arrival to the predesignated assembly location, the Chief Operation Officer shall account for all occupants of the Catt Road, LLC facility and render first aid, as necessary.
5. Upon termination of the incident, the operations manager shall interface with the local fire department to determine how the fire started and what precautionary measures should be taken to prevent future fires.

Emergency Plans and Evacuation Drills

The reporting of emergencies, coordination with emergency response forces, emergency plans, and procedures for managing or responding to emergencies will comply with the provisions of the City of Wildomar Fire Code.

Emergency evacuation drills complying with provisions of this section will be conducted by Catt Road, LLC at least annually for facilities that have been identified as a Group F occupancy as defined in the City of Wildomar Fire Code or when required by the fire code official. Drills shall be designed as described in the City of Wildomar Fire Code.

Evacuation Routes

In the event of a building evacuation, the Chief Operation Officer will direct the occupants of the building to the closest exit and assemble in the designated safety zones. Once the evacuated occupants are assembled in the designated assembly area, the Chief Operation Officer, or his designated employees, will confirm that all building occupants are accounted for.

All Exit Doors (except the main entry door- which will be staffed by security personnel) will be alarmed so that no unauthorized entrance or exiting of the building can take place. Access controlled doors will have exiting hardware designed so that they will automatically unlock when an Alarm is activated so

that occupants may exit from the building during an emergency incident. Additionally. All exit passages will meet all American with Disabilities Act (ADA) requirements and will have automatic door openers.

Exit signs will be in full compliance with CBC 1012. Exit signs will be connected to an emergency power system that will provide an illumination of not less than 90 minutes in case of primary power loss. The emergency power system shall consist of storage batteries.

The primary Safety Zone will be located at the furthest point of the parking lot adjacent to the Occupancy. Catt Road, LLC will clearly mark the location with a noticeable sign that reads “Evacuation Assembly Area”.

If the occupancy is required to be evacuated for any reasons the On-Duty Manager will be responsible to provide direction to the Safety Zone during the evacuation. The evacuation location will be posted at the Exit Doors and the Managers will document who was in the facility at the time of the evacuation and will utilize a specially developed recording card similar to a Triage Tag which all First Responders (Fire/EMS/Police) are familiar in reading and using.

Emergency Evacuation Procedures

In the event of an emergency threatening the safety of employees and visitors at Catt Road, LLC, a building evacuation may be necessary. All Catt Road, LLC staff should plan and discuss the following evacuation procedures:

Employee Responsibilities

Anyone that observes an emergency condition or situation should call 911. All regular staff will direct any temporary employees, contractors, truck drivers, or other visitors to the proper exits and routes to the meeting places.

- When evacuation of the building is required, employees should take the proper evacuation routes, which are the shortest routes to the outside of the building.
- Enact safety procedures unique to each area of the building.
- Plan for two escape routes, since one exit might be blocked by fire, or other obstructions. Proceed around the **perimeters** of the main building complex to the designated “Assembly Area”.

Chief Operation Officer Responsibilities

- The Chief Operation Officer will do a sweep of the building prior to exiting the building to ensure that all personnel have safely evacuated.
- The Chief Operation Officer will confirm all perimeter doors are closed and locked, precluding unauthorized and unsafe entry by others.
- The Chief Operation Officer will confirm that any occupant with a disability is safely assisted or removed from the building and taken to the Assembly Area.

Assembly Areas

Primary Assembly Area: The employee north parking lot (or other designated area) for all evacuees. (see Site/Facility Plan)

Secondary Assembly Area: In the event the Primary Assembly Area is compromised, evacuees will be directed to assemble at a safe location and distance west of the building at the entrance to the property.

Upon arriving to the Assembly Area, immediately report to the Chief Operation Officer who will:

- Cross check the "Emergency Evacuation Accountability Sheet" as well as the "Visitor Sign in Sheet" noting if all building occupants are accounted for.
- Write in the names of any visitors, temporary associates, or new employees that are not on the list.
- Provide first aid assistance to anyone who was injured during the evacuation.
- Monitor the incident and communicate with both the evacuees and emergency response personnel and await further direction before allowing the evacuees to leave the premises or reenter the premises.

Emergency Drills will be performed twice yearly. A designated person will time the evacuation and email each department head to see how they feel the drill went. Catt Road, LLC will maintain a log of each emergency drill performed by completing the below "Emergency Evacuation Drill" form (see below). These forms in their entirety will be made available to the City of Wildomar Fire Department upon request.

Currnt Cannabis

EMERGENCY EVACUATION DRILL FORM

Drill conducted by: First Name _____ Last Name _____

Contact Information: Phone: _____ Email: _____

Date and time: Month _____ Day _____ Year _____ Time _____

Notification method: Verbal _____ Phone _____ Other _____

Number of Employees participating # ____

Number of occupants evacuated # ____

Special conditions simulated (Describe)

_____

_____

Problems encountered (if any)

_____

_____

Weather conditions when occupants were evacuated

_____

_____

Time required to accomplish complete evacuation. Hours _____ Minutes _____

Supervisor _____

Supervisor's Signature _____

7.3 Occupancy Classification

Based on the Use and Occupancy Classifications Listed in Chapter 3 of the International Building Code (IBC), and International Fire Code (IFC), the Catt Road, LLC facility will seek Mercantile Group M Use and Occupancy.

The Catt Road, LLC project will be an adult-use retail cannabis facility within a single-story commercial building. The project will consist of the development of a new facility located at

23825 Catt Road, Wildomar, CA 92025

Catt Road, LLC intends to build a 3,936 square foot facility using the latest of technologies and state of the art materials offering 3,936 square feet of retail space. The remaining space will be utilized for storage, secure delivery, and other administrative purposes required for the retail operation. Complete building plans for the facility will be submitted to the Wildomar Building and Safety Department and will be required to meet all CBC (California Building Code) regulations. Every aspect of the building has been extensively studied so that it will be in compliance with the required guidelines and Catt Road, LLC plan is to adhere to the most restrictive requirements to ensure the safety of the public. General plans for the facility can be viewed below.

7.4 Hazard Communication

As Catt Road, LLC is a retail sales cannabis facility, hazardous gases will not be used or stored. Therefore, gas monitoring equipment will not be required or installed at this location. Other than the required fire and life safety construction requirements required by code at the time of construction (i.e. fire rated walls, fire rated corridors, doors, and door assemblies) there are no special “safety features” in place.

Chemicals stored at Catt Road, LLC will be limited to small quantities (below reportable quantities) of basic household cleaning supplies which may include:

- Bleach Wipes.
- Disinfectants.
- Dish Soap.
- Scouring Powder.
- Window Cleaner.
- Detergents.
- Bug spray.
- Hand Soap.

The above products will be stored in an approved cabinet in the either the restroom or break area.

Catt Road, LLC follow the guidelines provided in IFC Section 407 and ensure the appropriate paperwork made accessible to the fire code official for all hazardous or potentially hazardous materials on stored on the premises. Additionally, IFC Sections: 5001.3 - 5001.6.3 will be consulted. Catt Road, LLC will ensure responders are provided the information of the hazardous chemicals that is on the property. Should Catt Road, LLC have any hazardous materials on the premises, the following policies will be strictly enforced:

- Material Safety Data Sheets (MSDS) must be on property and made easily accessible.
- Containers and/or packages related to hazardous materials must be properly labeled and warning signage must be properly displayed and easily visible.
- All persons must be trained on what to do in the event of an emergency involving hazardous material on the property.

7.4.1 Written and Physical mechanisms in place to deal with Hazardous Materials/Inhalation Procedures

A copy of a written “Hazardous Materials/Inhalation Procedures” document will be maintained on premises in both the retail area and managers office. Said document shall be clearly identified as “Hazardous Materials/Inhalation Procedures” and kept in an accessible location at all times.

The “Hazardous Materials/Inhalation Procedures” document shall include the following Step by Step Process language:

1. In the event of a Hazardous Materials/Inhalation incident, (i.e. significant spillage of cleaning products, hazardous gas produced resulting from mixing of incompatible cleaning products) the Chief Operation Officer or his/her designated employee(s) shall call 9-1-1 to report the incident.
2. The Chief Operation Officer or his/her designated employee(s) shall direct the occupants of the building to the nearest exit and to the predesignated assembly location which is in the parking lot north of the building.
3. If safe to do so, the Chief Operation Officer will utilize the onsite hazmat absorbent pad or mat to absorb and control the spill. If the spill cannot be contained, the Chief Operation Officer and Catt Road, LLC employees shall vacate the premises and alert the surrounding businesses of the chemical incident.
4. Upon arrival to the predesignated assembly location, the Chief Operation Officer shall account for all occupants of the Catt Road, LLC facility and render first aid, as necessary.
5. If an employee has come inContact with a hazardous material (i.e. splashed in eyes, on skin or clothing) the Chief Operation Officer or his/her designated employee shall have the victim remove the contaminated clothing and flush the affected area with water.

Upon termination of the incident, the operations manager shall interface with the local fire department to determine how the incident occurred and what precautionary measures should be taken to prevent future hazardous

8. Safety and Security Plan

8.1 Security Summary

Catt Road, LLC takes its responsibility of security and safety seriously and as an experienced operator will ensure its security plan is superior to industry best practices and is effective at providing the ultimate level of safety for its employees, and the community of Wildomar. Catt Road, LLC has designed a security system that brings the best security practices from high-risk industries that creates a comprehensive plan that not only addresses each core aspect of its operation, but also are compliant with all local, county, and state government-mandated security requirements. Catt Road, LLC will regularly monitor its security plan to ensure effectiveness and revise as needed. All revisions will be coordinated in parallel with reviews with local law enforcement officials, and an independent third-party review with a licensed private security company.

Catt Road, LLC will implement strict security protocols that address all risks associated with unauthorized entry, theft, employee safety, and community safety. These measures, detailed below, will describe the installation, and use of an effective, industry leading video surveillance system, alarm system, and access control system. This Security Plan has been provided by Safe and Sound Security, one of California's Premiere custom security Systems.

About Safe And Sound Security

At Safe And Sound, we pride ourselves on being California's premier providers of custom security systems. More than 10,000 homeowners and businesses trust to help protect them from break-ins, theft, fire, vandalism, over the past decade. And while we specialize in security system installation, we know our business is really about people first – a priority that sets us apart from the crowd. We're committed to providing the highest-quality, custom security solutions and the best in customer service in the industry.

Our Approach

As California's leading providers of modern security solutions, our approach emphasizes creating a custom-made system tailored to every customer and project's individual needs, for a white-glove, Michelin Star-like experience.

We occupy a space in the market that doesn't get a lot of competition. As a medium-sized security company, we're able to adapt to an ever-changing technology environment that smaller mom-and-pop and larger national security companies can't stay on top of. We invest in continued training and education, so our employees can stay on the cutting edge of the security field, and we're brand-agnostic, so we can offer a customized system for each customer's needs - no matter how large or small the project.

Your Custom Security Plan

Safe and Sound Security will be installing a 26 camera system to cover the perimeter and interior of the space. The cameras in orange on the map below indicate a high mega pixel to comply with regulations regarding point of sales. Cameras in blue are basic turrets, and cameras in red indicate the cameras that will be used for video verification. All wires will be ran back to the security room. The CMVR will be installed in the security room with 90 days of onsite storage and 7 days of cloud back up.

Camera Quote

Description	Price	Quantity	Total
4 MP EXIR CMOS Network Turret Camera 2.8MM 2.8mm 4MP Turret (Discontinued) DS-2CD2342WD-I	$225.00	4.00	$900.00
2 MP Outdoor IR Network Turret Camera The Hikvision DS-2CD2323G0-I Outdoor IR Turret Camera provides high definition network output. It supports H.265+ video compression technology, which assures savings in bandwidth and storage. Minimum Illumination: Color: 0.028 Lux @ (f/2.0, AGC on) Up to 1920 x 1080 Resolution 2.8 mm and 4 mm Fixed Lens Options H.265+/H.265/H.264+/H.264 Main Stream: 30 fps (1920 × 1080, 1280 × 960, 1280 × 720) EXIR 2.0 Range Up to 100 ft (30 m) 12 VDC ± 25% (PoE 802.3af), maximum 7.5 W	$144.29	22.00	$3,174.38
12U Wall-Mountable & Lockable Server Rack Arrow Wire WALLMOUNT DUAL SWING 24X22X24 10/32 PLEX DOOR W/SIDES,TOP BOTTOM 12RU BLK	$860.00	1.00	$860.00
Video Verification Video Verification Monthly Service	$50.00	4.00	$200.00
Turret Back Box Turret Back Box	$30.00	8.00	$240.00
Cat5e Cat5e	$101.76	7.00	$712.32
RAID CMVR w/ 50TB Hard drive Eagle Eye CMVR 820, 2U rackmount device with 50TB ~ 30 days storage for 180 SD cameras, 4 days on premise buffering	$10,873.91	1.00	$10,873.91
Eagle Eye Switch (24 Port Managed POE+, with 2xGig Uplink) Eagle Eye Switch (24 Port Managed POE+, with 2xGig Uplink)	$823.50	2.00	$1,647.00
Camera Installation Labor Labor for Camera job	$8,300.00	1.00	$8,300.00
Engineering Engineering	$248.00	1.00	$248.00
Eagle Eye VMS HD5 7 Days Cloud Recording Monthly 7 day 5MP Cloud Recording	$55.00	4.00	$220.00
Eagle Eye VMS HD2 7 Days Cloud Recording Monthly 7 day 1080p Cloud Recording	$15.00	22.00	$330.00
Safe and Sound Security Camera Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$103.08	1.00	$103.08
		Camera Sub Total	$27,808.69

Burglar Alarm Quote

Description	Price	Quantity	Total
IQ Panel 2+ (Qolsys & Interlogix) PowerG IQ Panel 2+ (Qolsys & Interlogix)	$525.00	1.00	$525.00
IQ 2 Auxiliary Keypad (Qolsys) IQ2 Auxiliary keypad	$199.43	1.00	$199.43
PowerG 915Mhz Wireless Dual Tech Motion Detector (DSC) Motion Detector, Wireless	$85.00	12.00	$1,020.00
PowerG 915Mhz Wireless Panic Key (DSC) Panic Button, Wireless	$45.00	5.00	$225.00
PowerG 915Mhz Wireless Glass Break Detector (DSC) Glass Break, Wireless	$85.00	2.00	$170.00
PowerG 915Mhz Wireless Door/Window Contact (DSC) Door/Window Contact, Wireless	$32.00	6.00	$192.00
PowerG Wireless Door/Window Contact with Auxiliary PowerG Wireless Door/Window Contact with Auxiliary	$28.91	1.00	$28.91
amseco Hardwired Commercial Overhead Door Contact Overhead Door Contact	$27.00	1.00	$27.00
Brinks Alarm Monitoring with Alarm.com Interactive Monthly Monitoring Package for Interactive Control	$59.99	1.00	$59.99
Alarm Labor Alarm Labor	$992.00	1.00	$992.00

Burglar Alarm Quote

Description	Price	Quantity	Total
Safe and Sound Security Burg Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$47.99	1.00	$47.99
		Burglar Alarm Sub Total	$3,487.32

Access Control Quote

Description	Price	Quantity	Total
ACS6000 Brivo On Air Control Panel Brivo Onair ACS6000 Two (2) Reader Ethernet Control Panel	$1,588.73	1.00	$1,588.73
2 reader expansion board Two Reader Expansion Board [Does not support OSDP readers or wet outputs]	$443.30	3.00	$1,329.90
HID Prox Card ProxCard Clamshell Cards (50 ct) DKS HID Prox Card ProxCard Clamshell Cards (50 ct)	$356.00	1.00	$356.00
ACS6000 Expansion Chassis Brivo ACS6000 Expansion Chassis (Accommodates two (2) expansion boards) - compatible with all Brivo ACS5000 and ACS6000 series panels	$590.00	1.00	$590.00
Brivo Onair Tier 1 Reader Monthly Data Plan Brivo Monthly Cloud Subscription Tier 1 (reader 1 and 2)	$40.00	7.00	$280.00
18/ 2 STR JKT CL2P 1M BX BGE (Access Control) 18/2 Plenum access control wire	$203.98	2.00	$407.96
18/ 4 STR JKT CL2P 1M BX BGE (Access Control) Cable Length: 1000 ft Connector on First End: Bare Wire Connector on Second End: Bare Wire Device Supported: Burglar Alarm, Intercom, Phone, Speaker Color: Natural	$363.02	2.00	$726.04
18/ 6 STR OAS CL2P 1M RL BGE (Access Control) Cable Length: 1000 ft Connector on First End: Bare Wire Connector on Second End: Bare Wire Shielding: Yes Device Supported: Burglar Alarm, Intercom, Phone, Speaker	$325.98	2.00	$651.96
Recessed Magnetic Contact w/ terminal connection Door/window contact, recessed, terminal connection	$2.75	7.00	$19.25
3 CONDUCTOR LINE CORD Power cord for AL600ULACM	$8.52	1.00	$8.52
Combo Tri Tech and keypad Reader (Single Gang) Brivo single gang bi-technology reader with keypad. Supports 125 kHz Proximity and 13.56MHz Smartcard credentials. Also Brivo Onair Pass (BCP) BLE enabled.	$510.00	7.00	$3,570.00
Access Power Controller w/ Power Supply/Charger Enclosure Access Power Controller w/ Power Supply/Charger, 8 Fused Relay Outputs, 12/24VDC @ 8A, FA, 115VAC, BC400 Enclosure	$450.00	1.00	$450.00
Engineering Engineering	$248.00	1.00	$248.00
Access Control Labor Access Control Labor	$5,750.00	1.00	$5,750.00
Safe and Sound Security AC Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$47.99	1.00	$47.99
		Access Control Sub Total	$16,022.35

Sub Total	$47,318.36
Tax	$2,685.49
Grand Total	$50,003.85

8.2 Video Surveillance System

Surveillance cameras will cover the entire perimeter of the Catt Road, LLC facility, a minimum of 20 feet from all entrances and exits, point of sale areas, internal and external areas where diversion of cannabis could potentially occur, and all limited-access areas.

Catt Road, LLC asserts that it will comply with the security requirements outlined in 188 WMC § 5.76.110(Q)(1) and ensure that the facility is well equipped with a video surveillance system that meets all of the following requirements:

1. Security cameras and digital storage of recordings will be maintained in good condition and used in an on- going manner, twenty-four hours per day, seven days per week.
2. The security system will maintain at least 90 days of digitally recorded video for each security camera in the licensed premises. Security footage will be stored in an MPEG4, MJPEG, H.264, or another format approved by the local licensing authority in writing.
3. Security cameras will provide adequate and sufficient coverage for the facility, which will include, but need to be limited to, all limited access areas, all areas of ingress and egress, point of sale, the public areas, storage areas, and any other areas as required by this 188 WMC § and the MAUCRSA.
4. The video surveillance system will be equipped with a failure notification system that provides prompt notification to the manager of record of Catt Road, LLC premises of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen minutes.
5. The video surveillance system will have sufficient battery backup to support a minimum of fifteen minutes of recording in the event of a power outage.

The security camera system will have the ability to be monitored on a computer by any Catt Road, LLC employee in the position of Security Manager, CEO, COO, Operations Manager, and Security Agent. Security Agents will utilize live video surveillance when the business is operational to randomly document license plates, physical entry threats, and other potential threats.

Digital security recordings will be backed up and securely stored in Security Room for 365 calendar days. Please see security overlay for location.

Access to this room will only be granted to Catt Road, LLC's Security Manager, CEO, COO, Operations Manager, and Security Agents. Pursuant to 16 CCR § 5044, if a request is made for Catt Road, LLC to provide a copy of specific surveillance recordings, Catt Road, LLC will provide a copy of the recordings to the Riverside Sheriff's Department, Wildomar Council Officials who govern the cannabis program, The California Bureau of Cannabis Control, and any additional relevant government authorities in any form of law enforcement requests, whether it be digital or physical media, within the timeframe the authority requests.

8.2.1 Vendor

Catt Road, LLC will be contracting Safe and Sound Security for surveillance camera equipment. Safe and Sound Security is a security installer that stays on the cutting edge of technology. As the largest growing commercial security company in California, they have the experience and the expertise to help Catt

Road, LLC create the most effective security plan specific to the unique needs of both the industry and the goals of the company. Catt Road, LLC will also utilize Safe and Sound Security for the installation of exterior lighting as required by the WMC ordinance. The licensed contractor license number of Safe and Sound Security is:

The Alarm Company Operator (ACO) number of Safe and Sound Security is: 6672.

- Chown, Patrick Anthony
- 2300 Clayton Road, #1230
- Concord, CA, 94520-2100
- Contra Costa County

8.2.2 Locations/Angles of all Cameras

Security cameras and digital security recordings will be placed as highlighted in the Security Overlay. Please see section 8.8 below.

8.2.3 Power Failure

Pursuant to 16 CCR § 5043, if there is any connection interruption, power failure, or other circumstance that forces Catt Road's security camera system to cease recording for any amount of time, Catt Road, LLC's Cannabis's security manager and security agents will automatically be notified via an online notification.

8.3 Alarm System

The entire Catt Road, LLC facility will be a limited access area. Visitors and employees will enter the main Check- in/Lobby area.

Catt Road, LLC's approach towards securing points of entry and exit has begun with an independent site assessment that lays out a plan of physical access securing entry and exit points, see the Security Overlay in section 8.8.

8.3.1 Equipment

With the executive team of Catt Road, LLC bringing years of experience successfully securing high value cannabis operations, Catt Road, LLC understands the extremely pertinent need for a state-of-the-art intrusion detection system to safeguard stored legal cannabis, large amounts of money, and countless additional valuable assets within the Catt Road, LLC facility.

Catt Road, LLC will have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services in compliance with 188 WMC § 5.76.110(Q)(2).

Catt Road, LLC will have intrusion detection sensors installed on entrance, exit, and window within the Catt Road, LLC dispensary to detect unauthorized entry. In addition, off-site state compliant 24-hour digital video recorded surveillance, armed security agents, a metal detector, metal detector wands, panic alarms, access control points, and ballistic proof walls will secure every entrance and exit of the Catt Road, LLC dispensary.

8.3.2 Vendor

Pursuant to 16 CCR § 5047, as a California Department of Consumer Affairs Bureau of Security and Investigative Services licensed alarm operator, Safe and Sound Security will be installing, maintaining, monitoring, and responding to any alerts generated by Catt Road, LLC's alarm and panic button system. Abiding by the definition of an alarm system pursuant to Bus. & Prof. Code § 7590.1(n), the alarm system will signal the presence of a hazard requiring urgent attention to which the police may respond. To ensure there will be comprehensive alarm coverage in the event of an emergency, the locations alarms will be placed are highlighted in the Security Overlay provided in section 8.8.

8.3.3 Records

Upon request from the Bureau of Cannabis Control, the Riverside Sheriff's Department, or any additional relevant government authority, Catt Road, LLC will provide any records related to the alarm system's operations, maintenance, and activity with 24 hours of the request.

8.4 Access Control

Catt Road, LLC will install access control systems at the point of entry for all restricted areas as means to prevent theft and diversion of cannabis products. Catt Road, LLC will again utilize the professionals of Safe and Sound Security for the installation of the access control system. The system installed will provide the following to the Catt Road, LLC team:

1. Continuous monitoring and tracking of entries and exits. No one gains access without proper authorization. An alert will sound when unauthorized access is attempted.
2. Extensive audit trail. This detailed information shows who was where, at what times, allowing you to better manage employee access.
3. Remote access if desired. Authorized personnel can make system changes and review audit trails from wherever they are.

To prevent unauthorized entry into limited-access areas, Catt Road, LLC will implement the following measures:

1. Posting signage at each entrance and exit of limited-access areas stating: "DO NOT ENTER - Limited-access area. Access limited to licensed personnel and authorized escorted visitors."
2. Positioning security cameras to ensure comprehensive coverage of all entrances and exits of limited-access areas.
3. Training Catt Road, LLC security agents to not allow any individuals into limited-access areas with the exception of specifically authorized Catt Road, LLC employees, and visitors.
4. Catt Road, LLC will install sensors at each entry and exit of each limited-access area.

8.4.1 Employee Badges

Pursuant to 16 CCR § 5043 Catt Road, LLC will provide all employees with security badges that must be worn at all times while engaging in Commercial Cannabis Activity. The employee badge for the: Co-Presidents, COO, CEO, Security Manager, Operations Manager, and Inventory Control Agents will include the following:

1. The Catt Road, LLC "doing business as" and license number
2. The employee's first name
3. The employee number uniquely assigned to the employee for identification purposes
4. A color photograph of the employee that is at least 1 inch in width and 1.5 inches in height
5. Lamination

The nameplate for Security Agents will be:

1. A nameplate that is at least 4 inches in width and 2 inches in height, with the first and last names of the security agent, and the word "SECURITY" at least three fourths inches high
2. Located at the chest level of the security agent

All employee badges will be linked into Catt Road, LLC's access control system and only employees that require access to limited and/or restricted areas will be granted so. Access control granted to each employee systematically and will only be modified as needed by the General Manager

8.4.2 Electronic Verification System

Ensuring due diligence is done on the identity, especially age, of Catt Road, LLC customers not only ensures the integrity of Catt Road, LLC's operations, but the safety of the community of Wildomar. With the proliferation of falsified identification, companies selling age-restricted items cannot adequately verify identification by merely visually inspecting a customer's identification.

Vendor

Catt Road, LLC will utilize Cova Cannabis Dispensary Point of Sale Software to facilitate all electronic identification verification, point of sale transactions, and data. Catt Road, LLC has selected COVA for their diligent and effective approach in regard to cyber security best practices, including: SSL encryption for all data utilized for each transaction both for all processing data and the backup thereof, and highly regarded third party cyber security certifications such as PCI-DSS Level 1.

Equipment

The specific equipment utilized to run the Cova Cannabis identification scan software will be a Socket Mobile CHS 7Ci 1D Imager Barcode Scanner.

Identification and Recordkeeping

To establish and operate a secure, successful legal cannabis business, heavy vetting must not only be conducted on potential employees and stakeholders, but to any potential vendor and individual who will access limited-access areas of the facility. Additionally, Catt Road, LLC will capture the following information and ensure it is digitally recorded.

Identification will be digitally verified through the Cova identity verification system which will then record name, date of entering, company, reason for entering the limited-access area, and times they entered and exited. These records will be securely backed up for a minimum of 365 calendar days.

8.5 Signage

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

A sign will be posted in a conspicuous place near each point of public access which will be not less than twelve inches wide and twelve inches long, composed of letters not less than one inch in height, stating **"All Activities Monitored by Video Camera."**

In accordance with 16 CCR § 5042, all limited access areas will be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which will state, **"Limited Access Area—Authorized Personnel Only."**

Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

In compliance with 188 WMC § 5.76.110(K), Catt Road, LLC will display a copy of its local license in a conspicuous place at or near the entrance to the facility.

Finally, and pursuant to 16 CCR § 5031, Catt Road, LLC will post a 14"x10" sign near the entrance that states **"Persons under twenty-one years of age are not permitted on these premises".**

8.6 Lighting

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that the minimum source efficacy to be used for light fixtures used in public right-of-way illumination will be 60 lumens per watt.

Catt Road, LLC will utilize the expertise of Safe and Sound Security for the installation of superior lighting that meet the above criteria. Safe and Sound Security will be installing 2500K LED lights to the exterior of the facility. LED lights, and specifically those at a temperature of 2500K, have a drastically lower amount of glare compared to a CFL or Incandescent light which maximizes the effectiveness of the facilities surveillance system.

To ensure there is a compromise between providing sufficient light to customers, employees while ensuring all exterior portions of the building and the property are visible to Catt Road, LLC's security monitoring system, lighting will be placed as highlighted in Security Overlay provided in section 8.8.

8.7 COMMERCIAL GRADE LOCKS

In compliance with 188 WMC § 5.76.110(Q)(5), Catt Road, LLC will ensure all points of ingress and egress to the premises are reinforced with commercial-grade, nonresidential door locks and window locks.

Pursuant to 16 CCR § 5043, Catt Road, LLC will be utilizing locks on all entrances and exits that are not solely controlled electrical components. Therefore, a power failure will not open a vulnerability pertaining to accessing the Catt Road, LLC dispensary.

8.8 NOTIFICATION OF LOCAL LICENSING AUTHORITY AND LAW ENFORCEMENT

Pursuant to 188 WMC § 5.76.110(Q)(6), Catt Road, LLC will notify the local licensing authority and the appropriate law enforcement authorities within twenty-four hours after discovering any of the following:

- Significant discrepancies identified during inventory; Pursuant to 16 CCR § 5034, a significant discrepancy is defined as three percent (3%) or greater difference between the actual inventory compared to records pertaining to the inventory of average monthly sales.
- Diversion, theft, loss, or any criminal activity involving the retailer or any employee or agent of the retailer;
- The loss or unauthorized alteration of records related to cannabis, cannabis patients, primary caregivers, or retailer employees or agents; or
- Any other breach of security.

Pursuant to 16 CCR § 5036, the Security Manager will contact the Riverside Sheriff's Department, and will complete a Notification and Request Form (BCC-LIC-027) to notify the Bureau of Cannabis Control, within 24 hours of discovering the discrepancy.


PUBLIC ENTRY
LOBBY 237 S.F.
SECURITY CHECKPOINT
RECEPTION 48 SF
RETAIL AREA 2,226 S.F.
TOTAL CANNABIS 3,936 SF
DISPOSAL RM 75.5 S.F.
CIRCULATION 114 S.F.
VAULT 382 S.F.
CIRCULATION 183 S.F.
BATH RM. 74 SF
JANITOR 24.5 SF
DELIVERY/ STORAGE RM 94 S.F.
MANAGER OFFICE 123 S.F.
SECURITY SYSTEM 21 S.F.
GENERAL OFFICE 99 S.F.
BREAK AREA 158 SF
LEGEND
PUBLIC ACCESS
LIMITED GRANTED PUBLIC ACCESS
AUTHORIZED EMPLOYEE ACCESS ONLY
EMPLOYEE ACCESS ONLY
CIRCULATION
EXIT SIGN
FIRE EXTINGUISHER
ADA PATH OF TRAVEL
EMERGENCY EGRESS PATH
SMOKE DETECTOR
SECURITY CAMERA (33- INSIDE DISPENSER & 6- OUTSIDE DISPENSER)
SECURITY FLOOR PLAN
N

8.9.1 Operational Security

In addition to systematic security, Catt Road, LLC will create operational roles that ensure safety is integrated into day-to-day activities. Members of all four employee groups (CEO, Security Manager, Operations Managers, Retail Sales Associates, Inventory Control Agents), and additionally a minimum of two Security Agents, will be present for all operating hours.

8.9.1.2 Roles and Responsibilities

The Chief Executive Officer (CEO) of Catt Road, LLC will hold the following responsibilities pertaining to security:

1. Facilitating Catt Road, LLC Security Policy training.
2. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
3. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
4. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.
5. Preventing the hiring of persons under the age of 21 in accordance with 188 WMC § 5.76.110(D).

The Security Manager of Catt Road, LLC will ensure smooth operation of all security equipment and security agents, as well as be the designated security representative between Catt Road, LLC and law enforcement.

The four Operations Managers will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.

Dispatch will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Preventing, identifying, and reporting illegal public consumption and distribution of cannabis products.
4. Preventing persons under the age of 21 from entering and purchasing cannabis goods.

Inventory Control Agents will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Identifying and reporting inventory discrepancies.

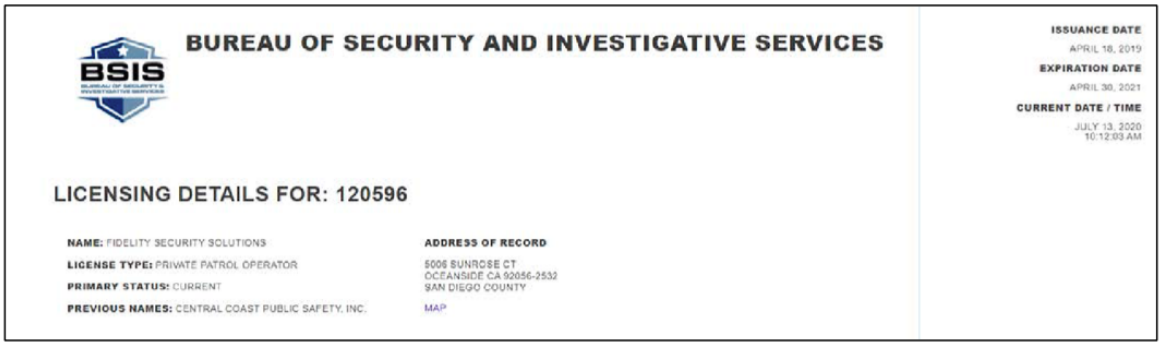
Security Agents will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Security Exclusion, Physical Restraint, Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.
4. Maintaining security around the exterior of the Catt Road, LLC dispensary and the perimeter of the premises.
5. Monitoring the consistent operation of Catt Road, LLC security equipment, including, but not limited to, metal detectors, hand wands, motion detectors, CCTV cameras, panic alarms, sensors, and safes
6. Escorting individuals off of the property of Catt Road, LLC if they are on the property for a prolonged period of time, and not directly engaged in the commercial operations of Catt Road, LLC.

8.9.1.3 Security Guard Requirements

Pursuant to 16 CCR § 5045, as a licensed security guard by the Bureau of Security and Investigative Services, Fidelity Security Solutions will be contracted to provide armed security at the Catt Road, LLC dispensary, complying with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

- **Private Patrol Operator (PPO) License – #120596**
- **Motor Carrier Permit (MCP) – #CA528670**
- **USDOT (Federal Transport) – #3142025**


BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
APRIL 18, 2019
EXPIRATION DATE
APRIL 30, 2021
CURRENT DATE / TIME
JULY 13, 2020
10:12:03 AM

LICENSING DETAILS FOR: 120596

NAME: FIDELITY SECURITY SOLUTIONS
LICENSE TYPE: PRIVATE PATROL OPERATOR
PRIMARY STATUS: CURRENT
PREVIOUS NAMES: CENTRAL COAST PUBLIC SAFETY, INC.

ADDRESS OF RECORD
5006 SUNROSE CT
OCEANSIDE CA 92056-2532
SAN DIEGO COUNTY
MAP

8.9.1.4 Security Guards and Agents

Every individual who enters the property of Catt Road, LLC will be assessed as a potential threat, through on-site and off-site security cameras monitored by Catt Road, LLC's security agents. Pursuant to 16 CCR § 5044, these camera recordings will be recorded and digitally backed up for a minimum of 365 days. The interior and exterior of the building, and the perimeter of Catt Road, LLC premises will be patrolled by 1 armed Private Security Company guard to prevent loitering, and potential crime including but not limited to unlawful distribution, and consumption of cannabis in a public area. Security guards will be present during all normal business hours as well as 1 hour before and after normal business hours. This additional time will be provided additional security for employees who report in early or stay late to perform opening and closing procedures. Security guards will always escort employees entering or exiting the premises during non-daylight hours.

8.9.1.5 Customer Safety

Customer safety is extremely important to the Catt Road, LLC team. Catt Road, LLC will create a safe environment for its patrons through employing an elaborate security plan as defined above and also creating a clean and safe environment.

In accordance with 188 WMC § 5.76.110(P), Catt Road, LLC will ensure that its facility is maintained in a sanitary manner and all activities are conducted in a sanitary manner. Catt Road, LLC will ensure the following conditions exist within the facility:

1. Adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.
2. Hand-washing stations located where good sanitary practices require workers to wash or sanitize their hands and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
3. All workers that engage in the dispensing of edible cannabis products comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food.

To maximize safety for the patrons, Catt Road, LLC will follow strict protocols of admittance, minimize the number of customers in the store at one time, and ensure that customers do not linger anywhere on the premises after business is concluded. These strictly enforced policies will minimize risks to customers as well as employees and the surrounding community.

8.9.1.6 Business Safety

To ensure the safety and success of the business, operational procedures have been developed to maintain complete control and transparency on inventory and sales transactions.

8.9.2 Inventory Recordkeeping and Auditing

Pursuant to 16 CCR § 5423 and 16 CCR § 5424, for each inventory shipment, the following points will be digitally recorded and securely backed up for a minimum of 365 days:

1. The time the delivery has been scheduled
2. The time the delivery is scheduled for
3. The time the delivery occurs
4. A description of each cannabis product received
5. An exact quantity of each item received
6. Any expiration dates provided on cannabis products
7. The name, license number, and contact information of the licensed distributor or licensed microbusiness who has transported the inventory to Catt Road, LLC
8. The name and identification of any employees of the licensed distributor or licensed microbusiness who are at the Catt Road, LLC facility at the time of inventory delivery
9. The total price of each incoming inventory item
10. The name of each employee recording the aforementioned information.

The collection of these data points will provide a comprehensive review on each respective distributor's expected delivery times, methods, and personnel, to make the process of receiving inventory as seamless as possible. These records will be audited nightly by Catt Road, LLC Operations Managers and monthly by Catt Road, LLC's COO.

8.9.3 Limited Cash Operation

All cash inventory and storage shall be monitored by 24-hour security cameras. Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in the walk-in safe room.

Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time.
The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a passcode.

Catt Road, LLC has selected Dunbar to transport cash from the facility location to the bank. Pick-ups will occur on Monday, Wednesday, and Friday. Cash will be securely stored in the vault until the Dunbar driver arrives.

8.9.4 Employee Safety and Policy

Physical or Verbal Harassment

Catt Road, LLC has a zero-tolerance policy towards all workplace harassment, violence, threats, and disorderly behavior, whether it is verbal or physical. This includes verbal or physical altercations on the property of Catt Road, LLC, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues.

Employees and security agents are obligated to expeditiously report all threats, harassment, violence, and disorderly behavior to the Catt Road, LLC Security Manager, who will contact relevant law enforcement agencies if it is required. For an employee or member of security agents to report a physical altercation, the altercation must be witnessed in person or through security monitoring equipment including but not limited to Catt Road, LLC security cameras.

Weapons/Firearms

Weapons of any type are prohibited on company property without authorization from the Security Manager. The Security Manager of Catt Road, LLC is the sole individual authorized to determine which employees and security agents are authorized to possess a firearm while on Catt Road, LLC property. This will only be authorized if it is determined that allowing the individual possessing a firearm on company premises is necessary to secure the safety and security of the: Catt Road, LLC property, employees, customers, and the Wildomar Community.

If an employee or contracted security agents has not been authorized by the Security Manager to carry a firearm, the individual may not at any time possess any firearm while on company property, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues. Violation of this rule will result in immediate termination.

For any individual who is not a contracted security agent or who has not obtained authorization from the Catt Road, LLC Security Manager, weapons strictly prohibited from the Catt Road, LLC facility including, but not limited to:

1. Any device designed or commonly used to inflict injury or that could be interpreted as a weapon
2. Any firearm of any nature
3. A gun that discharges pellets, BBs
4. A device that discharges high amounts of electricity, commonly known as a stun gun
5. Any explosive, including firearm ammunition
6. Any knife
7. Any smoke or gas bomb
8. Any longbow, crossbow, recurve bow, or compound bow and arrows

An individual who is found possessing any of the aforementioned object(s) will immediately be restrained, identified, and reported to the Riverside Sheriff's Department, or additional applicable law enforcement by security agents.

Police Notification

The reasons Catt Road, LLC will contact the Riverside Sheriff's Department include but are not limited to:

1. Any incident as defined by the Weapon Incident Policy
2. Any crimes, as defined by the California Penal Code, committed on the property of 14 Bundy Canyon Road
3. Inventory discrepancies found, as pursuant to 16 CCR § 5034 and 16 CCR § 5036

If and when any of these issues arise, Catt Road, LLC's Security Manager will call the Riverside Sheriff's Department's number at (800) 950-2444

Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

8.9.5 Earthquake Emergency Protocol

In the event of an earthquake, Catt Road, LLC employees are instructed to:

If you are indoors:
a. Remain indoors and obtain shelter under a table or door frame that has a strong foundation.
b. Stay away from windows, ceiling fixtures, items that may become unstable.
c. If it is safe to do so, evacuate the building and relocate to the pre-arranged Assembly Area in the parking lot.

If you are outdoors:
a. Stay away from buildings, electrical infrastructure or equipment, and flammable infrastructure or equipment.
b. Relocate to the pre-arranged Assembly Area located in the parking lot.

8.9.6 Robbery Emergency Protocol

In the event of an armed intruder attempting to rob the Catt Road, LLC dispensary, Catt Road, LLC employees (not including contracted security agents) are instructed to do the following during the incident:

1. Assume any firearms the offender possesses are loaded.
2. Comply with instructions given by the offender, and answer all questions asked.
3. Do not attempt to disarm the offender.
4. Make mental notes on the appearance, clothing, and any items the offender touches when in the cannabis facility.
5. If you determine it is safe and viable to do so, initiate the panic alarm.

Immediately after the incident, Catt Road, LLC employees are instructed to do the following:

1. Halt all business operations and ensure limited-access areas are secure.
2. Notify the Riverside County Sheriff's Department.
3. Notify the Catt Road, LLC Safety Coordinator, Security Manager, and all senior staff.
4. Attend to the needs of any: staff, employees, customers, and visitors that were affected by the incident.

8.9.7 Safety Coordinator Responsibilities

The safety coordinator is responsible for the planning, evaluation, and execution of the EAFPP and should perform the following duties:

1. Review and update the EAFPP annually or as needed.
2. Conduct annual facility evacuation drills. Know the location of all fire extinguishers; pull alarms, and first aid kits. Ensure evacuation routes are posted and walkways remain clear at all times.
3. When an emergency alarm has been sounded, systematically check all areas to assure everyone has been evacuated.
4. If needed, post assistants along the evacuation route to guide people to the Assembly Area.
5. Assist mobility impaired persons to evacuate safely.
6. Keep people calm and informed.
7. Report to the Co-Presidents, Security Manager, or the on-scene Incident Commander.
8. If ordered by on-scene Incident Commander, move all people to the Assembly Area and inform people when it is safe to re-enter buildings. After a major earthquake, a person may not re-enter buildings until cleared by a qualified building inspector.
9. After the emergency incident has concluded, the Safety Coordinator will distribute and collect After Action Report Forms completed by employees and determine potential improvements for the EAFPP.

8.9.8 Emergency Roll Call Sheet

The Safety Coordinator is responsible for maintaining a current list of personnel at the facility on this form, retrieving this form during an emergency, and tracking where people are during an emergency.

Name	Phone Number	Status or Location

8.9.9 Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

After Action Report Form

The Safety Coordinator is responsible for distributing these forms after an incident has concluded, to all employees who were on Catt Road, LLC property at the time of the incident. After employees complete these forms, the Safety Coordinator will collect them, analyze the responses, and determine potential improvements to be made to the EAFPP.

8.10 Policy: Physical Altercation

Catt Road, LLC has a zero-tolerance policy towards all workplace harassment, violence, threats, and disorderly behavior, whether its verbal or physical. This includes physical or verbal altercations on the property of 23825 Catt Road, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues.

Employees and security agents are obligated to expeditiously report all threats, harassment, violence, and disorderly behavior to the Catt Road, LLC Security Manager or his designee, who will contact relevant law enforcement agencies if it is required. For an employee or member of security agents to report a physical altercation, the altercation must be witnessed in person or through security monitoring equipment including but not limited to Catt Road, LLC security cameras.

Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

8.11 Policy: Security Exclusion

Pursuant to 16 CCR § 5031, Catt Road, LLC will not allow any individual who is under 21 years of age to: become an employee of Catt Road, LLC, or enter the dispensary. This will be enforced by obligating customers to digitally verify their identify as they enter the Catt Road, LLC dispensary.

8.12 Policy: Weapon Incident

1. For any individual who is not a contracted security agent or who has not obtained authorization from the Catt Road, LLC Security Manager, weapons strictly prohibited from the Catt Road, LLC include but are not limited to:

1. Any device designed or commonly used to inflict injury or that could be interpreted as a weapon
2. Any firearm of any nature
3. A gun that discharges pellets, BBs
4. A device that discharges high amounts of electricity, commonly known as a stun gun
5. Any explosive, including firearm ammunition
6. Any knife
7. Any smoke or gas bomb
8. Any longbow, crossbow, recurve bow, or compound bow and arrows

An individual who is found possessing any of the aforementioned object(s) will immediately be restrained, identified, and reported to the Riverside County Sherriff's Department, or additional applicable law enforcement by security agents.

8.13 Policy: Employee Firearm Policy

Weapons of any type are prohibited on company property without authorization from the Security Manager. The Security Manager of Catt Road, LLC is the sole individual authorized to determine which employees and security agents are authorized to possess a firearm while on Catt Road, LLC property. This will only be authorized if it is determined that allowing the individual possessing a firearm on company premises is necessary to secure the safety and security of the: Catt Road, LLC property, employees, customers, and the Wildomar Community.

If an employee or contracted security agents has not been authorized by the Security Manager to carry a firearm, the individual may not at any time possess any firearm while on company property, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues. Violation of this rule will result in immediate termination.

8.14 Policy Physical Restraint

Catt Road, LLC defines physical restraint as physically controlling one or more persons to safely inhibit their ability to commit harm to themselves or others while on the Catt Road, LLC property.

Physical restraining any individual in the Catt Road, LLC, whether it is a Catt Road, LLC employee, customer, security agents, or business partner, will only be utilized as a last recourse. First, if there is an individual spotted within the perimeter of 14 Bundy Road who is attempting to harm themselves or others, contracted security agents will first attempt to verbally diffuse the situation. If the individual(s) fail to stop endangering themselves and surrounding individuals on the property, they will be restrained by security agents. If the individual is not violating of California or federal law, they will be escorted off of the Catt Road, LLC property. If they are in violation of California or federal law, they will remain restrained until law enforcement is notified, and arrives at the Catt Road, LLC property.

8.15 Policy: Contraband

Catt Road, LLC defines contraband as any of the following:

1. Alcoholic beverages, defined as pursuant to Bus. & Prof. Code § 23004
2. Any Dangerous Drug defined as pursuant to Bus. & Prof. Code § 4022
3. Unlicensed cannabis products
4. Paraphernalia related to illegal drugs or dangerous drugs

If any contracted security agents or Catt Road, LLC employee suspects that an individual(s) within the perimeter of the facility possesses contraband, security agents will confront the individual, and if it is found they are in possession of Catt Road, LLC defined contraband, they will be escorted off of the property.

8.16 Policy: Counterfeit Money

As per the United States Treasury's recommendations, if Catt Road, LLC employees have reason to suspect money they have received is counterfeit, they will: write down the time in which they received the counterfeit money, which will then be provided to the shift manager present at the time, who will obtain CCTV camera footage of the suspect's appearance and if possible, their vehicle's license plate number. The bill(s) suspected of being counterfeit will be secured in a plastic bag until they are received by law enforcement. After these steps have been completed, the manager on staff at the time will contact the Riverside County Sheriff's Department provide the agencies with the currency, and copies of any intelligence gathered such as digital recordings, descriptions, or any additional information gathered on the suspect.

8.17 Policy: Training for Employees

A security policy is the foundation of maintaining secure operational management within any aspect of the legal cannabis industry. Therefore, Catt Road, LLC will utilize a security and contingency training program for all employee, manager, and stakeholder training processes. A security policy is only as effective as the managers and vendors who are teaching and implementing said policy. With Zach Lazarus providing valuable expertise from developing successful security policies within the California cannabis industry, and AEGIS Security & Investigations Inc.'s years of providing effective security protocols and services, Catt Road, LLC will bring best security practices from both the cannabis and other high-risk industries, as well as the skills and personnel to adapt and effectively respond to future security threats. Security will be maintained by ensuring the policies that are implemented within Catt Road, LLC are taught in a practical, logical manner. This will be accomplished by creating separate security clearances for the Security Manager, Retail Manager, and Security Agent. Security Agents. These sectors of employees will have differing exposure to limited-access areas.

All employee training will be conducted in-house and in-person, directed by the Security Manager and Safety Coordinator, immediately upon an applicant accepting a job offer from Catt Road, LLC. Regardless of position and stature, all employees will adhere to the policies set forth in this security policy. A complete understanding of existing and potential risks is essential for all Catt Road, LLC employees to become better stewards towards the

community of Wildomar. The Security Manager, CEO, and COO will have an appropriate clearance level to access and operate Catt Road, LLC CCTV cameras, access all limited-access areas, and document inventory, they will be trained on these procedures and relevant equipment.

8.18 Record Keeping

Pursuant to 16 CCR § 5037, Catt Road, LLC will keep the following records related to security policy training for a minimum of seven years:

1. The names of employees who have received policy training, when they received said training, the and the name of the supervisor who provided the training.

9.1 Neighborhood Compatibility Plan

Catt Road, LLC seeks to be an asset and a beneficial resource for the surrounding community. Catt Road, LLC intends to accomplish this through operating a safe and compliant retail facility that can be trusted by the community to provide safe – high quality products in the least disruptive manner possible.

Catt Road, LLC intends to create a business that aligns with the values and goals of the City and the City Culture. Catt Road, LLC believes that through commitment to implementing industry best practices within its operation and the desire to develop a state-of-the-art facility that lends to the common goals of environmental and community safety, the city can rest assured that Catt Road, LLC will diligently work to be a great fit for Wildomar. Catt Road, LLC will diligently look for ways to improve operationally and give back to the community at every opportunity. Catt Road, LLC will incentivize community members who do not use cannabis products by donating a percentage of sales to local non-profits in order to support youth recreation, arts, culture, disabled veterans, substance abuse programs, and environmental sustainability programs. In turn, community members who do not use cannabis will see the addition of Catt Road, LLC as a positive impact for the City of Wildomar.

COMMUNITY RELATIONS LIAISON

In accordance with 188 WMC § 5.76.110(M) and OCC § 11-446(a), Catt Road, LLC has hired a professional mapping service to identify all businesses and residents within 600 ft. of the facility. As part of the company efforts to proactively address issues in the community, Catt Road, LLC will provide these businesses with the name, phone number, facsimile number, and email address of the on-site community relations representative. This will allow the nearby property owners to contact Catt Road, LLC directly regarding potential issues that arise as a result of our business or patrons. Additionally, this individual will be the primary contact that the city can contact regarding operating concerns associated with the Catt Road, LLC business operations. Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days.

COMMUNITY RELATIONS DESIGNEE – Alex Dos Santos

Catt Road, LLC as designated Alex Dos Santos to serve as the company's Director of Public Relations.

Catt Road, LLC community liaison, Alex Dos Santos, will attend any and all meetings with the City Manager and/or other interested parties as deemed appropriate by the City Manager. Additionally, he will arrange and facilitate a neighborhood outreach meeting to collect feedback and concerns expressed by community members. Further public hearings will be held where Alex will provide details to the community on how any concerns will be addressed by the company.

Here, agenda topics will be to discuss costs, benefits, and other community issues arising as a result of implementation Commercial Cannabis businesses in the City. Catt Road, LLC will maintain the community liaison position and meet with the City Manager as often as deemed necessary. In addition to meeting with the City Manager the Community Relations Liaison will also do the following:

- Meet with the Police Chief regarding any security related measures or operation issues.

- Build, develop, and retain strong relationships with Catt Road, LLC business neighbors and clients.
- Public Relations; creating, managing, and promoting Catt Road, LLC within the Wildomar community.
- Formulate strategic marketing initiatives to increase brand recognition and equity within region.
- Identify, develop, and execute communication strategies.
- Present educational materials for internal staff and any public audiences.
- Resolve sensitive inquiries and/or complaints from internal staff, neighbors, and other persons within the community.
- Establish and maintain cooperative relationships with representatives of the community, participants, and public advocacy groups.
- Logging of marketing activities in CRM database.
- Attend relevant meetings and events within region as needed and/or required.
- Identify potential areas for growth.
- Act as Catt Road, LLC liaison to internal and external organizations.

PROACTIVE RESPONSE TO COMPLAINTS

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operation drive disruption, the Catt Road, LLC will welcome the feedback so that, as a company, they are able to work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from both customers and neighbors through a couple of different means.

First, as mentioned Catt Road, LLC will distribute a designated company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Catt Road, LLC's Director of Community Relations will provide her name, telephone number, and email address to both local city officials and all businesses and residents within 600 ft. of the facility, whom they can contact should any problems result from the operation of the business. Catt Road, LLC also sees this as an opportunity to get to know the neighbors and let the community know we care for their overall wellbeing.

Secondly, Catt Road, LLC will post a complaint form on our website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Public Relations, who will review them daily. The Director of Public Relations will share all operational concerns with the Director of Operations as well as hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

Below is an example of the complaint form we will make via the company website:

Customer Complaint Form

Name	
First Name	Last Name
Contact Information	
Phone Number	Email
Complaint Type	
Product/Experience	Community Impact
Complaint Details	
Date Issue Occurred	
Preferred Resolution	
Would you like someone to contact you?	
Yes	No

9.2 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY

FACILITY DESIGN AND APPEARANCE

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways we can give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

SIGNAGE AND ADVERTISING

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

FACILITY LIGHTING

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that t

While Catt Road, LLC will require outdoor lighting to ensure the effectiveness of the security equipment, the team will be mindful of the surrounding neighbors, and, by all means possible, try to maintain minimal impact of nighttime lighting that may be disruptive.

ODOR MITIGATION

The Catt Road, LLC facility will also be equipped with state-of-the-art equipment to mitigate any odors that may seem offensive to others. In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility 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.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable 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.

ON SITE CONDUCT

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

These efforts will work to prevent any and all noise related problems associated with people gathering on the premises. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

10. Parking Analysis Plan

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)

BICYCLE PARKING

1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)

1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.

91 (TOTAL VEHICLE PARKING) / 33 = 2.75

TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED

PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

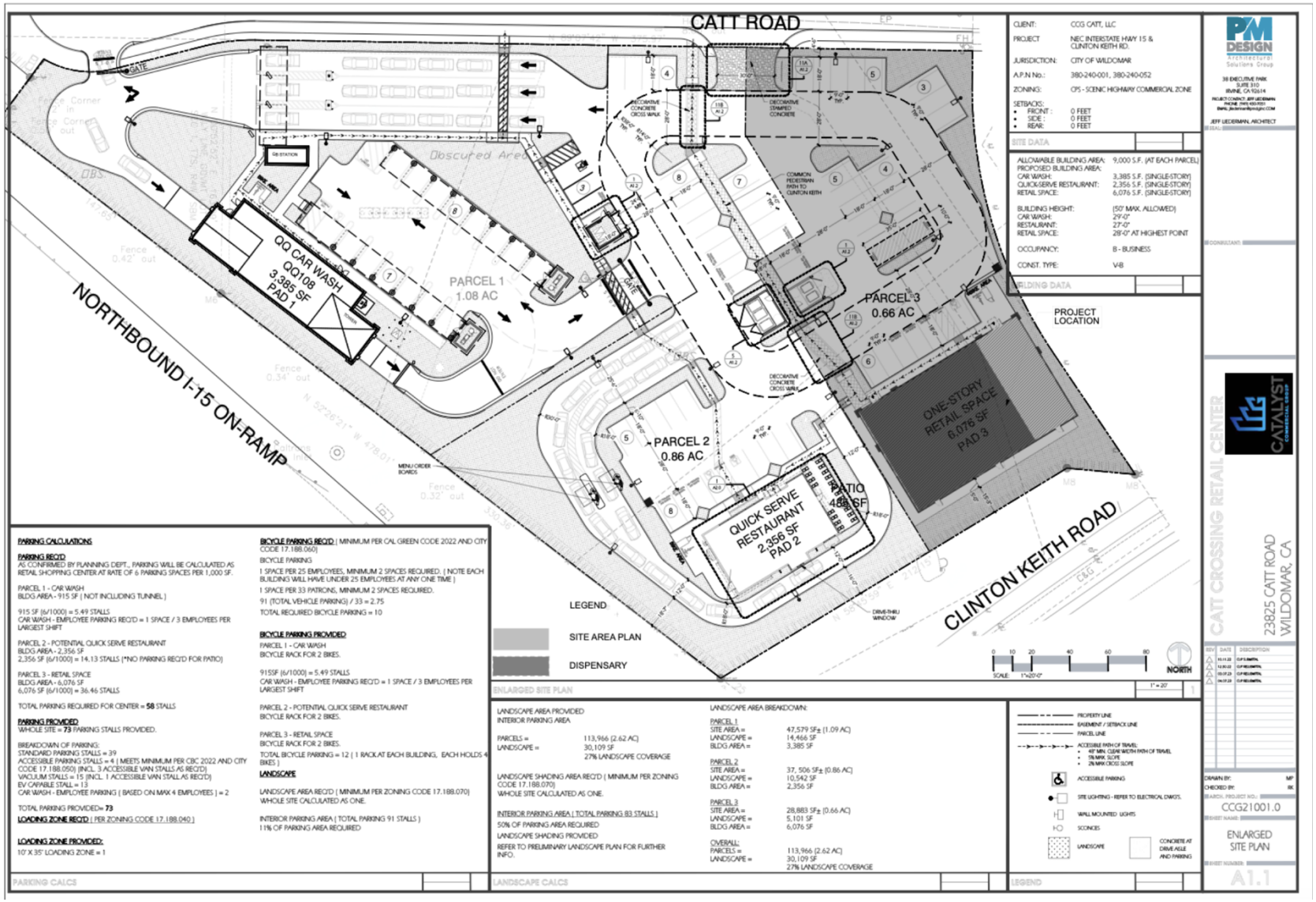
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

PARKING CALCS



PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
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VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

91SSF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

PARKING CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE AREA BREAKDOWN:

PARCEL 1
SITE AREA = 47,579 SF± (1.09 AC)
LANDSCAPE = 14,466 SF
BLDG AREA = 3,385 SF

PARCEL 2
SITE AREA = 37, 506 SF± (0.86 AC)
LANDSCAPE = 10,542 SF
BLDG AREA = 2,356 SF

PARCEL 3
SITE AREA = 28,883 SF± (0.66 AC)
LANDSCAPE = 5,101 SF
BLDG AREA = 6,076 SF

OVERALL:
PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

LANDSCAPE CALCS

PROPERTY LINE
EASEMENT / SETBACK LINE
PARCEL LINE
ACCESSIBLE PATH OF TRAVEL:
- 48" MIN. CLEAR WIDTH PATH OF TRAVEL
- 5% MAX. SLOPE
- 2% MAX CROSS SLOPE

ACCESSIBLE PARKING
SITE LIGHTING - REFER TO ELECTRICAL DWGS.
WALL MOUNTED LIGHTS
SCONCES
LANDSCAPE
CONCRETE AT DRIVE AISLE AND PARKING

LEGEND

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 450-0501
EMAIL: jliederman@pmdgla.com

JEFF LIEDERMAN, ARCHITECT

CONSULTANTS

CATALYST COMMERCIAL REAL ESTATE

CATT CROSSING RETAIL CENTER
23825 CATT ROAD
WILDOMAR, CA

REV	DATE	DESCRIPTION
1	03.11.22	CLIP'S SMITH
2	12.30.22	CLIP'S RELIMINTRY
3	03.07.23	CLIP'S RELIMINTRY
4	04.07.23	CLIP'S RELIMINTRY

DRAWN BY: MP
CHECKED BY: RK
MARCH, PROJECT NO.: CCG21001.0
SHEET NAME: ENLARGED SITE PLAN
SHEET NUMBER: A1.1

10.1 Factors to Mitigate Parking Impacts to Neighbors

Catt Road, LLC certainly wants to ensure that by adding a commercial cannabis retail facility to the Catt Road Crossings Retail Center that measures are in place to eliminate parking impacts to existing businesses in the retail center. In fact, in the experience of the CEO, neighboring businesses will actually benefit from the additional traffic created by adding a Cannabis Retail Facility to a shopping plaza. This is because new customers come to the plaza that may not have visited it previously. A customer may stop to by cannabis will then eat at one of the restaurants in the plaza, or shop at the market. It is a win-win for both businesses.

In order to mitigate the impact of parking on the neighbors in Catt Road Crossings Retail Center, Catt Road, LLC will do the following:

1. Ask customers to shop briefly during busy times during the day.
2. Ensure that there is ample staffing to quickly process customers during key times of the day. This includes lunch time and in the evening.
3. Provide information regarding the surrounding businesses to encourage shoppers at Catt Road, LLC to patronize the other businesses.
4. Post bus routes and encourage shoppers to utilize the Riverside Transit Agency (routes 8 and 23).
5. Encourage customers to ride their bikes to the store and offer on-site bicycle racks.

11. Waste Disposal Plan

Catt Road, LLC has reviewed the Wildomar Municipal Code to understand the rules and requirements for handling waste generated from its facility. Catt Road, LLC asserts that all waste will be handled in accordance to 188 WMC § 5.76.110(O), Section 5054 (Destruction of Cannabis Goods Prior to Disposal) of Title 16, Division 42 of the California Code of Regulations, as well as other state and federal laws. Cannabis waste will be stored in a locked storage area dedicated strictly to cannabis waste.

11.1 Chemical, Dangerous, and Hazardous Waste

Catt Road, LLC understands that disposal of chemical, dangerous, or hazardous waste will be conducted in a manner consistent with federal, state, and local laws, regulations, rules or other requirements. Catt Road, LLC does not intend to generate hazardous or dangerous waste and chemicals used or stored on site will be limited to those required for proper sanitation.

Catt Road, LLC will ensure that all liquid waste generated by its facility and operations are disposed of in compliance with the Public Resources Code and any other applicable state and local laws, including laws regulating “organic waste” as defined in Public Resources Code section 42649.8(c). Catt Road, LLC will dispose of nonhazardous liquids with ph levels between 6 and 10 by mixing the liquid with copious amounts of water and poured down the sewer drain. Catt Road, LLC will treat anything without the following criteria as hazardous waste and will dispose of as such.

- They dissolve in water or are water-based.
- They are not a toxic waste.
- They are not a hazardous (chemical) waste
- They are not flammable.
- They are not corrosive.
- They are not reactive.

Catt Road, LLC will regularly consult with the California Department of Toxic Substance Control for a list of liquids that is considered safe to regularly dispose of and liquid chemicals considered to be a hazard to the environment.

Catt Road, LLC will look for every opportunity to reduce and manage any risk associated with hazardous waste, including solvents, chemicals, fuel, lighting, ballasts, batteries, and e-waste. Catt Road, LLC will store hazards in a sealed location at the facility until they are transferred to an appropriate hazardous waste treatment, storage, and disposal facility. Catt Road, LLC commits to looking for alternatives for hazardous material types needed for the operation of its cannabis facility, for example, Catt Road, LLC has committed to using LED lighting throughout the facility, which does not become hazardous at the end of its life.

When Catt Road, LLC finds that it is not able to feasibly avoid the use of hazardous, or potentially hazardous materials, Catt Road, LLC asserts that it will dispose of hazardous and chemical waste in a manner consistent with federal, state, and local laws.

11.2 Cannabis Waste

If Catt Road, LLC finds that any of its cannabis or cannabis product are contaminated, recalled, or otherwise rendered unusable, Catt Road, LLC will dispose of the cannabis or cannabis product. Catt Road, LLC's Inventory Control Specialist will promptly dispose any cannabis that was quarantined, contaminated, recalled, or unusable and products will be immediately removed from the site. Care will be taken to ensure these products are not be exposed to other products or the general public. In accordance with 16 CCR § 5054 (a), Catt Road, LLC will not dispose of cannabis goods, unless disposed of as cannabis waste, defined as waste that contains cannabis and that has been made unusable and unrecognizable.

11.2 Disposal Record

When cannabis must be disposed or destroyed, Catt Road, LLC will generate a record in COVA - POS System of the destruction or disposal. Catt Road, LLC's Inventory Control Specialist and Retail Store Manager will weigh the cannabis or cannabis concentrate which will be disposed of, then he/she will generate an inventory record of the disposal. Pursuant to 16 CCR § 5049(b)(C)(7), the disposal record Catt Road, LLC will generate will include:

1. The name of the employee performing the destruction or disposal.
2. The reason for destruction and disposal.
3. The entity disposing of the cannabis waste.
4. The method of disposal
5. The date and time of disposal
6. The name of the agent performing the disposal

In accordance with 16 CCR § 5049(c), all waste disposal records all transactions will be entered into the track and trace system within 24 hours of occurrence.

11.2.1 Process to Render Waste Unusable – Compostable

Catt Road, LLC has prepared the following process to render waste unusable. This will occur on a weekly basis and be conducted by the Inventory Control Specialist while under video surveillance.

1. Identify products in the quarantine area ready for disposal
2. Sort Compostable and Non-Compostable Waste
3. Remove Compostable Waste from packaging
4. The Inventory Control Specialist will weigh the product and generate an inventory record in COVA - POS System
5. The marijuana is emptied into the Green Cycler

    a. Compostable Mixed Waste will be mixed with the following:

        i. Food waste

ii. Yard waste
iii. Vegetable based grease or oils

6. The Inventory Control Specialist will pour an equal amount of Vegetable Oil into the Green Cycler. For instance, if 1 ounce of marijuana is being rendered unusable, 1 ounce of Vegetable Oil will be mixed into the container

7. Using the lever on the Green Cycler, the Inventory Control Specialist will destroy the compostable cannabis waste
8. The Inventory Control Specialist will repeat this process until all quarantined items are rendered unusable.
9. Upon completion, the Inventory Control Specialist will empty the container in a biodegradable bag.
10. This bag will be placed inside the Waste Receptacle Labeled “Compostable Mixed Waste”.
11. A permitted waste company will be contacted to pick-up the waste for transport to a compost or anaerobic digester facility.

11.2.3 Process to Render Waste Unusable –Non-Compostable

Catt Road, LLC has prepared the following process to render waste unusable. This will occur on a weekly basis and be conducted by the Inventory Control Specialist while under video surveillance.

1. Identify products in the quarantine area ready for disposal
2. Sort Compostable and Non-Compostable Waste
3. Remove Non-Compostable Waste from packaging
4. The Inventory Control Specialist will weigh the product and generate an inventory record in COVA - POS System
5. The Non-Compostable Waste is emptied into the Green Cycler
6. Using the lever on the Green Cycler, the Inventory Control Specialist will destroy the Non-Compostable Cannabis Waste
7. The Inventory Control Specialist will repeat this process until all quarantined items are rendered unusable.
8. The Inventory Control Specialist will take shredded paper from the office and mix that with the Non- Compostable Cannabis Waste
    1. Non-compostable Mixed Waste will be mixed with the following:
        i. Paper waste
        ii. Cardboard waste
        iii. Plastic waste
        iv. Soil
9. Upon completion, the combined waste will be placed into a biodegradable bag.
10. This bag will be placed inside the Waste Receptacle Labeled “Non-Compostable Mixed Waste”.
11. A permitted waste company will be contacted to pick-up the waste for transport to a landfill or incinerator.

11.2.3 Waste Storage Receptacles

Pursuant to 16 CCR § 5054(e), cannabis waste will be secured in a receptacle or area that is restricted to Catt Road, LLC's employees or an authorized waste hauler. Catt Road, LLC will put cannabis waste into 2 Waste Storage Receptacles, 1 for Compostable Mixed Waste and the other for Non- Compostable Mixed Waste.

The storage of will be bagged and stored in a locked 65-gallon waste containers. Waste equipment will be managed in a way that will prevent the unintentional conveyance of waste outside the storage area. The Waste Storage Receptacle will have the following features:

1. Constructed to be easily handled for collection;
2. Constructed of rust resistant and corrosion resistant materials;
3. Equipped with a tight fit lid or cover;
4. Watertight, leak proof, insect proof and rodent proof; and
5. Clearly marked "Cannabis Waste."

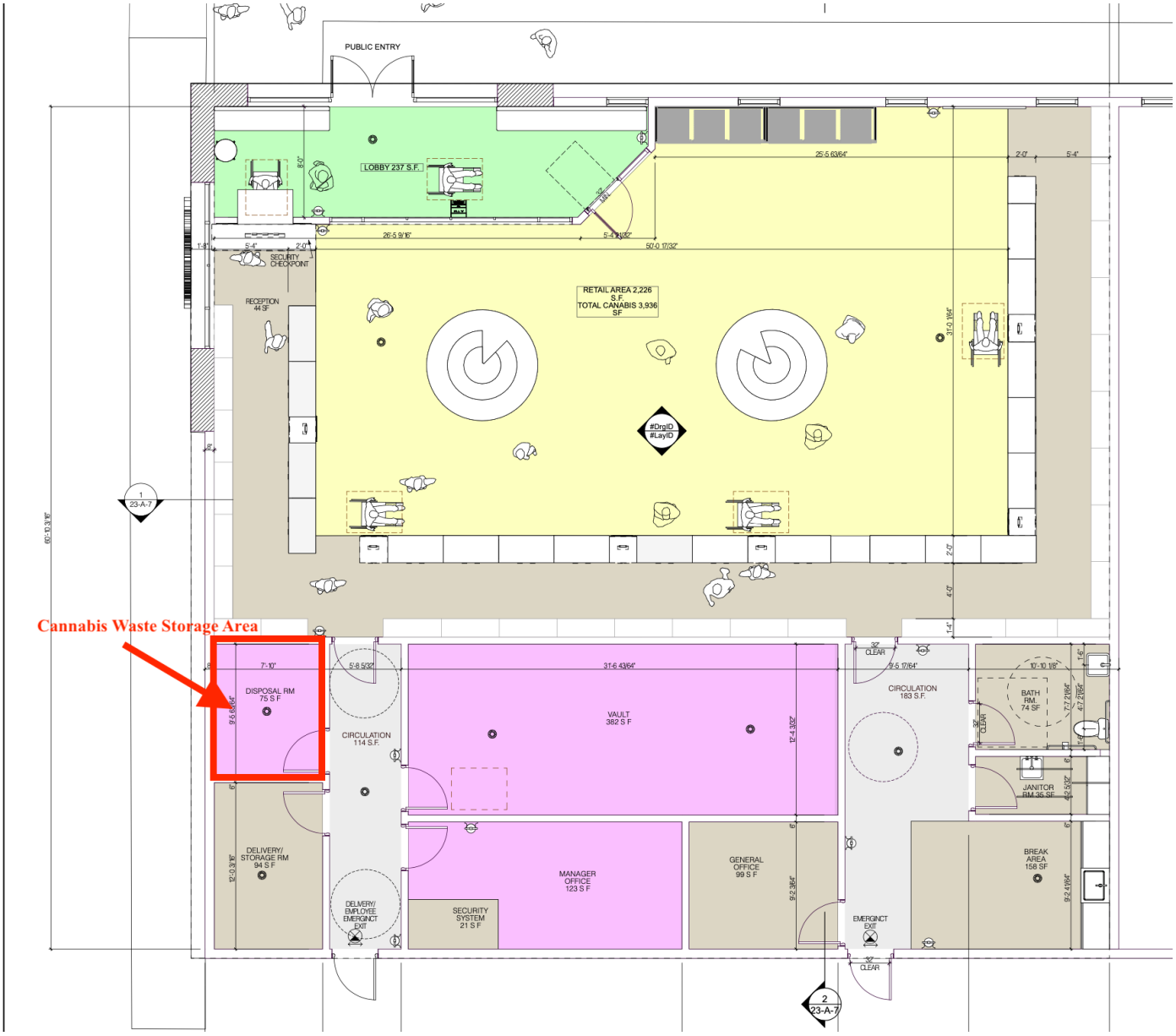
11.2.4 Cannabis Waste Storage Area

The Cannabis Waste Storage Area will located indoors to prevent contact with rainwater and be subject to routine inspection. Catt Road, LLC team will routinely clean the area and inspect for insects, rodents, birds, contaminants, and adulterants.

The discovery of any insects, rodents, or other pests will warrant immediate action and extermination using an Illinois exterminator.

Unless there is a spill or other event requiring more frequent sanitation, Catt Road, LLC will clean and sanitize all areas where cannabis is stored, both inside and outside, on a weekly basis.

(Waste Storage Area Indicated on Next Page)


PUBLIC ENTRY
LOBBY 237 S.F.
SECURITY CHECKPOINT
RECEPTION 44 SF
RETAIL AREA 2,226 S.F.
TOTAL CANABIS 3,936 SF
#DrgID
#LayID
Cannabis Waste Storage Area
DISPOSAL RM 75 S.F
CIRCULATION 114 S.F.
VAULT 382 S.F
CIRCULATION 183 S.F.
BATH RM. 74 SF
JANITOR RM 35 SF
DELIVERY/ STORAGE RM 94 S.F
MANAGER OFFICE 123 S.F
SECURITY SYSTEM 21 S.F
DELIVERY/ EMPLOYEE EMERGINCT EXIT
GENERAL OFFICE 99 S.F
EMERGINCT EXIT
BREAK AREA 158 SF
1 23-A-7
2 23-A-7

11.2.5 Chemical, Dangerous, and Hazardous Waste

Catt Road will ensure that all liquid waste generated by its facility and operations are disposed of in compliance with the Public Resources Code and any other applicable state and local laws, including laws regulating "organic waste" as defined in Public Resources Code section 42649.8(c). Catt Road will dispose of nonhazardous liquids with ph levels between 6 and 10 by mixing the liquid with copious amounts of water and poured down the sewer drain. Catt Road will treat anything without the following criteria as hazardous waste and will dispose of as such.

- They dissolve in water or are water-based.
- They are not a toxic waste.
- They are not a hazardous (chemical) waste
- They are not flammable.
- They are not corrosive.
- They are not reactive.

Catt Road will regularly consult with the California Department of Toxic Substance Control for a list of liquids that is considered safe to regularly dispose of and liquid chemicals considered to be a hazard to the environment.

Catt Road will look for every opportunity to reduce and manage any risk associated with hazardous waste, including solvents, chemicals, fuel, lighting, ballasts, batteries, and e-waste. Catt Road will store hazards in a sealed location at the facility until they are transferred to an appropriate hazardous waste treatment, storage, and disposal facility. Catt Road commits to looking for alternatives for hazardous material types needed for the operation of its cannabis facility, for example, Catt Road has committed to using LED lighting throughout the facility, which does not become hazardous at the end of its life.

When Catt Road finds that it is not able to feasibly avoid the use of hazardous, or potentially hazardous materials, Catt Road asserts that it will dispose of hazardous and chemical waste in a manner consistent with federal, state, and local laws.

Hauling Cannabis Waste

Catt Road, LLC will work directly with CR&R of Wildomar to arrange for the pickup of cannabis waste for transfer to a permitted solid waste facility for final disposition. Catt Road will meet with the CR&R at it's earliest convenience regarding any special or specific waste disposal requirements they may have for cannabis waste.

12. Odor Abatement Plan

Catt Road, LLC believes the positive benefits of actively managing air and water quality translates to the health and wellbeing of its customers and employees. Catt Road, LLC wants to create a space that is comfortable for customers and free of allergens while preventing any odors from reaching the outside of the facility. It is the team's ambition to reduce the impact on the surrounding community as a whole by eliminating undesirable odors, gases, or other potential hazards with relation to air quality.

Catt Road, LLC intends to operate a cannabis retail dispensary which will offer cannabis and cannabis infused products. It is the intent of Catt Road, LLC to maintain all product in sealed, smell proof packaging. Catt Road, LLC does not intend to cultivate or process cannabis products, and pursuant to 16 CCR § 5412, all packages that arrive to the facility will arrive in sealed retail packaging, which should minimize cannabis odor within or around the facility. However, Catt Road, LLC understands that cannabis products naturally have a unique aroma that some may find offensive. The Catt Road, LLC team has crafted an odor mitigation strategy that will create an environment that will be pleasant for customers and prevent the facility from becoming a nuisance to the surrounding community.

In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility 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.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

Catt Road, LLC will install a high-quality ventilation and air purification system, to ensure there is no cannabis odor outside the building. We will use industry favored and proven effective ventilation and air purification systems that will aid in maintaining a comfortable environment both for customers as well as surrounding neighbors. Cannabis products will be in sealed, smell-proof jars and packaging, which will further contribute to air quality and odor control measures.

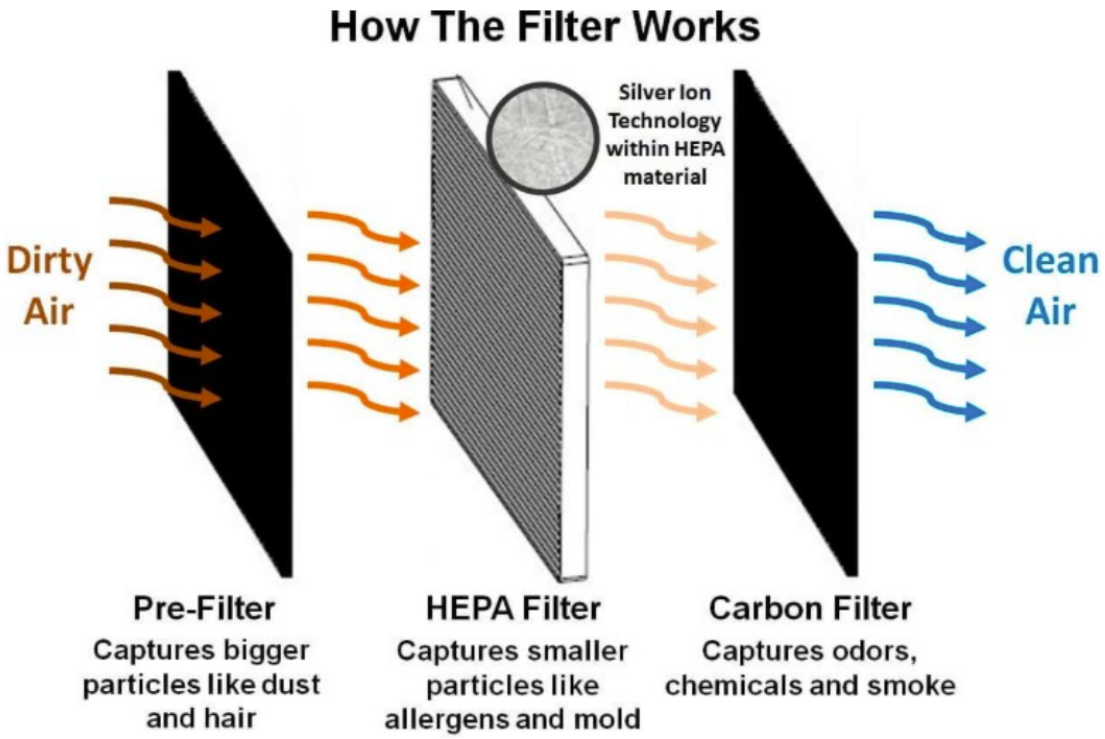
In order to provide an area that is safe and comfortable for employees as well as visitors, Catt Road, LLC will utilize a separate or zoned HVAC system capable of filtering the air. Such measures will include a comprehensive HVAC system that incorporates medical industry standard filtration, such as High Efficiency Particulate Air (HEPA) and High Efficiency Gas Absorption (HEGA) where appropriate. Similarly, any water entering the facility will also be filtered and, where appropriate, subjected to Ultraviolet (UV) purification. The goal is to reduce contaminants in the facility to prevent adulteration and ensure the highest quality products and experience for Catt Road, LLC customers.

Catt Road, LLC will ensure that the HVAC system is an air system which creates negative air pressure to help contain odors generated inside from escaping the building and being detectable outside or by neighboring establishments.

Given the unique nature of commercial cannabis retail, it is Catt Road, LLC intention to reduce odors inside where possible and eliminate any and all distinct odors from being detectable outside of the facility. These concerns have been largely mitigated in the retail environment by the pre-packaging of all products that will be available for sale. Based on solutions implemented in other industries, increasing offerings of industry specific solutions and technology will allow Catt Road, LLC to stay in compliance with the City of Wildomar expectations.

This will be generally accomplished by utilizing multiple filtrations, odor absorption and carbon "scrubbers" to rid the system exhaust of any odors. Activated carbon is an extremely effective absorptive odor control substance. An ozone generator will be placed upstream of the carbon filters. Ozone (O3) is also an effective odor control mechanism. In this case, it is used to help control out- going airstream odors and recharge the activated carbon filter media, extending the life of the media.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable 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.



13. Visitor Requirement Plan

13.1 Visitors

Catt Road, LLC will restrict access to any area within its facility containing cannabis for any individual who is not a registered employee of Catt Road, LLC's facility or employees of the state or local government who may enter the premises for the purposes of official government business. This will include outside vendors, contractors, or other individuals conducting business that requires access to the facility.

In accordance with section 5042 of the Bureau's regulations, all Visitors will be checked in and checked out through the proposed inventory control system to create records accompanying any visit to the facility. This record will include the name of the individual, the company the individual works for, the reason the individual entered the facility, the date, and the times the individual entered and exited the limited-access area. Using the proposed inventory control system appointment scheduler and employee

scheduler, visits will be pre-scheduled and assigned to one or more employees who will supervise the visitor when within the facility.

13.2 Visitors Identification and Record Requirements

In compliance with 188 WMC § 5.76.180(B), Catt Road, LLC will check the individual's valid government issued identification prior to permitting a visitor into any limited access area. Visitors will be asked to produce one of the following forms of acceptable identification pursuant to 16 CCR § 5402(b):

- A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
- A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
- A valid passport issued by the United States or by a foreign government.

The government issued ID will not be accepted if it has expired, damaged, or in any way not legible.

13.3 Visitors Must Be At Least Twenty-One Years of Age

Pursuant to 188 WMC § 5.76.110(E), Catt Road, LLC will not permit an individual less than twenty-one (21) years of age to enter, or be within, its licensed premises. Under no circumstances will anyone under the age of twenty- one be permitted to enter any limited access areas within Catt Road's facility.

13.4 Visitors Prohibited Conduct

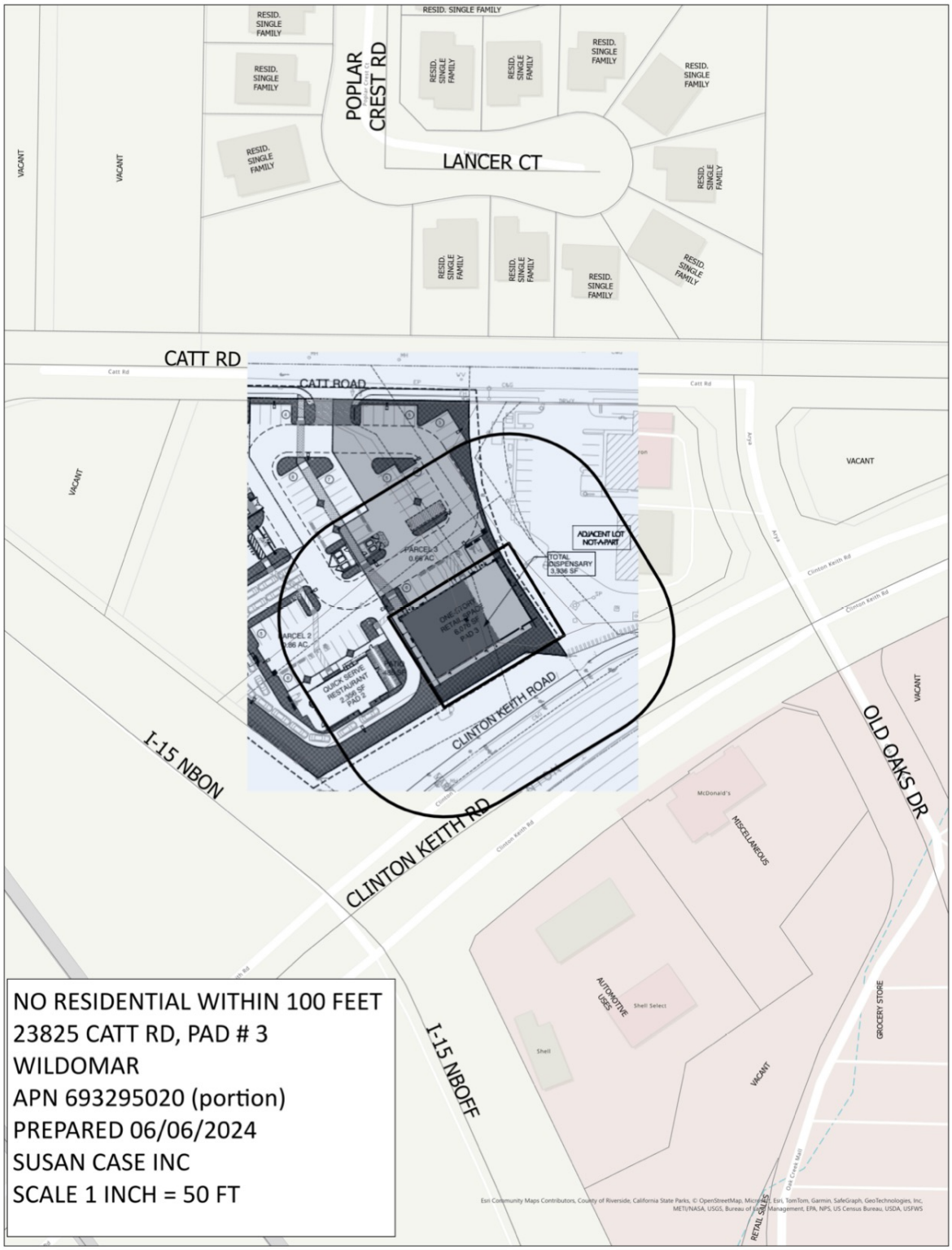
In accordance with 188 WMC § 5.76.180 (D), Catt Road, LLC will not permit a visitor to engage in the cultivation, preparation, processing, manufacturing, packaging, labeling, transportation, or sale of cannabis. All visitors within the facility will be limited to observation only and Catt Road, LLC will ensure all facility safety and sanitation policies are adhered to.

Further, and in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at the premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."** This policy will apply to all owners, employees, and visitors on the premises.

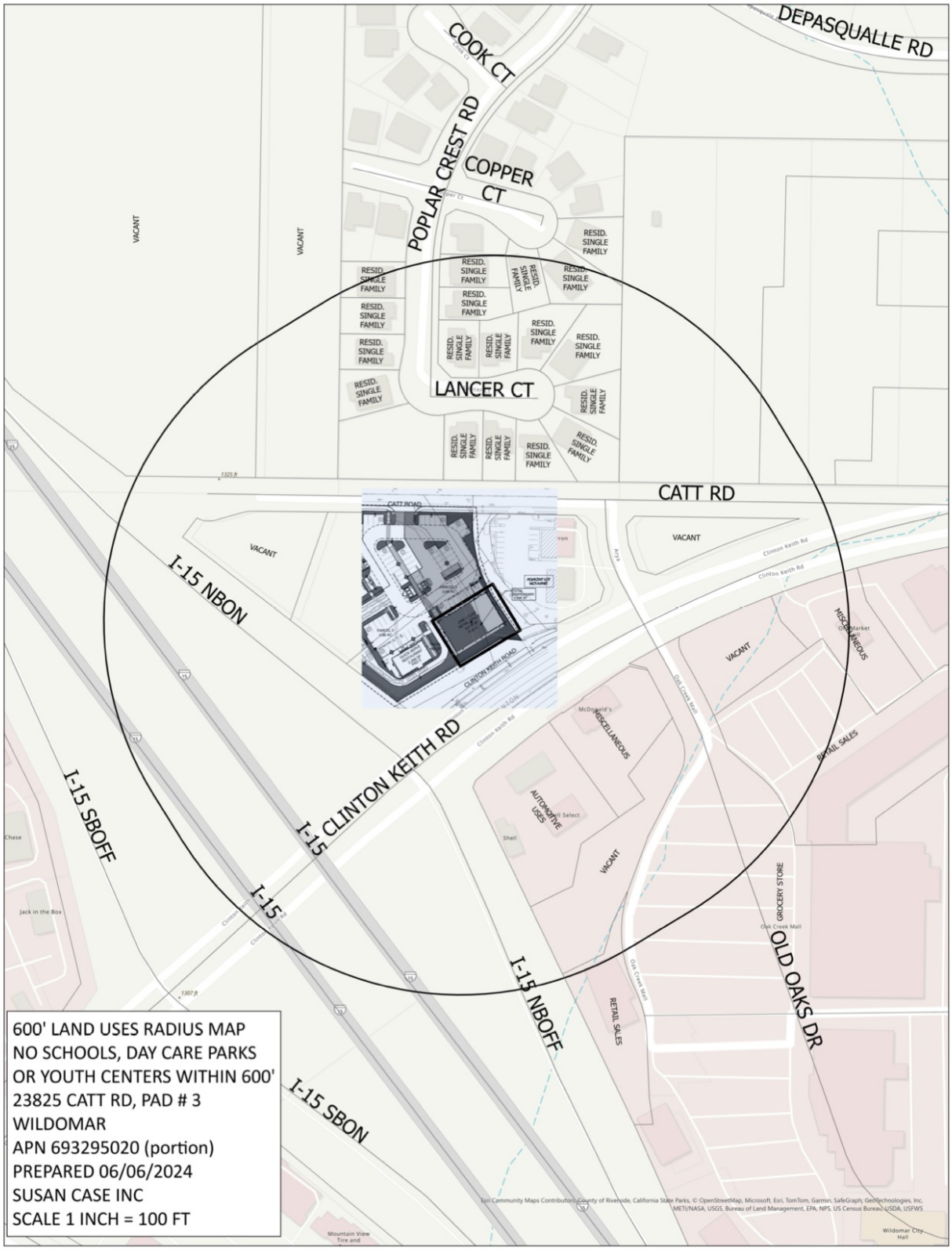
14. Radius Maps

In compliance with 188 WMC § 17.315.070 of the WMC (Ordinance 187)(A), Catt Road, LLC's facility is not located within 600 feet of a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park or a youth center. Further, the facility is not located within 100 feet of any residential properties.

14.1 100’ Radius of Project Site



14.2 600’ Radius of Project Site



Attach F - Project Specifics Maps-Tables

Location Map/Aerial Photo Exhibit:



Surrounding Land Uses:

The project site encompasses approximately 2.62 +/- acres and is located at the NEC of Clinton Keith Road and I-15 Freeway. The project site is comprised of five (5) legal parcels zoned C-P-S (Scenic Highway Commercial) and is currently vacant. The Applicant is processing a Lot Line Adjustment (LLA) to accommodate the proposed development. The Chevron gas station is located immediately east of the site, Hartford Park community is northeast of the site and the approved Westpark Promenade project (not yet built) is located directly north. The table below summarizes the current uses, land use and zoning designations related to the project site and surrounding properties. T

ADJACENT LAND USE, GENERAL PLAN AND ZONING			
Location	**Current Land Use**	**Current GP Land Use Designation**	**Current Zoning Designation**
Subject Property	Vacant	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
North	Vacant / Westpark Promenade	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
South	Shell Gas Station	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
East	Chevron Gas Station	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
West	I-15 Freeway	N/A	N/A

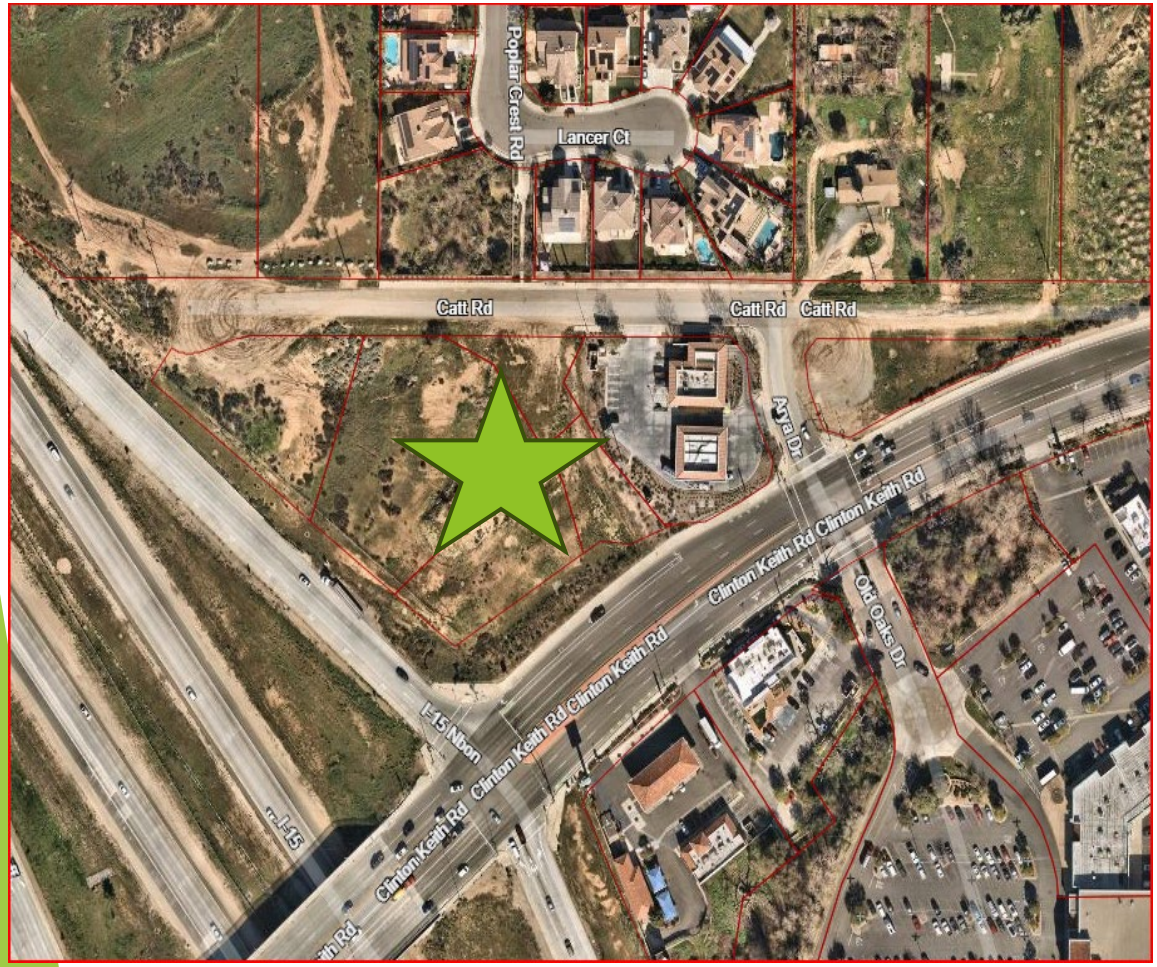
“The Cake House East” Retail Cannabis Proposal

Planning Commission Meeting

October 23, 2024

(Continued from October 2, 2024)

Agenda Item 2.1



Project Location

- **Located NEC of CKR & I-115 Freeway**
- **Catt Crossings Retail Center**

Project Applications:

The Applicant is seeking a Planning Commission recommendation of approval to the City Council for the following:

1) **Determination that the proposal meets the requirements for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA;**
2) **Approval of CUP No. 24-0035 to establish a 3,936 s.f. retail cannabis business, subject to conditions; and**
3) **Approval of Development Agreement (DA) No. 24-0035 setting up DA fees/revenues for the City's general fund.**

Local License 24-0035:

- The Local License is not subject to Commission or Council review but is important in understanding the cannabis proposal.
- The Local License cannabis application package is extensive (see Attach E) and is required to provide the following items for staff review:
  - Authorization from the property owner, a copy of the executed lease agreement, organizational status language, and statement of qualifications.
  - Project description, Business/Operations Plan, Fire Protection Plan, "Safety/Security Plan", Waste Disposal Plan.
  - Odor Abatement Plan, Visitor Requirement Plan, and interior elevation details.

Local License 24-0035:

- The Applicant submitted the Local License Cannabis proposal package on April 23, 2024.
- The Local License proposal package was reviewed by City staff and Riverside County Fire Dept.
- Each required section noted on the previous slide was reviewed thoroughly by each department.
- After a final review, a determination was made by the City that all the required sections of the Local License Cannabis package satisfactorily met the standards of Ord. 188 (Sec. 5.76 of WMC).
- Therefore, the Planning Department approved and issued the Local License on June 24, 2024, in accordance with Sec. 5.76 of the WMC.
- Local License good for 2 years (6/24/26).

Conditional Use Permit / Development Agreement 24-0035:

- **The CUP/DA must be reviewed by the Planning Commission which in turn makes a recommendation to the City Council per Ord. 187 (Sec. 17.315 of WMC).**
- **The Applicant submitted the CUP/DA Cannabis proposal package on April 23, 2024.**
- **The CUP cannabis application package is required to provide the following:**
  - **Cannabis proposal package, authorization from the property owner, a copy of the executed lease agreement, and organizational status language.**
  - **Statement of qualifications, project description, neighborhood compatibility plan, parking discussion, 100' & 600' sensitive uses maps, and interior elevation details.**

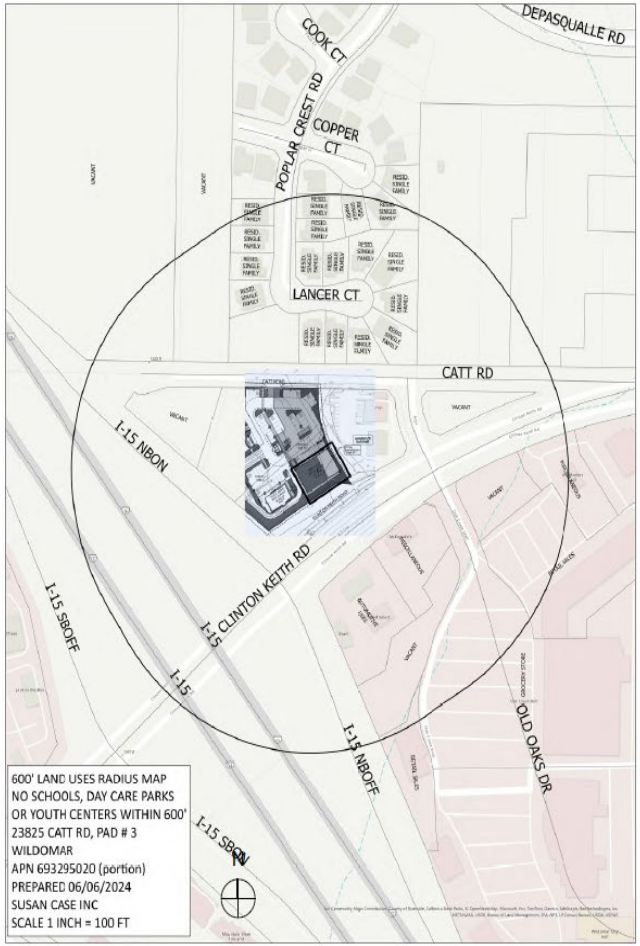
Conditional Use Permit 24-0035:

- The Cannabis proposal package was reviewed by city staff and the Riverside County Fire Department.
- Each of the required sections noted on the previous slide was reviewed thoroughly by each department.
- After a final review, a determination was made by the City that all the required sections of the CUP/DA Cannabis package satisfactorily met the standards of Ord. 187 (Chapter 17.315 of the WMC).
- Therefore, the CUP/DA was scheduled for a public hearing with the Planning Commission (tonight's meeting).
- Ordinance No. 187 requires the Applicant to enter into a Development Agreement with the City to establish Public Benefits Revenues – see next slide

Development Agreement Provisions:

- The proposed development agreement will be for a 20-year period and will establish an annual fee (separate from the sales tax revenue) to be paid to the City by the Applicant for operating a cannabis business.
- The fees that the City and applicant have agreed to comprise basically three (3) "deal points" as follows (refer to Section 3.2 of the DA):
  - $20.00 per gross sq. ft. of lease space - 3,936 square feet will generate approximately $79,260 annually to the general fund ($1,585,200 over the life of the DA).
  - 3% of gross receipts will be paid to the City (Years 1 – 5) - this revenue fee would generate approximately $72,900 annually based on the applicant's estimated annual sales revenue of about $2.43 million dollars...percentage renegotiated for years 6 - 20 (possible 5% of gross receipts - approximately $278,500 annually)
  - Sales tax and Measure AA tax (2%) will generate $48,600 annually.
  - Total revenues to General Fund (years 1 -5) is about $200,760 annually....

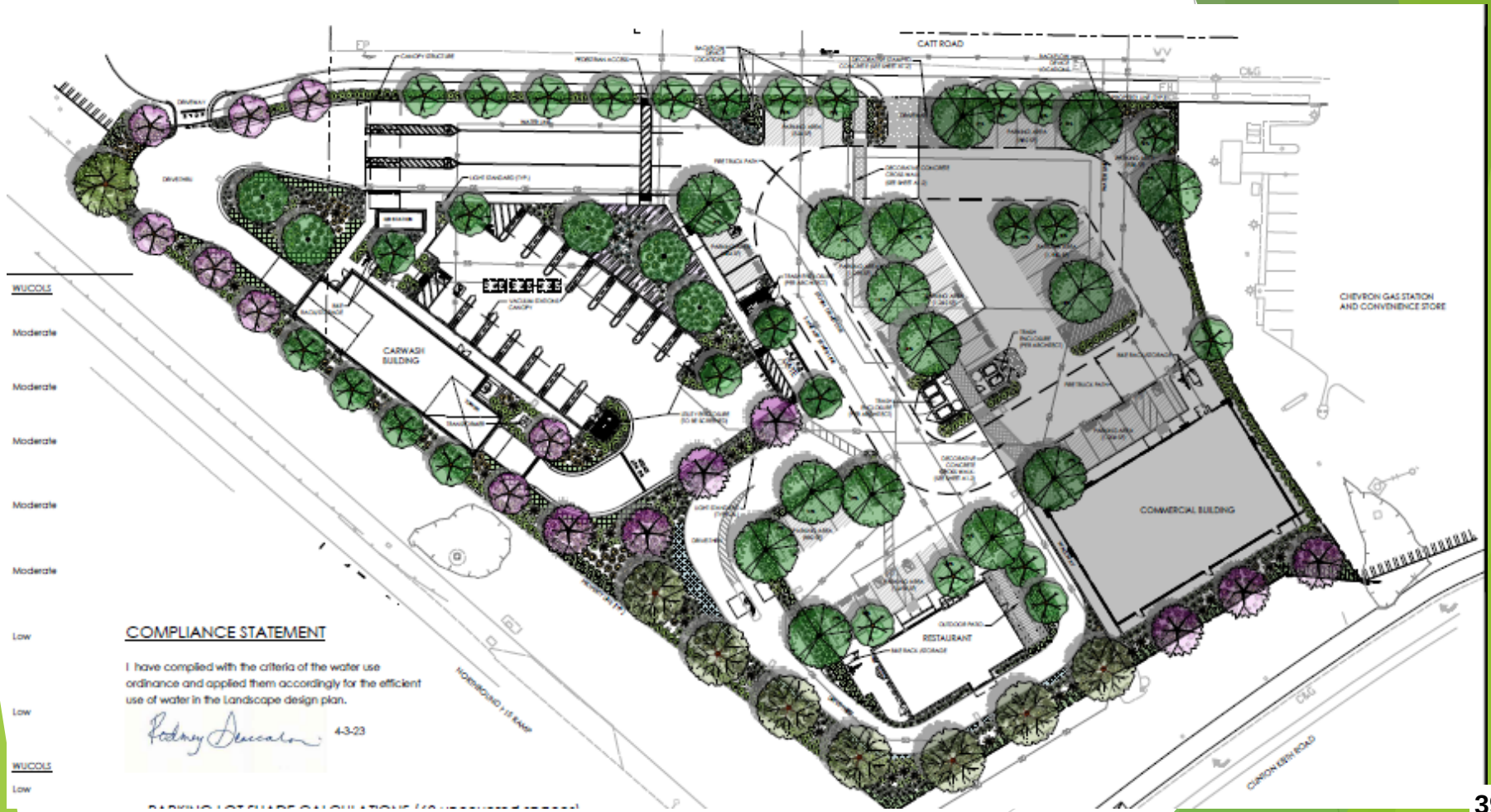




*** 100’ from a residential use.**

*** 600’ from any schools, parks, daycare centers, or youth centers.**

*** Location meets these standards.**


CATT ROAD
CHEVRON GAS STATION AND CONVENIENCE STORE
CARWASH BUILDING
COMMERCIAL BUILDING
RESTAURANT
HORNSBUND I 15 RAMP
CANYON KEITH ROAD
WUCOLS
Moderate
Moderate
Moderate
Moderate
Moderate
Low
Low
WUCOLS
Low
COMPLIANCE STATEMENT
I have compiled with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.
4-3-23



14996-Catt Crossing - View 3-02-15-2023



14996-Catt Crossing - View 1-02-15-2023



14996-Catt Crossing - View 3-03-06-2023



14996-Catt Crossing - View 1-03-06-2023

Staff Recommendations:

Based on Staff's analysis and the findings in the staff report, the planning department recommends the Commission take the following actions:

1) **Adoption of a Categorical Exemption in accordance with Section 15301 of CEQA;**

2) **Adopt PC Resolution No. 2024-13 recommending City Council approval of CUP No. 24-0035, subject to conditions; and**

3) **Adopt PC Resolution No. 2024-14 recommending City Council approval of Development Agreement No. 24-0035.**

From: Veronica Langworthy
To: Kim Strong
Cc: Greg Langworthy; Matthew Bassi
Subject: upcoming planning commission meeting
Date: Tuesday, October 1, 2024 5:37:20 AM

External Sender - From: (Veronica Langworthy <vlangworthy29@gmail.com>)
This message came from outside your organization.

Hi Kim —

Saw the agenda for upcoming planning commission meeting…

my intention to attend was waylaid by an early grandbaby in Texas — Caroline Louise Langworthy

concerns about the cannabis business:
* city staff and fire dept weighed in on the business but there does not appear to be law enforcement / sheriff dept report
— request and wait for a formal report from sheriff's dept from May 2020 to present about public safety issues — increases in DUI, illegal grow, theft, battery, assault, etc drug-related crimes. These need to be part of the finding of fact before moving forward.
* neighbors/commuters in proximity to Cake House West mention traffic incidents — the proposed location for Cake House East is at the I-15 / Clinton-Keith gateway to our city — an important corridor for emergency vehicles and commuters and shoppers.
*although not a park, there is a sensitive environmental mitigation area within 600 feet of the site.

other questions:
*how many cannabis businesses already are established in the city?
*how many properties have been inquired about?
*city said that to fund the District Attorney's Task Force the city projected 10 businesses would be needed for that purpose? How is overtaxation of Schedule I substance (https://www.dea.gov/drug-information/drug-scheduling) meeting the expenses to city for public safety and other costs?

Hope you will add these questions/comments to the conversation on Wednesday night.

Respectfully, Veronica Langworthy
951-704-4210

SUBJECT:

Village @ Monte Vista Business Park Plot Plan No. 18-0034 – EOT#2:
Planning Commission review of a 2-year extension of time to February 13, 2027 for the approved "Village @ Monte Vista" business park plot plan.

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:

The Planning Department recommends the Planning Commission take the following actions:

1. Find and determine that the Extension of Time #2 for Plot Plan No. 18-0034 does not require additional environmental review in accordance with Section 15162 of the California Environmental Quality Act (CEQA) guidelines; and

2. Adopt a Resolution entitled:

PC RESOLUTION NO. 2024-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A 2-YEAR EXTENSION OF TIME TO FEBRUARY 13, 2027 FOR THE APPROVED "VILLAGE @ MONTE VISTA" BUSINESS PARK PROJECT (PLOT PLAN NO. 18-0034) LOCATED ON THE SOUTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES CHAPTER 15162

PROJECT DESCRIPTION:

The Planning Commission reviewed the Village @ Monte Vista project on January 23, 2019 and recommended City Council approval of the proposed project. The City Council subsequently reviewed and approved the project at its February 13, 2019 meeting. The Council's approval consisted of the following actions:

1) Mitigated Negative Declaration (IS/MND) - The City Council adopted Resolution No. 2019-07 adopting a Mitigated Negative Declaration (SCH #2018101046) and Mitigation Monitoring and Reporting Program in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines.

2) Change of Zone (CZ) - The City Council adopted Ordinance No. 162 approving a change

of zone from R-R (Rural Residential) to R-1 (One family Dwelling Zone) for the 21.18+/- acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96+/- acre business park.

3) Tentative Tract Map No. 37476 - The City Council adopted Resolution No. 2019-08 approving Tentative Tract Map No. 37476 (subject to conditions) to subdivide the 38.57+ acre site into 84 lots, including 80 lots for single family residential development and 4 lots for commercial/ business park development.

4) Plot Plan (PP) - The City Council adopted Resolution No. 2019-09 approving Plot Plan No. 18-0034 (subject to conditions as amended by Council) to develop a 136,600 square-foot business park on 8.96+/- acres, including related on-site/ off-site improvements.

5) Final Site Plan Of Development (FSPOD) - The City Council adopted Resolution No. 2019-10 approving Final Site Plan of Development No. 18-0034 to develop 80 single family residential dwelling units 28.86+/- acres, including related on-site/ off-site improvements.
In accordance with the adopted conditions of approval for Tentative Tract Map No. 37476 and Plot Plan/FSPOD No. 18-0034, the final map is to be recorded, and construction on the business park and residential tract homes begun before February 13, 2022 (3 years after Council approval). As of the date of this report, Tentative Tract Map No. 37476 has been recorded and KB Homes has nearly completed development of the 84 single family lots. Therefore, this is not part of the EOT #2 request.

The approved business park, however, has not been issued permits nor has any construction begun on the approved 136,000 business park so a second extension of time is needed as outlined in the Applicant's justification letter (Attachment F). In accordance with Section 17.216.070.B of the WMC, the Applicant may request a 2-year extension of time for Plot Plan No. 18-0034. If approved by the Planning Commission, the new deadline to issue grading and building permits and begin construction on the business park will be February 13, 2027. Staff supports the extension of time as its reasonable and no changes are being proposed by the Applicant.

A copy of the February 13, 2019 City Council report packet, December 1, 2021 PC Report for EOT #1, the adopted IS/MND and the approved business park development plans are provided for Commission consideration (refer to Attachments B - F.)

PROJECT ANALYSIS:

Plot Plan No. 18-0034 / Extension of Time Discussion:
The approval or denial of the extension of time for Plot Plan No. 18-0034 is in the purview of the Planning Commission subject to specific findings. The Applicant has indicated the need for additional time to prepare improvement plans, pull grading and building permits and develop the approved project. In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved plot plan has not been modified from Council's original approval, nor has the Applicant requested any changes with the request. Thus, it is staff's opinion that the 2-year extension of time is a reasonable request.

Section 17.216.070.B of the Zoning Ordinance allows plot plans up to six (6) years of time extensions provided the Applicant files an application and filing fee with the Planning Director prior to the expiration date. The Planning Commission approved EOT #1 on December 1,

2021 granting a 3-year extension. The Applicant's current request (EOT #2) will be for a 2-year period. They filed the EOT #2 application and paid the required fee on October 8, 2024 well in advance of the February 13, 2024 deadline.

EOT Finding of Facts for Plot Plan No. 18-0034:
Pursuant to Section 17.216.070.C of the Zoning Ordinance, and in light of the record before it, including the staff report dated October 23, 2024 and all evidence and testimony heard at the public meeting for the proposed 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034, the Planning Department recommends the Planning Commission make the following findings:

Finding 1: The approved plot plan permit remains consistent with the adopted General Plan.

Evidence: The proposed EOT #2 for Plot Plan No. 18-0034 remains consistent with the City's General Plan in that the approved plot plan to develop a 136,600 square-foot business park with related on-site/off-site improvements and amenities is consistent with the intent of the General Plan land use designation of Business Park (BP) as these land use designations are intended to accommodate business park and other similar uses. The approved site plan was evaluated in accordance with these development standards and it has been determined that each standard has been met and/or exceeded as discussed within the staff report. In addition, the approved use also remains consistent with the following General Plan policies:

LU 2.1 The approved business park project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.
LU 4.1 The approved business park project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.
LU 6.1 The approved business park project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.
LU 22.1 The approved business park project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.
LU 22.4 The approved business park project will provide a specific housing type, style and density that is accessible to, and meets the needs, of a range of lifestyles, physical abilities and income levels.
LU 22.10 The approved business park project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.
LU23.6 The approved business park project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.
LU23.7 The approved business park project will be served by water and sewer along provided by EVMWD to meet the project demands.

Given these facts, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 2: The approved plot plan permit remains in conformance with the requirements of Title 17 (Zoning).

Evidence: The approved business park plot plan approved by the City Council remains consistent with applicable I-P zoning district and allowed uses. The plot plan was evaluated to determine compliance with the I-P development standards as required in the Chapter 17.88 of the Wildomar Municipal Code. In review of the approved plot plan, it has been determined that it remains consistent with all applicable development standards in terms of setbacks, building height, lot area and lot coverage. Further, the plot plan remains consistent with the parking and landscape standards required in Chapter 17.188 and 17.276 of the Wildomar Municipal Code, respectively. Based on these facts, the project is consistent with the Zoning Ordinance. The Applicant is not proposing any changes or modifications to the approved plot plan; therefore, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 3: The setting and local circumstances of the approved plot plan have not changed in such a way to make the previously approved plot plan incompatible or inappropriate with the surrounding area.

Evidence: The approved business park project to develop a 136,600 square-foot business park with related on-site/off-site improvements and amenities remains compatible and appropriate with the surrounding area. Based on the original plot plan findings, the approved project was designed to conform to a logical pattern of development as envisioned by the General Plan, and the project remains consistent with those findings. The adjacent properties have similar compatible land use designations that that have not changed. In addition, the construction of the project was conditioned to comply with all applicable City ordinances, codes, and standards including, including but not limited to, storm water runoff management and other drainage controls regulations which remain in full force and effect. Further, the MND/MMRP adopted for Plot Plan No. 18-0034 analyzed all potential impacts related to the approved project and outlined mitigation measures which remain applicable to the project and remain as adopted conditions of approval. These mitigation measures will continue to ensure compliance with the current setting and circumstances that remain the same as when the project was originally approved. Since there are no changes proposed to the approved plot plan, the approved project remains consistent with the original approval. Given these facts, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 4: The request and fee for the extension was filed prior to the expiration date of the approved plot plan permit.

Evidence: The Applicant submitted the EOT #2 application and paid the required fee on October 8, 2024 well in advance of the February 13, 2025 expiration date. Given this, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

ENVIRONMENTAL ANALYSIS:

CEQA Discussion:
In accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 – 21189.3, and the CEQA Guidelines, 14 CCR §§ 15000-15387, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) was adopted by the City Council upon recommendation from the Planning Commission on February 13,

2019 as part of its approval of Tentative Tract Map No. 37476 and Plot Plan No. 18-0034. A Notice of Determination (NOD) was filed with the Riverside County Clerk on February 18, 2019 within the prescribed time frame in accordance with CEQA.

CEQA Guideline 15162 provides that once a Mitigated Negative Declaration is adopted for a project, when a subsequent discretionary approval is required for the project, the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent MND for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR or MND to be prepared if one or more of the following conditions exist:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the MND was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or MND;
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or MND;
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

CEQA Determination Findings:
The Planning Department has evaluated the above criteria and determined that there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND, subsequent Negative Declaration, or an Addendum pursuant to Title 14 California Code of Regulations. Therefore, it can be concluded with certainty that no additional CEQA documentation is required, and staff recommends the Planning Commission hereby make the following findings:

1) *Substantial changes are not proposed in the project:*
The Applicant is not proposing any technical or physical changes to Plot Plan No. 18-0034 as part of the proposed extension of time #2. Therefore, no major revisions of the previously adopted MND/MMRP are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) *No Substantial Changes to the Project's Circumstances:*
No substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previously adopted MND/MMRP due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. The proposed 2-year extension of time request being considered for Plot Plan No. 18-0034 does not include any request for technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the approved tentative parcel map or plot plan. Further, the city has not been presented with any evidence that the physical setting of the project has substantially changed since the original MND/MMRP was adopted.

3) *No New Information of Substantial Importance:*
This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the City Council originally certified the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

PUBLIC NOTICE:

In accordance with Section 17.216.070 of the Wildomar Municipal Code, the Planning Department on October 9, 2024, mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the October 23, 2024 Planning Commission meeting. As this EOT #2 request does not require a public hearing and is not a new development project, the provisions of Ordinance No. 135 requiring the posting of a "notice of public hearing sign board" on the project site does not apply.

ATTACHMENTS:
Attach A - PC Resolution No 2024-17.pdf
Attach B - City Council Report-Original [2-13-19].pdf
Attach C - PC Report for EOT#1 [12-1-21].pdf
Attach D - Adopted IS-MND Packet [2-13-19].pdf
Attach E - Approved Bus Park Plans [2-13-21].pdf
Attach F - Applicant Justification Letter.pdf
Attach G - 3.1 Power Point Pres [10-23-24].pdf

PC RESOLUTION NO. 2024-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A 2-YEAR EXTENSION OF TIME TO FEBRUARY 13, 2027 FOR THE APPROVED "VILLAGE @ MONTE VISTA" BUSINESS PARK PROJECT (PLOT PLAN NO. 18-0034) LOCATED ON THE SOUTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES CHAPTER 15162

WHEREAS, an application for an Extension of Time #2 for Plot Plan No. 18-0034 to develop a 136,600 square-foot business park on 8.96+/- acres, including related on-site/ off-site improvements was filed by:

Applicant:	Subba Gopavarapu
Project Location:	East side of Monte Vista Rd., North of Wildomar Trail
Project Acreage:	8.96 acres
APN Number:	367-140-023, -024, -025 and -026

WHEREAS, the Applicant has submitted a formal application request and paid the required EOT processing fee on October 8, 2024, requesting a 2-year extension of time for Plot Plan No. 18-0034 prior to the expiration date of February 13, 2025; and

WHEREAS, the Planning Commission at a duly noticed public hearing on January 23, 2019 reviewed Tentative Tract Map No. 37476 and Plot Plan No. 18-0034 to develop the Nova Homes mixed use project consisting of an 80-lot single family project and a 136,600 square-foot business park with related on-site/off-site improvements and amenities, and recommended City Council approval of the project, including adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), subject to conditions; and

WHEREAS, the City Council at a duly noticed public hearing on February 13, 2019, upon recommendation from the Planning Commission, approved Tentative Tract Map No. 37476 and Plot Plan No. 18-0034, including adoption of a Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, in accordance with Chapter 16.12 and Chapter 17.216 of the Wildomar Municipal Code, the City of Wildomar Planning Commission on December 1, 2021 approved a 3-year extension of time to February 13, 2025 for Tentative Tract Map No. 37476 (which now has been recorded) and Plot Plan No. 18-0034; and

WHEREAS, in accordance with Chapter 17.216 of the Wildomar Municipal Code, the Planning Department on October 9, 2024 mailed a public meeting notice to all property

owners within a 600-foot radius of the business park project site notifying property owners of the October 23, 2024 Planning Commission meeting where the Commission would review the proposed 2-year extension of time (EOT #2) for Plot Plan No. 18-0034; and

WHEREAS, in accordance with Chapter 17.216 of the Wildomar Municipal Code, the City of Wildomar Planning Commission conducted the duly noticed public meeting on October 23, 2024, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed 2-year extension of time for Plot Plan No. 18-0034, and at which time the Planning Commission received public testimony concerning the extension of time.

NOW THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine, order as follows:

SECTION 1. CEQA FINDINGS.

In accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 – 21189.3, and the CEQA Guidelines, 14 CCR §§ 15000-15387, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) was adopted by the City Council upon recommendation from the Planning Commission on February 13, 2019 as part of its approval of Tentative Tract Map No. 37476 and Plot Plan No. 18-0034. A Notice of Determination (NOD) was filed with the Riverside County Clerk on February 18, 2019 within the prescribed time frame in accordance with CEQA.

CEQA Guideline 15162 provides that once a Mitigated Negative Declaration is adopted for a project, when a subsequent discretionary approval is required for the project, the lead agency may determine, based on substantial evidence, whether additional environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent MND for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all (Guideline 15162(b)). Guideline 15162(a) requires a subsequent EIR or MND to be prepared if one or more of the following conditions exist:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the MND was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or MND;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or MND;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The Planning Commission has evaluated the above criteria and determined that there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND, subsequent Negative Declaration, or an Addendum pursuant to Title 14 Cal. Code Regs. Section 15162. Therefore, it can be concluded with certainty that no additional CEQA documentation is required, and the Planning Commission hereby makes the following findings:

1) *Substantial changes are not proposed in the project:*
The Applicant is not proposing any technical or physical changes to Plot Plan No. 18-0034 as part of the proposed extension of time #2. Therefore, no major revisions of the previously adopted MND/MMRP are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) *No Substantial Changes to the Project's Circumstances:*
No substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previously adopted MND/MMRP due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. The proposed 2-year extension of time request being considered for Plot Plan No. 18-0034 does not include any request for technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the approved tentative parcel map or plot plan. Further, the city

has not been presented with any evidence that the physical setting of the project has substantially changed since the original MND/MMRP was adopted.

3) *No New Information of Substantial Importance:*
This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the City Council originally certified the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

SECTION 2. EOT FINDINGS FOR PLOT PLAN NO. 18-0034

Pursuant to Section 17.216.070.C of the Zoning Ordinance, and in light of the record before it, including the staff report dated October 23, 2024 and all evidence and testimony heard at the public meeting for the proposed 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034, the Planning Commission hereby make the following findings:

Finding 1: The approved plot plan permit remains consistent with the adopted General Plan.

Evidence: The proposed EOT #2 for Plot Plan No. 18-0034 remains consistent with the City's General Plan in that the approved plot plan to develop a 136,600 square-foot business park with related on-site/off-site improvements and amenities is consistent with the intent of the General Plan land use designation of Business Park (BP) as these land use designations are intended to accommodate business park and other similar uses. The approved site plan was evaluated in accordance with these development standards and it has been determined that each standard has been met and/or exceeded as discussed within the staff report. In addition, the approved use also remains consistent with the following General Plan policies:

LU 2.1 The approved business park project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The approved business park project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The approved business park project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The approved business park project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The approved business park project will provide a specific housing type, style and density that is accessible to, and meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The approved business park project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The approved business park project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The approved business park project will be served by water and sewer along provided by EVMWD to meet the project demands.

Given these facts, the proposed request for a 2-year extension of time (EOT #2 of 3) to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 2: The approved plot plan permit remains in conformance with the requirements of Title 17 (Zoning).

Evidence: The approved business park plot plan approved by the City Council remains consistent with applicable I-P zoning district and allowed uses. The plot plan was evaluated to determine compliance with the I-P development standards as required in the Chapter 17.88 of the Wildomar Municipal Code. In review of the approved plot plan, it has been determined that it remains consistent with all applicable development standards in terms of setbacks, building height, lot area and lot coverage. Further, the plot plan remains consistent with the parking and landscape standards required in Chapter 17.188 and 17.276 of the Wildomar Municipal Code, respectively. Based on these facts, the project is consistent with the Zoning Ordinance. The Applicant is not proposing any changes or modifications to the approved plot plan; therefore, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 3: The setting and local circumstances of the approved plot plan have not changed in such a way to make the previously approved plot plan incompatible or inappropriate with the surrounding area.

Evidence: The approved business park project to develop a 136,600 square-foot business park with related on-site/off-site improvements and amenities remains compatible and appropriate with the surrounding area. Based on the original plot plan findings, the approved project was designed to conform to a logical pattern of development as envisioned by the General Plan, and the project remains consistent with

those findings. The adjacent properties have similar compatible land use designations that that have not changed. In addition, the construction of the project was conditioned to comply with all applicable City ordinances, codes, and standards including, including but not limited to, storm water runoff management and other drainage controls regulations which remain in full force and effect. Further, the MND/MMRP adopted for Plot Plan No. 18-0034 analyzed all potential impacts related to the approved project and outlined mitigation measures which remain applicable to the project and remain as adopted conditions of approval. These mitigation measures will continue to ensure compliance with the current setting and circumstances that remain the same as when the project was originally approved. Since there are no changes proposed to the approved plot plan, the approved project remains consistent with the original approval. Given these facts, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

Finding 4: The request and fee for the extension was filed prior to the expiration date of the approved plot plan permit.

Evidence: The Applicant submitted the EOT #2 application and paid the required fee on October 8, 2024 well in advance of the February 13, 2025 expiration date. Given this, the proposed request for a 2-year extension of time to February 13, 2027 for Plot Plan No. 18-0034 meets this finding.

SECTION 3. PLANNING COMMISSION ACTION

The Planning Commission of the City of Wildomar, based on the criteria/findings above, hereby adopts PC Resolution No. 2024-17 approving a 2-year extension of time (EOT #2 of 3) to February 13, 2027 for Plot Plan No. 18-0034 to develop a 136,600 square-foot business park on 8.96+/- acres, subject to the conditions of approval adopted by the City Council on February 13, 2019, as amended herein, and attached hereto this Resolution as Exhibit 1.

PASSED, APPROVED AND ADOPTED this 23rd day of October, 2024.

_____
Eric Filar
Planning Commission Chairman

ATTEST:

_____
Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

_____
Stephanie Gutierez
Assistant City Attorney

ATTACHMENT A – EXHIBIT 2
CONDITIONS OF APPROVAL

"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)

APN's: 367-140-008; 367-140-010 & 367-140-012

~~Plot Plan No. 18-0034 (Business Park) Date: February 13, 2019 (by City Council) EOT #1 Approval Date = December 1, 2021~~ EOT #2 Approval Date = October 23, 2024	~~Tentative Tract Map No. 37476 Expiration Date: February 13, 2022 EOT #1 Expiration Date = February 13, 2025~~ EOT #2 Expiration Date = February 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
PLANNING DEPARTMENT CONDITIONS			
Standard Conditions			
1. ~~In compliance with Chapter 15094 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the required California Department of Fish and Wildlife (Fish and Game Code Chapter 711.4.d.3) fee, and the Riverside County Clerk administrative fee (paid by the Applicant) in the amount of **$2,404.75**. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Chapter 711.4(c)). The above fee shall be provided to the Planning Department no later than February 14, 2019 and is broken down as follows:~~ ~~a. California Department of Fish and Wildlife = $2,354.75~~ ~~b. Riverside County Clerk Administrative Fee = $50.00~~	~~February 14, 2019~~	~~Planning Department~~	Satisfied Per Matthew Bassi
2. *The Applicant's signature below, which shall be submitted to the Planning Department on or before November 6, 2024, hereby verifies the "Acceptance of the Conditions of Approval" contained within this conditions of approval matrix.* *Applicant Signature* *Date*	*November 6, 2024*	*Planning Department*	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
APN's: 367-140-008; 367-140-010 & 367-140-012			
~~Plot Plan No. 18-0034 (Business Park) Date: February 13, 2019 (by City Council)~~ ~~EOT #1 Approval Date = December 1, 2021~~ EOT #2 Approval Date = October 23, 2024	**~~Tentative Tract Map No. 37476 Expiration Date: February 13, 2022~~ ~~EOT #1 Expiration Date = February 13, 2025~~ EOT #2 Expiration Date = February 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
3.	The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Chapter 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the Applicant of any Action brought and request that Applicant defend the City. It is expressly agreed that Applicant may select legal counsel providing the Applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The Applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to	Ongoing	Planning Department	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
APN's: 367-140-008; 367-140-010 & 367-140-012			
~~Plot Plan No. 18-0034 (Business Park) Date: February 13, 2019 (by City Council) EOT #1 Approval Date = December 1, 2021~~ EOT #2 Approval Date = October 23, 2024	**~~Tentative Tract Map No. 37476 Expiration Date: February 13, 2022 EOT #1 Expiration Date = February 13, 2025~~ EOT #2 Expiration Date = February 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
	Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and Applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, Applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Applicant in the defense of any Action.			
4.	~~Plot Plan No. 18-0034 shall not become effective until 30 days after the second reading of the Ordinance approving Change of Zone No. 18-0034 by the City Council. No grading or building permits shall be issued until after the effective date of the change of zone.~~	~~April 13, 2019~~	~~Planning Department~~	Satisfied Per Matthew Bassi
5.	~~Within 30 days after approval of the second reading of the Ordinance approving Plot Plan No. 18-0034 by the City Council, the Applicant shall pay all applicable outstanding/negative deposit account balances (#18-0034). Failure to pay the outstanding balance by the due date may result in delays in the processing building permits.~~	~~May 13, 2019~~	~~Planning Department~~	Satisfied Per Matthew Bassi
6.	*Approval of Plot Plan No. 18-0034 / EOT#1 for the proposed business park shall now expire on February 13, 2027 if grading and/or building permits have not been issued and substantial construction work has not commenced on the project site. For the purposes of this condition, the term "commenced" means either the beginning of substantial construction of facilities for the use that is authorized, which construction must thereafter be pursued diligently to completion, or the*	*February 13, 2027*	*Planning Department*	

	actual occupancy of existing buildings or land under the terms of the authorized use. The Applicant may submit a request for a one-year Extension of Time #2 (EOT) for review and approval of the Planning Director in accordance with Chapter 17.216.070 of the Wildomar Municipal Code. Said extension of time application and fee must be submitted prior to the expiration date. If a request for an EOT has not been submitted by this deadline, then Plot Plan No. 18-0034 shall automatically become null and void.			
7.	~~In accordance with Chapter 66020.d.1 of the Government Code, the Applicant has 90 days from project approval to file a protest of the imposition of fees, dedications, reservations, or other exactions being imposed on this project. Notice is hereby given to the Applicant that the 90-day appeal period begins with the tentative approval date by City Council on February 13, 2019.~~	~~May 13, 2019~~	~~Planning Department~~	Satisfied per Matthew Bassi
8.	Applicant hereby understands and agrees that failure to comply with all Conditions of Approval may result in the City Council taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the plot plan.	On-Going	Planning Department	
9.	The project site shall be developed in accordance with the approved development plans for Plot Plan No. 18-0034 as approved by the City Council on February 13, 2019. The Applicant may request a modification/revision to the approved project, if needed, in accordance with Chapter 17.228 of the Wildomar Municipal Code.	Ongoing	Planning Department	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
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~~Plot Plan No. 18-0034 (Business Park) Date: February 13, 2019 (by City Council)~~ ~~EOT #1 Approval Date = December 1, 2021~~ EOT #2 Approval Date = October 23, 2024	~~Tentative Tract Map No. 37476 Expiration Date: February 13, 2022~~ ~~EOT #1 Expiration Date = February 13, 2025~~ EOT #2 Expiration Date = February 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
10. The proposed Project shall comply with existing SCAQMD rules for the reduction of fugitive dust emissions in accordance with SCAQMD Rule 403.	On-Going	Planning Department	
11. Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded. Temporary erosion controls shall occur immediately upon establishing planting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. Prior to occupancy, the Applicant shall plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.	On-Going	Planning Department	
12. If human remains are encountered during grading activities, State Health and Safety Code Chapter 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Chapter 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation	On-Going	Planning & Engineering Depts.	

	concerning the treatment of the remains as provided in Public Resources Code Chapter 5097.98.			
13.	The Applicant is prohibited from using any sort of blasting device/activity during all grading and/or construction operations.	On-Going	Planning Department	
14.	The proposed development approved by the City Council shall comply with the standards and requirements of the City's Light Pollution Ordinance in accordance with Chapter 8.64 of the Wildomar Municipal Code.	On-Going	Planning Department	
15.	As required by Chapter 8.56 of the WMC, subsequent development on the site will need to comply with the County of Riverside, Department of Environmental Health, Local Enforcement Agency (LEA) for all activities related to potential hazardous materials.	On-Going	Planning Department	
16.	The Applicant shall be required to provide at least one (1) 220 volt electric vehicle plug in fixture in each enclosed garage. This information shall be provided on the construction drawings when they are submitted to the Building Department.	On-Going	Planning & Building Departments	
17.	The Applicant shall provide EV charging stations, EV parking spaces, and bike racks/spaces within the business park development area (i.e., Lots 81 – 84 of TTM 374176) in accordance with the current Cal-Green building code standards and requirements at the time of construction drawing submittals. This information shall be reflected on the construction drawings submitted to the Building Official prior to the issuance of building permits.	On-Going	Planning & Building Departments	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
18. All plot plans 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 Title 16 (Subdivisions) in such a manner that each building is located on a separate legally divided parcel.	On-Going	Planning & Building Departments	
Mitigated Negative Declaration (MND) Mitigation Measures (remain in full force & effect)			
Biological Resources			
19. **BIO-1** Vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities that may directly (e.g., grading) or indirectly (e.g., noise) affect protected nesting avian species shall be timed to avoid the typical avian nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors). If such activities are scheduled to occur during the nesting season, a qualified biologist shall conduct a preconstruction survey for nesting raptors and other protected avian species within 500 feet of proposed disturbance activities. The preconstruction survey shall be conducted no more than 14 days prior to the start of vegetation clearing/grubbing. As determined necessary by the biologist, surveys for nesting birds may be required to continue during grading/construction to address the potential for new arrivals and unique species' breeding seasons. The necessity and timing of these continued surveys shall be determined by the biologist in coordination	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Public Works & Planning Depts.	

	with the City, the Western Riverside County Regional Conservation Authority, and participating wildlife agencies as needed. If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the City, the Western Riverside County Regional. Conservation Authority, and participating wildlife agencies, and an appropriate no-disturbance buffer shall be imposed (to be determined by the biologist) within which no vegetation clearing/grubbing, ground disturbance, and construction activities shall take place (generally 500 feet in all directions for raptors; other avian species may have species-specific requirements) until the young have fledged and are no longer reliant upon the nest or parental care for survival, as determined by the biologist.			
20.	**BIO-2** Due to the presence of potentially suitable habitat on the project site and in adjacent off-site areas, a 30-day preconstruction survey for burrowing owl is required pursuant to the MSHCP. If burrowing owls are determined present during the 30-day preconstruction survey, occupied burrows shall be avoided to the greatest extent feasible, following the guidelines in the Staff Report on Burrowing Owl Mitigation published by California Department of Fish and Wildlife (2012) including, but not limited to, conducting preconstruction surveys, avoiding occupied burrows during the nesting and non-breeding seasons, implementing a worker awareness program, biological monitoring, establishing avoidance buffers, and flagging burrows for avoidance with visible markers. If occupied burrows cannot be avoided, acceptable methods may be used to exclude burrowing owl either temporarily or permanently, pursuant to a Burrowing Owl Exclusion Plan that shall be	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Public Works & Planning Depts.	

	prepared and implemented to the approval of the City and the Western Riverside County Regional Conservation Authority.			
21.	**BIO-3** The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status wildlife species: • Prior to vegetation clearing/grubbing, a biological monitor shall conduct a preconstruction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and to review project boundaries. Prior to vegetation clearing/grubbing, a biological monitor shall inspect the limits of protective fencing along the work limits adjacent to on/off-site habitats to remain. Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are returned to pre-project contours using a local native plant hydroseed mix.	Prior to any vegetation removal or ground-disturbing activities.	City of Wildomar Public Works & Planning Depts.	
Cultural Resources				
22.	**CUL-1** To address the possibility that historical, archaeological, and/or tribal cultural resources (collectively referred to as "cultural resources" in these mitigation measures) may be encountered during grading or construction, a qualified professional archaeologist shall monitor all construction activities that could potentially impact cultural resources (e.g., grading, excavation, and/or trenching). The Pechanga Band of Luiseño Indians may assign individuals to monitor all grading,	During any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department	

	excavation, and groundbreaking activities as well, and the tribal monitors shall be allowed on-site during any construction activities that could potentially impact cultural resources. However, monitoring may be discontinued as soon the qualified professional and the appropriate tribe(s) are satisfied that construction will not disturb cultural resources.			
23.	**CUL-2** At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the tribe(s) that intend to assign tribal monitors pursuant to mitigation measure CUL-1. The archaeologist and the tribal monitor(s) will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any cultural resources discovered on the project site.	Thirty days (30) prior to any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	
24.	**CUL-3** At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project applicant shall contact the Pechanga Band of Luiseño Indians with notification of the proposed grading and shall enter into a Tribal Cultural Resources Treatment and Monitoring Agreement with the tribe. The agreements shall include, but not be limited to, outlining provisions and requirements for addressing the handling of tribal cultural resources; project grading and development scheduling; terms of compensation for tribal monitors; treatment and final disposition of any tribal cultural resources, including but not limited to sacred sites, burial goods, and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities.	During any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	

	The terms of the agreements shall not conflict with any of these mitigation measures. A copy of the signed agreement shall be provided to the Planning Director and the Building Official prior to the issuance of the first grading permit.			
25.	**CUL-4** If during grading or construction activities, cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by the archaeologist and the tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the archaeologist. The report shall include a list of the resources discovered; documentation of each site/locality; interpretation of the resources identified; a determination of whether the resources are historical resources, unique or non-unique archeological resources, and/or tribal cultural resources; and the method of preservation and/or recovery for the identified resources. If the archaeologist, in consultation with the tribes, determines the cultural resources to be either historic resources or unique archaeological resources, avoidance and/or mitigation will be required pursuant to and consistent with CEQA Guidelines Section 15064.5(c) and Public Resources Code Section 21083.2. Further ground disturbance shall not resume within the area of the discovery until the City, project applicant, project archaeologist, and consulting tribe(s) reach an agreement regarding the appropriate treatment of the cultural resources, which may include avoidance or appropriate mitigation. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological and cultural resources. Work may continue outside	During any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	

	of the buffer area and will be monitored by additional tribal monitors, if needed as determined by the project archaeologist and the consulting tribe(s).			
26.	**CUL-5** In the event that cultural resources are discovered during the course of grading (inadvertent discoveries), the following shall be carried out for final disposition of the discoveries: a) The landowner(s) shall agree to relinquish ownership of all recovered tribal cultural resources to the consulting tribe(s), including sacred items and all artifacts as part of the required treatment for impacts to cultural resources. b) One or more of the following treatment, in order of preference below, with (i) being the preferred treatment and (ii) being the secondary preferred treatment, shall be employed with the agreement of all Parties. Evidence of such agreement shall be provided to the City: i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in place they were found with no development affecting the integrity of the resources. ii. On-site relocation to a preservation area shall be accomplished as requested by the consulting tribe(s). The preservation area location shall be governed by measures and provisions to protect the preservation area from any future impacts in perpetuity. Relocation shall not occur until all legally required cataloging and basic recordation have been	During any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	

	completed. No recordation of sacred items is permitted without the written consent of the consulting tribe(s). c) Only if (i) and (ii) above cannot be employed, curation shall be arranged with an appropriate qualified repository that meets federal standards per 36 CFR Part 79. The cultural resources would be professionally curated and made available to other archeologists/researchers/tribal governments for further research and culturally appropriate use. The collections and associated records shall be transferred to a curation facility meeting the above federal standards to be accompanied by a curation agreement, and payment of any fees necessary for permanent curation.			
27.	**CUL-6** Construction personnel involved in excavation and grading activities shall be informed of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. A professional meeting the Society of Vertebrate Paleontology's standards shall provide the preconstruction training. The City shall ensure the grading plan notes include specific reference to the potential discovery of fossils. If potentially unique paleontological resources (fossils) are inadvertently discovered during project construction, work shall be halted immediately within 50 feet of the discovery, the City shall be notified, and a professional paleontologist shall be retained to determine the significance of the discovery. The paleontologist shall establish procedures for paleontological resource surveillance throughout project construction and shall establish, in cooperation with the project applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils.	During any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	

	Excavated finds shall be offered to a State-designated repository such as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences.			
28.	**CUL-7** If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. Subsequently, the Native American Heritage Commission shall identify the most likely descendant and notify them of discovery. The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	During any ground-disturbing construction activities	City of Wildomar Public Works Department and Planning Department	
Geology/Soils				
29.	**GEO-1** The project applicant shall incorporate the recommendations of the preliminary geotechnical/geological Public Works study prepared by Soils Southwest (2018a; **Appendix 5.0**) into project plans related to the proposed project. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Code. A licensed	Prior to any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department	

	professional engineer shall prepare the plans, including those that pertain to soil Public Works, structural foundations, pipeline excavation, and installation. All on-site soil Public Works activities shall be conducted under the supervision of a licensed geotechnical engineer or certified Public Works geologist. All plans will be subject to the approval of the City Engineer.			
Hazards and Hazardous Materials				
30.	**HAZ-1** Prior to the issuance of building permits, the project applicant shall demonstrate, to the satisfaction of the City Building Official and the Riverside County Fire Chief, compliance with the 2016 California Building Code or the most recent edition of the 2016 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including those regulations pertaining to materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code and California Residential Code (or most recent edition); specifically California Building Code Chapter 7A; California Residential Code Section R327; California Residential Code Section R337; California Referenced Standards Code Chapter 12-7A; and California Fire Code Chapter 49.	Prior to issuance of building permits	City of Wildomar Building Department and Riverside County Fire Department	
31.	**HAZ-2** Prior to the issuance of a certificate of occupancy, the applicant shall demonstrate, to the satisfaction of the City Building Official and the County Fire Chief, compliance with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182.	Prior to issuance of certificate of occupancy	City of Wildomar Building Department and Riverside County Fire Department	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
Noise			
32. **NOI-1:** Construction Noise Impacts. In addition to adherence to the City of Wildomar's policies found in the General Plan Noise Element and the Municipal Code limiting the construction hours of operation, the following measures shall be implemented to reduce construction noise and vibrations emanating from the proposed project: 1. During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. 2. The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receptors nearest the project site. 3. Equipment shall be shut off and not left to idle when not in use. 4. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction. 5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources shall be shielded, and noise shall be directed away from sensitive receptors. 6. The contractor shall limit the use of heavy equipment or vibratory rollers and soil compressors within 25 feet of existing structures to the greatest degree possible.	During each construction phase or any ground-breaking activity	Planning and Public Works Departments	

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Transportation/Traffic			
33. **TRA-1 Traffic Signal.** The project applicant shall install a traffic signal at Monte Vista Drive / Project North Access -#6 (on "New" Street). The applicant shall also ensure that, at project buildout, all traffic signals within the study area function as a coordinated system.	Prior to Occupancy Permits	Planning and Public Works Departments	
Tribal Cultural Resources			
34. Refer to mitigation measures **CUL-1 through CUL-5 and CUL-7** for implementation of applicable mitigation measures related to tribal cultural resources.	CUL-1 through CUL-5 and CUL-7	Planning and Public Works Departments	
Prior to Issuance of Grading Permits			
35. Prior to the issuance of a grading permit, the Applicant shall submit a haul permit for any import of material to the site or export of material off-site for review and approval by the City Engineer and Planning Director. The request for a haul permit shall include a haul route plan addressing the limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This haul permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site. If the proposed material source or disposal site does not have an approved environmental assessment, a grading environmental assessment shall be submitted for review and approval by the Planning Director prior to the issuance of the haul permit.	Prior to Issuance of a Grading Permit	Planning and Public Works Departments	

36.	Prior to the issuance of a grading permit for the single family residential portion of the project, the Applicant shall submit two (2) sets of final/detailed landscape and irrigation plans prepared by a registered landscape architect to the Planning Director and City's Landscape Architect for review and approval.	Prior to Issuance of Grading Permits	Planning Department	
37.	Prior to the issuance of a grading permit for the business park development portion of the project, the Applicant shall submit two (2) sets of final/detailed landscape and irrigation plans prepared by a registered landscape architect to the Planning Director and City's Landscape Architect for review and approval.	Prior to Issuance of Grading Permits	Planning Department	
38.	The following special landscape requirements/conditions shall be applied to the landscape and irrigation plans required under Planning Condition No. 34 & 35 above: a) Provide separate slope planting design and plant palette from non-slope areas. Use various spreading groundcovers on slopes to provide 100% coverage and slope erosion control within 1 year. b) Provide a Basin landscape design to show a list/palette of shrubs that go in the basin area slopes and bottom if applicable. c) Tubular Steel Fencing shall be provided as designed and shown on the approved plans. d) Provide enhanced paving area with pavers or stamped color concrete at project entries.	Prior to Issuance of Grading Permits	Planning Department	

	e) Provide accent trees at project interior corners, corridors and end of streets/cul-de-sacs per the approved conceptual landscape plans. f) The proposed picnic shelter, pool area, tot-lot/basketball court area and dog park shall be designed to be consistent with the approved plans. g) Vertical/screening type trees at end of buildings shall be designed to be consistent with the approved plans. h) Provide vertical theme trees and or Date Palms at pool area, (18'BTH Min.) i) All site amenities, benches, tot-lots, trash receptacles, etc., shall be designed to be consistent with the approved plans. j) Accent trees 36"-box and 48"-box shall be provided at end of streets, corners, etc., per the approved plans.			
Prior to Issuance of Building Permits				
39.	Prior to issuance of building permits for Plot Plan No. 18-0034, the Applicant shall submit a detailed/final photometric analysis for review and approval by the Planning and Building departments. The proposed development approved by the City Council shall comply with the standards and requirements of the City's Light Pollution Ordinance in accordance with Chapter 8.64 of the Wildomar Municipal Code.	Prior to Issuance of Building Permits	Planning & Building Departments	
40.	Prior to the issuance of a building permit, the Applicant shall prepare a comprehensive sign program for the project for review and approval by the Planning Director. The sign program shall be consistent with all	Prior to Issuance of Building Permits	Planning Department	

	applicable provisions of Chapter 17.252 (Sign Regulations) of the Wildomar Municipal Code.			
Prior to Issuance of a Certificate of Occupancy				
41.	Prior to the issuance of occupancy permits, all required landscape planting and irrigation shall be inspected, and installed consistent with the approved construction plans and shall be in a condition acceptable to the Planning Director, or his designee. All plants shall be healthy and free of weeds, disease, or pests. The irrigation system shall be properly constructed and in good working order which may be verified via an irrigation audit. .	Prior to the Issuance of Occupancy Permits	Planning Department	
42.	Prior to the issuance of occupancy permits, the following conditions shall be satisfied: • Performance securities, in the amount determined by the City Landscape Architect and Planning Director, shall be provided to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities shall be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained in accordance with the approved landscape plans. A deposit to cover re-inspection of the landscape, at the current City	Prior to the Issuance of Occupancy Permits	Planning Department	

	rate shall be posted with the Planning Department prior to re-inspection for maintenance bond release. • The project landscape contractor shall provide the City with the Landscape Installation Certification of Completion stating that the landscaping was installed per the approved plans. The City will review the Certificate and conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.			
43.	In accordance with Chapter 17.92.040.D of the WMC, the applicant shall provide a decorative block wall along the south and east property lines of the business park as these property lines abut residential zoned properties. These wall shall be reflected on the construction drawings as part of the building plan check process.	Prior to Occupancy Permits	Planning and Building Departments	
44.	Prior to the Issuance of Occupancy Permits for the Hotel proposed on Lot 82 of Tentative Tract Map No. 37476, the Applicant shall install a traffic signal at the intersection of Bundy Canyon Road and Monte Vista Drive. *(added by City Council on 2/13/19)*	Prior to Occupancy Permits	Planning and Public Works Departments	

ATTACHMENT A – EXHIBIT 2
CONDITIONS OF APPROVAL

"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)

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PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS				
General Requirements/Conditions				
1.	The project shall comply with all conditions of approval for Tentative Tract Map No. 37476 to the satisfaction of the City Engineer.	On-Going	Public Works Dept.	
2.	The project shall comply with all mitigation measures identified in the approved Traffic Impact Analysis to the satisfaction of the City Engineer.	On-Going	Public Works Dept.	
3.	The Developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Public Works Dept.	
4.	Should Developer elect to develop this project in phases, appropriate phasing plans shall be submitted for review and approval by the City Engineer and Community Development Director.	On-Going	Public Works Dept. Planning Dept.	
5.	The project site shall accommodate for construction of future drainage Line "C" by Riverside County Flood Control and Water Conservation District (RCFC&WCD) to the satisfaction of the City Engineer and RCFC&WCD. Developer shall coordinate final engineering design with RCFC&WCD prior to project plan submittal to the City for plan checking.	On-Going	Public Works Dept.	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
6. No grading shall be performed without the prior issuance of a grading permit by the City.	Prior to Issuance of Grading Permits/On-Going	Public Works Dept.	
7. Prior to issuance of any permits, the Developer shall provide a current Title Report and show all easements, rights-of-way, and encumbrances to the satisfaction of the Public Works Director. If the Developer is different than the owner identified in the Title Report then a notarized letter authorizing the Developer to improve the property shall be provided.	Prior to Issuance of any permits.	Public Works Dept. Building Dept.	
8. All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. The Developer shall obtain a grading permit from the Building Department for any grading which includes 50 or more cubic yards.	On-Going	Public Works Dept. Building Dept.	
9. All necessary measures to control dust shall be implemented by the Developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	Prior to Issuance of Grading Permits/On-Going	Public Works Dept.	
10. Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer. Contour grade to mimic natural slopes in the area.	On-Going	Public Works Dept.	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
APN's: 367-140-008; 367-140-010 & 367-140-012			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
11. Grading in excess of 199 cubic yards will require a grading agreement and a performance security to be posted with the City. Grading Agreements require City Council Approval unless authority is delegated to the City Engineer.	On-Going	Public Works Dept.	
12. The Developer/owner or contractor shall apply for an Encroachment Permit for work performed within the public right of way. Compliance with current environmental regulations applies and additional studies and/or permits may be required.	On-Going	Public Works Dept.	
13. Storm water and non-storm water discharges from the project site shall be mitigated in conformance with the applicable Regional Water Quality Control Board permit(s) and/or site specific SWPPP prior to entering into the MS4s.	On-Going	Public Works Dept.	
14. For commercial/industrial projects, the Developer shall submit a Business Registration application to the city for approval. The Business Registration shall indicate that this business in required to submit a Storm water Compliance Deposit to the City for ongoing Commercial/Industrial Inspection requirements of the City's MS4 permit (NPDES Inspection). The requirement for storm water compliance deposits and NPDES inspections are recurring for the duration of the conditional use permit. The Developer/applicant shall also provide to the Planning Department, as part of the Business' Statement of Operations, a copy of the educational materials, business' handbook, training or similar documents describing the business' best management practices for storm water pollution prevention.	On-Going	Public Works Dept.	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
APN's: 367-140-008; 367-140-010 & 367-140-012			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
15.	The Developer shall provide all tenants/employees/homeowners with educational materials regarding Best Management Practices for Stormwater Pollution Prevention. Educational materials are available on the Riverside County Flood Control and Water Conservation District's website.	On-Going	Public Works Dept.	
16.	The commercial portion of the project shall include recycling facilities per current California State Standards and to the satisfaction of the City Engineer.	On-Going	Public Works Dept.	
17.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Public Works Dept.	
18.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Public Works Dept.	
19.	Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded. The soils engineer shall review the erosion control plans for conformance with the Geotechnical Report's Findings and Recommendations. Erosion control shall be placed within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Developer shall plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with soil stabilizers and ground	Prior to Issuance of a Grading Permit/On-Going	Public Works Dept. Planning Dept.	

	cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer and City Planner.			
20.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred or covered under the City's Community Facility District (CFD Services).	On-Going	Public Works Dept.	
21.	The Developer shall annex into the City's Community Facility District (CFD Services) and/or Landscape Lighting & Maintenance District and pay associated costs for annexation. Should this project lie within any assessment/benefit district that duplicates the services to be covered under CFD Services then the Developer shall de-annex from said assessment/benefit district.	Prior to Map Recordation	Public Works Dept.	
22.	The Developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Public Works Dept.	
23.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Public Works Dept.	
24.	Improvement Plans for underground utilities (e.g., Water, sewer, electrical, telecommunications, etc.) to be placed in public right of way or easement that will be owned and maintained by other entities shall	On-Going	Public Works Dept.	

	be reviewed by the City. The City shall have a place on the Title Sheet to accept the plans with a statement "The city's acceptance is limited to the placement of utilities relative to public infrastructure clearances, uses and future plans within the right of way." The plans shall be attached to a city Encroachment Permit.			
25.	All flood control plans to be reviewed by the City or the Riverside County Flood Control District (RCFCD) shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer. For projects requiring RCFCD review the Developer shall pay the appropriate fees to RCFCD.	On-Going	Public Works Dept.	
26.	The storm drain proposed to be constructed in Monte Vista Drive shall require an encroachment permit from the City. Plans shall be submitted for review and approval prior to issuance of the permit.	Prior to Issuance of Encroachment Permits	Public Works Dept.	
27.	The Developer shall submit to the City Engineer, traffic control plans for construction located in a public right of way to ensure the continued flow of traffic during construction.	Prior to Issuance of Encroachment Permits	Public Works Dept.	
28.	Cross lot drainage is undesirable and will not be allowed without justification and approval by the City Engineer.	On-going	Public Works Dept.	
Prior to the Issuance of Grading Permits				
29.	Prior to issuance of a grading permit, the Developer shall submit a grading and erosion control plan for review and approval by the City Engineer.	Prior to Issuance of a Grading Permit	Public Works Dept.	

30.	Prior to issuance of a grading permit, the Developer shall submit drainage plans and plans for bio-basins and retention basins for review and approval by the City Engineer.	Prior to Issuance of a Grading Permit	Public Works Dept.	
31.	The Developer shall submit a geotechnical soils report to the City Engineer for review and approval prior to issuance of grading permit. The findings and recommendations shall reflect current conditions and the report shall be no older than one (1) year. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.	Prior to Issuance of a Grading Permit	Public Works Dept.	
32.	Prior to the issuance of a grading permit, it shall be the sole responsibility of the applicant to obtain any and all easements and/or permissions necessary to perform the grading required for the project. A notarized letter of permission from all affected property owners or easement holders, or encroachment permit, is required for all off-site grading.	Prior to Issuance of a Grading Permit	Public Works Dept.	
33.	The project specific SWPPP and an Erosion/Sediment Control plan shall be approved by the City Engineer.	Prior to Issuance of a Grading Permit	Public Works Dept.	
34.	The Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES); obtain a construction permit from the State Water Resource Control Board (SWRRCB); and, reference the WDID number on the improvement/grading plans.	Prior to Issuance of a Grading Permit	Public Works Dept.	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
35. The Developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. Hauled material shall be to/from an environmentally approved site.	Prior to Issuance of Grading Permits/On-Going	Public Works Dept.	
36. When import/export of earthwork is required, Developer shall obtain approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval, prior to issuing a grading permit.	Prior to Issuance of a Grading Permit	Public Works Dept.	
37. A licensed engineer shall prepare and submit a Water Quality Management Plan (WQMP) Applicability Checklist; determine if a WQMP is applicable for this project; and, sign and stamp the WQMP checklist with their license seal.	Prior to Issuance of a Grading Permit	Public Works Dept.	
38. Prior to the issuance of a grading permit, the applicant shall submit a Final Water Quality Management Plan (WQMP), in conformance with the requirements of the San Diego and/or Santa Ana Regional Water Quality Control Board. Developer shall confirm the watershed requirements relative to their project location shall be approved by the City Engineer prior to issuance of a grading permit. All storm water quality treatment devices shall be located outside of the ultimate public right of way. The Developer shall design the storm water quality treatment devices to accommodate all project runoff, ensuring post-	Prior to Issuance of a Grading Permit	Public Works Dept.	

	construction flows and volumes do not exceed pre-construction levels, in accordance with City of Wildomar's Hydrology Manual, Storm water Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMP's shall be consistent with the Final WQMP and installed and maintained to the satisfaction of the City Engineer. The project shall use the following hydromodification criteria for the project site: "The runoff flow rate, volume, velocity, and duration for the post development condition of the Priority Development Project do not exceed the pre-development (i.e. naturally occurring) condition for the 2-year, 24 hour and 10-year, 24-hour rainfall events. This condition must be substantiated by hydrologic modelling acceptable to City of Wildomar."			
39.	This project is within a priority land use as defined by California Regional Water Quality Control Board San Diego Region Order No. R9-2017-0077 (Trash Amendments) and will be required to install, operate, and maintain full trash capture systems for all storm drains within or adjacent to the project. The Final WQMP shall include the design, specifications, and operation/maintenance procedures of the trash capture systems. The trash capture systems must comply with the Trash Amendments. Trash capture systems that will require City maintenance must receive approval from the City Engineer for their use, prior to acceptance of the Final WQMP, and shall be included in the Community Facilities District (CFD) maintenance costs.	Prior to Issuance of a Grading Permit	Public Works Dept.	

40.	If the project location is within the Santa Ana River Watershed: Prior to the issuance of a grading permit, the Developer is to provide the appropriate documentation that will allow this project a waiver for mitigation volume related to the Lake Elsinore sub watershed of the Santa Ana Watershed. Please note the City is not a permittee in the MS4 permit for the Santa Ana River Watershed (Lake Elsinore) and is governed only by the MS4 permit for the Santa Margarita Watershed, therefore the Developer needs to provide evidence that this waiver has been approved by the Santa Ana Regional Water Quality Control Board. Otherwise volume has to be addressed.	Prior to Issuance of a Grading Permit	Public Works Dept.	
41.	A Grading Agreement and a Storm Water Management Facilities Agreement shall be approved by the City Engineer and/or City Council.	Prior to Issuance of a Grading Permit	Public Works Dept.	
42.	The Developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. Specifically, the study will:	Prior to Issuance of a Grading Permit	Public Works Dept.	

	a. Analyze the detention basin drainage area for a project using the Rational Method 100-year storm event for the pre-project and post-project. b. Analyze 4 hydrographs for the detention basin drainage area for a project using the Unit Hydrograph 100-year storm event for the 1-hour, 3-hour, 6-hour, and 24-hour storm durations for post-project condition. c. Using the Unit Hydrographs determine which duration provides the highest flow rate. Adjust parameters such as lag time, flow line roughness coefficient or other parameters to calibrate Unit Hydrograph model to provide results similar to the Rational Method. Using the calibrated Unit Hydrograph for the detention basin drainage area perform basin routing analysis to demonstrate that the outflow is less than the pre-project Rational Method flow rate.			
43.	All retaining walls shall require a separate permit from the Building Department. Retaining Wall plans shall be approved concurrent with Grading Plan approval. The retaining wall calculations shall address earth and hydrostatic loads associated with adjacent water basins	Prior to Issuance of a Grading or Building Permit	Public Works Dept. and Building Dept.	
Prior to Issuance of Building Permits				
44.	Prior to the issuance of the first building permit, the final map shall be recorded, rough grading, precise grading, water quality treatment, and improvement plans shall be approved by the City Engineer and public improvements shall be constructed or secured by the applicant.	Prior to Issuance of a Building Permit	Public Works Dept.	

45.	Prior to the issuance of any building permit, applicant shall obtain a grading permit and/or approval to construct from the City Engineer.	Prior to Issuance of a Building Permit	Building Dept. Public Works Dept.	
46.	Water and sewer plans shall be approved by Elsinore Valley Municipal Water District (EVMWD) and City Engineer prior to issuance of a building permit. All water and sewer plans to be reviewed by (EVMWD) shall be submitted to EVMWD. The City of Wildomar shall be copied on the transmittal with a copy of the improvement plans and all correspondence. Developer shall pay the appropriate plan review fees to EVMWD. Estimate of Costs for water and sewer facilities shall be approved by EVMWD and the City.	Prior to Issuance of a Building Permit	Public Works Dept.	
47.	Fire service improvement plans shall be approved by Riverside County Fire Department (RCFD) prior to issuance of all applicable building permits. The City of Wildomar shall be copied on all FCFD transmittals with a copy of the improvement plans and all correspondence. Developer shall pay the appropriate plan review fees to RCFD. Estimate of Costs for fire service facilities shall be approved by RCFD and the City.	Prior to Issuance of a Building Permit	Building Dept. Fire Dept.	
48.	Prior to issuance of the 1st building permit, Developer shall enter into a maintenance agreement with the City to identify maintenance responsibilities for the variety of drainage facilities proposed for this development. This agreement shall include, but not be limited to: 1) defining responsible parties for maintenance of underground and above ground retention basins, bio-basins, storm drain pipes and	Prior to Issuance of a Building Permit	Public Works Dept.	

	appurtenances, 2) shall establish a mechanism for future takeover of maintenance responsibilities of retention and bio-basins by City/CFD if deemed necessary, 3) establish access rights should City/CFD take over maintenance in future, 4) include manufacturers specification and maintenance instructions for the perpetual maintenance of said basins.			
49.	The Developer shall submit landscaping and irrigation plans to the Planning Department for approval for landscaping within the public right-of-way. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain.	Prior to Issuance of a Building Permit	Public Works Dept. Planning Dept.	
50.	Prior to the issuance of a building permit, the applicant shall demonstrate compliance with the California Title 24.	Prior to Issuance of a Building Permit	Building Dept.	
51.	The Developer shall demonstrate that all development related fees, impact fees, and mitigation fees have been satisfactorily paid.	Prior to Issuance of a Building Permit	Building Dept.	
52.	The Developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District and provide the City receipt of payment.	Prior to Issuance of a Building Permit	Building Dept.	
53.	The Developer shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and City Development Impact Fees.	Prior to Issuance of a Building Permit or Certificate of Occupancy	Building Dept.	

ATTACHMENT A – EXHIBIT 2 CONDITIONS OF APPROVAL			
"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)			
APN's: 367-140-008; 367-140-010 & 367-140-012			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
Prior to Building Occupancy, Final Inspection or Surety Release			
54. Prior to occupancy release, all public and private improvements required by the project conditions of approval and as shown on the approved project improvement plans, including onsite and offsite public street improvements, water, sewer and utility improvements, flood control improvements and onsite grading, storm water quality treatment improvements and landscaping, shall be constructed/installed and approved	Prior to Occupancy Release	Public Works Dept.	
55. Prior to recordation of the final map, above-ground utilities shall be undergrounded (or securities posted) by the Developer in accordance with City of Wildomar Municipal Code Section 16.40.010. The undergrounding of utilities shall be reflected on the project improvement plans. *(amended by City Council on 2/13/19)*	Prior to Occupancy Release	Public Works Dept.	
56. Prior to occupancy release, flood control facilities shall be constructed per the approved plans in accordance with applicable standards. All required maintenance agreements shall be executed and easements/right of way conveyances recorded to the satisfaction of the governing agency and the City Engineer.	Prior to Occupancy Release	Public Works Dept.	
57. The project Developer shall be required to pay its fair share cost of the traffic signal mitigation at the offsite intersection of Monte Vista Drive and Baxter Road as required in the approved Traffic Impact Analysis.	Prior to Occupancy Release	Public Works Dept. Building Dept.	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
58. The Developer shall install light emitting diode (LED) streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to Occupancy Release	Public Works Dept.	
59. The Developer shall install all street name signs at intersections within or adjacent to the project, and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.	Prior to Occupancy Release	Public Works Dept.	
60. Prior to occupancy release, Developer shall construct the storm water quality treatment devices to accommodate all project runoff from in accordance with the approved WQMP to the satisfaction of the City Engineer. All storm water quality treatment devices shall be constructed outside of the ultimate public right of way. Applicant shall provide for maintenance responsibilities in the project's CC&R's or execute a maintenance agreement with the City.	Prior to Occupancy Release	Public Works Dept.	
61. The Developer shall provide letters addressed to the City of Wildomar from all applicable outside agencies (e.g., RCFCD, EVMWD, RCFD, Caltrans, etc.) involved in the approval and acceptance of improvements.	Prior to Occupancy Release	Public Works Dept. Building Dept.	
62. The Developer shall annex into all applicable Maintenance Districts, Community Service Areas and Landscaping Maintenance District for landscaping, lighting, drainage and maintenance to the satisfaction of the City Engineer or otherwise form a District where one is not currently in place.	Prior to Occupancy Release	Public Works & Building Depts.	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
63.	Prior to occupancy or surety release, permanent survey monuments shall be set at project boundaries, lot boundaries, the intersection of street centerlines, beginning and end of curves in centerlines, and at other locations designated on the final map. All monuments shall be placed in accordance with standard survey practices.	Prior to Occupancy Release	Public Works Dept.	
64.	The applicant shall file a letter with the SWRCB or submit information to the SMART System stating that the construction activity is complete. A copy of this letter shall be submitted to the City prior to occupancy or surety release.	Prior to Occupancy Release	Public Works Dept.	
65.	Prior to occupancy release, Developer shall supply City and Property Owner's/Home Owner's Association copies of manufacturer's specifications and maintenance instructions for the perpetual maintenance of the bio-basins, underground Storm Tech basins and above ground basins and appurtenances.	Prior to Occupancy Release	Public Works Dept.	
66.	Prior to occupancy release, the applicant shall post agency required no dumping messages on all catch basins and storm drain inlet facilities as required by the City Engineer.	Prior to Occupancy Release	Public Works Dept.	

ATTACHMENT A – EXHIBIT 2
CONDITIONS OF APPROVAL

"The Village at Monte Vista" Project - Plot Plan No. 18-0034 (Business Park)

APN's: 367-140-008; 367-140-010 & 367-140-012

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
RIVERSIDE COUNTY FIRE DEPARTMENT			
General Conditions			
1. Fire Hydrants and Fire Flow: Provide or show there exist fire hydrant(s) capable of delivering required fire flow per the California Fire Code, Riverside County Fire Department within 600 feet to all portions of the proposed structures. The Riverside County Fire Department has a Technical Policy allowing this distance to increase based upon an upgraded sprinkler system in the home. Reference 2016 California Fire Code (CFC) Section 507.5.1.	On-Going	Fire Department	
2. Water Plans: If fire hydrants are required to be installed, applicant/developer shall furnish two copies of the water system fire hydrant plans to Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Ref. CFC 105.4.1.	On-Going	Fire Department	
3. Water system prior to combustibles on site: No combustible material shall be brought on site until the water system has been inspected and approved by the Riverside County Fire Department.	On-Going	Fire Department	
4. Blue Dot Reflectors: Blue retro-reflective pavement markers shall be installed to indicate the location of fire hydrants.	On-Going	Fire Department	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date and Signature)**
5. Fire Department Access: Fire Department apparatus access shall be provided to within 150 feet of all portions of all buildings. Driveway loops, fire apparatus access lanes and entrance curb radius should be designed to adequately allow access of emergency fire vehicles. The Applicant shall include in the building plans the required fire lanes and include the appropriate lane printing and/or signs.	On-Going	Fire Department	
6. Building Address Numbers: Display street numbers in a prominent location on the address side of buildings. Numbers shall be legible, of a contrasting color, and adequately illuminated to be visible from street at all hours.	On-Going	Fire Department	
7. Address: The address shall be posted per Riverside County Fire Department standards and will be clearly visible from public roadway. Ref. CFC 505.1 as amended by the City of Wildomar and the County of Riverside Fire Prevention Standard #07-01 Premises Identification.	On-Going	Fire Department	
8. Knox Rapid Entry System: Gates shall be equipped with a Knox Rapid Entry System. Contact the Riverside County Fire Department for further information.	On-Going	Fire Department	

END

ATTACHMENT B

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: February 13, 2019

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: **The Village @ Monte Vista Mixed-Use Project (PA No. 18-0034):**

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends the City Council take the following actions:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2019-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH #2018-101-046) AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE VILLAGE @ MONTE VISTA MIXED-USE PROJECT (PA NO. 18-0034) CONSISTING OF CHANGE OF ZONE NO. 18-0034, TENTATIVE TRACT MAP NO. 37476, PLOT PLAN NO. 18-0034 AND FINAL SITE PLAN OF DEVELOPMENT NO. 18-0034 LOCATED AT 34400 MONTE VISTA DRIVE (APN: 367-140-008, 367-140-010 & 367-140-012)

2. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 18-0034 TO CHANGE THE EXISTING ZONING FROM R-R (RURAL RESIDENTIAL) TO R-1 (ONE FAMILY DWELLING ZONE) FOR 21.18+/- ACRES, AND FROM R-R (RURAL RESIDENTIAL) TO I-P (INDUSTRIAL PARK) FOR 8.96+/- ACRES FOR THE VILLAGE @ MONTE VISTA MIXED-USE PROJECT LOCATED AT 34400 MONTE VISTA DRIVE (APN: 367-140-008, 367-140-010 & 367-140-012)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2019____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 37476 TO SUBDIVIDE APPROXIMATELY 38.57+/- ACRES INTO 84 LOTS (80 LOTS FOR SINGLE FAMILY RESIDENTIAL AND 4 LOTS FOR COMMERCIAL / BUSINESS PARK DEVELOPMENT) LOCATED AT 34400 MONTE VISTA DRIVE (APN: 367-140-008, 367-140-010 & 367-140-012)

4. Adopt a Resolution entitled:

RESOLUTION NO. 2019____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 18-0034 TO DEVELOP A 136,600 SQUARE-FOOT BUSINESS PARK CONSISTING OF 1) A 41,500 SQUARE-FOOT INDUSTRIAL WAREHOUSE BUILDING; 2) A 10,600 SQUARE-FOOT MULTI-TENANT INDUSTRIAL BUILDING; 3) A 5,500 SQUARE-FOOT MULTI-TENANT INDUSTRIAL BUILDING; AND 4) A 76,000 SQUARE-FOOT (4-STORY-155 ROOM) HOTEL, SUBJECT TO CONDITIONS, LOCATED AT 34400 MONTE VISTA DRIVE (APN: 367-140-008, 367-140-010 & 367-140-012)

5. Adopt a Resolution entitled:

RESOLUTION NO. 2019____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL SITE PLAN OF DEVELOPMENT NO. 18-0034 TO DEVELOP 80 SINGLE FAMILY DETACHED RESIDENTIAL DWELLING UNITS, SUBJECT TO CONDITIONS, LOCATED AT 34400 MONTE VISTA DRIVE (APN: 367-140-008, 367-140-010 & 367-140-012)

BACKGROUND:

The Planning Commission reviewed the proposed Village @ Monte Vista project at its January 23, 2019 meeting. After staff's presentation, the Applicant provided some brief statements about the project and made himself available for Commission questions. The Applicant did request a modification/clarification to the Public Works conditions regarding undergrounding of utilities lines as it applied to the tract map, plot plan and final site plan of development. Assistant City Manager/Public Works Director Dan York provided clarification and offered revised language for this condition which has already been reflected in the attached conditions matrix for each permit application. The Commission supported this language change as part of its recommendation on the tract map, plot plan and final site plan of development.

There were three (3) speakers during the public hearing (Jack Hawley, Pastor Jeff Rosen, and Martha Bridges). Mr. Hawley and Pastor Rosen offered support for the project while Ms. Bridges commented on the site being in a high fire hazard zone. Staff's CEQA consultant (Bob Stark, Michael Baker) clarified that the IS/MND (Attachment A, Exhibit 1) had a thorough discussion of the fire hazards (refer to Introduction on Page 3, Executive Summary on Page 15 and Fire Hazard Analysis on Pages 62 – 65, including mitigation measures). In addition, conditions of approval have been included to address fire hazards (refer to Planning Condition No. 29 & 30 of Final Site Plan of Development Resolution – Attachment E). With no other speakers, the public hearing was closed for Commission discussion.

Commissioner Strong asked about phasing and sidewalks which were responded to by Assistant City Manager/Public Works Director Dan York. All Commissioners expressed support for the residential design of the project, but expressed the business park design could have better matched the city's commercial design guidelines currently under preparation. Given that the business park is being developed under the M-SC industrial zone standards, the commercial design guidelines would not apply to this project.

After close of the public hearing and Commission discussion, the Commission voted 4 - 0 to adopt PC Resolution Nos. 2019-01, -02, -03, -04 and -05 recommending City Council adoption of the Mitigated Negative Declaration/MMRP and approval of the proposed Change of Zone, Tentative Tract Map, Plot Plan and Final Site Plan of Development for the Village @ Monte Vista mixed-use project.

PROJECT DESCRIPTION:

The Applicant (Nova Homes, Inc.) is proposing to develop "The Village @ Monte Vista" mixed-use project. The proposed business park and residential project consists of the following applications for review and consideration by the City Council:

1) Initial Study/Mitigated Negative Declaration (IS/MND) - The proposed project requires the preparation of an Initial Study and adoption of a Mitigated Negative Declaration (SCH #2018-101-046), including a Mitigation Monitoring and Reporting Program in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines.

2) Change of Zone (CZ) - The proposed project requires the approval of Change of Zone No. 18-0034 to change the zoning map from the existing zoning designation of R-R (Rural Residential) to R-1 (One family Dwelling Zone) for the 21.18+/- acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96+/- acre business park.

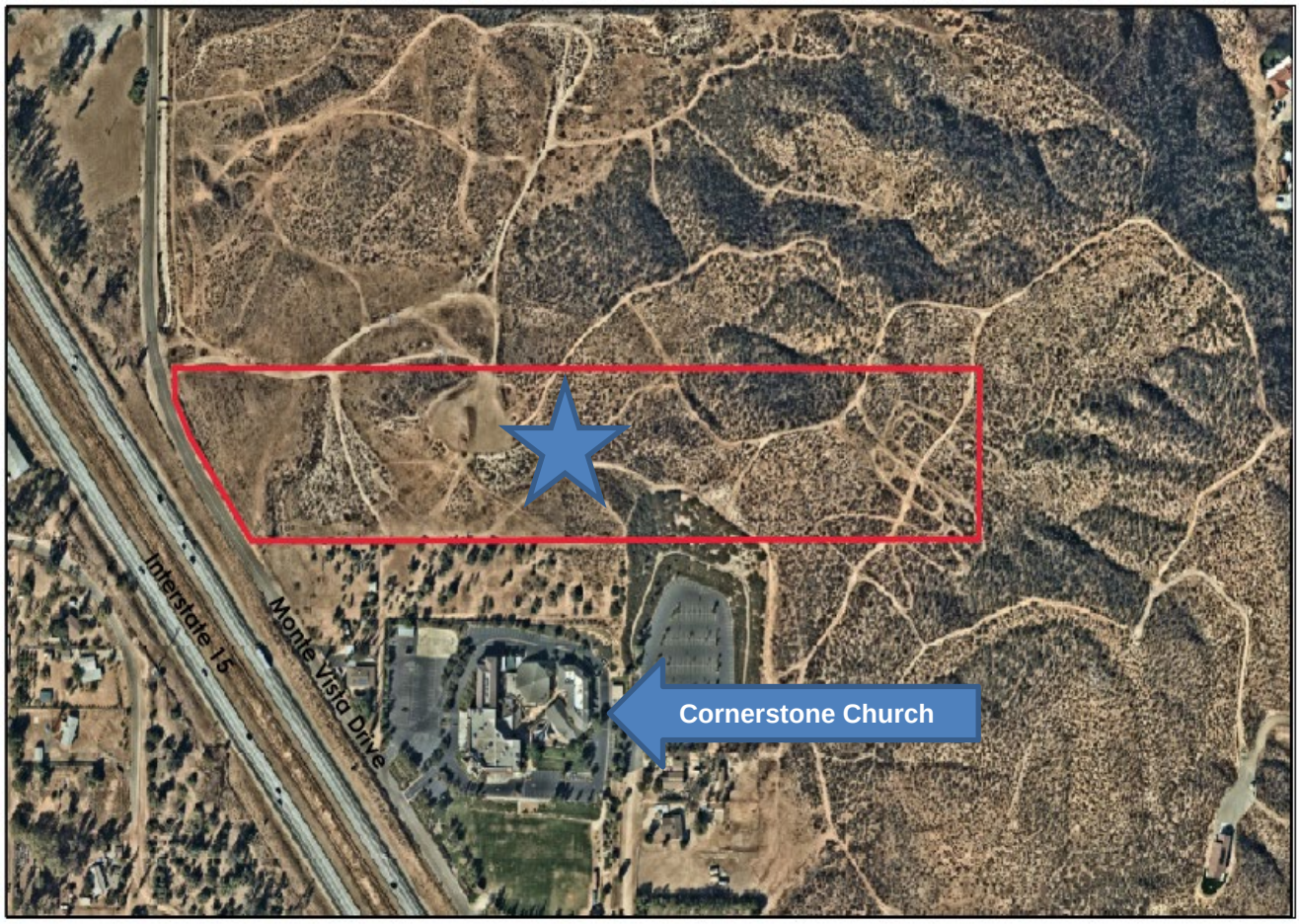
3) Tentative Tract Map (TTM No. 36952) - The proposed project requires the approval of Tentative Tract Map No. 37476 for the subdivision of 38.57+/- gross acres into 84 lots, including 80 lots for single family residential development and 4 lots for commercial/ business park development.

4) Plot Plan (PP) - The proposed project requires the approval of Plot Plan No. 18-0034 to develop a 136,600 square-foot business park on 8.96+/- acres, including related on-site/ off-site improvements.

5) Final Site Plan of Development (FSPOD) - The proposed project requires the approval a Final Site Plan of Development No. 18-0034 to develop 80 single family residential dwelling units 28.86+/- acres, including related on-site/ off-site improvements.

The project site encompasses approximately 38.57 acres and is located on the east side of Monte Vista Drive between Baxter Road and Bundy Canyon Road (APN: 367-140-008, 367-140-010 & 367-140-012) and just north of Cornerstone Church. The regional and vicinity/location maps on the following pages show the project site and surrounding area.

Location/Vicinity Map



Surrounding Land Uses:
The project site is currently vacant and surrounded by vacant land to the north (SFR under construction) and east. There are large lots with single dwellings to the south and Cornerstone Church. The table below summarizes the current uses, land use and zoning designations related to the project site and surrounding properties.

ADJACENT LAND USE / GENERAL PLAN / AND ZONING			
Location	**Current Land Use**	**General Plan Land Use Designation**	**Zoning Designation**
Subject Property	Vacant Land	Business Park (BP) Medium Density Res. (MDR) Estate Density Res. (EDR)	R-R (Rural Residential)
North	Vacant (Under Construction) TTM 32024)	Business Park (BP) Medium Density Res. (MDR) Estate Density Res. (EDR)	C-O (Commercial Office) R-1 (One-Family Dwelling) R-5 (Open Space-Comb.)
South	Residences and Cornerstone Church	Business Park (BP)	R-R (Rural Residential)
East	Vacant Land	Estate Density Res. (EDR)	R-R (Rural Residential)
West	I-15 Freeway	N/A	N/A

Initial Study/Mitigated Negative Declaration:
The Planning Director in a preliminary review of the proposed project determined that there was substantial evidence that the Village @ Monte Vista project may have one or more significant effects on the environment. Therefore, in accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 – 21189.3, and the CEQA Guidelines, 14 CCR §§ 15000-15387, the proposed project required the preparation of an Initial Study and adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

AB 52 Tribal Consultation Compliance:
Enacted as of July 1, 2015, AB 52 established a new category of resources under CEQA called "tribal cultural resources" that considers the tribal cultural values in addition to the scientific and archaeological values when determining impacts and mitigations. The Bill was built on the concept that California Native American tribes have the expertise "with regard to tribal history and practices" to identify significant cultural resources. To this end, AB 52 requires early consultation in the CEQA process to ensure that local and Tribal governments, public agencies, and project proponents have information available, early in the CEQA environmental review process, for the purpose of identifying and addressing potential adverse impacts to tribal cultural resources.

AB 52 requires that the lead agency contact (in writing) all culturally affiliated tribes that could be affected by a project, within 14 days of deeming a development application complete. The notice commences a 30-day period for the tribe to request consultation.

Upon receipt of a request consultation, the lead agency has an additional 30 days to begin the consultation process. AB 52 states that the consultation concludes when either "1) the parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal resource, or 2) a party, acting on good faith and after a reasonable effort, concludes that mutual agreement cannot be reached." AB 52 notes that the consultation can be ongoing throughout the CEQA process.

Based on the information presented in the Project Cultural Resources Investigation, the Project would not affect known or probable resources that are listed or eligible for listing in the California Register of Historical Resources; or resources listed in a local register of historical resources as defined in Public Resources Code section 5020.1(k). The Project Cultural Resources Investigation also substantiates that the Project would not adversely affect known or probable resources determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. Mitigation is incorporated in the MND/MMRP to ensure protection and preservation of as-yet unknown cultural resources/tribal cultural resources that may be present within the Project site.

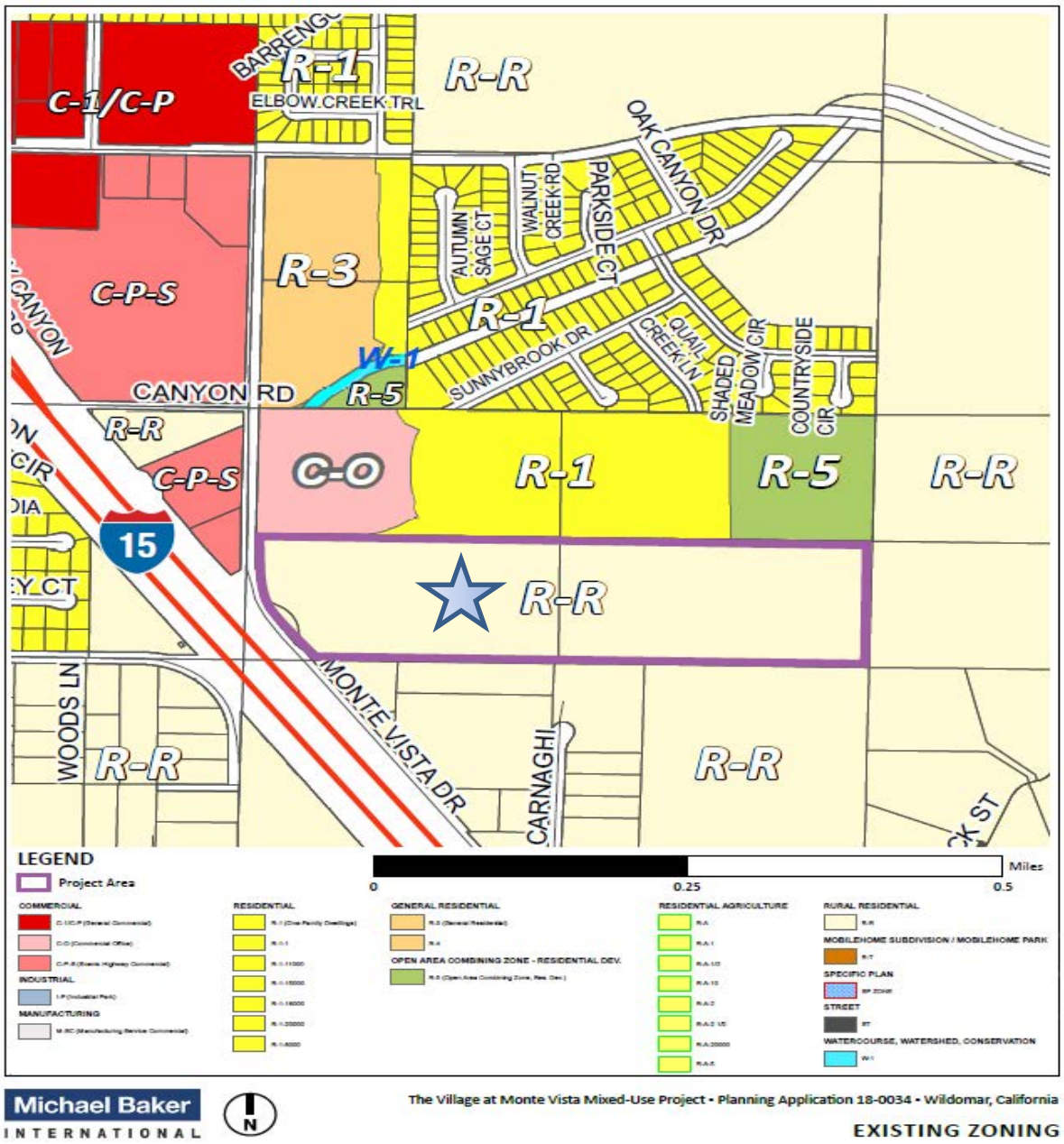
The City has complied with notification requirements and has initiated consultation as required under AB 52. To ensure protection of as yet unknown cultural resources that may be encountered in developing the Project, as well as protection of tribal cultural resources that may be determined significant through consultation(s) with potentially affected Native American Tribe(s), the following mitigation measures have been imposed on the developer (Cultural Measures 1 - 7). Compliance with these mitigation measures, complemented by ongoing consultation with the Pechanga and Soboba tribes pursuant to AB 52, will ensure that development of the Village @ Monte Vista project will not result in any significant impacts to cultural resources and/or tribal cultural resources. A detailed analysis of the CEQA process and environmental impacts is provided in the Analysis section of the staff report. A copy of the draft IS/MND, technical appendices, response to comments and mitigation monitoring & reporting program are provided for Commission consideration in Attachment A, Exhibits 1 - 4.

Change of Zone Application:

The proposed project requires the approval of change of zone to change the zoning map from the existing zoning designation of R-R (Rural Residential) to R-1 (One Family Dwelling) for the 28.86+/- acre residential area of the project and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96+/- acre business park area of the project (along Monte Vista Drive).

Staff's analysis and required findings is provided in the Analysis section of the staff report. The two exhibits on the following pages reflect the existing and proposed zoning designations for the project. The third exhibit illustrates the existing general plan land use designation.

Existing Zoning Designations

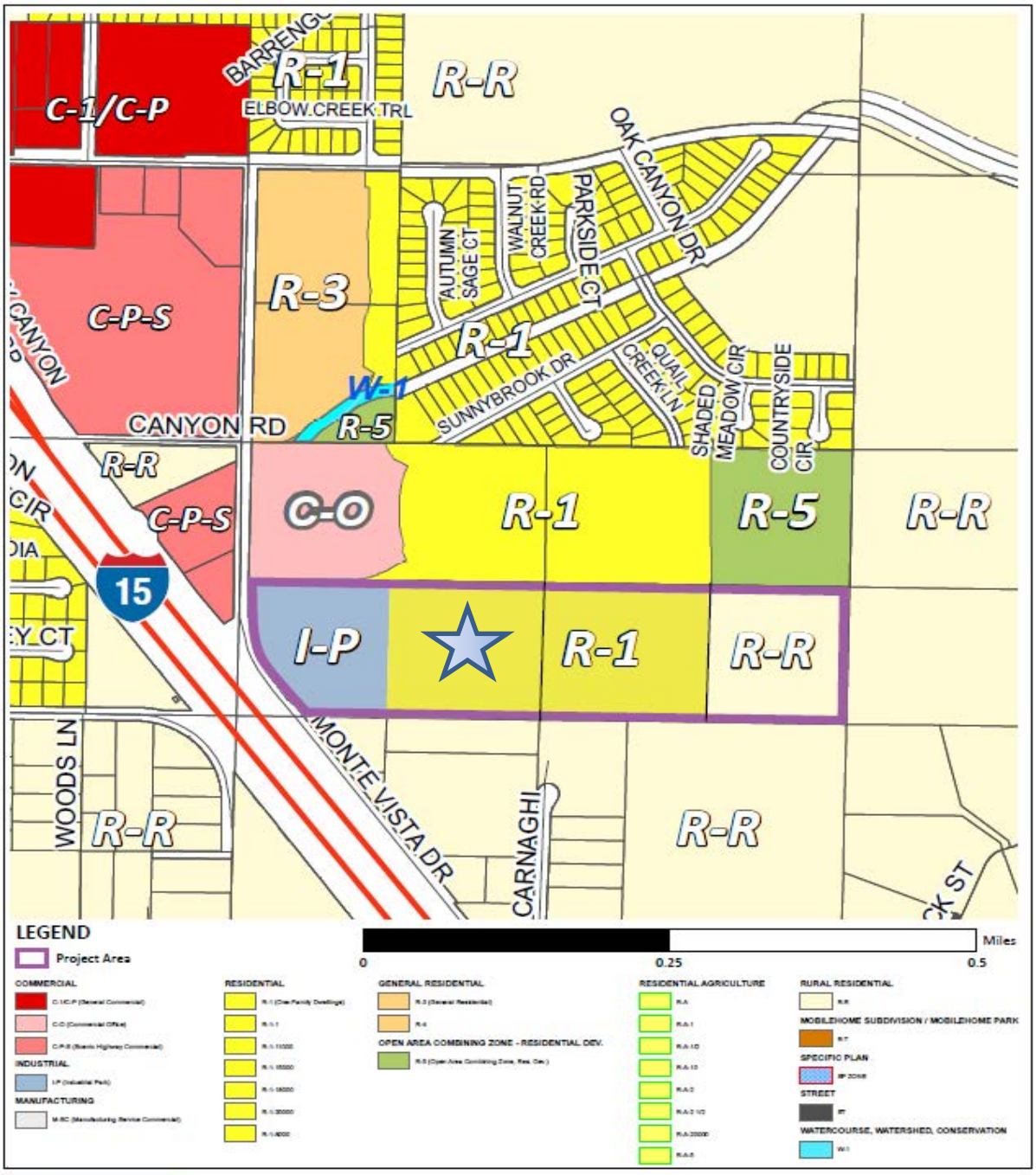


Michael Baker INTERNATIONAL

The Village at Monte Vista Mixed-Use Project • Planning Application 18-0034 • Wildomar, California

EXISTING ZONING

Proposed Zoning Designations

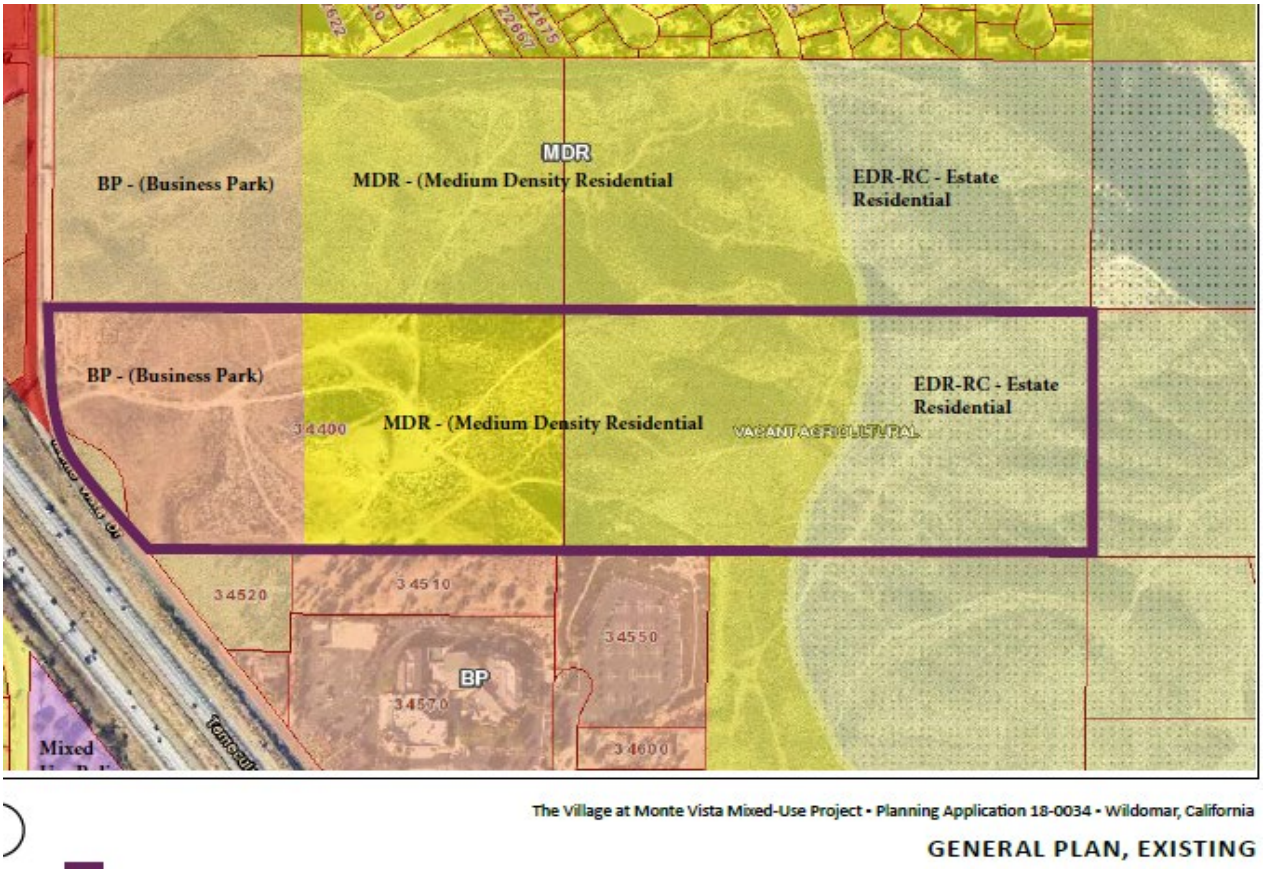


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PROPOSED ZONING

Current GP Land Use Designations



Tentative Tract Map No. 37476:

The proposed project requires the approval of Tentative Tract Map No. 37476 for the subdivision of 38.57+/- acres into 84 lots, including 80 lots for single family residential development (21.86 acres) and 4 lots for commercial/business park development (8.96 acres). The tract map was evaluated for consistency with the R-1 zone and M-SC zone development standards terms of lot size, lot width and lot depth, etc. Staff's analysis and required findings is provided in the Analysis section of the staff report.

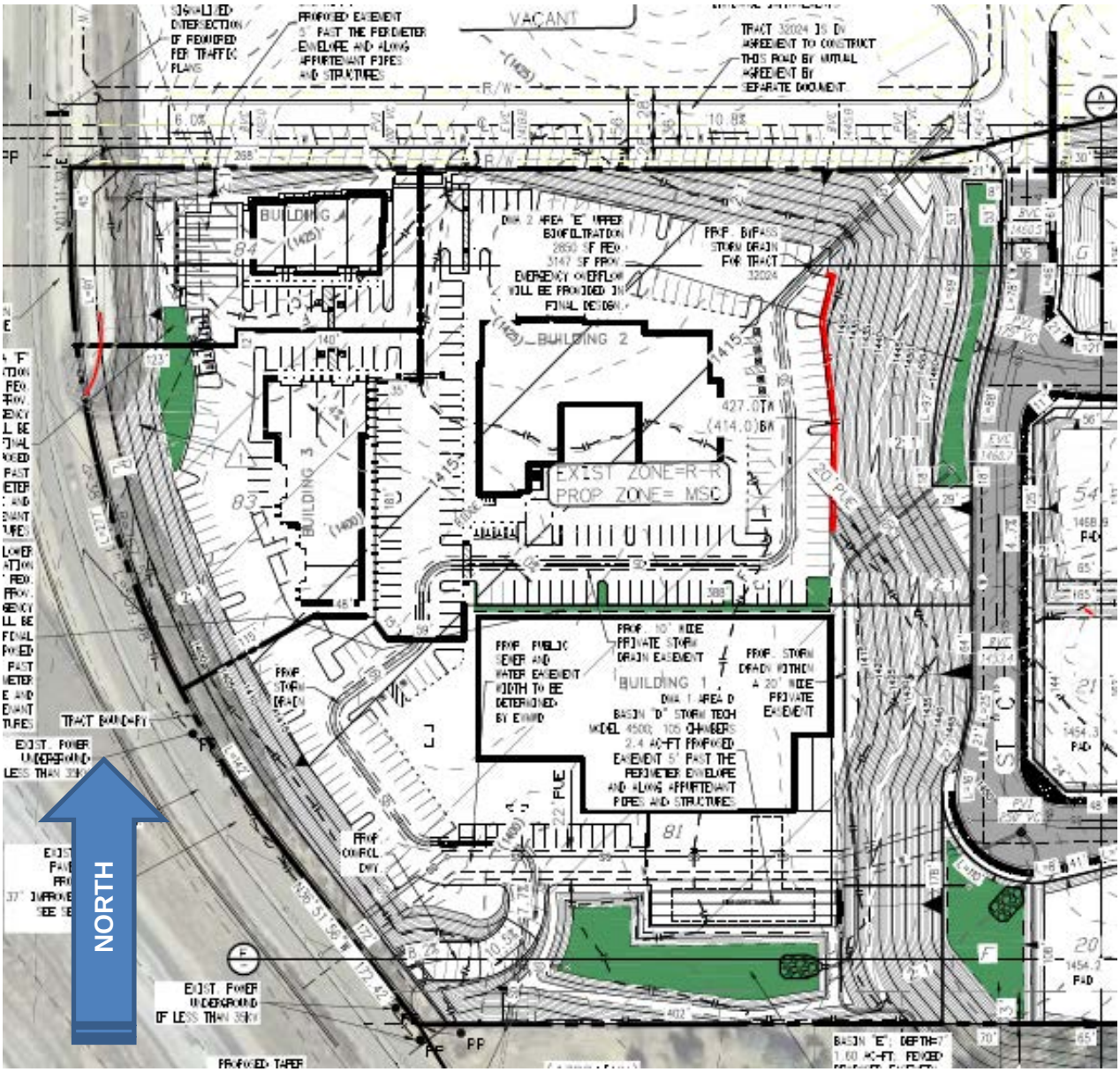
According to the M-SC zone standards (Section 17.92 of the WMC), the minimum lot size required for each parcel is 10,000 square feet (0.22 acres) with a minimum lot width of 60 feet and lot depth of 100 feet. The four lots proposed for the business park development range in size from 34,621 square feet (0.70 acres) to 161,846 square feet (3.92 acres).

The residential portion of the project is being developed under the R-R and R-1 zone standards. According to the R-R zone standards (Section 17.16 of the WMC), the minimum lot size required for each parcel is 21,780 square feet (i.e., 1/2 acre) with a minimum average width of 80 feet and lot depth of 100 feet. The three (3) parcels within the R-R zone portion of the tract map exceed the minimum standards as these parcels (Lots 78 – 80) range in size from 2.13 to 3.33 acres, and have lot widths and depths exceeding 80 feet and 100 feet, respectively.

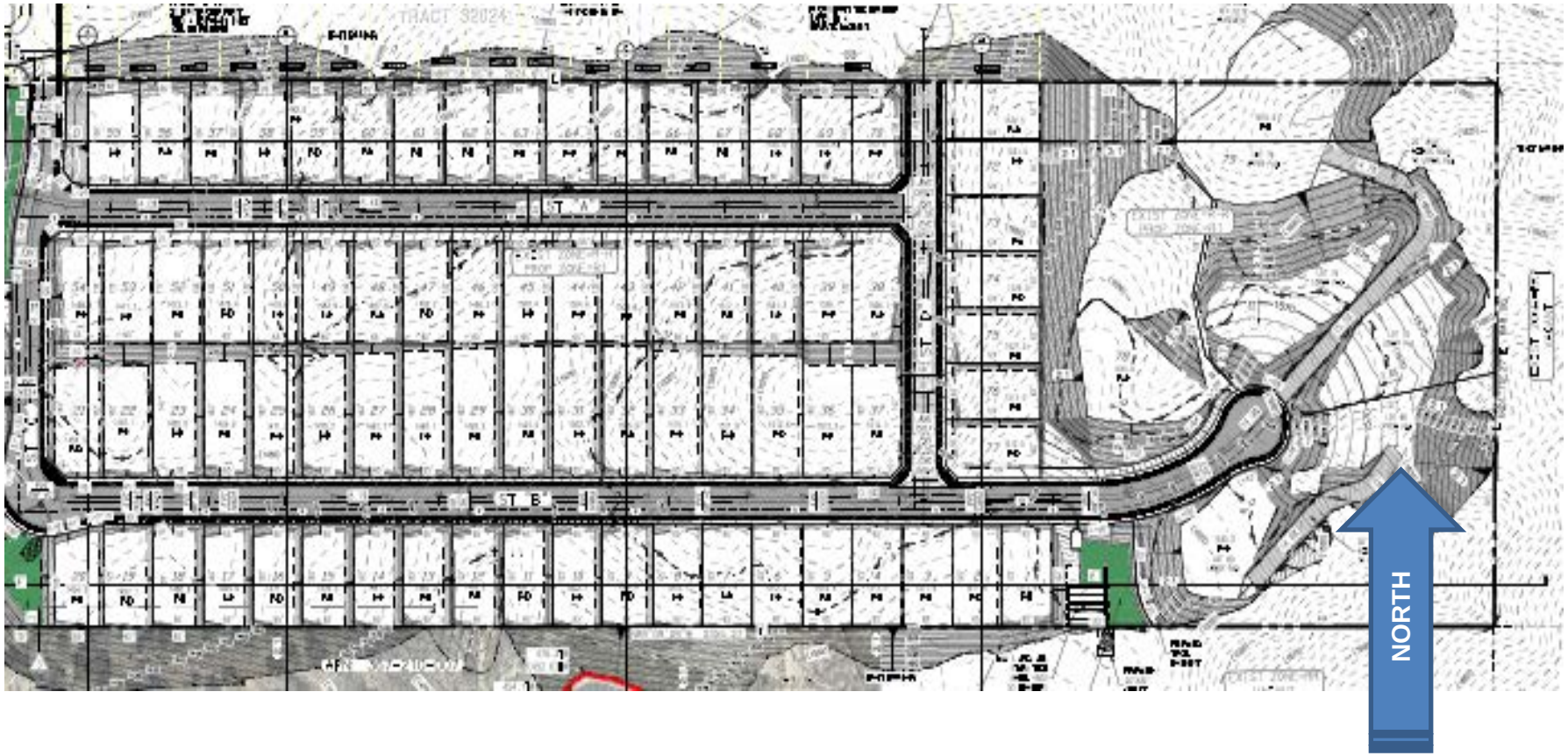
According to the R-1 zone standards (Section 17.24 of the WMC), the minimum lot size required for each parcel is 7,200 square feet with a minimum average width of 60 feet and lot depth of 100 feet. The 77 parcels within the R-1 portion of the tract map exceed the minimum standards as these parcels (Lots 1 - 77) range in size from 7,500 square feet to 10,498 square feet, and have lot widths and depths exceeding 60 feet and 100 feet, respectively.

The two exhibits on the following pages illustrate the subdivision of the business park area and residential area.

Portion of Tract Map No. 37476 Exhibit (Business Park Site)



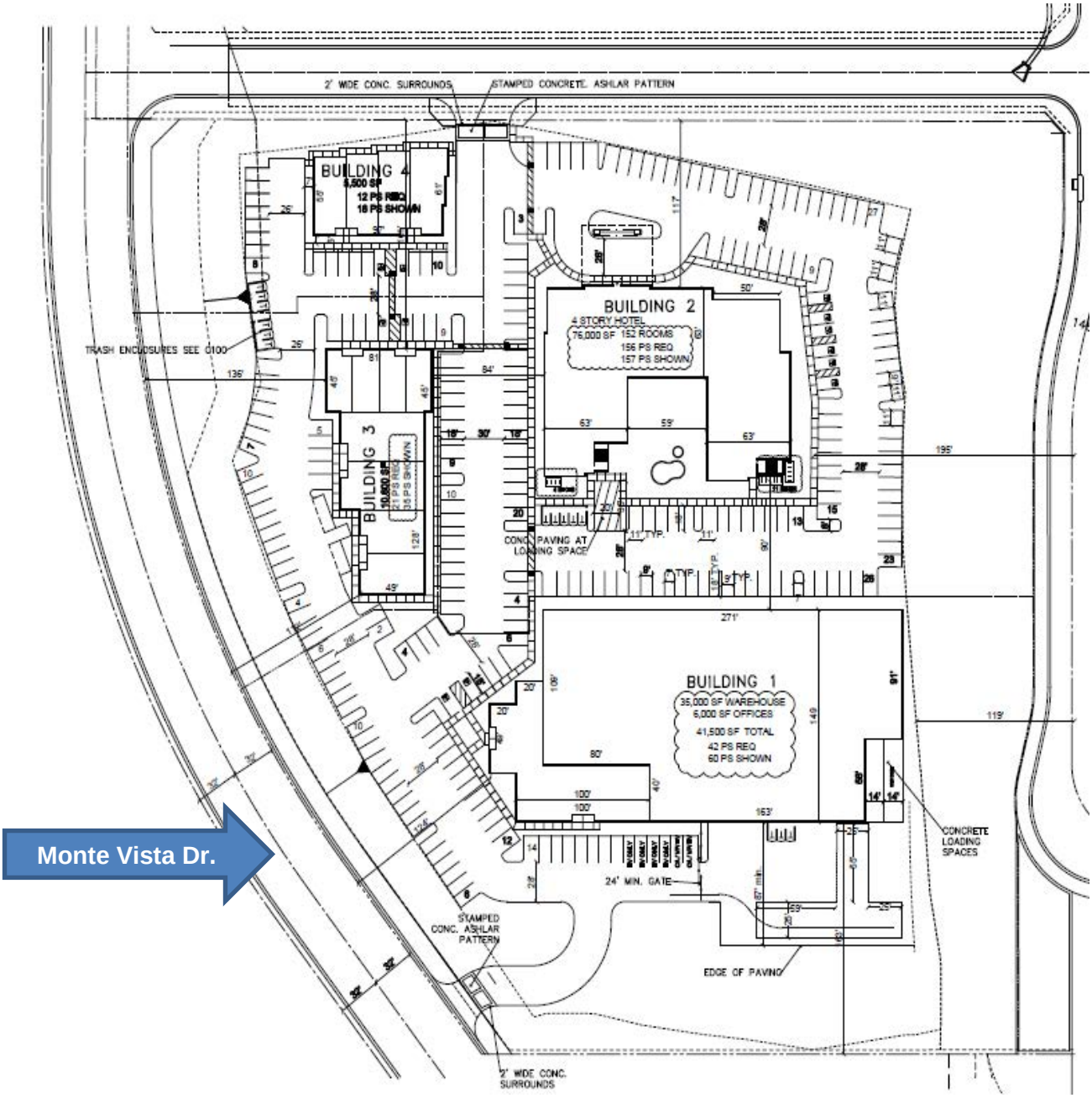
Portion of Tract Map No. 37476 Exhibit (Single Family Residential)



Plot Plan No. 18-0034 (Business Park Site):

Development of the 133,600 square-foot business park site (8.96 acres) will likely follow development of the single family residential subdivision. Hence, staff has required its own plot plan that includes the site layout, landscaping and architecture, including its own conditions of approval. The exhibit below reflects the proposed business park site plan layout with the top of the exhibit being north. The full set of development plans for the business park is provided in Attachment G.

Proposed Site Plan Layout



Building Site Layout:
The following information outlines the description of the business park proposal. The site plan exhibit as illustrated above shows four (4) buildings to be developed, including two (2) multi-tenant industrial buildings, one (1) single tenant industrial/warehouse building and a single 4-story (152 rooms) hotel. The following table shows a breakdown of the buildings.

Business Park Building Size Breakdown

Building Number	Building Use	Parcel Size (ac.)	Building Size (sq. ft.)
1	Industrial Warehouse	3.72 acres	41,500 sq. ft.
2	Hotel (4 stories)	3.32 acres	76,000 sq. ft.
3	Multi-tenant Ind. Bld. (4 lease spaces)	1.13 acres	10,600 sq. ft.
4	Multi-tenant Ind. Bld. (8 lease spaces)	.79 acres	5,500 sq. ft.
Totals	**n/a**	**8.96 acres**	**133,600 sq. ft.**

Development of the business park is subject to the development standards of the M-SC (Manufacturing-Service Commercial) zone (Section 17.92 of the WMC). The business park development site is approximately 8.96 acres and includes four separate parcels for each building. The table on the following page outlines the specifics of how the business park is consistent with the M-SC zone standards.

M-SC Zone Development Standards (Business Park)

Development Standards	Minimum Dev. Standard	Proposed with Project	Meets/Exceeds Requirements
Required Setbacks			
Front Street Setbacks (Monte Vista):			
• building 1 (warehouse)	25 ft.	127 ft.	Yes
• building 2 (hotel)	0 ft.	300 ft.	Yes
• building 3 (multi-tenant)	25 ft.	112 ft.	Yes
• building 4 (multi-tenant)	25 ft.	140 ft.	Yes

Rear Setbacks:[1]			
• building 1 (warehouse)	25 ft.	100 ft.	Yes
• building 2 (hotel)	25 ft.	185 ft.	Yes
• building 3 (multi-tenant)	25 ft.	455 ft.	Yes
• building 4 (multi-tenant)	25 ft.	465 ft.	Yes
Side Yard Setback (south):[2]			
• building 1 (warehouse)	25 ft.	163 ft.	Yes
• building 2 (hotel)	25 ft.	402 ft.	Yes
• building 3 (multi-tenant)	0 ft.	300 ft.	Yes
• building 4 (multi-tenant)	25 ft.	500 ft.	Yes
Side Yard Setback (north):[3]			
• building 1 (warehouse)	0 ft.	402 ft.	Yes
• building 2 (hotel)	0 ft.	117 ft.	Yes
• building 3 (multi-tenant)	0 ft.	161 ft.	Yes
• building 4 (multi-tenant)	0 ft.	40 ft.	Yes
Building Height:			
• building 1 (warehouse)	40 ft.	30 ft.	Yes
• building 2 (hotel)	40 ft.	50 ft.	Yes[4]
• building 3 (multi-tenant)	40 ft.	24 ft.	Yes
• building 4 (multi-tenant)	40 ft.	24 ft.	Yes

Off-Street Parking:

The business park site is subject to the parking requirements outlined in Chapter 17.188.030 of the WMC. Based on the square footages of the proposed buildings, a total of 231 parking spaces are required for the business park. The site plan shows 270 parking spaces, including handicap and electric vehicle spaces. The applicant intends for parking and access to be reciprocal between the 4 business park parcels, thus, staff has a condition that requires this specific information to be part of the project CC&R's (refer to TTM 37476, Planning Condition No. 26). The table below summarizes compliance with the required parking standards.

[1] Rear yard setback abuts the R-1 zone district
[2] Side yard setback to the south abuts an existing R-R zone district
[3] Side yard setback to the north abuts an existing C-O zone district
[4] A 50-foot height is being requested in accordance with Sec. 17.172.030.A of the WMC.

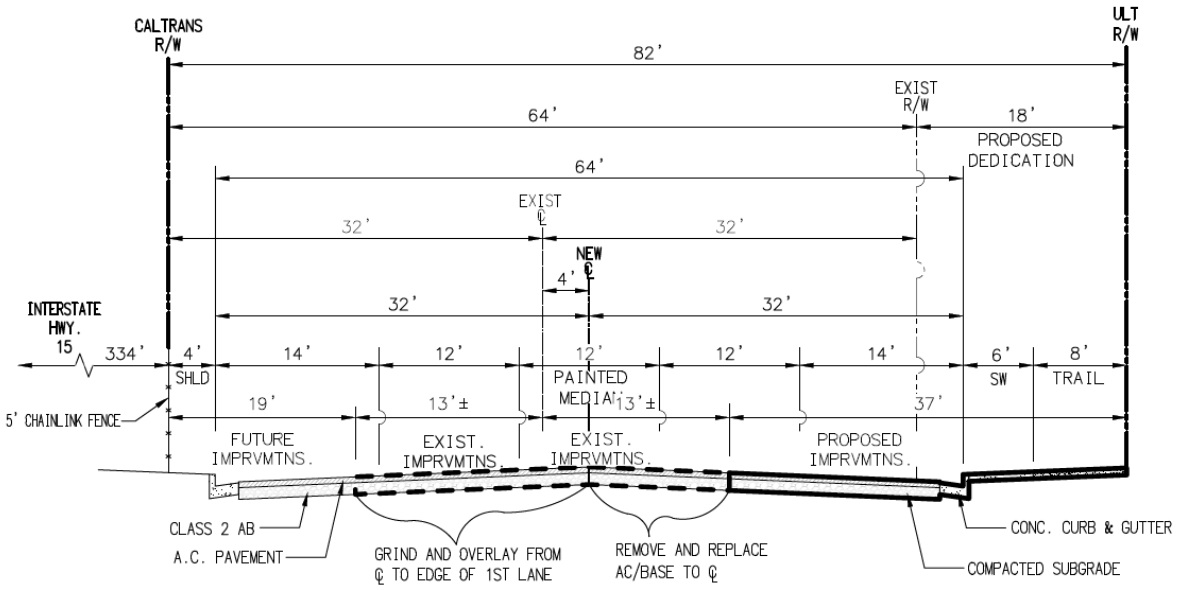
Parking Standards (Business Park)

Development Standards	Minimum Parking Requirement Standard	Proposed Project	Meets/Exceeds Requirements
Required Parking			
Building #1 = 41,500 sq. ft.			
• office use (6,000 s.f.)	1 / 250 s.f. = 24 spaces	32 spaces	Yes
• warehouse use (35,500 sf.)	1 / 2,000 s.f. = 18 spaces	28 spaces	Yes
	42 spaces required	60 spaces total	Yes
Building #2 = 76,000 sq. ft)			
• 152 guest rooms	1 / guest room = 152 sp.	152 spaces	Yes
• resident managers	2 / res. mgr. = 2 sp.	5 spaces	Yes
	154 spaces required	157 spaces total	Yes
Building #3 = 10,600 sq. ft.			
• office use (2,000 s.f.)	1 / 250 s.f. = 8 spaces	18 spaces	Yes
• fabrication (4,600 sf.)	1 / 500 s.f. = 10 spaces	10 spaces	Yes
• storage (4,000 s.f.)	1 / 1,000 s.f. = 4 spaces	7 spaces	Yes
	22 spaces required	35 spaces total	Yes
Building #4 = 5,500 sq. ft.			
• office use (1,000 s.f.)	1 / 250 s.f. = 4 spaces	8 spaces	Yes
• fabrication (3,500 sf.)	1 / 500 s.f. = 7 spaces	8 spaces	Yes
• storage (1,000 s.f.)	1 / 1,000 s.f. = 1 spaces	2 spaces	Yes
	12 spaces required	18 spaces total	Yes

On-Site Circulation:

Vehicular access to the site for employees and patrons of the business park will primarily occur via a 30-foot wide entrance located on the southern portion of the site. A secondary access point is being provided via shared street with the KB Homes development (TM 32024) located north of the project site (see development plans) that will lead into the project site. Monte Vista Road will be a modified 82-foot right-of-way in accordance with the circulation element of the general plan (see exhibit below for cross section).

Internal circulation will occur via 26 – 30-foot wide on-site drive aisles designed to meet city and Riverside County Fire standards. The applicant intends to provide reciprocal access rights for business, employees and patrons so the business park will function as single unit so to speak. This are will be gated on a permanent basis so no vehicular traffic will be using this driveway, thus, protecting the access abilities of the residential neighborhood directly east of the project site. The warehouse building (building #1) has been designed to accommodate truck parking and turning movements in accordance with city and Riverside County Fire standards.



Monte Vista Drive (ULT.)

MODIFIED STD. 109

NOT TO SCALE

Proposed Grading:

According to the preliminary grading plan, it is anticipated that the entire site (both business park and residential) would be graded to accommodate the proposed development. Initial estimates indicate that grading activities will result in 512,000 cubic yards of cut and 584,000 cubic yards of fill, necessitating the import of 72,000 cubic yards of fill material. To accommodate the required fill, approximately 116,000 cubic yards of fill material would be imported from the adjacent construction site to the north (there is anticipated to be "shrinkage" of the imported material amounting to approximately 44,000 cubic yards, thus the need for 116,000 cubic yards of the imported material rather than 72,000). The proposed grading and import activities were reviewed and analyzed as part of the IS/MND and properly mitigated.

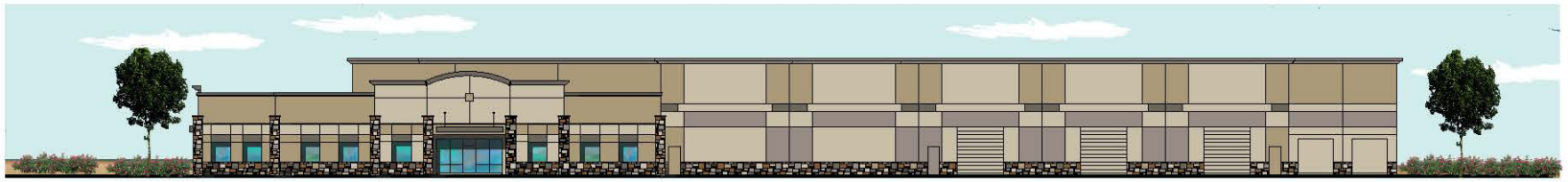
Proposed Architecture:

The architectural theme for the proposed project is a typical/modern industrial concrete tilt-up design theme. The hotel is a conceptual design but has a modern craftsman design theme. Both the industrial building and hotel are consistent with other industrial and commercial uses in the City. Staff has provided several exhibits below that illustrates the proposed architecture.

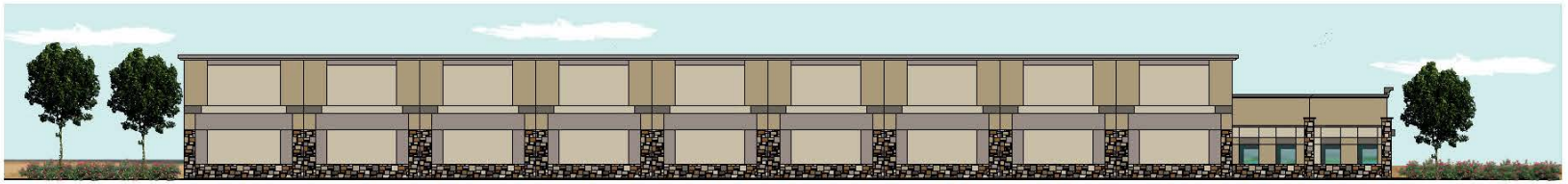
Building #1 Elevations (Mfg./Warehouse Bld.)



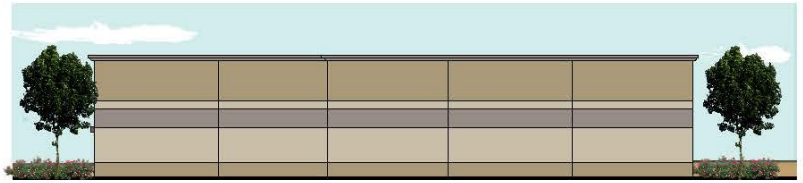
FRONT ELEVATION - WEST



RIGHT SIDE ELEVATION - NORTH



LEFT SIDE ELEVATION - SOUTH



REAR ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 1, COLOR ELEVATIONS

PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

DATE:	JAN. 18
SCALE:	1/8"= 1'-0"
DRAWN:	
CHECKED:	
JOB NO.	693

1 AC

Building #2 Elevations (Hotel)



RIGHT SIDE ELEVATION - WEST



FRONT ELEVATION - SOUTH



REAR ELEVATION - NORTH



LEFT SIDE ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR
CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

HOTEL, COLOR ELEVATIONS
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

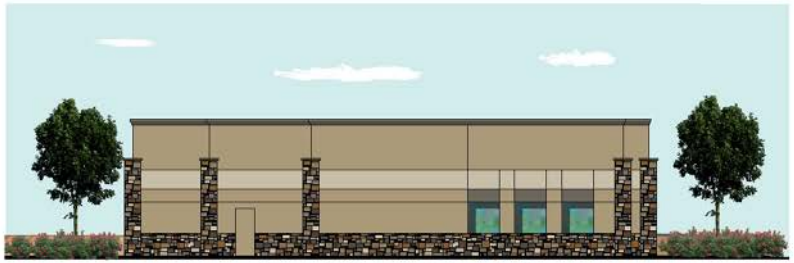
DATE: JAN. 16
SCALE: 1/16"= 1'-0"
DRAWN:
CHECKED:
JOB NO. 693

2 AC

Building #3 Elevations (Multi-Tenant Bld.)



FRONT ELEVATION - WEST



RIGHT SIDE ELEVATION - NORTH



LEFT SIDE ELEVATION - SOUTH



REAR ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

HANGE	ISSUED	△

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 3, COLOR ELEVATIONS
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT EDWARD RIEGER C8786 STATE OF CALIFORNIA

DATE:	JAN. 18
SCALE:	1/4"=1'-0"
DRAWN:	
CHECKED:	
JOB NO.	693

3 AC

Building #4 Elevations(Multi-Tenant Bld.)



FRONT ELEVATION - NORTH



LEFT SIDE ELEVATION - WEST



RIGHT SIDE ELEVATION - EAST



REAR ELEVATION - SOUTH

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 4, COLOR ELEVATIONS
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

DATE:	JAN. 18
SCALE:	1/8"=1'-0"
DRAWN:	
CHECKED:	
JOB NO.	693

4 AC

Landscaping/Water Efficient Standards (Chapter 17.276):

The Applicant has provided a detailed conceptual landscape plan for staff's review. The purpose of Chapter 17.276 of the Zoning Ordinance is to establish water efficient landscape regulations that are "at least as effective in conserving water as" the State Model Water Efficient Landscape Ordinance in the context of conditions in the City in order to ensure that landscapes are planned, designed, installed, maintained, and managed in a manner that uses water efficiently, encourages water conservation, and prevents water waste.

The intent of this chapter is to also encourage the cooperation between the City and local water purveyors to achieve irrigation efficiency and water conservation goals. The landscape plans provide for a variety of landscape species (including drought tolerant turf) in varying sizes to accommodate the project. The landscape plans were reviewed by the City's Landscape Architect in accordance with the provisions of this code section. Based on this review, the conceptual landscape plans are consistent with city standards. During the construction plan check process, staff will perform a detailed landscape and irrigation plan review to determine that the proposed water usage meets the requirements of Chapter 17.276. Based on the conceptual landscape plans, the project is consistent with city standards.

In addition to the above, Chapter 17.92.040.E of the WMC requires compliance with the following:

- A minimum of 10% of the site proposed for development shall be landscaped and irrigated;
- A minimum 10-foot strip adjacent to street right-of-way lanes shall be appropriately landscaped and maintained, except for designated pedestrian and vehicular access ways. The landscaped strip shall not include landscaping located within the street right-of-way; and
- A minimum 20-foot strip adjacent to lots zoned R-R, R-1, R-A, R-2, R-3, R-4, R-6, R-T, R-T-R or W-2-M, or separated by a street from a lot with said zoning, shall be landscaped and maintained, unless a tree screen or other buffer treatment is approved by the hearing officer or body. However, in no case shall the landscaping be less than 10 feet wide excluding curbing.

The landscape plans were reviewed by the City's Landscape Architect in accordance with the provisions of this code section. Based on this review, the conceptual landscape plans are consistent with city standards. An exhibit of the conceptual landscape plan is provided below.

Business Park Conceptual Landscape Plan Exhibit



Final Site Plan of Development No. 18-0034 (Residential Site):

The residential development area of the proposed project includes the development of 80 single family detached residences on 28.86+/- acres, and is located east of the business park area. Seventy-seven (77) of the residences will built in compliance with the R-1 zone standards, while three (3) residences (considered "estate lots") will be built in compliance with the R-R zone standards.

In addition, the development will built in compliance with the City's Single Family Residential Design Standards and Guidelines recently modified by the Commission and Council). Approval to develop these homes requires approval of a plot plan know as a residential "Final Site Plan of Development" (FSPOD). The FSPOD development plans package which includes plot plan, landscape plan, architectural elevations and fence/wall plan is provided in Attachment H - I. The exhibit below reflects the residential site.

Residential Site Plan Exhibit



Site Plan Design:

The proposed 80-lot single family development has been laid out in a traditional fashion primarily due to the topography of the site. The site layout also mirrors the layout of the KB Homes residential development under construction immediately north of the site. Access to the development will occur from Monte Vista Drive via a shared access street with the KB Homes development. The project is subject to the development standards of the R-1 (Lots 1 – 77) and R-R zone (Lots 78 – 80). These sections establish standards and requirements related to lot area, setbacks, building height, etc.

According to the R-1 zone standards (Section 17.24 of the WMC), the minimum lot size required for each parcel is 7,200 square feet with a minimum average width of 60 feet

and lot depth of 100 feet. The 77 parcels within the R-1 portion of the development range in size from 7,500 square feet to 10,498 square feet, and have lot widths and depths exceeding 60 feet and 100 feet, respectively.

According to the R-R zone standards (Section 17.16 of the WMC), the minimum lot size required for each parcel is 21,780 square feet (i.e., 1/2 acre) with a minimum average width of 80 feet and lot depth of 100 feet. The three (3) parcels within the R-R zone portion of the development range in size from 2.13 to 3.33 acres, and have lot widths and depths exceeding 80 feet and 100 feet, respectively. The table below summarizes the required development standards for each zone and how the project complies with these development standards.

Development Standards

Development Standards	Minimum Dev. Standard	Proposed Project	Meets/Exceeds Requirements
R-R Zone (Lots 78 – 80)			
Minimum Lot Size	21,780 sq. ft. (1/2 ac.)	2.13 acres min.	Yes
Minimum Lot Width/Depth	80 ft. / 100 ft.	100 ft. min. / 150 ft. min.	Yes
Required Setbacks			
Front Setback	20 ft.	20 ft. – 260 ft.	Yes
Rear Setback	20 ft.	35 ft. – 79 ft. min.	Yes
Side Setback –			
Interior Side Yard	5 ft. & 10 ft.	42 ft min. & 76 ft. min.	Yes
Corner Lot	N/A	N/A	N/A
Building Height	40 ft. max.	30 ft. max.	Yes
R-1 Zone (Lots 1 - 77)			
Minimum Lot Size	7,200 sq. ft.	7,500 sq. ft. min.	Yes
Minimum Lot Width/Depth	60 ft. / 100 ft.	65. min. / 108 ft. min.	Yes
Required Setbacks			
Front Setback	20 ft.	20 ft. – 28 ft. min.	Yes
Rear Setback	10 ft.	33 ft. – 85 ft. min.	Yes
Side Setback –			
Interior Side Yard	5 ft.	5 ft. – 20 ft. min.	Yes
Corner Lot	10 ft.	10 ft. min.	N/A
Building Height	40 ft. max.	30 ft. max.	Yes

Off-Street Parking (Section 17.188):
Single family tract developments are required to provide 2 enclosed/covered parking spaces per dwelling unit. As shown on the development plans and floor plans, each unit has a 2-car or 3-car enclosed garage. In addition, each lot has driveways deep enough to contain 2 extra cars for families with more than 2 cars and visitors. Given the design of the residential local street, additional parking can be accommodated on both sides of the street. Given this, required parking has been met and exceeded.

Proposed Unit Type:
In accordance with the city's Single Family Residential Design Standards and Guidelines, the project is providing six (6) floor plan types with 3 architectural elevation styles for each floor plan. The floor plan types are summarized in the table below.

Typical Unit Types / Floor Plan

Unit Type	Unit Quantity	Living Area Size (sq. ft.)	Number of Proposed Bedrooms	Garage Type
R-1 Zone Development Area				
Plan 1 (1-story)	15 units	2,500 sq. ft.	3 bedrooms (Option for 4th)	2 - 3 car garage
Plan 2 (2-story)	28 units	3,069 sq. ft.	5 bedrooms	2-car garage
Plan 3 (2-story)	34 units	3,410 sq. ft.	6 bedrooms	2 - 3 car garage
Total Count	77 units	2,993 s.f. ave.		
R-R Zone Development Area				
Plan 4 (1-story)	1 unit	3,685 sq. ft.	5 bedrooms	3-car garage
Plan 5 (2-story)	1 unit	4,146 sq. ft.	5 bedrooms	3-car garage
Plan 6 (2-story)	1 unit	5,458 sq. ft.	5 bedrooms	3-car garage
Total Count	3 units	4,438 s.f. ave.		

Architectural Plans/Floor Plans:
In accordance with the city's Single Family Residential Design Standards and Guidelines, the architectural design proposed for the project includes 3 elevation styles for each dwelling unit type. These elevations incorporate appropriate architectural elements such as stucco & wood-sided walls, stone veneer accents, wood posts/railings, decorative gable and end beams, wood shutters, etc. The elevations are as follows:

- Plan #1 = Spanish, Santa Barbara and Tuscan
- Plan #2 = Spanish, Craftsman and Farmhouse
- Plan #3 = Spanish, Craftsman and Farmhouse
- Plan #4 = Spanish, Craftsman and Tuscany
- Plan #5 = Spanish, Craftsman and Tuscany
- Plan #6 = Spanish, Craftsman and Tuscany

As part of the final site plan of development package, the applicant has provided an architectural program that achieves the above items as summarized below:

- Multiple Floor Plans/Elevations – Since the tract has 80 lots designated for single family homes, six (6) different floor plans with three (3) different elevations are proposed. The applicant has also varied the floor plans so the same floor plan/elevation is not repeated immediately adjacent to another unit. The site plan shows the actual plotting of the floor plan and elevation types.

- Building Articulation – The intent behind this guideline is to avoid long, unarticulated building facades by incorporating varying setbacks, projecting architectural features, and vertical/horizontal variation in the façade. As illustrated in the architectural design sheets, each dwelling unit type provides the required elements that achieve building articulation.

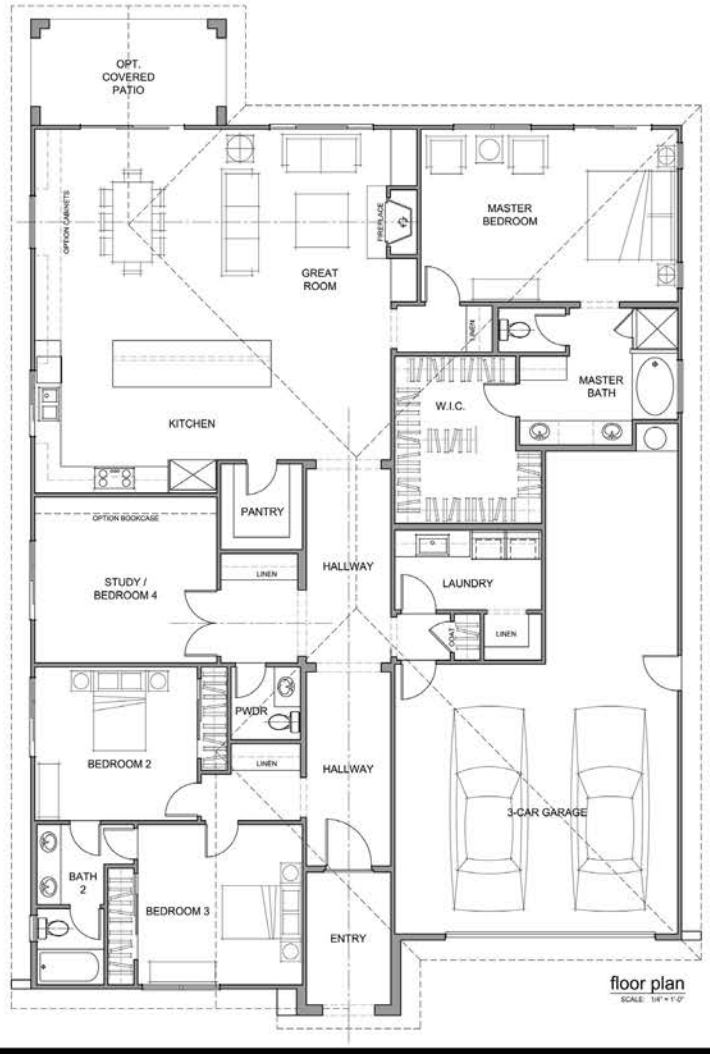
- Varied Roof Planes – Roof articulation is required and may be achieved by changes in building planes, gable/hip roofs, dormers, etc. As illustrated in the architectural design sheets, each dwelling unit type provides varied roof plans the required elements that achieve building articulation.

- 360-degree Architecture – This guideline is intended to create variation in the building planes and to avoid un-articulated facades. As illustrated in the architectural design sheets, each dwelling unit type provides architectural detail on all four elevations of the homes.

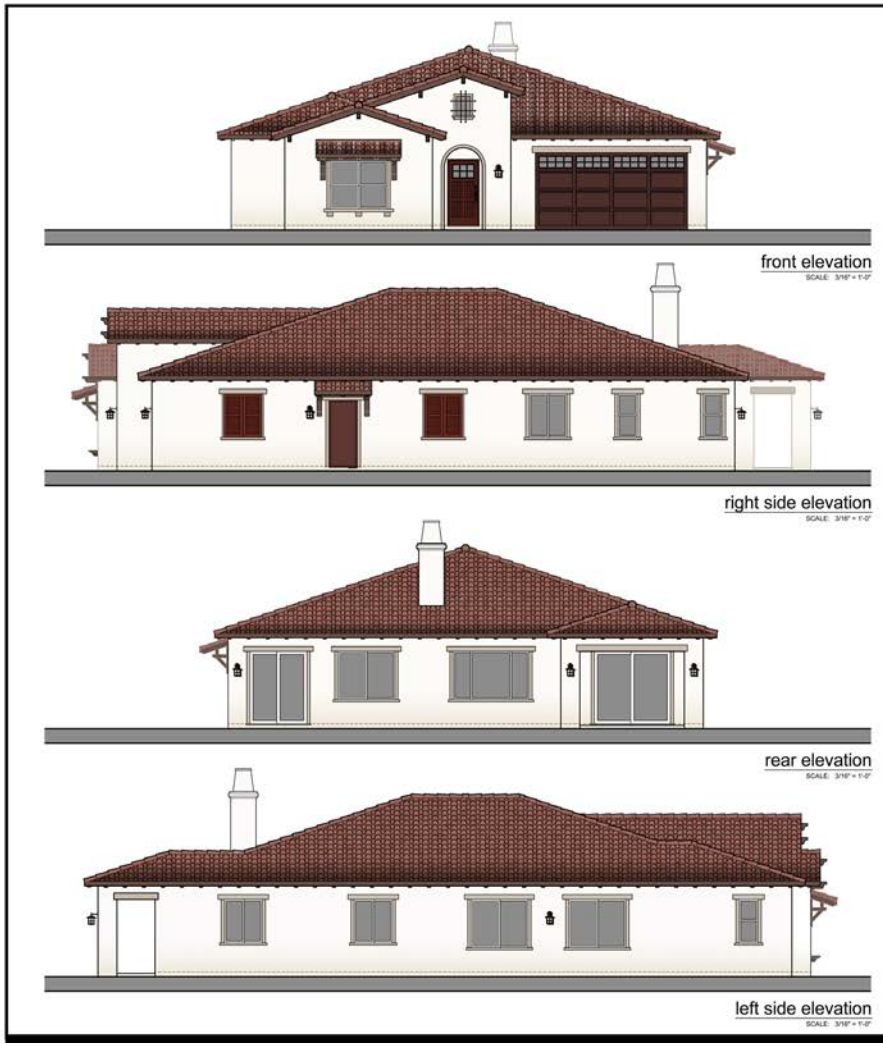
Attachment I contains all the colored architectural elevations plans for Commission consideration. Reduced exhibits of each of the architectural elevations are provided on the following pages.

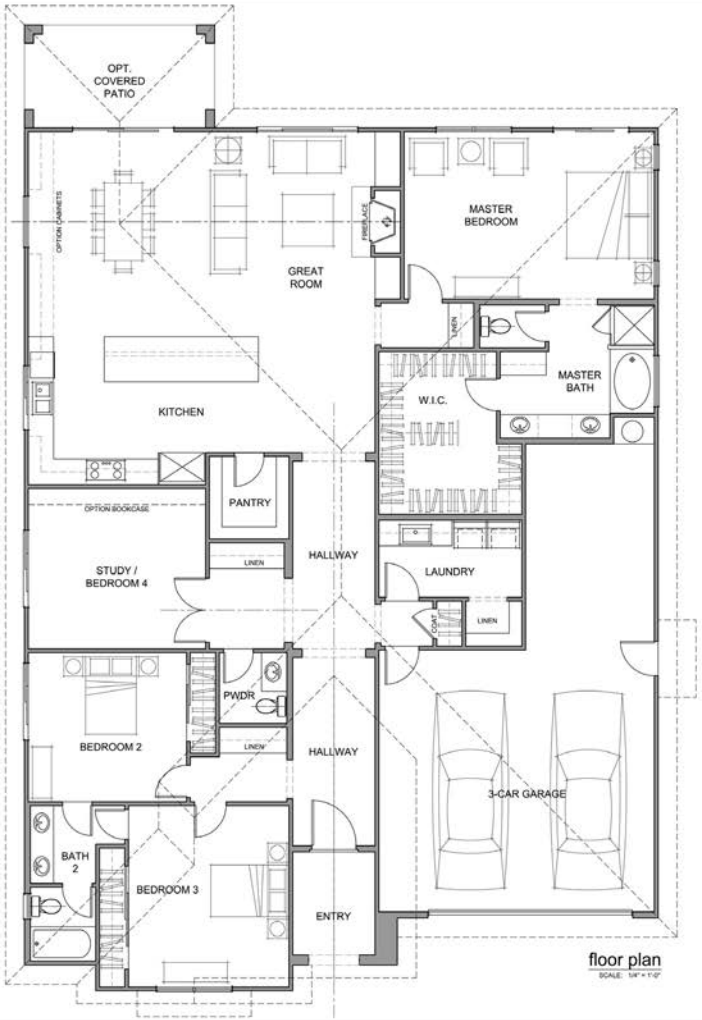
Plan/Unit Type #1 Elevation Exhibits (Spanish Style)





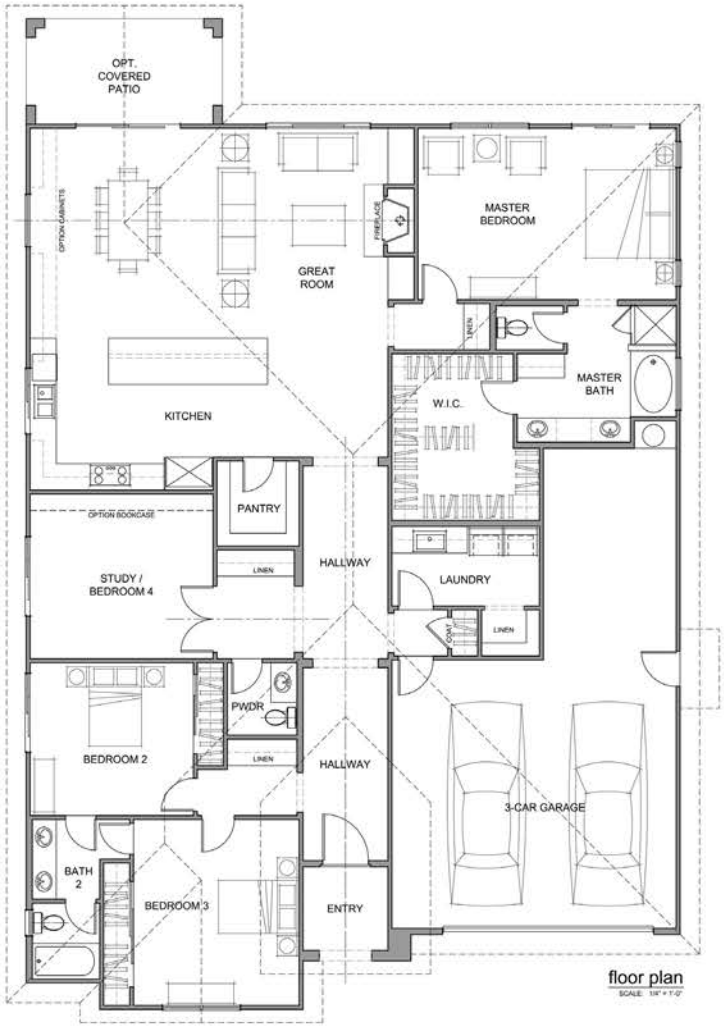
Plan/Unit Type #1 Elevation Exhibits (Santa Barbara Style)





Plan/Unit Type #1 Elevation Exhibits (Tuscan Style)





Plan/Unit Type #2 Elevation Exhibits (Craftsman Style)



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



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



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

Plan/Unit Type #2 Elevation Exhibits (Farmhouse Style)



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



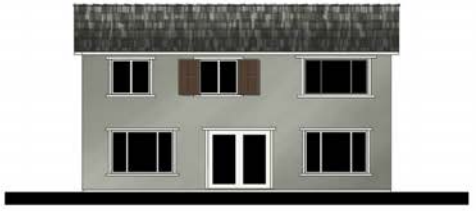
FRONT ELEVATION
SCALE: 3/16" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

Plan/Unit Type #2 Elevation Exhibits (Spanish Style)



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



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



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

Plan/Unit Type #3 Elevation Exhibits (Craftsman Style)



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



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



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

Plan/Unit Type #3 Elevation Exhibits (Farmhouse Style)



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



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



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"

Plan/Unit Type #3 Elevation Exhibits (Spanish Style)



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



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



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

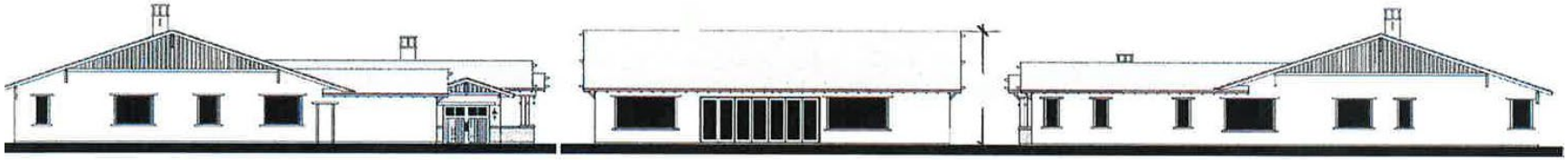


REAR ELEVATION
SCALE: 3/32" = 1'-0"

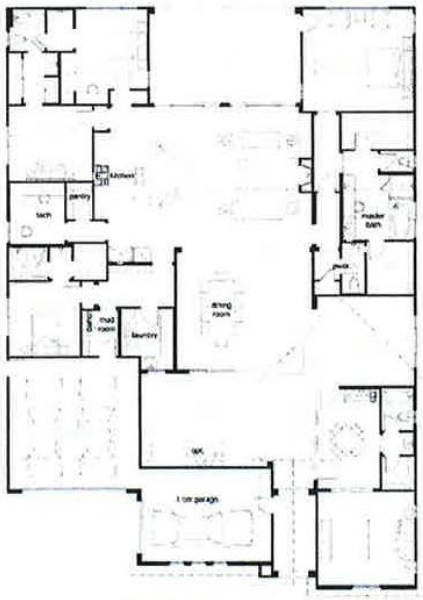
Plan/Unit Type #4 Elevation Exhibits (Craftsman Style)

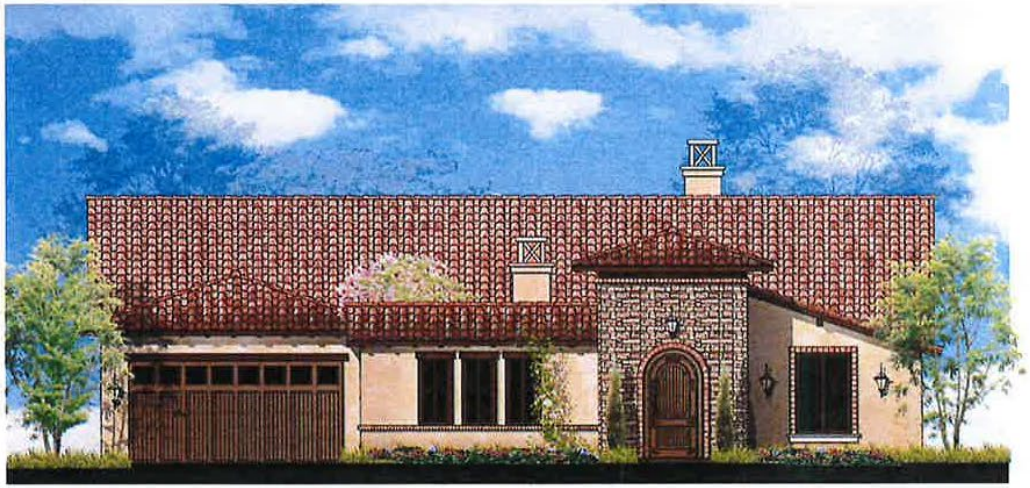


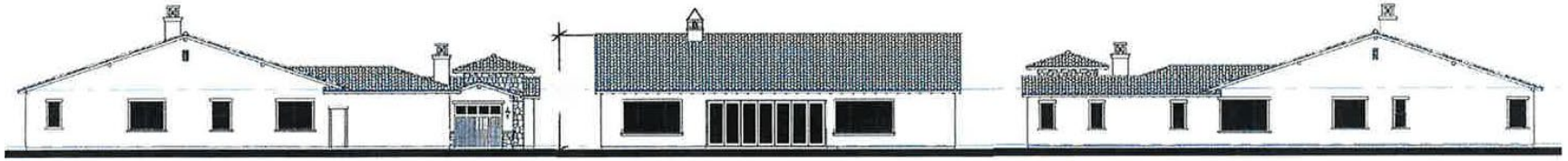




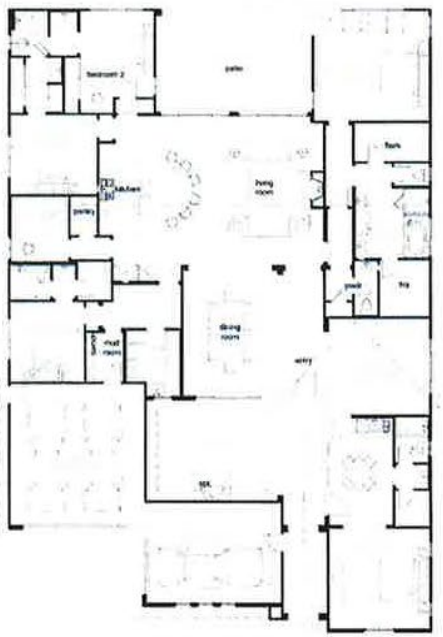
Plan/Unit Type #4 Elevation Exhibits (Tuscan Style)







Plan/Unit Type #4 Elevation Exhibits (Spanish Style)







Plan/Unit Type #5 Elevation Exhibits (Spanish Style)

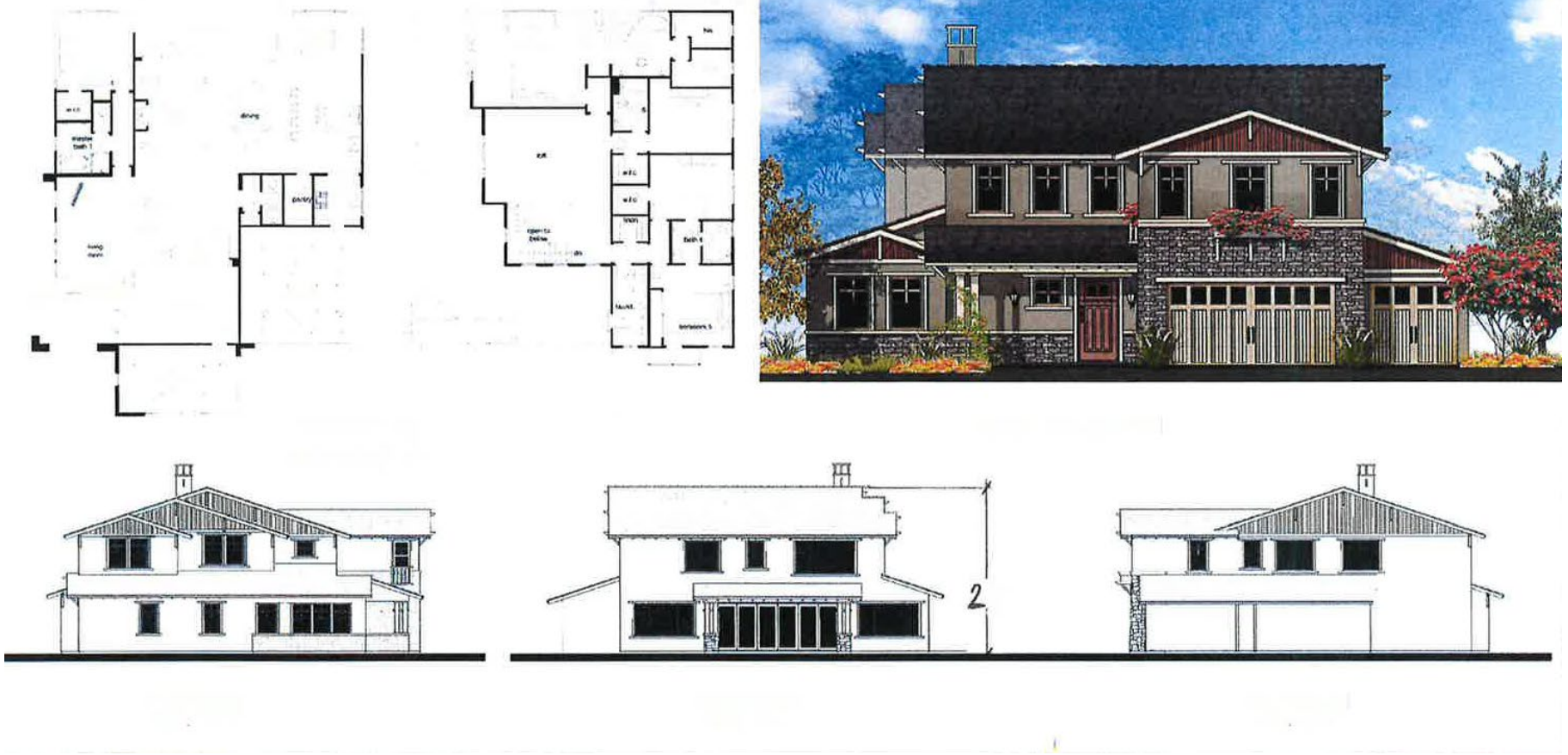




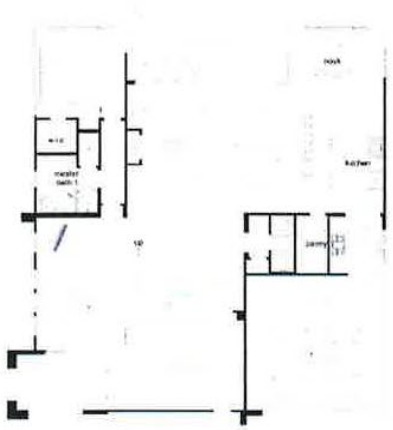




Plan/Unit Type #5 Elevation Exhibits (Craftsman Style)



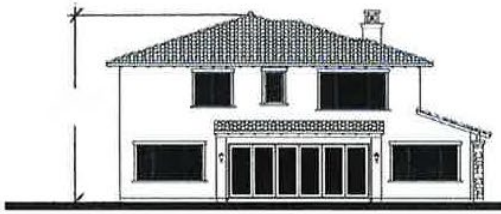
Plan/Unit Type #5 Elevation Exhibits (Tuscan Style)

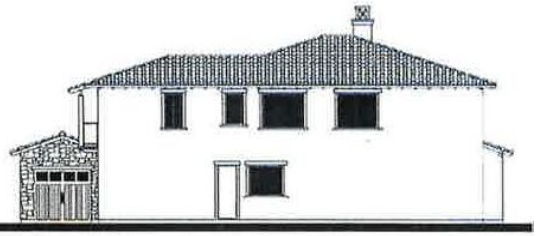












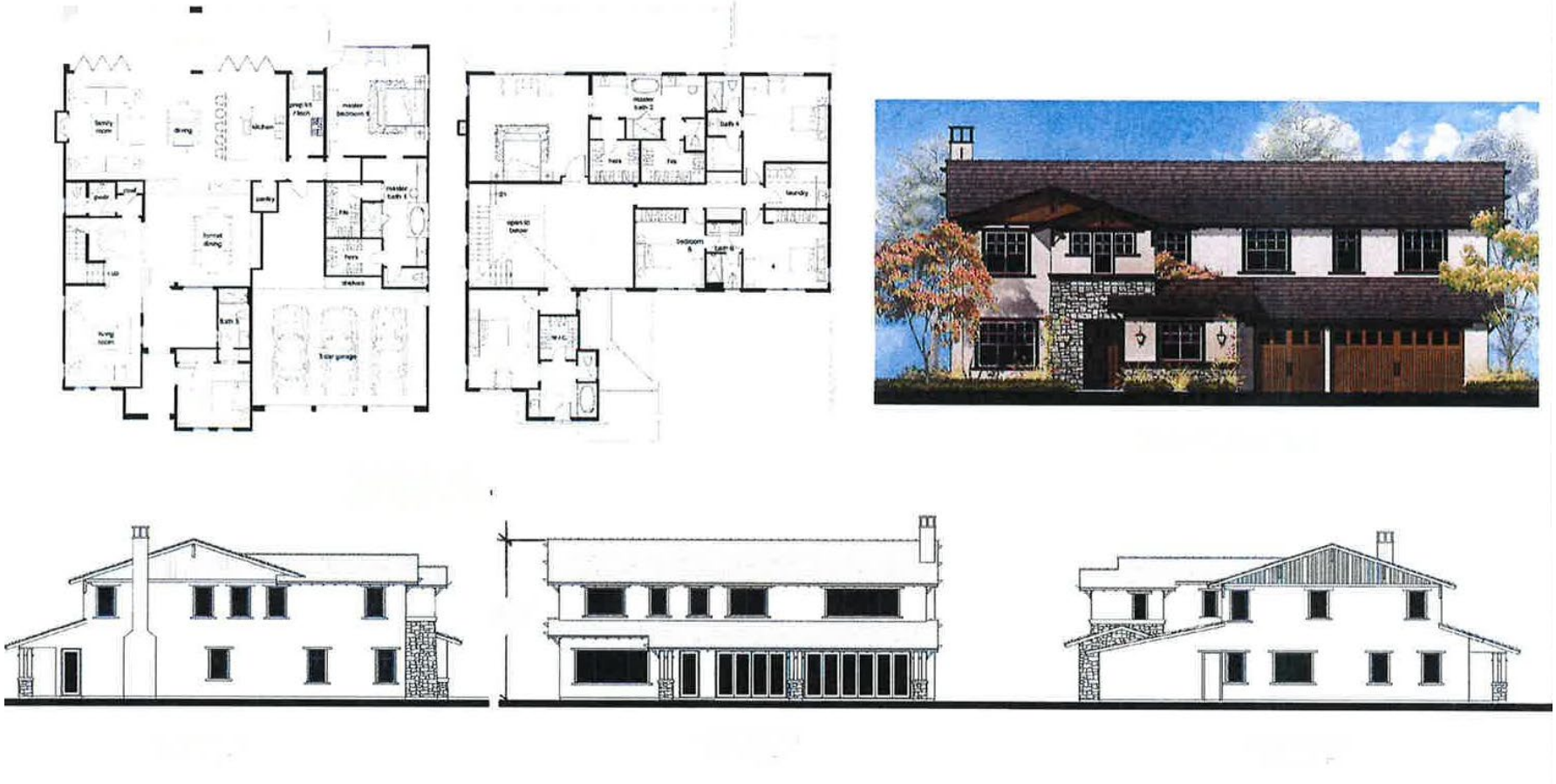
Plan/Unit Type #6 Elevation Exhibits (Spanish Style)







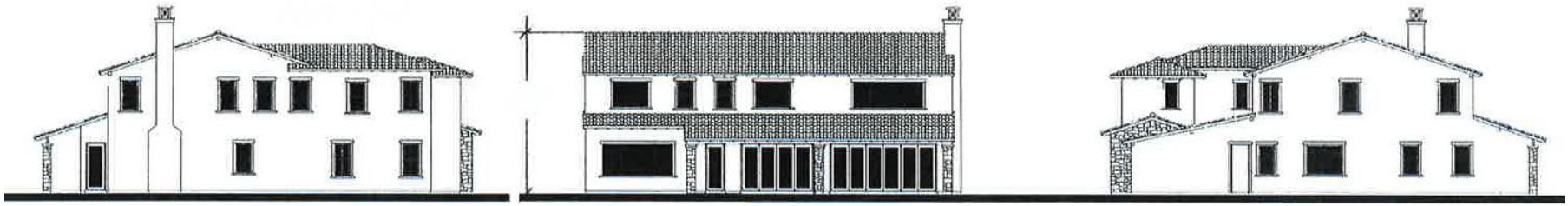
Plan/Unit Type #6 Elevation Exhibits (Craftsman Style)



Plan/Unit Type #6 Elevation Exhibits (Tuscan Style)







Landscaping/Water Efficient Standards (Chapter 17.276):

The Applicant has provided a detailed conceptual landscape plan for staff's review. The purpose of Chapter 17.276 of the Zoning Ordinance is to establish water efficient landscape regulations that are "at least as effective in conserving water as" the State Model Water Efficient Landscape Ordinance in the context of conditions in the City in order to ensure that landscapes are planned, designed, installed, maintained, and managed in a manner that uses water efficiently, encourages water conservation, and prevents water waste. The intent of this chapter is to also encourage the cooperation between the City and local water purveyors to achieve irrigation efficiency and water conservation goals.

The landscape plans provide for a variety of landscape species (including drought tolerant turf) in varying sizes to accommodate the project. The landscape plans were reviewed by the City's Landscape Architect in accordance with the provisions of this code section. Based on this review, the conceptual landscape plans are consistent with city standards. During the construction plan check process, staff will perform a detailed landscape and irrigation plan review to determine that the proposed water usage meets the requirements of Chapter 17.276. Based on the conceptual landscape plans, the project is consistent with city standards.

Required Walls/Fencing:

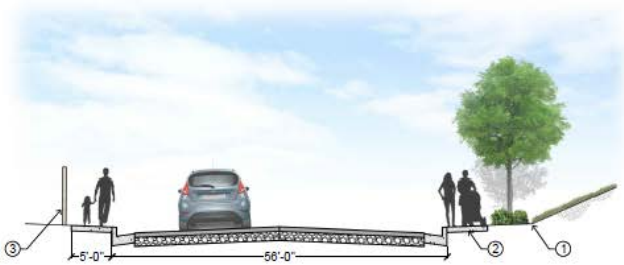
A wall/fence plan is required as part of the final site plan of development package. The city's Design Standards and Guidelines outline specific wall and fence requirements for single family residential developments. For example, boundary walls along the perimeter of the tract, side yards visible from the street and side yard returns must be decorative block material. Interior side and rear yard fencing is allowed to be vinyl. The applicant is providing walls and fencing in compliance with these standards. Based on the proposed plans, the wall/fence plan is consistent with the city's residential design guidelines.

The landscape plan and wall/fence plan details are provided in Attachment I for Commission consideration. The following pages show colored illustrations of the landscaping and fencing/walls.

Residential Conceptual Landscape Plan Exhibit



Conceptual Landscape Plan Exhibit



TYPICAL STREET SECTION (STREET "C", "D")
NOT TO SCALE

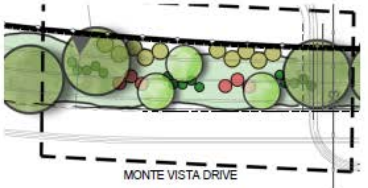


TYPICAL STREET SECTION (STREET "A", "B")
NOT TO SCALE

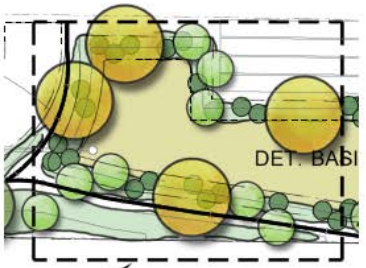


D.G.TRAIL SECTION
NOT TO SCALE

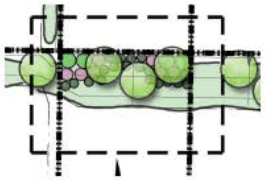
LEGEND
1. FRONT YARD PLANTING
2. CONCRETE SIDEWALK
3. WALL / FENCE
4. D.G. TRAIL



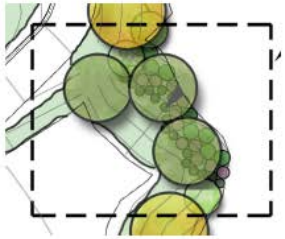
COMMERCIAL / INDUSTRIAL SLOPE ENLARGEMENT
SCALE - 1" = 20'



DETENTION BASIN ENLARGEMENT
SCALE - 1" = 20'



TYPICAL LOT SLOPE ENLARGEMENT
SCALE - 1" = 20'



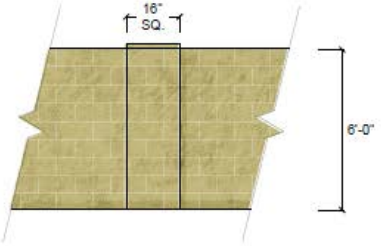
ESTATE LOT SLOPE ENLARGEMENT
SCALE - 1" = 20'

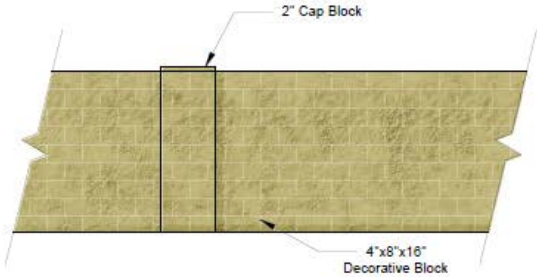
Overall Wall/Fence Plan Exhibit



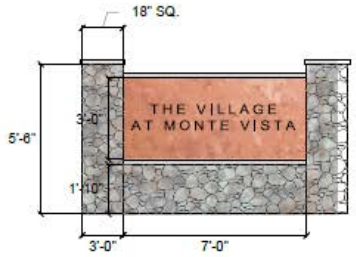
WALL & FENCE PLAN

Wall/Fence Plan Elevation Exhibits

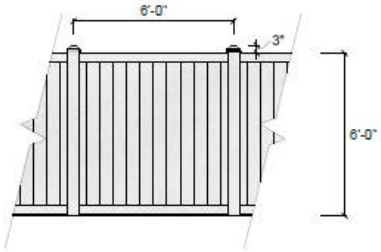


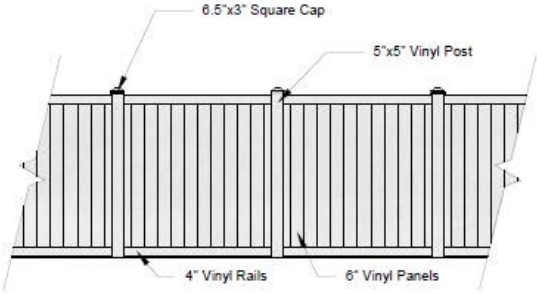


Ⓐ CMU WALL

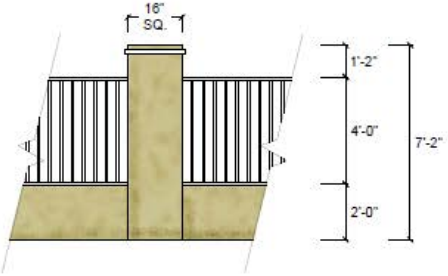


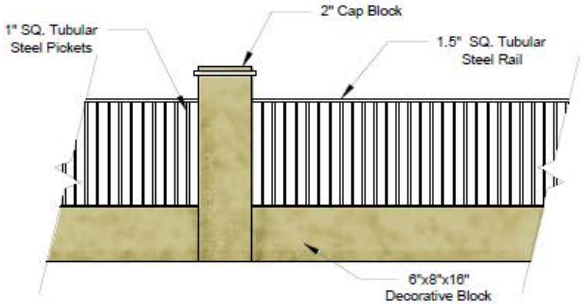
Ⓓ ENTRY MONUMENT





Ⓑ VINYL FENCE





Ⓒ TUBULAR STEEL FENCE

PROJECT ANALYSIS / FINDINGS OF FACT:

In accordance with state law and city ordinances, the following findings are presented to the Council for consideration in support of the Commission's recommendation to adopt the Mitigated Negative Declaration, and approve the proposed change of zone, tentative tract map, business park plot plan and residential final site plan of development.

Initial Study / Mitigated Negative Declaration Analysis:

The Planning Director in a preliminary review of the proposed project determined that there was substantial evidence that the proposed "Village @ Monte Vista" project may have one or more significant effects on the environment. Therefore, in accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 – 21189.3, and the CEQA Guidelines, 14 CCR §§ 15000-15387, the proposed project required the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND). Based on the CEQA analysis, all potential environmental impacts created by the project have been mitigated to a level of non-significance, and each of the 14 mitigation measures have been incorporated into the projects' conditions of approval matrix.

Upon completion of the draft IS/MND and in accordance with CEQA Guidelines Section 15072, the Planning Department on October 23, 2018 provided a Notice of Intent (NOI) to the State Clearinghouse, Riverside County Clerk, Press Enterprise, a local newspaper of general circulation, and the City's local distribution list regarding the preparation and public review of the draft Initial Study/Mitigated Negative Declaration for the proposed project. Also, in accordance with CEQA Guidelines §15073 and §15105, and the City's Local CEQA Guidelines, the draft Initial Study/Mitigated Negative Declaration was circulated and made available to the State Clearinghouse/OPR, the city's local distribution list, and other interested parties requesting a copy for a 30-day public review/comment period that commenced on October 23, 2018 and concluded on November 21, 2018. In addition, the draft Initial Study/Mitigated Negative Declaration was uploaded to the City's Environmental Documents Center webpage during the same 30-day public review period, and a hard copy was made available to the general public at the Planning Department.

During the 30-day public review period, the City received two (2) written comment letters (Agua Caliente Indian Tribe and Santa Ana Regional Water Quality Control Board) commenting on the draft Initial Study/Mitigated Negative Declaration. One additional letter was received from the State Department of Transportation (Caltrans) 3 weeks after the public comment period concluded. In accordance with the City's Local CEQA Guidelines, the Planning Department has prepared detailed responses to the three (3) written comment letters received during the 30-day comment period, and a copy of the city's responses were provided to each commenter 10 days prior to the scheduled January 23, 2019 Planning Commission meeting. A copy of the response to the late Caltrans letter is provided in Attachment A, Exhibit 5.

In accordance with CEQA Guideline 15097, the Planning Department has also prepared a Mitigation Monitoring and Reporting Program (MMRP) to monitor compliance with the proposed mitigation measures. The MMRP outlines the proposed mitigation measures for the project and the timing and department responsibility for implementing the

mitigation measures. Also, the mitigation measures have also been included into each of the conditions of approval matrix for the tract map, plot plan and final site plan of development.

The City Council has the authority to review the proposed IS/MND and make a determination as recommended by the Commission. The Commission's analysis of the findings in support of the adoption of the MND/MMRP is provided in the Findings section below. A copy of the draft IS/MND, technical appendices, response to comments and mitigation monitoring & reporting program is provided for Council review (Attachment A, Exhibits 1 - 4).

Initial Study / Mitigated Negative Declaration Findings:

The Planning Commission, in light of the whole record before it, including but not limited to, the draft IS/MND, Technical Appendices, Response to Comments/Final MND, and Mitigation Monitoring and Reporting Program (Exhibits 1 - 4) and all documents incorporated by reference therein, any comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, recommends the City Council find and determine as follows:

A. Review Period: That the City has provided a 30-day public review period commencing on October 23, 2018 and concluding on November 21, 2018 for the draft Initial Study/Mitigated Negative Declaration as required by CEQA Guidelines §15073 and §15105.

B. Compliance with Law: That the draft Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

C. Independent Judgment: That the draft Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program reflect the independent judgment and analysis of the City.

D. Mitigation Monitoring and Reporting Program: That the Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project as agreed to by the applicant, and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance.

Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission concludes that the project will not have a significant effect on the environment with the proposed mitigation measures and Mitigation Monitoring and Reporting Program.

Change of Zone No. 18-0034 Analysis:

The applicant has proposed a change of zone in 2 parts: 1) change the zoning map from the existing zoning designation of R-R (Rural Residential) to R-1 (One-family Dwelling) for the 21.18+/- acre portion of the residential development area (a portion of this area (8.33 acres) will maintain its existing R-R zoning designation consistent with the existing EDR land use designation); and 2) from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96+/- acre business park development area. The proposed development plan for each development area is consistent with the intent and purposed of the proposed zones. The R-1 zone allows for single family residential development, while the I-P zone allows for business park and hotel uses.

According to the City's general plan zoning consistency table, the proposed R-1 zone is highly consistent with the existing Medium Density Residential (MDR) general plan land use designation. The MDR land use designation allows for single family attached dwellings a density range of 2 - 5 units/acre. Since the project density is projected to be 3.53 units/acres, the residential zone change is consistent with the General Plan. Further, the I-P zone is highly consistent with the existing Business Park (BP) general plan land use designation. The BP land use designation allows for commercial, business park and industrial related uses that will provide jobs and sales tax revenue for the city.

The Commission recommended approval of the proposed change of zone because these zoning designations are intended for the development of residential and business park uses. The following findings as recommended by the Commission are provided for Council consideration.

Change of Zone No. 18-0034 Findings:

In accordance with the State of California, Government Code Sections 65855 and Chapter 17.280 of the Zoning Ordinance, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

Evidence: The proposal to change the zoning map from the existing zoning designation of R-R (Rural Residential) to R-1 (One family Dwelling Zone) for the

28.86 acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96 acre business park is consistent with the Wildomar General Plan in that the R-1 zone is highly consistent with the existing Medium Density Residential (MDR) land use designation, and the I-P zone is highly consistent with the Business Park (BP) land use designation. Further, the existing R-R zone for the rear portion of the property is consistent with the existing Estate Density Residential (EDR) land use designation. The proposed zone changes to R-1 and I-P will also be consistent with, and implement, the following goals and polices of the General Plan:

LU 2.1 The proposed project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The proposed project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The proposed project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The proposed project will provide a specific housing type, style and density that is accessible to and, meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The proposed project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The proposed project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The proposed project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU23.1 The proposed project will accommodate the development of a new hotel that will provide jobs and sales tax revenues for the general fund.

LU24.1 The proposed project will accommodate the development of a new business park land uses that will provide jobs and sales tax revenues for the general fund.

LU24.8 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

H-1.1 The proposed single family project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.

H-6.1 The proposed single project will utilize energy conservation measures in that each enclosed garage space is conditioned to have an EV charging outlet for electric vehicles, and will be designed to meet Cal-Green Building code standards..

Tentative Tract Map No. 37476 Analysis:

The Village @ Monte Vista project requires approval of a Tentative Tract Map No. 37476 for the subdivision of 38.57+/- gross acres into 84 lots, including 80 lots for single family residential development and 4 lots for commercial/ business park development. The proposed tract map was evaluated based on the development standards of the R-1, R-R and I-P zones related to lot size, lot width and lot depth. Based on the proposed tract map design, all lots meet and or exceed the minimum standards as discussed in the project description section of the staff report. The project as proposed and conditioned is also consistent with the General Plan.

Further, all environmental impacts created by the project have been mitigated to a level of non-significance, and each mitigation measure has been incorporated into the project conditions. Based on these facts, the Commission has recommended City Council approval of the tract map.

Tentative Tract Map No. 37476 Findings:

In accordance with Wildomar Municipal Code Title 16 and Title 17, and Government Code § 66473.1, § 66473.5 and § 66474, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council hereby find and determine as follows:

A. The proposed tract map is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The proposed Tentative Tract Map No. 37476 is consistent with the City's General Plan in that the proposed subdivision of 38.57 gross acres into 80 lots for single family residential development and 4 lots for commercial/ business park development is consistent with the existing land use designation of Medium Density Residential (MDR), Estate Density Residential (EDR) and Business Park (BP),

respectively. The MDR land use designation is intended to provide for the development of single family detached residences at a density of 2 - 5 units/acre and with lot sizes that are a minimum of 7,200 square feet in size. The EDR land use designation is intended to provide for the development of single family detached residences at a density of 1 unit per 2 acres minimum.

The three (3) lots proposed under the existing EDR land use designation have an average lot size of 2.77 acres in size exceeding the minimum standards. The BP land use designation is intended for commercial, business park and industrial related uses that will provide jobs and sales tax revenue. Given the mix of uses proposed on these 4 lots, the subdivision map meets this intent. The site does not have a specific plan governing development of the area. Therefore, the proposed tentative tract map meets this finding. Lastly, the proposed mixed-use project also promotes the following land use policies:

LU 2.1 The proposed project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The proposed project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The proposed project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The proposed project will provide a specific housing type, style and density that is accessible to and, meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The proposed project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The proposed project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The proposed project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU23.1 The proposed project will accommodate the development of a new hotel that will provide jobs and sales tax revenues for the general fund.

LU24.1 The proposed project will accommodate the development of a new business park land uses that will provide jobs and sales tax revenues for the general fund.

LU24.8 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

H-1.1 The proposed single family project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.

H-6.1 The proposed single project will utilize energy conservation measures in that each enclosed garage space is conditioned to have an EV charging outlet for electric vehicles, and will be designed to meet Cal-Green Building code standards.

B. The design or improvement of the proposed subdivision is consistent with the City's General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to residential and business park subdivisions which are intended to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards. There is no specific plan governing this project. Therefore, the proposed tentative tract map meets this finding.

C. The site is physically suitable for the type and proposed density of development.

Evidence: The project site encompasses approximately 38.57 gross for the subdivision into 80 lots for single family residential and 4 lots for commercial/ business park development and is suitable for the type and proposed density of development. Given the density of the residential development is consistent with the MDR and EDR land use designations, the design is physically capable of accommodating the total number of lots proposed and size of dwelling units. Further, the 136,000 square-foot business park development on 8.96 acres is also suitable for the type and proposed density of development. Since the proposed tentative tract map meets and exceeds the R-1, R-R and I-P zone development standards, the project is consistent with the Zoning Ordinance. Given these facts, the proposed Tract Map is physically suitable for the type and proposed density of development and meets this finding.

D. The design of the subdivision or proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The City has prepared an Initial Study/Mitigated Negative Declaration for Tentative Tract Map No. 37476. The IS/MND was circulated for a 30-day public review period that commenced on October 23, 2018 and concluded on November 21, 2018 in accordance with CEQA law. The IS/MND analyzed the environmental issues required under CEQA law, including but not limited to, fish and wildlife, including their respective habitats, and determined that the design of the proposed subdivision and improvements will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Proper mitigation measures has been proposed as outlined in the Mitigation Monitoring and Report Program (MMRP). Therefore, the proposed tract map meets this finding.

E. The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code and Subdivision Ordinance. The design and construction of all improvements to accommodate the project have been conditioned to in accordance with all applicable City of Wildomar ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to storm-water runoff management and adopted public works standards. As the City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare, the proposed tract map project meets this finding.

F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

Plot Plan No. 18-0034 Analysis (Business Park):

The proposed project requires approval of a plot plan to develop the 133,600 square-foot business park site. It is likely that construction will likely follow development of the single family residential subdivision. Hence, staff has required a separate plot plan that includes the site layout, landscaping and architecture, including its own conditions of approval. Development of the business park must comply with the development standards of the proposed I-P zone related to setbacks, building height, landscaping, parking, etc.

In addition, the development standards of Chapter 17.188 (Parking) and 17.276 (Water Efficient/Landscaping) were reviewed in detail to ensure compliance with these provisions. Based on the proposed plot plan design, all development standards of the I-P zone have been met or exceeded as discussed in the project description section of the staff report. The project as proposed and conditioned is also consistent with the General Plan. Further, all environmental impacts created by the project have been mitigated to a level of non-significance, and each mitigation measure has been incorporated into the project conditions.

Based on these facts, the Commission has recommended City Council approval of the plot plan for the business park. The following findings are provided for Council consideration.

Plot Plan No. 18-0034 Findings (Business Park):

In accordance with Chapter 17.216 of the Wildomar Municipal Code (Title 17), the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed Plot Plan No. 18-0034 is consistent with the City's General Plan in that the proposed commercial / business park development totaling 136,000 square feet on 8.96 acres, including related on-site/ off-site improvements is consistent with the existing land use designation Business Park (BP). The BP land use designation is intended for commercial, business park and industrial related uses that will provide jobs and sales tax revenue. Further, the business park plot plan development is allowed use in the M-SC (Manufacturing-Service Commercial) zone subject to the approval of a plot plan and compliance with all development standards of Chapter 17.92 of the WMC. The proposed business park development site plan has been evaluated in accordance with these development standards and it has been determined that each standard has been met and/or exceeded as discussed within the staff report. Thus, the proposed plot plan is meets the purpose and intent of the M-SC zone and, therefore, meets this finding. Lastly, the proposed plot plan also promotes the following land use policies:

LU 2.1 The proposed project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The proposed project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU23.6 The proposed project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The proposed project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU23.1 The proposed project will accommodate the development of a new hotel that will provide jobs and sales tax revenues for the general fund.

LU24.1 The proposed project will accommodate the development of a new business park land uses that will provide jobs and sales tax revenues for the general fund.

LU24.8 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

B. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

Evidence: The proposed business park project has been designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property. Further, the project is compatible with the surrounding area with similar development patterns and has been designed to meet all City standards applicable to business park development.

C. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

Evidence: The design of the proposed business park development has considered the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion in that primary access to the site will only occur from Monte Vista Road and will have shared access from the development north of the site under Tract Map No. 32024 (Monte Vista Ranch Mixed-Use project. Further, all standards as implemented by the Public Works and Fire Department have been complied with. Monte Vista and all interior streets will be fully dedicated and improved to Public Works street standards (including curb, gutter and sidewalks) to facilitate the safe off-site and on-site traffic flow generated by the project. Further, a traffic study was prepared for the proposed project and was extensively analyzed as part of the IS/MND, and traffic impacts have been properly mitigated. As a result, the proposed project meets this finding.

D. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

Evidence: The development of the construction of the proposed project has been designed and conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, requirements relating to storm water runoff management and other drainage control regulations. The project drainage has been designed to accommodate a series of filtration and detention areas (within and around the drive aisles and parking areas) to capture storm runoff. Further the project was required to prepare a Hydrology/Hydraulic study and Preliminary Water Quality Management Plan as part of the IS/MND which analyzed and addressed in detail all drainage impacts that could have resulted from this project. As a result, the proposed project meets this finding.

E. All plot plans 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 Title 16 (Subdivisions) in such a manner that each building is located on a separate legally divided parcel.

Evidence: The project does include a tentative tract map (TTM 37476) to subdivide the property to accommodate the proposed business park development and single family project east of the site. The tentative tract map has been conditioned to be recorded prior to any occupancy of the project, therefore, the proposed project meets this finding.

Final Site Plan of Development No. 18-0034 Analysis (Single Family Residential):

The proposed final site plan of development is needed to develop the residential portion of the project as required by Chapter 17.216 of the WMC. The residential development area of the proposed project includes the development of 80 single family detached residences on 28.86+/- acres, and is located east of the business park area. Seventy-seven (77) of the residences will built in compliance with the R-1 zone standards, while three (3) residences (considered “estate lots”) will be built in compliance with the R-R zone standards. In addition, the development will built in compliance with the City’s Single Family Residential Design Standards and Guidelines recently modified by the Commission and Council).

The final site plan of development was reviewed and analyzed in detail as part of the city’s development review process to ensure that the R-R and R-1 development standards were met and/or exceeded. In addition, the development standards of Chapter 17.188 (Parking) and 17.276 (Water Efficient/Landscaping) were reviewed in detail to ensure compliance with these provisions. Based on this review, the proposed final site plan of development meets and/or exceeds these development standards. All applicable development standards are illustrated in the Project Description section of the staff report.

Based on the proposed final site plan of development design, all development standards of the R-R and R-1 zone have been met or exceeded as discussed in the project description section of the staff report. The project as proposed and conditioned is also consistent with the General Plan.

Further, all environmental impacts created by the project have been mitigated to a level of non-significance, and each mitigation measure has been incorporated into the project conditions. Based on these facts, the Commission has recommended City Council approval of the final site plan of development. The following findings are provided for Council consideration.

Final Site Plan of Development No. 18-0034 Findings(Single Family Residential):

In accordance with Chapter 17.216 of the Wildomar Municipal Code (Title 17), the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed plot plan to develop 80 single family residential dwelling units 28.86 acres, including related on-site/ off-site improvements is consistent with the intent of the General Plan land use designation of MDR (Medium Density Residential) as this land use is intended to accommodate single family detached dwelling units at a density range of 2 - 5 units/acre. With a project density of 2.78 units/acre, the plot plan is consistent with the MDR density requirements. Further, the single family development is allowed use in the R-1 zone subject to the approval of a final site plan of development/plot plan and all development standards of Chapter 17.24 of the WMC.

The proposed site plan has been evaluated in accordance with these development standards and it has been determined that each standard has been met and/or exceeded as discussed within the staff report. Thus, the single family development meets the purpose and intent of the R-1 zone and meets this finding. Lastly, the proposed residential project also promotes the following land use policies:

LU 2.1 The proposed project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The proposed project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The proposed project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The proposed project will provide a specific housing type, style and density that is accessible to and, meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The proposed project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The proposed project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The proposed project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU24.8 The proposed project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

H-1.1 The proposed single family project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.

H-6.1 The proposed single project will utilize energy conservation measures in that each enclosed garage space is conditioned to have an EV charging outlet for electric vehicles, and will be designed to meet Cal-Green Building code standards.

B. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

Evidence: The proposed residential development has been designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property. Further, the project is compatible with the surrounding area with similar development patterns and has been designed to meet all R-1 development standards applicable to the project.

C. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

Evidence: The proposed single family development considered the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion primary access to the site will only occur from Monte Vista Road and will have shared access from the development north of the site under Tract Map No. 32024 (Monte Vista Ranch Mixed-Use project. Further, all standards as implemented by the Public Works and Fire Department have been complied with. Monte Vista and all interior streets will be fully dedicated and improved to Public Works street standards (including curb, gutter and sidewalks) to facilitate the safe off-site and on-site traffic flow generated by the project. Further, a traffic study was prepared for the proposed project and was extensively analyzed as part of the IS/MND, and traffic impacts have been properly mitigated. As a result, the proposed project meets this finding.

D. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

Evidence: The development of the construction of the proposed project has been designed and conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, requirements relating to storm water runoff management and other drainage control regulations. The project drainage has been designed to accommodate a series of filtration and detention areas (within and around the drive aisles and parking areas) to capture storm runoff. Further the project was required to prepare a Hydrology/Hydraulic study and Preliminary Water Quality Management Plan as part of the IS/MND which analyzed and addressed in detail all drainage impacts that could have resulted from this project. As a result, the proposed project meets this finding.

E. All plot plans 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 Title 16 (Subdivisions) in such a manner that each building is located on a separate legally divided parcel.

Evidence: The project does include a tentative tract map (TTM 37476) to subdivide the property to accommodate the proposed business park development and single family project east of the site. The tentative tract map has been conditioned to be recorded prior to any occupancy of the project, therefore, the proposed project meets this finding.

PUBLIC COMMUNICATION / NOTICING

In accordance with Government Code Sections 65090, 65353 and 65854, and Wildomar Municipal Code Sections 16.12.140, 17.216.050, and 17.280.040, the Planning Department, on January 29, 2019 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the February 13, 2019, 2018 City Council meeting at which time the Council would consider the Village @ Monte Vista Mixed-Use project.

Further, in accordance with Ordinance No. 135, the Planning Department on February 1, 2019 posted one (1) public hearing notice "sign board" on Monte Vista Drive (in front of the project site) notifying the general public of the February 13, 2019, 2018 City Council meeting at which time the Council would consider the Village @ Monte Vista Mixed-Use project.

Lastly, In accordance with Government Code Sections 65090, 65353 and 65854, and Wildomar Municipal Code Sections 16.12.140, 17.216.050, and 17.280.040, the Planning Department on February 1, 2019 published a legal notice in the "Press Enterprise," a local newspaper of general circulation, notifying the general public of the February 13, 2019, City Council meeting at which time the Council would consider the Village @ Monte Vista Mixed-Use project.

FISCAL IMPACTS:

The Village @ Monte Vista project will not have a fiscal impact on the city's general fund. In accordance with the Development Impact Fee (DIF) ordinance adopted by Council (including parkland acquisition and park improvement fees), the proposed mixed-use project is required to pay approximately $2,127,500. The regional impact fees for the proposed project (i.e., TUMF, SKR, MSHCP, LEUSD), are approximately $1,874,000. Total fees to be paid from this project equal approximately $4,003,795. These fees are paid typically prior to the issuance of building permits.

The residential portion of the development will pay its full share of park maintenance through the CFD services and the equivalent share of the Measure Z tax of $28/year/unit ($2,240). In addition, the proposed single family development is conditioned to be annexed into the city-wide CFD 2013-1 (refer to Public Works, Tract Map No. 374176 Condition No. 7). The CFD revenue will be determined and finalized based on final plans and the level of maintenance required.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENTS:

A. Resolution No. 2019-___, adopting the IS/MND
   - Exhibit 1 - Draft Initial Study / Mitigated Negative Declaration
   - Exhibit 2 - IS/MND Technical Appendices
   - Exhibit 3 - Response to Comments Package/Final IS/MND
   - Exhibit 4 - Mitigation Monitoring & Reporting Program (MMRP)
   - Exhibit 5 - Response to Comments on Caltrans Letter

B. Ordinance No. ___, approving Change of Zone No. 18-0034

C. Resolution No. 2019-___, approving TTM No. 37476
   - Exhibit 1 - Conditions of Approval Matrix

D. Resolution No. 2019-___, approving Plot Plan No. 18-0034
   - Exhibit 1 - Conditions of Approval Matrix

E. Resolution No. 2019-___, approving Final Site Plan of Development No. 18-0034
   - Exhibit 1 - Conditions of Approval Matrix

F. Tentative Tract Map No. 37476 Exhibit

G. Business Park Development Plans / Exhibits

H. Final Site Plan of Development Plans-Exhibits

I. Final Site Plan of Development Colored Arch. Elevations (Plans 1 – 6)

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Subdivision Ordinance (Title 16 of the WMC)
- City of Wildomar Zoning Ordinance (Title 17 of the WMC)

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: December 1, 2021

TO: Chairman and Members of the Planning Commission

FROM: Abdu Lachgar, AICP, Associate Planner

SUBJECT: **TTM No. 37476/Plot Plan No. 18-0034 – EOT#1 (PA 21-0163):** Planning Commission review of a 3-year extension of time to February 13, 2025 for the approved "Village @ Monte Vista" mixed-use project consisting of Tentative Tract Map No. 37476 and Plot Plan/FSPOD No. 18-0034 located on the southeast corner of Monte Vista Drive and Summer Sage Way (APN: 367-140-008, 367-140-010 & 367-140-012).

STAFF REPORT

RECOMMENDATION:

The Planning Department recommends the Planning Commission adopt a Resolution entitled:

PC RESOLUTION NO. 2021-32

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A 3-YEAR EXTENSION OF TIME TO FEBRUARY 13, 2025 FOR THE APPROVED "VILLAGE @ MONTE VISTA" MIXED-USE PROJECT CONSISTING OF TENTATIVE TRACT MAP NO. 37476 AND PLOT PLAN/FSPOD NO. 18-0034 LOCATED ON THE SOUTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-140-008, 367-140-010 & 367-140-012), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES CHAPTER 15162

BACKGROUND / DESCRIPTION:

The Planning Commission reviewed the Village @ Monte Vista project on January 23, 2019 and recommended City Council approval of the proposed project. The City Council subsequently reviewed and approved the project at its February 13, 2019 meeting. The Council's approval consisted of the following actions:

1) Mitigated Negative Declaration (IS/MND) - The City Council adopted Resolution No. 2019-07 adopting a Mitigated Negative Declaration (SCH #2018101046) and Mitigation Monitoring and Reporting Program in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines.

2) Change of Zone (CZ) - The City Council adopted Ordinance No. 162 approving a change of zone from R-R (Rural Residential) to R-1 (One family Dwelling Zone) for the 21.18+/- acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96+/- acre business park.

3) Tentative Tract Map No. 37476 - The City Council adopted Resolution No. 2019-08 approving Tentative Tract Map No. 37476 (subject to conditions) to subdivide the 38.57+ acre site into 84 lots, including 80 lots for single family residential development and 4 lots for commercial/ business park development.

4) Plot Plan (PP) - The City Council adopted Resolution No. 2019-09 approving Plot Plan No. 18-0034 (subject to conditions as amended by Council) to develop a 136,600 square-foot business park on 8.96+/- acres, including related on-site/ off-site improvements.

5) Final Site Plan Of Development (FSPOD) - The City Council adopted Resolution No. 2019-10 approving Final Site Plan of Development No. 18-0034 to develop 80 single family residential dwelling units 28.86+/- acres, including related on-site/ off-site improvements.

In accordance with the adopted conditions of approval for Tentative Tract Map No. 37476 and Plot Plan/FSPOD No. 18-0034, the final map is to be recorded, and construction on the business park and residential tract homes begun before February 13, 2022 (3 years after Council approval). If not the whole project expires and becomes null and void.

The Applicant has indicated that they intend to begin construction early next year, but recordation of the tract map is many months away. Therefore, the Applicant is requesting an extension of time (#1 of 3) just to be safe. In accordance with Section 16.12.240.A and Section 17.216.070.B of the WMC, the Applicant is requesting a 3-year extension of time for the approved tentative tract map and plot plan to February 13, 2025. Staff supports the extension of time. Please refer to Attachment F for the Applicant's justification letter.

A copy of the February 13, 2019 City Council report packet is provided for Commission review. The environmental analysis, project description, analysis, findings and exhibits are provided in Attachments B – E. The focus of this report is on the proposed Extension of Time.

Project Location/Vicinity:

The project site encompasses approximately 38.57 acres and is located on the east side of Monte Vista Drive between Baxter Road and Bundy Canyon Road (APN: 367-140-008, 367-140-010 & 367-140-012) and just north of Cornerstone Church. Refer to the vicinity/location map below and on the following page.

Vicinity/Location Maps



DISCUSSION / ANALYSIS / FINDINGS:

CEQA Discussion:

In accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 – 21189.3, and the CEQA Guidelines, 14 CCR §§ 15000-15387, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) was adopted by the City Council upon recommendation from the Planning Commission on February 13, 2019 as part of its approval of Tentative Tract Map No. 37476 and Plot Plan No. 18-0034. A Notice of Determination (NOD) was filed with the Riverside County Clerk on February 18, 2019 within the prescribed time frame in accordance with CEQA.

CEQA Guideline 15162 provides that once a Mitigated Negative Declaration is adopted for a project, when a subsequent discretionary approval is required for the project, the lead agency may determine, based on substantial evidence, whether additional

environmental review of the project is warranted. More specifically, if one or more of the conditions stated in Guideline 15162(a) are present (discussed in more detail below), then the lead agency must prepare a subsequent MND for the project. If none of the conditions stated in Guideline 15162(a) are present, then the lead agency has the discretion to determine whether to require a lesser form of environmental review (such as an addendum) or no further documentation at all (Guideline 15162(b)).

Guideline 15162(a) requires a subsequent EIR or MND to be prepared if one or more of the following conditions exist:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the MND was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or MND;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or MND;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

CEQA Determination Findings:

The Planning Department has evaluated the above criteria and determined that there have been no significant changes in the project, no significant changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or significant environmental effects. Therefore, no conditions exist that might otherwise require a subsequent EIR, subsequent MND, subsequent Negative Declaration, or an Addendum pursuant to Title 14 California Code of

Regulations. Therefore, it can be concluded with certainty that no additional CEQA documentation is required, and staff recommends the Planning Commission hereby make the following findings:

1) *Substantial changes are not proposed in the project:*
   The Applicant is not proposing any technical or physical changes to Tentative Tract Map No. 37476 and Plot Plan No. 18-0034 as part of the proposed extension of time. Therefore, no major revisions of the previously adopted MND/MMRP are necessary because there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects, resulting from changes to the project.

2) *No Substantial Changes to the Project's Circumstances:*
   No substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previously adopted MND/MMRP due to the involvement of new significant environmental effects, or a substantial increase in the severity of previously identified significant effects. The proposed 3-year extension of time request being considered for Tentative Tract Map No. 37476 and Plot Plan No. 18-0034 does not include any request for technical or physical changes to the design, specifications, conditions or requirements for construction of the project covered by the approved tentative parcel map or plot plan. Further, the city has not been presented with any evidence that the physical setting of the project has substantially changed since the original MND/MMRP was adopted.

3) *No New Information of Substantial Importance:*
   This final element under CEQA Guideline 15162(a) requires a showing that there is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the original project approval. The City has not been made aware of any new information that was not known and could not have been known at the time the City Council originally certified the Mitigated Negative Declaration (MND) that evidences new or increased significant environmental effects or that new mitigation measures or mitigation measures previously found infeasible are available that would substantially decrease the project's environmental impacts.

Tentative Tract Map No. 37476 / Extension of Time Discussion:

The approval or denial of the extension of time for TTM No. 37476 is in the purview of the Planning Commission subject to specific findings. The Applicant has indicated the need for additional time to receive Council approval of the final tract map and record the map with the County recorder. In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved TTM No. 37476 has not been modified from Council's original approval, nor has the Applicant requested any changes with the request. Thus, it is staff's opinion that the 3-year extension of time is a reasonable request.

Section 16.12.240.C of the Subdivision Ordinance allows tentative tract maps up to six (6) years of time extensions provided the Applicant files an application and filing fee with the Planning Director prior to the expiration date. The Applicant filed the EOT application and paid the required fee on November 9, 2021 well in advance of the February 13, 2022 deadline. This request represents the first time extension for Tentative Tract Map No. 37476.

EOT Findings of Fact for Tentative Tract Map No. 37476:

Pursuant to Section 16.12.240.C of the Subdivision Ordinance, and in light of the record before it, including the staff report dated December 1, 2021 and all evidence and testimony heard at the public hearing for said extension of time for Tentative Tract Map No. 37476, the Planning Department recommends the Planning Commission hereby make the following findings:

Finding 1: The proposed extension of time for Tentative Tract Map No. 37476 is consistent with the City of Wildomar General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The proposed EOT for Tentative Tract Map No. 37476 remains consistent with the City's General Plan in that the approved subdivision of 38.57 gross acres into 80 lots for single family residential development and 4 lots for commercial/ business park development remains consistent with the existing land use designation of Medium Density Residential (MDR), Estate Density Residential (EDR) and Business Park (BP), respectively. The MDR land use designation is intended to provide for the development of single family detached residences at a density of 2 - 5 units/acre and with lot sizes that are a minimum of 7,200 square feet in size. The EDR land use designation is intended to provide for the development of single family detached residences at a density of 1 unit per 2 acres minimum.

The three (3) lots a under the existing EDR land use designation have an average lot size of 2.77 acres in size exceeding the minimum standards. The BP land use designation is intended for commercial, business park and industrial related uses that will provide jobs and sales tax revenue. Given the mix of uses proposed on these 4 lots, the subdivision map meets this intent. The site does not have a specific plan governing development of the area. Therefore, the proposed tentative tract map meets this finding. Lastly, the proposed mixed-use project also promotes the following land use policies:

LU 2.1 The approved project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The approved project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The approved project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The approved project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The approved project will provide a specific housing type, style and density that is accessible to and, meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The approved project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The approved project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The approved project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU23.1 The approved project will accommodate the development of a new hotel that will provide jobs and sales tax revenues for the general fund.

LU24.1 The approved project will accommodate the development of a new business park land uses that will provide jobs and sales tax revenues for the general fund.

LU24.8 The approved project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

H-1.1 The approved single family project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.

H-6.1 The approved single project will utilize energy conservation measures in that each enclosed garage space is conditioned to have an EV charging outlet for electric vehicles, and will be designed to meet Cal-Green Building code standards.

Considering these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Tentative Tract Map No. 37476 continues to be consistent with the general plan and meets this finding.

Finding 2: The proposed extension of time for Tentative Tract Map No. 37476 is consistent with the City of Wildomar Zoning Ordinance.

Evidence: The proposed EOT for Tentative Tract Map No. 37476 remains consistent with the approved zoning designation of R-1, R-R and I-P for the project area and remains in in conformance with the existing Medium Density Residential (MDR), Estate Density Residential (EDR) and Business Park (BP) general plan land use designation. Considering these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Tentative Tract Map No. 37476 continues to be consistent with the zoning ordinance and meets this finding.

Finding 3: The proposed extension of time for Tentative Tract Map No. 37476 does not adversely affect the general health, safety and welfare of the public.

Evidence: The proposed extension of time does not adversely affect the general health, safety and welfare of the public as the originally approved Tract Map remains in compliance with all the required design and development standards of zoning designation of R-3 for the project area. Further, all adopted mitigation measures for the project remain in full force and effect. As there have been no amendments to the MHDR land use designation or the current zoning designations since the project was approved, the original development standards of these zones remain the same. Further, the design of the Subdivision and Plot Plan remains in conformance with the City's General Plan, Subdivision Ordinance and Zoning Ordinance. The design and construction of all improvements related to the proposed project remain as originally conditioned which are intended to protect the general health, safety and welfare of the public. Considering these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Tentative Tract Map No. 37476 meets this finding.

Finding 4: The Applicant submitted the EOT application and required fees prior to the expiration of Tentative Tract Map No. 37476.

Evidence: The Applicant submitted the EOT application and paid the required fees on November 9, 2021 in advance of the February 13, 2022 expiration date. Given these facts, the proposed request for a 3-year extension of time to February 13, 2025 meets this finding.

Plot Plan/FSPOD No. 18-0034 / Extension of Time Discussion:

The approval or denial of the extension of time for Plot Plan No. 18-0034 and Final Site Plan of Development No. 18-0034 is in the purview of the Planning Commission subject to specific findings. The Applicant has indicated the need for additional time to develop the approved project. In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved plot plan has not been modified from Council's original approval, nor has the Applicant requested any changes with the request. Thus, it is staff's opinion that the 3-year extension of time is a reasonable request.

Section 17.216.070.B of the Zoning Ordinance allows plot plans up to six (6) years of time extensions provided the Applicant files an application and filing fee with the Planning Director prior to the expiration date. The Applicant filed the EOT application and paid the required fee on November 9, 2021 in advance of the February 13, 2022 deadline. This request represents the first time extension for Plot Plan No. 18-0034.

EOT Finding of Facts for Plot Plan/FSPOD No. 18-0034:

Pursuant to Chapter 17.216.070.C of the Zoning Ordinance, and in light of the record before it, including the staff report dated December 1, 2021 and all evidence and testimony heard at the public meeting for the extension of time for Plot Plan No. 18-0034, the Planning Department recommends the Planning Commission hereby make the following findings approving a 3-year extension of time for Plot Plan No. 18-0034:

Finding 1: The approved plot plan permit remains consistent with the adopted General Plan.

Evidence: The proposed EOT #1 for Plot Plan No. 18-0034 remains consistent with the City's General Plan in that the approved plot plan to develop the Nova Home Mixed Use project consisting of a 80-lot single family project and a 136,600 square-foot business park with related on-site/off-site improvements and amenities is consistent with the intent of the General Plan land use designation of Medium Density Residential (MDR), Estate Density Residential (EDR) and Business Park (BP) as these land use designations are intended to accommodate residential uses as well as business park uses. The approved site plan has been evaluated in accordance with these development standards and it has been determined that each standard has been met and/or exceeded as discussed within the staff report. In addition, the approved use also remains consistent with the following General Plan policies:

LU 2.1 The approved project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The approved project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The approved project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 22.1 The approved project will accommodate the development of single family detached dwellings in an area that is appropriately designated by the General Plan.

LU 22.4 The approved project will provide a specific housing type, style and density that is accessible to, and meets the needs, of a range of lifestyles, physical abilities and income levels.

LU 22.10 The approved project is designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.

LU23.6 The approved project will have proper mitigation measures to protect the neighboring residential areas from noise, light, fumes, odors, vehicular traffic, parking and operational hazards.

LU23.7 The approved project will be served by water and sewer along provided by EVMWD to meet the project demands.

H-1.1 The approved single family project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the 2013 Housing Element.

LU23.1 The approved project will accommodate the development of a new hotel that will provide jobs and sales tax revenues for the general fund.

LU24.1 The approved project will accommodate the development of a new business park land uses that will provide jobs and sales tax revenues for the general fund.

LU24.8 The approved project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

Given these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Plot Plan No. 18-0034 meets this finding.

Finding 2: The approved plot plan permit remains in conformance with the requirements of Title 17 (Zoning).

Evidence: The approved plot plan approved by the City Council remains consistent with applicable zoning districts and allowed uses. The plot plan was evaluated to determine compliance with the development standards required in the Wildomar Municipal Code. In review of the approved plot plan, it has been determined that it remains consistent with all applicable development standards in terms of setbacks, building height, lot area and lot coverage. Further, the plot plan remains consistent with the parking and landscape standards required in Chapter 17.188 and 17.276 of the Wildomar Municipal Code, respectively. Based on these facts, the project is consistent with the Zoning Ordinance. The Applicant is not proposing any changes or modifications to the approved plot plan; therefore, Given these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Plot Plan No. 18-0034 meets this finding.

Finding 3: The setting and local circumstances of the approved plot plan have not changed in such a way to make the previously approved plot plan incompatible or inappropriate with the surrounding area.

Evidence: The approved Plot Plan No. 18-0034 for the development of an 80-lot single family project and a 136,600 square-foot business park with related on-site/off-site improvements and amenities remains compatible and appropriate with the surrounding area. Based on the original plot plan findings, the approved project was designed to conform to a logical pattern of development as envisioned by the General Plan, and the project remains consistent with those findings. The adjacent properties have similar compatible land use designations that that have not changed. In addition, the construction of the project was conditioned to comply with all applicable City ordinances, codes, and standards including, including but not limited to, storm water runoff management and other drainage controls regulations which remain in full force and effect.

Further, the MND/MMRP adopted for Plot Plan No. 18-0034 analyzed all potential impacts related to the approved project and outlined mitigation measures which remain applicable to the project and remain as adopted conditions of approval. These mitigation measures will continue to ensure compliance with the current setting and circumstances that remain the same as when the project was originally approved. Since there are no changes proposed to the approved plot plan, the approved project remains consistent with the original approval. Given these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Plot Plan No. 18-0034 meets this finding.

Finding 4: The request and fee for the extension was filed prior to the expiration date of the approved plot plan permit.

Evidence: The Applicant submitted the EOT application and paid the required fees on November 9, 2021 in advance of the February 13, 2022 expiration date. Given these facts, the proposed request for a 3-year extension of time to February 13, 2025 for Plot Plan No. 18-0034 meets this finding.

PUBLIC NOTICING:

In accordance with Chapter 16.12 and Chapter 17.216.070 of the Wildomar Municipal Code, the Planning Department on November 17, 2021, mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the December 1, 2021 Planning Commission meeting. As this EOT request does not require a public hearing and is not a new development project, the provisions of Ordinance No. 135 requiring the posting of a “notice of public hearing sign board” on the project site does not apply.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

ATTACHMENTS

A. PC Resolution No. 2021-32
   Exhibit 1 – Updated/Adopted Conditions Matrix (TTM 37476)
   Exhibit 2 – Updated/Adopted Conditions Matrix (Plot Plan 18-0034/Business Park)
   Exhibit 3 - Updated/Adopted Conditions Matrix (FSPOD 18-0034/SFR Residential)
B. Original City Council report (dated 2/13/2017)
C. Adopted IS-MND Packet 2-13-19
D. Approved TTM No 37476 Exhibit 2-13-19
E. Approved Plot Plan-FSPOD Package 2-13-21
F. Applicant Justification Letter 9/4/21

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Subdivision Ordinance (Title 16)
- City of Wildomar Zoning Ordinance (Title 17)

ATTACHMENT C

INITIAL STUDY

The Village at Monte Vista Mixed-Use Project

(Planning Application No. 18-0034)

Lead Agency:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Prepared by:

Michael Baker International
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, CA 92124

October 2018

TABLE OF CONTENTS

I. INTRODUCTION AND PROJECT DESCRIPTION 1

II. EXECUTIVE SUMMARY 3

III. EXISTING CONDITIONS 19

IV. ENVIRONMENTAL CHECKLIST FORM 27

A. BACKGROUND 27

B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED 29

V. ENVIRONMENTAL ANALYSIS 30

1. AESTHETICS 30
2. AGRICULTURE AND FORESTRY RESOURCES 32
3. AIR QUALITY 33
4. BIOLOGICAL RESOURCES 40
5. CULTURAL RESOURCES 46
6. GEOLOGY AND SOILS 52
7. GREENHOUSE GAS EMISSIONS 57
8. HAZARDS AND HAZARDOUS MATERIALS 62
9. HYDROLOGY AND WATER QUALITY 66
10. LAND USE AND PLANNING 73
11. MINERAL RESOURCES 75
12. NOISE 76
13. POPULATION AND HOUSING 82
14. PUBLIC SERVICES 83
15. RECREATION 85
16. TRANSPORTATION/TRAFFIC 86
17. TRIBAL CULTURAL RESOURCES 97
18. UTILITIES AND SERVICE SYSTEMS 99

VI. MANDATORY FINDINGS OF SIGNIFICANCE 103

VII. REFERENCES 108

TABLES

Table 1 Residential Land Use Summary 1
Table 2 Business Park Land Use Summary 2
Table 3 Project Impact and Mitigation Summary 4
Table 3-1 Maximum Short-Term Construction Emissions (Pounds per Day) 35
Table 3-2 Localized Significance Summary – On-Site Construction Emissions (Pounds per Day) 37
Table 3-3 Operational Emissions (Pounds per Day) 37
Table 7-1 Project-Related Greenhouse Gas Emissions (Metric Tons per Year) 58
Table 7-2 Consistency with SCAG's Regional Transportation Plan/Sustainable Communities Strategy Goals 59
Table 8-1 Hazardous Materials Sites 64
Table 9-1 Receiving Waters for Urban Runoff from Proposed Project – Santa Margarita Watershed 69
Table 12-1 Typical Construction Equipment Noise Levels 77
Table 12-2 Change in Existing Noise Levels along Roadways as a Result of the Project (CNEL) 80
Table 16-1 Level of Service Thresholds for Unsignalized and Signalized Intersections 89
Table 16-2 Study Area Intersections 89
Table 16-3 Study Area Roadway Segments 90

FIGURES

Figure 1 Vicinity Map 20
Figure 2 Project Location 21
Figure 3 Tentative Tract Map 22
Figure 4 Commercial Component Detail 23
Figure 5 Existing Zoning 24
Figure 6 Proposed Zoning 25
Figure 7 General Plan Land Use 26

APPENDICES

1. **Appendix 1.0** – Village at Monte Vista Air Quality, Global Climate Change, and Health Risk Assessment Impact Analysis, Kunzman Associates, Inc. (September 2018)
2. **Appendix 2.0** – Jurisdictional Waters Delineation, RCA Associates, Inc. (December 2017)
3. **Appendix 3.0** – Habitat Assessment and MSHCP Consistency Analysis, RCA Associates, Inc. (April 2018)
4. **Appendix 4.0** – Paleontological Resources Assessment Report, CRM Tech (March 2018)
5. **Appendix 5.0** – Due Diligence Feasibility Study Report of Soils and Foundation Evaluations, Soils Southwest, Inc. (January 2018)
6. **Appendix 6.0** – Supplemental Response Regarding Landslide, Soils Southwest, Inc. (July 2018)
7. **Appendix 7.0** – Phase I Environmental Site Assessment, Soils Southwest, Inc. (February 2018)
8. **Appendix 8.0** – Tentative Hydrology Study for Tentative Tract 37476, REN Civil Engineering (May 2018)
9. **Appendix 9.0** – Project Specific Water Quality Management Plan, REN Civil Engineering (January 2018)
10. **Appendix 10.0** – Noise Impact Analysis, Kunzman Associates, Inc. (April 2018)
11. **Appendix 11.0** – Traffic Impact Analysis, Kunzman Associates, Inc. (June 2018)

Note to Reader: To save natural resources, the appendices are contained on a CD-ROM included with the printed copy of this Initial Study. The appendices are also available on the Environmental Documents Center of the City of Wildomar Planning Department website (http://www.cityofwildomar.org/cms/One.aspx?portalId=9894827&pageId=10911316). Printed copies of the appendices are also available as part of the project file and can be reviewed at the following location:

City of Wildomar, Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Hours: Monday–Thursday, 8 a.m. – 5 p.m. (closed Fridays)

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I. INTRODUCTION AND PROJECT DESCRIPTION

Purpose and Project Overview

This Initial Study evaluates the following development applications:

- **Change of Zone (CZ):** The project requires approval of a Change of Zone to change the zoning map from the existing zoning of R-R (Rural Residential) to R-1 (One-Family Dwellings) for the 15.43-acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96-acre business park area to accommodate the project (see **Figure 5** and **Figure 6**).
- **Tentative Tract Map (TTM No. 37476):** The project requires the subdivision of 38.57 gross acres into 84 lots total (80 lots for single-family residential and 4 lots for commercial/business park development) (see **Figure 3**).
- **Final Site Plan of Development (FSPOD):** The project requires approval of a final site plan of development (plot plan) for the proposed 80-unit single-family residential development on 23.33 acres, including related on-/off-site improvements.
- **Plot Plan (PP):** The project requires approval of a plot plan for the commercial/business park development totaling 133,600 square feet on 8.96 acres, including related on-/off-site improvements (see **Figure 4**).

The purpose of this Initial Study is to evaluate the potential environmental effects associated with construction and occupancy of the planned development project and to provide mitigation where necessary to avoid, minimize, or lessen environmental effects.

Project Location

The project site is located at 34400 Monte Vista Drive, immediately east of Interstate 15 between Bundy Canyon Road to the north and Baxter Road to the south. The regional and local vicinity of the project site are shown in **Figure 1** and **Figure 2**. The Assessor's Parcel Numbers (APN) for the project site are 367-140-008, -010, and -012.

Project Description

The proposed development project consists of the physical development of 80 detached single-family residential dwelling units with lot sizes ranging from 0.18 acres to 3.38 acres, on-site and off-site infrastructure, and a water detention basin on APN 367-140-008 and the east half of APN 367-140-010. The components of the residential development portion of the project are summarized in **Table 1**.

Table 1
Residential Land Use Summary

Land Use	Total Number of Lots	Area
Residential (lot sizes ranging from 0.18 acres to 0.24 acres)	77	±15.43 acres
Estate Residential (lot sizes ranging from 2.41 acres to 3.38 acres)	3	±7.90 acres
Total	**80**	**23.33 acres**

There are three water detention basins approximately 0.67 acres in size and one landscape lot approximately 0.09 acres in size that are proposed. For more information about the water detention basins, see subsection 9, Hydrology and Water Quality, of this document. The western portion of the project site includes the physical development of 4 buildings, including a four-story hotel on APNs 367-140-010 and 367-140-012. The components of the business park portion of the project is summarized in **Table 2**.

Table 2
Business Park Land Use Summary

Land Use	Square Footage	Lot Acres
Building 1 (Office/Warehouse)	41,500	3.92
Building 2 (Hotel)	76,000	3.43
Building 3 (General Office)	10,600	1.09
Building 4 (General Office)	5,500	0.70
Total	**133,600**	**Gross: 9.14/ Net: 8.96**

Site Development

It is anticipated that the entire site would be graded to accommodate the proposed development. Initial estimates indicate that grading activities will result in 512,000 cubic yards of cut and 584,000 cubic yards of fill, necessitating the import of 72,000 cubic yards of fill material. To accommodate the required fill, approximately 116,000 cubic yards of fill material would be imported from the adjacent construction site to the north (there is anticipated to be "shrinkage" of the imported material amounting to approximately 44,000 cubic yards, thus the need for 116,000 cubic yards of the imported material rather than 72,000).

Roadway Access

Site access would be via the proposed street north of the proposed Monte Vista Business Park that is being shared with the development just north of the site.

Water

The proposed project would receive potable water from the Elsinore Valley Municipal Water District (EVMWD). Existing water lines run along Monte Vista Drive and would be extended approximately 925 linear feet to accommodate the proposed project.

Sewer

The proposed project would receive wastewater service from the EVMWD. Connection to the EVMWD wastewater system would occur via a 8-inch PVC pipe at Monte Vista Drive adjacent to the project site.

Construction Phasing

If approvals are granted, construction of the proposed project is expected to begin in Fall of 2019. The entire site will be mass graded, followed by construction of the residential component, followed by construction of the business park component. The residential component is anticipated to be operational by January 2021, and the business park component is anticipated to be completed by the end of 2021.

Very High Fire Hazard Severity Zone

The project could expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. Appropriate mitigation measures have been proposed to mitigate these potential impacts (see Executive Summary below).

II. EXECUTIVE SUMMARY

Through analysis provided in this MND, it was determined that the proposed project has the potential to result in significant environmental impacts with regard to biological resources, cultural and paleontological resources, geology and soils, hazards and hazardous materials, noise, and tribal cultural resources. Mitigation measures are identified that would reduce all impacts to less than significant levels. **Table 3** presents an at-a-glance summary of the identified significant impact issue areas and required mitigation measures.

Table 3
Project Impact and Mitigation Summary

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
Biological Resources			
The project could result in a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service.	Potentially significant	**BIO-1** Vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities that may directly (e.g., grading) or indirectly (e.g., noise) affect protected nesting avian species shall be timed to avoid the typical avian nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors). If such activities are scheduled to occur during the nesting season, a qualified biologist shall conduct a preconstruction survey for nesting raptors and other protected avian species within 500 feet of proposed disturbance activities. The preconstruction survey shall be conducted no more than 14 days prior to the start of vegetation clearing/grubbing. As determined necessary by the biologist, surveys for nesting birds may be required to continue during grading/construction to address the potential for new arrivals and unique species' breeding seasons. The necessity and timing of these continued surveys shall be determined by the biologist in coordination with the City, the Western Riverside County Regional Conservation Authority, and participating wildlife agencies as needed. If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the City, the Western Riverside County Regional	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		Conservation Authority, and participating wildlife agencies, and an appropriate no-disturbance buffer shall be imposed (to be determined by the biologist) within which no vegetation clearing/grubbing, ground disturbance, and construction activities shall take place (generally 500 feet in all directions for raptors; other avian species may have species-specific requirements) until the young have fledged and are no longer reliant upon the nest or parental care for survival, as determined by the biologist. Timing/Implementation: No more than 14 days prior to any vegetation removal or ground-disturbing activities Enforcement/Monitoring: City of Wildomar Planning Department **BIO-2** Due to the presence of potentially suitable habitat on the project site and in adjacent off-site areas, a 30-day preconstruction survey for burrowing owl is required pursuant to the MSHCP. If burrowing owls are determined present during the 30-day preconstruction survey, occupied burrows shall be avoided to the greatest extent feasible, following the guidelines in the Staff Report on Burrowing Owl Mitigation published by California Department of Fish and Wildlife (2012) including, but not limited to, conducting preconstruction surveys, avoiding occupied burrows during the nesting and non-breeding seasons, implementing a worker awareness program, biological monitoring, establishing avoidance buffers, and flagging burrows for avoidance	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		with visible markers. If occupied burrows cannot be avoided, acceptable methods may be used to exclude burrowing owl either temporarily or permanently, pursuant to a Burrowing Owl Exclusion Plan that shall be prepared and implemented to the approval of the City and the Western Riverside County Regional Conservation Authority. Timing/Implementation: No more than 14 days prior to any vegetation removal or ground-disturbing activities Enforcement/Monitoring: City of Wildomar Planning Department **BIO-3** The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status wildlife species: Prior to vegetation clearing/grubbing, a biological monitor shall conduct a preconstruction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and to review project boundaries. Prior to vegetation clearing/grubbing, a biological monitor shall inspect the limits of protective fencing along the work limits adjacent to on/off-site habitats to remain.	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are returned to pre-project contours using a local native plant hydroseed mix. Timing/Implementation: Prior to any vegetation removal or ground-disturbing activities Enforcement/Monitoring: City of Wildomar Planning Department	
The project could conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	Potentially significant	**BIO-1**, **BIO-2**, and **BIO-3**	Less than significant
Cultural and Paleontological Resources			
The project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	Potentially significant	**CUL-1** To address the possibility that historical, archaeological, and/or tribal cultural resources (collectively referred to as "cultural resources" in these mitigation measures) may be encountered during grading or construction, a qualified professional archaeologist shall monitor all construction activities that could potentially impact cultural resources (e.g., grading, excavation, and/or trenching). The Pechanga Band of Luiseño Indians may assign individuals to monitor all grading, excavation, and groundbreaking activities as well, and the tribal monitors shall be allowed on-site during any construction activities that could potentially impact cultural resources. However, monitoring may be discontinued as soon the qualified professional and	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		the appropriate tribe(s) are satisfied that construction will not disturb cultural resources. Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Planning Department and Building and Safety Department **CUL-2** At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the tribe(s) that intend to assign tribal monitors pursuant to mitigation measure CUL-1. The archaeologist and the tribal monitor(s) will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any cultural resources discovered on the project site. Timing/Implementation: Thirty days prior to any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department **CUL-3** At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project applicant shall contact the Pechanga Band of Luiseño Indians with notification of the proposed grading and shall enter into a Tribal Cultural Resources Treatment and Monitoring Agreement with the tribe. The agreements shall include, but not be limited to, outlining provisions and requirements for addressing	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		the handling of tribal cultural resources; project grading and development scheduling; terms of compensation for tribal monitors; treatment and final disposition of any tribal cultural resources, including but not limited to sacred sites, burial goods, and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities. The terms of the agreements shall not conflict with any of these mitigation measures. A copy of the signed agreement shall be provided to the Planning Director and the Building Official prior to the issuance of the first grading permit Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department **CUL-4** If during grading or construction activities, cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by the archaeologist and the tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the archaeologist. The report shall include a list of the resources discovered; documentation of each site/locality; interpretation of the resources identified; a determination of whether the resources are historical resources, unique or non-unique archeological resources, and/or tribal cultural	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		resources; and the method of preservation and/or recovery for the identified resources. If the archaeologist, in consultation with the tribes, determines the cultural resources to be either historic resources or unique archaeological resources, avoidance and/or mitigation will be required pursuant to and consistent with CEQA Guidelines Section 15064.5(c) and Public Resources Code Section 21083.2. Further ground disturbance shall not resume within the area of the discovery until the City, project applicant, project archaeologist, and consulting tribe(s) reach an agreement regarding the appropriate treatment of the cultural resources, which may include avoidance or appropriate mitigation. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological and cultural resources. Work may continue outside of the buffer area and will be monitored by additional tribal monitors, if needed as determined by the project archaeologist and the consulting tribe(s). Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department **CUL-5** In the event that cultural resources are discovered during the course of grading (inadvertent discoveries), the following shall be carried out for final disposition of the discoveries:	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		a) The landowner(s) shall agree to relinquish ownership of all recovered tribal cultural resources to the consulting tribe(s), including sacred items and all artifacts as part of the required treatment for impacts to cultural resources. b) One or more of the following treatment, in order of preference below, with (i) being the preferred treatment and (ii) being the secondary preferred treatment, shall be employed with the agreement of all Parties. Evidence of such agreement shall be provided to the City: i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in place they were found with no development affecting the integrity of the resources. ii. On-site relocation to a preservation area shall be accomplished as requested by the consulting tribe(s). The preservation area location shall be governed by measures and provisions to protect the preservation area from any future impacts in perpetuity. Relocation shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of the consulting tribe(s). Only if (i) and (ii) above cannot be employed, curation shall be arranged with an appropriate qualified	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		repository that meets federal standards per 36 CFR Part 79. The cultural resources would be professionally curated and made available to other archeologists/researchers/tribal govern-ments for further research and culturally appropriate use. The collections and associated records shall be transferred to a curation facility meeting the above federal standards to be accompanied by a curation agreement, and payment of any fees necessary for permanent curation. Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department	
The project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	Potentially significant	**CUL-6** Construction personnel involved in excavation and grading activities shall be informed of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. A professional meeting the Society of Vertebrate Paleontology's standards shall provide the preconstruction training. The City shall ensure the grading plan notes include specific reference to the potential discovery of fossils. If potentially unique paleontological resources (fossils) are inadvertently discovered during project construction, work shall be halted immediately within 50 feet of the discovery, the City shall be notified, and a professional paleontologist shall be retained to determine the significance of the discovery. The paleontologist shall establish procedures for paleontological resource surveillance throughout	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		project construction and shall establish, in cooperation with the project applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. Excavated finds shall be offered to a State-designated repository such as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department	
The project could disturb human remains, including those interred outside of dedicated cemeteries.	Potentially significant	**CUL-7** If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. Subsequently, the Native American Heritage Commission shall identify the most likely descendant and notify them of discovery. The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		the remains as provided in Public Resources Code Section 5097.98. Timing/Implementation: During any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Engineering Department and Planning Department	
Geology and Soils			
The project could expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault or strong seismic ground shaking.	Potentially significant	**GEO-1** The project applicant shall incorporate the recommendations of the preliminary geotechnical/geological engineering study prepared by Soils Southwest (2018a; **Appendix 5.0**) into project plans related to the proposed project. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Code. A licensed professional engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist. All plans will be subject to the approval of the City Engineer. Timing/Implementation: Prior to any ground-disturbing construction activities Enforcement/Monitoring: City of Wildomar Planning Department and Building and Safety Department	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
The project could result in substantial erosion or the loss of topsoil.	Potentially significant	**GEO-1**	Less than significant
The project could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.	Potentially significant	**GEO-1**	Less than Significant
Hazards and Hazardous Materials			
The project could expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	Potentially significant	**HAZ-1** Prior to the issuance of building permits, the project applicant shall demonstrate, to the satisfaction of the City Building Official and the Riverside County Fire Chief, compliance with the 2016 California Building Code or the most recent edition of the 2016 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including those regulations pertaining to materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code and California Residential Code (or most recent edition); specifically California Building Code Chapter 7A; California Residential Code Section R327; California Residential Code Section R337; California Referenced Standards Code Chapter 12-7A; and California Fire Code Chapter 49. Timing/Implementation: Prior to issuance of building permits Enforcement/Monitoring: City of Wildomar Building Department and Riverside County Fire Department	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		HAZ-2 Prior to the issuance of a certificate of occupancy, the applicant shall demonstrate, to the satisfaction of the City Building Official and the County Fire Chief, compliance with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182. Timing/Implementation: Prior to issuance of certificate of occupancy Enforcement/Monitoring: City of Wildomar Building Department and Riverside County Fire Department	
Noise			
The project could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance.	Potentially significant	**NOI-1** Construction Noise Impacts. In addition to adherence to the City of Wildomar's policies found in the Noise Element and Municipal Code limiting the construction hours of operation, the following measures shall be implemented to reduce construction noise and vibrations, emanating from the proposed project: 1. During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. 2. The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receptors nearest the project site. 3. Equipment shall be shut off and not left to idle when not in use.	

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
		4. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction. 5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources shall be shielded, and noise shall be directed away from sensitive receptors. 6. The contractor shall limit the use of heavy equipment or vibratory rollers and soil compressors within 25 feet of existing structures to the greatest degree possible. Timing/Implementation: During construction phase or any ground-breaking activity Enforcement/Monitoring: City of Wildomar Planning and Public Works Departments	
The project could result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	Potentially significant	**NOI-1**	Less than significant

Impact	Level of Significance without Mitigation	Mitigation Measure	Resulting Level of Significance
Traffic and Transportation			
The project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.	Potentially significant	**TRA-1 Traffic Signal.** The project applicant shall install a traffic signal at Monte Vista Drive / Project North Access -#6 (on "New" Street). The applicant shall also ensure that, at project buildout, all traffic signals within the study area function as a coordinated system. Timing/Implementation: Prior to Occupancy Enforcement/Monitoring: City of Wildomar Planning Department and Public Works Department	Less than significant
Tribal Cultural Resources			
The project could impact tribal cultural resources that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).	Potentially significant	**CUL-1** through **CUL-5** and **CUL-7**	Less than significant
The project could impact tribal cultural resources determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.	Potentially significant	**CUL-1** through **CUL-5** and **CUL-7**	Less than significant

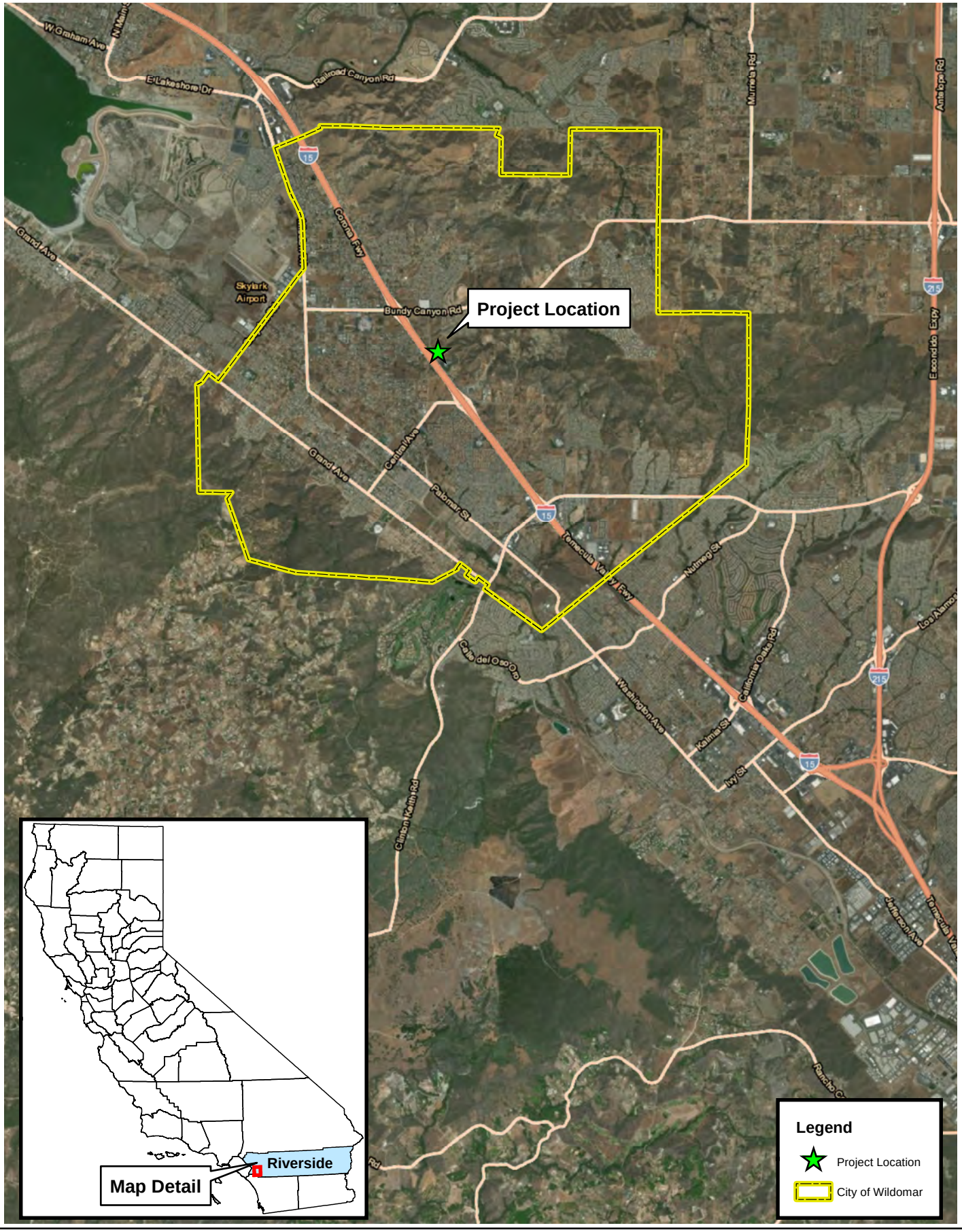
III. EXISTING CONDITIONS

Physical Setting

The project site is located in an area of Wildomar that has been developed or disturbed over the last few decades. The western portion of the project site is relatively flat with an elevation of about 1,400 feet, whereas the eastern portion consists of rolling hills with the elevation increasing to approximately 1,550 feet. The project slopes primarily from east to west. A single-family dwelling unit was present on the site in the past based on historical aerial photos; however, the structure has been removed and there are no signs of the foundation (RCA Associates 2017). The project site has various dirt roads and drainages across the property, and a leveled pad where vegetation has been removed marks the former location of the removed structure.

Regulatory Setting

The City of Wildomar General Plan land use designations for the project site are Business Park (BP), Estate Residential (EDR-RC), and Medium Density Residential (MDR). The Business Park land use allows for the development of employee-intensive uses, including research and development, technology centers, corporate and support office uses, "clean" industry, and supporting retail uses. The Estate Residential land use designation provides for the development of detached single family residential dwelling units and ancillary structures on large parcels. The density range is from 1 dwelling unit per 2 acres to 1 dwelling unit per 5 acres. The Medium Density Residential land use allows for the development of conventional single-family detached houses and suburban subdivisions. The density range is 2 to 5 dwelling units per acre, which allows for a lot size that is typically 7,200 square feet or larger. The planned residential project proposes single-family residential development at a density of 2.77 dwelling units per gross acre. The General Plan land use designations of the properties surrounding and immediately adjacent to the project site are Business Park (BP) and Medium Density Residential (MDR) to the north, Estate Residential (EDR-RC) to the east, Commercial Retail (CR), Business Park (BP) and Interstate 15 to the west, and Business Park (BP) to the south (see **Figure 7**).



Michael Baker INTERNATIONAL

Source: ESRI
163381Figures.indd

0 1 2 Miles

The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

REGIONAL AND LOCAL VICINITY MAP

Figur



Michael Baker INTERNATIONAL

Source: 3381Figures.indd

N

Not to Scale

Project Location

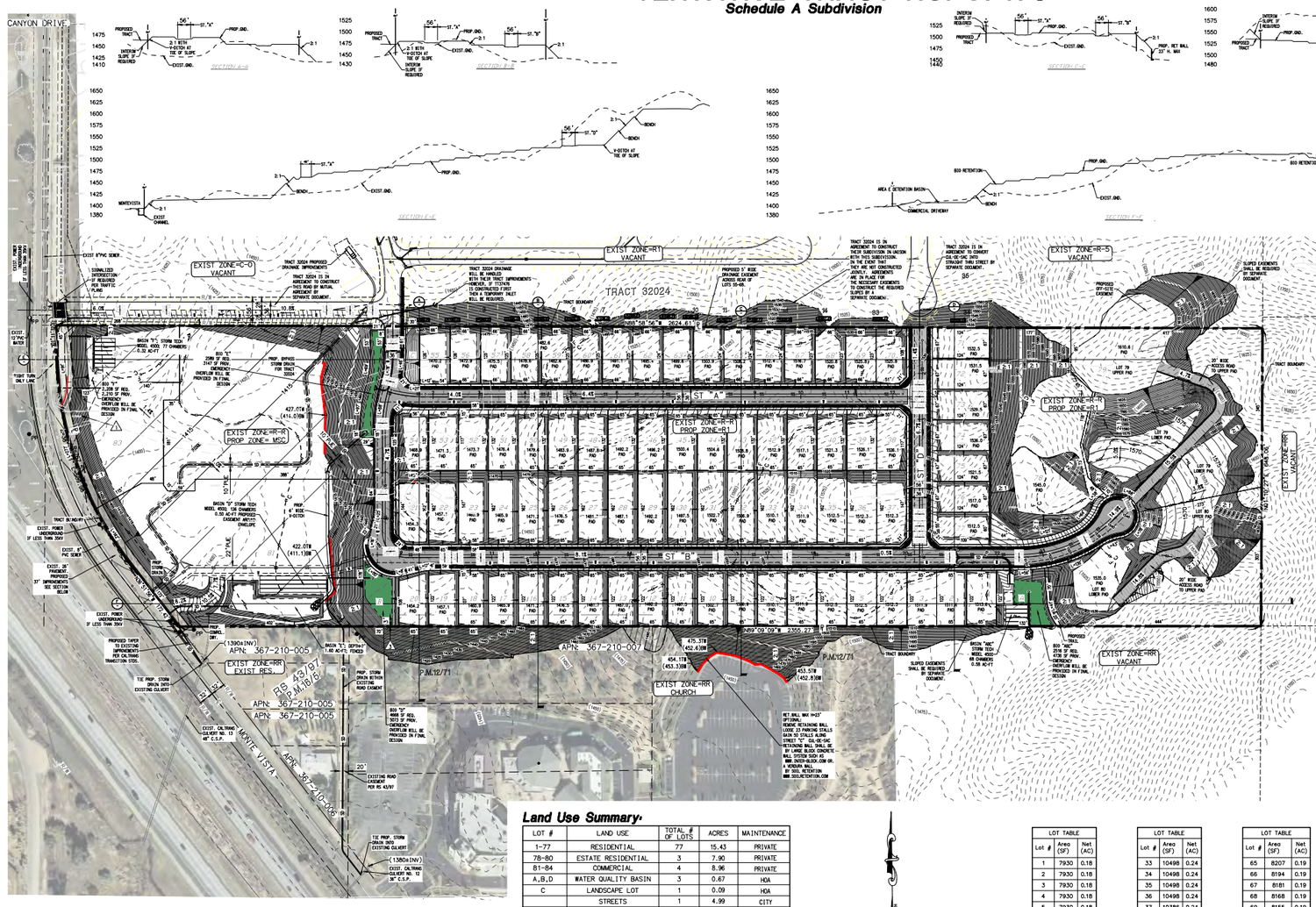
The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

PROJECT LOCATION

Figure 2

TENTATIVE TRACT NO. 37476

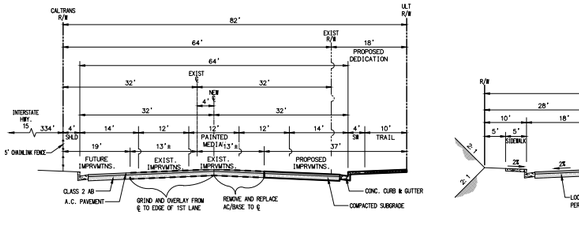
Schedule A Subdivision



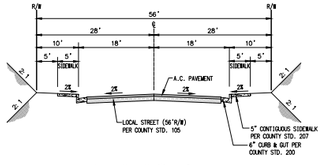
Land Use Summary:

LOT #	LAND USE	TOTAL # OF LOTS	ACRES	MAINTENANCE
1-77	RESIDENTIAL	77	15.43	PRIVATE
78-80	ESTATE RESIDENTIAL	3	7.90	PRIVATE
81-84	COMMERCIAL	4	8.96	PRIVATE
A,B,D	WATER QUALITY BASIN	3	0.67	HOA
C	LANDSCAPE LOT	1	0.09	HOA
	STREETS	1	4.99	CITY
	COMMERCIAL DET. BASINS	2	N/A	HOA
	TOTALS		38.04 NET	

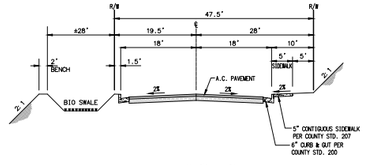
80 40 0 80 160 240



Monte Vista Drive (ULT.)
MODIFIED STD.109
NOT TO SCALE
CROSS-SECTION SOUTHERLY OF SITE FOR CORNERSTONE CHURCH PUP



Typical Section
STREETS "A","B",& "D"
LOCAL STREET PER CITY STD. 105
PUBLIC
NOT TO SCALE
TI = 5.5



Typical Section
B STREET / LOTS 81 & 82
LOCAL STREET PER MODIFIED CITY STD. 105
PUBLIC
NOT TO SCALE
TI = 5.5

LOT TABLE		
Lot #	Area (SF)	Net (AC)
1	7930	0.18
2	7930	0.18
3	7930	0.18
4	7930	0.18
5	7930	0.18
6	7930	0.18
7	7930	0.18
8	7930	0.18
9	7930	0.18
10	7930	0.18
11	7930	0.18
12	7930	0.18
13	7930	0.18
14	7930	0.18
15	7930	0.18
16	7930	0.18
17	7930	0.18
18	7876	0.18
19	7930	0.18
20	7507	0.17
21	10350	0.24
22	10498	0.24
23	10444	0.24
24	10498	0.24
25	10498	0.24
26	10498	0.24
27	10498	0.24
28	10498	0.24
29	10498	0.24
30	10498	0.24
31	10498	0.24
32	10498	0.24

LOT TABLE		
Lot #	Area (SF)	Net (AC)
33	10498	0.24
34	10498	0.24
35	10498	0.24
36	10498	0.24
37	10386	0.24
38	8468	0.19
39	8580	0.20
40	8580	0.20
41	8580	0.20
42	8580	0.20
43	8580	0.20
44	8580	0.20
45	8580	0.20
46	8580	0.20
47	8580	0.20
48	8580	0.20
49	8580	0.20
50	8580	0.20
51	8580	0.20
52	8526	0.20
53	8580	0.20
54	8550	0.20
55	8336	0.19
56	8324	0.19
57	8311	0.19
58	8298	0.19
59	8285	0.19
60	8272	0.19
61	8259	0.19
62	8246	0.19
63	8233	0.19
64	8220	0.19

LOT TABLE			
Lot #	Area (SF)	Net (AC)	
65	8207	0.19	
66	8194	0.19	
67	8181	0.19	
68	8168	0.19	
69	8155	0.19	
70	8029	0.18	
71	8316	0.19	
72	8339	0.19	
73	8339	0.19	
74	8339	0.19	
75	8339	0.19	
76	8339	0.19	
77	8596	0.20	GROSS
ESTATE LOTS 78	92656	2.13	2.41
ESTATE LOTS 79	144901	3.33	3.38
ESTATE LOTS 80	106494	2.44	2.54
COMMERCIAL LOTS 81	161846	3.72	3.92
COMMERCIAL LOTS 82	144615	3.32	3.43
COMMERCIAL LOTS 83	49098	1.13	1.09
COMMERCIAL LOTS 84	34621	0.79	0.70

LETTERED LOT TABLE	
Lettered Lot #	Area
"A"	13779
"B"	8612
"C"	3787
"D"	6985

AVERAGE LOT SIZE (1-77) =8,620 SF

Owner
FRONT PROPERTY, LLC AND CORNERSTONE COMMUNITY CHURCH

1232 VILLAGE WAY
SANTA ANA, CA 92705
(714) 423-5156
IVANO STAMENNA

Applicant
NOVA HOMES
1232 VILLAGE WAY
SANTA ANA, CA 92705
(714) 423-5156
IVANO STAMENNA

Engineer
RENCIVIL
25631 "B" ADDISON ST
MURRIETA, CA 92562
951.696.9902
RUDY NUNEZ X202
RUDY@RENCIVIL.COM

Earthwork
CUT 512,000 CY
FILL 584,000 CY

OVER-EX AND SHRINKAGE 44,000 CY
IMPORT 116,000 CY FROM ADJACENT TRACT 32024

Legal Description
PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. PA 12-0013 AS RECORDED IN INSTRUMENT NUMBER 2012-0240570 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

Topography
FLOOD CONTROL
TOPOGRAPHY

Site Info.
APN 367-140-008,010,012

38.57 AC GROSS 38.04 AC NET

T6S R4W SEC 26

ZONING:RURAL RESIDENTIAL

Flood Info.
NOT WITHIN A MAPPED FEMA FLOOD ZONE AND LAND IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD.

Utilities
WATER & SEWER:
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 CHANEY STREET
LAKE ELSINORE, CA 92531
(951) 674-3146

ELECTRIC:
SOUTHERN CALIFORNIA EDISON COMPANY
26100 MENIFEE ROAD
ROMOLAND, CA 92380
(909) 943-8252

TELEPHONE:
VERIZON
110 EAST 3RD STREET
PERRIS, CA 92570
(909) 657-1388

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
(951) 369-4582

LAKE ELSINORE UNIFIED SCHOOL DISTRICT
(951) 253-7000

Note:
THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDED.

Thomas Guide
PAGE: 897 GRID: C4 & C5
PAGE: 897 GRID: D4 & D5

Preparation Date
8-4-18

Tentative Tract Notes
1. NOT WITHIN A SPECIFIC PLAN
2. LAND IS NOT SUBJECT TO LIQUEFACTION
3. SITE IS VACANT
4. SITE WQMP CONSIST OF BIO RETENTION WITH DETENTION BASINS FOR HYDROMODIFICTION.
5. V-DITCHES TO BE PROVIDE AT TOP OF ALL MANUFACTURED SLOPES.
6. A PROPOSED RECIPROCAL EASEMENT FOR INGRESS, EGRESS, PASSAGE, DRAINAGE, WATER QUALITY MAINTENANCE AND DELIVERY AFFECTS LOTS 81-84 AND WILL BE BLANKET IN NATURE
7. ALL PROPOSED WATER AND SEWER IS PUBLIC.

Basis of Bearings
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS 2-10438, AND 2-10426, AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE.

BENCH MARK
RIVERSIDE COUNTY BENCHMARK E-7-70: DESCRIBED AS: 2ND B MON ELSINORE 352FT N OF THE INT OF ORANGE STREET AND WALNUT STREET, DATE: 1970-01-01.

ELEVATION = 1345.285 NGVD29 – THIS PROJECT HAS BEEN CONVERTED TO NAVD88 WITH AN ELEVATION = 1347.733

PROJECT: MONTE VISTA AERIAL / BNDY

WE USED CALIFORNIA STATE PLANE GRID VALUES PROVIDED BY RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR THIS PROJECT.
WE HELD THE GRID BEARING OF N. 0-15-13 E. BETWEEN POINTS 2-10438 AND 2-10426 AS THE BASIS OF BEARINGS.
WE REDUCED THE GRID VALUES TO GROUND BY APPLYING THE COMBINATION FACTOR OF 0.99996083483 TO ALL THE VALUES, HOLDING RCFC POINT Z 10438 AS THE POINT OF ORIGIN.
WE HELD RIVERSIDE COUNTY BENCH MARK E-7-70 ELEVATION = 1347.733 (NAVD 88).

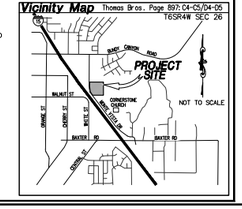
Z-10438
N 2167858.06
E 6249451.47

Z-10426
N 2162663.51
E 6249427.98

EASEMENT NOTES:
1. INDICATES AN EASEMENT FOR DRAINAGE PURPOSES, RECORDED FEBRUARY 13, 1979 IN OR 29240 AS SHOWN ON CALTRANS RIGHT OF WAY MAP NUMBER 400094
2. INDICATES AND EASEMENT FOR PIPE LINES AND POLE LINES AND INCIDENTAL PURPOSES, RECORDED JULY 16, 1918 IN BOOK 489 OF DEEDS, PAGE 165. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION
3. INDICATES AND EASEMENT FOR INGRESS AND EGRESS RECORDED MAY 5, 2000 AS INSTRUMENT 2000-177156 IN FAVOR OF CHRISTIAN EVANGELISTIC ASSEMBLIES OF CALIFORNIA, INC. (TO BE VACATED WITH FINAL MAP)

Sight Distance Note
SIGHT DISTANCE FOR THE PROPOSED SIGNALIZED INTERSECTION AND THE PROPOSED COMMERCIAL DRIVEWAY BOTH EXCEED 500. THIS EXCEEDS THE REQUIREMENTS OF STANDARD 821 "INTERSECTION SIGHT DISTANCE" STANDARD.

Vicinity Map
Thomas Bros. Page 897: C4-C5/D4-D5
T6SR4W SEC 26



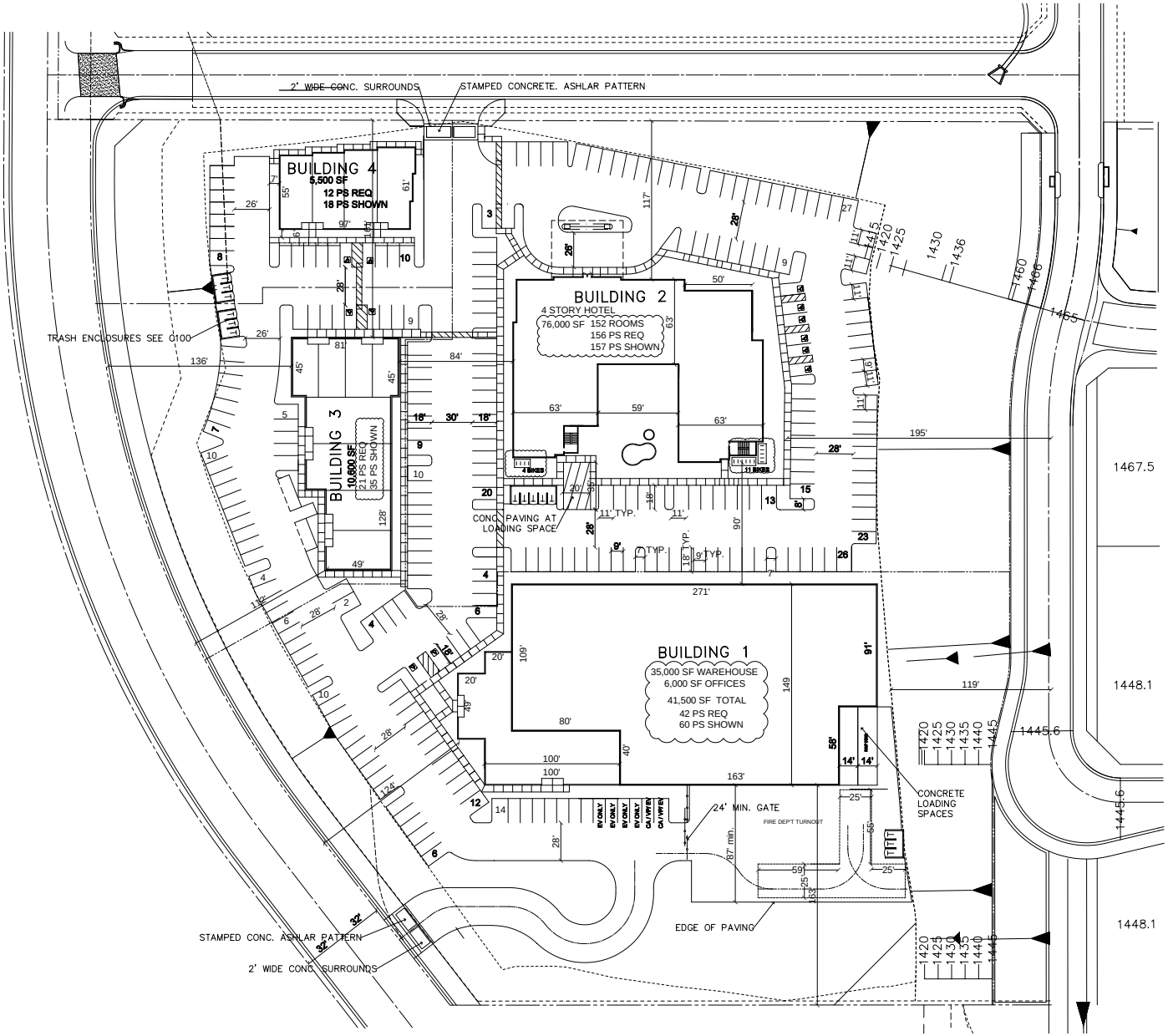
City of Wildomar
APPROVED BY
CITY ENGINEER
DATE

Tentative Tract No. 37476
Monte Vista
HORIZ. SCALE: AS NOTED VERT. SCALE: AS NOTED
ACCOUNT NO.
SHEET 1 OF 1
U.N.

MARK	REVISIONS	APPR. DATE
DESIGNED BY	DRAWN BY	CHECKED BY

8/9/18

RENCivil
25631 "B" ADDISON ST. MURRIETA, CA 92562
951.696.9902 FAX



NORTH

PLOT PLAN

0 10 20 40 60

LEGEND

PROPERTY LINE

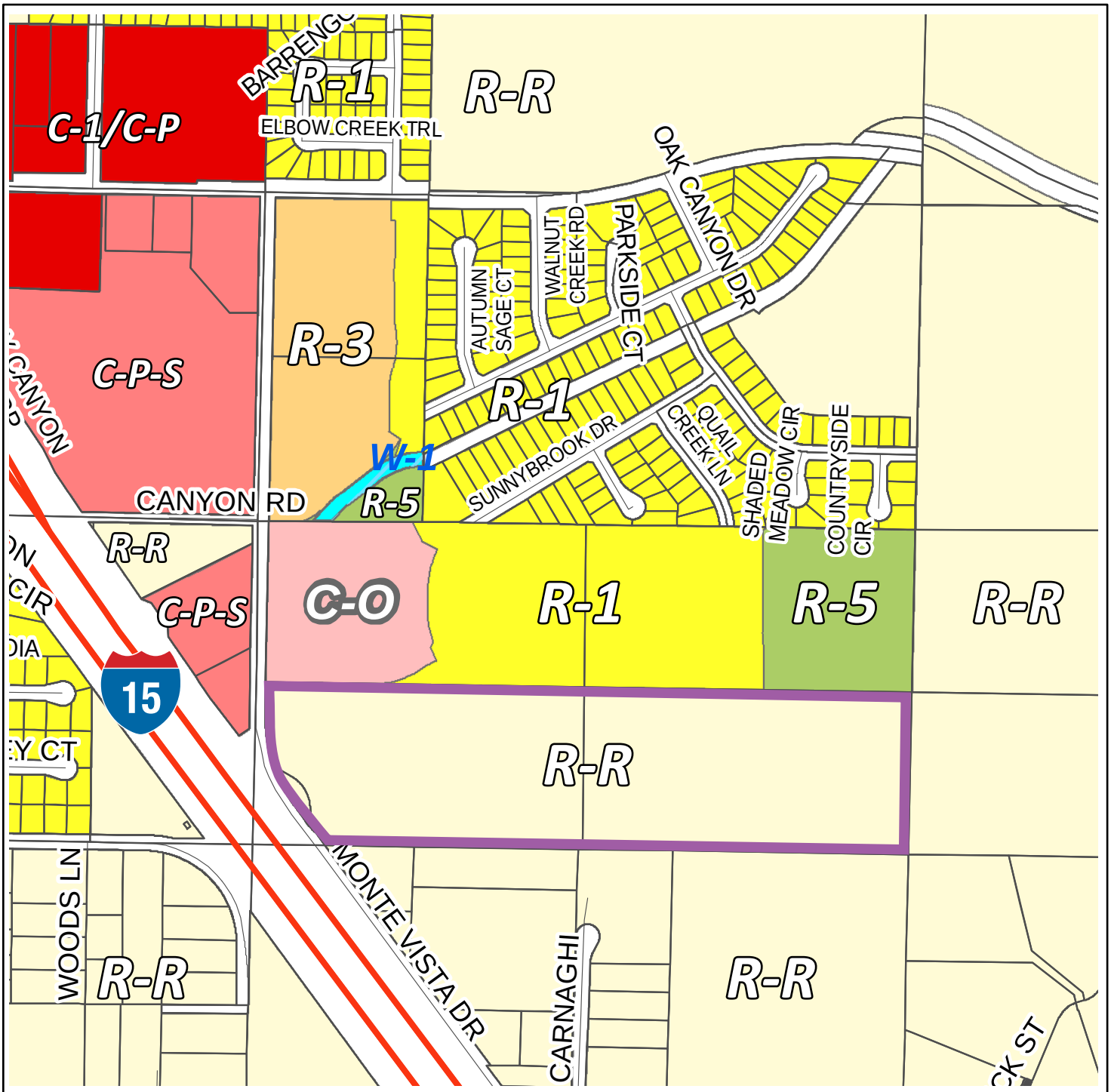
Michael Baker INTERNATIONAL

Source: Rieger Associates, August 2018
3381Figures.indd

The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

COMMERCIAL COMPONENT DETAIL

Figure 4



LEGEND

Project Area

Miles: 0 — 0.25 — 0.5

COMMERCIAL
- C-1/C-P (General Commercial)
- C-O (Commercial Office)
- C-P-S (Scenic Highway Commercial)

INDUSTRIAL
- I-P (Industrial Park)

MANUFACTURING
- M-SC (Manufacturing Service Commercial)

RESIDENTIAL
- R-1 (One-Family Dwellings)
- R-1-1
- R-1-11000
- R-1-15000
- R-1-18000
- R-1-20000
- R-1-8000

GENERAL RESIDENTIAL
- R-3 (General Residential)
- R-4

OPEN AREA COMBINING ZONE - RESIDENTIAL DEV.
- R-5 (Open Area Combining Zone, Res. Dev.)

RESIDENTIAL AGRICULTURE
- R-A
- R-A-1
- R-A-1/2
- R-A-10
- R-A-2
- R-A-2 1/2
- R-A-20000
- R-A-5

RURAL RESIDENTIAL
- R-R

MOBILEHOME SUBDIVISION / MOBILEHOME PARK
- R-T

SPECIFIC PLAN
- SP ZONE

STREET
- ST

WATERCOURSE, WATERSHED, CONSERVATION
- W-1

Michael Baker INTERNATIONAL

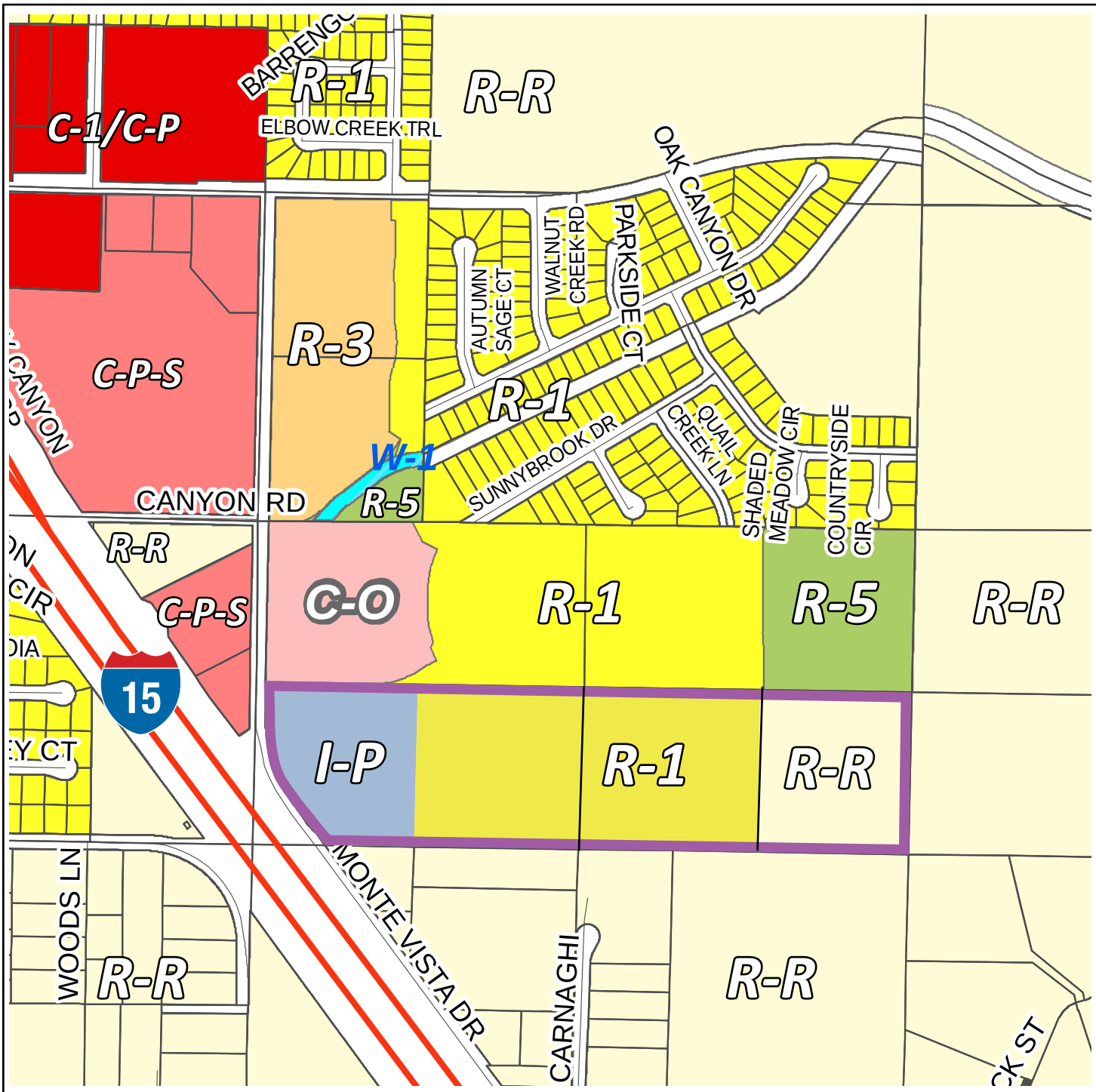
N

Source: City of Wildomar, September 2016
163381Figures.indd

The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

EXISTING ZONING

Figure 554



Michael Baker INTERNATIONAL

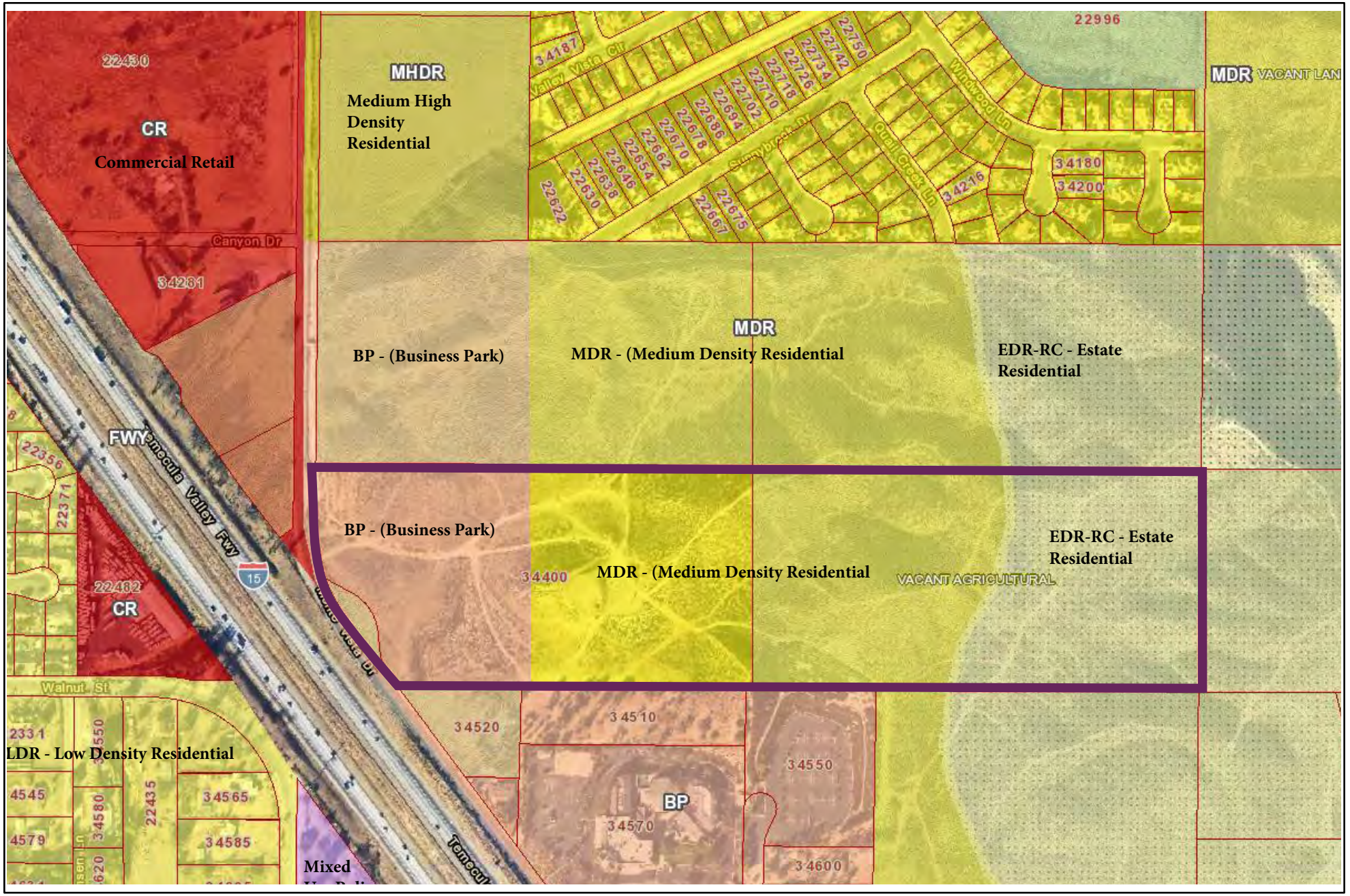
N

Source: City of Wildomar, September 2016
163381Figures.indd

The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

PROPOSED ZONING

Figur



Michael Baker INTERNATIONAL

Source: 3381Figures.indd

N

Not to Scale

Project Location

The Village at Monte Vista Mixed-Use Project ▪ Planning Application 18-0034 ▪ Wildomar, California

GENERAL PLAN, EXISTING

Figure 7

IV. ENVIRONMENTAL CHECKLIST FORM

A. BACKGROUND

1. Project Title:

The Village at Monte Vista Project (Planning Application No. 18-0034)

2. Lead Agency Name and Address:

City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

3. Contact Person and Phone Number:

Matthew Bassi, Planning Director; (951) 677-7751, ext. 213

4. Project Location:

The project site is located at 34400 Monte Vista Drive, east of Monte Vista Drive, south of Bundy Canyon Road, and north of Baxter Road and is approximately 0.1 miles east of Interstate 15. The Assessor's Parcel Numbers (APN) for the project site are 367-140-008, -010, and -012.

5. Project Sponsor's Name and Address:

Nova Homes, Inc., 1232 Village Way, Suite A, Santa Ana, CA 92705

6. General Plan Designation:

Business Park (BP), Medium Density Residential (MDR), Estate Residential (EDR-RC)

7. Zoning:

Change of Zone to change the existing zoning of Rural Residential (R-R) to Industrial Park (I-P) on the western portion and One-Family Dwelling Zone (R-1) on the eastern portion of the project site.

8. Description of Project:

The project includes a Change of Zone from Rural Residential (R-R) to Industrial Park (I-P) for the 8.96-acre business park area along Monte Vista Drive and R-R to R-1 for the 15.43-acre residential area on the eastern portion. The project also proposes Tentative Tract Map No. 37476 to subdivide 38.57 acres into 80 lots for single-family residential development and 4 lots for commercial/business park development for a total of 84 lots.

9. Surrounding Land Uses and Setting:

ADJACENT LAND USE, LAND USE, AND ZONING			
Location	**Current Land Use**	**General Plan Land Use Designation**	**Zoning**
North	Residential	BP (Business Park); MDR (Medium Density Residential); EDR-RC (Estate Density Residential – RC)	R-1 (One-Family Dwellings); C-O (Commercial Office); R-5 (Open Area Combining Zone)
South	Cornerstone Church	BP (Business Park); MDR (Medium Density Residential); EDR-RC (Estate Density Residential – RC)	R-R (Rural Residential)

ADJACENT LAND USE, LAND USE, AND ZONING			
Location	**Current Land Use**	**General Plan Land Use Designation**	**Zoning**
East	Vacant	EDR-RC (Estate Density Residential – RC)	R-R (Rural Residential)
West	Interstate 15, Commercial Retail and Vacant	CR (Commercial Retail), BP (Business Park)	C-P-S (Scenic Highway Commercial)

10. Other Public Agencies Whose Approval May Be Required:

- California Department of Fish and Wildlife
- San Diego Regional Water Quality Control Board
- Elsinore Valley Municipal Water District

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, has consultation begun?

The City of Wildomar sent notice to tribes that have requested to be notified of projects pursuant to Assembly Bill (AB) 52 and Public Resources Code Section 21080.3.1. The City initiated consultations with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians, and consultation is still ongoing with the Pechanga Band (please refer to subsection 17 of the Initial Study, Tribal Cultural Resources).

B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project involving at least one impact that is "Less Than Significant Impact with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☒ Geology and Soils
☐ Greenhouse Gas Emissions	☒ Hazards and Hazardous Materials	☐ Hydrology and Water Quality
☐ Land Use and Planning	☐ Mineral Resources	☒ Noise
☐ Population and Housing	☐ Public Services	☐ Recreation
☒ Transportation/Traffic	☒ Tribal Cultural Resources	☐ Utilities and Service Systems
☒ Mandatory Findings of Significance		

V. ENVIRONMENTAL ANALYSIS

1. Aesthetics

Issues, would the proposal:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			✓	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✓	

DISCUSSION

a) **Less Than Significant Impact**. Scenic vistas in the project vicinity include views of mountain ridgelines to the north, west, and south. These scenic vistas can be seen from the project site, but the project site is not part of a scenic vista itself. The proposed hotel structure would be four stories tall, which would alter existing views of the project site and would be visible from Interstate 15 in both directions. While the hotel building could obstruct views of mountain ridgelines to the north, west, and south, of the project from certain public vantage points in the immediate vicinity of the project, such obstructions would not significantly diminish public views. Additionally, the surrounding ridgelines are not identified as protected scenic vistas in the City's General Plan. The proposed development would also be consistent with the urbanizing character of the surrounding area and would complement the existing and planned residential and commercial development on adjacent properties. Furthermore, the proposed development would be subject to the City of Wildomar Design Standards and Guidelines. Compliance with these existing standards would ensure that the proposed residential units and commercial components feature quality design and architecture and are compatible with the character of the adjacent uses. Therefore, implementation of the proposed project would not have a substantial adverse effect on a scenic vista. This impact would be **less than significant**.

b) **Less Than Significant Impact**. Construction of the proposed structures would alter the existing visual character of the area by potentially requiring the removal of some naturally occurring and very sparse vegetation. The project's new buildings will be seen from Monte Vista Drive, from the Baxter Road exit from the south, and from the Bundy Canyon Road exit from the north, and from Interstate 15 from the east, as well as from some adjacent properties, which include residential uses and a church, located directly north and south of the project site, respectively. However, construction of the project will not require the removal of any tree, rock outcropping, or historic building that has been recognized as a scenic resource, and the proposed buildings will not block any scenic view or resource. Interstate 15 is not designated as a state scenic highway per the California Scenic Highway Mapping System. In addition, the proposed site plan, including the proposed buildings, has been reviewed by the City of Wildomar for

conformance with the City's standards and found acceptable. Therefore, implementation of the proposed project would not have a substantial adverse effect on a scenic resource, and this impact is **less than significant**.

c) **Less Than Significant Impact**. The project site is vacant, disturbed, and adjacent to Interstate 15. The surrounding area of the proposed project is developed with residential uses to the north and the Cornerstone Church to the south. The proposed project would be consistent with the existing development pattern and character along Monte Vista Drive, with building materials and colors that complement the existing and planned residential and commercial development on adjacent properties. Furthermore, the proposed project is subject to the City of Wildomar Design Standards and Guidelines. As discussed in Issue b) above, the proposed site plan, including the proposed buildings, has been reviewed by the City of Wildomar for conformance with the City's standards and found acceptable. Therefore, implementation of the proposed project would not substantially degrade the existing visual character or quality of the site and its surroundings. This impact would be **less than significant**.

d) **Less Than Significant Impact**. Sources of new and increased nighttime lighting and illumination include, but are not limited to, lights associated with vehicular travel (e.g., car headlights), street lighting, parking lot lights, and security-related lighting. Light pollution is regulated by Chapter 8.64, Light Pollution, of the Wildomar Municipal Code. The City's light pollution ordinance establishes limits on the types of fixtures and size of bulbs for all aspects of development. Compliance with the ordinance, which is verified as part of building permit application review and then prior to occupancy to ensure correct installation and operation, will result in a less than significant impact on nighttime light pollution. Consistent with the City's lighting standards (Municipal Code Section 8.64.090), all proposed exterior light fixtures must have full cutoff so that there is no light pollution created above the 90-degree plane of the light fixtures. Additionally, per Section 8.64.090, all light fixtures installed along the perimeter would include house-side shields to eliminate the spillover of light pollution onto streets and neighboring properties. The light fixtures will be reviewed on the development plan and verified during building and site inspections to ensure compliance with the ordinance. Compliance with the ordinance would not adversely affect day or nighttime views in the area, and the project would not contribute to night sky pollution such that it would interfere with nighttime use of the Palomar Observatory with compliance with the Wildomar development standards. Therefore, this impact would be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

1. The project is required to comply with the provisions of Wildomar Municipal Code Chapter 8.64, Light Pollution.

MITIGATION MEASURES

None required.

2. Agriculture and Forestry Resources

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?				✓
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				✓
d) Result in the loss of forestland or conversion of forestland to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forestland to non-forest use?				✓

DISCUSSION

a–e) **No Impact.** The project site is not located on or adjacent to land designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance and is not subject to a Williamson Act contract (DOC 2018). Per the California Department of Conservation, the project site is designated as Urban and Built-Up land, which includes low-density rural developments of at least 1 unit to 1.5 acres. The project site is surrounded on the east and south by land designated as Other Land and on the west and north by land designated as Urban and Built-Up Land. Therefore, project implementation would not result in the conversion of Important Farmland to nonagricultural use, would not conflict with existing agricultural zoning or a Williamson Act contract, and would not otherwise adversely impact agriculture in the area. Additionally, the project site is in an urbanized area of Wildomar and does not contain forestland. Therefore, project implementation would not result in the loss or conversion of forestland to non-forest use and would not otherwise adversely impact forestland in the area. There would be **no impact**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

3. Air Quality

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d) Expose sensitive receptors to substantial pollutant concentrations?			✓	
e) Create objectionable odors affecting a substantial number of people?			✓	

DISCUSSION

a) **Less Than Significant Impact.** The project site is in the South Coast Air Basin (SoCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is required, pursuant to the federal Clean Air Act, to reduce emissions of criteria pollutants for which the basin is in nonattainment (i.e., ozone [O_3], coarse particulate matter [PM_{10}], and fine particulate matter [$PM_{2.5}$]). These are considered criteria pollutants because they are three of several prevalent air pollutants known to be hazardous to human health. (An area designated as nonattainment for an air pollutant is an area that does not achieve national and/or state ambient air quality standards for that pollutant.)

In order to reduce emissions of criteria pollutants for which the SoCAB is in nonattainment, the SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP). The 2016 AQMP establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving state (California) and national air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD, the California Air Resources Board (CARB), the Southern California Association of Governments (SCAG), and the US Environmental Protection Agency (EPA). The 2016 AQMP pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. (SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans.) The project is subject to the SCAQMD's Air Quality Management Plan.

Criteria for determining consistency with the AQMP are defined by the following indicators:

- Consistency Criterion No. 1: The proposed project will not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay the

timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

- Consistency Criterion No. 2: The proposed project will not exceed the assumptions in the AQMP based on the years of project buildout phase.

The violations to which Consistency Criterion No. 1 refers are the California ambient air quality standards (CAAQS) and the national ambient air quality standards (NAAQS). As evaluated under Issue b) below, the project will not exceed the short-term construction standards or long-term operational standards and in so doing will not violate any air quality standards. Additionally, the analysis for long-term local air quality impacts shows that future carbon monoxide (CO) concentration levels along roadways and at intersections affected by project traffic will not exceed the 1-hour and 8-hour state CO pollutant concentration standards. Thus, a less than significant impact is expected, and the project would be consistent with the first criterion.

Concerning Consistency Criterion No. 2, the AQMP contains air pollutant reduction strategies and demonstrates that the applicable ambient air quality standards can be achieved within the time frames required under federal law. Growth projections from local general plans adopted by cities in the district are provided to SCAG, which develops regional growth forecasts that are used to develop future air quality forecasts for the Air Quality Management Plan. Development consistent with the growth projections in the Wildomar General Plan is considered to be consistent with the AQMP.

The project site is currently designated as Business Park, Medium Density Residential, and Estate Residential. The proposed business park (office and general warehouse uses), hotel, and single-family detached residential uses would be consistent with the current General Plan designation. Therefore, the proposed project would not result in an inconsistency with the current land use designation in the City's General Plan. As previously described, the project proposes a Change of Zone to change the existing zoning from R-R to R-1 and I--P. The project is expected to result in population growth, but it is not expected to exceed the population or job growth projections used by the SCAQMD to develop the Air Quality Management Plan, which were based on the General Plan land use designations for the project site. Thus, based on the above, the proposed project will not result in an inconsistency with the SCAQMD AQMP. Therefore, the proposed project would not conflict with or obstruct implementation of any applicable air quality plan and is expected to result in a **less than significant impact**.

b) **Less Than Significant Impact.** As discussed previously, the project site is located in the SoCAB. State and federal air quality standards are often exceeded in many parts of the basin. A discussion of the project's potential short-term construction-period and long-term operational-period air quality impacts is provided below.

CONSTRUCTION EMISSIONS

The SCAQMD has established methods to quantify air emissions associated with construction activities, such as those generated by operation of on-site construction equipment, fugitive dust emissions related to grading and site work activities, and mobile (tailpipe) emissions from construction worker vehicles and haul/delivery truck trips. Emissions would vary from day to day, depending on the level of activity, the specific type of construction activity occurring, and, for fugitive dust, prevailing weather conditions.

Dust (PM_{10}) is typically a major concern during rough grading activities. Because such emissions are not amenable to collection and discharge through a controlled source, they are called "fugitive emissions." Fugitive dust emission rates vary as a function of many parameters (soil silt, soil moisture, wind speed, area disturbed, number of vehicles, depth of disturbance or excavation, etc.). All development projects in Wildomar, including the proposed project, are subject to SCAQMD rules and regulations to reduce fugitive

dust emissions and to mitigate potential air quality impacts per Wildomar General Plan Policy AQ 4.9 and SCAQMD Rule 403 (Fugitive Dust). Rule 403 requires fugitive dust sources to implement Best Available Control Measures for all sources, and all forms of visible particulate matter are prohibited from crossing any property line. SCAQMD Rule 403 is intended to reduce PM_{10} emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust. An active operation with a disturbed surface area must utilize **one** of the following:

- Install a pad consisting of washed gravel (minimum-size: one inch maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long.
- Pave the surface extending at least 100 feet and at least 20 feet wide.
- Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
- Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
- Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the actions specified above.

Additionally, SCAQMD describes control measures that are also required and are specified in Table 1, Best Available Control Measures, of the *Rule 403 Fugitive Dust* requirements which was amended in June 2005. These PM_{10} suppression techniques include that all on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized and that all material transported off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust. For the complete list of best available control measures, refer to the *Rule 403 Fugitive Dust* requirements.

The proposed project would also be subject to SCAQMD Rule 1113, which limits the volatile organic compounds of architectural coatings used in the SoCAB, thus reducing the amount of reactive organic gas (ROG) off-gassed as paint dries. The estimated maximum daily construction emissions, accounting for compliance with SCAQMD Rules 403 and 1113, are summarized in **Table 3-1**. Detailed construction model outputs are presented in **Appendix 1.0**.

Table 3-1
Maximum Short-Term Construction Emissions (Pounds per Day)

Construction Phase	Reactive Organic Gas (VOC)	Nitrogen Oxide (NOx)	Carbon Monoxide (CO)	Sulfur Oxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Grading						
On-Site	4.74	54.52	33.38	0.06	5.84	3.61
Off-Site	0.55	22.62	2.85	0.03	0.33	0.10
Subtotal	5.29	77.14	36.23	0.10	6.17	3.71
Building Construction						
On-Site	2.36	21.08	17.16	0.03	1.29	1.21
Off-Site	1.29	8.84	9.98	0.04	2.66	0.77

Construction Phase	Reactive Organic Gas (VOC)	Nitrogen Oxide (NOx)	Carbon Monoxide (CO)	Sulfur Oxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Subtotal	3.65	29.92	27.14	0.07	3.95	1.98
Paving						
On-Site	1.49	12.92	14.65	0.02	0.68	0.62
Off-Site	0.07	0.04	0.55	0.00	0.17	0.05
Subtotal	1.56	12.96	15.21	0.02	0.85	0.67
Architectural Coating						
On-Site	29.13	1.53	1.82	0.00	0.09	0.09
Off-Site	0.18	0.10	1.40	0.01	0.43	0.12
Subtotal	29.31	1.63	3.22	0.01	0.52	0.21
Total of Overlapping Phases[1]	34.52	44.51	45.57	0.10	5.32	2.86
SCAQMD Threshold	75.00	100.00	550.00	150.00	150.00	55
Exceed Threshold?	No	No	No	No	No	No

Source: Kunzman Associates 2018a. See **Appendix 1.0** for modeling details.
Note: 1. Construction, painting, and paving phases may overlap.

As shown, emissions resulting from project construction would not exceed any criteria pollutant thresholds established by the SCAQMD. Therefore, a l**ess than significant impact** would occur.

CONSTRUCTION-RELATED LOCALIZED AIR QUALITY IMPACTS

The SCAQMD (2008) published its Final Localized Significance Threshold Methodology, recommending that certain air quality analyses include an assessment of both construction and operational impacts on the air quality of nearby sensitive receptors. Localized significance thresholds (LSTs) were established in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities. LSTs represent the maximum emissions from a project site that are not expected to result in an exceedance of the NAAQS or CAAQS. The SCAQMD states that lead agencies can use the LSTs as another indicator of significance in air quality impact analyses. This analysis makes use of methodology included in the SCAQMD Final Localized Significance Threshold Methodology.

For the proposed project, the appropriate source receptor area (SRA) for the localized significance thresholds is the Lake Elsinore area (SRA 25) since this area includes the project site. Localized significance thresholds apply to CO, nitrogen dioxide (NO_2), PM_{10}, and $PM_{2.5}$.

The nearest existing sensitive receptor to the development boundaries is approximately 25 meters (82 feet) to the south. The SCAQMD recommends that receptors within 25 meters be evaluated at 25 meters. As such, LSTs for receptors at 25 meters were used in this analysis.

Table 3-2 presents the results of localized emissions during construction activity. The required implementation of SCAQMD Rule 403 would reduce PM_{10} emissions during construction. $PM_{2.5}$, which is a subset of PM_{10}, is also reduced by the measures required by SCAQMD Rule 403. **Table 3-2** identifies the Rule 403–controlled localized impacts at the nearest receptor location in the vicinity of the project site.

Table 3-2
Localized Significance Summary – On-Site Construction Emissions (Pounds per Day)

Activity	NO_x	CO	PM_{10}	$PM_{2.5}$
Grading	54.52	33.38	5.84	3.61
Building Construction	21.08	17.16	1.29	1.21
Paving	12.92	14.65	0.68	0.62
Architectural Coating	1.53	1.83	0.09	0.09
SCAQMD Localized Threshold	371	1,965	13	8
Exceed Threshold?	No	No	No	No

Source: Kunzman Associates 2018a. See **Appendix 1.0** for modeling details.

As shown in **Table 3-2**, emissions resulting from project construction will not exceed any applicable LSTs. For the reasons identified, construction-related air quality impacts are considered to be **less than significant**.

OPERATIONAL EMISSIONS

Operational activities associated with the proposed project will result in emissions of ROG, NO_X, CO, sulfur oxide (SO_X), PM_{10}, and $PM_{2.5}$. Operational emissions would be expected from area sources, energy sources, and mobile sources. Operational-source emissions are summarized in **Table 3-3**.

Table 3-3
Operational Emissions (Pounds per Day)

Emissions Source	VOC	NOx	CO	SO_2	PM_{10}	$PM_{2.5}$
Area Source Emissions	6.36	1.27	7.15	0.01	0.13	0.13
Energy Use Emissions	0.21	1.90	1.34	0.01	0.15	0.15
Mobile Emissions	4.91	34.91	56.65	0.23	16.95	4.64
Total Emissions	11.48	38.08	65.14	0.25	17.23	4.92
SCAQMD Threshold	55	55	550	150	150	55
Exceed Threshold?	No	No	No	No	No	No

Source: Kunzman Associates 2018a. See **Appendix 1.0** for modeling details.

As shown in **Table 3-3**, project operational-source emissions would not exceed applicable SCAQMD regional thresholds of significance. While there may be some overlap of construction emissions and operational emissions, the combined emissions in any given overlapping scenario would still fall below the appropriate thresholds. Therefore, impacts would be **less than significant**.

OPERATIONS LOCALIZED SIGNIFICANCE ANALYSIS

The proposed warehouse located in the business park-portion will function as a warehouse for storage of office furniture, with a small point-of sale portion of the building open to the general public. This use, located in building 1, is anticipated to have fewer than 100 truck trips per day. Furthermore, it is anticipated that the trucks would not make daily deliveries to the site, and only make deliveries a few times a week. Therefore, this project is not anticipated to accommodate more than 100 trucks per day and a quantitative health risk assessment for the proposed on-site warehouse use is not required.

Impacts associated with construction and operational air quality would be **less than significant**, as SCAQMD significance thresholds for criteria emissions would not be surpassed (see **Tables 3-1, 3-2**, and **3-3**).

c) **Less Than Significant Impact**. Projects could contribute to an existing or projected air quality exceedance because the SoCAB is currently in nonattainment for O_3, PM_{10}, and $PM_{2.5}$. With regard to determining the significance of the cumulative contribution a project, the SCAQMD recommends that any given project's potential contribution to cumulative impacts be assessed using the same significance criteria as for project-specific impacts. The SCAQMD thresholds have been established with a cumulative focus in recognition that air quality is inherently an air basin-wide cumulative issue. As such, SCAQMD guidance maintains that individual projects that do not generate operational or construction emissions exceeding the SCAQMD's daily thresholds for project-specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the air basin is in nonattainment and therefore would not be considered to have a significant, adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be considered cumulatively considerable. As previously noted, the project will not exceed the applicable SCAQMD regional thresholds for construction or operational-source emissions. As such, the project will result in a cumulatively **less than significant impact**.

d) **Less Than Significant Impact.** Sensitive receptors are land uses that especially sensitive to air pollution, such as long-term healthcare facilities, rehabilitation centers, and retirement homes. Residences, schools, playgrounds, childcare centers, and athletic facilities can also be considered sensitive receptors. As previously described, the project site is adjacent to existing homes.

As discussed in Issue b) above, results of the LST analysis indicate that the project will not exceed the SCAQMD localized significance thresholds during construction. Therefore, adjacent sensitive receptors would not be subject to significant concentrations of harmful emissions. Results of the LST analysis also indicate that the project would not exceed the SCAQMD localized significance thresholds during operational activity.

As pollutant emissions from project construction and operation would not exceed the SCAQMD thresholds for any criteria pollutants and would not exceed LSTs during operation of the project, sensitive receptors would not be exposed to significant pollutant concentrations. Therefore, impacts would be **less than significant**.

e) **Less Than Significant Impact.** Offensive odors rarely cause any physical harm; however, they still can be very unpleasant, leading to considerable distress among the public, and often generate citizen complaints to local governments and regulatory agencies. Major sources of odor-related complaints by the general public commonly include wastewater treatment facilities, landfill disposal facilities, food processing facilities, agricultural activities, and various industrial activities (e.g., petroleum refineries, chemical and fiberglass manufacturing, painting/coating operations, landfills, and transfer stations). Potential sources that may emit odors during the ongoing operations of the proposed project would include diesel truck emissions and trash storage areas. The SCAQMD's Rule 402 prohibits a person from discharging from any source such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. Through compliance with the SCAQMD's Rule 402, no significant impact related to odors would occur during the ongoing operations of the proposed project. Impacts would be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

4. Biological Resources

Issues: Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?		✓		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?			✓	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓	
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?		✓		

ENVIRONMENTAL SETTING

A habitat assessment of the project site was performed by RCA Associates (January 2018) (**Appendix 3.0**). This habitat assessment was used to evaluate the proposed project's consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The assessment also examined the project site's suitability for the presence of special-status species and characterized the environmental setting on and adjacent to the site. In addition to the information in the habitat assessment, a thorough query of available data and literature from local, state, federal, and nongovernmental agencies was used to evaluate the potential biological impacts of the proposed project.

Database searches were performed on the following websites:

- US Fish and Wildlife Service's (USFWS) Information Planning and Conservation (IPaC) System (2015a)
- USFWS's Critical Habitat Portal (2015b)

- California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB) (2015a)
- California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants of California (2015)

A search of the USFWS's IPaC System and Critical Habitat Portal database was performed for the project area to identify federally protected species and their habitats that may be affected by the proposed project. The query of the Critical Habitat Portal revealed no critical habitat in the project vicinity. In addition, a query of the CNDDB was conducted to identify known occurrences for special-status species in the following nine US Geological Survey (USGS) 7.5-minute quadrangles: Wildomar, Murrieta, Bachelor Mtn., Fallbrook, Temecula, Winchester, Lake Elsinore, Pechanga, and Romoland. Lastly, the CNPS database was queried in the above-mentioned quadrangles to identify special-status plant species with the potential to occur on the project site. The search results are provided in **Appendix 3.0.**

The proposed project site is in Wildomar in Riverside County, California, east of Monte Vista Drive, south of Bundy Canyon Road, and north of Baxter Road. The project site is located in the Elsinore Area Plan of the Western Riverside County Multiple Species Conservation Plan (County of Riverside 2003b), but the site is not located within or adjacent to a Criteria Area or Conservation Area. The MSHCP formally determines conservation planning for all of western Riverside County. The MSHCP identifies plants, wildlife, and habitat that need to be preserved or protected. It also outlines procedures for mitigation of future land development and determines under what circumstances an "incidental take" can be permitted.

According to the habitat assessment, the project site is highly disturbed from past and present land uses. The site consists of roughly 13.7 acres of non-native grassland/ruderal community and roughly 8.5 acres of chaparral community that contains chamise (*Adenostoma fasciculatum*), toyon (*Heteromeles arbutifolia*), manzanita (*Arctostaphylos* ssp.), and scrub oak (*Quercus berberidifolia*). A full list of plant species can be found in the MSHCP Consistency Analysis and Habitat Assessment (RCA Associates 2018; **Appendix 3.0**). The site has a small drainage swale in the southwest corner but based on the results of a jurisdictional delineation conducted by RCA Associates (2017), the swale is not considered jurisdictional. Furthermore, no riparian habitats were observed on the project site, nor were any species typically associated with riparian areas observed.

SPECIAL-STATUS SPECIES

Candidate, sensitive, or special-status species are commonly characterized as species that are at potential risk or actual risk to their persistence in a given area or across their native habitat. These species have been identified and assigned a status ranking by governmental agencies such as the CDFW, the USFWS, and private organizations such as the CNPS. The degree to which a species is at risk of extinction is the determining factor in the assignment of a status ranking. Some common threats to a species' or population's persistence include habitat loss, degradation, and fragmentation, as well as human conflict and intrusion. For the purposes of this biological resources review, special-status species are defined by the following codes:

- Listed, proposed, or candidates for listing under the federal Endangered Species Act (50 Code of Federal Regulations [CFR] 17.11 – listed; 61 Federal Register [FR] 7591, February 28, 1996, candidates)
- Listed or proposed for listing under the California Endangered Species Act (Fish and Game Code [FGC] 1992 Section 2050 et seq.; 14 California Code of Regulations [CCR] Section 670.1 et seq.)
- Designated as Species of Special Concern by the CDFW

- Designated as Fully Protected by the CDFW (FGC Sections 3511, 4700, 5050, 5515)
- Species that meet the definition of rare or endangered under the California Environmental Quality Act (CEQA) (14 CCR Section 15380), including CNPS List Rank 1B and 2

The query of the USFWS, CNPS, and CNDDB databases revealed several special-status species with the potential to occur in the project vicinity. A summary of each species with the potential to occur on the project site and potential impacts including mitigation measures is presented in Issue a) below.

JURISDICTIONAL DELINEATION

A jurisdictional waters delineation report was conducted for the project site and was performed by RCA Associates (December 2017) (**Appendix 2.0**). The delineation was conducted to evaluate and analyze the ordinary high-water mark of the small drainage swale along the western portion of the site. However, based on the results of the delineation and the jurisdictional analysis, it was determined the drainage swale on the site does not meet the criteria as waters of the State or waters of the United States.

DISCUSSION

a) Less Than Significant Impact with Mitigation Incorporated. Based on the results of database searches, historic records, and known regional occurrences, western burrowing owl (*Athene cunicularia*), coastal California gnatcatcher (*Polioptila californica californica*), Southern California rufous-crowned sparrow (*Aimophila ruficeps*), orange-throated whiptail (*Aspidoscelis hyperythra*), Bell's sage sparrow (*Amphispiza belli*), and Parry's spineflower (*Chorizanthe parryi* var. *parryi*) are the special-status species with the potential to occur on the project site. Please refer to **Appendix 3.0** for a summary of the general habitat characteristics required by each species, as well as the potential for each species to be impacted by the project. All special-status species with the potential to occur on the project site are covered under the MSHCP.

The initial site survey was conducted in on December 15, 2017, by RCA Associates biologists. The site was surveyed on foot, and all plant and wildlife species observed were recorded. The site was assessed for vegetative communities, habitat suitability for special-status species, and the presence of potentially jurisdictional features and waters of the United States. Since the site is within the MSHCP western burrowing owl survey area, a western burrowing owl habitat assessment was conducted. None of the special-status species listed above were seen during the survey.

Though no sign of burrowing owls was found during previous surveys, project implementation may result in the loss of western burrowing owls through the destruction of active nesting sites and/or the incidental burial of adults, young, and eggs, should they become established on-site. Impacts to burrowing owl would be considered a potentially significant impact; however, implementation of mitigation measures **BIO-1**, **BIO-2**, and **BIO-3,** would reduce these impacts to a less than significant level.

The proposed project site may provide suitable nesting habitat for birds protected under the Migratory Bird Treaty Act and Section 3503.5 of the California Fish and Game Code that were not identified in **Appendix 3.0**. The removal of trees/vegetation during construction activities could result in noise, dust, human disturbance, and other direct/indirect impacts to nesting birds on or in the vicinity of the project site. Potential nest abandonment and mortality to eggs, chicks, or individuals would be considered potentially significant impacts. Implementation of mitigation measure **BIO-1** would ensure that potential impacts to these species are less than significant.

Other special-status species associated with the project site are identified in **Appendix 3.0**. All special-status species associated with the project site are covered by the MSHCP. The MSHCP was previously analyzed under CEQA. Project compliance with the plan fully mitigates for impacts for these covered

species. Implementation of the avoidance and mitigation measures outlined in the MSHCP would reduce potential impacts to special-status plant and wildlife species to a **less than significant level with mitigation incorporated**.

b) Less Than Significant Impact. Sensitive habitats include (a) areas of special concern to resource agencies; (b) areas protected under CEQA; (c) areas designated as sensitive natural communities by the CDFW; (d) areas outlined in Section 1600 of the FGC; (e) areas regulated under Section 404 of the federal Clean Water Act; and (f) areas protected under local regulations and policies (MSHCP). There are no sensitive habitats present on the project site. Project-related activities are not anticipated to adversely affect riparian habitat or other sensitive natural communities identified in local or regional plans, policies, or regulations or by the CDFW or the USFWS.

No drainages, stream courses, or other natural water features occur on the project site. According to the jurisdictional features map (see **Appendix 3.0**), there is a man-made swale in the proposed project footprint. Project activities would result in the loss of a remnant swale in the southern portion of the project site; however, this feature is man-made and appears to be isolated, so it is not jurisdictional under the Clean Water Act. In addition, the feature lacks suitable habitat to be considered a sensitive community by the CDFW or USFWS. Therefore, there will be a **less than significant impact** to riparian habitat and sensitive natural communities as a result of the proposed project.

c) No Impact. The site has a small drainage swale in the southwest corner but based on the results of a jurisdictional delineation conducted by RCA Associates (**Appendix 2.0**), the swale is not considered jurisdictional. Furthermore, no riparian habitats were observed on the project site, nor were any species typically associated with riparian areas observed. Therefore, there will be **no impacts** to wetlands as a result of the project.

d) Less Than Significant Impact. Wildlife corridors refer to established migration routes commonly used by resident and migratory species for passage from one geographic location to another. Movement corridors may provide favorable locations for wildlife to travel between different habitat areas, such as foraging sites, breeding sites, cover areas, and preferred summer and winter range locations. They may also function as dispersal corridors allowing animals to move between various locations within their range. A review of the CDFW Biogeographic Information and Observation System (2015b) was performed for the project to determine whether the project site is located in an Essential Connectivity Area. No wildlife corridors for resident migratory wildlife species occur on or adjacent to the site. In addition, the site is not located within a Special Linkage Area as defined by the MSHCP. As a result, a **less than significant impact** would occur.

e) Less Than Significant Impact. No trees have been identified on the project site. The City of Wildomar has not adopted any ordinances or policies for the protection of trees or other biological resources, except for the ordinances requiring payment of the MSHCP fee and the Stephens' kangaroo rat mitigation fee. Payment of both fees is required as a standard condition of approval. Therefore, the project would not conflict with any local policies or ordinances protecting biological resources. Impacts associated with the proposed project would be **less than significant**.

f) Less Than Significant Impact with Mitigation Incorporated. The MSHCP is a habitat conservation plan and natural community conservation plan to which the City of Wildomar is a permittee (i.e., signatory). The project site is located in the Elsinore Area Plan of the MSHCP, but it is not located in or adjacent to a Criteria Cell or conservation area. Since the site is not located in a Criteria Cell, there are no conservation requirements on the property. The project site is subject to review for consistency with MSHCP Section 6.3.2–Additional Survey Needs and Procedures. The section sets forth the survey requirements for various plant and animal surveys. The project site is not located within a Criteria Area Species Survey Area.

However, the project is located in an additional survey area for burrowing owl. No sign of burrowing owl was observed during the field survey; however, there is the potential that this species could become established on-site in the future. As such, project-related activities could result in impacts to borrowing owl. However, implementation of mitigation measures **BIO-1, BIO-2,** and **BIO-3**, would ensure that potential impacts to burrowing owls are avoided or mitigated to a less than significant level.

A final component of the MSHCP is mitigation fee areas, which are land areas that occur within the MSHCP and require a fee for development activities to occur. These fees are used to fund the minimization of impacts to certain endemic species. The proposed project is located in the MSHCP mitigation fee area (per Wildomar Municipal Code Section 3.42.080). A standard condition for the proposed project includes the payment of these fees to comply with the overlying habitat conservation plan (the MSHCP).

With implementation of mitigation measures and adherence to the standard conditions and requirements, any impacts will be **less than significant with mitigation incorporated**.

STANDARD CONDITIONS AND REQUIREMENTS

1. As required by Section 3.42.070 of the Wildomar Municipal Code, the project applicant is required to submit fees to the City in accordance with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan Mitigation Fee.
2. As required by Section 3.43.070 of the Wildomar Municipal Code, the project applicant is required to submit fees to the City in accordance with the requirements of the Stephens' Kangaroo Rat Habitat Conservation Plan Mitigation Fee Area.

MITIGATION MEASURES

BIO-1 Vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities that may directly (e.g., grading) or indirectly (e.g., noise) affect protected nesting avian species shall be timed to avoid the typical avian nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors). If such activities are scheduled to occur during the nesting season, a qualified biologist shall conduct a preconstruction survey for nesting raptors and other protected avian species within 500 feet of proposed disturbance activities. The preconstruction survey shall be conducted no more than 14 days prior to the start of vegetation clearing/grubbing. As determined necessary by the biologist, surveys for nesting birds may be required to continue during grading/construction to address the potential for new arrivals and unique species' breeding seasons. The necessity and timing of these continued surveys shall be determined by the biologist in coordination with the City, the Western Riverside County Regional Conservation Authority, and participating wildlife agencies as needed.

If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the City, the Western Riverside County Regional Conservation Authority, and participating wildlife agencies, and an appropriate no-disturbance buffer shall be imposed (to be determined by the biologist) within which no vegetation clearing/grubbing, ground disturbance, and construction activities shall take place (generally 500 feet in all directions for raptors; other avian species may have species-specific requirements) until the young have fledged and are no longer reliant upon the nest or parental care for survival, as determined by the biologist.

Timing/Implementation: *No more than 14 days prior to any vegetation removal or ground-disturbing activities*

Enforcement/Monitoring: *City of Wildomar Planning Department*

BIO-2 Due to the presence of potentially suitable habitat on the project site and in adjacent off-site areas, a 30-day preconstruction survey for burrowing owl is required pursuant to the MSHCP. If burrowing owls are determined present during the 30-day preconstruction survey, occupied burrows shall be avoided to the greatest extent feasible, following the guidelines in the Staff Report on Burrowing Owl Mitigation published by California Department of Fish and Wildlife (2012) including, but not limited to, conducting preconstruction surveys, avoiding occupied burrows during the nesting and non-breeding seasons, implementing a worker awareness program, biological monitoring, establishing avoidance buffers, and flagging burrows for avoidance with visible markers. If occupied burrows cannot be avoided, acceptable methods may be used to exclude burrowing owl either temporarily or permanently, pursuant to a Burrowing Owl Exclusion Plan that shall be prepared and implemented to the approval of the City and the Western Riverside County Regional Conservation Authority.

Timing/Implementation: *No more than 14 days prior to any vegetation removal or ground-disturbing activities*

Enforcement/Monitoring: *City of Wildomar Planning Department*

BIO-3 The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status wildlife species:

- Prior to vegetation clearing/grubbing, a biological monitor shall conduct a preconstruction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and to review project boundaries.
- Prior to vegetation clearing/grubbing, a biological monitor shall inspect the limits of protective fencing along the work limits adjacent to on/off-site habitats to remain.
- Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are returned to pre-project contours using a local native plant hydroseed mix.

Timing/Implementation: *Prior to any vegetation removal or ground-disturbing activities*

Enforcement/Monitoring: *City of Wildomar Planning Department*

5. Cultural Resources

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			✓	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		✓		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d) Disturb any human remains, including those interred outside of dedicated cemeteries?		✓		

BACKGROUND

CRM Tech (2018a, 2018b, 2018c) prepared a cultural resources assessment, a survey report, and a paleontological resources report for the proposed project. These reports were provided to consulting Native American tribes but are considered confidential and therefore are not included in the appendices to this Initial Study. The assessment includes a detailed description of the prehistory, ethnography, oral tradition, and history of the project area. The assessment prepared for the proposed project included a cultural records search conducted by a CRM Tech archaeologist at the Eastern Information Center at the University of California, Riverside. CRM Tech also examined the California State Historic Property Data File, which includes the National Register of Historic Places, California Historical Landmarks, and California Points of Historical Interest, various local historic registers, and historic maps. Due to the sensitive and confidential nature of cultural resources, these reports are not available for public review. Redacted versions of the reports may be available for viewing upon request to the City Planning Division.

In reading the subsequent analysis, it will be helpful to understand the definitions of historical resources and archaeological resources as defined by the CEQA Guidelines and the Public Resources Code. Note that the term "cultural resources" is used to generally refer to historical and archaeological resources.

CEQA Guidelines Section 15064.5 defines a "historical resource" as a resource listed in or determined to be eligible by the State Historical Resources Commission for listing in the California Register of Historical Resources, included in a local register of historical resources, or identified as significant in a historical resource survey. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource is considered by the lead agency to be historically significant if the resource meets the criteria for listing on the California Register of Historical Resources:

A. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

B. Is associated with the lives of persons important in our past;

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

D. Has yielded, or may be likely to yield, information important in prehistory or history.

The fact that a resource is not listed in or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to Public Resources Code Section 5020.1[k]), or identified in a historical resources survey (meeting the criteria in Public Resources Code Section 5024.1[g]) does not preclude a lead agency from determining that the resource may be a historical resource as defined in Public Resources Code Sections 5020.1(j) or 5024.1.

Public Resources Code Section 21083.2(g) defines "unique archaeological resource" as an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

1. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
2. Has a special and particular quality such as being the oldest of its type or the best available example of its type.
3. Is directly associated with a scientifically recognized important prehistoric or historic event or person.

DISCUSSION

a) **Less Than Significant Impact**. CRM Tech conducted a historic architecture assessment of the proposed project site to determine whether historical resources, as defined by CEQA, were identified within or adjacent to the project area. Data from the Eastern Information Center indicates there have been 50 previous cultural resources studies conducted within a 1-mile radius of the project, none of which included any portion of the project site. Although no resources were previously documented on the project site, there are 12 within the study area, including a water conveyance feature; craftsman bungalow, circa 1925; single-family residence and commercial building circa 1940s; electrical insulator, vernacular residence, circa 1938; quartzite flake, lithic scatter groundstone fragments, rock-lined reservoir, single-family residence, circa 1950; and single-family residence, circa 1930s. However, no historical resources were found on the project site during site investigations and records searches. Therefore, impacts would be **less than significant.**

b) **Less Than Significant Impact with Mitigation Incorporated**. Results of the records search at the Eastern Information Center indicated that there are six prehistoric archaeological resources within a 1-mile radius of the project site; however, none were identified on-site.

Although the cultural resources assessment concluded that there are no known archaeological resources on the project site, there is potential for such resources to be discovered during earth-disturbing construction activities. The presence of recorded archaeological resources in the surrounding area further indicates the potential for such resources to be present on the project site. Implementation of mitigation measures **CUL-1** through **CUL-5** would ensure that any archaeological resources discovered on the project site would be properly managed, reducing this impact to **less than significant with mitigation incorporated**.

c) **Less Than Significant Impact with Mitigation Incorporated**. Paleontological resources are fossilized remains of vertebrate and invertebrate organisms, fossil tracks and trackways, and plant fossils. A unique

paleontological site would include a known area of fossil-bearing rock strata. CRM Tech (2018c) conducted a paleontological resources assessment to determine whether paleontological resources exist on the project site. The methods used to determine significance included literature review, locality search, and field survey. The results of the records search and the literature search indicate that the surface soils in the project area consist entirely of granitic rocks and weathered granitic alluvium. Based on available information, the loose sediments in the project area appear to be entirely Holocene in age. Both of these geological units are considered to be low in potential for containing significant nonrenewable fossil remains. The proposed project has a low potential for impacting any such resources. Unanticipated and accidental paleontological discoveries during project implementation have the potential to affect significant paleontological resources. Compliance with mitigation measure **CUL-6** will reduce impacts to **less than significant with mitigation incorporated**.

d) **Less Than Significant Impact with Mitigation Incorporated**. The cultural resources assessment did not identify any records of formal or informal cemeteries on or near the project site. While it is unlikely that human remains would be disturbed during project implementation, should human remains be encountered during ground-disturbing activities, required compliance with California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98 and mitigation measure **CUL-7** would ensure that any human remains discovered on the project site would be properly managed, thereby reducing this impact to a **less than significant with mitigation incorporated**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

CUL-1 To address the possibility that historical, archaeological, and/or tribal cultural resources (collectively referred to as "cultural resources" in these mitigation measures) may be encountered during grading or construction, a qualified professional archaeologist shall monitor all construction activities that could potentially impact cultural resources (e.g., grading, excavation, and/or trenching). The Pechanga Band of Luiseño Indians may assign individuals to monitor all grading, excavation, and groundbreaking activities as well, and the tribal monitors shall be allowed on-site during any construction activities that could potentially impact cultural resources. However, monitoring may be discontinued as soon the qualified professional and the appropriate tribe(s) are satisfied that construction will not disturb cultural resources.

Timing/Implementation: *During any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Planning Department and Building and Safety Department*

CUL-2 At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the tribe(s) that intend to assign tribal monitors pursuant to mitigation measure **CUL-1**. The archaeologist and the tribal monitor(s) will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any cultural resources discovered on the project site.

Timing/Implementation: *Thirty days prior to any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Engineering Department and Planning Department*

CUL-3 At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project applicant shall contact the Pechanga Band of Luiseño Indians with notification of the proposed grading and shall enter into a Tribal Cultural Resources Treatment and Monitoring Agreement with the tribe(s). The agreements shall include, but not be limited to, outlining provisions and requirements for addressing the handling of tribal cultural resources; project grading and development scheduling; terms of compensation for tribal monitors; treatment and final disposition of any tribal cultural resources, including but not limited to sacred sites, burial goods, and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities. The terms of the agreements shall not conflict with any of these mitigation measures. A copy of the signed agreement shall be provided to the Planning Director and the Building Official prior to the issuance of the first grading permit.

Timing/Implementation: *During any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Engineering Department and Planning Department*

CUL-4 If during grading or construction activities, cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by the archaeologist and the tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the archaeologist. The report shall include a list of the resources discovered; documentation of each site/locality; interpretation of the resources identified; a determination of whether the resources are historical resources, unique or non-unique archeological resources, and/or tribal cultural resources; and the method of preservation and/or recovery for the identified resources. If the archaeologist, in consultation with the tribes, determines the cultural resources to be either historic resources or unique archaeological resources, avoidance and/or mitigation will be required pursuant to and consistent with CEQA Guidelines Section 15064.5(c) and Public Resources Code Section 21083.2. Further ground disturbance shall not resume within the area of the discovery until the City, project applicant, project archaeologist, and consulting tribe(s) reach an agreement regarding the appropriate treatment of the cultural resources, which may include avoidance or appropriate mitigation. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological and cultural resources. Work may continue outside of the buffer area and will be monitored by additional tribal monitors, if needed as determined by the project archaeologist and the consulting tribe(s).

Timing/Implementation: *During any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Engineering Department and Planning Department*

CUL-5 In the event that cultural resources are discovered during the course of grading (inadvertent discoveries), the following shall be carried out for final disposition of the discoveries:

a. The landowner(s) shall agree to relinquish ownership of all recovered tribal cultural resources to the consulting tribe(s), including sacred items and all artifacts, as part of the required treatment for impacts to cultural resources.

b. One or more of the following treatment, in order of preference below, with (i) being the preferred treatment and (ii) being the secondary preferred treatment, shall be employed

with the agreement of all parties. Evidence of such agreement shall be provided to the City:

i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in place they were found with no development affecting the integrity of the resources.

ii. On-site relocation to a preservation area shall be accomplished as requested by the consulting tribe(s). The preservation area location shall be governed by measures and provisions to protect the preservation area from any future impacts in perpetuity. Relocation shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of the consulting tribe(s).

iii. Only if (i) and (ii) above cannot be employed, curation shall be arranged with an appropriate qualified repository that meets federal standards per 36 CFR Part 79. The cultural resources would be professionally curated and made available to other archeologists/researchers/tribal governments for further research and culturally appropriate use. The collections and associated records shall be transferred to a curation facility meeting the above federal standards to be accompanied by a curation agreement and payment of any fees necessary for permanent curation.

Timing/Implementation: *During any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Engineering Department and Planning Department*

CUL-6 Construction personnel involved in excavation and grading activities shall be informed of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. A professional meeting the Society of Vertebrate Paleontology's standards shall provide the preconstruction training. The City shall ensure the grading plan notes include specific reference to the potential discovery of fossils. If potentially unique paleontological resources (fossils) are inadvertently discovered during project construction, work shall be halted immediately within 50 feet of the discovery, the City shall be notified, and a professional paleontologist shall be retained to determine the significance of the discovery. The paleontologist shall establish procedures for paleontological resource surveillance throughout project construction and shall establish, in cooperation with the project applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. Excavated finds shall be offered to a State-designated repository such as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences.

Timing/Implementation: *During any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Engineering Department and Planning Department*

CUL-7 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. Subsequently, the Native American Heritage Commission shall identify the most likely descendant and notify them

of discovery. The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.

Timing/Implementation:	*During any ground-disturbing construction activities*
Enforcement/Monitoring:	*City of Wildomar Engineering Department and Planning Department*

6. Geology and Soils

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.		✓		
ii) Strong seismic ground shaking?		✓		
iii) Seismic-related ground failure, including liquefaction?			✓	
iv) Landslides?			✓	
b) Result in substantial soil erosion or the loss of topsoil?		✓		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?		✓		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				✓

DISCUSSION

a)

i) **Less Than Significant Impact with Mitigation Incorporated**. The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. This state law was a direct result of the 1971 San Fernando earthquake, which was associated with extensive surface fault ruptures that damaged numerous homes, commercial buildings, and other structures. Surface rupture is the most easily avoided seismic hazard. An active fault is one that shows displacement within the last 11,000 years and therefore is considered more likely to generate a future earthquake. The act requires the California State Geologist to establish regulatory zones (now known as Earthquake Fault Zones; prior to January 1, 1994, these zones were known as Special Studies Zones)

around the surface traces of active faults that pose a risk of surface ground rupture and to issue appropriate maps in order to mitigate the hazard of surface faulting to structures for human occupancy.

According to the fault hazard investigation (**Appendix 5.0**) prepared by Soils Southwest (2018a), the western portion of the property is located on a dormant fault or traces of a fault running north–south. Based on information published by the California Department of Conservation, Soils Southwest determined that the site is not situated within an Earthquake Fault Zone for fault rupture hazard and the site soils are considered non-susceptible to soil liquefaction in the event of a strong motion earthquake. No faulting or related features that could impact the proposed development were identified in the study. Additionally, the proposed project would be designed in accordance with California Building Code (CBC) requirements that address structural seismic safety. The proposed project would comply with the CBC, which includes design criteria for seismic loading and other geologic hazards, including design criteria for geologically induced loading that govern sizing of structural members and provide calculation methods to assist in the design process. Thus, while shaking impacts would be potentially damaging, they would also tend to be reduced in their structural effects due to CBC criteria that recognize this potential. The CBC includes provisions for buildings to structurally survive an earthquake without collapsing and includes measures such as anchoring to the foundation and structural frame design. Moreover, implementation of mitigation measure **GEO-1** would further reduce impacts. Therefore, this impact would be **less than significant with mitigation incorporated**.

ii) **Less Than Significant Impact with Mitigation Incorporated.** Southern California has numerous active seismic faults subjecting people to potential earthquake and seismic-related hazards. Seismic activity poses two types of potential hazards for people and structures, categorized either as primary or secondary hazards. Primary hazards include ground rupture, ground shaking, ground displacement, subsidence, and uplift from earth movement. Primary hazards can also induce secondary hazards such as ground failure (lurch cracking, lateral spreading, and slope failure), liquefaction, water waves (seiches), movement on nearby faults (sympathetic fault movement), dam failure, and fires.

According to the fault hazard investigation (**Appendix 5.0**) prepared by Soils Southwest (2018a), the primary geologic hazard that exists at the site is ground shaking. The strength of earthquake-induced ground shaking is commonly measured as maximum or peak ground acceleration. Acceleration is defined as the time rate of change of velocity of a referenced point during an earthquake, commonly expressed in percentage of gravity. Its value at a particular site is a function of many factors, including but not limited to earthquake magnitude, distance to causative earthquake, various seismic-source parameters, site location relative to direction of energy propagation, and geologic conditions at the site.

Considering the location of the site is approximately 2.0 miles away from the active Wildomar fault (Temecula segment of the Elsinore fault), the site is likely to experience moderate to strong ground shaking during the design life of the proposed development. The seismic hazard may either be primary or secondary, as described above. Although some structural damage is typically not avoidable during a large earthquake, the proposed project components would be constructed to meet existing construction ordinances and the CBC in order to protect against building collapse and major injury during a seismic event. The CBC includes design criteria for seismic loading and other geologic hazards, including design criteria for geologically induced loading that govern sizing of structural members and provide calculation methods to assist in the design process. Thus, while shaking impacts would be potentially damaging, they would also tend to be reduced in their structural effects due to CBC criteria that recognize this potential. The CBC includes provisions for buildings to structurally survive an earthquake without collapsing and includes measures such as anchoring to the foundation and structural frame design. In addition, the project applicant is required to incorporate the recommendations outlined in the geotechnical study prepared by Soils Southwest (**Appendix 5.0**). Additionally, implementation of mitigation measure **GEO-1**

would further minimize the potential for damage associated with strong seismic ground shaking and will reduce this impact to **less than significant with mitigation incorporated.**

iii) **Less Than Significant Impact.**

Liquefaction (Above Groundwater). Liquefaction of cohesionless soils can be caused by strong vibratory motion due to earthquakes. Liquefaction is characterized by a loss of shear strength in the affected soil layers, thereby causing the soils to behave as a viscous liquid. Susceptibility to liquefaction is based on geologic data. River channels and floodplains are considered most susceptible to liquefaction, while alluvial fans have a lower susceptibility. Depth to groundwater is another important element in an area's susceptibility to liquefaction. Groundwater less than 30 feet below the ground surface results in high to very high susceptibility to liquefaction, while greater depths to groundwater result in lower susceptibility. On-site testing didn't encounter groundwater at a depth of 40 feet below existing grade. The geotechnical investigation conducted by Soils Southwest (2018a) concluded that on-site conditions should be considered non-susceptible to seismically induced liquefaction. The rationale behind the conclusion is based on on-site conditions, which include very dense gravelly soils or granitic bedrock, neither of which is known to have high liquefaction potential. As such, based on the conclusions presented in the geotechnical report, impacts associated with liquefaction are considered **less than significant**.

Groundwater. Groundwater was not encountered within the maximum 40-foot depth explored, and the presence of shallow-depth groundwater is not expected. Fluctuations in groundwater levels can occur due to seasonal variations in the amount of rainfall, runoff, altered natural drainage paths, and other factors that are not evident at this time. The geotechnical investigation concluded that on-site conditions should not result in seismic-related ground failure. Impacts are considered **less than significant**.

iv) **Less Than Significant Impact.** The proposed project is not expected to expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death from landslides. Although the project site is located in an area of high seismic activity, the site grading will include cuts and engineered fill soils placement for the planned development, which make the potential for seismically induced landslides remote. Final study will determine if there is a need for any engineering treatments, but the possibility is unlikely because of the site grading and engineered fill soils placement. Therefore, a **less than significant impact** would occur.

b) **Less Than Significant Impact with Mitigation Incorporated**. Soil erosion may result during construction of the proposed project, as grading and construction can loosen surface soils and make soils susceptible to the effects of wind and water movement across the surface. The City routinely requires the submittal of detailed erosion control plans with any grading plans. Additionally, construction activities related to the proposed project would be subject to compliance with the CBC. Compliance measures may include but are not limited to covering of the soil, use of a dust-inhibiting material, landscaping, use of straw and jute, hydroseeding, and grading in a pattern than slows stormwater flow and reduces the potential for erosion. Additionally, since this project involves clearing, grading, or excavation that causes soil disturbance of 1 or more acres, it is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) State General Permit (Order No. R8-2010-0033). Further, the project would be required to prepare and comply with an approved stormwater pollution prevention plan (SWPPP) that provides a schedule for the implementation and maintenance of erosion control measures and a description of the erosion control practices, including appropriate design details and a time schedule. The SWPPP would consider the full range of erosion control best management practices (BMPs), including any additional site-specific and seasonal conditions. The State General Permit also requires that those implementing SWPPPs meet prerequisite qualifications that would demonstrate the skills, knowledge, and experience necessary to implement such plans. NPDES requirements would significantly reduce the potential for substantial erosion or topsoil loss to occur in association with new development. Additionally,

as part of the approval process, prior to grading plan approval, the project applicant will be required to comply with Wildomar Municipal Code Chapter 13.12, Stormwater Drainage System Protection, which establishes requirements for stormwater and non-stormwater quality discharge and control that requires new development or redevelopment projects to control stormwater runoff by implementing appropriate BMPs to prevent the deterioration of water quality. The displacement of soil through cut and fill will be controlled by Chapter 33 of the 2016 California Building Code relating to grading and excavation, other applicable building regulations, and standard construction techniques. Therefore, there will be no significant impact.

As part of the approval process, prior to grading plan approval, the project applicant will be required to comply with Chapter 13.12, Stormwater and Drainage System Protection, of the Wildomar Municipal Code. Water quality features intended to reduce construction-related erosion impacts will be clearly denoted on the grading plans for implementation by the construction contractor. For a discussion of erosion and runoff impact post-construction, see subsection 9, Hydrology and Water Quality.

Compliance with the CBC and the NPDES would minimize effects from erosion. Additionally, compliance with Wildomar Municipal Code Chapter 13.12 and NPDES requirements would result in less than significant impacts related to soil erosion. Lastly, implementation of mitigation measure **GEO-1** will further reduce this impact to a **less than significant level with mitigation incorporated**.

c) **Less Than Significant Impact with Mitigation Incorporated**. See Issues a.iii) and a.iv). As discussed in Issue a.iv), the project site is not at risk for landslide, collapse, or rockfall. Implementation of mitigation measure **GEO-1,** which includes the requirement to adhere to the recommendations outlined in the reports prepared by Soils Southwest (**Appendix 5.0**), would minimize the potential for damage and safety hazards associated with ground failure such as lateral spreading, subsidence, liquefaction, and collapse. Additionally, the CBC and other related construction standards apply seismic requirements and address certain grading activities. The CBC includes common engineering practices requiring special design and construction methods that reduce or eliminate potential expansive soils-related impacts. These methods are project-specific but can include over-excavation of foundations, import of more stable material, positive drainage systems, or changes in structure design. Compliance with CBC regulations would ensure the adequate design and construction of building foundations to resist soil movement. Implementation of mitigation measure **GEO-1** and adherence to the CBC requirements would reduce impacts to **less than significant with mitigation incorporated.**

d) **Less Than Significant Impact**. Expansive soils contain significant amounts of clay particles that swell considerably when wetted and shrink when dried. Foundations constructed on these soils are subjected to large uplifting forces caused by the swelling. Without proper measures taken, heaving and cracking of both building foundations and slabs-on-grade could result. Based on the geotechnical study conducted by Soils Southwest (2018a; **Appendix 5.0**), the soils encountered at the project site primarily consist of upper dry, loose and compressible, grayish brown, silty fine to medium coarse gravelly sand with minor rock fragments and rocks, overlying deposits of medium to very gravelly sand of decomposed granitic origin. Site soils are expected to be non-expansive or “very low” in expansive characteristics, according to the soils classification and laboratory testing conducted. Therefore, because the proposed project will not be located on expansive soils, it will not create substantial risks to life or property. Impacts would be considered **less than significant**.

e) **No Impact**. The project does not propose the use or construction of septic tanks or an alternative wastewater disposal system. Therefore, **no impact** would occur.

STANDARD CONDITIONS AND REQUIREMENTS

1. The project shall comply with the California Building Code and Wildomar Municipal Code Chapter 13.12, Stormwater Drainage System Protection.

MITIGATION MEASURES

GEO-1 The project applicant shall incorporate the recommendations of the preliminary geotechnical/geological engineering study prepared by Soils Southwest (2018a; **Appendix 5.0**) into project plans related to the proposed project. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Code. A licensed professional engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist. All plans will be subject to the approval of the City Engineer.

Timing/Implementation: *Prior to any ground-disturbing construction activities*

Enforcement/Monitoring: *City of Wildomar Planning Department and Building and Safety Department*

7. Greenhouse Gas Emissions

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

DISCUSSION

a) **Less Than Significant Impact**. Construction and operation of the proposed project would generate greenhouse gas (GHG) emissions, with the majority of energy consumption and the associated generation of GHG emissions occurring during the project's operation (as opposed to during its construction). During project construction, GHGs would be emitted by construction equipment and by worker and vendor vehicles, all of which typically use fossil fuels to operate. The combustion of these fuels creates GHG emissions such as carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O). Furthermore, CH_4 is emitted during the fueling of heavy equipment. Operational activities associated with the proposed project will result in emissions of CO_2, CH_4, and N_2O from the following primary sources: area source emissions; energy source emissions; mobile source emissions; solid waste; and water supply, treatment, and distribution.

Energy source GHG emissions are emitted from buildings as a result of activities for which electricity and natural gas are typically used as energy sources. Combustion of any type of fuel emits CO_2 and other GHG emissions directly into the atmosphere; these emissions are considered direct emissions associated with a building. GHGs are also emitted during the generation of electricity from fossil fuels; these emissions are considered to be indirect emissions.

GHG emissions would also result from mobile sources associated with the project. These mobile source emissions will result from the typical daily operation of motor vehicles by visitors, employees, and residents. Project mobile source emissions are dependent on overall daily vehicle trip generation.

Residential land use and business park uses, including the proposed four-story hotel, would result in the generation and disposal of solid waste. A large percentage of this waste would be diverted from landfills through a variety of means, such as reducing the amount of waste generated, recycling, and/or composting. The remainder of the waste not diverted will be disposed of at a landfill. GHG emissions from landfills are associated with the anaerobic breakdown of material.

Indirect GHG emissions result from the production of electricity used to convey, treat, and distribute water and wastewater. The amount of electricity required to convey, treat, and distribute water depends on the volume of water as well as the sources of the water. Unless otherwise noted, California Emissions Estimator Model (CalEEMod) default parameters were used in this analysis.

Per SCAQMD guidance, a threshold of 3,000 metric tons of carbon dioxide equivalent (CO_2e) per year is used to assess the significance of greenhouse gases. Emissions resulting from implementation of the proposed project were quantified and the quantified emissions compared with the SCAQMD greenhouse gas threshold. The anticipated GHG emissions during project construction and operation are shown in

Table 7-1. The calculation of Project-related emissions shown in **Table 7-1** is based upon the following assumptions, which are included within the Project site design and/or required by existing policies and regulations, including: (1) the incorporation of low-flow fixtures that would reduce indoor water demand by 20% per CalGreen Standards, the use of water-efficient landscaping practices onsite, conformance with recycling programs that reduce waste to landfills by a minimum of 75% pursuant to AB 341, the use of high efficiency LED lighting, the provision of sidewalks to encourage pedestrian connections, and the installation of ENERGY STAR-compliance appliances. The Project also includes the planting of approximately 511 new trees, resulting in a carbon sequestration emission reduction of 361.79 metric tons over the trees' lifetimes, or an amortized reduction of 18.09 metric tons per year.

Per this table, GHG emissions projected to result from both construction (amortized over 30 years) and operation of the proposed project would not exceed the SCAQMD greenhouse gas threshold of 3,000 metric tons of CO_2e per year, and is thus in compliance with the reduction goals of AB 32 and SB 32, and the WRCOG Subregional CAP (see further analysis below, under (b), regarding consistency with plans and policies). The impact is therefore considered **less than significant**.

Table 7-1
Project-Related Greenhouse Gas Emissions (Metric Tons per Year)

Emissions Source	Bio-CO_2	Bio-CO_2	CO_2	CH_4	N_2O	CO_2e
Area Sources	0.00	18.64	18.64	0.00	0.00	18.78
Energy Usage	0.00	1,129.48	1,129.48	0.04	0.01	1,134.43
Mobile Sources	0.00	1,603.12	1,603.12	0.12	0.00	1,606.19
Solid Waste	12.61	0.00	12.61	0.75	0.00	31.25
Water and Wastewater	5.68	87.46	93.14	0.59	0.01	112.15
Construction	0.00	27.68	27.68	0.00	0.00	27.89
Sequestration						-18.09
Total Emissions	18.29	2,866.37	2,866.66	1.50	0.03	2,912.59
SCAQMD Screening Threshold						3,000.00
Exceed Threshold?						No

Source: Kunzman Associates 2018a. See **Appendix 1.0** for modeling details.

b) **Less Than Significant Impact**. Assembly Bill (AB) 32 is the legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020. In addition, two Executive Orders, California Executive Order S-03-05 (2005) and California Executive Order B-30-15 (2015), highlight GHG emissions reduction targets, though such targets have not been adopted by the State. Executive Order S-03-05 seeks to achieve a reduction of GHG emissions of 80 percent below 1990 levels by 2050, and Executive Order B-30-15 seeks to achieve a reduction of GHG emissions of 40 percent below 1990 levels by 2030. The State-led GHG reduction measures, such as the Low Carbon Fuel Standard and the Renewables Portfolio Standard, are largely driven by the AB 32 Scoping Plan.

SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), which establishes long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. As identified in **Table 7-1**, mobile-source emissions are the most potent contributor of GHG emissions with the proposed project.

The RTP/SCS sets forth a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce GHG emissions from transportation (excluding goods movement). The RTP/SCS is meant to provide individual jurisdictions with growth strategies that, when taken together, achieve the regional GHG emissions reduction targets. Specifically, the SCS distributes growth forecast data to transportation analysis zones for the purpose of modeling performance. The growth and land use assumptions for the SCS are to be adopted at the jurisdiction level. For Wildomar, the SCS's Growth Forecast assumes 10,000 households and 3,400 jobs in 2008, anticipates 13,000 households and 5,900 jobs in 2020, and projects 16,800 households and 9,300 jobs in 2035. Accordingly, the population that would be generated as a result of the project is within this anticipated growth. The proposed project's consistency with the applicable RTP/SCS goals is analyzed in detail in **Table 7-2**.

Table 7-2
Consistency with SCAG's
Regional Transportation Plan/Sustainable Communities Strategy Goals

SCAG Goals	Compliance with Goal
Goal 1: Align the plan investments and policies with improving regional economic development and competitiveness.	Not Applicable: This is not a project-specific policy and is therefore not applicable.
Goal 2: Maximize mobility and accessibility for all people and goods in the region.	Consistent: Improvements to the transportation network in Wildomar are developed and maintained to meet the needs of local and regional transportation and to ensure efficient mobility. A number of regional and local plans and programs are used to guide development and maintenance of transportation networks, including but not limited to: • Riverside County Congestion Management Program • Caltrans Traffic Impact Studies Guidelines • Caltrans Highway Capacity Manual • SCAG RTP/SCS The Monte Vista Project is consistent with the City's local plans and programs as they relate to transportation network improvements. Further, a traffic impact analysis for the proposed Project was completed to ensure that the Project would not adversely impact efficiency, use and maintenance of the local transportation network.
Goal 3: Ensure travel safety and reliability for all people and goods in the region.	Consistent: All modes of transit in Wildomar are required to follow safety standards set by corresponding regulatory documents. Pedestrian walkways and bicycle routes must follow safety precautions and standards established by local (e.g., City of Wildomar, County of Riverside) and regional (e.g., SCAG, Caltrans) agencies. Roadways for motorists must follow safety standards established for the local and regional plans. The Monte Vista Project is consistent with all local and state standards for design of pedestrian, alternative modes, and vehicle traffic facilities.

SCAG Goals	Compliance with Goal
Goal 4: Preserve and ensure a sustainable regional transportation system.	Consistent: All new roadway developments and improvements to the existing transportation network must be assessed with some level of traffic analysis (e.g., traffic assessments, traffic impact studies) to determine how the developments would impact existing traffic capacities and to determine the needs for improving future traffic capacities. A traffic impact analysis for the proposed Project was completed, and its findings and determinations incorporated into this Mitigated Negative Declaration.
Goal 5: Maximize the productivity of our transportation system.	Consistent: The local and regional transportation system would be improved and maintained to encourage efficiency and productivity. The City's Public Works Department oversees the improvement and maintenance of all aspects of the public right-of-way on an as-needed basis. The City also strives to maximize productivity of the region's public transportation system (i.e., bus, bicycle) for residents, visitors, and workers coming into and out of Wildomar. The Monte Vista Project is consistent with the City's local plans and programs as they relate to transportation network improvements. Further, a traffic impact analysis for the proposed Project was completed to ensure that the Project would not adversely impact efficiency, use and maintenance of the local transportation network.
Goal 6: Protect the environment and health of our residents by improving air quality and encouraging active transportation (e.g., bicycling and walking).	Consistent: The reduction of energy use, improvement of air quality, and promotion of more environmentally sustainable development are encouraged through the development of alternative transportation methods, green design techniques for buildings, and other energy-reducing techniques. For example, development projects are required to comply with the provisions of the California Building and Energy Efficiency Standards and the Green Building Standards Code (CALGreen). The City also strives to maximize the protection of the environment and improvement of air quality by encouraging and improving the use of the region's public transportation system (i.e., bus, bicycle) for residents, visitors, and workers coming into and out of Wildomar.
Goal 7: Actively encourage and create incentives for energy efficiency, where possible.	Not Applicable: This is not a project-specific policy and is therefore not applicable
Goal 8: Encourage land use and growth patterns that facilitate transit and non-motorized transportation.	Consistent: See response to RTP/SCS Goal 6.
Goal 9: Maximize the security of the transportation system through improved system monitoring, rapid recovery	Consistent: The City of Wildomar monitors existing and newly constructed roadways and transit routes to determine the adequacy and safety of these systems. Other local and regional agencies (i.e., Riverside County Transportation Department,

SCAG Goals	Compliance with Goal
planning, and coordination with other security agencies.	Caltrans, SCAG) work with the City to manage these systems. Security situations involving roadways and evacuations would be addressed in the County of Riverside's emergency management plans (e.g., Riverside County Operational Area Emergency Operations Plan) developed in accordance with the state and federal mandated emergency management regulations.

The proposed project is not regionally significant per CEQA Guidelines Section 15206 and as such would not conflict with the SCAG RTP/SCS and associated GHG reduction targets for the year 2020 or year 2035, since those targets were established and are applicable on a regional level. In addition, as shown in **Table 7-2**, the project does not conflict with the stated goals of the RTP/SCS. For these reasons, the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the 2016 RTP/SCS to achieve the greenhouse gas reduction goals and strategies for passenger vehicles.

In addition to its consistency with the 2016 RTP/SCS, the project would also be consistent with the Western Regional Council of Governments (WRCOG) (2014) Subregional Climate Action Plan (CAP). Though the CAP has not been formally adopted by the City, Wildomar is a member agency of WRCOG, which coordinated a subregional climate action plan process on behalf of its member agencies. Wildomar is a CAP participating agency. The WRCOG CAP establishes a community-wide emissions reduction target of 15 percent below 2010 levels by the year 2020, following guidance from CARB and the Governor's Office of Planning and Research. CARB and the California Attorney General have determined this approach to be consistent with the statewide AB 32 goal of reducing emissions to 1990 levels by the year 2020. Progress toward achieving the 2020 emissions reduction target will be monitored over time through preparation of an annual memorandum documenting program implementation and performance. Following each annual report, WRCOG and the participating jurisdictions may adjust or otherwise modify the strategies to achieve the reductions needed to reach the target. No aspect of the proposed project would conflict with or inhibit the City of Wildomar's commitment to its GHG-reducing measures under the WRCOG Subregional Climate Action Plan.

The reduction measures proposed in the CAP build on inventory results and key opportunities prioritized by city staff, other member agencies of WRCOG, and members of the public. The strategies in the CAP consist of measures that identify the steps needed to support reductions in GHG emissions. These reductions will be achieved through a mix of voluntary programs and new strategic standards. All standards presented in the CAP respond to the needs of development, avoiding unnecessary regulation, streamlining new development, and achieving more efficient use of resources.

The project is consistent with the GHG inventory in the Subregional Climate Action Plan. Both the existing and the projected GHG inventory contained in the CAP were derived based on the land use designations and associated densities defined in the City's General Plan. The proposed project would not exceed the population densities assumed in the GHG inventory contained in the CAP. For the reasons described above, this impact would be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

8. Hazards and Hazardous Materials

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment?			✓	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area?				✓
f) For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?			✓	
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?		✓		

DISCUSSION

A Phase I Environmental Site Assessment (ESA) was prepared for the project site by Soils Southwest (2018b) (**Appendix 7.0**). The Phase I ESA consists of historical property use research, a regulatory agency records search, and site reconnaissance to identify potential recognized environmental conditions on the project site.

a, b) **Less Than Significant Impact**. Development of the proposed project would involve construction activities that could result in the transport, use, and disposal of hazardous materials such as gasoline fuels,

asphalt, lubricants, toxic solvents, pesticides, and herbicides. The transport, use, and disposal of these materials could pose a potential hazard to the public and the environment.

The project proposes residential development, consisting of 80 detached single-family homes, a business park component, that would include a four-story hotel. Typically, residential development is not expected to involve the routine transport, use, or disposal of hazardous materials in significant quantities. Generally, the exposure of persons to hazardous materials could occur through improper handling or use of hazardous materials or hazardous wastes during construction or operation, particularly by untrained personnel, an accident during transport, environmentally unsound disposal methods, or fire, explosion, or other emergencies.

The proposed project would be required to comply with all applicable local, state, and federal regulations during project construction and operation. The Riverside County Department of Environmental Health is the Certified Unified Program Agency (CUPA) for Riverside County and is responsible for consolidating, coordinating, and making consistent the administrative requirements, permits, inspections, and enforcement activities of state standards regarding the transportation, use, and disposal of hazardous materials in Riverside County, including Wildomar.

While the risk of exposure to hazardous materials cannot be eliminated, adherence to existing regulations would ensure compliance with safety standards related to the use and storage of hazardous materials and with the safety procedures mandated by applicable federal, state, and local laws and regulations. Compliance with these regulations would ensure that risks resulting from the routine transportation, use, storage, or disposal of hazardous materials or hazardous wastes associated with implementation of the proposed project would be **less than significant**.

c) **Less Than Significant Impact**. Cornerstone Christian School is located approximately 0.1 miles from the proposed project site. The project is a residential and business park development and is not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials. This project involves a change of zone to Industrial Park (I-P) and uses allowed in that zone could potentially involve hazardous materials. However, a discretionary plot plan approval is required for all uses in the I-P zone, and CEQA review of those potential future uses would be conducted at that time. Impacts are anticipated to be **less than significant**.

d) **Less Than Significant Impact**. The project site is not included on a list of hazardous materials sites compiled by the California Department of Toxic Substances Control (DTSC) or the State Water Resources Control Board (SWRCB) pursuant to Government Code Section 65962.5 as of June 2018 (DTSC 2018; SWRCB 2018). The project site is not known or anticipated to have been contaminated with hazardous materials, and no hazardous material storage facilities are known to exist on-site.

The Phase I ESA identified four hazardous materials sites within 1 mile of the project site. The properties listed in **Table 8-1** are known to be associated with the use and/or storage of hazardous materials or petroleum hydrocarbons.

Table 8-1
Hazardous Materials Sites

Site/Facility Name	Address	Distance from Project Site	Cleanup Status	Associated Project Impacts
Riverside County Dept. of Waste Resources	22800 Bundy Canyon Road	0.25 miles NNE	Closed	None
Elementary School No. 15	La Estrella Road, George Porras Road	0.75 miles SE	No Action Required	None
Donald Graham Medical Therapy Unit	35450 Frederick Street	0.75 miles SSE	No Action Required	None
Adan Alberto Ruis	22331 Walnut Street	0.25 miles WSW	N/A	None

Source: Soils Southwest 2018b

According to the Phase I ESA (Soils Southwest 2018b), there are no records of unauthorized releases or violations associated with these sites. Therefore, impacts are considered **less than significant**.

e) **No Impact**. The project site is not located within any airport land use plan. The closest public airport is French Valley Airport, approximately 9.6 miles southeast of the project site. Given the distance and because the project is not in the airport land use plan area for French Valley Airport, there is **no impact**.

f) **Less Than Significant Impact**. The project site is in the vicinity of Skylark Field, a private airstrip located at the south end of Lake Elsinore, approximately 3 miles northwest of the project site. Skylark Field is used primarily by skydiving aircraft, which commonly drop parachutists into the nearby back-bay area south of the lake. The airport is also used for gliding and other recreational uses. As shown in Figure 2, Skylark Airfield Area of Influence, of the Wildomar General Plan, the proposed project site is outside of the area of influence. Therefore, any impacts would be **less than significant**.

g) **Less Than Significant Impact**. Site access would be via the proposed street north of the proposed Monte Vista Business Park. Stairs are proposed off a proposed street on the southern portion of the site for access to Cornerstone Community Church. To ensure compliance with zoning, building, and fire codes, the project applicant is required to submit appropriate plans for plan review prior to the issuance of a building permit. Adherence to these requirements would ensure that the project would not have a significant impact on emergency response and evacuation plans. A **less than significant impact** would occur as a result of the proposed project.

h) **Less Than Significant Impact with Mitigation Incorporated**. California Government Code Chapter 6.8 directs the California Department of Forestry and Fire Protection (Cal Fire) to identify areas of very high fire hazard severity zones within Local Responsibility Areas (LRA). Mapping of the areas, referred to as Very High Fire Hazard Severity Zones (VHFHSZ), is based on data and models of potential fuels over a 30- to 50-year time horizon and their associated expected fire behavior and expected burn probabilities, which quantifies the likelihood and nature of vegetation fire exposure (including firebrands) to buildings. LRA VHFHSZ maps were initially developed in the mid-1990s and are now being updated based on improved science, mapping techniques, and data.

In 2008, the California Building Standards Commission adopted California Building Code Chapter 7A requiring new buildings in Very High Fire Hazard Severity Zones to use ignition-resistant construction methods and materials. These codes include provisions to improve the ignition resistance of buildings, especially from firebrands.

The eastern and western portions of Wildomar, including the project site, have been designated Very High Fire Hazard Severity Zones. Therefore, development on the project site would be subject to compliance with the 2016 California Building Code (or the most current version) and the 2016 edition of the California Fire Code (Part 9 of Title 24 of the California Code of Regulations, which includes Section 4905.2, Construction Methods and Requirements within Established Limits). Fire Code Chapter 49 cites specific requirements for wildland-urban interface areas that include, but are not limited to, providing defensible space and hazardous vegetation and fuel management. Wildomar is covered under the Riverside County Operational Area Emergency Operations Plan (2006) and the Riverside County Operation Area Multi-Jurisdictional Local Hazard Mitigation Plan (2012). These plans provide guidance to effectively respond to any emergency, including wildfires. In addition, all proposed construction would be required to meet minimum standards for fire safety. Implementation of these plans and policies in conjunction with compliance with the Fire Code would minimize the risk of loss due to wildfires.

Considering the existing emergency plans, the project site's location in a VHFHSZ will not result in any significant exposure of individuals or structures to the threat of wildfire. In order to reduce impacts to wildfire hazards to a less than significant level, mitigation measures **HAZ-1** and **HAZ-2** require conformance with the California Building Code and Fire Code. Therefore, impacts are considered **less than significant with mitigation incorporated**.

STANDARD CONDITIONS AND REQUIREMENTS

1. Compliance with the 2016 California Building Code (or most current version) and the 2016 edition of the California Fire Code (Part 9 of Title 24 of the California Code of Regulations).
2. Adherence to California Fire Code Chapter 49, which cites specific requirements for wildland-urban interface areas.

MITIGATION MEASURES

HAZ-1 Prior to the issuance of building permits, the project applicant shall demonstrate, to the satisfaction of the City Building Official and the Riverside County Fire Chief, compliance with the 2016 California Building Code (or the most recent edition) (Part 2 of Title 24 of the California Code of Regulations) and the 2016 California Fire Code (or the most recent edition) (Part 9 of Title 24 of the California Code of Regulations), including those regulations pertaining to materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code and California Residential Code (or most recent edition); specifically California Building Code Chapter 7A; California Residential Code Section R327; California Residential Code Section R337; California Referenced Standards Code Chapter 12-7A; and California Fire Code Chapter 49.

Timing/Implementation: *Prior to issuance of building permits*

Enforcement/Monitoring: *City of Wildomar Building Department and Riverside County Fire Department*

HAZ-2 Prior to the issuance of a certificate of occupancy, the applicant shall demonstrate, to the satisfaction of the City Building Official and the County Fire Chief, compliance with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182.

Timing/Implementation: *Prior to issuance of certificate of occupancy*

Enforcement/Monitoring: *City of Wildomar Building Department and Riverside County Fire Department*

9. Hydrology and Water Quality

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			✓	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			✓	
f) Otherwise substantially degrade water quality?			✓	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j) Inundation by seiche, tsunami, or mudflow?				✓

REN Civil Engineering prepared a preliminary Water Quality Management Plan (WQMP) (2018a) (**Appendix 9.0**) and a Tentative Hydrology Study (2018b) (**Appendix 8.0**) for the proposed project.

DISCUSSION

a, e, f) **Less Than Significant Impact.** Wildomar Municipal Code Section 13.12.050 requires development to comply with a Municipal Separate Storm Sewer System (MS4) Permit from the San Diego Regional Water Quality Control Board. Section F.1 of the MS4 permit specifies requirements for new developments, and Section F.1.D details the requirements for standard stormwater mitigation plans (also known as water quality management plans). The WQMP for the proposed project is included in **Appendix 9.0** to this IS/MND. The MS4 permit imposes pollution prevention requirements on planned developments, construction sites, commercial and industrial businesses, municipal facilities and activities, and residential activities. Even though Wildomar is split by two watersheds (Santa Ana and Santa Margarita) that affect some of the properties in the city, the entire city is governed by the MS4 permit for the Santa Margarita region. The project site is not one of the properties split by the jurisdictional boundaries between the Santa Ana and Santa Margarita watersheds. The project site drains entirely into the Santa Margarita watershed.

The Santa Margarita watershed drains the southwest portion of Riverside County, including areas of Menifee, Murrieta, and Wildomar, unincorporated Riverside County, and all of Temecula. Stormwater runoff from these areas collects into Murrieta and Temecula creeks and combines to form the Santa Margarita River in Temecula. The Santa Margarita River flows through the "gorge" and into San Diego County, where it flows past Camp Pendleton into Santa Margarita Lagoon at the Pacific Ocean. The Santa Margarita region is the portion of the watershed in Riverside County.

CONSTRUCTION

Construction activities associated with development of the proposed project will involve site grading, excavation, and disturbance of the existing vegetation cover and soil. Intense rainfall and associated stormwater runoff during construction activities could result in erosion in areas of exposed or stockpiled soils. If uncontrolled, these soil materials would flow off the site and into the storm drainage system. Pollutants of concern include trash/debris, oxygen-demanding substances, oil and grease, pesticides, and bacteria and viruses. The project site does not contain any known legacy pollutants or hazardous substances above applicable regulatory standards (see subsection 8, Hazards and Hazardous Materials, and **Appendix 7.0**).

To minimize the potential for contamination of stormwater during construction, a stormwater pollution prevention plan (SWPPP) is required as part of the grading permit submittal package. The SWPPP will incorporate a series of specific measures that will be included in the construction process to address erosion, accidental spills, and the quality of stormwater runoff.

The best management practices that must be implemented as part of a SWPPP can be grouped into two major categories: (1) erosion and sediment control BMPs, and (2) non-stormwater management and materials management BMPs. Erosion and sediment control BMPs fall into four main subcategories: erosion controls, sediment controls, wind erosion controls, and tracking controls.

Erosion controls include practices to stabilize soil, to protect the soil in its existing location, and to prevent soil particles from migrating. Examples of erosion control BMPs are preserving existing vegetation, mulching, and hydroseeding. Sediment controls are practices to collect soil particles after they have migrated, but before the sediment leaves the site. Examples of sediment control BMPs are street sweeping, fiber rolls, silt fencing, gravel bags, sand bags, storm drain inlet protection, sediment traps, and detention basins. Wind erosion controls prevent soil particles from leaving the site in the air. Examples of

wind erosion control BMPs include applying water or other dust suppressants to exposed soils on the site. Tracking controls prevent sediment from being tracked off-site via vehicles leaving the site to the extent practicable. A stabilized construction entrance not only limits the access points to the construction site but also functions to partially remove sediment from vehicles prior to leaving the site.

Non-stormwater management and material management controls reduce non-sediment-related pollutants from potentially leaving the construction site to the extent practicable. The Construction General Permit prohibits the discharge of materials other than stormwater and authorized non-stormwater discharges (such as irrigation and pipe flushing and testing). Non-stormwater BMPs tend to be management practices with the purpose of preventing stormwater from coming into contact with potential pollutants. Examples of non-stormwater BMPs include preventing illicit discharges and implementing good practices for vehicle and equipment maintenance, cleaning, and fueling operations, such as using drip pans under vehicles. Waste and materials management BMPs include implementing practices and procedures to prevent pollution from materials used on construction sites. Examples of materials management BMPs include:

- Good housekeeping activities such as the storing of materials covered and elevated off the ground, in a central location.
- Securely locating portable toilets away from the storm drainage system and performing routine maintenance.
- Providing a central location for concrete washout and performing routine maintenance.
- Providing several dumpsters and trash cans throughout the construction site for litter/floatable management.
- Covering and/or containing stockpiled materials and overall good housekeeping on the site.

The Construction General Permit also requires that construction sites be inspected before and after storm events and every 24 hours during extended storm events. The purpose of the inspections is to identify maintenance requirements for the BMPs and to determine the effectiveness of the BMPs that are being implemented. The SWPPP is a "living document" and as such can be modified as construction activities progress. Additional requirements include compliance with post-construction standards focusing on low impact development (LID) and preparation of rain event action plans.

The SWRCB has also issued a Statewide General Permit (Water Quality Order R5-2008-0081, NPDES No. CAG995001) for dewatering and other low-threat discharges to surface waters in the state. Should construction of a project require dewatering, the project applicant would be required to submit a Notice of Intent, as well as a Best Management Practices Plan, to comply with the general permit. The BMP Plan would include disposal practices to ensure compliance with the general permit, such as the use of sediment basins or traps, dewatering tanks, or gravity or pressurized bag filters. Monitoring and reporting would also be performed to ensure compliance with the permit.

PROJECT OPERATION

The project site consists of four drainage areas—combined area A, B, C, area D, area E, and area F—totaling 43.6 acres. These drainage areas flow into three separate culverts and one channel. Combined area A, B, C flows into a 48-inch corrugated steel pipe (CSP) culvert, referred to as Culvert 1. The culvert inlet is located along the east of Monte Vista Drive, 700 feet south of the project site, and flows westerly under Interstate 15 (I-15). Area D flows into a 36-inch CSP culvert, referred to as Culvert 2. The culvert inlet is located along the east of Monte Vista Drive, 500 feet south of the project site, and flows westerly under I-15. Area E flows into a 48-inch CSP culvert, referred to as Culvert 3. The culvert inlet is located

along the east of Monte Vista Drive, 60 feet south of the project site, and flows westerly under the freeway. Area F flows into a concrete channel, referred to as Culvert 4. The channel inlet is located along the east of Monte Vista Drive within the northerly 200 feet of the project site and flows westerly under I-15. The project's on-site drainage system directs on-site drainage through BMP facilities that improve water quality. Existing on-site stormwater flows for a 100-year storm event are 61.38 cubic feet per second (cfs) for combined area A, B, C; 35.79 cfs for area D; and 26 cfs for area E. During project implementation, on-site stormwater flows are expected to decrease for 100-year storm events to 56.05 cfs for combined area A, B, C; increase to 40.32 cfs for area D, and increase to 32.2 cfs for area E. The incremental increase during 100-year storm events would not result in a substantial increase in stormwater flows beyond what the project currently conveys and would actually result in less flows (REN Civil Engineering 2018b; **Appendix 8.0**).

REN Civil Engineering (2018a) prepared a preliminary Water Quality Management Plan for the proposed project (see Appendix 9.0). A final WQMP will be prepared for the project if it is approved and will replace the preliminary WQMP. Based on the preliminary WQMP, the project site is tributary to the receiving waters listed in Table 9-1, which also identifies the designated beneficial uses associated with each of the receiving waters.

Table 9-1
Receiving Waters for Urban Runoff from Proposed Project – Santa Margarita Watershed

Receiving Waters	EPA-Approved 303(d) List Impairments	Designated Beneficial Uses	Proximity to RARE Beneficial Use
Murrieta Creek	Chlorpyrifos, copper, iron, manganese, nitrogen, phosphorus, toxicity	MUN, AGR, IND, PROC, REC-2, WARM, WILD	3.98 miles
Santa Margarita River Upper Reach	Phosphorus	MUN, AGR, IND, REC-1, REC-2, WARM, COLD, MILD & RARE	14.2 miles
Santa Margarita River Gorge	None	MUN, AGR, IND, REC-1, REC-2, WARM, COLD, MILD & RARE	23.5 miles
Santa Margarita River Lower	None	MUN, AGR, IND, PROC, REC-1, REC-2, WARM, COLD, MILD & RARE	30.4 miles
Santa Margarita River Camp Pendleton	None	MUN, AGR, IND, PROC, REC-1, REC-2, WARM, COLD, MILD & RARE	33.4 miles
Santa Margarita River Laguna	Eutrophic	REC-1, REC-2, EST, WILD, RARE, MAR, MIGR & SPAWN	42.9 miles
Pacific Ocean	None	IND, NAV, REC-1, REC-2, COMM, BIOL, WILD, RARE, MAR, AQUA, MIGR, SPAWN, SHELL	43.6 miles

Source: REN Civil Engineering 2018a

As listed in **Table 9-1**, beneficial uses include the following:

- Municipal and Domestic Supply (MUN) – Includes uses of water for community, military, or individual water supply systems including, but not limited to, drinking water supply.
- Agricultural Supply (AGR) – Includes uses of water for farming, horticulture, or ranching including, but not limited to, irrigation, stock watering, or support of vegetation for range grazing.
- Industrial Service Supply (IND) – Includes uses of water for industrial activities that do not depend primarily on water quality including, but not limited to, mining, cooling water supply, hydraulic conveyance, gravel washing, fire protection, or oil well repressurization.
- Industrial Process Supply (PROC) – Includes uses of water for industrial activities that depend primarily on water quality.
- Preservation of Biological Habitats of Special Significance (BIOL) – Includes uses of water that support designated areas or habitats, such as established refuges, parks, sanctuaries, ecological reserves, or Areas of Special Biological Significance, where the preservation or enhancement of natural resources requires special protection.
- Water Contact Recreation (REC-1) – Uses of water for recreational activities involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, swimming, wading, water-skiing, skin and scuba diving, surfing, whitewater activities, fishing, or use of natural hot springs.
- Non-Contact Water Recreation (REC-2) – Uses of water for recreational activities involving proximity to water, but not normally involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, picnicking, sunbathing, hiking, beachcombing, camping, boating, tide pool and marine life study, hunting, sightseeing, or aesthetic enjoyment in conjunction with the above activities.
- Warm Freshwater Habitat (WARM) – Includes uses of water that support warm water ecosystems including, but not limited to, preservation or enhancement of aquatic habitats, vegetation, fish or wildlife, including invertebrates.
- Cold Freshwater Habitat (COLD) – Includes uses of water that support cold water ecosystems including, but not limited to, preservation or enhancement of aquatic habitats, vegetation, fish or wildlife, including invertebrates.
- Wildlife Habitat (WILD) – Uses of water that support terrestrial ecosystems including, but not limited to, preservation and enhancement of terrestrial habitats, vegetation, wildlife (e.g., mammals, birds, reptiles, amphibians, invertebrates), or wildlife water and food sources.
- Rare, Threatened, or Endangered Species (RARE) – Includes uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

The WQMP identifies a series of specific permanent and operational source control best management practices to be incorporated into project design:

- Extended Detention Basin – Dry extended detention ponds (a.k.a. dry ponds, extended detention basins, detention ponds, extended detention ponds) are basins whose outlets have been designed to detain the stormwater runoff from a water quality design storm for some minimum time (e.g., 48 hours) to allow particles and associated pollutants to settle. Unlike wet ponds, these facilities

do not have a large permanent pool. They can also be used to provide flood control by including additional flood detention storage. Targeted constituents include sediment, nutrients, trash, metals, bacteria, oil and grease, and organics.

- Vegetated Swale – Vegetated swales are open, shallow channels with vegetation covering the side slopes and bottom that collect and slowly convey runoff flow to downstream discharge points. They are designed to treat runoff through filtering by the vegetation in the channel filtering through a subsoil matrix and/or infiltration into the underlying soils. Swales can be natural or man-made. They trap particulate pollutants (suspended solids and trace metals), promote infiltration, and reduce the flow velocity of stormwater runoff. Vegetated swales can serve as part of a stormwater drainage system and can replace curbs, gutters, and storm sewer systems.

Implementation of best management practices identified in the preliminary WQMP and compliance with existing state and local regulations would protect water quality and ensure compliance with applicable water quality standards. Therefore, impacts would be less than significant.

b) **Less Than Significant Impact**. The proposed project is in the area subject to the Elsinore Basin Groundwater Management Plan (EVMWD 2005). The plan addresses the hydrogeologic understanding of the Elsinore Basin, evaluates baseline conditions, identifies management issues and strategies, and defines and evaluates alternatives. The primary sources of groundwater recharge in the basin are listed in the plan as:

- Recharge from precipitation – Rainfall directly to the basin.
- Surface water infiltration – Recharge from infiltration of surface waters such as streams. The San Jacinto River is the major surface water inflow. Inflow from Lake Elsinore is considered negligible.
- Infiltration from land use – Direct surface recharge from application of water for irrigation.
- Infiltration from septic tanks – Infiltration in areas serviced by septic systems in the basin.

Murrieta Creek is the closest stream to the proposed project site and would be considered a source of recharge for the basin. The proposed project will not affect the creek's recharge capability, as it is outside the project boundaries.

Currently, the proposed site is largely permeable. However, with the exception of landscaped and water quality areas, the proposed project site will be covered by impervious surfaces such as buildings, parking areas, and drive aisles. The EVMWD imports water to ensure that significant overdraft of local groundwater supplies does not occur. Based on the EVMWD's (2015) Urban Water Management Plan, no adverse impacts to groundwater resources were forecast to occur from implementing the approved land uses in the project area anticipated as part of buildout of the Wildomar General Plan. The proposed project is consistent with the General Plan that was used by the EVMWD to prepare the Urban Water Management Plan. Therefore, impacts would be **less than significant**.

c, d) **Less Than Significant Impact**. The reader is referred to Issue b) in subsection 6, Geology and Soils, for further discussion of erosion. Surface water drainage would be controlled by building regulations, with the water directed toward existing streets, flood control channels, storm drains, and catch basins. The proposed drainage for the site would not channel runoff on exposed soils, would not direct flows over unvegetated soils, and would not otherwise increase the erosion or siltation potential of the site or any downstream areas. As discussed above, the proposed project is subject to NPDES requirements, including the countywide MS4 permit and compliance with the WQMP. Additionally, the project applicant is required to submit a SWPPP to reduce erosion and sedimentation of downstream watercourses during project construction. Further, the applicant would be required to prepare and submit a detailed erosion

control plan for City approval prior to obtaining a grading permit. Implementation of this plan is expected to address any erosion issues associated with proposed grading and site preparation. Although future development would create new impervious surfaces on the property, development associated with the proposed project would result in opportunities for landscaped areas to be utilized for stormwater retention.

The project site currently drains ultimately to Murrieta Creek to the south. While stormwater runoff is channeled into the stormwater system, the proposed project would not alter this general drainage pattern.

Furthermore, the required SWPPP for the project includes best management practices designed to prevent erosion both during and after construction (see Issue a, e, f) above). Therefore, the proposed project would not result in substantial erosion or siltation on- or off-site, and this impact would be **less than significant**.

g, h) **No Impact.** The project site is designated by the Federal Emergency Management Agency (FEMA) (2008) as Zone X, indicating minimal risk of flooding. Therefore, the project would not place housing or other structures within a 100-year flood hazard area and would not impede or redirect flood flows. **No impact** would occur.

i) **No Impact.** The County of Riverside identifies dam inundation hazard areas throughout the county. A review of records maintained at the California Office of Emergency Services provided potential failure inundation maps for 23 dams affecting Riverside County; these maps were compiled into geographic information system (GIS) digital coverage of potential dam inundation zones. The county's dam inundation zones are identified in Figure S-10 of the Wildomar General Plan. According to Figure S-10, the project site is not in any dam inundation hazard zones. In addition, the project is not in the vicinity of any levees. Therefore, **no impacts** are identified.

j) **No Impact**. The project site is not in an area that is subject to seiches, mudflows, or tsunamis due to the absence of any nearby bodies of water and mud/debris channels (see **Table 9-1**). As a result, **no impacts** are anticipated with implementation of the proposed project.

STANDARD CONDITIONS AND REQUIREMENTS

1. Wildomar Municipal Code Section 13.12.060 requires that new construction and renovation control stormwater runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City shall identify the best management practices (BMPs) that may be implemented to prevent such deterioration. BMPs are identified in the hydrology study (see **Appendix 8.0**).

MITIGATION MEASURES

None required.

10. Land Use and Planning

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				✓
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			✓	

DISCUSSION

a) **No Impact**. The project site is in an urbanized area characterized by a mix of land uses. The surrounding area includes both residential and commercial uses. Currently, the project site is vacant land zoned R-R (Rural Residential), and the project will include a rezone to R-1 (One-Family Dwellings) and I-P (Industrial Park). Development of the proposed project would be consistent with existing and planned development on surrounding properties and would not impede movement through the area. **No impact** is expected to occur with implementation of the proposed project.

b) **Less Than Significant Impact.** The proposed project will include a Change of Zone from R-R (Rural Residential) to R-1 (One-Family Dwelling) and I-P (Industrial Park). The zone change to R-1 will allow the development of 15.43 acres (77 total dwelling units) of single-family homes and the zone change to I-P will allow the development of 8.96 acres of commercial/business park area. The proposed zoning change would result in compatibility with the current General Plan land use designations for the site. The proposed project will result in a density of approximately 2.15 dwelling units per gross acre, which is consistent with the General Plan Medium Density Residential (MDR) density range of 2–5 dwelling units per acre. The MDR land use designation allows for development of conventional single-family detached houses and suburban subdivisions. The portion of the project site that to be developed for commercial/business park use is designated as such in the General Plan. The Business Park land use designation allows for employee-intensive uses, including research and development, technology centers, corporate and support office uses, "clean" industry, and supporting retail uses. General Plan Policy LU 22.1 states that the development of single- and multi-family residential units must be accommodated in areas appropriately designated by the General Plan and area plan land use maps. The proposed project would be compatible with this policy.

Additionally, as discussed in subsection 4, Biological Resources, the project would be required to comply with the provisions contained in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Compliance with the MSHCP would result in the project having no impact related to this issue area. No conflicts with the General Plan or Zoning Code have been identified. Impacts associated with the proposed project would be **less than significant**.

c) **Less Than Significant Impact.** The City of Wildomar participates in the MSHCP. The plan establishes areas of sensitivity considered Criteria Areas or Cells. Projects outside of these areas can proceed consistent with the provisions of CEQA and are subject to payment of an MSHCP Mitigation Fee. The MSHCP establishes procedures for the determination of sensitivity. The proposed project is subject to the MSHCP but is outside of any Criteria Area or Cell and will be required to pay the standard impact mitigation fee, refer to Issue f) in subsection 4, Biological Resources, for specific analysis related to habitat and MSHCP compliance. The proposed project will not conflict with any habitat conservation plan or natural community conservation plan, and any impacts would be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

1. Section 3.42.090 of the Wildomar Municipal Code requires the payment of MSHCP fees at the time of issuance of a building permit.
2. Section 3.44.060 requires the project applicant to pay Transportation Uniform Mitigation Fees, either when a certificate of occupancy is issued for the development project or upon final inspection (whichever comes first).
3. Section 3.44.060 requires that the applicant pay appropriate development impact fees prior to issuance of a certificate of occupancy for the development project.
4. As required by Section 3.43.070 of the Wildomar Municipal Code, the project applicant is required to submit fees to the City in accordance with the requirements of the Stephens' Kangaroo Rat Habitat Conservation Plan Mitigation Fee Area.

MITIGATION MEASURES

None required.

11. Mineral Resources

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

DISCUSSION

a) **No Impact.** Wildomar, including the proposed project site, is in an area designated as MRZ-3 in the Wildomar General Plan. The MRZ-3 zone includes areas where the available geologic information indicates that while mineral deposits are likely to exist, the significance of the deposit is undetermined. The General Plan Open Space-Mineral Resources (OS-MIN) land use designation allows mineral extraction and processing facilities, based on the applicable Surface Mining and Reclamation Act (SMARA) classification. Those land areas held in reserve for future mining activities are also designated OS-MIN. No areas within the city boundaries are designated as OS-MIN. Additionally, the proposed project site is not on parcels zoned Mineral Resources (M-R). Parcels in the M-R zone promote development associated with mining and quarrying activities that support the extraction of mineral resources. In addition to local regulations, all projects are required to comply with applicable state and federal regulations. As a result, **no impacts** are anticipated.

b) **No Impact.** There are no known locally important mineral resource recovery sites identified on the project site in the Wildomar General Plan or in a specific plan or other land use plan. As a result, **no impacts** are anticipated.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

12. Noise

Issues, would the project result in:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, exposure of people residing or working in the project area to excessive noise levels?				✓
f) For a project within the vicinity of a private airstrip, exposure of people residing or working in the project area to excessive noise levels?			✓	

SETTING

A Noise Impact Analysis was prepared by Kunzman Associates (2018b) (see **Appendix 10.0**). The analysis was prepared to evaluate the potential noise impacts and mitigation measures associated with the proposed project.

DISCUSSION

a, d) **Less Than Significant Impact with Mitigation Incorporated.** The City of Wildomar sets standards for allowable noise levels according to General Plan land use designations. These standards, contained in the Wildomar General Plan, are measured by equivalent continuous sound level (L_{eq}). L_{eq} is a method of describing sound levels that vary over time, resulting in a single decibel value that takes into account the total sound energy over a period of time of interest. The proposed project site is currently designated for residential use, allowing a maximum exterior noise level of 65 L_{eq} (10 minutes) from 7 a.m. to 10 p.m. and 45 L_{eq} (10 minutes) from 10 p.m. to 7 a.m., and a maximum interior noise level of 55 L_{eq} (10 minutes) from 7 a.m. to 10 p.m. and 40 L_{eq} (10 minutes) from 10 p.m. to 7 a.m. Although the proposed project includes a change in land use designation, the project will be consistent with surrounding uses. Therefore, the proposed project does not represent any significant change to the potential long-term noise levels of the area.

CONSTRUCTION NOISE

Construction-related, short-term noise levels would be higher than existing ambient noise levels in the project area but would no longer occur once construction of the project is completed. According to the Noise Impact Analysis prepared for the project, two types of short-term noise impacts could occur during construction on the project site.

First, construction crew commutes and the transport of construction equipment and materials to the site for the proposed project would incrementally increase noise levels on access roads leading to the site. There would be a relatively high single-event noise exposure potential at a maximum level of 55 decibels (dBA) with trucks passing at 50 feet. However, the projected construction traffic would be minimal when compared to the existing traffic volumes on Bundy Canyon Road, Monte Vista Drive, Baxter Road, and other affected streets; and the associated long-term noise level change would not be perceptible. Therefore, short-term construction-related worker commutes and equipment transport noise impacts would not be substantial.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building erection, and tenant improvements within the buildings. Noise levels associated with typical construction equipment are summarized in **Table 12-1.**

Table 12-1
Typical Construction Equipment Noise Levels

Equipment Description	Range of Maximum Sound Levels Measured (dBA at 50 feet)	Suggested Maximum Sound Levels for Analysis (dBA at 50 feet)
Rock Drills	83–99	96
Jackhammers	75–85	82
Pneumatic Tools	78–88	85
Pumps	74–84	80
Dozers	77–90	85
Scrapers	83–91	87
Haul Trucks	83–94	88
Cranes	79–86	82
Portable Generators	71–87	80
Rollers	75–82	80
Tractors	77–82	80
Front-End Loaders	77–90	86
Hydraulic Excavators	81–90	86
Graders	79–89	86
Air Compressors	76–89	86
Trucks	81–87	86

Source: Kunzman Associates 2018b
Note: Noise levels reported in this table are rounded to the nearest whole number.

According to the Noise Impact Analysis, the nearest noise-sensitive receptor to the project site, the existing church to the south and the single-family detached residences to the north, would experience short-term construction noise at a maximum level of 91 decibels. These calculations account for the maximum noise levels generated by scrapers, demolition, dozers, and heavy-duty trucks combined.

The Wildomar General Plan does not set decibel standards for temporary construction noise impacts. The General Plan contains four policies pertaining to temporary construction noise (Policies N 12.1 through 12.4), but those policies do not set decibel standards and generally require that the City make reasonable efforts to minimize temporary construction noise impacts on adjacent uses. Wildomar Municipal Code Chapter 9.48, Noise Regulation, contains noise standards, but Section 9.48.010 specifically states that the noise standards contained in the chapter are not thresholds of significance for the purposes of CEQA review. In addition, Section 9.48.020(I) states that sound emanating from private construction projects located within one-quarter of a mile from an inhabited dwelling are exempt from the noise standards contained in the noise ordinance, provided:

1. Construction does not occur between the hours of 6:00 p.m. and 6:00 a.m. during the months of June through September, and

2. Construction does not occur between the hours of 6:00 p.m. and 7:00 a.m. during the months of October through May.

To determine a threshold for construction noise, worker noise safety standards of other agencies were reviewed. The rationale is that if a maximum construction noise level is generally safe for construction workers who are exposed to the noise all day, then the noise level should be also be safe for adjacent residents who are typically farther from the noise source and exposed only briefly during the day. Noise standards from the California Department of Transportation (Caltrans), the American National Standards Institute (ANSI), the American Conference of Governmental Industrial Hygienists (ACGIH), the Federal Railroad Administration (FRA), and the California Department of Industrial Relations (DIR) were reviewed. Their limits are as follows:

- Caltrans Standard Specifications Section 14-8

  Do not exceed 86 dBA L_{max} (maximum instantaneous sound level) at 50 feet from the job site activities from 9 p.m. to 6 a.m.

- The American National Standards Institute

  A10.46-2007, Hearing Loss Prevention in Construction and Demolition Workers. Applies to all construction and demolition workers with potential noise exposures (continuous, intermittent, and impulse) of 85 dBA and above.

- Federal Railroad Administration

  The ACGIH has established exposure guidelines for occupational exposure to noise in its Threshold Limit Values (TLVs) (85 dBA PEL with a 3 dBA exchange rate).

- Federal Railroad Administration

  49 CFR 227, Occupational Noise Exposure for Railroad Operating Employees. Requires railroads to conduct noise monitoring and implement a hearing conservation program for employees whose exposure to cab noise equals or exceeds an 8-hour time-weighted-average of 85 dBA.

- California Department of Industrial Relations

  Employers shall make hearing protectors available to all employees exposed to an 8-hour time-weighted average of 85 decibels or greater at no cost to the employees. Hearing protectors shall be replaced as necessary. The DIR also establishes time-based exposure limits to different noise levels; however, the department's table starts at the 90 dBA level.

As shown above, these agencies seem to settle on 85 dBA as a reasonable threshold of noise exposure for construction workers. It should be noted that this threshold is based on worker protection, which assumes continuous exposure for the worker. Construction activities would be intermittent and temporary, and it is unlikely that a noise-sensitive receptor would be exposed to construction-related noise levels above 85 dBA continuously for the length of the project's construction. However, the City has determined that exposure of noise-sensitive receptors to construction noise levels above 85 dBA would result in a potentially significant impact.

According to the Noise Impact Analysis, the nearest noise-sensitive receptor to the project site, a church to the south, would experience short-term construction noise at a maximum level of 91 decibels. Noise from construction activities at the southern portion of the project site would be sporadic and limited during the construction period. City standards and guidelines requires that the construction contractor follow best management practices that include, but are not limited to, restricting grading and excavation activities to the hours of 6:00 a.m. to 6:00 p.m. on non-holiday Mondays through Fridays during the months of June through September and 7:00 a.m. to 6:00 p.m. during October through May. This ensures that the loudest construction activities occur outside of recognized weekend, holiday, sleeping, and rest time. Implementation of mitigation measure **NOI-1** would require that during all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer standards. Furthermore, solid noise barriers, with no holes or cracks, reaching from the ground surface to a height of six-feet will be constructed along residential backyards, further shielding adjacent uses from noise.

Compliance with mitigation measure **NOI-1** and the City's noise standards will ensure that noise levels are at or below the 85 dBA threshold; therefore, this impact is **less than significant with mitigation incorporated**.

b) **Less Than Significant Impact.** Increases in groundborne vibration levels attributable to the proposed project would be primarily associated with short-term construction-related activities. Construction on the project site would have the potential to result in varying degrees of temporary groundborne vibration, depending on the specific construction equipment used and the operations involved. The Wildomar General Plan does not set decibel standards for temporary construction noise impacts. The California Department of Transportation (Caltrans) and their Vibration Guidance Manual recommends a maximum vibration level standard of 0.2 in/sec PPV for the prevention of structural damage to typical residential buildings. Particle velocity or acceleration (measured in gravities) is used to describe vibration. PPV is the peak particle velocities.

As previously described, construction activities would require the use of off-road equipment such as tractors, jackhammers, and haul trucks. The use of major groundborne vibration–generating construction equipment, such as pile drivers, would not be needed for the project. The construction activities associated with the project are below the 0.2 in/sec PPV Caltrans standard, estimated at approximately 0.003 to 0.089 in/sec PPV. Therefore, impacts would be **less than significant**.

c) **Less Than Significant Impact.** The primary source of permanent noise associated with the proposed project would be traffic-related noise. In terms of on-site traffic noise, the Federal Highway Administration

(FHWA) highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate traffic-related noise conditions along roadways in the project vicinity.

Table 12-2 shows the traffic noise levels adjacent to roadway links in the project vicinity. These noise levels represent the worst-case scenario, which assumes that no shielding is provided between the traffic and the location where the noise contours are drawn (Kunzman 2018b). **Table 12-2** shows modeled existing traffic noise levels ranging between 64.4 through 77.3 dBA Community Noise Equivalent Level (CNEL) and modeled existing plus project traffic noise levels ranging between 66.6 through 77.4 dBA CNEL at 50 feet from the centerline of each modeled road segment. A substantial increase would require an increase of 3 dBA CNEL as well as either an existing exceedance of the land use compatibility standard or an increase in noise levels from below the 60 dBA CNEL standard to above the 60 dBA CNEL standard. The specific assumptions used in developing these noise levels and model printouts are contained in **Appendix 10.0**.

Table 12-2
Change in Existing Noise Levels along Roadways as a Result of the Project (CNEL)

Roadway	Segment	Modeled Noise Levels (CNEL) @ 50 Feet from Centerline			
		Existing without Project	Existing Plus Project	Change in Noise Level	Substantial Increase (>3)?
Bundy Canyon Road	West of I-15	76.4	76.4	0.04	No
	West of Monte Vista Drive	77.3	77.4	0.11	No
	East of Monte Vista Drive	76.5	76.6	0.03	No
Monte Vista Drive	South of Bundy Canyon Road	64.4	67.2	2.73	No
	North of Baxter Road	65.2	67.4	2.19	No
Baxter Road	West of I-15	71.0	71.2	0.16	No
	I-15 to Monte Vista Drive	65.7	66.9	1.24	No
	East of Monte Vista Drive	66.4	66.6	0.23	No

Source: Kunzman Associates 2018b
Note: CNEL = community noise equivalent level

As shown in **Table 12-2**, project related traffic would result in ambient noise level increases from approximately 0.03 to 2.73 CNEL. Project noise level increases would not exceed the 3 dBA CNEL threshold, and thus impacts would be **less than significant**.

e) **No Impact**. The project site is not located within the influence area for any airport. The closest public general aviation airfield is French Valley Airport, approximately 9.6 miles southeast of the project site. The

project site is outside of the airport noise and safety influence or flight surface control areas. As a result, **no impacts** are anticipated.

f) **Less Than Significant Impact**. Skylark Field is approximately 3 miles northwest of the project site in Lake Elsinore. Skylark Field is used primarily by skydiving aircraft, which drop parachutists into the nearby back-bay area south of the lake. The airport is also used for gliding and other recreational uses. The project site is not within the Skylark Airport influence policy area. Given the type of aircraft that routinely use the airfield and the airfield's limited use, **less than significant impacts** are anticipated.

STANDARD CONDITIONS AND REQUIREMENTS

1. All construction and general maintenance activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m. from October through May, and between 6:00 a.m. and 6:00 p.m. from June through September.

MITIGATION MEASURES

NOI-1 Construction Noise Impacts. In addition to adherence to the City of Wildomar's policies found in the General Plan Noise Element and the Municipal Code limiting the construction hours of operation, the following measures shall be implemented to reduce construction noise and vibrations emanating from the proposed project:

- During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards.
- The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receptors nearest the project site.
- Equipment shall be shut off and not left to idle when not in use.
- The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction.
- Jackhammers, pneumatic equipment, and all other portable stationary noise sources shall be shielded, and noise shall be directed away from sensitive receptors.
- The contractor shall limit the use of heavy equipment or vibratory rollers and soil compressors within 25 feet of existing structures to the greatest degree possible.

Timing/Implementation: *During construction phase or any ground-breaking activity*

Enforcement/Monitoring: *City of Wildomar Planning Department and Public Works Department*

13. Population and Housing

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

DISCUSSION

a) **Less Than Significant Impact.** The project proposes the development of 80 single-family homes. Using 2016 California Department of Finance estimates, an average of 2.97 persons per household is assumed for residences in the city. Considering this estimate, the proposed project will result in 238 new residents. The addition of 238 residents to the city's current (2016) population of 36,042 represents a 0.66 percent increase in population. According to SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy the City of Wildomar is expected to have a population of 56,200 people by the year 2040. SCAG regional population growth projects reflect development scenarios incorporated in City general plans.

Indirect population growth inducement could result from creation of additional jobs from the business park component of the project and result in attracting new residents. The project does include a zone change from R-R to R-1 but this is compatible with the General Plan and does not require a General Plan amendment. Therefore, the project would yield development intensities allowed and anticipated under the General Plan and impacts are considered **less than significant**.

b, c) **No Impact.** Since the project site is currently vacant, no housing units or people would be displaced, and the construction of replacement housing is not required. Therefore, there would be **no impact** in regard to displacing housing or people.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

14. Public Services

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?			✓	
b) Police protection?			✓	
c) Schools?			✓	
d) Parks?			✓	
e) Other public facilities?			✓	

DISCUSSION

a) **Less Than Significant Impact.** The Riverside County Fire Department (RCFD) provides fire protection and safety services to the City of Wildomar. RCFD Fire Station 75 (Bear Creek) is located at 38900 Clinton Keith Road, approximately 4.8 miles south of the project site (RCFD 2018a) and would respond to calls for service from the proposed project. In addition to Fire Station 75, several other Riverside County and Murrieta Fire Department fire stations in the surrounding area would be able to provide fire protection services to the project site if needed.

A standard condition of approval for the proposed project includes compliance with the requirements of the Riverside County Fire Department and the payment of standard development impact fees pursuant to Wildomar Municipal Code Section 3.44.080, which include a fee for fire service impacts. In addition, all new development in Wildomar is required to annex into Community Facilities District 2013-1, which provides funding for police and fire services to new development, among other things. The proposed project is not expected to result in activities that create unusual fire protection needs. Refer to Issue h) in subsection 8, Hazards and Hazardous Materials, for specific analysis related to fire hazards. As such, any impacts are considered **less than significant**.

b) **Less Than Significant Impact.** Police protection services are provided in Wildomar by the Riverside County Sheriff's Department (RCSD). The nearest sheriff's station is located at 333 Limited Street in Lake Elsinore, approximately 6.5 miles northwest of the project site. The Lake Elsinore Sheriff's Station serves an area of 241 square miles, including the City of Lake Elsinore, the City of Wildomar, and the unincorporated communities of El Cariso, Glen Eden Hot Springs, Glen Ivy Hot Springs, Good Hope, Lakeland Village, Quail Valley, and Sedco Hills. The City has 49.41 sworn officers assigned, for a ratio of 0.81 officers to 1,000 citizens. Traffic enforcement is provided in this area of Riverside County by the California Highway Patrol, with additional support from local Riverside County Sheriff's Department personnel.

For the purpose of establishing acceptable levels of service, the Sheriff's Department maintains a recommended servicing of 1.2 sworn law enforcement personnel for every 1,000 residents (City of

Wildomar 2018a). As discussed in Issue a) in subsection 13, Population and Housing, the project is not anticipated to induce substantial population growth and therefore would not be expected to substantially increase the demand for police protection services. Furthermore, the project is not expected to result in activities that create unusual police protection needs. Regardless, as a standard condition of approval for the project, the project applicant would be required to pay standard development impact fees pursuant to Wildomar Municipal Code Section 3.44.080, which include a fee for police service impacts. In addition, all new development in Wildomar is required to annex into Community Facilities District 2013-1, which provides funding for police and fire services to new development, among other things. Therefore, this impact would be **less than significant**.

c) **Less Than Significant Impact.** The project site is in the Lake Elsinore Unified School District (LEUSD) and is served by Reagan Elementary School, Brown Middle School, and Elsinore High School. As discussed in Issue a) in subsection 13, Population and Housing, the project would not substantially increase the city's population. Currently, the City provides a Notice of Impact Mitigation Requirement to an applicant for a building permit, who then works with the school district to determine the precise amount of the fee. Once the fee has been paid in full, the LEUSD prepares a certificate that is provided to the City demonstrating payment of the fee. Payment of fees in compliance with Government Code Section 65996 fully mitigates all impacts to school facilities. Therefore, this impact would be **less than significant**.

d) **Less Than Significant Impact.** The City of Wildomar owns and manages three public parks with a combined acreage of 14.27 acres: Marna O'Brien Park, Regency Heritage Park, and Windsong Park. The City requires 3 acres of neighborhood and community parkland per 1,000 residents. The completion of the proposed project will result in a population increase of approximately 238 residents generating a demand for 0.71 acres of parkland. The proposed project must comply with the City's Development Impact Fee Program (Chapter 3.44, Fees, of the Wildomar Municipal Code), which includes a Parkland Acquisition Fee and a Park Improvement Fee. As such, impacts would be **less than significant**.

e) **Less Than Significant Impact.** Development associated with the proposed project may result in a slight increase in the demand for other governmental services, economic development, and the other community support services commonly provided by the City of Wildomar, including but not limited to City Hall, the Mission Trail Library, and the Animal Friends of the Valleys animal shelter. As stated in Issue a) in subsection 13, Population and Housing, the proposed project will result in approximately 238 new residents. Considering the 2016 population of Wildomar of 36,042, the proposed project would result in an estimated 0.66 percent population increase, which current facilities would be able to service.

A standard condition of approval for the proposed project includes the payment of standard development impact fees pursuant to Wildomar Municipal Code Section 3.44.080. The proposed project is not expected to result in activities that create unusual demands on local government services. Any impacts would be considered incremental and **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

15. Recreation

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✓	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	

DISCUSSION

a) **Less Than Significant Impact.** The City of Wildomar owns and manages three public parks with a combined acreage of 14.27 acres: Marna O'Brien Park, Regency Heritage Park, and Windsong Park. The City requires 0.0093 acres per single-family residential dwelling unit of parkland to be set aside to comply with the Quimby Act (City of Wildomar 2018a). Alternatively, the developer may pay in-lieu fees rather than dedicating parkland, and those fees would be based on the equivalent acreage per unit (0.0093 acres per unit of single family residential)). Therefore, for the proposed project, the required amount of parkland would be approximately 0.74 acres or equivalent in-lieu fees.

The proposed project does not include the development of any parkland. Therefore, the applicant is required to pay the currently adopted parkland in-lieu fees to offset the parkland dedication in compliance with the Quimby Act Ordinance (Wildomar Municipal Code Section 16.20.020) and the City's Development Impact Fee Program (Wildomar Municipal Code Chapter 3.44, Fees), which includes a Parkland Acquisition Fee and a Park Improvement Fee. Payment of fees would reduce impacts to **less than significant** levels.

b) **Less Than Significant Impact.** The proposed project does not include the development of any parkland. The applicant would be required to pay all adopted parkland in-lieu fees to offset the parkland dedication in compliance with the Quimby Act Ordinance (Wildomar Municipal Code Section 16.20.020) and the City's Development Impact Fee Program (Wildomar Municipal Code Chapter 3.44, Fees). The proposed project would not require the construction or expansion that would cause any adverse physical impact to the environment. All impacts are expected to be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

1. In compliance with the City's Development Impact Fee Program (Chapter 3.44, Fees, of the Wildomar Municipal Code), the applicant is required to pay parkland in-lieu fees.

MITIGATION MEASURES

None required.

16. Transportation/Traffic

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		✓		
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			✓	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			✓	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e) Result in inadequate emergency access?			✓	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	

Kunzman Associates (2018c) prepared a Traffic Impact Analysis (TIA) for the proposed project (see **Appendix 11.0**).

SIGNIFICANCE THRESHOLD

Based on the City's guidelines, a significant impact occurs when the addition of project traffic, as defined by the "with project" scenario, causes an intersection that operates at an acceptable level of service (LOS) under the "without project" traffic condition (i.e., LOS C or D or better) to fall to an unacceptable level of service (i.e., LOS E or F). Therefore, the following criteria were used to identify significant project-related traffic impacts:

- If an intersection is projected to operate at an acceptable level of service without the project and the addition of project traffic, as measured by 50 or more peak-hour trips, is expected to cause

the intersection to operate at an unacceptable level of service, the impact is considered significant.

In addition, for intersections within the jurisdictional authority of the City of Wildomar, the City requires that an additional test be performed for intersection locations found to operate at a deficient level of service (i.e., LOS E or F) under pre-project conditions:

- If an intersection is projected to operate at an unacceptable level of service without the project, and the addition of project traffic (as measured by 50 peak-hour trips or more) results in an increase of more than 5.0 seconds to the peak-hour delay, the impact is considered significant. Mitigation is then required to bring the "with project" scenario delay to within 5.0 seconds of the pre-project condition.

The California Department of Transportation advocates the use of Highway Capacity Manual intersection analysis methodology to analyze the operation of signalized intersections. This methodology describes the operation of a signalized intersection using a range of level of service from LOS A (free-flow conditions) to LOS F (severely congested conditions), based on the corresponding stopped delay experienced per vehicle. Caltrans endeavors to maintain a target level of service at the transition between LOS C and LOS D on state highway facilities. Caltrans establishes LOS D as deficient.

METHODOLOGY

TRIP GENERATION

The trips generated by the project are determined by multiplying an appropriate trip generation rate by the quantity of land use. Trip generation rates are predicated on the assumption that energy costs, the availability of roadway capacity, the availability of vehicles to drive, and lifestyles remain similar to what are known today.

Trip generation rates were determined for daily traffic, morning peak-hour inbound and outbound traffic, and evening peak-hour inbound and outbound traffic for the proposed land use. By multiplying the trip generation rates by the land use quantity, the traffic volumes are determined. The trip generation rates are from the Institute of Transportation Engineers Trip Generation Manual, 10th Edition, 2017. The proposed development is projected to generate approximately 2,328 daily vehicle trips, 136 of which would occur during the morning peak hour and 165 during the evening peak hour.

PROJECT TRIP DISTRIBUTION

To determine the trip distributions for the proposed project, peak-hour traffic counts of the existing directional distribution of traffic for existing areas in the vicinity of the site, as well as other additional information on future development and traffic impacts in the area, were reviewed.

PROJECT TRIP ASSIGNMENT

Based on the identified trip generation and distributions, project average daily traffic volumes were calculated. No analysis is required farther than 5 miles from the project site. The roadway elements that must be analyzed are dependent on both the analysis year (project Opening Year or Buildout) and project-generated traffic volumes. The identification of the study area, and the intersections and highway segments requiring analysis, was based on an estimate of the two-way traffic volumes on the roadway segments near the project site. All arterial segments have been included in the analysis when the anticipated project volume equals or exceeds 50 two-way trips in the peak hours. The requirement is 100 two-way peak-hour trips for freeways.

MODAL SPLIT

The traffic-reducing potential of public transit was not considered in the analysis prepared for the project (Kunzman Associates 2018c). Essentially, the traffic projections are conservative in that public transit might be able to reduce the estimated traffic volumes.

AREA ROADWAY SYSTEM

Roadways that will be utilized by the development or included in the study area include Bundy Canyon Road, Baxter Road, and Monte Vista Drive. Regional access to the project site is via Interstate 15, which is immediately west of the project site.

- Bundy Canyon Road: This east–west two-lane divided to four-lane divided roadway is classified as an Urban Arterial (six lanes, divided) in the General Plan Circulation Element. It currently carries approximately 22,200 to 27,200 vehicles per day in the study area.
- Baxter Road: This east–west two-lane undivided roadway is classified as a Secondary Highway (four lanes, undivided) in the Circulation Element. It currently carries approximately 3,300 to 15,200 vehicles per day in the study area.
- Monte Vista Drive: This north–south two-lane undivided roadway is classified as a Secondary Highway (four lanes, undivided) from Bundy Canyon Road to Baxter Road in the Circulation Element. It currently carries approximately 2,100 to 2,500 vehicles per day in the study area.
- Interstate 15: This north–south six-lane divided freeway is classified as a State Highway in the City of Wildomar General Plan Circulation Element. Based on 2016 counts, it currently carries approximately 132,000 vehicles per day in the study area.

INTERSECTION CAPACITY ANALYSIS

The levels of service at the unsignalized and signalized intersections were calculated using the delay methodology in the Highway Capacity Manual. This methodology views an intersection as consisting of several lane groups. A lane group is a set of lanes serving a movement. If there are two northbound left turn lanes, then the lane group serving the northbound left turn movement has two lanes. Similarly, there may be three lanes in the lane group serving the northbound through movement, one lane in the lane group serving the northbound right turn movement, and so forth. For a full explanation of the calculations used to determine intersection (unsignalized and signalized) level of service, the reader is referred to Appendix D of the TIA (**Appendix 11.0**).

Levels of service thresholds for both unsignalized and signalized intersections are shown in **Table 16-1**. For unsignalized intersections, the level of service rating is based on the weighted average control delay expressed in seconds per vehicle. For signalized intersections, level of service is directly related to the average control delay per vehicle and is correlated to a LOS designation as described in **Table 16-1**.

Table 16-1
Level of Service Thresholds for Unsignalized and Signalized Intersections

Level of Service	Description	Average Control per Vehicle (seconds)	
		Signalized	Unsignalized
A	Operations with very low delay occurring with favorable progression and/or short cycle length.	0 to 10.00	0 to 10.00
B	Operations with low delay occurring with good progression and/or short cycle lengths.	10.01 to 20.00	10.01 to 15.00
C	Operations with average delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures begin to appear.	20.01 to 35.00	15.01 to 25.00
D	Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, or high V/C ratios. Many vehicles stop, and individual cycle failures are noticeable.	35.01 to 55.00	25.01 to 35.00
E	Operations with high delay values indicating poor progression, long cycle lengths, and high V/C ratios. Individual cycle failures are frequent occurrences. This is considered to be the limit of acceptable delay.	55.01 to 80.00	35.01 to 50.00
F	Operation with delays unacceptable to most drivers occurring due to over saturation, poor progression, or very long cycle lengths	80.01 and up	50.01 and up

Source: Kunzman Associates 2018c
V/C = volume-to-capacity

Based on the County of Riverside Traffic Impact Analysis Preparation Guide requirements and pursuant to the TIA (see **Appendix 11.0**), the study area intersections include those listed in **Table 16-2**.

Table 16-2
Study Area Intersections

#	Intersection	Jurisdiction
1.	I-15 SB Ramp (NS) at Bundy Canyon Road (EW)	Caltrans/City of Wildomar
2.	I-15 SB Ramp (NS) at Baxter Road (EW)	Caltrans /City of Wildomar
3.	I-15 NB Ramp (NS) at Bundy Canyon Road (EW)	Caltrans /City of Wildomar
4.	I-15 NB Ramp (NS) at Baxter Road (EW)	Caltrans /City of Wildomar
5.	Monte Vista Drive (NS) at Bundy Canyon Road (EW)	City of Wildomar
6.	Monte Vista Drive (NS) at Project North Access (EW)	City of Wildomar
7.	Monte Vista Drive (NS) at Project South Access (EW)	City of Wildomar
8.	Monte Vista Drive (NS) at Baxter Road (EW)	City of Wildomar

Source: Kunzman Associates 2018c

EXISTING AVERAGE DAILY TRAFFIC VOLUMES

Existing average daily traffic volumes were obtained from the 2016 Traffic Volumes on California State Highways published by Caltrans and factored from peak hour intersection turning movement counts, using the following formula for each intersection leg:

PM Peak Hour (Approach + Exit Volume) x 13.54 = Leg Volume

This is a conservative estimate and may overestimate the average daily traffic volumes.

Existing intersection traffic conditions were established through morning and evening peak-hour intersection turning movement counts obtained by Kunzman Associates (2018c) (see **Appendix 11.0**) and shown on Figures 5 and 6, respectively, of the TIA. The morning and evening peak-hour intersection turning movement volumes were identified by counting the 2-hour periods from 7:00 to 9:00 AM and from 4:00 to 6:00 PM. Explicit peak-hour factors were calculated using the data collected for this effort as well.

Existing Sunday traffic conditions were established through 24-hour volume counts obtained by Kunzman Associates in December 2017 (see **Appendix 11.0**). The Sunday midday peak hour was identified based on the 8:30 to 11:30 AM counts. The hours of the counts coincide with the times of the local church services.

ROADWAY CAPACITY ANALYSIS

Roadway capacity is generally defined as the number of vehicles that can be reasonably expected to pass over a given section of road in a given time period. Congestion, high accident rates, the quality of traffic flow (level of service), and environmental acceptability all come into play in defining a particular roadway's effective capacity. It is possible to identify maximum desirable volumes for typical roadway types based on the number of roadway travel lanes. These daily volumes reflect estimates of the amount of daily traffic that will result in peak-hour traffic volumes equal to the maximum desirable capacity of each roadway type.

Based on the County of Riverside Traffic Impact Analysis Preparation Guide requirements and the TIA (see **Appendix 11.0**), the study area roadway segments include those listed in **Table 16-3**.

Table 16-3
Study Area Roadway Segments

#	Roadway Segment	Jurisdiction
1.	Bundy Canyon Road, I-15 NB Ramp to Monte Vista Drive	City of Wildomar
2.	Monte Vista Drive, Bundy Canyon Road to Project Access	City of Wildomar
3.	Monte Vista Drive, Project Access to Baxter Road	City of Wildomar
4.	Baxter Road, I-15 NB Ramp to Monte Vista Drive	City of Wildomar

EXISTING ROADWAY VOLUME-TO-CAPACITY RATIOS

By dividing existing average daily traffic volumes by the daily roadway capacities (listed in Table 1 of the traffic study; **Appendix 11.0**), existing volume-to-capacity ratios were calculated (and are shown on Table 2 of the traffic study; **Appendix 11.0**). The roadway segments in the vicinity of the site currently operate within acceptable levels of service, except for the following roadway segments that currently operate at unacceptable levels of service:

- Bundy Canyon Road
    - West of Monte Vista Drive to Monte Vista Drive

- Monte Vista Drive to East of Monte Vista Drive

TRAFFIC OPERATIONS ANALYSIS METHODOLOGY

The scope of the TIA was approved by the City of Wildomar. The TIA evaluated the following three scenarios:

- *Existing Plus Project* – The existing year (2017) with project analysis determines direct project-related traffic impacts that would occur on the existing roadway system in the theoretical scenario of the project being added to existing conditions. Based on discussions with City staff, project impacts were determined through a comparison of the existing versus existing with project traffic conditions. As such, the existing with project scenario is provided to assess direct project impacts and to identify the associated project mitigation measures.

- *Existing Plus Ambient Growth Plus Project* – This scenario evaluates existing (2017) traffic combined with ambient growth and project traffic. To account for ambient growth on roadways, traffic volumes have been calculated based on a 2 percent annual growth rate of existing traffic volumes over a 2-year period.

- *Existing Plus Ambient Growth Plus Project Plus Cumulative* – This scenario evaluates existing (2017) traffic combined with ambient growth, project traffic, and cumulative traffic. The opening year of the project is estimated to be 2021, with the project constructed in a single year.

Based on calculations conducted by Kunzman Associates (2018c), traffic from the project is estimated to generate a total of approximately 2,328 daily vehicle trips, of which 136 trips would occur during the morning peak hour and 165 trips during the evening peak hour. Some of the intersections are already operating at an unacceptable level of service. In these instances, the intersections were studied further to determine whether the proposed project resulted in a significant change in the delay or level of service, or if additional improvements were warranted as a result of the proposed project. The following study intersections are currently operating at an unacceptable level of service during the peak hours:

- Monte Vista Drive (NS) at:
    - Bundy Canyon Road (EW) – #5
    - Baxter Road (EW) – #8

CUMULATIVE ANALYSIS METHODOLOGY

The CEQA Guidelines require that other reasonably foreseeable development projects that are either approved or being processed concurrently in the study area also be included as part of a cumulative analysis scenario. The cumulative setting for the proposed project includes the nearby development for opening year traffic conditions provided by City of Wildomar Department of Transportation staff and City of Murrieta Department of Transportation staff.

City of Wildomar staff provided a list of cumulative developments in the study area. In order to provide a conservative analysis, the cumulative developments have been added to Existing Plus Ambient Growth Plus Project Plus Cumulative traffic conditions.

The General Plan buildout (post-2035) traffic conditions analyses can be used to determine whether improvements funded through regional transportation mitigation fee programs, such as the Transportation Uniform Mitigation Fee (TUMF), City development impact fee (DIF) programs, or other approved funding mechanism, can accommodate the long-range cumulative traffic at the target level of service identified in the Wildomar General Plan. If the funded improvements can provide the target level

of service, then the project's payment into the TUMF and DIF will be considered as cumulative mitigation through the conditions of approval. Other improvements needed beyond the funded improvements (such as localized improvements to non-TUMF or non-DIF facilities) are identified as such.

a) **Less Than Significant Impact with Mitigation Incorporated.**

EXISTING CONDITIONS

EXISTING INTERSECTION DELAY AND LEVELS OF SERVICE

The technique used to assess the capacity needs of an intersection is known as the Intersection Delay Method (see **Appendix 11.0**) based on the Highway Capacity Manual – Transportation Research Board Special Report 209. To calculate delay, the volume of traffic using the intersection is compared with the capacity of the intersection.

The existing delay and level of service for intersections in the vicinity of the project are shown in Table 3 of the Traffic Impact Analysis (Kunzman 2018c; **Appendix 11.0**). Existing delay worksheets are provided in **Appendix 11.0**. The study intersections currently operate within acceptable levels of service during the peak hours for existing traffic conditions, except for the following intersections that are currently operating at unacceptable levels of service during the peak hours:

- Monte Vista Drive (NS) at:
    - Bundy Canyon Road (EW) – #5
    - Baxter Road (EW) – #8

INTERSECTION ANALYSIS

EXISTING PLUS PROJECT

Existing Plus Project peak-hour traffic operations were evaluated for the study area intersections based on the analysis methodologies presented above. The Existing Plus Project scenario includes existing traffic volumes plus project traffic. For Existing Plus Project traffic conditions, the study intersections are projected to operate within acceptable levels of service during the peak hours, except for the following study intersections that are projected to operate at unacceptable levels of service during the peak hours without improvements:

- Monte Vista Drive (NS) at:
    - Bundy Canyon Road (EW) – #5
    - Baxter Road (EW) – #8

EXISTING PLUS AMBIENT GROWTH PLUS PROJECT

For Existing Plus Ambient Growth Plus Project traffic conditions, the study intersections are projected to operate within acceptable levels of service during the peak hours, except for the following study intersections that are projected to operate at unacceptable levels of service during the peak hours without improvements:

- Monte Vista Drive (NS) at:
    - Bundy Canyon Road (EW) – #5
    - Baxter Road (EW) – #8

EXISTING PLUS AMBIENT GROWTH PLUS PROJECT PLUS CUMULATIVE

For Existing Plus Ambient Growth Plus Project Plus Cumulative traffic conditions, the study intersections are projected to operate within acceptable levels of service during the peak hours, except for the following study intersections that are projected to operate at unacceptable levels of service during the peak hours without improvements:

- I-15 Freeway SB Ramp (NS) at:
    - Bundy Canyon Road (EW) – #1
    - Baxter Road (EW) – #2
- I-15 Freeway NB Ramp (NS) at:
    - Bundy Canyon Road (EW) - #3
- Monte Vista Drive (NS) at:
    - Bundy Canyon Road (EW) – #5
    - Baxter Road (EW) – #8

In addition, a traffic signal warrant analysis was completed, using the California Department of Transportation Warrant 3 Peak Hour traffic signal warrant analysis methodology. Under the Existing Plus Ambient Growth Plus Project Plus Cumulative traffic conditions, a signal was projected to be warranted at the following additional study intersection:

- Monte Vista Drive (NS) at:
    - Project North Access (EW) – #6

Improvements necessary to mitigate the above listed impacts were identified. For all but the signal warranted at Monte Vista Drive / Project North Access, the necessary improvements are already funded and planned for via the City of Wildomar Capital Improvement Program (CIP), the City of Wildomar Development Impact Fee Program (DIF), and the County of Riverside Western Riverside Council of Governments Transportation Uniform Mitigation Fee (TUMF) Program.

Specifically, the unacceptable levels of service projected at Intersection #5 (Monte Vista Drive/Bundy Canyon Road) will be addressed through the installation of a signal, and additional EB and WB through lanes, funded through the City's DIF. (See **Appendix 11.0**, Traffic Impact Analysis, Table 15.) Similarly, the unacceptable levels of service projected at Intersection # 8 (Monte Vista Drive at Baxter Road) will be addressed through the installation of a traffic signal, also programed through the City's DIF. (See **Appendix 11.0**, Traffic Impact Analysis, Table 15.)

The unacceptable levels of service projected at Intersections #1 (I-15 Freeway SB Ramps/Bundy Canyon Road), #2 (I-15 Freeway NB Ramps/Baxter Road), and #3 (I-15 Freeway NB Ramps/Bundy Canyon Road) will be addressed through improvements that include restriping, construction of additional turn lanes, and construction of an additional ramp receiving lane. These improvements to the interchanges are programmed through the WRCOG TUMF. (See **Appendix 11.0**, Traffic Impact Analysis, Table 15.)

The construction of a traffic signal at Intersection #6 (Monte Vista Drive/Project North Access) is not funded or programmed in the CIP, DIF, or TUMF programs. Therefore, **TRA-1** has been identified to require construction of the traffic signal by the project applicant.

Thus, with required fair share contributions to the local and regional adopted fee programs, which are listed in the City's (2015b) Impact Fee Study Update Report, and the implementation of mitigation measure **TRA-1**, impacts are considered **less than significant with mitigation incorporated**.

ROADWAY SEGMENT ANALYSIS

The technique used to assess the capacity needs of a roadway segment is called the volume-to-capacity ratio. The traffic volumes using the roadway segment is compared with the capacity of the roadway segment.

EXISTING PLUS PROJECT

For Existing Plus Project traffic conditions, existing traffic volumes are combined with project trips. The study roadway segments are projected to operate at acceptable levels of service, except for the following study roadway segments that are projected to operate at unacceptable levels of service, without improvements:

- Bundy Canyon Road:
    - West of Monte Vista Drive to Monte Vista Drive
    - Monte Vista Drive to East of Monte Vista Drive

Bundy Canyon Road is listed in the City of Wildomar CIP for widening from a two-lane undivided roadway to a four-lane divided roadway.

EXISTING PLUS AMBIENT GROWTH PLUS PROJECT

For Existing Plus Ambient Growth Plus Project traffic conditions, existing traffic volumes are combined with ambient growth. The study roadway segments are projected to operate at acceptable levels of service, except for the following study roadway segments that are projected to operate at unacceptable levels of service, without improvements:

- Bundy Canyon Road:
    - West of Monte Vista Drive to Monte Vista Drive
    - Monte Vista Drive to East of Monte Vista Drive

Bundy Canyon Road is listed in the City of Wildomar CIP for widening from a two-lane undivided roadway to a four-lane divided roadway.

EXISTING PLUS AMBIENT GROWTH PLUS PROJECT PLUS CUMULATIVE

For Existing Plus Ambient Growth Plus Project Plus Cumulative traffic conditions, existing traffic volumes are combined with ambient growth and cumulative development trips. The study roadway segments are projected to operate at acceptable levels of service, except for the following study roadway segments that are projected to operate at unacceptable levels of service, without improvements:

- Bundy Canyon Road:
    - West of Monte Vista Drive to Monte Vista Drive
    - Monte Vista Drive to East of Monte Vista Drive
- Monte Vista Drive:
    - South of Project Access to Baxter Road
- Baxter Road:

- West of Monte Vista Drive to Monte Vista Drive

According to the traffic study, several roadway segments are projected to operate at unacceptable levels of service during peak hours. However, as a condition of approval, the project applicant is required to pay fair-share contributions toward regional transportation improvements (TUMF) and local transportation improvements (DIF). Improvements to Bundy Canyon Road, Monte Vista Drive, and Baxter Road are roadway segments listed in the City of Wildomar DIF for widening from 2 lane undivided roadway to 4 land divided roadway. With required fair share contributions to the local and regional adopted fee programs, which are listed in the City's (2015b) Impact Fee Study Update Report, impacts are considered **less than significant with mitigation incorporated**.

b) **Less Than Significant Impact**. Every county in California is required to develop a Congestion Management Program (CMP) that looks at the links between land use, transportation, and air quality. In its role as Riverside County's Congestion Management Agency, the Riverside County Transportation Commission (RCTC) prepares and periodically updates the county's CMP to meet federal Congestion Management System guidelines as well as state CMP legislation. The Southern California Association of Governments (SCAG) is required under federal planning regulations to determine that CMPs in the region are consistent with the Regional Transportation Plan. The RCTC's current Congestion Management Program was adopted in 2011; of the roadways in Wildomar, Interstate 15 is included in the CMP.

The RCTC Congestion Management Program does not require traffic impact assessments for development proposals. However, local agencies are required to maintain the minimum level of service thresholds included in their respective general plans. If a street or highway segment included as part of the CMP falls below the adopted minimum level of service of E, a deficiency plan is required.

Some of the vehicle trips generated by residential and business park development on the project site will connect to the CMP network at Interstate 15, and development associated with the proposed project may add an additional increment of traffic to the designated CMP network. The proposed project is estimated to result in 2,328 daily vehicle trips. As detailed in the traffic report, **Appendix 11.0** to this document, since the proposed project has a forecast to contribute less than 50 two-way trips to the study area freeway mainline or ramps during peak hours, no additional analysis is required. Any impacts would be **less than significant**.

c) **Less Than Significant Impact.** The proposed project would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks. The proposed project does include the construction of a four-story hotel as part of the commercial component and would be higher than the terrain in the vicinity of the project. However, the proposed project would be developed in an urban area of the City of Wildomar. The proposed project would have a **less than significant** impact to air traffic patterns or aircraft operations from any private or public airport.

d, e) **Less Than Significant Impact.** The City of Wildomar implements development standards designed to ensure standard engineering practices are used for all improvements. The proposed project would be checked for compliance with these standards as part of the City's review process. The project includes improvements to the transportation and circulation system surrounding the site, and all such improvements would be designed and constructed to local, regional, and federal standards. As such, they would not introduce any hazardous design features.

The project proposes to have access on Monte Vista Drive. On-site improvements associated with the proposed project that will be subject to final review by the City prior to development include:

- Construct and/or repair Monte Vista Drive from the north project boundary to the south project boundary at its ultimate half-section width. Improvements will include roadway, sidewalk, landscaping, and parkway improvements in conjunction with development, as necessary.
- Construct a new street that will serve both the residential and commercial components of the proposed development at its ultimate cross-section width. Improvements will include roadway, sidewalk, landscaping, and parkway improvements in conjunction with development, as necessary.
- On-site traffic signing/striping will be implemented in conjunction with detailed construction plans for the project site. Circulation on the project site will allow relatively free flow of vehicular traffic with no constrictions.
- Sight distance at the project accesses will reviewed with respect to standard California Department of Transportation/City of Wildomar sight distance standards. The final grading, landscaping, and street improvement plans shall demonstrate that sight distance standards are met.

With the implementation of these on-site improvements, impacts are considered **less than significant**.

f) **Less Than Significant Impact.** The project would not conflict with any adopted policies, plans, or programs related public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The project has been designed to fit within the existing land use parameters and goals and policies of the City of Wildomar General Plan. Improvements will include roadway, sidewalk, landscaping, and parkway improvements, allowing for alternative forms of transportation and connectivity with the surrounding transportation network. Impacts would be **less than significant**.

STANDARD CONDITIONS AND REQUIREMENTS

1. Prior to issuance of any building permit on the project site, the project applicant shall pay all existing roadway network fees (e.g., in-lieu costs, development impact fees, and the Transportation Uniform Mitigation Fee) and fair-share contributions for specified off-site improvements.

MITIGATION MEASURES

TRA-1 **Traffic Signal.** The project applicant shall install a traffic signal at Monte Vista Drive / Project North Access -#6 (on "New" Street). The applicant shall also ensure that, at project buildout, all traffic signals within the study area function as a coordinated system.

Timing/Implementation: *Prior to Occupancy*

Enforcement/Monitoring: *City of Wildomar Planning Department and Public Works Department*

17. Tribal Cultural Resources

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?		✓		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		✓		

DISCUSSION

a, b) **Less Than Significant Impact with Mitigation Incorporated.** Assembly Bill (AB) 52 established a formal consultation process for California tribes within the CEQA process. The bill specifies that any project may affect or cause a substantial adverse change in the significance of a tribal cultural resource would require a lead agency to "begin consultation with a California Native American tribe that is traditional and culturally affiliated with the geographic area of the proposed project." Section 21074 of AB 52 also defines tribal cultural resources as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe, and which are either listed on, or eligible for, the California Register of Historical Resources or a local historic register, or if the lead agency chooses to treat the resource as a tribal cultural resource.

The City notified tribes that requested to be alerted of new projects on March 6th, 2018, which included the Pechanga Band of Luiseño Indians, Soboba Band of Luiseño Indians, Morongo Band of Mission Indians, and Rincon Band of Luiseno Indians. Both Morongo Band of Mission Indians and Rincon Band of Luiseno did not request consultation. Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians requested consultation; that consultation process is ongoing with Pechanga Band of Luiseño Indians and has been concluded for Soboba Band of Luiseño Indians.

During initial consultation, the Pechanga Band of Luiseño Indians provided confidential information to Wildomar Planning staff regarding the tribal cultural resources and tribal values ascribed to the proposed project area. According to the tribe, the proposed project site and the surrounding areas are situated within a culturally sensitive area that includes sites and features having cultural value to the Luiseño

people, such as a quartz quarry, a Luiseño habitation area, and a trail where I-15 is now situated. Based on the above cultural sensitivity, the Pechanga Band of Luiseño Indians believe that the proposed project could result in significant impacts to tribal cultural resources.

With the inclusion of mitigation measures **CUL-1** through **CUL-5** and **CUL-7**, impacts to tribal cultural resources would be mitigated to a **less than significant impact with mitigation incorporated**.

STANDARD CONDITIONS AND REQUIREMENTS

None Required.

MITIGATION MEASURES

Refer to mitigation measures **CUL-1** through **CUL-5** and **CUL-7** in subsection 5 of this document.

18. Utilities and Service Systems

Issues, would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			✓	

DISCUSSION

a, b) **Less Than Significant Impact.** The EVMWD currently operates three wastewater treatment facilities: The Regional Water Reclamation Facility (WRF), the Horsethief Canyon Wastewater Treatment Plant (WWTP), and the Railroad Canyon WWTP. In addition, flow in the southern part of the EVMWD's service area is treated at the Santa Rosa Water Reclamation Facility operated by the Rancho California Water District. The proposed project will be within the Regional WRF service area, which has its wastewater conveyed by 26 lift stations and treated by the Regional Water Reclamation Facility (EVMWD 2016b).

To determine future demand for wastewater facilities, the EVMWD relies on recommended generation factors specified in the Sewer System Master Plan. The recommended generation factors are determined according to land use designation. The generation factors are 2,000 gallons per day per acre for residential density development of 2-4 dwelling units per acre and 900 gallons per day per acre for business park (2016b). Using this factor and allowing that the proposed project will result in a total of 8.96 acres of business park development and 23.33 acres of residential developed area, the proposed project may be

expected to generate 54,724 gallons of wastewater per day (2,000 gpd x 23.33 residential developed acres plus 900 gpd x 8.96 business park developed acres).

Of the 26 lift stations operating within the Regional WRF service area, wastewater produced by the proposed project will be drawn by the B-2 Regional Lift Station approximately 3.2 miles northwest of the project site at 32741 Mission Trail. The lift station includes three 25-horsepower pumps and has a firm capacity of 1,728,000 gallons per day (gpd). Considering the proposed project's projected wastewater generation rate of 54,724 gpd, the proposed project would represent a 3.1 percent increase in capacity at the B-2 Regional Lift Station.

The EVMWD (2016b) Sewer System Master Plan includes detailed descriptions of all facilities operated by the EVMWD for the purpose of collecting and treating wastewater. For its description of the Regional WRF, the master plan states that the existing average flow and peak flow capacities of the Regional WRF are 8 million gallons per day (mgd) and 17.6 mgd, respectively.

The Regional WRF was constructed in 1981 with a capacity of 2.0 mgd. The plant was subsequently expanded to a capacity of 3.0 mgd in 1989. In 1994, an ultraviolet disinfection system was installed, and the plant was re-rated to a capacity of 4.0 mgd. In 2002, a new 4.0 mgd process train (Train B) was added to the existing 4.0-mgd Train A, expanding the Regional WRF to accommodate a flow of 8.0 mgd. Currently, the Regional WRF is processing approximately 6 mgd, leaving an unused capacity of 2 mgd (EVMWD 2016b). Considering the EVMWD's generation factor to determine that the proposed project will result in the generation of 54,724 gallons of wastewater per day, and the stated current treatment capacity of the Regional WRF to be 8 mgd, but the current processing is approximately 6 mgd, the proposed project would result in an increase of 0.9 percent to the average wastewater flow of the Regional WRF. Based on the remaining capacity of 2 mgd and the proposed project's estimated treatment demand at 54,724 gpd, the EVMWD has the capacity to provide sewer services to the proposed project and would not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board or require or result in the construction of new water or wastewater treatment facilities. Furthermore, EVMWD provided a "will serve" letter for sewer and water services for the proposed project on August 22, 2018. This impact is **less than significant**.

c) **Less Than Significant Impact**. According to the City of Wildomar (2018c) GIS system, the proposed project is not located in a flood zone. The proposed project consists of four drainage areas—combined area A, B, C, area D, area E, and area F. These drainage areas flow into three separate culverts and one channel. The culvert inlet is located along the east of Monte Vista Drive, 700 feet south of the project site, and flows westerly under Interstate 15 (I 15). Area D flows into a 36-inch CSP culvert. The culvert inlet is located along the east of Monte Vista Drive, 500 feet south of the project site, and flows westerly under I 15. The project's on-site drainage system directs on-site drainage through BMP facilities that improve water quality. For further analysis, refer to Hydrology, subsection 9 of this document. Any impacts would be considered **less than significant**.

d) **Less Than Significant Impact**. The project site is within the service boundary for the EVMWD. The EVMWD utilizes both groundwater and imported water supplies to ensure adequate water is available for consumers. Imported water is utilized to ensure that significant overdraft of local groundwater supplies does not occur. Imported water is obtained from the Metropolitan Water District, local surface water from Canyon Lake, and local groundwater from the Elsinore Basin. The EVMWD has access to groundwater from the Elsinore Basin, Coldwater Basin, San Bernardino Bunker Hill Basin, Rialto-Colton Basin, and Riverside-North Basin. The EVMWD is allowed water rights or safe yield to 13,128.2 acre-feet per year total from these sources. Almost all of the groundwater production for potable use occurs in the Elsinore Basin. Imported water supply is purchased from the Metropolitan Water District via the Eastern Municipal Water District and the Western Municipal Water District. The EVMWD has the ability to obtain a capacity

of 26,296 acre-feet per year (23.4 mgd) during average year and wet years (EVMWD 2016a). Per the Metropolitan Water District's (2010) Regional Urban Water Management Plan (RUWMP), the district indicates that its existing supplies are adequate to meet the projected demands in all hydrologic conditions through 2035. Planned supplies by the Metropolitan Water District increase reliability and maintain an adequate reserve. Based on the district's 2010 RUWMP, it is assumed that imported water is fully reliable during average, dry, and wet years. The EVMWD's (2016a) 2015 Urban Water Management Plan projects a 2040 water demand of 53,605 acre-feet per year, with a projected supply of 61,476 acre-feet per year. Development of the project was considered in the EVMWD Urban Water Management Plan as part of the Wildomar General Plan. This impact would be **less than significant**.

e) **Less Than Significant Impact**. Development on the project site would connect to existing water and sewer service infrastructure. To determine future demand for wastewater facilities, the EVMWD relies on recommended generation factors included in the EVMWD's Sewer System Master Plan (2016). The recommended generation factors are determined according to land use designation, with the designation of the proposed project being MDR (Medium Density Residential). The generation factor are 2,000 gallons per day per acre for residential densities with 2-4 dwelling unit per acre and 900 gallons per day per acre for Business Park (EVMWD 2016). Using this factor, the proposed project may be expected to result in an additional wastewater demand of 54,724 gpd. Considering the EVMWD's generation factor to determine that the proposed project will result in a wastewater demand of 54,724 gallons per day. Currently, the Regional WRF is processing approximately 6 mgd, leaving an unused capacity of 2 mgd (EVMWD 2016). Based on the remaining capacity of 2 mgd and the proposed project estimated demand being 54,724, the EVMWD has the capacity to provide sewer services to the proposed project. Furthermore, EVMWD provided a "will serve" letter for sewer and water services for the proposed project on August 22, 2018, indicating capacity to provide services to the project. Therefore, this impact would be **less than significant**.

f) **Less Than Significant Impact.** The main disposal site in the vicinity of the project site is the El Sobrante Landfill in Corona. The landfill (CalRecycle Solid Waste Information System Number 33-AA-0217) is projected to reach full capacity of 184,930,000 tons in 2045 (CalRecycle 2016b). The landfill covers approximately 1,322 acres and receives approximately 16,054 tons of solid waste per day. The El Sobrante Landfill has a remaining capacity of 145,530,000 tons.

The California Department of Resources Recycling and Recovery (CalRecycle) collects and maintains data that records the rate of solid waste disposal at local, regional, and statewide levels. CalRecycle inputs this data into the Disposal Reporting System (DRS), which is used to determine per capita disposal rates as well as other solid waste disposal statistics. There is currently no regional reporting system in place for inland Southern California, so for this analysis the statewide per capita disposal rate was used. The most current data available (2016) from the CalRecycle DRS assigns a disposal rate of 6.0 pounds per day to the residents of California (CalRecycle 2016a). Using the CalRecycle DRS disposal rates for California residents, the 238 residents of the proposed project may be expected to generate 1,428 pounds per day of solid waste.

According to the *Waste Disposal and Diversion Findings for Selected Industry Groups (2006),* large hotels generate on average 5,049 pounds of waste material per employee per year. Of the total waste generation, less than 25 percent, or 1,145 pounds, is diverted per employee per year. Large office buildings on average generate 1,998 pounds of waste material per thousand square feet per year. The solid waste generation for the business park would be an estimated 115,084 pounds per year, or 315 pounds per day.

This incremental generation is well within the capacity of the El Sobrante Landfill, and impacts would be **less than significant**.

g) **Less Than Significant Impact**. Development on the project site would be subject to the Solid Waste Reuse and Recycling Access Act of 1991. The act requires that adequate areas be provided for collecting and loading recyclable materials such as paper products, glass, and other recyclables. City of Wildomar Municipal Code Section 8.104 regulates solid waste handling and mandates that sufficient receptacles be in place on-site to accommodate refuse and recycling. Compliance with state law and the City's Municipal Code will ensure the project results in a **less than significant impact**.

STANDARD CONDITIONS AND REQUIREMENTS

None required.

MITIGATION MEASURES

None required.

VI. MANDATORY FINDINGS OF SIGNIFICANCE

Issues, does the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?		✓		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		✓		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		✓		

DISCUSSION

The following are Mandatory Findings of Significance in accordance with CEQA Guidelines Section 15065.

a) **Less Than Significant Impact with Mitigation Incorporated.** Based on the evaluations and discussion in this IS/MND, the proposed project has a very limited potential to incrementally degrade the quality of the environment because the site was previously disturbed. As discussed in subsection 4, Biological Resources, with implementation of mitigation measures **BIO-1** through **BIO-3**, the proposed project would have a less than significant impact on biological resources and would not conflict with the MSHCP. Similarly, as discussed in subsection 5, Cultural Resources, with implementation of mitigation measures **CUL-1** through **CUL-7,** the proposed project would have a less than significant impact on archaeological resources. As discussed in subsection 6, Geology and Soils, the proposed project would have a less than significant impact on geological resources with implementation of mitigation measure **GEO-1**, which requires the project to incorporate recommendations of the geotechnical study. With implementation of **HAZ-1** and **HAZ-2**, as discussed in subsection, 8 Hazards and Hazardous Materials, the proposed project would result in a less than significant impact with respect to wildfire with conformance to building codes and City standards. As discussed in subsection 12, Noise, implementation of the proposed project would result in less than significant impacts with mitigation measure **NOI-1**, which would limit construction and operational noise levels. Furthermore, with implementation of **CUL-1** through **CUL-5** and **CUL-7**, the proposed project would have a less than significant impact to tribal cultural resources. Therefore, the proposed project would not significantly affect the environment with implementation of the mitigation measures contained in this IS/MND. Therefore, any impacts would be considered **less than significant with mitigation incorporated**.

b) **Less Than Significant Impact with Mitigation Incorporated.**

AESTHETICS

Implementation of the proposed project would not contribute to cumulative visual resource or aesthetic impacts. The project includes several design measures to minimize light pollution. This project and other projects in Wildomar are required to comply with the City's light pollution ordinance. The project is proposed in a developing region of the City and is consistent with the General Plan. While certain structures, such as the proposed hotel, may obscure views of surrounding ridgelines from proximate public vantage points, the project, in combination with other development in the vicinity would not significantly impact any scenic vistas. Thus, the proposed project would have a **less than cumulatively considerable impact** to aesthetics.

AGRICULTURAL RESOURCES

Implementation of the proposed project would not result in any impacts to agricultural or forestry resources and would therefore **not contribute to cumulative impacts** to these resources.

AIR QUALITY

As previously stated, the SCAQMD's approach for assessing cumulative impacts is based on the Air Quality Management Plan forecasts of attainment of ambient air quality standards in accordance with the requirements of the federal and California Clean Air Acts. In other words, the SCAQMD considers projects that are consistent with the AQMP, which is intended to bring the basin into attainment for all criteria pollutants, to also have less than significant cumulative impacts. The discussion under Issue a) in subsection 3, Air Quality, describes the SCAQMD criteria for determining consistency with the AQMP and further demonstrates that the proposed project would be consistent with the plan. As such, the project would have a **less than cumulatively considerable impact** on air quality.

BIOLOGICAL RESOURCES

The potential for the proposed project to result in direct biological impacts is addressed through the payment of mitigation fees required by the MSHCP and mitigation measures **BIO-1** through **BIO-3**. Therefore, the proposed project would have a **less than cumulatively considerable impact** on biological resources.

CULTURAL RESOURCES

Development of the project site would contribute to a cumulative increase in potential impacts to cultural and paleontological resources. However, mitigation measures **CUL-1** though **CUL-7** would reduce the potential impacts associated with development on the project site. Thus, the project would have a **less than cumulatively considerable impact**.

GEOLOGY AND SOILS

Project-related impacts on geology and soils associated with development on the project site are site-specific, and project development would not contribute to seismic hazards or soil erosion. Implementation of mitigation measure **GEO-1** would result in decreased exposure to the risks associated with seismic activity. Therefore, impacts are expected to be **less than cumulatively considerable.**

GREENHOUSE GAS EMISSIONS

The greenhouse gas analysis in subsection 7, Greenhouse Gas Emissions, analyzed the proposed project's cumulative contribution to global climate change and determined that the project would have a **less than cumulatively considerable** environmental impact resulting from greenhouse gas emissions.

HAZARDS AND HAZARDOUS MATERIALS

The proposed project is not expected to utilize or contribute to hazards associated with the accidental release of hazardous materials. Implementation of mitigation measures **HAZ-1** and **HAZ-2** would ensure that the proposed project complies with California Building Code, Fire Code, and City standards in regard to fire hazards. Compliance with federal, state, and local regulations would ensure that cumulative hazard conditions are **less than cumulatively considerable**.

HYDROLOGY AND WATER QUALITY

Water quality measures included in the proposed project and the WQMP and SWPPP prepared for the project would protect the quality of water discharged from the site during both construction and operational activities. The site is not located within a flood hazard zone. Therefore, the proposed project would have a **less than cumulatively considerable impact** related to hydrology.

LAND USE AND PLANNING

The proposed project is consistent with the existing land use designation of the General Plan. As part of the proposed project requires approval of a Change of Zone to change the zoning map from the existing zoning of R-R (Rural Residential) to R-1 (One-Family Dwellings) for the 15.43-acre residential area and from R-R (Rural Residential) to I-P (Industrial Park) for the 8.96-acre business park area to accommodate the project. With implementation of mitigation measures **BIO-1** through **BIO-3**, would be consistent with the MSHCP. Therefore, the project would have a **less than cumulatively considerable impact** related to land use and planning.

MINERAL RESOURCES

The proposed project would have no impact related to mineral resources and would therefore **not contribute to any cumulative impacts** to such resources.

NOISE

As discussed in subsection 12, Noise, the proposed project would comply with all applicable noise standards and would have less than significant direct impacts related to construction and operational noise. Project construction could result in some noise disturbance; however, these impacts would be temporary and would be restricted to daytime hours. In addition to adherence to the City of Wildomar's policies found in the General Plan Noise Element and the Municipal Code limiting the construction hours of operation, and implementation of mitigation measure **NOI-1** would reduce construction-associated noise by requiring best management practices to reduce construction-related noise. It is possible that other construction projects in the vicinity could overlap with activity on the proposed project site, but other such projects would be required to mitigate their construction noise impacts. Any combined impacts would be temporary, constituting intermittent annoyance perhaps, but not a significant cumulative noise impact. Therefore, the proposed project would have a **less than cumulatively considerable impact** related to noise.

POPULATION AND HOUSING

Since the project site is currently vacant, no housing units or people would be displaced, and the construction of replacement housing is not required. Therefore, the project would have a **less than cumulatively considerable impact** related to population and housing.

PUBLIC SERVICES AND RECREATION

Implementation of the proposed project, in combination with other existing, planned, proposed, approved, and reasonably foreseeable development in the immediate area, may increase the demand for

public services such as fire and police protection. However, as a standard condition of approval, the project applicant would be required to pay development impact fees to fund the expansion of such services and would be required to annex into Community Facilities District 2013-1. Development of any future public facilities would be subject to CEQA review prior to approval that would identify and address any resulting impacts. Therefore, the proposed project would have a **less than cumulatively considerable impact** on public services.

TRANSPORTATION/TRAFFIC

The CEQA Guidelines require that other reasonably foreseeable development projects which are either approved or being processed concurrently in the study area also be included as part of a cumulative analysis scenario. The cumulative setting for the proposed project includes the nearby development for opening year traffic conditions provided by City of Wildomar Public Works and Engineering staff. Cumulative traffic impacts are created as a result of a combination of the proposed project and other future developments contributing to the overall traffic impacts and requiring additional improvements to maintain acceptable levels of service with or without the project. A project's contribution to a cumulatively significant impact can be reduced to less than significant if the project implements or funds its fair share of improvements designed to alleviate the potential cumulative impact. As enforced by City Municipal Code Chapter 3.40, the Western Riverside County Transportation Uniform Mitigation Fee, and the adopted City Traffic Signal Development Impact Fee (Article I, Development Impact Fees, of Municipal Code Chapter 3.44), the project applicant will be required to participate in the funding of off-site improvements, including traffic signals that are needed to serve cumulative traffic conditions. Specifically, this will be accomplished through required fair share payments into the Western Riverside County TUMF and City of Wildomar DIF transportation improvement fee programs. Per Municipal Code Chapters 3.40 and 3.44, these fees are collected as part of a funding mechanism aimed at ensuring that regional highways and arterial expansions keep pace with projected population increases. Furthermore, implementation of mitigation measure **TRA-1** stipulates that there shall be a traffic signal installed on Monte Vista road and the north project access road. Traffic signal timing within the project area at build out will also be coordinated. The project's impacts to cumulative traffic conditions would be **less than cumulatively considerable**.

TRIBAL CULTURAL RESOURCES

Development of the project site would contribute to a cumulative increase in potential impacts to cultural and archaeological resources. However, mitigation measures **CUL-1** though **CUL-5** and **CUL-7** would reduce the potential impacts to tribal cultural resources associated with development on the project site. Thus, the project would have a **less than cumulatively considerable impact**.

UTILITIES AND SERVICE SYSTEMS

Implementation of the proposed project would increase demand for public utilities. Construction and operational activities related to development of the project site may result in impacts to utilities and service systems, including solid waste. However, any impacts would be **less than cumulatively considerable**.

c) **Less Than Significant Impact with Mitigation Incorporated**. The proposed project does not have the potential to significantly adversely affect humans, either directly or indirectly. While a number of impacts were identified as having a potential to significantly impact humans, with implementation of the identified mitigation measures and standard conditions and requirements, these impacts are expected to be less than significant. With implementation of the identified mitigation measures, the proposed project is not expected to cause significant adverse impacts to humans. Mitigation measures **BIO-1** through **BIO-3** reduce impacts associated with biological resources; mitigation measures **CUL-1** through **CUL-7** reduce

impacts associated with cultural, paleontological, archaeological, and tribal cultural resources; mitigation measure **GEO-1** reduces impacts associated with earthquake fault and soils hazards; mitigation measures **HAZ-1** and **HAZ-2** reduce risk related to wildfires; mitigation measure **NOI-1** would reduce construction noise impacts; and mitigation measure **TRA-1** would reduce traffic impacts. Therefore, the project does not have any environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. Furthermore, this document analyzes long term and short-term impacts, and all identified potential impacts have been mitigated to a less than significant level. Therefore, the proposed project would not achieve short-term environmental goals to the disadvantage of long-term environmental goals. Any impacts are considered **less than significant with mitigation incorporated**.

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EXHIBIT 3

Village @ Monte Vista Mixed-Use Project Final MND/Response to Comments

FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR

THE VILLAGE AT MONTE VISTA MIXED-USE PROJECT

(Planning Application 18-0034)

SCH# 2018101046

LEAD AGENCY:

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December 2018

1.0 INTRODUCTION

1.1 Background of Environmental Review Process for the Project 1.0-1

1.2 Intended Uses of the IS/MND 1.0-1

1.3 Organization and Scope of this Document 1.0-2

2.0 COMMENTS AND RESPONSES TO COMMENTS

2.1 List of Commenters 2.0-1

2.2 Comments and Responses 2.0-1

This document, in conjunction with the draft Initial Study/Mitigated Negative Declaration (IS/MND), responds to comments made on the proposed Village at Monte Vista Mixed-Use Project. While the State's California Environmental Quality Act (CEQA) Guidelines do not require a final initial study or the preparation of formal responses to comments on draft initial studies/mitigated negative declarations, in order to provide further disclosure of the project's impacts, the City has determined that it will provide responses to the comments it has received.

1.1 BACKGROUND OF ENVIRONMENTAL REVIEW PROCESS FOR THE PROJECT

INITIAL STUDY

The IS/MND was available for public and agency review beginning October 23, 2018, with the 30-day review period ending on November 21, 2018. The City received two comment letters during this review period.

RESPONSE TO COMMENTS

This document provides a response to comments received on the IS/MND. The comment letters are included in Section 2.0, Comments and Responses to Comments.

1.2 INTENDED USES OF THE IS/MND

The City of Wildomar will use the IS/MND in its final form in considering approval of the proposed project. In accordance with CEQA Guidelines Section 15074, the IS/MND will be used as the primary environmental document in consideration of all subsequent planning and permitting actions associated with the project, to the extent such actions require CEQA compliance and as otherwise permitted under applicable law.

CONSIDERATION OF COMMENTS

Prior to taking action on the proposed project, the City will consider the IS/MND, this response to comments document, and any additional comments or testimony. Negative declarations and mitigated negative declarations are considered and adopted per CEQA Guidelines Section 15074, which reads as follows:

15074. CONSIDERATION AND ADOPTION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

(a) Any advisory body of a public agency making a recommendation to the decision-making body shall consider the proposed negative declaration or mitigated negative declaration before making its recommendation.

(b) Prior to approving a project, the decision-making body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process. The decision-making body shall adopt the proposed negative declaration or mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.

(c) When adopting a negative declaration or mitigated negative declaration, the lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

(d) When adopting a mitigated negative declaration, the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects.

(e) A lead agency shall not adopt a negative declaration or mitigated negative declaration for a project within the boundaries of a comprehensive airport land use plan or, if a comprehensive airport land use plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, without first considering whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area.

(f) When a non-elected official or decision-making body of a local lead agency adopts a negative declaration or mitigated negative declaration, that adoption may be appealed to the agency's elected decision-making body, if one exists. For example, adoption of a negative declaration for a project by a city's planning commission may be appealed to the city council. A local lead agency may establish procedures governing such appeals.

Upon review and consideration of the IS/MND, the City may take action to adopt, revise, or reject the proposed project. A decision to approve the proposed project would be made in a resolution recommending adoption of the IS/MND as part of consideration of the proposed project. The City of Wildomar has prepared this IS/MND and has determined that the environmental impacts of the proposed project have been reduced to a less than significant level through mitigation measures adopted as part of a Mitigation Monitoring and Reporting Program (MMRP). A decision to approve the proposed project would include adoption of the MMRP by way of resolution.

1.3 ORGANIZATION AND SCOPE OF THIS DOCUMENT

This document is organized in the following manner:

SECTION 1.0 – INTRODUCTION

Section 1.0 provides an overview of the environmental review process to date and discusses the CEQA requirements for consideration and adoption of a mitigated negative declaration.

SECTION 2.0 – COMMENTS AND RESPONSES TO COMMENTS

Section 2.0 lists the commenter, summarizes written comments (coded for reference), and includes responses to those comments made on the IS/MND. No revisions to the IS/MND are required.

2.1 LIST OF COMMENTERS

The following organization submitted written comments on the IS/MND.

Letter	Agency, Organization, or Individual	Date
A	Lacy, Padilla, Agua Caliente Band of Cahuilla Indians	November 7, 2018
B	Glenn Robertson, Regional Water Quality Control Board	November 8, 2018

2.2 COMMENTS AND RESPONSES

RESPONSES TO COMMENT LETTERS

Written comments on the draft IS/MND are reproduced on the following pages, along with responses to those comments. CEQA does not require lead agencies to provide formal responses to comments received on initial studies supporting proposed mitigated negative declarations. However, the City prepared this response to comments document to provide responses to comments received on the IS/MND in order to provide comprehensive information and disclosure for both the public and the City's decision-makers.

Where changes deemed necessary to clarify the draft IS/MND text result from responding to comments, those minor changes are included in the response and demarcated with revision marks (<u>underline</u> for new text, ~~strikeout~~ for deleted text). The two comment letters are listed chronologically.

Comment Letter A – Agua Caliente Band of Cahuilla Indians

From: Padilla, Lacy (TRBL)
To: Matthew Bassi
Subject: MND for The Village at Monte Vista Mixed Use Project (PA No. 18-0034)
Date: Wednesday, November 07, 2018 2:12:28 PM

A-1

Greetings,

A records check of the Tribal Historic preservation office's cultural registry revealed that this project is not located within the Tribe's Traditional Use Area. Therefore, we defer to the other tribes in the area. This letter shall conclude our consultation efforts.

Thank you,

Lacy Padilla
Archaeological Technician
Agua Caliente Band of Cahuilla Indians
5401 Dinah Shore Drive
Palm Springs, CA 92264
760-699-6956 Office
760-333-5222 Cell

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Comment Letter A – Agua Caliente Band of Cahuilla Indians

A-1 The commenter states that the proposed project is not located within the Tribe's Traditional Use Area and that Agua Caliente Band of Cahuilla Indians defers to the other tribes in the area.

The comment does not raise any environmental concerns nor address the adequacy of the IS/MND. The City of Wildomar appreciates the review by the Agua Caliente Band of Cahuilla Indians. No further response is required.

Comment Letter B – Regional Water Quality Control Board

From: Robertson, Glenn@Waterboards
To: Matthew Bassi
Cc: Monji, Alan@Waterboards
Subject: Comment on Mitigated Negative Declaration, The Village at Monte Vista Mixed Use Project
Date: Thursday, November 08, 2018 6:39:59 PM

To Mathew Bassi, Planning Director, City of Wildomar:

B-1 Staff of the Santa Ana Regional Water Quality Control Board (Regional Board) have reviewed the Initial Study/Mitigated Negative Declaration (MND) for The Village at Monte Vista (Project), located where Monte Vista Drive curves to the southeast in Wildomar. The concrete swale in the southwestern corner of the site constitutes the headwaters of a drainage that appears to continue beneath the I-15 to become a small, continuous wash having numerous structures within the San Diego Region. I will be forwarding your MND to our San Diego office on Friday for their consideration (November 21, 2018 deadline).

B-2 Having read the MND sufficiently to confirm watersheds, I do note disagreement with the MND's evaluation of what constitutes waters of the state for Regional Board concern (MND p. 4, 10), including an incorrect criterion that "blueline channels" provide our jurisdictional determination. All waters, even without bed and bank, constitute waters of the state. I will continue such comments at another time for any proposed Wildomar projects north of the subject Project and within the Santa Ana Region's jurisdiction. Thank you for accepting this comment-- Glenn Robertson.

Glenn S. Robertson
Engineering Geologist, PG, M.S.
Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, CA 92501

Phone (951) 782-3259
Fax (951) 781-6288
Email Glenn.Robertson@waterboards.ca.gov

Comment Letter B – Regional Water Quality Control Board

B-1 The commenter asserts that the concrete swale in the southwestern corner of the site constitutes the headwaters of a drainage that appears to continue beneath the Interstate 15 freeway to become a small wash.

As described on page 40, subsection 4 Biological Resources of the IS/MND, the site has a drainage swale which traverses the project site in a northeast to southwest direction. Based on the field investigations conducted on December 13, 2017 by RCA Associates, the drainage swale does not have downstream connectivity to any jurisdictional waters. The drainage swale onsite is isolated and only supports flows from runoff during major storm events from higher areas on the site itself as well as runoff from a nearby residential development to the north of site. Water which flows through to the drainage swale will flow in a southwest direction before entering an 18-inch culvert on the southern edge of the site near Monte Vista Drive. Additionally, runoff from Monte Vista Drive enters a storm drain near the southern edge of the site and drains onto the project site before pooling in the lowest area.

B-2 The commenter states that that the MND does not correctly define what constitutes waters of the state under Regional Board jurisdiction.

The commenter appears to refer to page 4 and 10 of the Jurisdictional Waters Delineation, RCA Associates, Inc. (December 2017), contained in Appendix 2.0. The City of Wildomar acknowledges the author's clarification as "all waters, even without bed and bank, constitute waters of the state" regardless of what is shown on "blueline channels" maps.

Clarification in defining waters for the state for regional jurisdictional purposes has no bearing on the assessment and findings on the Jurisdictional Waters Delineation report or the IS/MND. No further response is required.

MITIGATION MONITORING AND REPORTING PROGRAM

The Village at Monte Vista Mixed-Use Project

Planning Application No. : 18-0034
State Clearinghouse (SCH) No. 2018101046

Lead Agency:

City of Wildomar
Contact: Matthew Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Preparer:

Michael Baker International
Contact: Bob Stark, AICP
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, CA 92124

December 2018

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1. INTRODUCTION

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Village at Monte Vista Mixed-Use Project (proposed project). An MMRP is required for the proposed project because the Mitigated Negative Declaration (MND) prepared for the project has identified significant adverse impacts, and measures have been identified to mitigate those impacts. This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to "adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment."

2. MITIGATION MONITORING AND REPORTING PROGRAM

As the lead agency, the City of Wildomar will be responsible for monitoring compliance with all mitigation measures. Different City departments may be responsible for various aspects of the project. The MMRP identifies the department with the responsibility for ensuring that each individual mitigation measure is completed; however, it is expected that one or more departments will coordinate efforts to ensure such compliance.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below.

- **Potential Significant Impact:** The significance threshold is restated to describe the potentially significant impact.

- **Mitigation Measure:** The mitigation measures to be adopted (as identified in the EIR) are restated.

- **Timeframe of Mitigation:** Identifies at which stage of the project the mitigation measure shall be completed.

- **Monitoring, Enforcement and Reporting Responsibility:** Identifies the department within the City with responsibility for mitigation monitoring.

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Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Biological Resources			
Issue 1 The proposed project could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service.	**BIO-1** Vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities that may directly (e.g., grading) or indirectly (e.g., noise) affect protected nesting avian species shall be timed to avoid the typical avian nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors). If such activities are scheduled to occur during the nesting season, a qualified biologist shall conduct a preconstruction survey for nesting raptors and other protected avian species within 500 feet of proposed disturbance activities. The preconstruction survey shall be conducted no more than 14 days prior to the start of vegetation clearing/grubbing. As determined necessary by the biologist, surveys for nesting birds may be required to continue during grading/construction to address the potential for new arrivals and unique species' breeding seasons. The necessity and timing of these continued surveys shall be determined by the biologist in coordination with the City, the Western Riverside County Regional Conservation Authority, and participating wildlife agencies as needed. If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the City, the Western Riverside County Regional. Conservation Authority, and participating wildlife agencies, and an appropriate no-disturbance buffer shall be imposed (to be determined by the biologist) within which no vegetation clearing/grubbing, ground disturbance, and construction activities shall take place (generally 500 feet in all directions for raptors; other avian species may have species-specific requirements) until the young have fledged and are no longer reliant upon the nest or parental care for survival, as	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	determined by the biologist.		
	BIO-2 Due to the presence of potentially suitable habitat on the project site and in adjacent off-site areas, a 30-day preconstruction survey for burrowing owl is required pursuant to the MSHCP. If burrowing owls are determined present during the 30-day preconstruction survey, occupied burrows shall be avoided to the greatest extent feasible, following the guidelines in the Staff Report on Burrowing Owl Mitigation published by California Department of Fish and Wildlife (2012) including, but not limited to, conducting preconstruction surveys, avoiding occupied burrows during the nesting and non-breeding seasons, implementing a worker awareness program, biological monitoring, establishing avoidance buffers, and flagging burrows for avoidance with visible markers. If occupied burrows cannot be avoided, acceptable methods may be used to exclude burrowing owl either temporarily or permanently, pursuant to a Burrowing Owl Exclusion Plan that shall be prepared and implemented to the approval of the City and the Western Riverside County Regional Conservation Authority.	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department
	BIO-3 The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earthmoving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status wildlife species: Prior to vegetation clearing/grubbing, a biological monitor shall conduct a preconstruction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and to review project boundaries. Prior to vegetation clearing/grubbing, a biological monitor shall inspect the limits of protective fencing along the work limits adjacent to on/off-site habitats to remain.	Prior to any vegetation removal or ground-disturbing activities City of Wildomar Planning Department	City of Wildomar Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are returned to pre-project contours using a local native plant hydroseed mix.		
Issue 6 The proposed project could conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	Implementation of **BIO-1**	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department
	Implementation of **BIO-2**	No more than 14 days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department
	Implementation of **BIO-3**	Prior to any vegetation removal or ground-disturbing activities City of Wildomar Planning Department	City of Wildomar Planning Department
Cultural Resources			
Issue 2 The proposed project could result in a substantial adverse change in the significance of an archaeological resource as defined in CEQA Guidelines Section 15064.5.	**CUL-1** To address the possibility that historical, archaeological, and/or tribal cultural resources (collectively referred to as "cultural resources" in these mitigation measures) may be encountered during grading or construction, a qualified professional archaeologist shall monitor all construction activities that could potentially impact cultural resources (e.g., grading, excavation, and/or trenching). The Pechanga Band of Luiseño Indians may assign individuals to monitor all grading, excavation, and groundbreaking activities as well, and the tribal monitors shall be allowed on-site during any construction activities that could potentially impact cultural resources. However, monitoring may be discontinued as soon the qualified professional and the	During any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	appropriate tribe(s) are satisfied that construction will not disturb cultural resources.		
	CUL-2 At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the tribe(s) that intend to assign tribal monitors pursuant to mitigation measure CUL-1. The archaeologist and the tribal monitor(s) will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any cultural resources discovered on the project site.	Thirty days prior to any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department
	CUL-3 At least 30 days but no more than 60 days prior to the issuance of any grading permit, the project applicant shall contact the Pechanga Band of Luiseño Indians with notification of the proposed grading and shall enter into a Tribal Cultural Resources Treatment and Monitoring Agreement with the tribe. The agreements shall include, but not be limited to, outlining provisions and requirements for addressing the handling of tribal cultural resources; project grading and development scheduling; terms of compensation for tribal monitors; treatment and final disposition of any tribal cultural resources, including but not limited to sacred sites, burial goods, and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities. The terms of the agreements shall not conflict with any of these mitigation measures. A copy of the signed agreement shall be provided to the Planning Director and the Building Official prior to the issuance of the first grading permit.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department
	CUL-4 If during grading or construction activities, cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by the	During any ground-disturbing construction	City of Wildomar Engineering Department and Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	archaeologist and the tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the archaeologist. The report shall include a list of the resources discovered; documentation of each site/locality; interpretation of the resources identified; a determination of whether the resources are historical resources, unique or non-unique archeological resources, and/or tribal cultural resources; and the method of preservation and/or recovery for the identified resources. If the archaeologist, in consultation with the tribes, determines the cultural resources to be either historic resources or unique archaeological resources, avoidance and/or mitigation will be required pursuant to and consistent with CEQA Guidelines Section 15064.5(c) and Public Resources Code Section 21083.2. Further ground disturbance shall not resume within the area of the discovery until the City, project applicant, project archaeologist, and consulting tribe(s) reach an agreement regarding the appropriate treatment of the cultural resources, which may include avoidance or appropriate mitigation. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological and cultural resources. Work may continue outside of the buffer area and will be monitored by additional tribal monitors, if needed as determined by the project archaeologist and the consulting tribe(s).	activities	
	CUL-5 In the event that cultural resources are discovered during the course of grading (inadvertent discoveries), the following shall be carried out for final disposition of the discoveries: a) The landowner(s) shall agree to relinquish ownership of all recovered tribal cultural resources to the consulting tribe(s), including sacred items and all artifacts as part of the required treatment for impacts to cultural resources.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	b) One or more of the following treatment, in order of preference below, with (i) being the preferred treatment and (ii) being the secondary preferred treatment, shall be employed with the agreement of all Parties. Evidence of such agreement shall be provided to the City: i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in place they were found with no development affecting the integrity of the resources. ii. On-site relocation to a preservation area shall be accomplished as requested by the consulting tribe(s). The preservation area location shall be governed by measures and provisions to protect the preservation area from any future impacts in perpetuity. Relocation shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of the consulting tribe(s). Only if (i) and (ii) above cannot be employed, curation shall be arranged with an appropriate qualified repository that meets federal standards per 36 CFR Part 79. The cultural resources would be professionally curated and made available to other archeologists/researchers/tribal governments for further research and culturally appropriate use. The collections and associated records shall be transferred to a curation facility meeting the above federal standards to be accompanied by a curation agreement, and payment of any fees necessary for permanent curation.		
Issue 3 The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geological feature.	**CUL-6** Construction personnel involved in excavation and grading activities shall be informed of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. A professional meeting the	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	Society of Vertebrate Paleontology's standards shall provide the preconstruction training. The City shall ensure the grading plan notes include specific reference to the potential discovery of fossils. If potentially unique paleontological resources (fossils) are inadvertently discovered during project construction, work shall be halted immediately within 50 feet of the discovery, the City shall be notified, and a professional paleontologist shall be retained to determine the significance of the discovery. The paleontologist shall establish procedures for paleontological resource surveillance throughout project construction and shall establish, in cooperation with the project applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. Excavated finds shall be offered to a State-designated repository such as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences.		
Issue 4 The proposed project could disturb human remains, including those interred outside of dedicated cemeteries.	**CUL-7** If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. Subsequently, the Native American Heritage Commission shall identify the most likely descendant and notify them of discovery. The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Geology and Soils			
Issue 1a The proposed project could expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault or strong seismic ground shaking.	**GEO-1** The project applicant shall incorporate the recommendations of the preliminary geotechnical/geological engineering study prepared by Soils Southwest (2018a; **Appendix 5.0**) into project plans related to the proposed project. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Code. A licensed professional engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist. All plans will be subject to the approval of the City Engineer.	Prior to any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department
Issue 2 The proposed project could result in substantial erosion or the loss of topsoil.	Implementation of **GEO-1**	Prior to any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department
Issue 3 The proposed project could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.	Implementation of **GEO-1**	Prior to any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
Hazards and Hazardous Materials			
Issue 8 The project could expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	**HAZ-1** Prior to the issuance of building permits, the project applicant shall demonstrate, to the satisfaction of the City Building Official and the Riverside County Fire Chief, compliance with the 2016 California Building Code or the most recent edition of the 2016 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including those regulations pertaining to materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code and California Residential Code (or most recent edition); specifically California Building Code Chapter 7A; California Residential Code Section R327; California Residential Code Section R337; California Referenced Standards Code Chapter 12-7A; and California Fire Code Chapter 49.	Prior to issuance of building permits	City of Wildomar Building Department and Riverside County Fire Department
	HAZ-2 Prior to the issuance of a certificate of occupancy, the applicant shall demonstrate, to the satisfaction of the City Building Official and the County Fire Chief, compliance with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182.	Prior to issuance of certificate of occupancy	City of Wildomar Building Department and Riverside County Fire Department
Noise			
Issue 1 The project could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance.	**NOI-1** Construction Noise Impacts. In addition to adherence to the City of Wildomar's policies found in the Noise Element and Municipal Code limiting the construction hours of operation, the following measures shall be implemented to reduce construction noise and vibrations, emanating from the proposed project: 1. During all project site excavation and grading on-site, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. 2. The contractor shall place all stationary	During project construction and prior to issuance of a certificate of occupancy	City of Wildomar Planning and Public Works Departments

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	construction equipment so that emitted noise is directed away from the noise-sensitive receptors nearest the project site. 3. Equipment shall be shut off and not left to idle when not in use. 4. The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction. 5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources shall be shielded, and noise shall be directed away from sensitive receptors. 6. The contractor shall limit the use of heavy equipment or vibratory rollers and soil compressors within 25 feet of existing structures to the greatest degree possible		
Issue 4 The project could result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	Implement mitigation measure **NOI-1**.	During project construction	City of Wildomar Planning and Public Works Departments
Transportation/Traffic			
Issue 1 The project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle	**TRA-1** **Traffic Signal.** The project applicant shall install a traffic signal at Monte Vista Drive / Project North Access -#6 (on "New" Street). The applicant shall also ensure that, at project buildout, all traffic signals within the study area function as a coordinated system.	Prior to Occupancy	City of Wildomar Planning Department and Public Works Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
paths, and mass transit.			
Tribal Cultural Resources			
Issue 1 The project could impact tribal cultural resources that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). AND **Issue 2** The project could impact tribal cultural resources determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.	Implement mitigation measure **CUL-1**.	During any ground-disturbing construction activities	City of Wildomar Planning Department and Building and Safety Department
	Implement mitigation measure **CUL-2**.	Thirty days prior to any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department
	Implement mitigation measure **CUL-3**.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department
	Implement mitigation measure **CUL-4**.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department
	Implement mitigation measure **CUL-5**.	During any ground-disturbing construction	City of Wildomar Engineering Department

Potential Significant Impact	Mitigation Measure	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
		activities	and Planning Department
	Implement mitigation measure **CUL-7**.	During any ground-disturbing construction activities	City of Wildomar Engineering Department and Planning Department

EXHIBIT 5

Village @ Monte Vista Mixed-Use Project
Response to Caltrans Letter

Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448
Ontario
(909) 989-8584

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January 7, 2019

VIA E-MAIL [MBASSI@CITYOFWILDOMAR.ORG]

Matthew C. Bassi
Planning Director
City of Wildomar
23873 Clinto Keith Road, Suite 201
Wildomar, CA 92595

Re: The Village at Monte Vista Mixed Use Project

Dear Mr. Bassi:

On behalf of our client, Nova Homes, Inc., we have reviewed the late comment letter submitted by Caltrans regarding the Initial Study Mitigated Negative Declaration ("IS/MND") for the Village at Monte Vista Mixed Use Project ("project"). Caltrans' comment letter on the IS/MND was dated December 10, 2018. However, the public comment period for the IS/MND closed more than two weeks prior, on November 21, 2018. No response is therefore required. Regardless, the Caltrans letter makes comments regarding transit service, configuration of two intersections, requests an additional ramp merge and diverge analysis at two locations, reiterates that the project must be consistent with National Pollutant Discharge Elimination System requirements, and asks for additional information regarding the proposed storm drain system. As such, we wanted to provide responses to these comments for inclusion in the administrative record for the proposed project.

In response to the comment that the project should coordinate with the Riverside Transit Agency to determine whether potential transit system improvements or service changes may be warranted as a part of the project, we point to the IS/MND's analysis of transit issues on page 96, which determined that the project will not conflict with any adopted policies, plans, or programs related to public transit. Therefore no additional improvements or service changes are required.

In response to the request that the project's Traffic Impact Analysis ("TIA") revise the intersection geometrics for the ramp intersections of I-15 and Baxter Road, the intersection geometrics shown in the TIA are consistent with industry practice. The eastbound right at Intersection #2 and the westbound right at Intersection #4 has a measurable pavement width of 19 feet, 50 feet back of the stop bar. Common practice is to show this as a through lane and de facto right turn lane. Further, the Caltrans illustrations showing the elimination of the westbound

left at Intersection #2 and the eastbound left at Intersection #4 remove (possibly in error) the left turn lanes that are clearly defined and marked from Baxter Road onto the on-ramps. In response to the request that the TIA include a ramp merge and diverge analysis at two locations, such an analysis is not required. This is because the project is forecast to contribute less than 50 peak hour two-way trips to the freeway mainline north of Bundy Canyon Road or south of Baxter Road. The project is not forecast to contribute to the ramps on the south side of Bundy Canyon or the ramps on the north side of Baxter Road. The forecasted traffic volume is below the threshold (which is 50 peak hour trips) for additional freeway analysis.

In response to comments regarding storm water quality, we point to the IS/MND's analysis of soil erosion (pages 54-55), and water quality (pages 67-71) which explain that the project is consistent with NPDES requirements. In response to the requests for additional information on the proposed storm drain system, this information is provided in the Tentative Hydrology Study for the project (IS/MND Appendix 8.0) and the Project Specific Water Quality Management Plan (IS/MND Appendix 9.0).

Thank you for the opportunity to respond to the comment letter statements submitted to the City on December 10, 2018. Please let us know if you any questions.

Sincerely,

Jennifer J. Lynch
for BEST BEST & KRIEGER LLP

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST FOURTH STREET, 6th FLOOR, MS 725
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4147
FAX (909) 383-5936
TTY 711
www.dot.ca.gov/dist8

Making Conservation a California way of Life.

December 10, 2018

RIV 15 PM 15.73

Mr. Matthew C. Bassi
Planning Director
City of Wildomar Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: Initial Study (IS) / Mitigated Negative Declaration (MND) for The Village at Monte Vista Mixed Use Project (PA No. 18-0034)

Dear Mr. Bassi

The California Department of Transportation (Caltrans) has completed the review of the IS / MND prepared for "The Village at Monte Vista Mixed Use Project." The proposed development project consists of the physical development of 80 detached single-family residential dwelling units with lot sizes ranging from 0.18 acres to 3.38 acres, on-site and off-site infrastructure, and a water detention basin. Additionally, the project will include a business park consisting of 4 buildings, including a four-story hotel. The project is located in the City of Wildomar and is bounded by Monte Vista Drive and Interstate 15 (I-15) to the west, Fredrick Street to the east, Baxter Road to the south and Bundy Canyon Road to the north.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. Under the California Environmental Quality Act (CEQA), we are required to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Wildomar, it is also subject to the policies and regulations that govern the SHS due to the project's potential impact to State facilities. After reviewing the documents submitted, we have the following comments:

Multimodal Accessibility

Caltrans views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system. Furthermore, Caltrans is committed to ensuring that

a multimodal transportation system serves the local development project. The following are our comments concerning multimodal accessibility:

- The Riverside Transit Agency (RTA) does not provide service to this location.
  - We recommend coordinating with RTA to identify any potential improvements and/or service changes that may be warranted as part of this development.

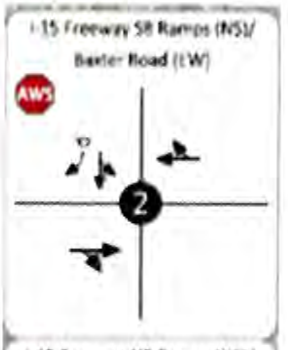
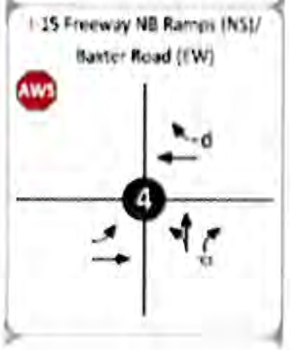
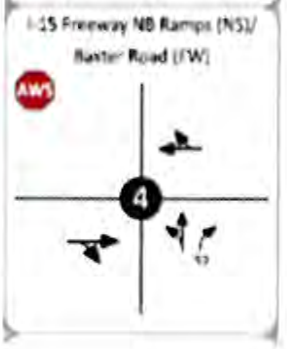
Traffic Forecasting

The primary function of the Office of Forecasting is to provide critical project travel analysis of past, present and future traffic volumes, as well as other operational characteristics. After reviewing the TIA, we have the following comments:

Study Intersections

- (Page 20) Table 3: Existing Intersection Delay and Levels of Service

  Please revise the intersection geometrics used to perform the Intersection Delay and Level of Service (LOS) analysis as follows:

	From	To
Intersection #2: I-15 Freeway / Baxter Road SB Ramps Westbound: Combine the thru lane and De Facto Right Turn Lane to "Shared Through-Right" Southbound: Revise VISTRO analysis to consider right turn as a pocketed lane with 30 feet of storage.		
Intersection #4: I-15 Freeway / Baxter Road NB Ramps Eastbound: Combine the thru lane and De Facto Right Turn Lane to "Shared Through-Right" Northbound: Revise VISTRO analysis to consider right turn as a pocketed lane with 30 feet of storage.		

Traffic Operations

Caltrans aims to enhance the operation of the SHS to facilitate and optimize the movement of people, goods, and services in a safe and efficient manner. In regards to traffic operations, we have the following comments:

Traffic Study

- Please include a ramp merge and diverge analysis at the following locations to determine impacts of the development at the following locations:
    - I-15 / Baxter Road NB/SB Ramps
    - I-15/ Bundy Canyon Road NB/SB Ramps

Hydraulics / Storm Water Quality

In regards to hydraulics and storm water management, Caltrans aims to mitigate, abate, or reverse the adverse results, both in water quantity and water quality, associated with the altered runoff phenomena that typically accompanies urbanization. The following are our comments concerning hydraulics and storm water management:

Storm Water Quality

- The Office of Storm Water Quality reviewed the document for consistency with the National Pollutant Discharge Elimination System (NPDES) requirements. (Section 402 of the Clean Water Act). The project shall comply with the following NPDES issues:
    - NPDES Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4) draining the watersheds within the San Diego Region, Order No. R9-2013-0001, and Order No. R9-2015-0100, NPDES No. CAS0109266.
    - At no time (during construction or after construction) shall untreated storm water discharge into State right of way. The Storm Water Pollution Prevention Plan (SWPPP) shall address how sediment laden storm water will not discharge into State ROW during rain events.

Hydrology Study

- The study report should analyze the existing hydrology and state how the post-condition discharge will be stored and the increased runoff mitigated.
- Page 6: Section IV states that:

    "The routing shows that the post developed flows were mitigated to well below pre-developed values"

    For good practice, the increased runoff should be stored and mitigated to be less than or equal to 90% of the pre-condition discharge.

- Please provide storm drain pipe sizes, as well as any drainage facilities on-site.
- Please provide an analysis of the storm drain system that drains to Caltrans' facilities to demonstrate it can handle the extra runoff from the new development.
- Please provide drainage plans for review the proposed development.

Sincerely,

MARK ROBERTS, AICP
Office Chief
Intergovernmental Review, Community and Regional Planning

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MONTE VISTA BUSINESS PARK

MONTE VISTA DRIVE

WILDOMAR, CALIFORNIA

GENERAL INFORMATION

APN–367–140–008,010,012

OCCUPANCY CLASS, BUILDING 1	B, S2, F
BUILDING HEIGHT	VARIES, to 30'–0"
STORIES	1
OCCUPANCY CLASS, BUILDING 2	HOTEL R1
BUILDING HEIGHT	50'–0"
STORIES	4
OCCUPANCY CLASS, BUILDING 3	B, S2, F
BUILDING HEIGHT	24'–0"
STORIES	1
OCCUPANCY CLASS, BUILDING 4	B, S2, F
BUILDING HEIGHT	24'–0"
STORIES	1

BUILDING AREA SUMMARY

BUILDING #	ac. LAND AREA +/-	BLD'G AREA
BUILDING 1	3.69	41,500 SF
BUILDING 2	3.40	76,000 SF
BUILDING 3	1.12	10,600 SF
BUILDING 4	.79	5,500 SF
TOTAL BLD'GS 1–4	9.00	133,600 SF

NOTE: LAND AREA DATA WILL BE FINAL WITH FINAL PARCEL MAP ONLY

PARKING SUMMARY

PARKING USE TO BE RECIPROCAL THROUGH–OUT THE PARK

BUILDING #1 AREA

REQ. SP		
OFFICE SPACE	6,000 @ 1/250 S.F =	24 SP
WAREHOUSE	35,000 @ 1/2000 S.F =	18 SP
TOTAL PARKING REQUIRED		42 SP
TOTAL PARKING SHOWN		60 SP

BUILDING #2 AREA

REQ. SP		
GUEST ROOM	152 @ 1/GUEST ROOM + 1/ MNGR.	156 SP
TOTAL PARKING REQUIRED		156 SP
TOTAL PARKING SHOWN		157 SP

BUILDING #3 AREA

REQ. SP		
OFFICE SPACE	2,000 @ 1/250 S.F =	08 SP
FABRICATION	4,600 @ 1/500 S.F =	09 SP
STORAGE	4,000 @ 1/1000 S.F =	04 SP
TOTAL PARKING REQUIRED		21 SP
TOTAL PARKING SHOWN		35 SP

BUILDING #4 AREA

REQ. SP		
OFFICE SPACE	1,000 @ 1/250 S.F =	04 SP
FABRICATION	3,500 @ 1/500 S.F =	07 SP
STORAGE	1,000 @ 1/1000 S.F =	01 SP
TOTAL PARKING REQUIRED		12 SP
TOTAL PARKING SHOWN		18 SP

PARKING SUMMARY

TOTAL OVERALL PARKING REQUIRED	231 SP
TOTAL OVERALL PARKING SHOWN	270 SP
EV SPACES REQ. @ 2% OF TOTAL PARKING	6 SP
BICYCLE SPACES @ 5% TOTAL PARKING	14 STALLS

SHEET INDEX

T1	TITLE SHEET: SHEET INDEX, SUMMARY
C1	PLOT PLAN
C100	TRASH ENCLOSURE
1–A1	FLOOR PLAN BUILDING 1
1–A2	ELEVATIONS BUILDING 1
2–A1	FIRST FLOOR PLAN BUILDING 2, HOTEL
2–A2	2nd,3rd,4th FLOOR PLAN BUILDING 2, HOTEL
2–A3	ELEVATIONS BUILDING 2, HOTEL
3–A1	FLOOR PLAN BUILDING 3
3–A2	ELEVATIONS BUILDING 3
4–A1	FLOOR PLAN BUILDING 4
4–A2	ELEVATIONS BUILDING 4

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951–676–3759

TITLE SHEET

PROJECT NAME:

MONTE VISTA BUSINESS PARK

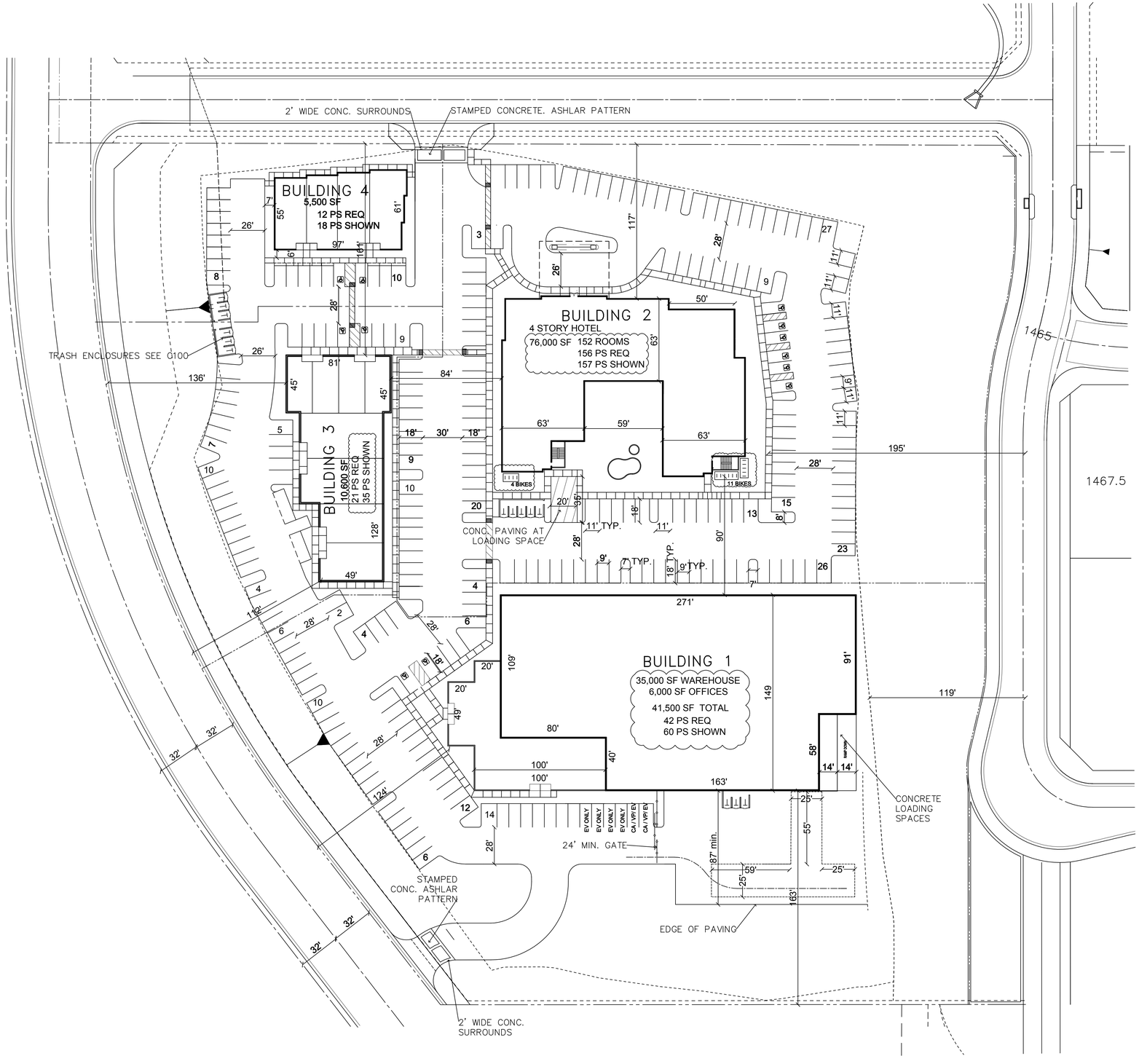
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

DATE:	JAN. 18
SCALE:	NO SCALE
DRAWN:	
CHECKED:	
JOB NO.	693

T1

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NORTH

PLOT PLAN

SCALE: 1" = 40'–0"

0 10 20 40 60

LEGEND

PROPERTY LINE

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951–676–3759

PLOT PLAN

PROJECT NAME:

MONTE VISTA BUSINESS PARK

MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

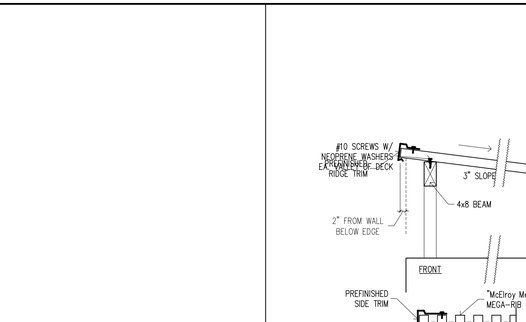
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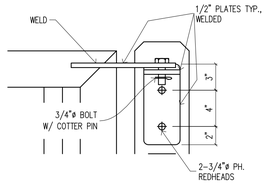
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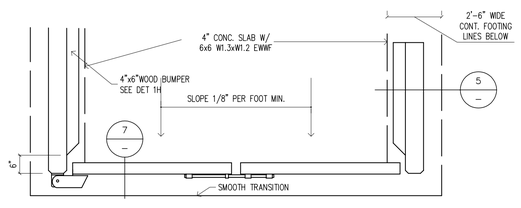
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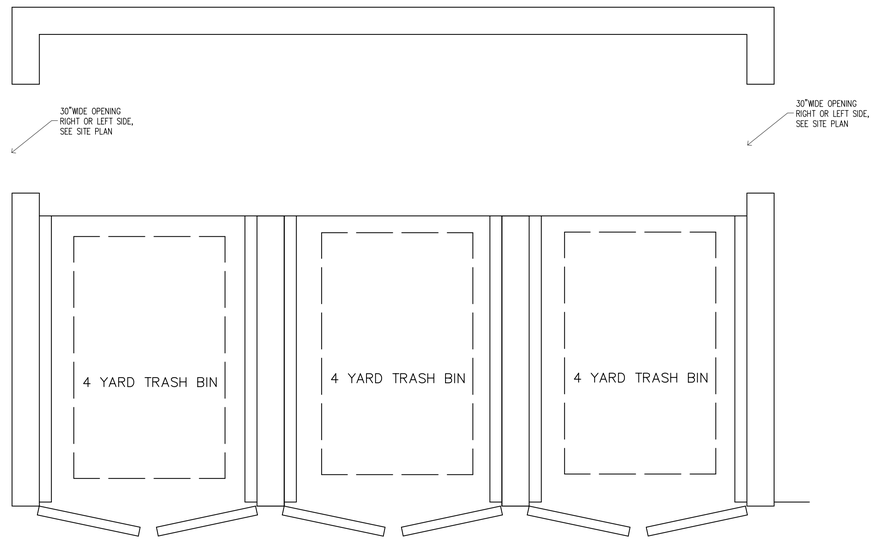
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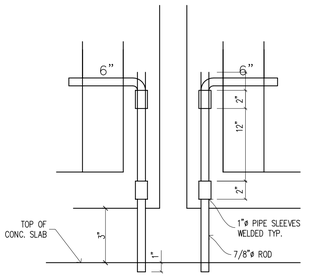
HINGE ELEVATION SCALE: 1"=1'-0" | 9



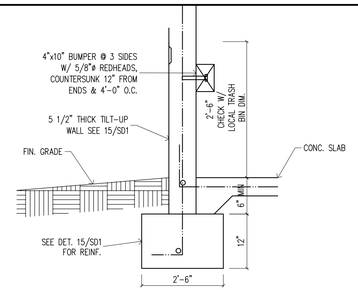
PLAN VIEW SCALE: 1/2"=1'-0" | 2



TYPICAL TRASH ENCLOSURE SCALE: 1/2"=1'-0" | 1



CANE BOLTS SCALE: 1"=1'-0" | 6



HINGE PLAN (TYP) SCALE: 1"=1'-0" | 5

SECTION (TYP) SCALE: 1"=1'-0" | 7

HINGE PLAN (TYP) SCALE: 1"=1'-0" | 4

CHANGE	ISSUED	△	

OWNER:

associates

rieger associates
architecture, engineering

40440 Carmelita Circle
Temecula, California 92591
951-676-3759

PROJECT NAME:

MONTE VISTA BUSINESS PARK

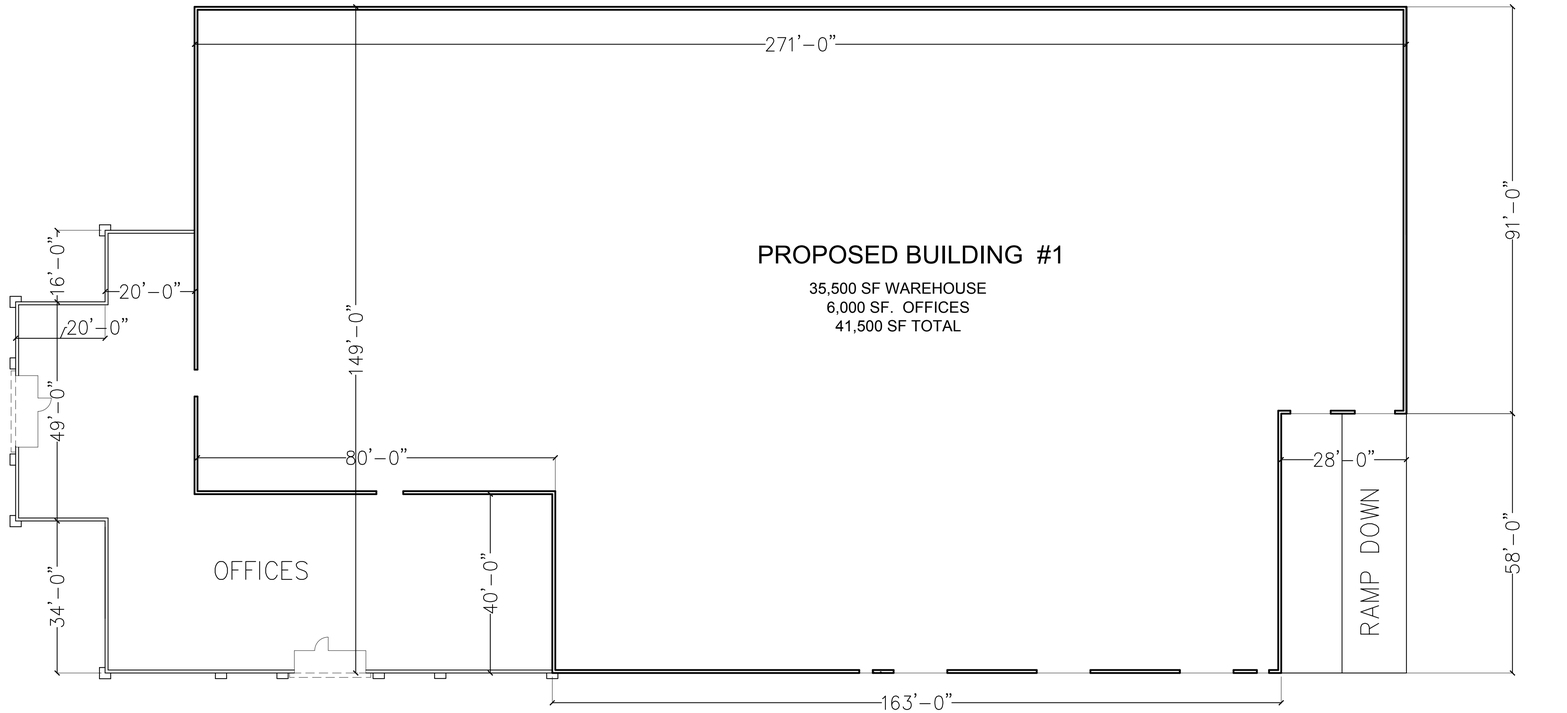
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT
KONRAD RIEGER
C8766
EXP. NOV 2019
STATE OF CALIFORNIA

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C100

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FLOOR PLAN

1

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OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951–676–3759

BUILDING 1, FLOOR PLAN

PROJECT NAME:

MONTE VISTA BUSINESS PARK

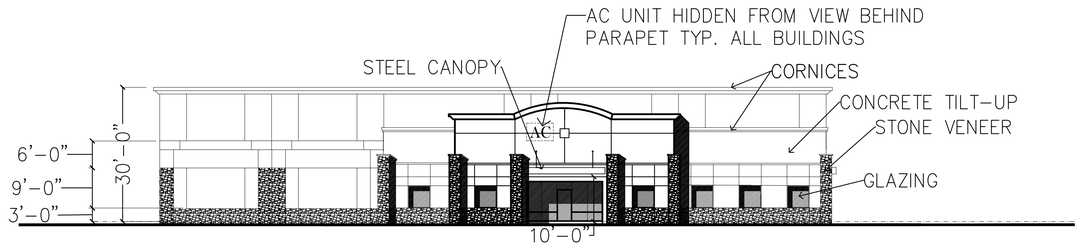
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

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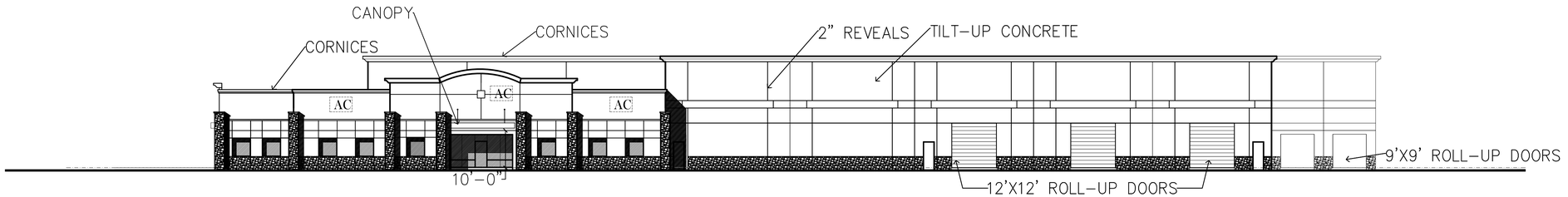
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JOB NO.	693

1 A1

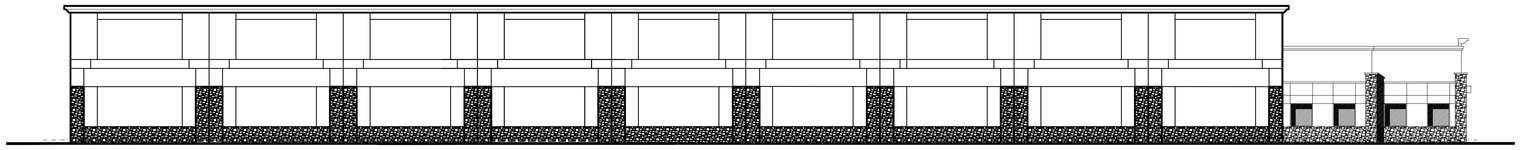
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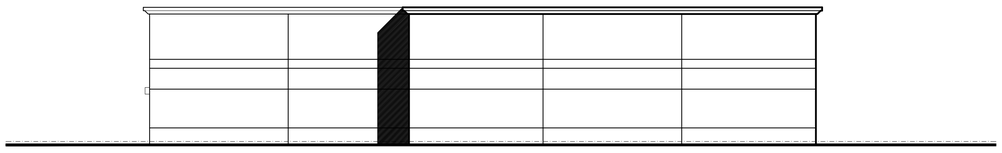
FRONT ELEVATION - WEST (1)



RIGHT SIDE ELEVATION - NORTH (2)



LEFT SIDE ELEVATION - SOUTH (3)



REAR ELEVATION - EAST (4)

FINAL ELEVATIONS MAY INCLUDE MINOR
CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 1, ELEVATIONS

PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

DATE:	JAN. 18
SCALE:	1/16"= 1'-0"
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1 A2

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PROPOSED HOTEL
BUILDING #2

FIRST FLOOR PLAN — 26 ROOMS — 19,190 SF — 1

ARCHITECTURAL DESIGN NOTE:
THE ARCHITECTURAL DESIGN OF THE HOTEL IS TENTATIVE ONLY UNTIL AN OWNER/TENANT TAKES OVER THE PROJECT. THE OWNER/TENANT'S BUILDING AND DESIGN PROGRAM HAS TO COORDINATE THE DESIGN WITH THE CITY OF WILDOMAR AND OBTAIN DESIGN APPROVALS BEFORE PROCEEDING.

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

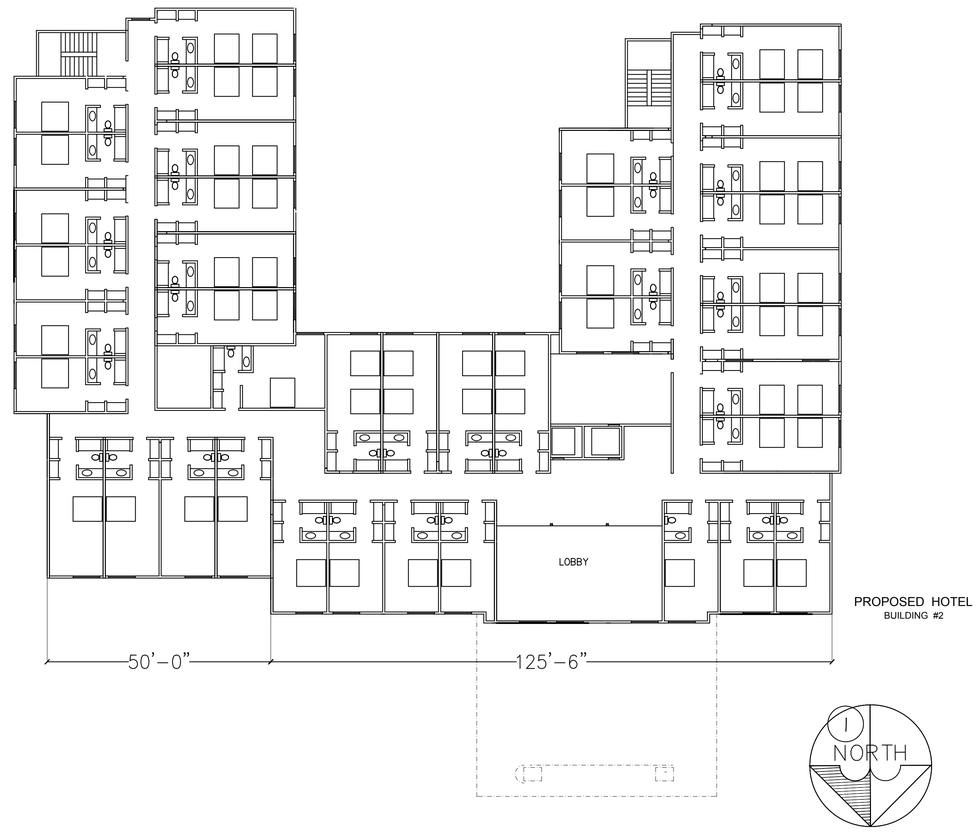
HOTEL, 1st. FLOOR
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

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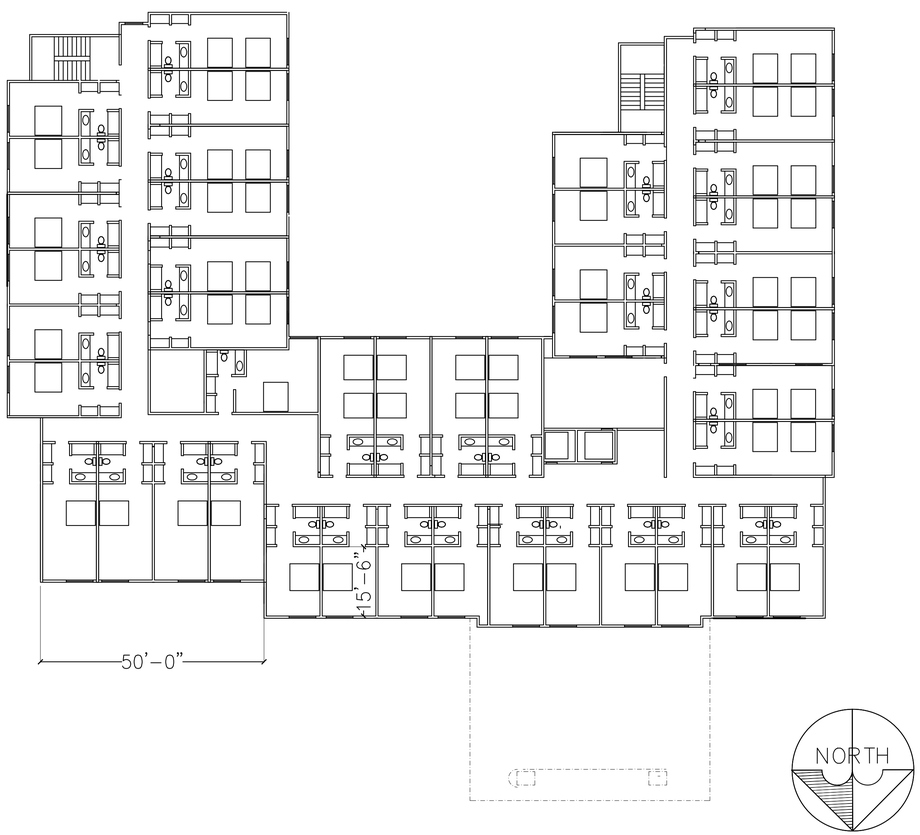
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SECOND FLOOR PLAN

40 ROOMS 18,460 SF



THIRD AND FOURTH FLOOR PLANS

43 ROOMS 19,190 SF

PROPOSED HOTEL
BUILDING #2

CHANGE	ISSUED	△	

OWNER:

associates
rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

HOTEL, UPPER FLOORS

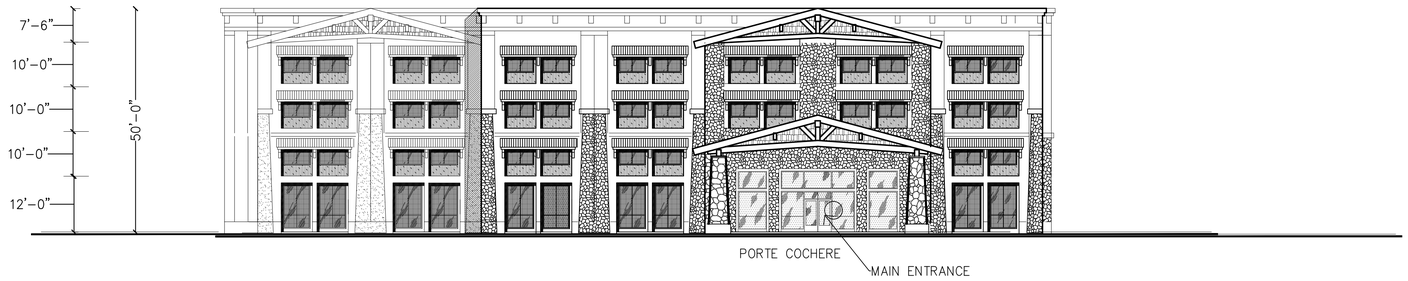
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

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2 A2

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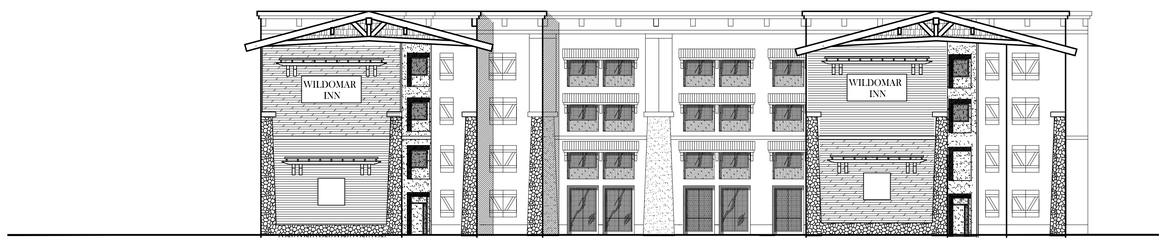
FRONT ELEVATION - SOUTH (1)



LEFT SIDE ELEVATION - EAST (3)



RIGHT SIDE ELEVATION - WEST (2)



REAR ELEVATION - NORTH (4)

ARCHITECTURAL DESIGN NOTE:
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PROPOSED HOTEL
BUILDING #2

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

HOTEL, ELEVATIONS

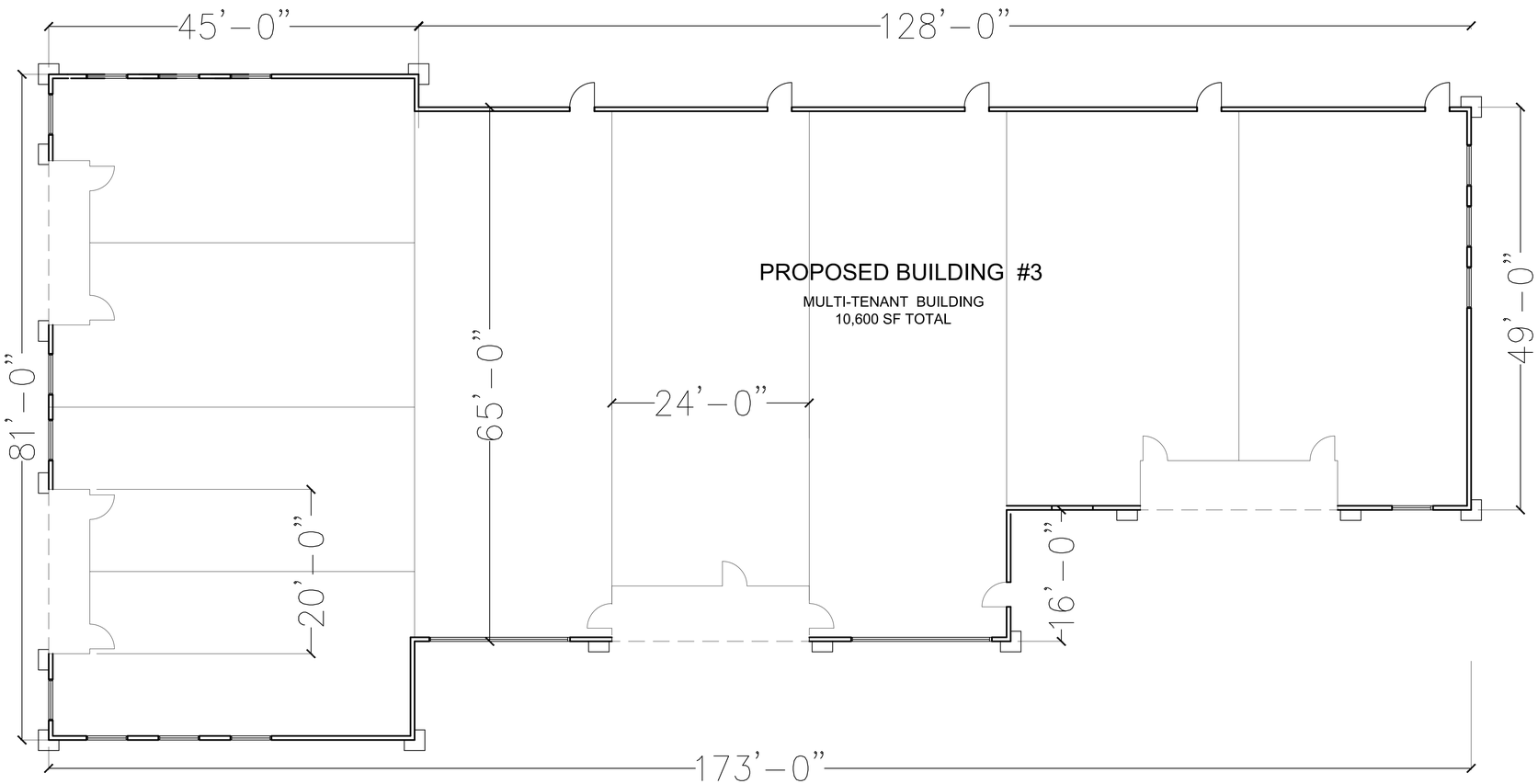
PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

DATE:	JAN. 18
SCALE:	1/16"= 1'-0"
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CHECKED:	
JOB NO.	693

2 A3

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FLOOR PLAN

1

NORTH

CHANGE	ISSUED	△	

OWNER:

associates
rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 3, FLOOR PLAN

PROJECT NAME:

MONTE VISTA BUSINESS PARK

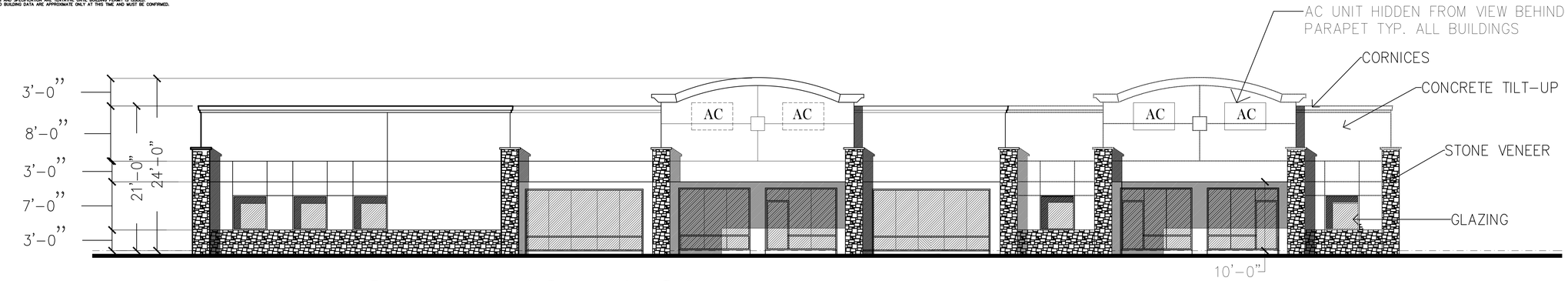
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

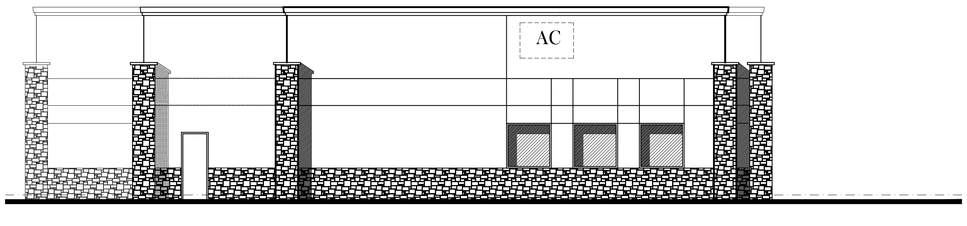
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3 A1

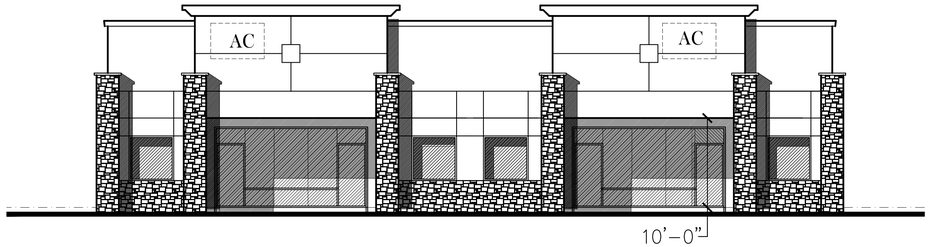
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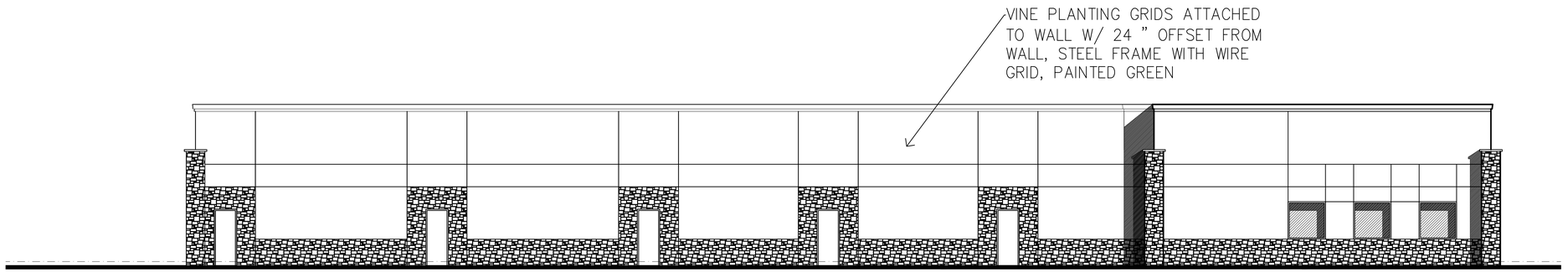
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RIGHT SIDE ELEVATION - NORTH 3



LEFT SIDE ELEVATION - SOUTH 2



REAR ELEVATION - EAST 4

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

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40440 Carmelita Circle
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951-676-3759

BUILDING 3, ELEVATIONS

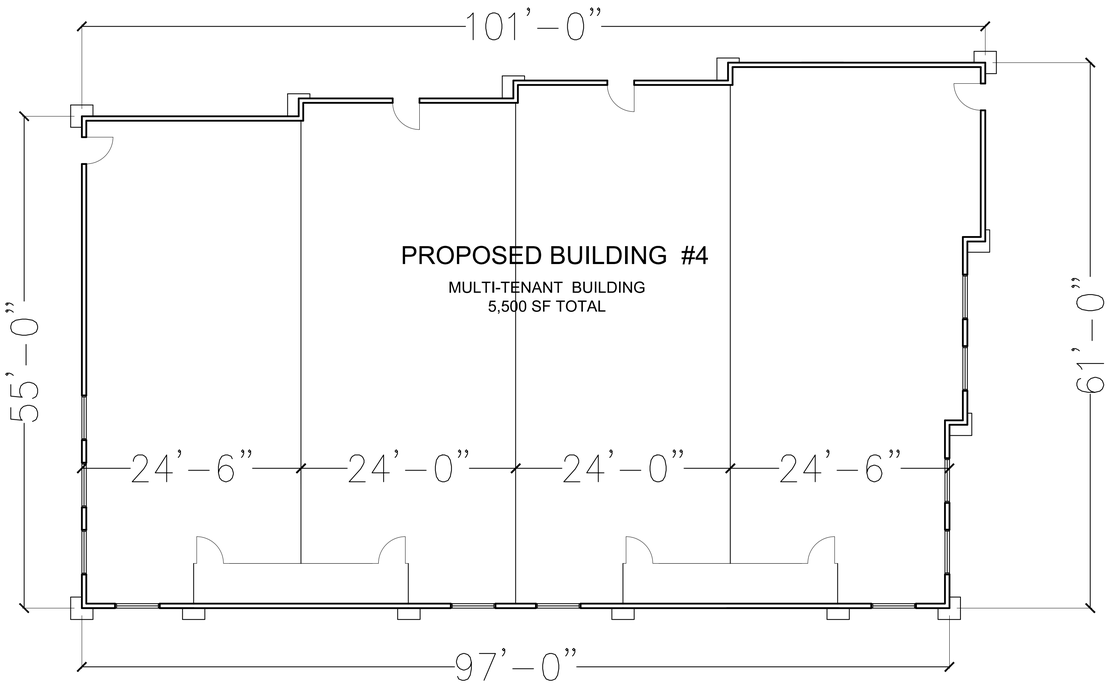
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FLOOR PLAN

1

NORTH

CHANGE	ISSUED	△	

OWNER:

rieger associates
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40440 Carmelita Circle
Temecula, California 92591
951–676–3759

BUILDING 4, FLOOR PLAN

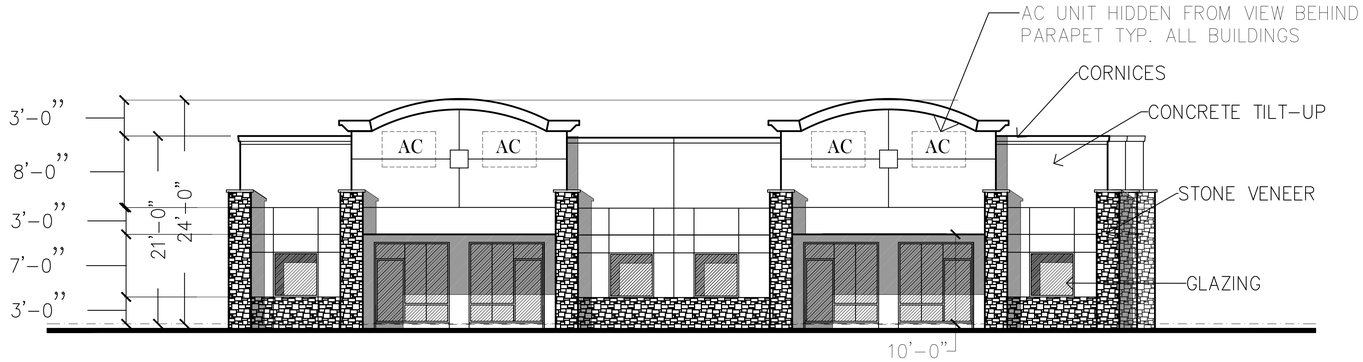
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REGISTERED ARCHITECT
KONRAD RIEGER
C8766
EXP. NOV 2019
STATE OF CALIFORNIA

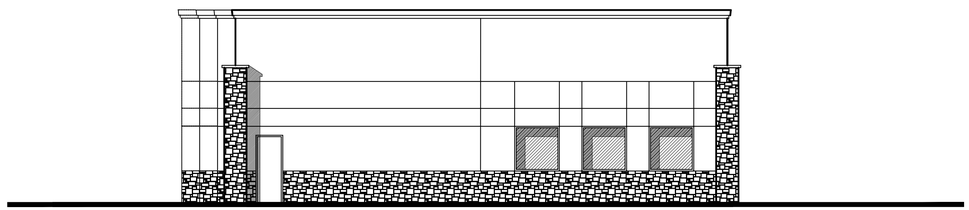
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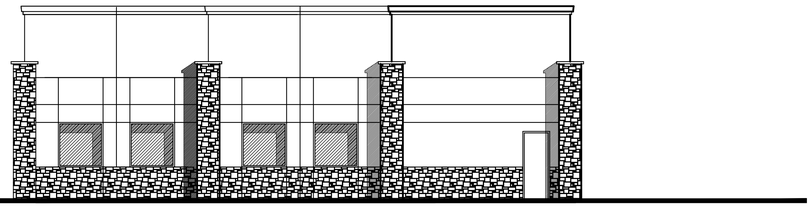
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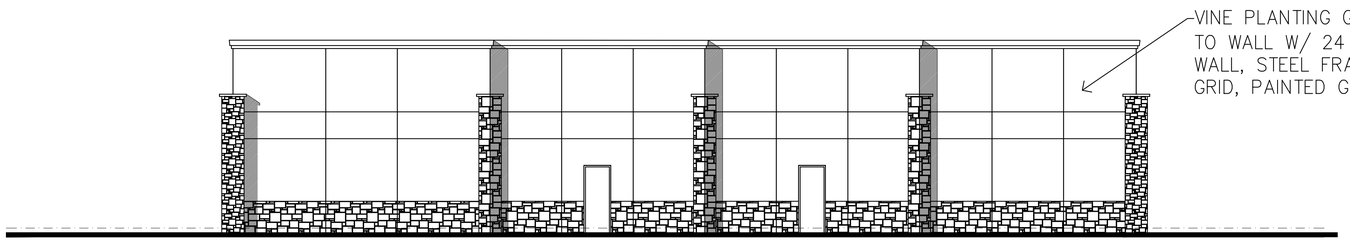
FRONT ELEVATION - NORTH 1



LEFT SIDE ELEVATION - WEST 3



RIGHT SIDE ELEVATION - EAST 2



REAR ELEVATION - SOUTH 4

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 4, ELEVATIONS

PROJECT NAME:
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WILDOMAR, CALIFORNIA

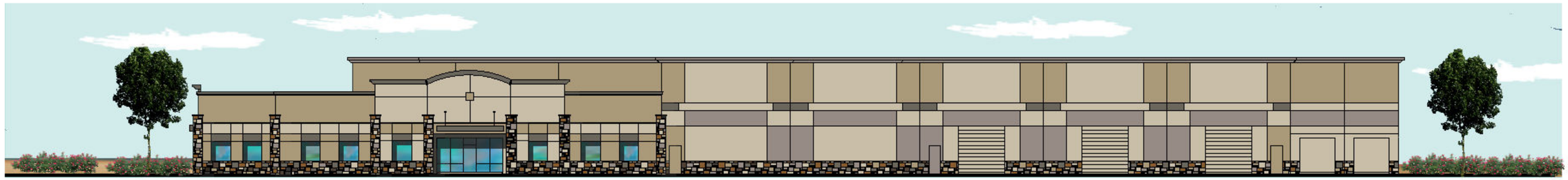
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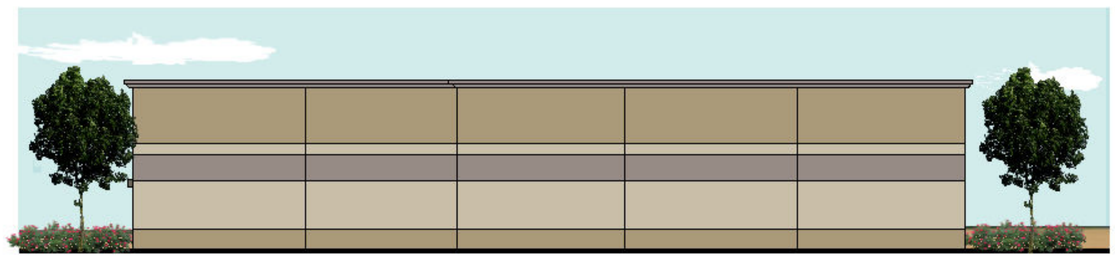
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RIGHT SIDE ELEVATION - NORTH



LEFT SIDE ELEVATION - SOUTH



REAR ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

associates

rieger associates
architecture, engineering

40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 1, COLOR ELEVATIONS

PROJECT NAME:

MONTE VISTA BUSINESS PARK

MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

DATE:	JAN. 18
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JOB NO.	693

1 AC



RIGHT SIDE ELEVATION - WEST



FRONT ELEVATION - SOUTH



REAR ELEVATION - NORTH



LEFT SIDE ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR
CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

associates

rieger associates
architecture, engineering

40440 Carmelita Circle
Temecula, California 92591
951-676-3759

HOTEL, COLOR ELEVATIONS

PROJECT NAME:

MONTE VISTA BUSINESS PARK

MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT
KONRAD RIEGER
C8766
EXP. NOV 2019
STATE OF CALIFORNIA

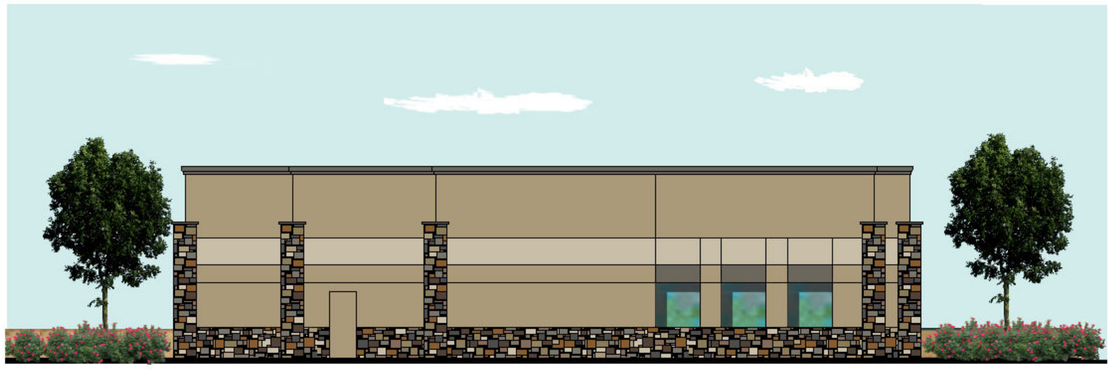
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2 AC

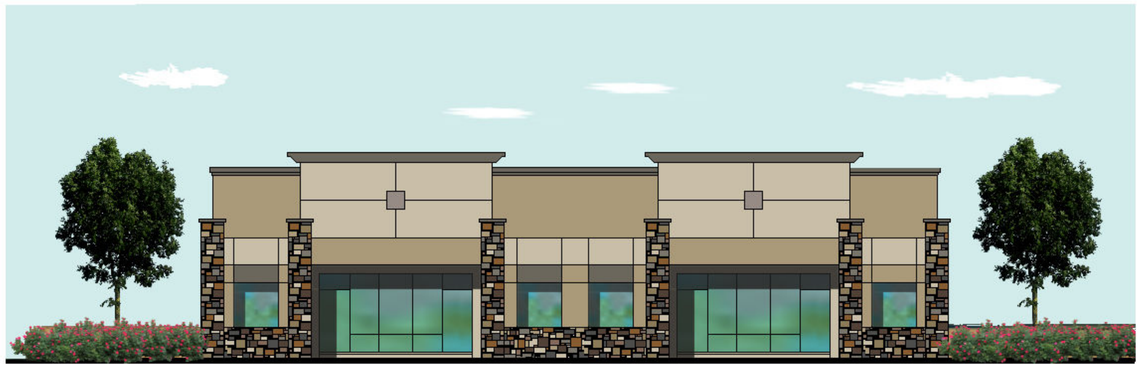
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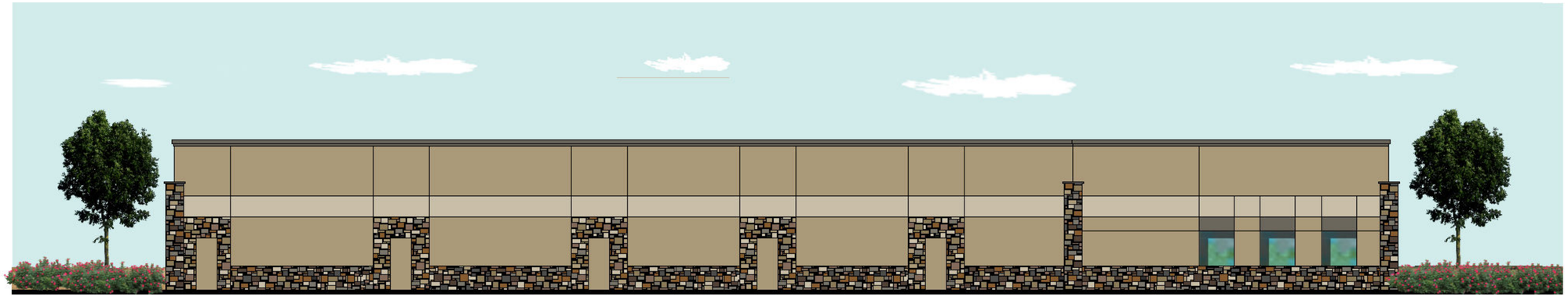
FRONT ELEVATION - WEST



RIGHT SIDE ELEVATION - NORTH



LEFT SIDE ELEVATION - SOUTH



REAR ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

rieger associates
architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 3, COLOR ELEVATIONS

PROJECT NAME:
MONTE VISTA BUSINESS PARK
MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

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3 AC



FRONT ELEVATION - NORTH



LEFT SIDE ELEVATION - WEST



RIGHT SIDE ELEVATION - EAST



REAR ELEVATION - SOUTH

FINAL ELEVATIONS MAY INCLUDE MINOR CHANGES BASED ON MATERIAL PREFERENCES

CHANGE	ISSUED	△	

OWNER:

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architecture, engineering
40440 Carmelita Circle
Temecula, California 92591
951-676-3759

BUILDING 4, COLOR ELEVATIONS

PROJECT NAME:

MONTE VISTA BUSINESS PARK

MONTE VISTA DRIVE
WILDOMAR, CALIFORNIA

REGISTERED ARCHITECT KONRAD RIEGER C8766 EXP. NOV 2019 STATE OF CALIFORNIA

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4 AC



PLANTING PALETTE								
BOTANICAL NAME	COMMON NAME	SIZE / SPACING	SO CAL NATIVE (Y/N)	WUCOLS REGION 4	PLANT FACTOR	ON-SITE SLOPES	OFF-SITE SLOPES	DETENTION BASINS
TREES								
ARBUTUS UNEDO	STRAWBERRY TREE	15 GALLON / 30'-60' O.C.	Y	L	0.2			
PINUS ELDARICA	AFGHAN PINE	15 GALLON / 15' O.C.	Y	L	0.2		X	X
QUERCUS AGRIFOLIA	COAST LIVE OAK	15 GALLON / 20' O.C.	N	L	0.2		X	X
OLEA EUROPAEA 'SWAN HILL'	SWAN HILL OLIVE	15 GALLON / 30'-60' O.C.	N	L	0.2	X	X	
CERCIS OCCIDENTALIS	WESTERN REDBUD	15 GALLON / 15' O.C.	Y	L	0.2	X		
RHUS LANCEA	AFRICAN SUMAC	15 GALLON / 30'-60' O.C.	N	L	0.2	X	X	
SCHINUS MOLLE	CALIFORNIA PEPPER	24" BOX / 30'-60' O.C.	N	L	0.2		X	
KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	15 GALLON - 36" BOX / 20' O.C.	Y	L	0.2		X	X
SHRUBS								
LEUCOPHYLLUM L. 'LYNNS LEGACY'	LYNN'S LEGACY TEXAS RANGER	1-5 GALLON / 3-6' O.C.	Y	L	0.2	X	X	X
WESTRINGIA FRUTICOSA	COAST ROSEMARY	15 GALLON / 10' O.C.	Y	L	0.2	X	X	X
SALVIA L. 'MIDNIGHT'	MIDNIGHT BUSH SAGE	5 GALLON / 3' O.C.	N	L	0.2	X	X	
JUSTICIA SPICIGERA	MEXICAN HONEYSUCKLE	5 GALLON / 3' O.C.	N	L	0.2		X	
MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GALLON / 3' O.C.	N	L	0.2	X	X	
PENNISETUM X 'ADVENA'	PURPLE FOUNTAIN GRASS	5 GALLON / 3' O.C.	Y	L	0.2	X		
DIANELLA R. 'ALLYN-CITATION'	CLARITY BLUE DIANELLA	5 GALLON / 3' O.C.	Y	L	0.2	X	X	X
HAMELIA P. 'GRELIMSIZ'	LIME SIZZLER FIREBUSH	5 GALLON / 3' O.C.	Y	L	0.2			X
LANTANA 'RADIATION'	RADIATION LANTANA	5 GALLON / 3' O.C.	N	L	0.2	X	X	
SALVIA 'AMISTAD'	AMISTAD SALVIA	5 GALLON / 3' O.C.	N	L	0.2	X	X	
CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GALLON / 3' O.C.	Y	L	0.2	X	X	
CISTUS X 'PURPUREUS'	PURPLE ROCKROSE	5 GALLON / 3' O.C.	Y	L	0.2	X	X	
PENSTEMON E. 'FIRECRACKER'	FIRECRACKER PENSTEMON	5 GALLON / 3' O.C.	N	L	0.2			
LAVANDULA A. 'GOODWIN CREEK'	ENLISH LAVENDER	5 GALLON / 3' O.C.	N	L	0.2			
CONVOLVULUS CNEORUM	BUSH MORNING GLORY	5 GALLON / 3' O.C.	Y	L	0.2	X		
LANTANA C. 'MONHE'	TEENIE GENIE COMPACT LANTANA	5 GALLON / 3' O.C.	N	L	0.2			
ROSMARINUS O. 'BLUE SPIRES'	BLUE SPIRE ROSEMARY	5 GALLON / 3' O.C.	N	L	0.2			
HESPERALOE FUNIFERA	COAHUILAN HESPERALOE	5 GALLON / 3' O.C.	N	L	0.2		X	
LAURUS NOBILIS	SWEET BAY	5 GALLON / 3' O.C.	N	L	0.2	X		
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	5 GALLON / 3' O.C.	N	L	0.2	X		
VINES								
ANTIGONON LEPTOPUS	CORAL VINE	5 GALLON / 10' O.C.	N	L	0.2		X	
LONICERA X HECKROTTII 'GOLDFLAME'	GOLDFLAME HONEYSUCKLE	5 GALLON / 10' O.C.	N	L	0.2			
BOUGAINVILLEA SPP.	BOUGAINVILLEA	5 GALLON / 10' O.C.	Y	L	0.2			
GROUNDCOVERS								
VERBENA PERUVIANA	PERUVIAN VERBENA	1-5 GALLON / 1'-2' O.C.	N	L	0.2		X	X
ROSMARINUS O. 'PROSTRATUS'	DWARF ROSEMARY	1-5 GALLON / 2'-6' O.C.	N	L	0.2	X	X	
MYOPORUM P. 'PUTAH CREEK'	MYOPORUM	1-5 GALLON / 2'-6' O.C.	N	L	0.2	X	X	

NOTES:
1. PROVIDE 3" LAYER OF MULCH IN SHRUB BEDS AND UNPLANTED AREAS; 2" LAYER OF MULCH IN GROUNDCOVER AREAS; 3" LAYER OF SHREDDED, STABILIZING MULCH FOR SLOPES.
2. TREES SHALL BE STAKED WITH 2-3 STAKES AND 6 TREE TIES PER DETAIL. USE TRIPLE STAKING WITH 3" DIAMETER STAKES IN HIGH WIND AREAS.
3. ROOT BARRIERS SHALL BE INSTALLED FOR TREES WITHIN 6' OF HARDSCAPE PER DETAIL. ROOT BARRIER SHALL NOT ENCIRCLE THE TREE ROOTBALL BUT SHALL BE LOCATED AT EDGE OF HARDSCAPE AND EXTEND BEYOND CENTER OF TREE A MINIMUM OF 5' IN EACH DIRECTION.

MONTE VISTA HOMES
WILDOMAR, CA
BUSINESS PARK CONCEPTUAL LANDSCAPE EXHIBIT

IDLA
IAN DAVIDSON
LANDSCAPE ARCHITECTURE
3685 MAIN STREET, SUITE #350
RIVERSIDE, CA 92501
P. 951.683.1283 F. 951.683.4352
PROJECT # - 10118 DATE - 1/3/2019

L-1

OC SoCal Developers, LLC
8 Corporate Park Suite 300
Irvine, CA 92606

September 20, 2024

Planning Department
City of Wildomar
23873 Clinton Keith Rd. # 201
Wildomar, CA 92595

Re: Extension of Time Plot Plan # 18-0034

To whom it may concern:

I am applying for an Extension of Time for Plot Plan 18-0034 because the map is about to expire, and I don't have the financing or tenants in place. I greatly appreciate you granting this extension.

Thank you

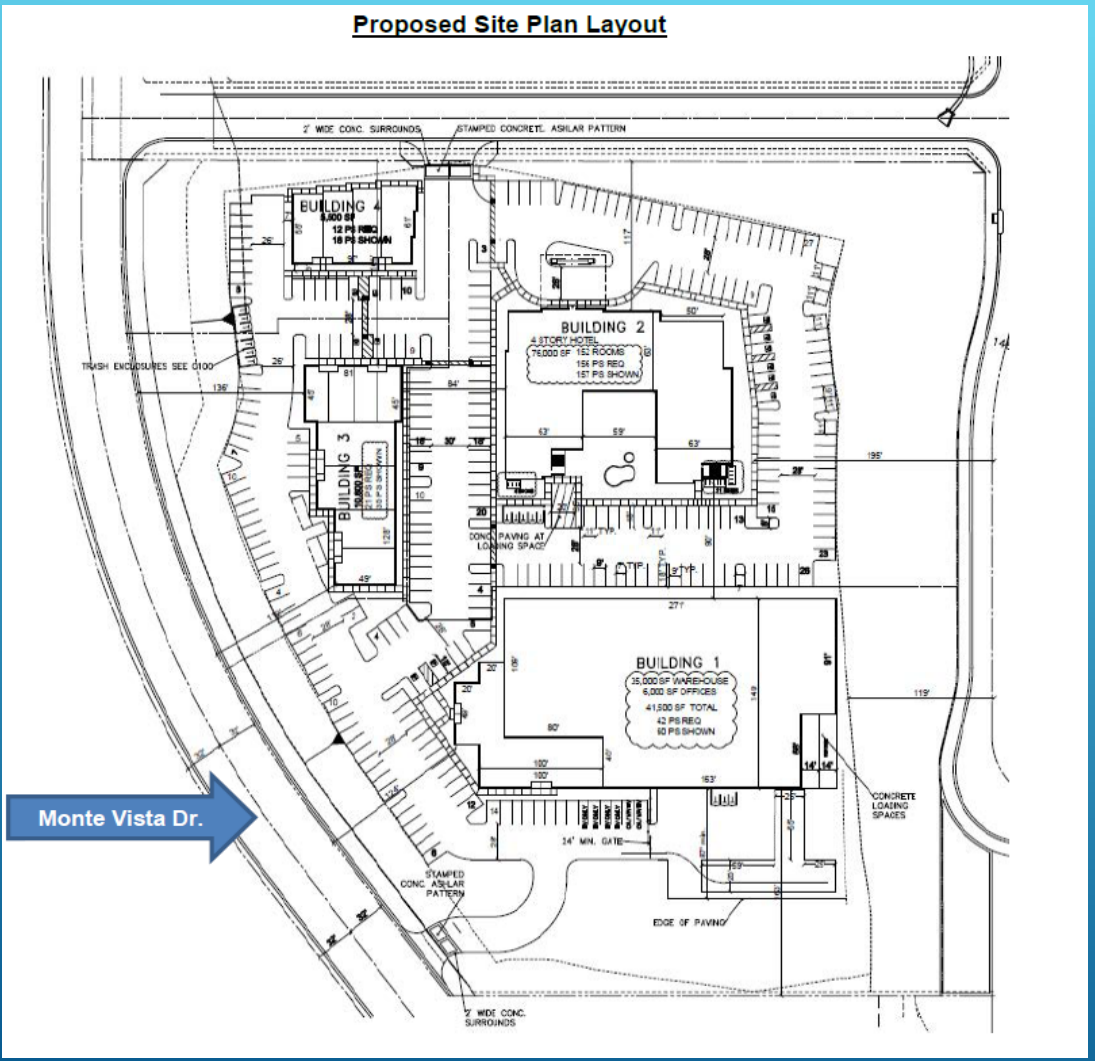
Subba Gopavarapu
OC SoCal Developers, LLC
Managing Member

PLOT PLAN NO. 18-0034
EXTENSION OF TIME #2

Planning Commission Meeting

October 23, 2024

Agenda Item 3.1



PROJECT LOCATION

- Located at the east side of Monte Vista Drive between Baxter Road and Bundy Canyon Road.
- The business park site is about 8.96 acres.
- Just west and below the new KB Homes Summerhill tract and north of Cornerstone Church.

Project Background:

- The Village at Monte Vista Project was approved by the Planning Commission on January 23, 2019, and included recommendation of approval to City Council of the following:
  - Recommendation for adoption of a Mitigated Negative Declaration & MMRP.
  - Tract Map No. 37476 to subdivide the 38.57+ acre site into 84 lots, including 80 lots for single family residential development and 4 lots for commercial/ business park development.
  - Plot Plan No. 18-0034 to develop a 136,600 square-foot business park on 8.96+/- acres.
  - Final Site Plan of Development No. 18-0034 to develop 80 single family residential dwelling units 28.86+/- acres, including related on-site/ off-site improvements.

Project Background:

- The City Council reviewed the Commission's recommendations on February 13, 2019 and took the following actions:
  - Adoption of the MND/MMRP;
  - Approval of Tentative Parcel Map 37476; and
  - Approval of Plot Plan/FSPOD 18-0034.
- The Planning Commission on December 1, 2021, also approved a 3-year EOT (#1 of 3) to February 13, 2025.
- The Tract Map has since been recorded and the SFR homes built, but the Business Park has not; hence, the need for EOT #2.

EOT #2 ANALYSIS:

The proposed EOT meets the required findings for approval in that:

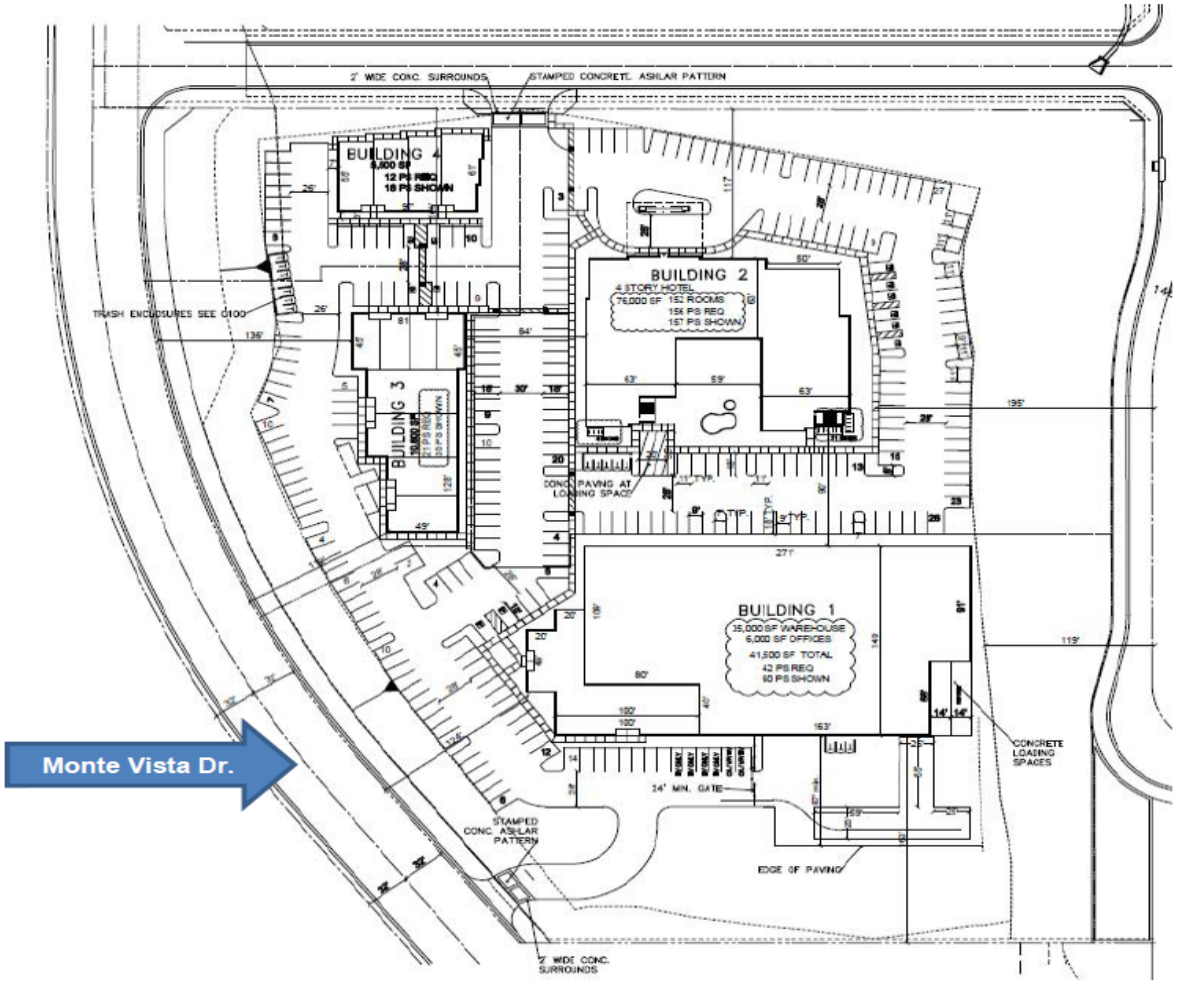
1) **The approved tract map and plot plan remain consistent with the approved General Plan designations and all applicable policies.**

2) **The approved tract map and plot plan remain in conformance with the requirements of the approved zone development standards.**

3) **The setting and local circumstances of the approved tract map and plot plan have not changed in such a way to make the previously approved tract map and plot plan incompatible or inappropriate with the surrounding area.**

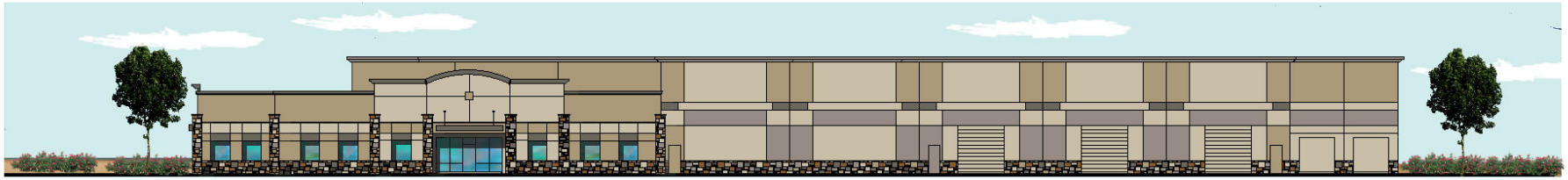
4) **The EOT #2 application package was submitted on 10/8/24 well in advance of the February 13, 2025, expiration date.**

Proposed Site Plan Layout





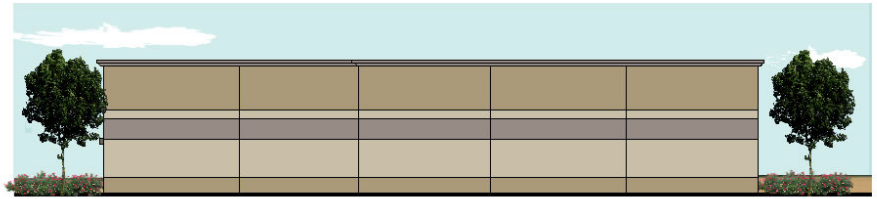
FRONT ELEVATION - WEST



RIGHT SIDE ELEVATION - NORTH



LEFT SIDE ELEVATION - SOUTH



REAR ELEVATION - EAST

FINAL ELEVATIONS MAY INCLUDE M
CHANGES BASED ON MATERIAL PI



RIGHT SIDE ELEVATION - WEST



FRONT ELEVATION - SOUTH



REAR ELEVATION - NORTH



LEFT SIDE ELEVATION - EAST

STAFF RECOMMENDATIONS:

Staff recommends the Planning Commission take the following action:

1) Determine that no new Environmental Review is needed per Section 15162 of CEQA…

2) Adopt PC Resolution No. 2024-17 approving a 2-year Extension of Time (EOT #2 of 3) to February 13, 2027 for Plot Plan No. 18-0034.

<u>Note:</u> All original conditions of approval, and MND mitigation measures will remain in full force and effect for this project.